

MEMORANDUM OF UNDERSTANDING
Guidance Document
for the
APPALACHIAN NATIONAL SCENIC TRAIL
in the
COMMONWEALTH OF MASSACHUSETTS

I. BACKGROUND and OBJECTIVES

The Appalachian Trail is a way, continuous from Katahdin in Maine to Springer Mountain in Georgia, for travel on foot through the wild, scenic, wooded, pastoral, and culturally significant lands of the Appalachian Mountains. The Appalachian Trail was completed in 1937 and, with the passage of the National Trails System Act in 1968 [82 Stat. 919, as amended], was designated a National Scenic Trail. By law, overall responsibility for administration of the Appalachian Trail rests with the Secretary of the Interior and is carried out by the National Park Service (NPS). Following provisions in the National Trails System Act, in 1984, the NPS and the Appalachian Trail Conference (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, which provide clear understandings of the roles and responsibilities of each “management partner” for a set number of years, from five to ten years.

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 agreement.

II. PURPOSE

This Memorandum of Understanding supersedes pre-existing agreements between the National Park Service and the Commonwealth of Massachusetts for the Appalachian Trail and serves to describe specific understandings and working relationships among the “Trail Partners” within the Commonwealth of Massachusetts. These “Partners” and the Parties to this Agreement are:

1. U.S. Department of the Interior, National Park Service, Appalachian Trail Park Office (ATPO)
2. Massachusetts Department of Environmental Management (MA-DEM)

3. Massachusetts Department of Fisheries, Wildlife and Environmental Law Enforcement (MA-DFWELE)
4. Massachusetts Highway Department (MA-HD)
5. Massachusetts Turnpike Authority (MTA)
6. Massachusetts State Police (MA-SP)
7. Appalachian Trail Conference (ATC)
8. Appalachian Mountain Club, Berkshire Chapter (AMC - Berkshire) through the Massachusetts Appalachian Trail Management Committee (MA AT Management Committee)

The above listed Partners in this Memorandum formally agree hereby to work together cooperatively in the administration and management of the Appalachian Trail in the Commonwealth of Massachusetts.

III. AUTHORITY

This Memorandum of Understanding is authorized under following laws and regulations:

1. National Trails System Act: 82 Stat. 919; 16 U.S.C. 1241
2. Massachusetts General Laws: ch. 132A Code of Massachusetts Regulations, Division of Forests and Parks, 304 CMR 12.00

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 Commonwealth of Massachusetts, nor
 - 1.2. any established relationships between Massachusetts 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 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 under the auspices of the Massachusetts Appalachian Trail Management Committee. The Parties intend to exhaust all practical means of conflict resolution at the local level before resorting to any further appeals process. The recommendations of the Appalachian Trail Management Committee are not binding on any of the Parties. Therefore, if an issue cannot be satisfactorily resolved by negotiations at the local (field) level;
2. The issue may ultimately be handled through established agency chain-of-command and/or judicial review and appeals procedures.

VI. STATEMENT OF WORK (Responsibilities of each Partner)

A. The National Park Service, Appalachian Trail Park Office

Agrees:

1. To provide overall administration, coordination, and oversight of the Appalachian Trail as directed by Congress, with an emphasis on achieving Trailwide consistency of management operations, monitoring, development, maintenance, and monitoring 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-owned lands, these non-delegated responsibilities include, but are not limited to: enforcement of applicable portions of Federal Statutory law and the Code of Federal Regulations, surveying and marking the exterior corridor boundaries, authorizing or undertaking all research, resource management planning, Federally owned structures management, and compliance with the National Environmental Policy Act.
4. To continue to delegate maintenance, development, operations, and corridor monitoring responsibilities for the Massachusetts section of the Appalachian Trail on NPS-owned lands to the Appalachian Trail Conference.
5. To provide oversight review of updates and revisions to the *Massachusetts Appalachian Trail Management Plan* for compliance with NPS Policies and Standards.
6. To contact and consult with the Massachusetts Department of Environmental Management and other Trail partners on all matters regarding the Appalachian Trail in Massachusetts, including proposed projects, programs, and actions. Such coordination and consultation will normally take place through the venue of the Massachusetts Appalachian Trail Management Committee, but other means of communication, including direct face-to-face meetings, fax, phone, and email, may also be used.
7. 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 National Park Service and state lands, as appropriate.
8. To serve as the primary central contact point for all notification provisions of this Memorandum of Understanding and to subsequently notify other appropriate partners as necessary. The Primary Official to be contacted is:

Park Manager, National Park Service Appalachian Trail Park Office
Harpers Ferry Center (deliveries: Third Floor, Civil War Story Building)
Harpers Ferry, WV 25425
Tel. 304-535-6278
Fax. 304-535-6270

B. The Massachusetts Department of Environmental Management

Agrees:

1. To provide overall management, coordination, and oversight of the Appalachian Trail on MA-DEM lands.
2. To be responsible for all matters pertaining to the Appalachian Trail on MA-DEM lands not delegated to other parties. These responsibilities include, but are not limited to, authorizing or undertaking all research, resource management planning, state-owned structures management, and compliance with the Massachusetts Environmental Policy Act.
3. To delegate maintenance, operations, and corridor monitoring responsibilities for sections of the Appalachian Trail owned by the Commonwealth of Massachusetts to the Appalachian Trail Conference.
4. To serve, in accordance with MGL, ch. 132A, 12, as the lead Massachusetts state agency and as liaison between other state agencies and the Appalachian Trail Conference and Appalachian Mountain Club Berkshire Chapter, through the Massachusetts Appalachian Trail Management Committee, as necessary for matters pertaining to the Appalachian Trail.
5. To cooperate with the Massachusetts A.T. Management Committee of AMC's Berkshire Chapter and the Appalachian Trail Conference in preparing and updating the Massachusetts Appalachian Trail Management Plan and Annual Work Plans to refine and implement state, Federal, and ATC policies and procedures.
6. To apply and enforce applicable Massachusetts laws, rules and regulations, as same may be amended, supplemented, modified or changed, on lands owned and administered by the Commonwealth of Massachusetts and designated as part of the Appalachian Trail Corridor to be administered and managed pursuant to this agreement. The Massachusetts Department of Environmental Management, the Massachusetts Department of Fisheries, Wildlife and Environmental Law Enforcement, and the Massachusetts Department of State Police shall be responsible for the conduct and coordination of law enforcement, fire control and search-and-rescue activities on such lands in accordance with applicable policies and procedures established by the Commonwealth of Massachusetts and shall advise the NPS as soon as possible of major emergencies or controversial events.
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, any regulations or prohibitions as may apply on those lands, and of the role and planning function of the Massachusetts Appalachian Trail Management Committee.
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, designations to the Natural Areas Preserve System or Register of Natural Areas, designation to the State or National Register of Historic Places, designations of state Areas of Critical

Environmental Concern, and/or employing resources 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 Massachusetts, including proposed projects, programs, and actions. Such coordination and consultation will normally take place through the venue of the Massachusetts Appalachian Trail Management Committee, but other means of communication, including direct face-to-face meetings, fax, phone, and email, may also be used.
10. To the extent possible, to reduce or mitigate third-party interests in or activities on lands administered by the Department of Environmental Management within the Appalachian Trail corridor, including, but not limited to utility rights-of-way, mineral, oil, and gas rights, and development not in keeping with the concept of a primitive footpath.
11. To coordinate with ATC and AMC-Berkshire 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.
12. 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 NPS-acquired corridor or state lands.
13. To investigate the feasibility of funds and to seek funding to survey and monument the exterior boundaries of all State-owned Appalachian Trail lands.
14. The Primary Officials are:
 - 14.1. Commissioner
Massachusetts Department of Environmental Management
251 Causeway Street
Boston, Mass. 02114
Tel. 617-626-1300
Fax. 617-727-9402
 - 14.2. Regional Director
Region 5 – South Mountain Headquarters
P.O. Box 1433
(deliveries: 740 South Street, zip 01201)
Pittsfield, Mass. 01202
Tel. 413-442-8928
Fax. 413-442-5860

C. The Massachusetts Department of Fisheries, Wildlife and Environmental Law Enforcement

Agrees:

1. To provide law enforcement and police services in response to any criminal acts or violations of state fish and game laws and regulations occurring on all Appalachian Trail lands in Massachusetts.
2. To cooperate with the Massachusetts A.T. Management Committee of the Appalachian Mountain Club's Berkshire Chapter and the Appalachian Trail Conference in updating or revising the *Massachusetts Appalachian Trail Management Plan* and Annual Work Plans to refine and implement State, Federal, and ATC policies and procedures.
3. To advise other Trail partners of special wildlife postings or advisories as appropriate.
4. 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 or state lands.
5. The primary officials for the Massachusetts Department of Fisheries, Wildlife and Environmental Law Enforcement are:

5.1. Commissioner
Massachusetts Department of
Fisheries, Wildlife and
Environmental Law Enforcement
175 Portland Street
Boston, Mass. 02114
Tel. 617-626-1650
Fax. 617-626-1670

5.3. Director
Massachusetts Division of
Environmental Law Enforcement
175 Portland Street
Boston, Mass. 02114
Tel. 617-626-1650
Fax. 617-626-1670

5.2. Director
Massachusetts Division of
Environmental Law Enforcement
175 Portland Street
Boston, Mass. 02114
Tel. 617-626-1650
Fax. 617-626-1670

5.4. Captain
Massachusetts Division of
Environmental Law Enforcement
316 Turners Falls Rd.
Montague, Mass. 01351
Tel. 413-367-0011
Fax. 413-784-1814

D. The Massachusetts Highway Department

Agrees:

1. To inform the National Park Service, the Massachusetts Department of Environmental Management, the Appalachian Trail Conference, and the Massachusetts A.T. Management Committee of the Appalachian Mountain Club's Berkshire Chapter as early as practical in the planning phase of any anticipated highway construction or maintenance plans or activities that may impact the physical corridor of the Appalachian Trail.
2. To provide the safest practical highway crossings for Appalachian Trail hikers, wherever Massachusetts State highways are crossed by the Appalachian Trail.
3. To notify the Massachusetts Department of Environmental Management, the Appalachian Trail Conference and the Massachusetts A.T. Management Committee of the Appalachian Mountain Club's Berkshire Chapter before undertaking any activities (other than snow removal, routine maintenance, or emergency maintenance) that may impact upon the use of any highway crossings, pull-offs, parking areas, or road shoulders by Appalachian Trail hikers. To the extent feasible, assist the Massachusetts Department of Environmental Management, the Appalachian Trail Conference, and/or the Massachusetts A.T. Management Committee of the Appalachian Mountain Club's Berkshire Chapter with the task of notifying and informing hikers of any emergencies or other safety considerations of which A.T. hikers should be aware regarding State highways.
4. To identify on Massachusetts Highway Department Construction Plans all points where the Appalachian Trail intersects State Highways within the Commonwealth of Massachusetts.
5. To the extent feasible, to consult with the Massachusetts Department of Environmental Management, the Appalachian Trail Conference and/or the Massachusetts A.T. Management Committee of the Appalachian Mountain Club's Berkshire Chapter in designing, procuring, installing, and maintaining appropriate signs, both safety and informational, to protect Appalachian Trail hikers and inform the motoring public of Appalachian Trail highway crossings, parking areas, areas where parking is prohibited, and other highway-associated Appalachian Trail facilities on State highways.
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 or adjacent to State Highways.
7. The primary officials for the Massachusetts Highway Department are:

7.1. Commissioner
Massachusetts Highway Department
10 Park Plaza
Boston, Mass. 02116
Phone: 617-973-7800
Fax: 617-973-8040

7.2. District Highway Director
Massachusetts Highway Department
270 Main Street
Lenox, Mass. 02140
Phone: 413-637-1750
Fax: 413-637-0309

E. The Massachusetts Turnpike Authority

Agrees:

1. To inform the National Park Service, the Massachusetts Department of Environmental Management, the Appalachian Trail Conference, and the Massachusetts A.T. Management Committee of the Appalachian Mountain Club's Berkshire Chapter as early as practical in the planning phase of any anticipated highway construction or maintenance plans or activities that may impact the physical corridor of the Appalachian Trail.
2. To notify the Massachusetts Department of Environmental Management, the Appalachian Trail Conference and the Massachusetts A.T. Management Committee of the Appalachian Mountain Club's Berkshire Chapter before undertaking any activities (other than snow removal, routine maintenance, or emergency maintenance) that may impact upon the use of any highway crossings, pull-offs, parking areas, or road shoulders by Appalachian Trail hikers.
3. To identify on Massachusetts Turnpike Authority maps the point where the Appalachian Trail intersects the Massachusetts Turnpike.
4. To the extent feasible, to consult with the Massachusetts Department of Environmental Management, the Appalachian Trail Conference and/or the Massachusetts A.T. Management Committee of the Appalachian Mountain Club's Berkshire Chapter in designing, procuring, installing, and maintaining appropriate signs, both safety and informational, to protect Appalachian Trail hikers and inform the motoring public of Appalachian Trail highway crossings, parking areas, areas where parking is prohibited, and other highway-associated Appalachian Trail facilities on Interstate highways.
5. 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 or adjacent to Interstate Highways.
6. The primary officials for the Massachusetts Turnpike Authority are:

6.1 Chairman

Massachusetts Turnpike Authority
10 Park Plaza, Suite 4160
Boston, Mass. 02116
Phone: 617-248-2990
Fax: 617-248-2916

6.2 Chief of Operations

Massachusetts Turnpike Authority
10 Park Plaza, Suite 4160
Boston, Mass. 02116
Phone: 617-946-3025
Fax: 617-946-9890

F. The Massachusetts Department of State Police

Agrees:

1. To provide law enforcement and police services, including investigation and prosecution of any criminal acts occurring on Appalachian Trail lands in the Commonwealth of Massachusetts.
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 Commonwealth of Massachusetts.
3. To 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 Commonwealth of Massachusetts.
4. To serve as the lead agency for management of all police emergencies occurring on Appalachian Trail lands in Massachusetts, and to coordinate these police services on Appalachian Trail lands within the Commonwealth by:
 - 4.1. Receiving initial or preliminary reports of crimes, search-and-rescue situations, and other situations requiring police services from citizens, other police jurisdictions, or Department of Environmental Management, Appalachian Trail Conference, Appalachian Mountain Club, or National Park Service personnel; then
 - 4.2. Notifying appropriate land-owning agencies having primary land-management jurisdiction; and
 - 4.3. Providing liaison, as necessary, with and between the various involved agencies and jurisdictions.
5. The primary officials for the Department of State Police are:
 - 5.1. Superintendent
Massachusetts State Police
470 Worcester Road
Framingham, Mass. 01702
Phone: 508-820-2300
Fax: 617-727-6874
 - 5.2. IMAT Commander/SAR Coordinator
Massachusetts State Police
Tactical Operations
255 Padgett Rd.
Chicopee, Mass. 01022
Phone: 413-378-1115
Fax: 413-378-1300
 - 5.3. Troop Commander
Massachusetts State Police
Troop "B" Head
555 North King Street
Northampton, Mass. 01060
Phone: 413-587-5513
Fax: 413-587-5505

G. The Appalachian Trail Conference

Agrees:

1. To accept the Massachusetts Department of Environmental Management's delegation of operations, development, maintenance and monitoring responsibility for ensuring that the Trail is operated satisfactorily, according to the Appalachian Trail Conference Constitution and Bylaws and Board-adopted policies and Trail standards and Massachusetts Department of Environmental Management regulations, policies, and procedures.
2. To continue to accept maintenance, operations, and corridor monitoring responsibilities for NPS-owned Appalachian Trail lands in Massachusetts as delegated by the National Park Service.
3. To re-delegate responsibility for operations, development, maintenance and monitoring of the Appalachian Trail in the Commonwealth of Massachusetts to the Massachusetts A.T. Management Committee of the Appalachian Mountain Club's Berkshire Chapter.
4. To serve as guarantor to the Massachusetts Department of Environmental Management that operations, development, and maintenance of the Appalachian Trail is adequate, and that Appalachian Trail Conference and Massachusetts A.T. Management Committee activities on MA-DEM lands are in conformance with the statutory provisions of Massachusetts laws and regulations.
5. To serve in an advisory role to the Massachusetts A.T. Management Committee of the Appalachian Mountain Club's Berkshire Chapter, and as necessary, to provide backup support to it in carrying out day-to-day operational responsibilities.
6. To provide technical assistance to the A.T. Committee of the Appalachian Mountain Club Berkshire Chapter and the Massachusetts Appalachian Trail Management Committee in preparing, updating, or revising the Massachusetts Appalachian Trail Management Plan.
7. To review all updates and revisions of the Massachusetts Appalachian Trail Management Plan to ensure conformance with Appalachian Trail Conference policies.
8. To assist the A.T. Committee of the Appalachian Mountain Club Berkshire Chapter with the implementation of the operational aspects of the Massachusetts Appalachian Trail Management Plan.
9. To extent authorized by the Appalachian Trail Conference Board of Managers, to provide technical and financial assistance to the Massachusetts A.T. Management Committee of the Appalachian Mountain Club's Berkshire Chapter in the operation and maintenance of the Trail, for public information and education, and for monitoring and operating State-administered or NPS-acquired Appalachian Trail lands in Massachusetts.
10. To contact and consult with the Massachusetts Department of Environmental Management and the Massachusetts A.T. Management Committee of the Appalachian Mountain Club's Berkshire Chapter on all matters regarding the Appalachian Trail in Massachusetts, including proposed projects, programs, and actions. Such coordination and consultation will normally take place through the

