

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

**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, at 16 USC § 1241 et seq.], 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 (STC) 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 and Memorandums of Understanding. The New Jersey Appalachian Trail Management Plan, completed in November 1993, provides more specific policy and program direction for the Appalachian Trail in New Jersey. Memorandums of Understanding, such as this document, 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 National Park Service Comprehensive Plan, is the objective of this agreement.

**II. PURPOSE**

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

1. The U.S. Department of the Interior, National Park Service, Appalachian Trail Park Office (NPS)
2. U.S. Department of the Interior, Fish and Wildlife Service (USFWS)
3. New Jersey State Department of Environmental Protection (NJDEP)
4. New Jersey State Department of Transportation (NJDOT)
5. Appalachian Trail Conference (ATC)
6. New York/New Jersey Trail Conference (NY/NJTC)

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 State of New Jersey.

### **III. AUTHORITY**

This Memorandum of Understanding is authorized under following laws:

1. National Trails System Act: 82 Stat. 919; 16 U.S.C. 1241
2. New Jersey State Law: N.J.S.A. 13:8-29  
N.J.S.A. 13:1D-9  
N.J.S.A. 13:11-1 *et. seq.*  
N.J.A.C. 7-2

### **IV. EXCLUSIONS**

1. This Memorandum of Understanding does not change:
  - 1.1 Any jurisdictional relationships between the National Park Service, U.S. Fish and Wildlife Service, or any other Federal agency and the State of New Jersey, nor
  - 1.2 Any established relationships between New Jersey 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, U.S. Fish and Wildlife Service, 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. The Parties 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 New Jersey Appalachian Trail Management Committee may be consulted as a means of achieving conflict resolution. Since the recommendations of the Appalachian Trail Management Committee are not binding on any of the Parties,

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3. 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 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-acquired 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, Federally owned structures management, and compliance with the National Environmental Policy Act.
4. To provide oversight review of updates and revisions to the New Jersey Appalachian Trail Management Plan for compliance with National Park Service Policies and Standards.
5. To serve as the primary central contact point for all notification provisions of this Memorandum of Understanding.
6. The primary National Park Service official contact for this Memorandum is

Park Manager  
Appalachian Trail Park Office  
National Park Service  
Harpers Ferry Center  
Harpers Ferry, WV 25425  
Tel: 304-535-6278  
Fax: 304-535-6270

-or-

Acting Park Manager  
Appalachian Trail Park Office  
National Park Service  
Harpers Ferry Center  
Harpers Ferry WV 25425  
Tel: 304-535-6278  
Fax: 304-535-6270

**B. The U.S. Fish and Wildlife Service, Wallkill River National Wildlife Refuge**

**Agrees**

1. To delegate maintenance, development, operations and corridor monitoring responsibilities for the New Jersey section of the Appalachian Trail within the Wallkill River National Wildlife Refuge to the Appalachian Trail Conference.
2. To maintain that portion of the Appalachian Trail and its corridor within the refuge as a recreational trail and honor the terms of the easement held by NJDEP allowing for the Appalachian Trail. Any potential changes affecting the use and location of the lands held in easement must first be agreed to by NJDEP.
3. To cooperate with the NY/NJTC, its member organizations, and the Appalachian Trail Conference in updating or revising the New Jersey Appalachian Trail Management Plan and Annual Work Plans to refine and implement State, Federal, and ATC policies and procedures.
4. To be responsible for the conduct and coordination of law enforcement, fire control and search-and-rescue activities on USFWS lands in accordance with applicable policies and procedures.
5. 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 prohibitions on the Appalachian Trail corridor within the refuge and of the roles of the respective management partners, including, where appropriate, the role and planning function of the New Jersey Appalachian Trail Management Committee.
6. 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 consistent with USFWS authority provided in the National Wildlife Refuge Administration Act [16 USC § 668dd], designation to the State or National Register of Historic Places, and/or employing resources management practices used to enhance recreation, hunting and aesthetic values.
7. To coordinate with ATC, NY/NJTC, and NJDEP 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.
8. To support the Appalachian Trail in its mission and enhance the recreational experience of Trail users by maintaining the biological integrity of the Refuge lands through which the Trail passes, recognizing that the use of adjacent National Wildlife Refuge lands for Appalachian Trail purposes is subject to the U.S. Fish and Wildlife Service management objectives.
9. The primary USFWS official contact for this Memorandum is:

Refuge Manager  
Wallkill River National Wildlife Refuge  
1547 County Route 565  
Sussex, NJ 07461  
Tel: 973-702-7266  
Fax: 973-702-7286

C. **The New Jersey State Department of Environmental Protection**

**Agrees**

1. To delegate maintenance, development, operations, and corridor monitoring responsibilities for the New Jersey section of the Appalachian Trail to the Appalachian Trail Conference.
2. To cooperate with the NY/NJTC, its member organizations, and the Appalachian Trail Conference in preparing and updating the New Jersey Appalachian Trail Management Plan and Annual Work Plans to refine and implement State, Federal, and ATC policies and procedures.
3. To apply and enforce the State Park Code, N.J.A.C. 7:2, as same may from time to time be amended, supplemented, modified, or changed, on all lands owned and administered by the State of New Jersey that are part of the Appalachian Trail Corridor and managed pursuant to this agreement. NJDEP 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 State of New Jersey and shall advise the NPS immediately or in any event within 24 hours of major emergencies or controversial events.
4. 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 prohibitions on Appalachian Trail lands and of the role and planning function of the New Jersey Appalachian Trail Management Committee.
5. 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 System or Register, designation to the State or National Register of Historic Places, and/or employing resources management practices, including forestry and agriculture, to enhance recreation and aesthetic values.
6. To coordinate with ATC and 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.
7. To the extent feasible and subject to the availability of funds, to promptly survey and monument the exterior boundaries of all State-owned Appalachian Trail lands, seeking to implement the Exterior Corridor Boundary Survey standards used by the NPS.

8. The primary NJDEP official contacts for this Memorandum are:

Director  
NJDEP Division of Parks &  
Forestry  
CN 404  
Trenton, NJ 08625  
Tel: 609-292-2772  
Fax: 609-984-0503

-or-

Regional Superintendent  
NJDEP Division of Parks &  
Forestry  
RD 1, Box 999, Rt. 23  
Franklin, NJ 07416  
Tel: 973-827-8848  
Fax: 973-209-8730



**D. The New Jersey Department of Transportation**

**Agrees:**

1. To inform and consult with the National Park Service, the NJDEP Division of Parks and Forestry, ATC and the NY/NJTC as early as practical in the planning phase of any anticipated highway construction or maintenance plans or activities which might impact the physical corridor of the Appalachian trail as mapped in item #4 below.
2. To provide the safest practical highway crossings for Appalachian Trail hikers, wherever New Jersey State and Interstate highways are crossed by the Appalachian Trail.
3. To consult with the NJDEP Division of Parks and Forestry, the Appalachian Trail Conference, and the NY/NJTC as necessary, wherever possible, and before undertaking any activities (other than snow removal or emergency maintenance) which might impact upon the use of any highway crossings, pull-offs, parking areas, or road shoulders by Appalachian Trail hikers.
4. To identify on operational maps all points at which the Appalachian Trail intersects with any State or Interstate Highway within the State of New Jersey.
5. To assist the Appalachian Trail Conference and/or the NY/NJTC as requested and to the extent feasible, with the task of notifying and informing Appalachian Trail hikers of any emergencies, on-going maintenance operations, or other safety considerations of which Appalachian Trail hikers should be aware regarding State and Interstate highways.
6. In consultation with the Appalachian Trail Conference and the NY/NJTC, to design, procure, install, and maintain appropriate signs, both safety and informational, to protect Appalachian Trail hikers and to inform the public of Appalachian Trail highway crossings, parking areas, and other highway-associated Appalachian Trail facilities, on State and Interstate highways where feasible and as funding permits.
7. To provide, to the extent feasible, technical 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 its related resources.
8. To include an accurate, updated depiction of the New Jersey section of the Appalachian Trail and other Appalachian Trail information in all revisions to the New Jersey Highway Map where feasible and as funding permits.
9. To provide accurate, updated information on the Appalachian Trail in NJDOT-operated visitor information facilities and publications.
10. This Agreement commits this Department to NJDOT facilities only. NJDOT is not responsible for County or Municipal facilities.
11. The primary NJDOT official contact for this Memorandum is:

