

**MEMORANDUM OF UNDERSTANDING
for the
APPALACHIAN NATIONAL SCENIC TRAIL
in the
STATE OF NEW HAMPSHIRE**

BACKGROUND and OBJECTIVES

The Appalachian Trail (the 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 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 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 USDA Forest Service, 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*.

Ensuring the cooperative protection and management of the Appalachian Trail through the implementation of the *Comprehensive Plan for the Appalachian Trail* is the objective of this document.

Acronyms used in this document

AMC—Appalachian Mountain Club
A.T.—Appalachian Trail
ATC—Appalachian Trail Conservancy
ATPO—Appalachian Trail Park Office of the National Park Service
DOC—Dartmouth Outing Club
DRED—New Hampshire Department of Resources and Economic Development
NPS—National Park Service
USDA—United States Department of Agriculture
USDI—United States Department of Interior
USFS—United States Forest Service, within the USDA
WMNF—White Mountain National Forest

PURPOSE

This Memorandum of Understanding supersedes preexisting agreements between the National Park Service and the State of New Hampshire for the Appalachian National Scenic Trail and serves to describe specific understandings and working relationships among the Trail Partners (the Partners or the Parties) within the State of New Hampshire. The Parties to this Agreement are:

1. USDI National Park Service, Appalachian Trail Park Office (ATPO)
2. USDA Forest Service, White Mountain National Forest (WMNF)
3. Governor, State of New Hampshire
4. New Hampshire Department of Resources and Economic Development (DRED)
5. New Hampshire DRED Division of Parks and Recreation
6. New Hampshire DRED Division of Forests and Lands
7. New Hampshire Department of Fish and Game
8. New Hampshire Department of Transportation (NH-DOT)
9. New Hampshire Department of Safety, Division of State Police (NHSP)
10. Appalachian Trail Conservancy (ATC)
11. Appalachian Mountain Club (AMC)
12. Dartmouth Outing Club (DOC)

The above listed Parties to this Agreement (the Agreement) formally agree hereby to work together cooperatively in the administration and management of the Appalachian Trail in the State of New Hampshire, as described more fully in the Agreement.

AUTHORITY

The Agreement is authorized under the following laws:

1. National Trails System Act: 82 Stat. 919, 16 USC 1241
2. Appalachian Trail Act: New Hampshire State Statutes, RSA 216-D

EXCLUSIONS

1. The Agreement does not change:
 - 1.1 any jurisdictional relationships between the National Park Service or any other Federal agency and the State of New Hampshire, nor
 - 1.2 any established relationships between New Hampshire 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. The Agreement does not limit any Federal or State agency in respect to the exercise of its legislated mandates, prerogatives, privileges, management options, or authorities.
3. The Agreement is not intended to and does not create any contractual rights or obligations with respect to the signatory agencies or any other parties.

CONFLICT RESOLUTION

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

1. Negotiations will be held at the local (field) level between affected Partners. 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 Appalachian Trail New England Regional Partnership Committee may be consulted as a means of achieving conflict resolution. Since the recommendations of the Partnership Committee are not binding on any of the Partners;
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 trail-wide 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 Partners.
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. *[Note: All NPS-acquired lands in New Hampshire have been or are intended to be administratively transferred to the USDA Forest Service White Mountain National Forest. Upon their transfer, these lands are administered and managed by the White Mountain National Forest in accordance with Forest Service regulations and policies.]*
4. To provide oversight review of updates and revisions to local management plans developed by Trail-maintaining clubs for compliance with NPS and ATC Policies and Standards.
5. To contact and consult with the New Hampshire Department of Resources and Economic Development and the other Trail Partners on all matters regarding the Appalachian Trail in New Hampshire, including proposed projects, programs, and actions. Such coordination and consultation will normally take place through scheduled meetings among the Partners, but may also include communications through fax, phone, and email.
6. To provide, to the extent feasible, technical assistance for capital improvements, such as parking areas, shelters, footbridges, signage, and other management needs associated with the development, administration, and maintenance of the Trail and associated facilities on state lands, as appropriate.
7. To serve as the central contact point for all notification provisions of this Agreement, and to subsequently notify other appropriate Partners, as necessary.

