

**AGREEMENT
Regarding the
APPALACHIAN NATIONAL SCENIC TRAIL
in the
STATE OF NEW YORK**

I. BACKGROUND

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, reaffirmed in 1987, 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 an Agreement, which provides 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.

II. OBJECTIVES

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

III. PURPOSE

This Agreement supersedes pre-existing agreements between the National Park Service (for the Appalachian Trail) and partners and agencies of the State of New York and serves to describe specific understandings and working relationships among the Trail Partners within the State of New York (Partners or Parties). These Partners who are Parties to this Agreement include:

1. USDI, National Park Service, Appalachian National Scenic Trail (ANST or APPA)
2. New York State Office of Parks, Recreation, and Historic Preservation (OPRHP)
3. New York State Department of Environmental Conservation (NYSDEC)
4. Palisades Interstate Park Commission (PIPC)
5. New York State Police (NYSP)
6. New York State Department of Transportation (NYSDOT)
7. New York State Bridge Authority (NYSBA)
8. Appalachian Trail Conservancy (ATC)
9. New York-New Jersey Trail Conference (NY-NJTC)

The above listed Partners agree to work together cooperatively in the administration and management of the Appalachian Trail in the State of New York.

IV. AUTHORITY

This Agreement is authorized under the following laws:

1. National Trails System Act: 82 Stat. 919; 16 USC 1241 et seq.
2. 16 U.S.C. § 1-3 – General Authority to Take Actions That Promote and Regulate Units of the National Park System -- The NPS Organic Act directs the Secretary of the Interior to promote and regulate national Park System lands by such means and measures as to conform to the fundamental purpose of such lands, namely conservation of the scenery and natural and historic objects and wildlife therein, and to provide for the enjoyment of these resources in a manner and by such means as will leave them unimpaired for the enjoyment of future generations.
3. 16 U.S.C. 18g-j – Acceptance of Volunteer Services -- The Secretary of the Interior is authorized to recruit, train, and accept the services of individuals without compensation as volunteers for or in the aid of interpretive functions, or other visitor services or activities in and related to areas of the National Park System. Such volunteers may not be used for hazardous duty or law enforcement work or in policymaking processes or to displace any employee. A special exception allows the acceptance of the services of individuals that the Secretary determines “are skilled in performing hazardous activities.”
4. New York State Law: Parks, Recreation and Historic Preservation Law (PRHPL) Sections 3.09(6) and 9.05;

5. Environmental Conservation Law (ECL): Article 3, Section 3-0301 (2)(d)V.

EXCLUSIONS

1. This Agreement does not change:
 - 1.1 any jurisdictional relationships between the National Park Service or any other Federal agency, and the State of New York agencies, PIPC nor
 - 1.2. any established relationships between New York State agencies, PIPC 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.
- 3 This Agreement is not intended to and does not create any contractual rights or obligations with respect to the signatories or any other parties.

VI. 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/regional) level between or among affected Partners. The Partners agree to work together at the local level to exhaust all practical means of conflict resolution.
2. Failing satisfactory resolution by negotiations at the local (field/regional) level, the issue may elevate through established agency chain-of-command reviews or formal agency appeal procedures for final resolution.

VII. STATEMENT OF WORK (Responsibilities of each Partner)

A. The National Park Service, Appalachian National Scenic Trail (APPA)

The Appalachian National Scenic Trail is a unit of the National Park System administered primarily as a footpath in cooperation with the USDA Forest Service and the 14 states encompassing the Trail. The ANST is administered by NPS-APPA by a park superintendent and her staff. In the National Trails System Act, Congress determined that the Appalachian National Scenic Trail (and other NSTs since designated) “will be extended trails so located as to provide for maximum outdoor recreation potential, and for the conservation and enjoyment of the nationally significant scenic, historic, natural or cultural qualities of the areas through which such trails shall pass.” (PL 90-543).

