Draft Compatibility Determination

Title

Draft Compatibility Determination for Operation of Ingleside Recreation Area by Kent County, Eastern Neck National Wildlife Refuge.

Refuge Use Category

Rights-of-way and Rights to Access

Refuge Use Type(s)

Rights of way (road)

Refuge

Eastern Neck National Wildlife Refuge

Refuge Purpose(s) and Establishing and Acquisition Authority(ies)

The purpose of the refuge is "...for use as an inviolate sanctuary, or for any other management purpose, for migratory birds." Eastern Neck National Wildlife Refuge (NWR) was established under the authority of the Migratory Bird Conservation Act of 1929, as amended (MBCA) (16 U.S.C. 715 d). Additional tracts were acquired through 1966 under the MBCA authority.

National Wildlife Refuge System Mission

The mission of the National Wildlife Refuge System, otherwise known as Refuge System, is to administer a national network of lands and waters for the conservation, management, and where appropriate, restoration of the fish, wildlife, and plant resources and their habitats within the United States for the benefit of present and future generations of Americans (Pub. L. 105–57; 111 Stat. 1252).

Description of Use

Is this an existing use?

Yes, this compatibility determination reviews and replaces the March 24, 2010, compatibility determination for the administration and maintenance by Kent County through their Commissioners for seasonal public recreation purposes.

What is the use?

The Ingleside Recreation Area is within Eastern Neck NWR but is administered and

maintained by Kent County through their Commissioners for seasonal public recreation purposes. Maintenance activities includes: weekly mowing, weed whacking, emptying trash bins and replacing trash bags, picking up trash not in bins, and other general maintenance. This Memorandum of Understanding (MOU) does not extend enforcement authority of the area as Ingleside is within concurrent jurisdiction. The specific terms of this arrangement are specified in the MOU between the U.S. Fish and Wildlife Service (USFWS, Service), Department of the Interior and the County of Kent, Maryland established in 1975 (see Appendix A) and extended indefinitely in 1998 (see Appendix B) but reviewed every 5 years.

Is the use a priority public use?

Yes

Where would the use be conducted?

This use will be conducted in the portion of refuge Tract 15, exclusive of the access corridor acreage that is Ingleside Recreation Area (see Appendix C), identified under item 1 in the MOU. Tract 15 is an 11.2-acre tract of land located in the northwest portion of the refuge, adjacent to the Chesapeake Bay.

When would the use be conducted?

The use of the Ingleside Recreation Area is limited to April 1 through September 30 during daylight hours. The County assumes management control from May 1 to September 30. The area is closed to the public during the remainder of the year to reduce disturbance to wintering and migrating waterfowl. After hours and during the closure period the Service will exercise jurisdiction and management authority.

How would the use be conducted?

An MOU between the Service and Kent County outlines the management agreement for the Ingleside Recreation Area. The County assumes the responsibility and costs of maintaining and operating the area. The maintenance will include restoration repairs, grading of roads and parking lots, mowing and garbage pickup. The county will be responsible for repairs and/or replacement of picnic tables existing on the area. A special use permit will not be needed.

Why is this use being proposed or reevaluated?

Fishing, crabbing and shell fishing are historic uses of Eastern Neck Island and the Chesapeake Bay area. The shallow water area adjacent to the Ingleside Recreation Area is a shallow flat area that is ideal for these pursuits. Fishing along with the other activities allowed by the County at the Recreation Area are priority public use activities identified in the 1997 Refuge System Improvement Act and the Service is encouraged to facilitate these activities when compatible with refuge purposes. The

County is interested in maintaining this historic use in this area and maintaining the Recreation Area. The MOU allows the area to remain open for public use while reducing the overhead cost to the Service.

Availability of Resources

The analysis of cost for administering and managing each use will only include the incremental increase above general operational costs that we can show as being directly caused by the proposed use. The cost in the management of this area is minimal to the Service. A minor amount of administrative costs is incurred on an annual basis to oversee the MOU and coordinate with County Official. Overall, there is net benefit to the Service to be able to provide wildlife-dependent recreational opportunities with little cost to the refuge.

Table 1. Costs to Administer and Manage Operation of Ingleside Recreation Area by Kent County.