Park Manager
Appalachian Trail Park Office-NPS
P.O. Box 50
252 McDowell Street (deliveries)
Harpers Ferry, WV 25425
Telephone: 304-535-6278

Fax: 304-535-6270

Chief Ranger
Appalachian Trail Park Office-NPS
P.O. Box 50
252 McDowell Street (deliveries)
Harpers Ferry, WV 25425
Telephone: 304-535-6278

Fax: 304-535-6270

National Park Service 24-hour Emergency Dispatch Service at Shenandoah
National Park, Luray, Virginia: 1-800-732-0911

The Forest Service, White Mountain National Forest

Agrees:

1. To provide coordination and oversight of the Appalachian Trail as described in the NPS: USFS Administrative Transfer in the Memorandum of Agreement, January 1993 (Control No. 84-SIE-002; NPS No. IA-ASFW-4-8001). Additional direction is provided in the White Mountain National Forest Land and Resources Management Plan.
2. To continue to be responsible for all matters pertaining to the Appalachian National Scenic Trail on National Forest-system lands and USFS-managed lands in New Hampshire which are not administratively assigned to other government agencies.
3. That on Appalachian National Scenic Trail-related lands, these non-delegated and non-assigned responsibilities include, but are not limited to, administration of Forest Service regulations and policies, authorizing or undertaking all research, resource management planning, and compliance with the National Environmental Policy Act, and performance of other administrative and managerial functions normally associated with national forest system lands administration and management.
4. To provide oversight review of updates and revisions to local management plans developed by Trail-maintaining clubs for compliance with NPS, USFS and ATC Policies and Standards.
5. To contact and consult with the New Hampshire Department of Resources and Economic Development and the other Trail Partners on significant matters regarding the Appalachian Trail in New Hampshire, including proposed projects, programs, and actions. Such coordination and consultation will normally take place through scheduled meetings among the Partners, but may also include communications through fax, phone, and email.
6. To provide, to the extent feasible, technical assistance for capital improvements, such as parking areas, shelters, footbridges, signage, and other management needs associated with the development, administration, and maintenance of the Trail and associated facilities on federal lands, as appropriate.
7. To serve as the central contact point for all notification provisions of this Agreement, and to subsequently notify other appropriate Partners, as necessary.

Forest Supervisor
White Mountain National Forest
719 N. Main Street
Laconia, NH 03246
Telephone: 603-528-8721

Fax: 603-528-8783

Alternate contacts:

Marianne Leberman, Recreation and Wilderness Program Leader
719 N. Main Street
Laconia, NH 03246
Telephone: 603-528-8751
mleberman@fs.fed.us

Rebecca Oreskes, Public Services Team Leader
719 N. Main Street
Laconia, NH 03246
Telephone: 603-528-8757
roreskes@fs.fed.us

Consistent with the DRED Statement of Policy regarding the Management and Protection of the Appalachian National Scenic Trail and associated Corridor crossing lands under the jurisdiction of the Department of Resources and Economic Development,

The New Hampshire Department of Resources and Economic Development (DRED):
Division of Forests and Lands and Division of Parks and Recreation

Agree:

1. To delegate trail maintenance, development planning, operational, and Corridor monitoring responsibilities for the New Hampshire sections of the Appalachian Trail located within DRED state lands to the Appalachian Trail Conservancy.
2. To cooperate with the ATC and the local A.T. clubs in preparing and updating "Local Management Plans," and 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 DRED-administered lands and to attempt to ensure consistent rules and regulations for Trail use.
4. To be responsible for coordinating wildfire control on DRED lands pursuant to established State policies and procedures.
5. To the extent feasible, reduce or mitigate third party interests within DRED lands over which the A.T. 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 be responsible for all matters pertaining to the Appalachian Trail on NH-DRED lands not delegated to other parties. These responsibilities include, but are not limited to, authorizing or undertaking research, resource management planning, state-owned structures management, and compliance with the New Hampshire environmental and resource management laws and regulations.
7. To inform appropriate State, County, and local authorities, officials, commissions, and/or agencies, private utilities, and other necessary parties about the location of Appalachian Trail lands, and any regulations or prohibitions as may apply on those lands.
8. To support, to the extent feasible and subject to the availability of funds, cooperative programs intended to identify and provide additional protection to natural, scenic, and cultural resources of significance adjacent to the Trail. These programs may include acquisition of lands or conservation easements, designation to the State or National Register of Historic Places, and/or employing resource Best Management Practices, including agriculture and forestry, to enhance recreation and aesthetic values.
9. To contact and consult with the other Trail partners on all matters regarding the Appalachian Trail in New Hampshire, including proposed projects, programs, and actions. Such

coordination and consultation will normally take place through the face-to-face meetings among the partners, but any other means of communication, including fax, phone, and email, may be used.

