



Crab Orchard National Wildlife Refuge
General Activities
Special Use Permit
 (For Official Use Only)

Permit #: 17-086

Permit Term:

From:

To:

6/8/2018

6/10/2018

1) Permittee Name/Business:

Saluki Master Swim Club - Clay Kalor

2) Permit Activity Type:

Competitive Swimming Race

2) Permit Status:

**Approved** *If approved, provide special conditions (if any) in the text box below.***Denied** *If denied, provide justification in the text box below.*

1. The Permittee must have a valid special use permit. 2. The Permittee will be required to carry liability insurance for the event and provide safety boats to assist swimmers. 3. This permit is for a one-day swimming event at Little Grassy Lake in the location displayed on the attached map. 4. The event organizer will disclose to all participants that the event is taking place on Crab Orchard National Wildlife Refuge and general refuge regulations will be made available to all participants. 5. The staging of the event will take place at Touch of Nature. 6. Event results (# of participants, issues, and etc.) must be reported to the refuge within 14 days of the event.

3) Are there additional special conditions attached to the permit?

☐ Yes ☒ No ☐ N/A

4) Are other licenses/permits required, and have they been verified?

☐ Yes ☒ No ☐ N/A

5) Are Insurance and/or Certification(s) required, and have they been verified?

☒ Yes ☐ No ☐ N/A

6) Record of Payments:

☐ Full ☐ Partial ☒ Exempt

7) Is a surety bond or security deposit required?

☐ Yes ☐ No ☒ N/A

This permit is issued by the U.S. Fish and Wildlife Service and accepted by the applicant signed below, subject to the terms, covenants, obligations, and reservations, expressed or implied therein, and to the notice, conditions, and requirements included or attached. A copy of this permit should be kept on-hand so that it may be shown at any time to any refuge staff

8) Permit approved/issued by: (Signature and title)

Date: 9/21/17

9) Permit accepted by: (Signature of permittee)

Date: 10-4-17

General Conditions and Requirements

1) **Responsibility of Permittee:** The permittee, by operating on the premises, shall be considered to have accepted these premises with all facilities, fixtures, or improvements in their existing condition as of the date of this permit. At the end of the period specified or upon earlier termination, the permittee shall give up the premises in as good order and condition as when received except for reasonable wear, tear, or damage occurring without fault or negligence. The permittee will fully repay the Service for any and all damage directly or indirectly resulting from negligence or failure on his/her part, and/or the part of anyone of his/her associates, to use reasonable care.

2) **Operating Rules and Laws:** The permittee shall keep the premises in a neat and orderly condition at all times, and shall comply with all municipal county, and State laws applicable to the operations under the permit as well as all Federal laws, rules, and regulations governing national wildlife refuges and the area described in this permit. The permittee shall comply with all instructions

applicable to this permit issued by the refuge official in charge. The permittee shall take all reasonable precautions to prevent the escape of fires and to suppress fires and shall render all reasonable assistance in the suppression of refuge fires.

3) Use Limitations: The permittee's use of the described premises is limited to the purposes herein specified and does not, unless provided for in this permit, allow him/her to restrict other authorized entry onto his/her area; and allows the U.S. Fish and Wildlife Service to carry on whatever activities are necessary for: (1) protection and maintenance of the premises and adjacent lands administered by the U.S. Fish and Wildlife Service; and (2) the management of wildlife and fish using the premises and other U.S. Fish and Wildlife Service lands.

4) Transfer of Privileges: This permit is not transferable, and no privileges herein mentioned may be sublet or made available to any person or interest not mentioned in this permit. No interest hereunder may accrue through lien or be transferred to a third party without the approval of the Regional Director of the U.S. Fish and Wildlife Service and the permit shall not be used for speculative purposes.

5) Compliance: The U.S. Fish and Wildlife Service's failure to require strict compliance with any of this permit's terms, conditions, and requirements shall not constitute a waiver or be considered as a giving up of the U.S. Fish and Wildlife Service's right to thereafter enforce any of the permit's terms or conditions.