The APPA Agrees:

1. To provide overall administration, coordination, and oversight of the Appalachian Trail as directed by Congress, with an emphasis on ensuring Trailwide consistency of management operations, development and maintenance 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 that are not delegated to other Parties.
3. That on National Park Service-administered 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 and resource management planning; authorizing special use permits for such activities as research, filming, agricultural activities, and events; natural and cultural resource management; Federally owned structures management; compliance with the National Environmental Policy Act and Section 106 of the National Historic Preservation Act.
4. To provide oversight review and approval of “Local Management Plans” developed by the NY-NJTC.
5. To provide to the extent feasible -- subject to the availability of funding and so as not to bind the APPA to expend in any one fiscal year any sums in excess of appropriations made by Congress and administratively allocated for the purpose of this agreement for the fiscal year or to involve the APPA in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations -- funding and technical assistance for capital improvements, such as parking areas, shelters, footbridges, signage, and other maintenance of the Trail and associated facilities, as appropriate.
6. To provide as funds and staffing permit -- subject to the availability of funding and so as not to bind the APPA to expend in any one fiscal year any sums in excess of appropriations

made by Congress and administratively allocated for the purpose of this agreement for the fiscal year or to involve the APPA in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations -- support for programs to engage youth and underserved audiences, to build and sustain relationships with communities near the Trail encouraging sustainable tourism and healthful activities by New York residents, and to improve environmental stewardship.

7. To serve as the primary central contact point for all notification provisions of this Agreement.
8. The primary contacts are:

Superintendent
Appalachian National Scenic Trail
National Park Service
P.O. Box 50
(Deliveries: 252 McDowell Street)
Harpers Ferry, WV 25425
Telephone: 304-535-6278
Fax: 304-535-6270

In the case of law enforcement or emergency response:

Chief Ranger
Appalachian National Scenic Trail
National Park Service
P.O. Box 50
(Deliveries: 252 McDowell Street)
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

**B. The New York State Office of Parks, Recreation and Historic Preservation
The New York State Department of Environmental Conservation
and
The Palisades Interstate Park Commission**

OPRHP – The mission of the Office of Parks, Recreation and Historic Preservation is to provide safe and enjoyable recreational and interpretive opportunities for all New York State residents and visitors and to be responsible stewards of our valuable natural, historic and cultural resources. OPRHP oversees 179 state parks and 35 historic sites. The Appalachian Trail passes through five of these state parks (Clarence Fahnestock, Hudson Highlands, Bear Mountain, Harriman, and Sterling Forest).

NYSDEC – The New York State Department of Environmental Conservation is an agency of the State of New York responsible for protecting the water, land, fish, wildlife and air resources of the State and has management jurisdiction over State land classified as the Depot Hill Multiple Use Area, through which a portion of the Appalachian Trail passes, located in the towns of Beekman and Pawling in Dutchess County.

PIPC – The Palisades Interstate Park Commission manages the Palisades Interstate Park in New Jersey, as well as the State Parks and Historic Sites in the Palisades Region of New York State OPRHP. The Commission was formed by the States of New Jersey and New York in 1900. The governor of each state appoints five Commissioners to the Commission, who serve staggered five-year terms. The main offices for the PIPC are at the Administration Building at Bear Mountain State Park in Bear Mountain, New York 10911-0427.

The OPRHP, NYSDEC and PIPC Agree as follows but in accordance with Section 41 of the State Finance Law shall not bind the State for any monetary liability in excess of funds appropriated or otherwise available for this Agreement:

1. OPRHP agrees to serve, in accordance with Park Recreation and Historic Preservation Law (PRHPL) Section 3.09 (6) as the primary point of contact for matters pertaining to the establishment, protection and maintenance of the Appalachian Trail in New York.
2. To hereby authorize the Appalachian Trail Conservancy through the appropriate OPRHP and DEC Regional Offices to assist in management operations, development, maintenance, and monitoring responsibilities for the New York sections of the Appalachian Trail under their respective jurisdictions.
3. To cooperate with the NY-NJTC in preparing and updating Local Management Plans to refine and implement State, Federal, and ATC policies and procedures.
4. To apply and enforce applicable NY State laws, regulations and agency policies on designated Appalachian Trail corridor lands located on or within State- or PIPC-owned lands in order to ensure consistency in public use.