Manager  
NJDOT Bureau of Environmental Services  
P.O. Box 600  
Trenton, NJ 08625  
Tel: 609-530-2824  
Fax: 609-530-3767

**E. The Appalachian Trail Conference**

**Agrees:**

1. To accept the New Jersey Department of Environmental Protection's delegation of management responsibility for ensuring that the Trail is managed satisfactorily, according to the Appalachian Trail Conference Constitution and Bylaws and Board adopted policies and Trail standards.
2. To delegate responsibility for operations, development, maintenance and monitoring of the Appalachian Trail in the State of New Jersey to the New York/New Jersey Trail Conference.
3. To ensure that ATC and NY/NJTC activities on these lands are in conformance with the statutory provisions of New Jersey laws and regulations.
4. To serve in an advisory role to the NY/NJTC and to provide as necessary backup support to them in carrying out day-to-day operational responsibilities.
5. To provide technical assistance to the NY/NJTC and their New Jersey Appalachian Trail Management Committee in preparing, updating, or revising the New Jersey Appalachian Trail Management Plan.
6. To review all updates and revisions of the New Jersey Appalachian Trail Management Plan to ensure conformance with Appalachian Trail Conference policies.
7. To assist the NY/NJTC with the implementation of the operational aspects of the New Jersey Appalachian Trail Management Plan.
8. To the extent authorized by the ATC Board of Managers, to provide technical and financial assistance to the NY/NJTC in the development and maintenance of the Appalachian Trail, for public information and education, and for monitoring and management of State-administered or NPS-acquired Appalachian Trail lands in New Jersey.
9. The primary Appalachian Trail Conference official contact for this Memorandum is:  
  
Executive Director  
Appalachian Trail Conference  
P.O. Box 807  
799 Washington Street (deliveries)  
Harpers Ferry, WV 25425  
Tel: 304-535-6331  
Fax: 304-535-2667
10. The alternate official contacts are:

Trail Management Director  
Appalachian Trail Conference  
P.O. Box 807  
799 Washington Street (deliveries)  
Harpers Ferry, WV 25425  
Tel: 304-535-6331  
Fax: 304-535-2667

-or-

Mid-Atlantic Regional Representative  
Appalachian Trail Conference  
P.O. Box 807  
799 Washington Street (deliveries)  
Harpers Ferry, WV 25425  
Tel: 304-535-6331  
Fax: 304-535-2667

**F. The New York/New Jersey Trail Conference**

**Agrees:**

1. To continue their long-standing role as the Trail organization assigned responsibility by Appalachian Trail Conference for the Appalachian Trail in New Jersey
2. To accept delegated day-to-day operational responsibilities and privileges associated with maintaining, operating, developing, and monitoring the Appalachian Trail in New Jersey.
3. To plan, operate, develop, monitor, and maintain the Appalachian Trail and its associated facilities in the State of New Jersey, subject to the approval of the Department of Environmental Protection and in accordance with ATC standards.
4. To recruit and organize volunteer member/workers.
5. To develop and present Trail education programs.
6. In cooperation with NJDEP and ATC, to organize and facilitate a New Jersey Appalachian Trail Management Committee.
7. To update and revise the New Jersey Appalachian Trail Management Plan in consultation with NJDEP, for the New Jersey segment of the trail via a scheduled review process.
8. To prepare an annual work plan for the entire Appalachian Trail in the State of New Jersey, working in close consultation with the NJDEP, ATC, the NPS Appalachian Trail Park Office, the NPS Delaware Water Gap National Recreation Area, and the USFWS Wallkill River National Wildlife Refuge to establish objectives to be achieved during the work year and to identify the means to be employed to reach them.
9. The primary New York/New Jersey Trail Conference official contact is:

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

**G. The Land Managing Partners**

**NPS, USFWS, NJDEP, ATC, NY/NJTC**

**Agree:**

1. That the legislated authority of each individual land managing agency to manage, regulate, operate, develop, use, control, and protect all lands under its jurisdiction shall continue to be the controlling authority, subject to normal agency and judicial appeal and review processes.
2. To provide, to the extent feasible and subject to the availability of funds, technical and financial assistance for capital improvements, such as parking areas, shelters, foot bridges, and other management needs associated with the development, administration, and maintenance of the trail and related resources.
3. To review with the Appalachian Trail Conference and the NY/NJTC, as necessary, the location of the Trail footpath on NJDEP 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 the past and current surrounding land uses.
  - 3.1 Any proposed Trail relocation will be reviewed by the appropriate Partners according to established relocation procedures.
  - 3.2 The Partners will follow applicable Trail relocation procedures included in the New Jersey Appalachian Trail Management Plan.
  - 3.3 Any proposed Trail relocations on State lands are subject to final approval by the NJDEP.
4. To establish an “Appalachian Trail Corridor” on publicly owned lands surrounding the Appalachian Trail footpath as located in item #3 above, in order 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 600 feet, centered on the Appalachian Trail Footpath. The “Secondary Zone” may be expanded to include outstanding natural or other resources adjacent to the “Appalachian Trail Corridor.”
  - 4.1 The “Primary Zone” shall extend 200 feet on each side of the footpath (400 feet total width) on NJDEP lands, including lands held in easement by NJDEP within the Wallkill River National Wildlife Refuge, and on all National Park Service-acquired lands.
  - 4.2 Within the “Primary Zone” on NJDEP 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. This prohibition shall not apply to crossings of State and Interstate highways.

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

4.3 The “Secondary Zone” shall extend a minimum of 300 feet on each side of the Primary Zone (600 feet total minimum addition). This additional width makes 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 Partners shall identify, discuss, and coordinate, on a case-by-case basis, proposed uses within the zone, and on such additional lands as may be appropriate. The Partners’ approval is not required for NJDOT projects.

4.3.3 Appropriate uses and mitigation measures for high visibility/audibility projects proposed within or adjacent to the “Secondary Zone” will be addressed by the New Jersey Appalachian Trail Management Committee, whose approval is not required for NJDOT projects.

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, or other special or sensitive resources requiring protection.

5.1.3 The appropriate Partners will seek to provide additional protection to important resources.

## **All Parties**

### **Agree:**

1. To promote public awareness of the trail and to assist, where appropriate, 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, each partner's contributions to management of the Appalachian Trail, and as necessary, any and all other matters pertaining to the Appalachian Trail within the State of New Jersey that may be of concern to any party to this agreement.
3. The appropriate Partners will meet together to develop annual work plans and to plan the implementation of all necessary actions to protect the Appalachian Trail.
4. That the National Park Service (ATPO) and the Appalachian Trail Conference will serve as "ex-officio" members of the NY/NJTC's New Jersey Appalachian Trail Management Committee.
5. To consult with appropriate Partners regarding all proposals for change that may impact the Appalachian Trail.
6. To inform the National Park Service immediately (or within 24 hours) of any major emergency or controversial event occurring on Trail corridor lands, regardless of land ownership. The NPS will then communicate this information to all appropriate Partners.
7. To follow emergency management recommendations included in the New Jersey Appalachian Trail Management Plan.



## **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. 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, 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 New Jersey 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 the date indicated below.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Regional Director  
U.S. Fish and Wildlife Service  
U.S. Department of the Interior

\_\_\_\_\_  
Date

\_\_\_\_\_  
Governor  
State of New Jersey

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner  
New Jersey Department of Environmental Protection

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner  
New Jersey Department of Transportation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman  
Appalachian Trail Conference

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director  
New York/New Jersey Trail Conference

\_\_\_\_\_  
Date