

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

**I. BACKGROUND and OBJECTIVES**

The Appalachian Trail is a way, continuous from Mount 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 Conference (ATC, renamed in 2005 as the Appalachian Trail Conservancy) signed a landmark Memorandum of Agreement (0631-81-01), known as the 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, 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 National Park Service, the US Forest Service, the Tennessee Valley Authority, the Smithsonian Institution, and the Appalachian Trail Conference 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.

**II. PURPOSE**

This Memorandum of Understanding supersedes and replaces the Memorandum of Agreement that expired in October 2010 between the National Park Service and the State of Connecticut and serves to describe specific understandings and working relationships among the "Trail Partners" within the State of Connecticut. These "Partners" and the Parties to this Agreement are:

1. **USDI National Park Service, Appalachian National Scenic Trail (NPS)**
2. **Connecticut Department of Energy and Environmental Protection (DEEP)**
3. **Connecticut State Historic Preservation Office (CT-SHPO)**
4. **Connecticut Department of Emergency Services and Public Protection, Connecticut State Police (CSP)**
5. **Connecticut Department of Transportation (DOT)**
6. **Appalachian Trail Conservancy (ATC)**
7. **Appalachian Mountain Club, Connecticut Chapter (AMC)**

The above listed Partners in this Memorandum formally agree hereby to work together cooperatively in the protection and management of the Appalachian Trail and Trail Corridor in the State of Connecticut.

### **III. AUTHORITY**

This Memorandum of Understanding is authorized under the following laws:

1. **National Trails System Act: 82 Stat. 919; 16 USC §§ 1241 – 1251.**
2. **Appalachian National Scenic Trail, Sec. 23-66 through 23-72 of Chapter 452 of the Connecticut General Statutes**

### **IV. EXCLUSIONS**

1. This Memorandum of Understanding does not change:
  - 1.1 any jurisdictional relationships between the National Park Service or any other Federal agency and the State of Connecticut, nor
  - 1.2 any established relationships between Connecticut 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 Memorandum of Understanding 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 Memorandum of Understanding is not intended to and does not create any contractual rights or obligations with respect to the signatory agencies or any other parties.

### **V. CONFLICT RESOLUTION**

The resolution of disputes or disagreements, which may arise between Parties to this Memorandum of Understanding, 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 issue may ultimately be handled through established agency and/or judicial review and appeals procedures if any exist and as may be available.

### **VI. STATEMENT OF WORK (Responsibilities of each Partner)**

#### **A. The National Park Service 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 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, resource management planning, Federally owned structures management, and compliance with the National Environmental Policy Act and National Historic Preservation Act. With respect to carrying out these non-delegated responsibilities, NPS may request and receive cooperation from applicable Partners, as feasible and upon agreement by the applicable Partners.

4. To provide oversight review and approval of all AMC and ATC prepared "Local Management Plans" and the "Connecticut A.T. Management Plan" hereinafter called the "A.T. Management Plan," as they are developed, for compliance with NPS Policies and Standards.
5. To provide, to the extent feasible, technical assistance for capital improvements, such as trails, parking areas, shelters, footbridges, signage, and other management needs associated with the development, administration, and maintenance of the Trail and associated facilities, as appropriate.
6. To provide support, as funds and staffing permit, for programs to engage youth in outdoor trail activities, to build new relationships with communities near the Trail encouraging sustainable tourism and healthful activities by Connecticut residents and visitors, and to improve environmental stewardship.
7. To serve as the central contact point for all notification provisions of this Memorandum of Understanding, and to subsequently notify other appropriate Partners, as necessary. Primary NPS contacts for the MOU are:

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

-or-

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

**B. The Connecticut Department of Energy and Environmental Protection Agrees:**

1. To hereby delegate Trail maintenance, development, operations, and corridor monitoring responsibilities for the Connecticut sections of the Appalachian Trail located within DEEP lands to ATC and AMC.
2. To cooperate with the AMC and ATC in preparing and updating "Local Management Plans," and the "A.T. 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 within DEEP-administered lands and enforce where applicable State regulations on National Park Service lands to attempt to ensure consistent rules and regulations for Trail use. DEEP, with notification to NPS, maintains the authority to close the Trail across state-owned lands during any conditions creating a public-safety hazard, such as forest fires or severe storm conditions.
4. To be responsible for coordinating wildfire suppression actions following established State policies and procedures. DEEP will notify NPS of all wildfire activity and actions along the Appalachian Trail corridor.