6) Conditions of Permit not Fulfilled: If the permittee fails to fulfill any of the conditions and requirements set forth herein, the U.S. Fish and Wildlife Service shall retain all money paid under this permit to be used to satisfy as much of the permittee's obligation as possible.

7) Payments: All payment shall be made on or before the due date to the local representative of the U.S. Fish and Wildlife Service by a postal money order or check made payable to the U.S. Fish and Wildlife Service.

8) Termination Policy: At the termination of this permit the permittee shall immediately give up possession to the U.S. Fish and Wildlife Service representative, reserving, however, the rights specified in paragraph 11 below. If he/she fails to do so, he/she will pay the U.S. Fish and Wildlife Service, as liquidated damages, an amount double the rate specified in this permit for the entire time possession is withheld. Upon yielding possession, the permittee will still be allowed to reenter as needed to remove his/her property as stated in paragraph 11 below. The acceptance of any fee for the liquidated damages or any other act of administration relating to the continued tenancy is not to be considered as an affirmation of the permittee's action nor shall it operate as a waiver of the U.S. Fish and Wildlife Service's right to terminate or cancel the permit for the breach of any specified condition or requirement.

9) Revocation Policy: The Regional Director of the U.S. Fish and Wildlife Service may revoke this permit without notice for noncompliance with the terms hereof, or for violation of general and/or specific laws or regulations governing national wildlife refuges, or for nonuse. It is at all times subject to discretionary revocation by the Director of the Service. Upon such revocation the U.S. Fish and Wildlife Service, by and through any authorized representative, may take possession of said premises for its own and sole use, and/or may enter and possess the premises as the agent of the permittee and for his/her account.

10) Damages: The U.S. Fish and Wildlife Service shall not be responsible for: any loss or damage to property including but not limited to crops, animals, and machinery; injury to the permittee or his/her relatives or to the officers, agents, employees, or any other(s) who are on the premises from instructions; the sufferance from wildlife or employees or representatives of the U.S. Fish and Wildlife Service carrying out their official responsibilities. The permittee agrees to hold the U.S. Fish and Wildlife Service harmless from any and all claims for damages or losses that may arise to be incident to the flooding of the premises resulting from any associated government river and harbor, flood control, reclamation, or Tennessee Valley Authority activity.

11) Removal of Permittee's Property: Upon the expiration or termination of this permit, if all rental charges and/or damage claims due to the U.S. Fish and Wildlife Service have been paid, the permittee may, within a reasonable period as stated in the permit or as determined by the U.S. Fish and Wildlife Service official in charge, but not to exceed 60 days, remove all structures, machinery, and/or equipment, etc., from the premises for which he/she is responsible. Within this period the permittee also must remove any other of his/her property including his/her acknowledged share of products or crops grown, cut, harvested, stored, or stacked on the premises. Upon failure to remove any of the above items within the aforesaid period, they shall become the property of the U.S. Fish and Wildlife Service.



General Activities Special Use Permit Application

OMB Control # 1018-0162
Expiration Date: 06/30/2017

1

Refuge:
Address:
Attn: (Refuge Official)
E-Mail:
Phone #:

For Official Use Only:

Permit #:
Station #:
Permit Term: from to

Note: We do not require all information for each use. See instructions at the end of the notice and contact the refuge identified above to determine applicability of a particular item. Attach additional sheets to the application if the text spaces provided are inadequate.

1) Identify the type of Permit you are applying for: New ☒ Renewal ☐ Modification ☐ Other ☐

Applicant Information

2) Full Name: 3) Organization:
4) Street Address:
5) City/State/Zip:
6) Phone #: 7) Fax #:
8) E-mail:

9) List known assistants/subcontractors/subpermittees: (Only required if the assistants/subcontractors/subpermittees will be operating on the refuge without the permittee being present.)

