BACKGROUND and OBJECTIVES

The Appalachian Trail is a way, continuous from Katahdin in Maine to Springer Mountain in Georgia, for travel on foot through the wild, scenic, wooded, pastoral, and culturally significant lands of the Appalachian Mountains. The Appalachian Trail was completed in 1937 and, with the passage of the National Trails System Act in 1968 [82 Stat. 919, as amended], was designated a National Scenic Trail. By law, overall responsibility for administration of the Appalachian Trail rests with the Secretary of the Interior and is carried out by the National Park Service (NPS). Following provisions in the National Trails System Act, in 1984, the NPS and the Appalachian Trail Conservancy (ATC) signed a landmark Delegation Agreement under which the NPS delegated certain management responsibilities to the ATC for NPS-acquired lands outside existing National Park boundaries.

The NPS completed a "Comprehensive Plan" for the Appalachian Trail in 1981, which established the framework of a "Cooperative Management System", a unique partnership arrangement between public and private groups. The "Comprehensive Plan" is supplemented by Local Management Plans, which provide more specific policy and program direction for each section of the Appalachian Trail, and by Memorandums of Understanding or Agreements, which provide clear understandings of the roles and responsibilities of each "management partner". Through various agreements on Trail management needs, responsibilities are divided between volunteer organizations and governmental agencies. Together, these documents and agreements formalize and strengthen the traditional volunteer-based system of Trail stewardship.

In November, 1987, representatives on the Appalachian National Scenic Trail Advisory Council (ANSTAC) from each of the fourteen Trail states, the NPS, the USFS, the Tennessee Valley Authority (TVA), the Smithsonian Institution, and the Appalachian Trail Conservancy executed a Memorandum of Understanding for the Appalachian National Scenic Trail that committed their respective organization(s) to the cooperative protection and management of the Appalachian Trail and the "Management Philosophy" reflected in the NPS Comprehensive Plan for the Appalachian Trail.

Insuring the cooperative protection and management of the Appalachian Trail through the implementation of the NPS Comprehensive Plan, is the objective of this document.
PURPOSE

This Agreement supersedes and replaces the May 31, 1995 Memorandum of Understanding relating to this subject and serves to describe specific understandings and working relationships among the "Trail Partners" within the Commonwealth of Pennsylvania. These "Partners" and the Parties to this Agreement are:

1. USDI National Park Service, Appalachian Trail Park Office (ATPO)
2. Governor, Commonwealth of Pennsylvania
3. Pennsylvania Department of Conservation and Natural Resources (DCNR)
4. Pennsylvania Bureau of State Parks (BSP), a bureau of DCNR
5. Pennsylvania Bureau of Forestry (BOF), a bureau of DCNR
6. Pennsylvania Game Commission (PGC)
7. South Mountain Restoration Center (SMRC), Department of Public Welfare
8. Pennsylvania State Police (PSP)
9. Pennsylvania Emergency Management Agency (PEMA)
10. Pennsylvania Department of Transportation (DOT)
11. Pennsylvania Turnpike Commission
12. Appalachian Trail Conservancy (ATC)
13. Keystone Trails Association (KTA)
14. Wilmington Trail Club
15. Batona Hiking Club (BHC)
16. Appalachian Mountain Club-Delaware Valley Chapter (AMC)
17. Philadelphia Trail Club (PTC)
18. Blue Mountain Eagle Climbing Club (BMECC)
19. Allentown Hiking Club (ARC)
20. Susquehanna Appalachian Trail Club (SATC)
21. York Hiking Club (YHC)
22. Cumberland Valley Appalachian Trail Club
23. Mountain Club of Maryland (MCM)
24. Potomac Appalachian Trail Club (PATC)

The above listed Partners in this Agreement intending to be legally bound formally agree hereby to work together cooperatively in the administration and management of the Appalachian Trail in the Commonwealth of Pennsylvania, as described more fully in this Agreement.

AUTHORITY

This Agreement is authorized under the following laws:

1. National Trails System Act: 82 Stat. 919; 16 USC 1241
2. Appalachian Trail Act: Pennsylvania State Statute 197B-41; Title 5B Regulations, Chapter 135;34 Pa Consolidated Statutes
EXCLUSIONS

1. This Agreement does not change:

   1.1 any jurisdictional relationships between the National Park Service or any other Federal agency and the Commonwealth of Pennsylvania, nor

   1.2 any established relationships between Pennsylvania State agencies or political subdivisions, nor

   1.3 any existing agreements, relationships, or jurisdictions between any State agencies and any other units of the National Park System or any other agencies of the Federal Government.

2. This Agreement does not limit any Federal or State agency in respect to the exercise of its legislated mandates, prerogatives, privileges, management options, or authorities.