venue of the Massachusetts Appalachian Trail Management Committee, but other means of communication, including direct face-to-face meetings, fax, phone, and email, may also be used.

11. The primary officials for the Appalachian Trail Conference are:

- 11.1. Executive Director
Appalachian Trail Conference
P.O. Box 807
799 Washington Street (deliveries)
Harpers Ferry, W.Va. 25425
Tel. 304-535-6331
Fax. 304-535-2667

- 11.2. Director of Trail Management Programs
Appalachian Trail Conference
P.O. Box 807
799 Washington Street (deliveries)
Harpers Ferry, W.Va. 25425
Tel. 304-535-6331
Fax. 304-535-2667

- 11.3. Regional Representative
Appalachian Trail Conference
P.O. Box 312
(deliveries, 18 on the Common, Unit 7)
Lyme, N.H. 03768-0312
Tel. 603-795-4935
Fax. 603-795-4936

H. The Appalachian Mountain Club Berkshire Chapter

Agrees:

1. To accept delegated day-to-day operational responsibilities and privileges associated with maintaining, operating, developing, and monitoring the Appalachian Trail in Massachusetts, in cooperation with its agency partners.
2. In cooperation with the Massachusetts Department of Environmental Management and the Appalachian Trail Conference, to organize and facilitate a Massachusetts Appalachian Trail Management Committee as outlined in the *Internal Memorandum of Understanding within the AMC for the Volunteer Maintenance and Management of the Appalachian Trail in Massachusetts*.

Through the Massachusetts Appalachian Trail Management Committee, the Appalachian Mountain Club's Berkshire Chapter agrees:

3. To plan, operate, develop, monitor, and maintain the Appalachian Trail and its associated facilities in the Commonwealth of Massachusetts, in accordance with Appalachian Trail Conference policies and the *Massachusetts Appalachian Trail Management Plan* subject to the approval of the Department of Environmental Management and National Park Service Appalachian Trail Park Office, as appropriate.
4. To implement, with support as appropriate from the Appalachian Mountain Club and its Berkshire Chapter, efforts to recruit, retain and organize volunteer members/workers.
5. To adequately monitor assigned Trail corridor lands, including state lands within the Appalachian Trail Corridor and all lands acquired by the National Park Service for protection of the Trail in Massachusetts.
6. To plan and install if necessary hiker facilities along the Appalachian Trail, in consultation with and subject to the approval of the responsible agency partner.
7. To prepare, in close consultation with the Massachusetts Department of Environmental Management and the Appalachian Trail Conference, an annual work plan for the Appalachian Trail in the Commonwealth of Massachusetts. This work plan establishes objectives and projects to be achieved during the work year and identifies the means to be employed to reach them.
8. To update and revise the *Massachusetts Appalachian Trail Management Plan* via a scheduled review process, in consultation with the Massachusetts Department of Environmental Management and the Appalachian Trail Conference.
9. With the assistance of the AMC Regional Office, develop and present Trail education programs.
10. To contact and consult with the Massachusetts Department of Environmental Management and other Trail partners on all matters regarding the Appalachian Trail in Massachusetts, including proposed projects, programs, and actions. Such coordination and consultation will normally take place through

the venue of the Massachusetts Appalachian Trail Management Committee, but other means of communication, including direct face-to-face meetings, fax, phone, and email, may also be used.