Category	Recurring Annual Expenses
Staff time (LE, administration, and	\$3,450
management	
Support costs (fuel, travel expenses)	\$500
Total Expenses	\$3,950

Anticipated Impacts of the Use

Potential impacts of a proposed use on the refuge's purpose(s) and the Refuge System mission

The effects and impacts of the proposed use to refuge resources, whether adverse or beneficial, are those that are reasonably foreseeable and have a reasonably close causal relationship to the proposed use. This compatibility determination includes the written analyses of the environmental consequences on a resource only when the impacts on that resource could be more than negligible and therefore considered an "affected resource." Fish and wildlife resources, including hydrology, soils, and vegetation will not be more than negligibly impacted by the action and have been dismissed from further analyses.

Wildlife observation, photography, interpretation, and environmental education may affect the wildlife resource positively or negatively. A positive effect of public involvement in these priority public uses will be a better appreciation and more complete understanding of the refuge wildlife and habitats. Better public understanding may translate into more widespread, stronger support for Eastern Neck NWR, the Refuge System and the Service. Modes of access (e.g. walking and biking) have the potential of impacting waterfowl, marsh birds and other migratory

bird populations feeding and resting near the trails and on beaches during certain times of the year. Use of upland trails is more likely to impact songbirds than other migratory birds.

Short-term impacts

Soil compaction, soil erosion, and changes in hydrology from hiking on and off-trail have the potential to impact the soil (Kuss 1986, Roovers et al. 2004). Additionally, use of the soft boat launch focuses the effects of soil disturbance to that location which when compounded with wave action and rain can increase erosion. Vehicle rutting and potential heavy public use in the picnic table areas can also cause soil disturbances leading to compaction or erosion. This will be monitored during the open use season from April 1 to September 30 annually and actions taken to reduce erosion if needed (e.g., seeding, gravel, or temporarily closing a portion of the public use area).

Anticipated impacts to wildlife and vegetation are expected to be minimal. Wildlife disturbances typically results in a temporary displacement without long-term effects on individuals or populations. Some species will avoid the areas people frequent, such as the road, trails, picnic area, soft launch for small boats such as kayaks or canoes, or parking lot, while others seem unaffected by or even drawn to the presence of humans. Trash, food, or fishing waste left on site can attract wildlife to an unnatural food source can become a nuisance. These impacts are expected to be minimal and limited in time and duration as both Kent County and refuge staff monitor trash and debris on a regular basis.

Although fishing and crabbing causes mortality to fish and crabs, season dates and limits are set with the long-term health of populations in mind. Populations of most species are regularly monitored by Maryland Department of Natural Resources staff and have determined that a controlled sport fishing harvest would not adversely affect overall fish population levels.

Visitors who are fishing and crabbing may also introduce litter such as fishing line and lead weights (sinkers, split shot, etc.) that may harm waterbirds including waterfowl, and loon species (Scheuhammer and Norris 1996). Discarded fishing line and other fishing litter may entangle migratory birds and mammals and cause injury and death (Jones et al. 2018). This could be reduced through the use of monofilament recycling containers at fishing access sites, if warranted.

Long-term impacts

Hydrology and water quality can be directly related to soil disturbance. Vehicle rutting followed by heavy rain events could lead to an increase in runoff into the

Chester River/Chesapeake Bay but likely not a significant amount. Due to good coverage of gravel in the parking area and grass in the picnic area, impacts to water quality from public use at Ingleside are expected to be low.

Increased visitation and increased opportunities for consumptive and non-consumptive uses would also increase the likelihood of damage or disturbance of cultural and historic resources on the refuge. However, those effects should not be significant, because almost all public use described herein occur within a relatively small footprint at Ingleside Recreation Area.

Impacts may be minor when we consider them alone but may become important when we consider them collectively. Our principal concern is repeated disruptions of nesting, resting, or foraging birds. Our knowledge and observations of the affected areas show no evidence that public use at Ingleside will adversely affect the wildlife resource. We also have not observed significant resource degradation, long-term consequences, or cumulative effects on any of the refuges with established programs. However, opening refuge lands to public use can often result in littering, vandalism, or other illegal activities on the refuges. Although we do not expect substantial cumulative impact from public use at Ingleside in the near term, it will be important for refuge staff to monitor such uses and, if necessary, respond to conserve high-quality wildlife resources. Overall refuge visitation may increase due to local tourism. Therefore, all uses on the refuge may increase over time. Overall, there are no anticipated cumulative impacts.