CONFLICT RESOLUTION

The resolution of disputes or disagreements which may arise between Parties to this Agreement, will be handled in the following fashion:

1. Negotiations will be held at the local (field) level between affected Parties. The Partners intend to exhaust all practical means of conflict resolution at the local level before resorting to any further appeals process. Failing satisfactory resolution by negotiations at the local (field) level;

2. The Pennsylvania Appalachian Trail Committee may be consulted as a means of achieving conflict resolution. Since the recommendations of the AT Advisory Committee are not binding on any of the Parties;

3. The issue may ultimately be handled through established agency and/or judicial review and appeals procedures.
STATEMENT OF WORK  (Responsibilities of each Partner)

The National Park Service, Appalachian Trail Park Office

Agrees:

1. To provide overall coordination and oversight of the Appalachian Trail as directed by Congress, with an emphasis toward achieving Trailwide consistency of monitoring, development, maintenance, and other standards, and conformance with applicable laws, regulations, and policies.

2. To continue to be responsible for all matters pertaining to the Appalachian National Scenic Trail which are not delegated to other parties.

3. That on National Park Service owned lands, these non-delegated responsibilities include, but are not limited to: enforcement of applicable portions of Federal Statutory law and the Code of Federal Regulations, surveying and marking the exterior corridor boundaries, authorizing or undertaking all research, resource management planning, Federally owned structures management, and compliance with the National Environmental Policy Act.

4. To provide oversight review and approval of the “Statewide AT Management Plan” and all “Local Management Plans” developed by the Trail maintaining clubs.

5. To serve as the central contact point for all notification provisions of this Agreement, and to subsequently notify other appropriate Partners, as necessary.

5.1 The Primary Official to be contacted is:

Park Manager
Appalachian Trail Park Office
National Park Service
Harpers Ferry Center
Harpers Ferry, WV 25425
304-535-6278

5.2 The Alternate Official to be contacted is:

Executive Director or ATC Mid-Atlantic Regional Director
Appalachian Trail Conservancy ATC Regional Office
P.O. Box 807 P.O. Box 381
Washington and Jackson Streets Boiling Springs, PA 17007
Harpers Ferry, WV 25425 717-258-5771
304-535-6331
The Pennsylvania Department of Conservation and Natural Resources;
The Pennsylvania Bureau of State Parks;
and
The Pennsylvania Bureau of Forestry

Agree:

1. To hereby delegate Trail maintenance, development planning, operational, and corridor monitoring responsibilities for the Pennsylvania sections of the Appalachian Trail located within DCNR lands to the Appalachian Trail Conservancy.

2. To cooperate with the local Trail Clubs and the Appalachian Trail Conservancy in preparing and updating "Local Management Plans", and the "Statewide AT Management Plan", to refine and implement State, Federal, and ATC policies and procedures.

3. To apply and enforce applicable State Forest and State Park Rules and Regulations on designated Trail corridor lands located on or within DCNR- administered lands and to attempt to ensure consistent rules and regulations for Trail use.

4. To be responsible for coordinating, wildfire control, and search and rescue on DCNR lands following established State policies and procedures.

5. To the extent feasible, to reduce, or mitigate third party interests within DCNR lands over which the AT passes, including but not limited to; utility rights-of-way, mineral, oil, and gas rights, and development that is not in keeping with the concept of a primitive foot path.

6. To the extent feasible, to continue to identify and protect natural, scenic, and cultural resources of significance on DCNR administered lands, including those on State Forest and State Park lands adjacent to the AT.

7. To coordinate with ATC and Local Clubs in providing Appalachian Trail public education programs.
The Pennsylvania Game Commission

Agrees:

1. To hereby authorize coordination of Trail maintenance, trail development planning, trail operational, and trail corridor monitoring responsibilities for the Pennsylvania sections of the Appalachian Trail located within Game Commission lands to the Appalachian Trail Conservancy.

2. To cooperate with the local Trail Clubs in preparing and updating "Local Trail Management Plans", and the "Statewide AT Management Plan", to refine and implement State, Federal, and ATC policies and procedures.

3. To apply and enforce Title 34 P.C.S., Game Commission Rules and Regulations on designated Trail corridor lands located on or within Game Commission owned lands and to attempt to ensure consistent rules and regulations for Trail use.

4. To be responsible for coordinating law enforcement, and to cooperate in search and rescue efforts on Game Commission lands, following established PGC State policies and procedures.

5. To the extent feasible, reduce, or mitigate third party interests within Game Commission lands over which the AT passes, including but not limited to: utility rights-of-way, mineral, oil, and gas rights, and other development interests that are not in keeping with the concept of the intended purpose for which the lands were acquired, including the wildlife related recreational opportunities of a primitive foot path.

6. To the extent feasible, to continue to identify and protect natural, scenic, and cultural resources of significance on Game Commission administered lands, including those on Game Commission lands adjacent to the AT.

7. To coordinate with ATC and Local Clubs in providing Appalachian Trail public education programs.
The South Mountain Restoration Center

Agrees:

1. To hereby delegate Trail maintenance, development planning, operational, and corridor monitoring responsibilities for the section of the Appalachian Trail located within Restoration Center lands to the Appalachian Trail Conservancy.