5. To cooperate with NPS in providing rare, threatened and endangered plant and animal data from the state's natural diversity database within the Appalachian Trail corridor to ensure responsible resource protection.
6. To the extent feasible, to reduce, or mitigate third-party interests within DEEP 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 footpath.
7. To the extent feasible, to continue to identify and protect natural and scenic resources of significance on DEEP administered lands, including those on State Forest and State Park lands adjacent to the A.T. To support, to the extent feasible, cooperative programs intended to identify and provide additional protection to natural and scenic resources of significance adjacent to the Appalachian Trail. These programs may include acquisition or purchase of lands or conservation easements, designations to the Natural Areas Preserve System or Register of Natural Areas and employing forestry management practices to enhance recreation and aesthetic values.
8. To the extent feasible, to provide technical assistance and support for private land-conservation efforts initiated or supported by ATC's land trust program for lands outside the NPS-acquired corridor and State Forest and State Park lands.
9. To cooperate with NPS, ATC and AMC in providing Appalachian Trail public information and education programs by assisting as a liaison with State and local tourism agencies, chambers of commerce, the media, and other groups.
10. When necessary, to inform appropriate State, county, and local authorities, officials, commissions, and/or agencies, private utilities, and other necessary parties about the location of and development constraints on Appalachian Trail lands and of the role and planning function of the ATC and the local Trail club.
11. To seek to promulgate regulations that are compatible with ATC adopted policies and to enforce them as necessary.
12. To work cooperatively with Partners to solve current emergency problems and to improve emergency communications procedures.
13. To be the lead Connecticut state agency and to serve as a liaison with other state agencies as necessary for matters pertaining to the Appalachian Trail. The Primary Official to be contacted is:

13.1            Chief, Bureau of Outdoor Recreation  
                     79 Elm Street  
                     Hartford, CT 06106  
                     860-424-3014  
                     FAX: 860-424-4051

The Alternate Official to be contacted is:

13.2            Western District Operations Supervisor, Parks Division  
                     230 Plymouth Road  
                     Harwinton, CT 06791  
                     860-485-0226  
                     FAX: 860-485-1638

**C. The Department of Emergency Services and Public Protection, Connecticut State Police Agrees:**

1. To provide law enforcement and police services, including investigation and prosecution of any criminal acts occurring on Appalachian Trail lands and corridor in the State of Connecticut, which are outside the



considerations with respect to areas where the Appalachian Trail crosses a State highway of which A.T. hikers should be aware.

5. To assist the ATC and AMC in the design, procurement, installation and maintenance of 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.
6. To provide within the highway right of way, to the extent feasible and as funding permits, technical and financial assistance to ATC and AMC for capital improvements, such as parking areas, pedestrian access and walks, footbridges, and other management needs associated with the use, development, administration, and maintenance of the Appalachian Trail and related resources.
7. To include, in cooperation with DEEP, any updates to the depiction of the Connecticut section of the Appalachian Trail in the subsequent revision to the Connecticut Official State Tourism Map and any other maps published by DOT, all to the extent feasible and as funding permits.
8. To make available in DOT Welcome Centers and DOT-operated rest areas, to the extent practicable, informational publications on the Appalachian Trail which NPS, ATC or AMC provides to DOT.
9. The Primary Officials to be contacted are:

9.1      Commissioner  
            Department of Transportation  
            2800 Berlin Turnpike  
            P.O. Box 317546  
            Newington, CT 06131-7546  
            860-594-3000    FAX: 860-594-3008

9.2      District Traffic Engineer  
            Department of Transportation, District 4  
            359 South Main St.  
            Thomaston, CT 06787  
            860-585-2787    FAX: 860-585-2810

**E. The Connecticut State Historic Preservation Office Agrees:**

1. To serve as the primary point of contact for matters relating to nomination of Connecticut Appalachian Trail lands to the National and State Registers of Historic Places;
2. To assess, and where appropriate, designate state lands within the Appalachian Trail lands as State Archaeological Preserves,
3. To assess, and where appropriate, designate private lands within the Appalachian Trail lands as State Archaeological Preserves provided written landowner consent for any such designations is secured;
4. To advise and assist, as appropriate, A.T. management partners in carrying out their historic preservation responsibilities;
5. To help ensure the historic significance of the Appalachian Trail in Connecticut is taken into consideration at all levels of planning and development;
6. To provide public information and technical assistance relating to the Federal and State Historic Preservation Programs;