11. The primary officials for the Massachusetts A.T. Management Committee of AMC's Berkshire Chapter are:

11.1. Chair, Berkshire Chapter

Appalachian Mountain Club
c/o AMC
5 Joy Street
Boston, Mass. 02108
Tel. 617-523-0655
Fax. 617-523-6617

11.2. AMC Regional Trails Coordinator

Appalachian Mountain Club
AMC Regional Office
364 South Main Street
Great Barrington, Mass. 01230
Tel. 413-528-6333
Fax. 413-644-8964

11.3. Massachusetts A.T. Management Committee Chairperson

c/o Appalachian Mountain Club
AMC Regional Office
364 South Main Street
Great Barrington, Mass. 01230
Tel. 413-528-6333
Fax. 413-644-8964

11.4. Director of Trails and Rivers Stewardship

Appalachian Mountain Club
5 Joy Street
Boston, Mass. 02108
Tel. 617-523-0655 ext. 380
Fax. 617-523-6617

I. The Land Managing Partners
(NPS and MA-DEM)

Agree:

1. That the legislated authority of each individual land managing agency shall continue to be the controlling authority, subject to normal agency and judicial appeal and review processes, to manage, regulate, operate, develop, use, control, and protect all lands under its jurisdiction.
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 Conference and the Massachusetts Appalachian Trail Management Committee of the Appalachian Mountain Club's Berkshire Chapter, as necessary, the Trail's location on State and Federal lands to assure that it represents the optimal location, considering scenic qualities, the physical requirements of a well designed and environmentally sound footpath, and past and current surrounding land uses.
 - 3.1. Any proposed relocation of the Trail corridor or footpath will be reviewed by the appropriate Partners according to established relocation procedures, which shall be included in the *Massachusetts Appalachian Trail Management Plan*.
 - 3.2. Any proposed Trail relocations on State lands are subject to final approval by MA-DEM and the passage of Article 97 legislation, if applicable.
4. To establish an "Appalachian Trail Corridor" on publicly owned lands surrounding the Appalachian Trail footpath (as located as in #3 above) to preserve and enhance the Trail experience across all such lands. The "Appalachian Trail Corridor" will be at least 1,000 feet wide, made up of a "Primary Zone" of 400 feet and a "Secondary Zone" of at least 600 feet, centered on the Appalachian Trail footpath. The "Secondary Zone" may be expanded beyond 600 feet to incorporate outstanding natural or other resources in the "Appalachian Trail Corridor."
 - 4.1. The "Primary Zone" shall extend 200 feet on each side of the footpath (400 feet total width), excepting Mount Greylock War Memorial State Park on state lands and shall encompass all National Park Service-acquired Appalachian Trail lands.
 - 4.2. Within the "Primary Zone" on state lands and on all 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. Non Trail-related structures and new roads will be prohibited. Forest management practices shall be limited to those practices that are directly beneficial to the Trail, as determined by the local planning process and agreed upon in the *Massachusetts*

Appalachian Trail Management Plan. Should forest management activities take place on adjoining lands, logging trails will avoid crossing the Trail wherever possible.

- 4.2.3. The use, protection, and enhancement of the Trail will take precedence over all other management priorities.
- 4.3. To establish a “Secondary Zone” extending a minimum of 300 feet on either side of the Primary Zone (600 feet total minimum addition), including the Trail corridor in Mount Greylock War Memorial Park. This would make the total Appalachian Trail Corridor a minimum of 1,000 feet wide.
 - 4.3.1. The extent of the “Secondary Zone” will be determined by cooperatively identifying and field mapping significant and scenic resources during the local management planning process.
 - 4.3.2. Within the “Secondary Zone,” all Parties 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. Before any timber harvesting within the “Secondary Zone” occurs, MA-DEM will notify the Massachusetts Appalachian Trail Management Committee in writing to allow them an opportunity to review and comment. However, the approval of the Massachusetts Appalachian Trail Management Committee is not required for any timber harvesting within the Secondary Zone.
 - 4.3.3. Appropriate uses and mitigation measures for high visibility/audibility projects proposed within or adjacent to the “Secondary Zone” or otherwise affecting the Trail experience will be addressed by the Massachusetts Appalachian Trail Management Committee.
5. To cooperate in identifying and mapping the Primary and Secondary Zones, to coordinate actions and/or responses to actions within these Zones, and to provide, where feasible, additional protection to sensitive resources identified within or adjacent to the Appalachian Trail Corridor.
 - 5.1. Within the “Appalachian Trail Corridor” on all lands:
 - 5.1.1. All actions and/or responses to actions, incidents, or proposals will be coordinated between the appropriate Partners.
 - 5.1.2. The appropriate Partners will seek to locate and identify critical habitats, species of special concern, historical or archeological resources, scenic resources, or other special or sensitive resources requiring protection.
 - 5.1.3. The appropriate Partners will seek to provide additional protection to important resources.