10. To coordinate with ATC and the local A.T. clubs in providing Appalachian Trail public education programs by assisting as a liaison with State and local tourism agencies, State and local school programs (such as ATC's A Trail to Every Classroom, or TTEC, program), chambers of commerce, the media, and other civic groups.
11. To the extent feasible and where of common interest to both partners, to provide technical assistance for private land-conservation efforts initiated or supported by ATC's land trust program for lands outside the state lands or Appalachian Trail Corridor lands, including ATC community outreach programs, liaison programs with regional planning bodies, and gateway community programs.
12. The Primary Officials are:

Commissioner
New Hampshire Dept. of Resources and Economic Development
P.O. Box 1856
172 Pembroke Road
Concord, NH 03302-1856
Telephone: 603-271-2411 Fax: 603-271-2629

Director, Division of Forests and Lands
New Hampshire Dept. of Resources and Economic Development
P.O. Box 1856
172 Pembroke Road
Concord, NH 03302-1856
Telephone: 603-271-2215 Fax: 603-271-2629

Director, Division of Parks and Recreation
New Hampshire Dept. of Resources and Economic Development
P.O. Box 1856
172 Pembroke Road
Concord, NH 03302-1856
Telephone: 603-271-3556 Fax: 603-271-2629

The New Hampshire Fish and Game Department

Agrees:

1. To apply and enforce New Hampshire Fish and Game Rules and Regulations along the Trail Corridor and to attempt to ensure consistent rules and regulations for Trail use.
2. To provide search-and-rescue services, emergency evacuation and recovery services, and coordination for all search and rescue operations on Appalachian Trail lands in the State of New Hampshire.
- 3 To advise the other Trail partners of special wildlife postings or advisories as appropriate.
4. To the extent feasible, provide technical assistance and support for private land-conservation efforts initiated or supported by ATC's land trust program for lands outside the state lands or Appalachian Trail Corridor lands.
5. The primary official for the New Hampshire Fish and Game Department is the Chief of Law Enforcement:

Chief of Law Enforcement
New Hampshire Fish and Game Department
11 Hazen Drive
Concord, NH 03301
Telephone: 603-271-3127 Fax: 603-271-8859

The New Hampshire Department of Safety

Agrees:

1. To provide law enforcement and police services, including investigation and prosecution of any criminal acts occurring on Appalachian Trail lands in the State of New Hampshire which are within the jurisdiction, responsibility or capability of Department of Safety, Division of State Police.
2. To coordinate all law enforcement or police services needed on Appalachian Trail lands within the State by:
 - 2.1 Receiving initial or preliminary reports of crimes from citizens, other police jurisdictions, the local Appalachian Trail clubs, the Appalachian Trail Conservancy, the White Mountain National Forest, 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.
3. The Division of State Police, Division of Homeland Security and/or the Bureau of Emergency Services will coordinate or provide emergency-management services, including management of natural or man-caused disasters and/or threats thereof, hazardous materials incidents, and terrorist, hostage, or any other emergency situations on all Appalachian Trail Lands in the State of New Hampshire.

Department of Safety
Division of State Police
33 Hazen Drive
Concord, NH 03305
Director's Office Telephone: 603-271-2450

Troop F
549 Route 302
Twin Mountain, NH 03595
Mailing Address:
P.O. Box 440
Twin Mountain, NH 03595
Telephone: 603-846-3333

Fax: 603-846-5080

The New Hampshire Department of Transportation (DOT)