5. To coordinate law enforcement, fire control, search and rescue, and other emergency activities (by Park Police for State lands managed by OPRHP and PIPC and by Forest Rangers for State lands managed by DEC) under established State policies and procedures, including the National Incident Management System, where applicable.
6. To inform, to the extent feasible, appropriate State, County, and local authorities, officials, commissions, and/or agencies, private utilities, and other necessary parties about the location and commercial or man-made development prohibitions on Appalachian Trail lands and of the role and planning function of the local Trail Management Committees.
7. To support, to the extent feasible, 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 or purchase of lands or conservation easements, designations through the New York State Natural Heritage Program, designation to the State or National Register of Historic Places, and forestry management practices to enhance recreation and aesthetic values.
8. To coordinate with APPA, ATC and the NY-NJTC in providing Appalachian Trail public education programs by assisting as a liaison with State and local tourism agencies, chambers of Commerce, the media, and other groups.
9. With recognition that the New York State Historic Preservation Office falls under the administration of OPRHP, and that the Appalachian National Scenic Trail is eligible for listing in the National Register of Historic Places, OPRHP also agrees:
 - a. To serve as the primary point of contact for matters relating to nomination of New York State Appalachian Trail lands to the National and State Registers of Historic Places;
 - b. To advise and assist, as appropriate, AT management Partners in carrying out their historic preservation responsibilities;
 - c. To help ensure the historic significance of the Appalachian Trail in New York is taken into consideration at all levels of planning and development;
 - d. To provide public information and technical assistance relating to the Federal and State Historic Preservation Programs;
 - e. To inform the NPS of any development impacts that come to their attention affecting AT corridor lands in New York.
 - f. To the extent feasible, to continue to identify and protect historic and cultural resources of significance on State Forest and State Park lands within and adjacent to the AT Corridor. To support, to the extent feasible, cooperative programs intended to identify and provide additional protection to historic and cultural resources of significance within

and adjacent to the AT Corridor. These programs may include designation to the State or National Register of Historic Places.

- g. To inform the NPS immediately of any potential damage or vandalism to historic or cultural resources on federal lands within the AT Corridor and, at the request of APPA, to provide technical assistance in the documentation of any such damage or vandalism.

The primary contacts are:

OPRHP
Regional Director, Taconic Region
Staatsburg, NY 12580
845-889-4100
Fax: 845-889-8321

NYSDEC Region 3
Regional Forester
Division of Lands and Forests
21 South Putt Corners Road
New Paltz, NY 12561
845- 256-3084

Executive Director
Palisades Interstate Park Commission
Administration Building
Bear Mountain, NY 10911
845-786-2701
Fax: 845-786-2776

C. New York State Police

NYSP – The New York State Police has a long tradition of providing outstanding protection of persons and property, prevention of crime, enforcement of the law, ensuring highway safety and promoting peace and order in New York, while providing the highest quality support services in an efficient manner, creating partnerships for safety and security with individuals, groups and communities throughout the state.

The NYSP 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 York.
2. To coordinate all law enforcement or police services needed on the Appalachian Trail lands with the State by:
 - 2.1 Receiving initial or preliminary reports of crimes from citizens, other police jurisdictions, the National Park Service or the Appalachian Trail Conservancy then,
 - 2.2 Notifying appropriate law enforcement agencies having primary jurisdiction and,
 - 2.3 Acting as liaison as necessary, with and between various involved agencies and jurisdictions.
3. To provide emergency management, including the management of natural or man-caused disasters and/or threats thereof, including hazardous materials incidents, terrorist, hostage, or any other emergency situations on Appalachian Trail lands in the State of New York that no other State, County, or local jurisdiction has the mandate or capability to handle.
4. The primary contacts are:

Troop K Commander (Dutchess-Putnam)
New York State Police
2541 Route 44,
Salt Point, NY 12578
845-677-7301
Fax: 845-677-6846

Zone 2 Commander (Orange-Rockland)
New York State Police
369 Nininger Road
Monroe, NY 10950
845-782-8311
Fax: 845-782-5892

D. New York State Bridge Authority

NYSBA – The mission of the New York State Bridge Authority is to maintain and operate the vehicle crossings of the Hudson River entrusted to its jurisdiction for the economic and social benefit of the people of the state.