2. To cooperate with the local Trail Clubs in preparing and updating “Local Management Plans”, and the “Statewide AT Management Plan”, to refine and implement State, Federal, and ATC policies and procedures.

3. To permit the enforcement of applicable PA State Laws, Rules and Regulations on designated Trail corridor lands located on or within Restoration Center owned lands to attempt to ensure consistent rules and regulations for Trail use.

4. To the extent feasible, reduce, or mitigate third party interests within Restoration Center lands over which the AT passes, including but not limited to: utility rights-of-way, mineral, oil, and gas rights, and other development interests that are not in keeping with the concept of a primitive foot path.

5. To the extent feasible, to continue to identify and protect natural, scenic, and cultural resources of significance on Restoration Center administered lands, including those on Restoration Center lands adjacent to the AT.

6. To coordinate with ATC and Local Clubs in providing Appalachian Trail public education programs.
The Pennsylvania State Police

Agree:

1. To provide law enforcement and police services, including investigation and prosecution of any criminal acts occurring on Appalachian Trail lands in the Commonwealth of Pennsylvania, which are outside the jurisdiction, responsibility or capability of another PA State, County, or local law enforcement agency.

2. To coordinate all law enforcement or police services needed on Appalachian Trail lands within the Commonwealth by:

   2.1 Receiving initial or preliminary reports of crimes from citizens, other police jurisdictions, the Appalachian Trail Conservancy, or the National Park Service then,

   2.2 Notifying appropriate law enforcement agencies having primary jurisdiction and,

   2.3 By providing liaison as necessary, with and between the various involved agencies and jurisdictions.
The Pennsylvania Emergency Management Agency

Agrees:

1. To provide search and rescue services and operations in accordance with Annex V, "Search and Rescue," of the Commonwealth's "Emergency Operations Plan" for all search and rescue operations on Appalachian Trail lands in Pennsylvania, which are outside the jurisdiction responsibility or capability of any Federal, County, or local agency or department.

2. To coordinate other emergency management functions and services as they relate to natural or man-caused disasters or other emergency situations and/or threats thereof, that occur on Appalachian Trail lands in Pennsylvania, which are outside the jurisdiction, responsibility, or capability of another Federal, County, or local agency or department.

3. To include the Appalachian Trail in State-wide emergency preparedness planning and to encourage other Federal, State, County, and local emergency service agencies or departments to do the same.
The Pennsylvania Department of Transportation

Agrees:

1. To inform the National Park Service, the Appalachian Trail Conservancy and/or the local Trail Clubs as early as practical regarding any anticipated highway construction or maintenance plans or activities which might impact the physical corridor of the Appalachian Trail as mapped in #4 below.

2. To provide the safest practical highway crossings for AT hikers, wherever PA State roads or Interstate Highways are crossed by the Appalachian Trail.

3. To consult with the Appalachian Trail Conservancy and/or the local Trail Clubs before undertaking any projects (other than snow removal or emergency maintenance) which might impact upon the use of any highway crossings, pull-offs, parking areas or road shoulders by AT hikers.

4. To identify all points at which the Appalachian Trail, or an area extending 1,000 feet from either side of the footpath, intersects with any State Road or Interstate Highway.

5. To assist the Appalachian Trail Conservancy and/or the local Trail Clubs as requested and to the extent feasible, with the task of notifying and informing AT hikers of any emergencies, on-going maintenance operations, or other safety considerations of which AT hikers should be aware.

6. In consultation with the Appalachian Trail Conservancy to design, procure, install, and maintain appropriate signs, both safety and informational, to protect AT hikers and to inform the public of AT highway crossings, parking areas, and other highway-associated AT facilities, where feasible and as funding permits.

7. To provide, to the extent feasible, technical and financial assistance for capital improvements, such as parking areas, pedestrian access and walks, foot bridges, and other management needs associated with the use, development, administration, and maintenance of the Trail and related resources.

8. To include an accurate, updated depiction of the Pennsylvania section of the Appalachian Trail and other AT information in all revisions to the Pennsylvania Highway Map.

9. To provide accurate, updated information on the Appalachian Trail in DOT operated visitor information facilities and publications.
The Pennsylvania Turnpike Commission

Agrees:

1. To delegate Trail maintenance, development, operations, and corridor monitoring responsibilities for the sections of the Appalachian Trail located within Pennsylvania Turnpike Commission lands to the Appalachian Trail Conservancy.

2. To cooperate with the local Trail Clubs and the Appalachian Trail Conservancy in preparing and updating "Local Management Plans", and the "Statewide AT Management Plan", to refine and implement State, Federal, and ATC policies and procedures.

3. To the extent feasible, to apply and enforce applicable Pennsylvania Turnpike Commission Rules and Regulations on designated Trail corridor lands located on or within Pennsylvania Turnpike Commission administered lands and to attempt to ensure consistent rules and regulations for Trail use.

4. To cooperate with appropriate agencies in wildfire control, and search and rescue on Pennsylvania Turnpike Commission lands crossed by the Appalachian Trail following established State policies and procedures.