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.
2. To provide the safest practicable highway crossings for A.T. hikers as funding allows, wherever State roads or Interstate Highways are crossed by the Appalachian Trail.
3. To consult with the Appalachian Trail Conservancy and/or the local A.T. clubs before undertaking any capital projects, which might impact upon the use of any highway crossings, pull-offs, parking areas or road shoulders by A.T. 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 A.T. clubs as requested and to the extent feasible, with the task of notifying and informing A.T. hikers of any emergencies, on-going maintenance operations, or other safety considerations of which A.T. hikers should be aware.
6. In consultation with the Appalachian Trail Conservancy and/or the local A.T. clubs to design, procure, install, and maintain appropriate signs, both safety and informational, to protect A.T. hikers and to inform the public of A.T. highway crossings, parking areas, and other highway-associated A.T. facilities, where feasible and as funding permits.
7. To provide, to the extent the law allows and within the overall Department's funding constraints, 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. The Commissioner of DOT shall determine policy and Department's involvement concerning the above issues.
8. To include an accurate, updated depiction of the New Hampshire section of the Appalachian Trail and other A.T. information in all revisions to the New Hampshire Highway Map. The A.T. shall furnish GPS locations to the Department for inclusion in their mapping.
9. To provide accurate, updated information on the Appalachian Trail as provided by others in DOT operated visitor information facilities and publications.
10. It is understood that DOT will not be providing summer or winter maintenance to any highway crossings, pull-offs, parking areas or road shoulders.

The Appalachian Trail Conservancy

Agrees:

1. To accept the New Hampshire 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 adopted policies and Trail standards.
2. To ensure that ATC and local A.T. club activities on these State-administered lands are in conformance with the statutory provisions of New Hampshire laws and regulations.
3. To delegate responsibility for developing, operating, monitoring, and maintaining the Appalachian Trail in the State of New Hampshire to the Appalachian Mountain Club and the Dartmouth Outing Club as the local A.T. clubs. Responsibility will be delegated for identified Trail sections assigned to each club by the Appalachian Trail Conservancy.
4. To serve in an advisory role to the local A.T. clubs, and as necessary, to provide backup support to the local A.T. clubs in carrying out day-to-day operational responsibilities.
5. To provide technical assistance to the local A.T. clubs in the preparation of "Local Management Plans."
6. To provide oversight review and approval of "Local Management Plans" to ensure conformance with Appalachian Trail Conservancy policies.
7. To assist the local A.T. clubs with the implementation of the operational aspects of the Local Management Plans.
8. To the extent authorized by the ATC Board of Directors, to provide technical and financial assistance to the local A.T. clubs in the development and maintenance of the Trail, for public information and education, and for monitoring of State-administered Trail lands in New Hampshire.
9. The primary officials for the Appalachian Trail Conservancy are:

Chief Operating Officer
Appalachian Trail Conservancy
P.O. Box 807
799 Washington Street (deliveries)
Harpers Ferry, WV 25425
Telephone: 304-535-6331

Fax: 304-535-2667

ATC New England Regional Director
Appalachian Trail Conservancy New England Regional Office
Kellogg Conservation Center
P.O. Box 264
South Egremont, MA 01258
Office phone: 413-528-8002 Fax: 413-528-2488

The Appalachian Mountain Club (AMC) and
The Dartmouth Outing Club (DOC)

Agree:

1. To continue their long-standing roles as the responsible Appalachian Trail maintaining clubs (local A.T. clubs) in New Hampshire, on Trail sections assigned by the Appalachian Trail Conservancy.
2. To accept the day-to-day responsibilities and privileges delegated by the Appalachian Trail Conservancy associated with developing, operating, monitoring, and maintaining the Appalachian Trail on State of New Hampshire lands and federal lands.
3. To plan, operate, develop, monitor, and maintain their assigned portion of the Appalachian Trail and its associated facilities in the State of New Hampshire, subject to the approval of the responsible agency partner.
4. To recruit, retain, train, 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 New Hampshire State-administered lands.
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 and annually update the Capital Plan and conduct routine Trail Assessment inventories in close consultation with NPS, ATC, and appropriate agency partners, to set out A.T. work projects and anticipated funding needs over the next five-years.
10. The primary officials for the A.T. clubs in New Hampshire are:

Appalachian Mountain Club Executive Director

Appalachian Mountain Club

5 Joy Street

Boston, MA 02108

Telephone: 617-523-0655

Fax: 617-523-6617

Appalachian Mountain Club Deputy Director of Conservation
Appalachian Mountain Club
5 Joy Street
Boston, MA 02108
617-523-0655 x380

Director of Outdoor Programs
Dartmouth Outing Club
P.O. Box 9
Deliveries: Room 19, Robinson Hall, Dartmouth College
Hanover, NH 03755
Telephone: 603-643-2428 Fax: 603-643-1444