Name/Business	Address	Phone #

Activity Information

10) Activity type: ☒ Event ☐ Wood Cutting ☐ Group Visit ☐ Educational Activity
☐ Cabin/Subsistence Cabin ☐ Other

Note: Depending on the activity for which you are requesting a permit, we may ask you for the following activity information. Please contact the specific refuge where the activity is being conducted to determine what information is required.

11) Specifically identify timing, frequency, and how the activity is expected to proceed:

U. S. Masters Swimming one mile Open Water National Championship for Masters swimmers 18 yrs of age and over. Additional distances will be offered using multiple roundings of the same course. The competition to be held on Sat, June 9, 2018, with backup date of Sun, June 10, 2018, if the event must be delayed to to weather conditions. Prerace set up of the course will begin on Friday afternoon, June 8. Buoys on the course will be placed around 8 am with the first race beginning at 9 am. All events are scheduled to be completed by 4 pm. Clean up and removal of buoys should be completed by 7p.

12) Activity/site occupancy timeline: (Specifically identify beginning and ending dates, site occupation timeline, hours, clean-up, and other major events.)

We expect between 100-200 competitors and 30 volunteers (officials and safety personnel). The competition to be held on Sat, June 9, 2018, with backup date of Sun, June 10, 2018, if the event must be delayed to to weather conditions. Prerace set up of the course will begin on Friday afternoon, June 8. Buoys on the course will be placed around 8 am with the first race beginning at 9 am. All events are scheduled to be completed by 4 pm. Clean up and removal of buoys should be completed by 7pm.

13) Expected number of participants, if applicable: Children (1-18) Adults Total 14) Grade level of educational group, if applicable: Grade 15a) Will staff time/assistance be required for group activities? Yes ☐ No ☒ N/A ☐15b) If yes, what's the anticipated time frame? 16a) Plan of Operation required? Yes ☐ No ☒ N/A ☐ 16b) Plan of Operation attached? Yes ☐ No ☒

17) Specifically identify location(s): (GPS location(s) preferred)

Touch of Nature campsite and beach. See attached course map.

18a) Is map of location(s) required?

Yes ☒ No ☐ N/A ☐

18b) Is map of location(s) attached?

Yes ☒ No ☐

Insurance Coverage/License/Certifications/Permits

Note: Contact the specific refuge headquarters office where the activity is going to be conducted to determine if any type of insurance, certification(s), or permit(s) will be required. We may process this Special Use Permit while the applicant obtains them.

19) List any insurance coverage you have such as general liability, aviation, grounding liability, contaminants applicator, medical evacuation, or others, if required:

Insurance Type	Carrier Name	Policy Number	Copy Attached? Yes or No
Liability	Everest National Insurance Co	certificate available	No
Participant Accident Cov	Federal Insurance Company		

20) Identify licenses, certifications, and permits, if required:

License/Certification/Permit Type	Number (if applicable)	Issued to:	Copy Attached? Yes or No
U.S. Masters Swimming		Saluki Masters Swim Club	No

Logistics and Transportation

Note: Not all information is required for each use. Please contact the specific refuge where the activity is being conducted to determine what information is required. Attach additional sheets to the application if the text spaces provided are inadequate.

21) Does activity require personnel to stay overnight onsite? Yes ☐ No ☒

22) List names of personnel involved:

List Names	List Names	List Names

23) Specifically describe all major equipment/gear and materials used, if required:

24a) Provide detailed information on the logistics for onsite, intersite, and/or ship-to-shore transportation to or on the refuge, if required:

24b) Provide descriptions, license plate, or I.D. numbers of vehicles used for onsite, intersite, and/or ship-to-shore transportation, if required:

Type of transportation (onsite, intersite, or ship-to-shore)	Equipment Type	License/I.D./Registration Numbers

25) Specifically describe onsite work and/or living accommodations:

26) Specifically describe onsite hazardous material storage or other onsite material storage space:

Sign, date, and print this form and return it to the refuge for processing.