Public Review and Comment

The draft compatibility determination will be available for public review and comment for 14 days from (insert date) to (insert date). The public will be made aware of this opportunity to comment through the refuge website (https://www.fws.gov/refuge/eastern_neck/). A hard copy of this document will be posted at the Visitor Center (1730 Eastern Neck Road, Rock Hall, MD 21661). Concerns expressed during the public comment period will be addressed in the final

Determination

Is the use compatible?

Compatibility Determination.

Yes

Stipulations Necessary to Ensure Compatibility

1. The County agrees not to use or to permit the use of Ingleside Recreation Area for any purposes which is inconsistent or incompatible with the purposes herein specified, nor grant or assign any rights under this agreement.

- 2. It is mutually understood and agreed that the United States has the sole right to grant rights and privileges on the above-described lands relative to uses or entry upon lands not specifically authorized by this Agreement and including, but not limited to, surface exploration or prospecting for minerals, geophysical surveys, easements or rights-of-way for roads, highways, pipelines, telephone lines, electric power transmission lines, or any public utilities and surveys incidents thereto, etc., on or affecting the above-described lands.
- 3. The County agrees to notify promptly the Service through the Project Leader, Chesapeake Marshlands NWR Complex, of any intention to abandon the project.
- 4. The County shall not remove or permit to be removed sand, gravel, or any products of the land. The County shall not interfere with any person entering on the above-described lands under the authority of the United States.
- 5. The County will take all reasonable actions to protect and preserve the area and perform maintenance as may be required to prevent habitat destruction.
- 6. The County agrees to file an annual report to the Project Leader as of January 1, reciting the use made of the land and maintenance performed thereon, end expenditures made thereon during the preceding calendar year ending December 31.
- 7. The County will assume custody, maintenance, and use of the lands for public recreation purposes without restrictions as to race, creed, color, sex, or national origin. However, such public recreation will be limited to photography, hiking, nature study, bicycling, access to fin fishing, shell fishing, crabbing, wading, and picnicking associated with such pursuits. Pets will be permitted in designated parking areas if on a leash not exceeding 10 feet in length.
- 8. The County will at the termination of the Agreement deliver up and surrender the property in as good condition as of when the MOU was originally signed.
- 9. The County will have seasonal control of the area from May 1 through September 30 during daylight hours (beginning at civil twilight in the morning and ending as civil twilight in the evening). After hours and during the closed period the Service will exercise jurisdiction.
- 10. The maintenance will include, but not be limited to, restoration repairs, grading of roads and parking lots, mowing and garbage pickup.
- 11. The County will have use of those picnic tables and permanent grills existing on the areas. Subsequent repairs and/or replacement will be the responsibility of the County.
- 12. No powered watercraft of any kind will be launched from this Ingleside Recreation Area boat ramp with the exception of outboard-driven craft with a rating of 5HP or less.
- 13. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this Agreement, or to any benefit to arise, therefore, separate and apart from any benefit accruing to the general public.

14. All activities on the above-described lands are subject to the laws and regulations governing uses of the Refuge System.

Justification

The stipulations outlined above would help ensure that the use is compatible at Eastern Neck NWR. The operation of Ingleside Recreation Area by Kent County, as outlined in this compatibility determination, would not conflict with the national policy to maintain the biological diversity, integrity, and environmental health of the refuge. Based on available science and best professional judgement, the Service has determined that the operation of Ingleside Recreation Area by Kent County at Eastern Neck NWR, in accordance with the stipulations provided here, would not materially interfere with, or detract from, the fulfillment of the Refuge System mission or the purpose of the Eastern Neck NWR. The seasonal use and maintenance of Ingleside Recreation Area by Kent County would be appropriate and compatible as the public can develop an appreciation for wildlife and wild lands.

Signature of Determination

Refuge Manager Signature and Date

Signature of Concurrence

Assistant Regional Director Signature and Date

Mandatory Reevaluation Date

2031

Literature Cited/References

Kuss, F.R. 1986. A review of major factors influencing plant responses to recreation impacts. Environmental Management 10: 637-650.