5. To the extent feasible, to continue to identify and protect natural, scenic, and cultural resources of significance on Pennsylvania Turnpike Commission administered lands adjacent to the AT.

6. To cooperate with ATC and Local Clubs in providing Appalachian Trail public education programs.

In consideration of the foregoing, the National Park Service and the Appalachian Trail Conservancy agree to cooperate with the Pennsylvania Turnpike Commission in any current or future communications tower modifications at the Palmerton tower site.
The Appalachian Trail Conservancy

Agrees:

1. To accept the Pennsylvania State agencies' delegation of responsibility, guaranteeing to those agencies that the Appalachian Trail will be managed satisfactorily, according to the ATC Constitution and Bylaws and ATC Board adopted policies and Trail standards.

2. To ensure that ATC and Trail Club activities on these Commonwealth-administered lands are in conformance with the statutory provisions of Pennsylvania laws and regulations.

3. To delegate responsibility for developing, operating, monitoring, and maintaining the Appalachian Trail in the Commonwealth of Pennsylvania to the Springfield Trail Club, Batona Hiking Club, Appalachian Mountain Club-Delaware Valley Chapter, Philadelphia Trail Club, Blue Mountain Eagle Climbing Club, Allentown Hiking Club, Brandywine Valley Outing Club, Susquehanna Appalachian Trail Club, York Hiking Club, Cumberland Valley Appalachian Trail Management Association, Mountain Club of Maryland, and Potomac Appalachian Trail Club. Responsibility will be delegated for Trail sections assigned to each Club by the Appalachian Trail Conservancy.

4. To serve in an advisory role to the local Trail Clubs, and as necessary, to provide backup support to the local Trail Clubs in carrying out day-to-day operational responsibilities.

5. To provide technical assistance to the local Trail Clubs in the preparation of “Local Management Plans”.

6. To provide oversight review and approval of "Local Management Plans" and “Statewide AT Management Plans,” to ensure conformance with Appalachian Trail Conservancy policies.

7. To assist the local Trail Clubs with the implementation of the operational aspects of the local and Statewide Plans.

8. To the extent authorized by the ATC Board of Managers, to provide technical and financial assistance to the local Trail Clubs in the development and maintenance of the Trail, for public information and education, and for monitoring of Commonwealth-administered or NPS acquired Trail lands in Pennsylvania.
The Wilmington Trail Club (STC)
The Batona Hiking Club (BHC)
The Appalachian Mountain Club: Delaware Valley Chapter (AMC)
The Philadelphia Trail Club (PTC)
The Blue Mountain Eagle Climbing Club (BMECC)
The Allentown Hiking Club (AHC)
The Susquehanna Appalachian Trail Club (SATC)
The York Hiking Club (YHC)
Cumberland Valley Appalachian Trail Club
The Mountain Club of Maryland (MCM)
The Potomac Appalachian Trail Club (PATC)
supported by
The Keystone Trails Association (KTA)

Agree:

1. To continue their long-standing roles as the responsible Appalachian Trail Maintaining Clubs in Pennsylvania, on Trail sections assigned by the Appalachian Trail Conservancy.

2. To accept delegated day-to-day responsibilities and privileges associated with developing, operating, monitoring, and maintaining the Appalachian Trail.

3. To plan, operate, develop, monitor, and maintain their assigned portion of the Appalachian Trail and its associated facilities in the State of Pennsylvania, subject to the approval of the responsible agency partner.

4. To recruit and organize volunteer member/workers.

5. To develop and present Trail education programs.

6. To each prepare a "Local Management Plan" for their assigned segment(s) of the Trail and keep it updated via a scheduled review process.

7. To adequately monitor assigned Trail corridor lands, including any Pennsylvania Commonwealth-administered lands and all lands acquired by the National Park Service for the Trail in Pennsylvania.

8. To plan and install necessary hiker facilities along the Appalachian Trail, in consultation with and subject to the approval of the responsible agency partner.

9. To develop an “annual work plan”, in close consultation with appropriate agency partners, to set out the objectives to be met during the club’s work year and the means to be employed to reach them.
The Land Managing Partners
(NPS, DCNR, PGC, SMRC)

Agree:

1. That the legislated authority of each individual land managing agency to manage, regulate, operate, develop, use, control, and protect all lands under its jurisdiction shall continue to be the controlling authority, subject to normal agency and judicial appeal and review processes.

2. To provide, to the extent feasible, technical and financial assistance for capital improvements, such as parking areas, shelters, foot bridges, and other management needs associated with the development, administration, and maintenance of the Trail and related resources.

3. To review with the Appalachian Trail Conservancy and local clubs, as necessary, the Trail’s location on Commonwealth and Federal lands to assure that it represents the most reasonable location, considering scenic qualities the physical requirements of a well designed and environmentally sound footpath, and past/current surrounding land uses.

   3.1 Any proposed major Trail relocation will be reviewed by the appropriate Partners according to established relocation procedures.