30) Signature of Applicant:

Clay A. Nolas

Date of Application:

June 28, 2017

Notice

In accordance with the Privacy Act (5 U.S.C. 552a) and the Paperwork Reduction Act (44 U.S.C. 3501), please note the following information:

The issuance of a permit and collection of fees on lands of the National Wildlife Refuge System are authorized by the National Wildlife Refuge System Administration Act (16 U.S.C. 668dd-ee) as amended, and the Refuge Recreation Act (16 U.S.C. 460k-460k-4).

The information that you provide is voluntary; however, we require submission of requested information to evaluate the qualifications, determine eligibility, and document permit applicants under the above Acts. It is our policy not to use your name for any other purpose. We maintain the information in accordance with the Privacy Act. We will consider all information you provide in reviewing this application. False, fictitious, or fraudulent statements or representations made in the application may be grounds for revocation of the Special Use Permit and may be punishable by fine or imprisonment (18 U.S.C. 1001). Failure to provide all required information is sufficient cause for the U.S. Fish and Wildlife Service to deny a permit.

No Members of Congress or Resident Commissioner shall participate in any part of this contract or to any benefit that may arise from it, but this provision shall not pertain to this contract if made with a corporation for its general benefit.

The Permittee agrees to be bound by the equal opportunity "nondiscrimination in employment" clause of Executive Order 11246.

Routine use disclosures may also be made: (a) to the U.S. Department of Justice when related to litigation or anticipated litigation; (b) of information indicating a violation or potential violation of a statute, rule, order, or license to appropriate Federal, State, local, or foreign agencies responsible for investigating or prosecuting the violation or for enforcing or implementing the statute, rule, regulations, order, or license; (c) from the record of the individual in response to an inquiry from a Congressional office made at the request of the individual (42 FR 19083, April 11, 1977); and (d) to provide addresses obtained from the Internal Revenue Service to debt collection agencies for purposes of locating a debtor to collect or compromise a Federal Claim against the debtor, or to consumer reporting agencies to prepare a commercial credit report for use by the Department of Justice (48 FR 54716; December 6, 1983).

An agency may not conduct or sponsor and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. OMB has approved this information collection and assigned control number 1018-0102. The public reporting burden for this information collection varies based on the requested specific refuge use. We estimate the relevant public reporting burden for the General Activity Special Use Permit Application form to average 0.5 hours per response, including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Mail comments on this form to the Information Collection Clearance Officer, U.S. Fish and Wildlife Service, 4401 N. Fairfax Drive, MS 2042-PDM, Arlington, Virginia, 22203.