The NYSBA Agrees:

1. To allow hikers using the Appalachian Trail to cross the Bear Mountain Bridge on the pedestrian walkway.
2. To provide the safest practical crossing of traffic lanes for hikers.
3. To notify the APPA, ATC or NY-NJTC prior to undertaking any planned activities or projects which will affect the use of the Bear Mountain Bridge by hikers.
4. To include the APPA, ATC and/or the NY-NJTC as early as possible in any planning efforts for major rehabilitation or construction projects which may affect use of the Bear Mountain Bridge by hikers.
5. To coordinate with the ATC and/or the NY-NJTC for the placement of signage and blazing for the Appalachian Trail.
6. The primary contacts are:

Deputy Executive Director
New York State Bridge Authority
P.O. Box 1010
Highland, NY 12528
845-691-7245
Fax: 845-691-3560

E. New York State Department of Transportation

NYSDOT – The New York State Department of Transportation is an executive agency of the State of New York. It has general and special powers and duties more fully described in Article 2 of the Highway Law and has general functions, powers and duties more fully described in Article 2 of the Transportation Law. Pursuant thereto, the NYSDOT coordinates operation of transportation facilities and services including highway, bridges, railroad, and mass transit, to ensure that those who live, work and travel in New York State have a safe, efficient, balanced and environmentally sound transportation system.

The NYSDOT Agrees:

1. To inform the APPA, ATC or the NY-NJTC of any anticipated highway construction, or other activities over which the NYSDOT has jurisdiction, might impact any of the following in relation to the AT:
 - 1.1 The physical corridor of the AT.
 - 1.2 The viewshed within one mile on either side of the AT.
 - 1.3 Highway crossings.
 - 1.4 Parking areas, pull-offs, and road shoulders utilized by AT hikers.
2. To provide the safest practical highway crossings over which the NYSDOT has jurisdiction, for AT hikers.
3. To include the APPA, ATC and/or the NY-NJTC as early as practical in any planning efforts for projects over which the NYSDOT has jurisdiction, that may affect the AT.
4. To coordinate with the ATC and/or the NY-NJTC for the placement of signage and blazing for the Appalachian Trail. Coordination is also necessary when notifying hikers of any emergencies, maintenance operations, or other safety considerations which hikers should be made aware of when crossing NY State Highways.
5. To provide assistance as appropriate and feasible with the design, construction and installation of improvements such as parking areas and footbridges associated with roads and highways over which the NYSDOT has jurisdiction.
6. To include an accurate depiction and information of the AT, as provided by the APPA, ATC or NY-NJTC, in updates of the New York State Highway map and other publications and information services where appropriate and feasible.
7. The primary contact is:

Final 4/8/14

Regional Landscape Architecture/Environmental Manager
New York State Department of Transportation, Region 8
4 Burnett Boulevard
Poughkeepsie, New York 12603
(845) 431-5750
Fax (845) 431-5703

F. The Appalachian Trail Conservancy

ATC – The Appalachian Trail Conservancy’s mission is to preserve and manage the Appalachian Trail – ensuring that its vast natural beauty and priceless cultural heritage can be shared and enjoyed today, tomorrow, and for centuries to come.

The ATC Agrees:

1. To accept the New York State land-managing agencies’ delegation of management responsibility for ensuring that the AT is managed satisfactorily, according to the ATC Board adopted policies and Trail standards.
2. To serve as guarantor to the Department of Environmental Conservation, Office of Parks, Recreation and Historic Preservation and the Palisades Interstate Park Commission for ATC’s Appalachian Trail-related activities on State-administered lands.
3. To ensure that all ATC and New York-New Jersey Trail Conference management activities on State-administered lands are in conformance with the statutory provisions of New York laws, regulations, and agency policies.
4. To delegate responsibility for operations, construction and maintenance of the Appalachian Trail in the State of New York to the NY-NJTC.
5. To serve in an advisory role to the NY-NJTC, and as necessary, to provide backup support to the NY-NJTC in carrying out day-to-day operational responsibilities.
6. To provide technical assistance to the NY-NJTC in the preparation of Local Management Plans.
7. To review the local Plans to ensure conformance with Appalachian Trail policies.
8. To assist the NY-NJTC with the implementation of the operational aspects of the local Plans.
9. To the extent authorized by the ATC Board of Directors, to provide technical and financial assistance to the NY-NJTC in the construction and maintenance of the Trail, for public information and education, and for monitoring and management of State administered or NPS acquired Trail lands in New York.