   3.2 Trail relocation procedures should be included in each “Local Management Plan”

   3.3 Any proposed Trail relocations on State Forest, State Park, Game Commission, or South Mountain Restoration Center lands are subject to final approval by the appropriate land managing agency.

   3.4 Any minor trail relocation requested by the local club and the Appalachian Trail Conservancy within the previously established Appalachian Trail Corridor (Section 4 below) will not require the land managing agency to shift the boundaries of the corridor on their management maps.

4. To establish an “Appalachian Trail Corridor” surrounding the Appalachian Trail Footpath (located as in #3 above), to preserve and enhance the area for the intended purpose for which the land was acquired, including Trail experience across all lands included in the Trail corridor.

   4.1 The “Appalachian Trail Corridor” shall extend 200 feet on each side of the Trail (400 feet total width) on State DCNR, Game Commission and South Mountain Restoration Center lands and shall encompass all National Park Service AT lands.

   4.2 Within the “AT Corridor” on National Park Service or other lands acquired primarily for the protection of the Appalachian Trail;
4.2.1 The Appalachian Trail will be the “Primary Feature” for which the lands are managed.

4.2.2 The use, protection and enhancement of the Trail will take precedence over all management priorities.

4.3 Within the "AT Corridor" on Department of Conservation and Natural Resources lands;

4.3.1 The entire "AT Corridor" will be managed to enhance Trail values.

4.3.2 New roads, and other rights-of-way (including utilities) construction will be avoided unless determined, through consultation with the Appalachian Trail Conservancy, to be vital for public health, safety, and welfare requirements. Corridor crossings by roads or other rights-of-way for purposes incident to administrative and management needs, will be kept to the minimum determined necessary through consultation with the Appalachian Trail Conservancy. In all cases, the impacts on the Trail shall be mitigated to the greatest extent possible and practical.

4.3.3 No new structures will be permitted unless they are determined, through consultation with the Appalachian Trail Conservancy, to be directly beneficial to the use of the Trail.

4.3.4 Timber harvesting will only be permitted for human safety, in order to preserve and enhance the naturalness of the Trail experience. If there is a catastrophic event, the Department, the National Park Service and the Appalachian Trail Conservancy will consult about any proposed timber salvage within the "AT corridor".

4.3.5 In order to further protect public safety and forest health, the Department will continue to perform its legally mandated responsibilities to protect all State Forest lands and State Park lands within or adjacent to the Appalachian Trail Corridor. These include, but are not limited to the suppression of forest fires and the control of insect and disease infestations. Traditional public recreational activities such as camping, hunting, fishing, and other non-motorized uses will continue to be permitted on all State Forest and State Park lands within or adjacent to the Appalachian Trail Corridor. Mountain biking and horseback riding will be permitted only as a special activity when it will cross the corridor perpendicularly and will be within the corridor for short durations lasting no more than 4 hours. The organizers of the special activity will be required to consult with ATC and/or appropriate local Trail Clubs prior to the event, perform a field visit prior to the event, ensure proper monitors are available at the corridor during the event, and repair any damage to the corridor after the event.
4.4 Outside the "AT Corridor" on Department of Conservation and Natural Resources lands;

4.4.1 Case-by-case consultation between appropriate DCNR agencies and the Appalachian Trail Conservancy shall take place regarding proposed land uses on State Forest and State Park lands adjoining the "AT Corridor," which are within the "foreground viewshed" of the footpath. Determination of lands to be included within this "Consultation Zone" shall be made in consultation with the local Trail maintaining clubs and the ATC.

4.4.2 The Appalachian Trail Conservancy and the appropriate Maintaining Trail Club, will also be consulted as such lands are evaluated, with sensitivity to Trail values, under the State Forest Resource Management Plans (SFRMP) or State Park Resource Management Plans. All plans for change within the "Consultation Zone" shall consider appropriate visibility and/or audibility mitigation.

4.4.3 Issues regarding proposed land uses on State Forest and State Park lands shall require the initiating DCNR agency to notify the Appalachian Trail Conservancy and the appropriate maintaining clubs of proposed changes which are within the "foreground viewshed" of the footpath. Written notification shall be required and delivery of the notification shall be by certified mail, return receipt. Case by case consultation shall occur between the appropriate DCNR agencies, the Appalachian Trail Conservancy, and the appropriate maintaining club(s) as needed to resolve the issue.

4.5 Within the "AT Corridor" on Game Commission lands;

4.5.1 While following land management practices to enhance wildlife habitat, sport hunting, trapping, and to fulfill the restoration, conservation, and enhancement of the intended purpose of these lands, the entire "AT Corridor" will also be managed to enhance wildlife dependant recreational activities which include Trail values.

4.5.2 Commercial activities such as New roads, and other rights-of-way (including utilities) construction will be avoided unless determined, to be vital for public health, safety, welfare requirements, or necessary to Commission management of the lands for their intended purpose. Corridor crossings by roads or other rights- of-way for purposes incident to administrative and management needs, will be kept to the minimum determined necessary. In all cases, the impacts on the Trail shall be mitigated to the greatest extent possible and practical.