Jones, A.W., B. Weidig, J.C. Spetz, and C.L. Brennan. 2018. Bird mortality from fishing lines: a barn owl case study. Ohio Biological Survey Notes 8: 1-3.

Roovers, P., K. Verheyen, M. Hermy, and H. Gulinck. 2004. Experimental trampling and vegetation recovery in some forest and heathland communities. Applied Vegetation Science 7: 111-118.

Scheuhammer, A.M. and S.L. Norris. 1996. The ecotoxicology of lead shot and lead fishing weights. Ecotoxicology 5: 279–295.

- U. S. Fish and Wildlife Service. 2009. Eastern Neck National Wildlife Refuge, Draft Comprehensive Conservation Plan and Environmental Assessment, USFWS Region 5, Hadley, MA.
- U. S. Fish and Wildlife Service. 2010. Eastern Neck National Wildlife Refuge, Comprehensive Conservation Plan, USFWS Region 5, Hadley, MA.

Appendix A

Memorandum of Understanding Between Kent County and the U.S. Fish and Wildlife Service

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06/15/1998 13:27 4106392516 EASTERN NECK NAR PAGE 02 1

MEMORANDUM OF UNDERSTANDING
BETVEEN THE
U.S. FISH AND WILDLIFE SERVICE
DEPARTMENT OF THE INTERIOR
AND THE
COUNTY OF MENT
MARYLAND

This UNDERSTANDING entered into by the Department of the Interior through the U.S. Fish and Wildlife Service, hereinefeer referred to as the Service, and Kent County, Maryland, hereinefter referred to as the County, witnesseth that:

WHEREAS the Service, pursuant to the Recreational Use of Conservation Areas Act (Pub. I. 87-714, as amended: 16 U.S.C. 460k to 460k-4), is authorized to provide for recreational use of areas within the National Wildlife Refuge System to the extent that such use will not conflict with the primary purposes for which the areas were established; and

WHEREAS it is the desire of the parties of this Agreement to cooperate in the maintenance of the Ingelside Recreation Area, Eastern Nack National Wildlife Refuge, Kent County, Maryland, to be administered by the County through their Commissioners for seasonal public recreation purposes to the extent compatible with wildlife requirements; and

WHEREAS the County represents itself as authorized and willing to assume the responsibility and costs of maintaining and operating portions of the aforesaid Refuse more fully described hereinafter;

NOW, THEREFORE, it is mutually agreed, in consideration of the covenants and releases hereinafter contained, that

 For the purposes of maintaining portions of the said Refuge, the Service grants to the Gounty the seasonal use and control of the following lande:

Commencing at Corner 1 of the U.S. Tract (12) in the centerline of Fastern Neck Island Road, a 3/4" x 12" iron pipe set 1" below grade; thence N 27" 30' E with line 1-2 of said Tract (12), and along the center of Eastern Neck E with line 1-2 of said Tract (12), and along the center of Eastern Neck Island Road approximately 697 feet to Corner 1, the Place of Beginning, a roint in the centerline of Eastern Neck Island Road and the junction of point in the centerline of Eastern Neck Island Road and the junction of Ingleside Road; thence in a corridor 25' either side of the centerline of said Ingleside Road; thence in a corridor Nov Wa distance of 3492 and in in ingleside Road; thence in a corridor Nov Wa distance of Nov Wa 1510 feet to corner continuing with the centerline and corridor Nov Wa 1510 feet to a point in the centerline adjoining a line of trees being Corner 2; thence in a line from Corner 2 with the line of trees Nov 70 30' E, 65 feet to Corner 3; Nov Wa 1510 feet to Corner 4: Nov Wa 1510 feet to Corner 5, a point in the mean high water line of the Corner 3: Nov Wa 1510 feet to Corner 4: Nov Wa 1510 feet to Corner 5, a point in the mean high water line of Chesapeake Bay: thence westerly with the Said line of mean high water along the east shore of Chesapeake Bay approximately 1200 feet to Corner 6, a point in the mean high water line of Chesapeake Bay: thence in a line 3 23° 45' E, 30 feet to Corner 7; S 70° 00'. 388 feet to Corner 8; S 12° 30' E, 441 to Corner 9: S 41° 45' E, 185 feet to Corner 10; S 75° 30' E, 245 feet to Corner 11; S 57° 30" E, 82 feet to Corner 12; N 77° 30' E, 32 feet to Corner 2; thence on reciprocal bearings to the Flace of

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EASTERN NECK HWR

Beginning, being a portion of U.S. Tract (15) containing 11.2 acres, more or less, exclusive of the access corridor acreage.