J. All Parties

Agree:

1. To promote public awareness of the Trail and to assist, where appropriate and feasible, in the development of public information and visitor education programs intended to enhance public use and enjoyment of the Appalachian Trail.
2. To meet as necessary to review the terms of this agreement, review each partner's contributions to A.T. management, and to review as necessary, any and all other matters pertaining to the Appalachian Trail within the Commonwealth of Massachusetts that may be of concern to any party to this agreement.
3. That appropriate Partners will meet together to develop annual work plans and plan the implementation of all necessary actions to protect the Appalachian Trail.
4. That the National Park Service Appalachian Trail Park Office, the Appalachian Trail Conference, and the Massachusetts Department of Environmental Management will serve as "ex-officio" members of the Massachusetts Appalachian Trail Management Committee.
5. To promptly inform and consult with appropriate parties regarding all proposals for change that may impact the Appalachian Trail.
6. To inform the National Park Service as soon as possible 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 follow emergency management recommendations included in the Massachusetts Appalachian Trail Management Plan.
7. To inform other Trail partners of activities that are violations of laws or regulations or incursions onto lands protected for the benefit of the Appalachian Trail.
8. To inform appropriate state, county, and local authorities, officials, commissions, and/or agencies, private utilities, and other parties as appropriate about the location and management of the Appalachian Trail corridor and of the roles of the respective management partners, including, where appropriate, the role and planning function of the Massachusetts Appalachian Trail Management Committee.

VII. TERM OF AGREEMENT

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. At least six (6) months prior to its expiration, all parties will review this Memorandum and determine if it should be renewed, modified, or terminated.

VIII. TERMINATION

This Memorandum of Understanding 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.

IX. MODIFICATION

This Memorandum of Understanding may be modified or amended in whole or in part, at any time, by the mutual written consent of the designated representatives of the signatories hereto. 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.

X. REQUIRED CLAUSES

1. During the performance of this agreement, the participants agree to abide by the terms of Executive Order 11246 on non-discrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, or national origin.
2. No Member or Delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.
3. This Agreement and the obligations of the parties hereunder shall be subject to the availability of funding by any of the parties, 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 Massachusetts Legislature and administratively allocated for the purpose of this Agreement 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 instrument to be executed by their duly authorized representatives on the dates indicated below.

M. T. Ryan

Governor,
Commonwealth of Massachusetts

4/9/03
Date

Pamela Underhill

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

6/04/03
Date

Ellen Haffner

Secretary,
Massachusetts Executive Office of Environmental Affairs

4/18/03
Date

Peter C. Weber

Commissioner,
Massachusetts Department of Environmental Management

4/17/03
Date

John M. Butler

Commissioner,
Massachusetts Department of Fisheries, Wildlife and Environmental Law Enforcement

4/17/03
Date

John G. Gians

Commissioner,
Massachusetts Highway Department

5/28/03
Date

Matthew J. Amorello

Chairman,
Massachusetts Turnpike Authority

5/21/03
Date

Thomas J. Foley

Colonel,
Massachusetts State Police

5/8/03
Date

1. J. ...

Chairman,
Appalachian Trail Conference

6/5/03
Date

Jack ...

Executive Director,
Appalachian Mountain Club

5/12/03
Date

Henry J. Lewis

Chair, Berkshire Chapter
Appalachian Mountain Club

Core A. Pickett

Chair, Massachusetts A.T. Management Committee
Appalachian Mountain Club

6-16-03

Date

6-16-03

Date