4.5.3 No new structures will be permitted unless they are-determined, to be beneficial to the users of the Trail, and/or necessary to Commission management of the lands for their intended purpose.
4.5.4 Wildlife habitat management within the trail corridor will be completed in conjunction with the intended purposes for which the land was acquired, and with sensitivity to the Appalachian Trail. In all cases, the impacts of habitat management on the Trail shall be minimized, planned, and carried out in order to preserve and enhance the intended purpose for which the land was acquired, including wildlife dependant recreational opportunities and naturalness of the Trail experience.

4.6 Outside the “A.T. Corridor” on Game Commission lands;

4.6.1 The PGC shall be sensitive regarding proposed land uses which may have an impact upon users of the Trail, on Game Commission lands adjoining the AT Corridor."

4.6.2 All management plans shall consider appropriate visibility and/or audibility mitigation, to preserve and enhance the intended purpose for which the land was acquired, including wildlife dependant recreational opportunities and naturalness of the Trail experience.

4.6.3 Gameland Management Plans will be developed for the intended purpose for which the lands were acquired, which includes wildlife dependant recreational opportunities including Trail values.

4.7 Within the "AT Corridor" on South Mountain Restoration Center lands;

4.7.1 The entire "AT Corridor" will be managed to enhance Trail values.

4.7.2 New roads, and other rights-of-way (including utilities) construction will be avoided unless determined, through consultation with the Appalachian Trail Conservancy, to be vital for public health, safety, and welfare requirements. Corridor crossings by roads or other rights-of-way for purposes incident to administrative and management needs, will be kept to the minimum determined necessary through consultation with the Appalachian Trail Conservancy. In all cases, the impacts on the Trail shall be mitigated to the greatest extent possible and practical.

4.7.3 No new structures will be permitted unless they are determined, through consultation with the Appalachian Trail Conservancy, to be directly beneficial to the use of the Trail.

4.7.4 Timber harvesting will only be permitted for human safety, in order to preserve and enhance the naturalness of the Trail experience.

4.8 Outside the "AT Corridor" on South Mountain Restoration Center lands;
4.8.1 Case-by-case consultation between the SMRC and the Appalachian Trail Conservancy shall take place regarding proposed land uses on South Mountain Restoration Center lands adjoining the "AT Corridor," which are within the "foreground viewshed" of the footpath. Determination of lands to be included within this "Consultation Zone" shall be made in consultation with the local Trail maintaining clubs and the ATC.

4.8.2 The Appalachian Trail Conservancy and the appropriate "Maintaining' Trail Club will also be consulted as such lands are evaluated, with sensitivity to Trail values, under any SMRC "Natural Resource Management Plans" or similar plans. All plans for change shall consider appropriate visibility and/or audibility mitigation.

4.9 Within the “AT Corridor” on all lands;

4.9.1 All actions and/or responses to actions incidents, or proposals will be coordinated between the appropriate Partners.

4.9.2 The appropriate Partners will seek to locate and identify, where feasible, critical habitats, species of special concern, historical or archeological resources, or other special or sensitive resources requiring protection.

4.9.3 The appropriate Partners will seek to provide, where feasible, additional protection to important resources.
All Parties

Agree:

1. To promote public awareness of the Trail as opportunities arise, and to assist where appropriate and feasible in the development of public information and visitor education programs intended to enhance public use and enjoyment of the Appalachian Trail.

2. To meet as necessary to review the terms of this agreement, review each partner’s contributions to AT management, and to review as necessary, any and all other matters pertaining to the Appalachian Trail within the Commonwealth of Pennsylvania, which may be of concern to any party to this agreement.

3. That appropriate Partners will meet regularly together to develop annual work plans and to plan the implementation of all necessary actions to protect the Appalachian Trail.

4. That the National Park Service (ATPO) and the Appalachian Trail Conservancy will serve as "ex-officio" members of any local AT Management Committees.

5. To promptly inform appropriate parties of all proposals for change which may impact the Appalachian Trail.

6. To inform the National Park Service immediately (or within 24 hours) of any major emergency or controversial event occurring on Trail corridor lands, regardless of land ownership. The NPS will then communicate this information to all appropriate Partners.
TERM OF AGREEMENT

This Agreement will be effective upon full execution thereof and remain in force for a period of ten (10) years. Immediately prior to its expiration, all parties will review the Agreement and determine if it should be renewed modified, or terminated.

TERMINATION

This Agreement may be terminated by any of the Parties by providing sixty (60) days written notice to the others. In the event one or more Parties terminate their participation, it shall remain in effect as to all other Parties, unless they subsequently terminate participation.

MODIFICATION

This Agreement may be modified or amended in whole or in part, at any time, by the mutual written consent of all the Parties. Modifications may be proposed by any Party in writing to the others, but normally will be presented to the other Parties prior to their annual meeting and will be considered for adoption at that meeting.