The Land Managing Partners
(NPS, USFS and DRED)

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 and subject to the availability of funds, 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 A.T. clubs, as necessary, the Trail's location on State 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 or State Park lands are subject to final approval by the appropriate land managing agency.
 - 3.4 Any minor trail relocation requested by the local A.T. 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" (the Trail Corridor) surrounding the Appalachian Trail Footpath (as located as in #3 above), and to preserve and enhance the area for the intended purpose for which the land was acquired, including the Trail experience, across all lands included in the Trail Corridor.
 - 4.1.1 The Trail Corridor shall extend 500 feet on each side of the Trail (1,000 feet total width) on State DRED lands, as described in the *DRED Statement of Policy Regarding the Management and Protection of the Appalachian Scenic Trail*.
 - 4.1.2 The Trail Corridor shall encompass all National Park Service A.T. lands transferred to the Forest Service, USDA, by Memorandum of Agreement in January 1993 (Control No. 84-SIE-002; NPS No. IA-ASFW-4-8001), and managed as White Mountain National Forest Management Area 8.3—Appalachian National Scenic Trail commonly referred to as "Corridor

lands” or “transfer lands.” Finally, it includes A.T. Management Area lands designated in the WMNF plan (MA 8.3).

4.1.3 The Trail Corridor shall include the lands designated in the WMNF Forest Land Management Plan as MA 8.3.

4.2 Within the Trail 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 The Trail Corridor on DRED lands includes the following state parks and forests:

<i>State Reservation</i>	<i>Location</i>	<i>Length of Trail</i>
Benton State Forest	Benton	0.50 miles
Crawford Notch State Park	Hart’s Location	2.60
Franconia Notch State Park	Lincoln	1.50
Lead Mine State Forest	Shelburne	0.80
Mt. Washington State Park	Sargents Purchase	0.12

4.3.1 The Trail Corridor will be managed to enhance trail values as defined in the *DRED Statement of Policy Regarding the Management and Protection of the Appalachian National Scenic Trail*, which is herein incorporated by reference. In accordance with that policy, the Trail Corridor on DRED lands is defined as extending 500 feet on either side of the Appalachian National Scenic Trail footpath, divided into two protection zones, the Primary Protection Zone and the Secondary Protection Zone.

4.3.2 Mt. Washington State Park is a unique Reservation that the Trail passes through. It has a different set of values, both to the Trail users and the visiting public than other sections of the Trail. It has a long-established record of occupancy on the summit with numerous buildings, towers, an auto road and a railroad station. As such, the Trail Corridor in Mt. Washington State Park shall be managed as a “Consultation Zone.” Within this “Consultation Zone,” the Partners shall identify, discuss, and coordinate, on a case-by-case basis, proposed uses within the Zone, and on such additional lands as may be appropriate. Appropriate uses and mitigation measures for high visibility or high audibility projects that are proposed within or adjacent to the “Consultation Zone” or that otherwise affect the Trail experience will be addressed through consultation among the Partners.

4.4 Outside the Trail Corridor on DRED lands:

4.4.1 The National Park Service, the Appalachian Trail Conservancy and the local A.T. club shall also be notified by DRED when 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 shall consider appropriate visibility and/or audibility mitigation.

4.4.2 Issues regarding proposed changes to land uses on the above listed State Forest and State Park lands shall require the initiating DRED agency to notify the National Park Service and the Appalachian Trail Conservancy and the appropriate local A.T. club of proposed changes. Written notification shall be required and delivery of the notification shall be by certified mail, return receipt. Case-by-case discussions shall occur between the appropriate DRED agencies, the NPS, the ATC, and the appropriate maintaining club(s) as needed to resolve the issue.

4.5 Within the "A.T. Corridor" on all lands:

4.5.1 All proposed actions and/or responses to incidents, shall be coordinated between the appropriate Partners.

4.5.2 The appropriate Partners will cooperate in locating and identifying critical habitats, species of special concern, historical or archeological resources, invasive species, or other special or sensitive resources requiring protection or management, as resources allow.