7. To inform the NPS of any development impacts that come to their attention affecting A.T. corridor lands in Connecticut.
8. 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 A.T. 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 A.T. Corridor. These programs may include designation to the State or National Register of Historic Places.
9. To inform the NPS immediately of any potential damage or vandalism to historic or cultural resources on federal lands within the A.T. Corridor and, at the request of NPS, to provide technical assistance in the documentation of any such damage or vandalism.
10. The Primary Official to contact is:

10.1 State Historic Preservation Officer  
State Historic Preservation Office  
One Constitution Plaza, Second Floor  
Hartford, CT 06103

**F. The Appalachian Trail Conservancy Agrees:**

1. To accept DEEP's delegation of responsibility, guaranteeing to DEEP that the Appalachian Trail will be managed satisfactorily, according to the ATC Board adopted policies and Trail standards.
2. To ensure that ATC and AMC activities on these State-administered lands are in conformance with the statutory provisions of Connecticut laws and regulations.
3. To delegate responsibility for developing, operating, monitoring, and maintaining the Appalachian Trail and corridor lands in the State of Connecticut to the Appalachian Mountain Club-Connecticut Chapter.
4. To serve in an advisory role to the AMC and, as necessary, to provide backup support to the AMC in carrying out day-to-day operational responsibilities.
5. To provide technical assistance to the AMC in the preparation of the "A.T. Management Plan."
6. To provide oversight review and approval of "Local Management Plans" and the "A.T. Management Plan," to ensure conformance with ATC policies.
7. To assist the AMC with the implementation of the operational aspects of the local and Statewide Plans.
8. To the extent authorized by the ATC Board of Directors, to provide technical and financial assistance to the AMC in the protection and maintenance of the Trail, for public information and education, managing natural and cultural resources, and for monitoring of State-administered or NPS acquired Trail lands in Connecticut.
9. To coordinate efforts to conserve additional lands and resources adjacent to the NPS-acquired A.T. corridor and State Forest and State Park lands that contribute to the Appalachian Trail experience and to manage ATC interests in lands in support of furthering protection of the A.T. corridor.
10. The Primary Official to contact is:

10.1 Executive Director  
Appalachian Trail Conservancy  
P.O. Box 807  
Washington and Jackson Streets  
Harpers Ferry, WV 25425  
304-535-6331 FAX: 304-535-2667

The Alternate Officials to contact are:

10.2 New England Regional Director  
Appalachian Trail Conservancy  
PO Box 264  
South Egremont, MA 01258  
413-528-8002 FAX: 413-528-8003

**G. The Appalachian Mountain Club, Connecticut Chapter (AMC) Agrees:**

1. To continue its long-standing role as the responsible Appalachian Trail Maintaining Club in Connecticut.
2. To accept delegated day-to-day responsibilities and privileges associated with developing, operating, monitoring, and maintaining the Appalachian Trail and associated land and resources.
3. To plan, operate, develop, monitor, and maintain its assigned portion of the Appalachian Trail and its associated facilities in the State of Connecticut, subject to the approval of the responsible agency partner.
4. To recruit, organize, and supervise volunteer member/workers.
5. To develop and present Trail education programs.
6. To annually update the "A.T. Management Plan" and the A.T. Capital Plan via a scheduled review process.
7. To adequately monitor and maintain assigned Trail corridor lands, including any Connecticut State-administered lands and all lands acquired by the National Park Service for the Trail in Connecticut, and to monitor and protect natural and cultural resources as identified by partners.
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.
10. The Primary Official to contact is:

10.1 AMC Regional Trails Coordinator  
Southern New England Trails Office  
P.O. Box 131  
62 Undermountain Road  
South Egremont, MA 01258  
413-528-8003

**H. The Land Managing Partners (NPS, DEEP, ATC) 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 maintenance and/or 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 ATC and the AMC, as necessary, the Trail's location on State and Federal lands to assure that it represents the most reasonable location, considering scenic qualities, the physical requirements of a well designed and environmentally sustainable footpath, historic and cultural resources, and past/current surrounding land uses.
  - 3.1 Any proposed Trail relocation will be reviewed by the appropriate Partners according to established relocation procedures.
  - 3.2 Trail relocation procedures should be included in the "A.T. Management Plan."
  - 3.3 Any proposed Trail relocations on State Forest or State Park lands are subject to final approval by the DEEP.
4. To establish an "Appalachian Trail Corridor" surrounding the Appalachian Trail Footpath (located as in #3 above), to preserve and enhance the 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 centerline of the current Trail footpath (400 feet total width) on State DEEP lands and shall encompass all National Park Service A.T. lands.
  - 4.2 Within the "A.T. Corridor" on NPS 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 other management priorities.
  - 4.3 Within the "A.T. Corridor" on DEEP lands;
    - 4.3.1 The use, protection and enhancement of the Trail will take precedence over all other management priorities that are not associated with fulfilling a statutory or regulatory obligation. The entire A.T. 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 AMC and the ATC, 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 ATC and AMC. 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 AMC and the ATC, to be directly beneficial to the use of the Trail.
    - 4.3.4 Timber harvesting will follow DEEP Directive 2310 (D2), Guidelines for Silvicultural Operations on the Department of Energy and Environmental Protection Lands, in order to preserve and enhance the naturalness of the Trail experience.