- 2. The County agrees not to use or to permit the use of said abovedescribed lands or any portion thereof, for any purposes which is inconsistent or incompatible with the purposes herein specified, nor grant or assign any rights under this Agreement.
- 3. It is mutually understood and agreed that the United States has the sole right to grant rights and privileges on the above-described lands relative to uses or entry upon lands not openifically authorized by this Agreement and including, but not limited to, surface exploration or prospecting for minerals, geophysical surveys, easements or rights-of-way for roads, highways, pipelines, telephone lines; electric power transmission lines, or any public utilities and surveys incident thereto, etc., on or affecting the adove-described lands.
- 4. The County agrees to notify promptly the Sarvice through the Refuge Manager, Eastern Nack Marienal Wildlife Refuge, of any intention to abandon the project.
- 5. The County shall not remove or permit to be removed sand, gravel, or any products of the land. The County shall not interfere with any person entering on the above-described lands under the authority of the United Stars.
- 6. The County will take all reasonable action to protect and preserve the area and perform maintenance as may be required to prevent habitat destruction.
- 7. The County agrees to file an annual report to the Refuge Manager as of January 1, reciting the use made of the land and maintenance performed thereon, and expenditures made thereon during the praceding calandar year ending December 31.
- 8. The County will assume custody, maintenance, and use of the lands for public recreation purposes without restrictions as to race, craed, color, sex, or national origin. However, such public recreation will be limited to photography, hiking, nature study, bidyeling, access to fin fishing, shell fishing, crabbing, wading, and picnicking associated with such pursuits. Pets will be permitted in designated parking areas if on a leash not exceeding 10 feet in length.
- . 9. The County will at the termination of the Agreement deliver up and surrender the property in as good a condition as of the date hereof.
- 10. The County will have sessonal control of the area from May 1 through September 30 during daylight hours. After hours and during the closed period the Service will exercise jurisdiction.
- 11. The County maintenance will include, but not be limited to, restoration repairs, gracing of roads and parking loss, mowing and garbage bickup.

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12. The County will have use of those picnic tables and permanent grills existing on the area. Subsequent repairs and/or replacement will be the responsibility of the County.

- 13. No powered watercraft of any kind will be launched from the Ingelside Recreation Ara boat ramp with the exception of outboard driven craft with a rating of 5 HP or less.
- 14. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this Agreement, or to any benefit to arise therefore, separate and apart from any benefit accruing to the general public.
- 15. All activities on the above described lands are subject to the laws and regulations governing uses of the National Wildlife Refuge System.

This Agreement shall become effective as of the date of a letter or notice from the Service informing the County that execution of the Agreement has been completed and that the above-described lands are available for use by the County. This Agreement shall remain in force for a period of five years with option of renewal for additional periods as may be mutually agreed upon by the Service and the County. At any time the County abandons the project or fails to utilize the lands for the purposes described herein, or at the discretion of the Service, part.

IN WITHERS WHEREOF the parties have executed this Cooperative Agreement on the day, month, and year opposite their signatures thereof.

THE COUNTY COME	ISSIONERS OF KENT COUNTY MARY	AND
BY. Gewar	ρ	DATE: 7/31/90
PRESI	ENT	DATE: 7/3/ /9.0
BY: GG MEMBER	181111	DATE: 7/31/90
BY: MEMBE		DATE:
U.S. FISH AND	VILDLIFE SERVICE, DEPARTMENT OF	THE INTERIOR
JAMES :	OZZOZITY CONTRACTOR OF THE CON	DATE: 7-16-92
PARCIO	NAL DIRECTOR	

Appendix B

Indefinite Extension Amendment to the Memorandum of Understanding Between Kent County and the U.S. Fish and Wildlife Service

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2. AMENOMENT/MODIFICATION NO.	16 Jul 98	RORW80045			
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6. ISSUED BY	0002				
U.S. Fish and Wildlife Service Contracting & General Services,300 Wi	estgate Center Drive				
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Appendix C