REQUIRED CLAUSES

1. During the performance of this agreement, the participants agree to abide by the terms of Executive Order 11246 on non-discrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, or national origin.

2. No Member or Delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.
GLOSSARY OF TERMS

This "Glossary of Terms" is intended to define terms used in this Agreement. The meanings of the below-included terms are those as defined and established jointly by the Parties for purposes of this Agreement. All parties agree to the below listed meanings of terms as they are used for purposes of this Agreement.

1. Appalachian Trail (AT): The actual footpath and treadway of the Appalachian Trail and associated hiker facilities.

2. Appalachian Trail Corridor: Lands through which the Appalachian Trail passes, necessary for the establishment and preservation of the premier hiking experience envisioned for users of National Scenic Trails.

3. Development: The detailed planning, installation, erection, and/or construction of new or fundamentally improved Trail facilities or footpath components.

Examples of “Development”:

- Installation of a new Trail shelter,
- Placement of a new footbridge,
- Conversion of an existing structure to a new use,
- Installation of stairsteps on the footpath.

4. Delegate: To voluntarily provide a revocable authorization to another organization entrusting that organization with the performance of a function or portion of a function, which is normally the assigned responsibility of the delegator organization or agency.

Examples of “Delegation”

- Assigning a Trail Club the responsibility to keep blazes clearly visible on a section of Appalachian Trail footpath passing through the land-managing jurisdiction of a governmental agency,
- Assigning certain specific management functions regarding the Appalachian Trail from the National Park Service to the Appalachian Trail Conservancy,
- Assigning responsibility for developing "Local Management Plans" for Trail sections from the Appalachian Trail Conservancy to local Maintaining Trail Clubs,
- Assigning responsibility for planning the optimal location of the footpath within NPS AT corridor lands from the NPS to the ATC to the local Maintaining Trail Club.

5. Foreground: The visible extent (distance from the viewer) at which details and textures of objects visible from the AT Footpath can be discerned. This distance is measured during leaf-off season, during full daylight on excellent air-quality rating days. This is the standard used to establish the “Consultation Zone.”
6. **Operations**: The providing of services in the field (outdoors, in the environment) which are necessary to facilitate, control, and effect the desired and intended uses of the Appalachian Trail and to provide hikers with the enjoyable hiking experience desired and mandated by Congress.

Examples of "Operations":

- advising the public and/or permittees regarding provisions of Special Use Permits or similar use-controlling documents,
- taking of various actions to promote hiker safety,
- taking various actions to protect sensitive species or resources,
- presenting talks to hikers on various topics, -changing logbooks,
- getting emergency messages to hikers.

7. **Maintenance**: Repairing, replacing, re-constructing, improving, updating, preserving, sustaining, physically protecting, and bearing the expenses for those activities regarding the footpath, facilities, and structures associated with the Appalachian Trail.

Examples of "Maintenance"

- placing/replacing waterbars to control erosion on the footpath,
- re-roofing an existing Trail shelter,
- installing gates or boulders to control vehicle access to the footpath,
- blazing/reblazing Trail routes or side trails,
- installing or repairing a footbridge crossing of a stream.

8. **Minor Trail Relocation**: Deviation of not more than 1,000 feet in length or not more than 75 feet laterally from the last approved location, provided that the relocation proposal does not affect the verbal description or maps published in the Federal Register.

9. **Major Trail Relocation**: Deviation from the last approved location is such that the verbal description or maps published in the Federal Register are not adequate to accommodate the proposed relocation, or if the maintaining club or organization does not concur in the relocation proposal.

10. **Mitigation**: The taking of actions deemed effective in hiding, screening, hastening natural recovery, or measures for lessening the visible and/or audible impact of man-made alterations to the environment, both during and after such alterations are being accomplished.

Examples of "Mitigation":

- fast growing plant species or plants with dense year-round foliage to screen the visual impacts of a nearby building,
- using "earth-tone colors" to camouflage an intrusive structure,
- consolidation of many radio antenna sites onto one tower,
- using a quick growing ground cover to combat erosion.

11. **Monitoring**: Patrolling, observing, recording, checking, documenting, and/or regularly describing the physical characteristics of the AT footpath, the AT Corridor, and surrounding land use conditions in a systematic, routine fashion so as to reliably detect change.

Examples of "Monitoring":

- regularly hiking a specific Trail section and recording all changes observed,
- reporting observed land-use changes, vandalism, safety hazards, etc. encountered on a trail hike,
- recording the number of hikers observed using a Trail facility during a given period of time,
- becoming very familiar with a Trail section, such that physical landmarks are readily recognized and changes are immediately apparent.

12. **Planning**: The process by which decisions and specifications are reached for new, improved, changed, proposed, or continuing activities, facilities, land uses, or other man-caused alterations to the overall environment of the Appalachian Trail footpath, corridor, viewshed, or hiking experience.