4.4 Outside the "A.T. Corridor" on Department of Energy and Environmental Protection lands;

4.4.1 Case-by-case consultation between DEEP and the NPS, ATC and/or the AMC shall take place regarding proposed changes in land uses on State Forest and State Park lands adjoining the "A.T. Corridor."

4.4.2 The ATC and the AMC will also be consulted as such lands are evaluated, with sensitivity to Trail values, under the State Forest Resource Plans or State Park Resource Management Plans. All plans for change shall consider appropriate visibility and/or audibility mitigation.

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

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

4.5.2 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.

4.5.3 The appropriate Partners will seek to provide, where feasible, additional protection to important resources.

#### **I. All Parties Agree:**

1. To promote public awareness of the Appalachian 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 Memorandum of Understanding, 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 Connecticut, which may be of concern to any party to this Memorandum of Understanding.
3. That appropriate Partners will meet as necessary to develop work plans and to plan the implementation of all necessary actions to protect the Appalachian Trail.
4. That the NPS and the ATC will serve as "ex-officio" members of the Connecticut Chapter Trails Committee.
5. To promptly inform appropriate Parties of all proposals for changes which may impact the Appalachian Trail.
6. To inform the NPS 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.

#### **J. GLOSSARY OF TERMS**

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

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. The Appalachian Trail Corridor shall extend 200 feet on each side of the centerline of the current Trail footpath (400 feet total width) on State DEEP lands and shall encompass all National Park Service A.T. lands.

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 NPS to the ATC;

Assigning responsibility for developing "Local Management Plans" for Trail sections from the ATC 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 the local Maintaining Trail Club;

Delegation does not mean that the authorizing agency relinquishes any responsibility and the organization accepting the delegation will work cooperatively to carry out the assigned functions.

5. **Operations:** Providing 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;

Various actions to promote hiker safety

Various actions to protect sensitive species or resources;

Presenting talks to hikers on various topics;

Changing logbooks;

Getting emergency messages to hikers.

6. **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.

7. **Mitigation:** Taking 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.

8. **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.

9. **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.



## **K. TERM**

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

## **L. TERMINATION**

Participation in this Memorandum of Understanding 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, the Memorandum of Understanding shall remain in effect as to all other Parties, provided any of the Other Parties may subsequently terminate its participation.

## **M. MODIFICATION**

This Memorandum of Understanding 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.

## **N. REQUIRED CLAUSES**

1. During the performance of this Memorandum of Understanding, 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 Memorandum of Understanding, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Memorandum of Understanding if made with a corporation for its general benefit.
3. This Memorandum of Understanding and the obligations of the Parties hereunder shall be subject to the availability of funding, and 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 or the Connecticut Legislature and administratively allocated for the purpose of this Memorandum of Understanding for the fiscal year, or to involve the Parties hereto in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.

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

**SIGNATURES**

*Pamela Underhill*  
Park Manager, Appalachian National Scenic Trail  
National Park Service, US Dept. of Interior

6/1/12  
Date

*Paul P. Kelly*  
Commissioner, Connecticut Department of Energy and  
Environmental Protection

6/1/12  
Date

*Robert F. Bradford*  
Commissioner, Connecticut Department of Emergency  
Services and Public Protection, Connecticut State Police

5-26-12  
Date

*James Traub*  
Commissioner, Connecticut Department of Transportation

5/25/12  
Date

*Christopher Bryant*  
Connecticut State Historic Preservation Officer

6/1/12  
Date

*Mark J. Wenger*  
Executive Director, Appalachian Trail Conservancy

6/1/12  
Date

*Don D. Weyer*  
President, Appalachian Mountain Club

6/1/12  
Date

*David W. Bone for WAYNE TURS*  
Chair, Connecticut Chapter, Appalachian Mountain Club

6/1/12  
Date

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Office of General Counsel

\_\_\_\_\_  
Date