10. The primary contacts are:

Executive Director	or	ATC Regional Director
Appalachian Trail Conservancy		ATC Mid-Atlantic Field Office
P.O. Box 807		P.O. Box 625
Harpers Ferry, WV 25425		Boiling Springs, PA 17007

Final 4/8/14

304-535-6331
Fax: 304-535-2667

717-258-5771
Fax: 717-258-1442

G. The New York–New Jersey Trail Conference (NY-NJTC)

NY-NJTC – The New York-New Jersey Trail Conference partners with parks and recruits volunteers to create, protect, and promote 2,000 miles of public trails in the states of N.Y. and N.J. including the Appalachian Trail in those states.

The NY-NJTC Agrees:

1. To continue their long-standing role as the Appalachian Trail-maintaining organization in New York.
2. To assist in day-to-day operational responsibilities and privileges associated with the management of the Appalachian Trail as authorized by OPRHP, DEC or PIPC. – it being understood that the NY-NJTC will only undertake significant capital improvements or significant repairs to trail structures to the extent feasible through separate agreements with OPRHP, DEC or PIPC.
3. To assist in the operation and maintenance of the Appalachian Trail and its associated facilities in the State of New York under the direction of OPRHP and DEC regional offices and consistent with all applicable Federal and State laws and regulations and the provisions of this Agreement.
4. To recruit and organize and oversee volunteer member/workers.
5. To develop and present Appalachian Trail education programs.
6. To prepare a Local Management Plan for the Trail and keep it updated via a scheduled review process.
7. To monitor assigned Trail corridor lands, including any New York State administered Appalachian Trail lands and all lands acquired by the National Park Service for the Appalachian Trail in New York.
8. The primary contact is:

Executive Director
New York-New Jersey Trail Conference
156 Ramapo Valley Road,
Mahwah, NJ 07430
201-512-9348
Fax: 201-512-9012

H. The Land Managing Partners

(APPA, NYDEC, OPRHP, PIPC, ATC, NY-NJTC)

Agree:

1. To include emergency management planning in each Local Management Plan.
2. To establish a “Primary Management Zone” surrounding the Appalachian Trail to preserve and enhance the Trail experience across all State-owned lands included in the Trail corridor.
 - 2.1 The Primary zone shall extend 200 feet on each side of the Trail (400 feet total width) on State lands.
 - 2.2 Within the Primary Zone, any changes in land use should be directly beneficial to use of the Trail as determined in the local planning process and agreed to by the National Park Service, Appalachian Trail Conservancy, NY-NJ Trail Conference, and affected land managing agencies. The Appalachian Trail will be the “Primary Feature” for which this Zone is managed.
 - 2.3 On Trail land acquired primarily for the protection of the Appalachian Trail, the Primary Zone shall include all lands so acquired, with no width or length restriction.
3. To establish a “Consultation Zone” on State lands extending a minimum of 300 feet on either side of the Primary Zone (600 feet minimum total width). This would make the total Appalachian Trail Management Zone on State lands a minimum of 1,000 feet wide.
 - 3.1 The extent of this “Consultation” or “Foreground” Zone will be determined by cooperatively identifying and field mapping significant and scenic resources during the local management planning process.
 - 3.2 Within the Consultation Zone, all Partners shall identify, discuss, and coordinate all proposed uses, on a case-by-case basis. Consultation on proposed uses of State lands beyond the “Consultation Zone” may also take place, as may be appropriate.
4. To cooperate in identifying and mapping the Primary and Consultation Zones, to coordinate actions and/or responses to actions within these Zones, and to provide, where feasible, additional protection to sensitive resources identified within these Zones.
 - 4.1 In designated State (Scenic) Parks and Recreation Areas, within existing intensive use areas – where man-made development and use is substantial, the AT itself generally uses improved surfaces, and the AT is not the primary feature of the area – the Primary and Consultation Zones guidelines will not apply. However, it is recognized that the AT is a complementary resource of these intensive use areas, and

the AT will at all times remain open and passable for hiking. The NY-NJTC will be advised of any proposals for changes to the footpath location and/or its surfaces.