Examples of "Planning":

- meetings between Trail Partners to relocate a section of the footpath,
- reviewing timber sale proposals to resolve whether any visual impacts will occur as seen from the footpath,
- creating a set of standards and standard procedures to be followed when working on Trail maintenance projects,
- meeting with Trail Partners to establish an annual work plan and set priorities for work projects.

13. **Viewshed**: The entire panorama visible from any given point on the Appalachian Trail footpath.

14. **The Appalachian Trail Experience**: The Appalachian Trail is, first and foremost, a footpath open to any and all who travel on foot. Its sole purpose as a recreational resource is to provide an opportunity for “travel on foot through the wild, scenic, wooded, pastoral, and culturally significant lands of the Appalachian Mountains.” Except in isolated instances where historically recognized nonconforming uses are allowed by legislative authority, the footpath of the Trail should not be used for any other purpose. This policy is intended to provide a framework within which other recreational uses will be evaluated. The Appalachian Trail Conservancy may develop additional policy direction for specific uses as needed.
Corridor lands acquired and managed for the Appalachian Trail not only protect the footpath itself, but provide primary protection of the Trail experience.

The Trail experience is intended to represent the sum of opportunities that are available for those walking the Appalachian Trail to interact with the wild, scenic, pastoral, cultural, and natural elements of the environment of the Appalachian Trail, unfettered and unimpeded by competing sights or sounds and in as direct and intimate a manner as possible. Integral to this Trail experience are:

- opportunities for observation, contemplation, enjoyment, and exploration of the natural world;
- a sense of remoteness and detachment from civilization;
- opportunities to experience solitude; freedom; personal accomplishment; self-reliance; and self-discovery;
- a sense of being on the height of the land;
- opportunities to experience the cultural, historical, and pastoral elements of the surrounding countryside;
- a feeling of being part of the natural environment; and
- opportunities for travel on foot, including opportunities for long-distance hiking.

Some recreational uses may affect the Trail experience because of an inherent conflict between different user groups’ expectations in a specific environment. Some might affect the Trail simply because they result in increased use of Trail lands. Other uses might affect the opportunities for solitude and reflection that certain sections of the Trail provide. The potential for conflict between other uses and the Trail’s sole recreational purpose increases as the users’ sense of remoteness and distance from the developed environment increases. Setting is important. While some activities may be appropriate along a rural or pastoral section of the Trail where other aspects of civilization are clearly evident, they may be entirely inappropriate in a designated wilderness, primitive area, or other remote area, where they may affect the experience significantly for people who have hiked to that location.
SIGNATURES:

Pamela F. Landfield
Project Manager, NPS Appalachian Trail Park Office, USDI
Date 9/26/05

Edward G. Rendell
Governor, Commonwealth of Pennsylvania
Date 6/12/06

Michael C. Stack
Secretary, PA Department of Conservation and Natural Resources
Date 9/26/05

Wayne D. Tully
Director, Pennsylvania Bureau of State Parks, DCNR
Date 9/26/05

James A. Heaslip
Director, Pennsylvania Bureau of Forestry, DCNR
Date 9/26/05

Thomas R. Furse
Executive Director, Pennsylvania Game Commission
Date 10/27/05

Patricia L. Funk
Secretary, Pennsylvania Department of Public Welfare
Date 2/18/06

Col. Jeffrey D. Miller
Commissioner, Pennsylvania State Police
Date 1/18/06

James C. Beamer
Director, Pennsylvania Emergency Management Agency
Date 4/1/06

Alan D.BBBB
Secretary, Pennsylvania Department of Transportation
Date 12/7/05

Joseph T. Spadone
Chairman, Pennsylvania Turnpike Commission
Date 12/22/05

David C. Steward
Chairman, Appalachian Trail Conservancy
Date 9/26/05

William C. Still
President, Keystone Trails Association
Date 9/26/05

Deborah P. Harker
President, Wilmington Trail Club
Date 9/10/06

Michael Cooper
President, Batona Hiking Club
Date 3/14/06

Richard L. Deaton
President, Appalachian Mountain Club, Delaware Valley Chapter
Date 12/22/05

Ann Marie Amundson
Past Secretary/ Treasurer
PA Turnpike Comm.
Date 12/22/05
SIGNATURES:

John B. Spofisa
President, Philadelphia Trail Club
9/26/05

President, Blue Mountain Eagle Climbing Club
9/26/05

President, Allentown Hiking Club
9/26/05

Barbara Jane Harney
President, Susquehanna Appalachian Trail Club
6/4/06

President, York Hiking Club
9/26/05

President, Cumberland Valley Appalachian Trail Club
9/26/05

President, Mountain Club of Maryland
9/26/05

President, Potomac Appalachian Trail Club

APPROVED AS TO FORM AND LEGALITY:

Office of General Counsel
Kimberly A. Arguello
Office of Chief Counsel, PA DCNR
9/29/05

Chief Counsel, PA Game Commission
10/31/05

Office of Attorney General
11/21/05

Alphonse P. Soif, Deputy Chief Counsel, PA Game Commission
22 Dec 05

Jose Brumm, FEMA Chief Counsel
1/9/06