All Partners

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 the Agreement, review each partner's contributions to A.T. management, and to review as necessary, any and all other matters pertaining to the Appalachian Trail within the State of New Hampshire
3. To meet regularly to develop annual work plans and to plan the implementation of all necessary actions to protect the Appalachian Trail, including consideration of an annual meeting coincident with New England Partnership Meeting to discuss work plan.
4. That the National Park Service (ATPO) and the Appalachian Trail Conservancy will serve as “ex-officio” members of any local A.T. Management Committees.
5. To promptly inform each other of all proposals for change that may impact the A.T. or the Trail Corridor.
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.
7. To inform each other of activities that are violations of laws or regulations or incursions onto lands protected for the benefit of the Appalachian Trail.
8. To consider an annual meeting or contact to review and update incident and emergency management procedures and contacts.

TERM OF AGREEMENT

This Memorandum of Understanding will be effective upon full execution thereof and remain in force for a period of five (5) years. Sixty (60) days prior to its expiration, all parties will review the Agreement and determine if it should be renewed modified, or terminated. Should there be no need for modification determined in writing, this agreement will automatically renew for a succeeding five-year term.

TERMINATION

The Agreement may be terminated by any of the Parties by providing sixty (60) days written notice to the others, which may include reasons for termination. 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

The 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 The Agreement, the parties 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 parties 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 The Agreement, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to The Agreement if made with a corporation for its general benefit.
3. Nothing in this Agreement shall be construed as binding any signatory to provide funding, staff resources, or any other resource not otherwise voluntarily allocated by that signatory and, in the case of a state or federal entity, that is not already a part of the established program for that entity, nor shall anything in this Agreement be construed as circumventing any applicable state or federal law including those related to bidding and other public processes. Nothing in this Agreement shall be construed as requiring any signatory to make any specific decision with respect to implementation of this Agreement. In addition, nothing

in this Agreement shall be construed as providing standing for any third party to enforce the terms of this Agreement.

4. Nothing in this Agreement shall be deemed to constitute a waiver of the sovereign immunity of the State of New Hampshire, or a waiver of the protections of RSA 212:34, RSA 215-A:34, II, RSA 508:14 and/or RSA 541-B:19 (or any successor or other statutory or regulatory provision then applicable).

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 (A.T.):** 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 to a local A.T. 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 A.T. Corridor lands from the NPS to the ATC to local A.T. clubs.
5. **Foreground:** The visible extent (distance from the viewer) at which details and textures of objects visible from the A.T. 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, reconstructing, 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”:

- planting 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 A.T. footpath, the A.T. 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.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized representatives on the dates indicated below.



John Lynch, Governor
State of New Hampshire

4/1/09
Date



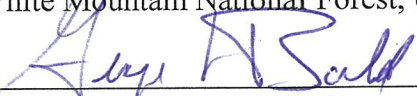
Pamela Underhill, Park Manager
Appalachian Trail Park Office
National Park Service, U.S. Department of Interior

3/25/09
Date



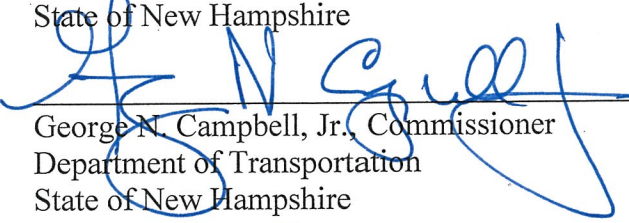
Thomas G. Wagner, Forest Supervisor
White Mountain National Forest, USDA Forest Service

3/25/09
Date




George M. Bald, Commissioner
Department of Resources and Economic Development
State of New Hampshire

3/25/09
Date



George N. Campbell, Jr., Commissioner
Department of Transportation
State of New Hampshire

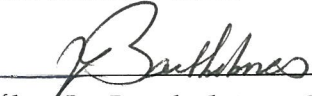
3/25/09
Date



Colonel Timothy J. Accorne
N.H. Fish and Game

Glenn Normandeau
Executive Director

3/25/09
Date




John J. Barthelmes, Commissioner
Department of Safety
State of New Hampshire

3/24/09
Date



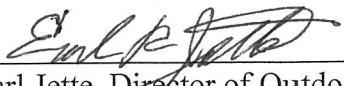
David N. Startzell, Executive Director
Appalachian Trail Conservancy

3/25/09
Date



Andrew J. Falender, Executive Director
Appalachian Mountain Club

3/19/09
Date



Earl Jette, Director of Outdoor Programs
Dartmouth College

3/25/09
Date