5. To meet annually to develop annual work plans and to plan the implementation of all necessary actions to protect the Appalachian Trail. In addition Partners will review the terms of this Agreement, each Partner's contributions to AT management, and any and all other matters pertaining to the Appalachian Trail within the State of New York which may be of concern.
6. 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 construction, administration, and maintenance of the Trail and related resources.
7. That the APPA and the Appalachian Trail Conservancy will serve as "ex-officio" members of any local AT Management Committees. All other land managing agencies should designate a staff liaison to the local AT Management Committee(s); currently, one committee exists for Dutchess and Putnam Counties and another for Orange and Rockland Counties.
8. To promote public awareness of the Trail as opportunities arise, and to assist in the development of public information and visitor education programs intended to enhance public use and enjoyment of the Appalachian Trail.
9. To promptly inform each other of all proposals that may impact the Appalachian Trail.
10. To inform APPA immediately (or within 24 hours) of any major emergency or controversial event occurring on Appalachian Trail corridor lands, regardless of land ownership. The NPS will then communicate this information to the appropriate Partners.
11. To inform and consult with all Partners on planned events on the Trail and comply with NPS, OPRHP, DEC, or PIPC event laws, regulations, permits and agency policies.

I. GLOSSARY OF TERMS

This “Glossary of Terms” defines terms used in 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. 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 government 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 NY-NJTC,
 - Assigning responsibility for planning the optimal location of the footpath within NPS AT corridor lands from the NPS to the ATC to NY-NJTC.
4. Development: The planning, installation, erection, and/or construction of new or fundamentally improved AT facilities or 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.

5. Foreground: The visible (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”, when the measured distance (300’) is not practical.
6. 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 sidetrails,
- installing or repairing a footbridge crossing of a stream.

7. Mitigation: The taking of actions deemed effective in hiding or screening structures, hastening natural recovery, or measures taken for lessening the visible and/or audible impact of manmade 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.

8. 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 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,
- following the property boundary in search of incursions such as timber theft or dumping.

9. 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 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.

10. 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 alternations 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.

11. Trail Management Committee: A representative cross-section of NY-NJ Trail Conference leaders and maintainers including representatives from organizations party to this agreement which meets periodically to review progress in management and maintenance of the ANST.

12. Viewshed: For purposes of this Agreement, considering the management responsibilities of each Partner, the viewshed will be defined as lands and infrastructure within one mile of the AT.

J. TERM OF AGREEMENT

This Agreement will be effective and remain in force for a period of ten (10) years, from the date of signing by all Parties. Approximately one year prior to its expiration, all Parties will review the Agreement and determine if it should be renewed, modified, or terminated.

K. TERMINATION

This Agreement may be terminated by any of the Parties by providing sixty (60) days written notice to the others with the reasons therefor. 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. All Parties agree to enter into good faith negotiations to resolve any differences and provide for an orderly closure of this Agreement if agreement cannot be reached and the Agreement is terminated.

L. 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 renewal meeting and will be considered for adoption at that meeting.

M. REQUIRED CLAUSES

1. During the performance of this 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 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.
3. This Agreement and the obligations of the Parties hereunder shall be subject to the availability of funding. Separate agreements or contracts will be developed for specific projects and transfer of funding as applicable. Nothing contained herein shall be construed as binding the Parties to expend, in any one fiscal year, any sum in excess of appropriations made by Congress, the New York Legislature, or administratively allocated for the purpose of this Agreement for the fiscal year, or to involve the Parties in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.

4. This Agreement shall be subject to the laws, regulations, and policies governing the National Park Service, NYSDEC, OPRHP, PIPC or NYSDOT whether now in force or hereafter enacted.
5. Nothing contained herein shall be construed to create an agency relationship between any of the Parties hereto, and no service performed pursuant to this Agreement by any non-Federal employee shall be construed as creating any right to receive compensation of any kind from the United States.

Final 4/8/14

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

Michael Caldwell, Regional Director
National Park Service, U.S. Department of Interior

Date

Wendy Janssen, Superintendent,
Appalachian National Scenic Trail
National Park Service, U.S. Dept. of the Interior

Date

Andy Beers, Executive Deputy Commissioner
NY State Office of Parks,
Recreation, and Historic Preservation

Date

Marc S. Gerstman, Executive Deputy Commissioner
New York Department of Environmental Conservation

Date

Jim Hall, Executive Director
Palisades Interstate Park Commission

Date

Joseph Ruggiero, Executive Director
NY State Bridge Authority

Date

Peter J. Snyder, Assistant Commissioner
Administrative Services Division
NY State Department of Transportation

Date

Joseph D'Amico, Superintendent
NY State Police

Date

Final 4/8/14

Ron Tipton, Executive Director/CEO
Appalachian Trail Conservancy

Date

Ed Goodell, Executive Director
New York-New Jersey Trail Conference

Date