General Conditions and Requirements

- 1) **Responsibility of Permittee:** ~~We shall consider~~ the permittee, by operating on the premises, to have accepted these premises with all facilities, fixtures, or improvements in their existing condition as of the date of this permit. At the end of the period specified or upon earlier termination, the permittee shall give up the premises in as good order and condition as when received except for reasonable wear, tear, or damage occurring without fault or negligence. The permittee will fully repay the Service for any and all damage directly or indirectly resulting from negligence or failure on his/her part, and/or the part of anyone of his/her associates, to use reasonable care.
- 2) **Operating Rules and Laws:** The permittee shall keep the premises in a neat and orderly condition at all times, and shall comply with all municipal, county, and State laws applicable to the operations under the permit as well as all Federal laws, rules, and regulations governing national wildlife refuges and the area described in this permit. The permittee shall comply with all instructions applicable to this permit issued by the refuge official in charge. The permittee shall take all reasonable precautions to prevent the escape of fires and to suppress fires and shall render all reasonable assistance in the suppression of refuge fires.
- 3) **Use Limitations:** The permittee's use of the described premises is limited to the purposes herein specified and does not, unless provided for in this permit, allow him/her to restrict other authorized entry onto his/her area, and allows the U.S. Fish and Wildlife Service to carry on whatever activities are necessary for: (1) protection and maintenance of the premises and adjacent lands administered by the U.S. Fish and Wildlife Service; and (2) the management of wildlife and fish using the premises and other U.S. Fish and Wildlife Service lands.
- 4) **Transfer of Privileges:** This permit is not transferable, and no privileges herein mentioned may be sublet or made available to any person or interest not mentioned in this permit. No interest hereunder may accrue through lien or be transferred to a third party without the approval of the Regional Director of the U.S. Fish and Wildlife Service and the permit shall not be used for speculative purposes.
- 5) **Compliance:** The U.S. Fish and Wildlife Service's failure to require strict compliance with any of this permit's terms, conditions, and requirements shall not constitute a waiver or be considered as a giving up of the U.S. Fish and Wildlife Service's right to thereafter enforce any of the permit's terms or conditions.
- 6) **Conditions of Permit not Fulfilled:** If the permittee fails to fulfill any of the conditions and requirements set forth herein, the U.S. Fish and Wildlife Service shall retain all money paid under this permit to be used to satisfy as much of the permittee's obligation as possible.
- 7) **Payments:** All payment shall be made on or before the due date to the local representative of the U.S. Fish and Wildlife Service by a postal money order or check made payable to the U.S. Fish and Wildlife Service.
- 8) **Termination Policy:** At the termination of this permit the permittee shall immediately give up possession to the U.S. Fish and Wildlife Service representative, reserving, however, the rights specified in paragraph 11 below. If he/she fails to do so, he/she will pay the U.S. Fish and Wildlife Service, as liquidated damages, an amount double the rate specified in this permit for the entire time possession is withheld. Upon yielding

possession, we will still allow the permittee to reenter as needed to remove his/her property as stated in paragraph 11 below. The acceptance of any fee for the liquidated damages or any other act of administration relating to the continued tenancy is not to be considered as an affirmation of the permittee's action nor shall it operate as a waiver of the U.S. Fish and Wildlife Service's right to terminate or cancel the permit for the breach of any specified condition or requirement.

9) **Revocation Policy:** The Regional Director of the U.S. Fish and Wildlife Service may revoke this permit without notice for noncompliance with the terms hereof, or for violation of general and/or specific laws or regulations governing national wildlife refuges, or for nonuse. It is at all times subject to discretionary revocation by the Director of the Service. Upon such revocation the U.S. Fish and Wildlife Service, by and through any authorized representative, may take possession of said premises for its own and sole use, and/or may enter and possess the premises as the agent of the permittee and for his/her account.

10) **Damages:** The U.S. Fish and Wildlife Service shall not be responsible for: any loss or damage to property including but not limited to crops, animals, and machinery; injury to the permittee or his/her relatives, or to the officers, agents, employees, or any other(s) who are instructed to be on the premises; the sufferance from wildlife or employees or representatives of the U.S. Fish and Wildlife Service carrying out their official responsibilities. The permittee agrees to hold the U.S. Fish and Wildlife Service harmless from any and all claims for damages or losses that may arise to be incident to the flooding of the premises resulting from any associated government river and harbor, flood control, reclamation, or Tennessee Valley Authority activity.

11) **Removal of Permittee's Property:** Upon the expiration or termination of this permit, if all rental charges and/or damage claims due to the U.S. Fish and Wildlife Service have been paid, the permittee may, within a reasonable period as stated in the permit or as determined by the U.S. Fish and Wildlife Service official in charge, but not to exceed 60 days, remove all structures, machinery, and/or equipment, etc., from the premises for which he/she is responsible. Within this period the permittee also must remove any other of his/her property including his/her acknowledged share of products or crops grown, cut, harvested, stored, or stacked on the premises. Upon failure to remove any of the above items within the aforesaid period, they shall become the property of the U.S. Fish and Wildlife Service.

Instructions for Completing Application

You may complete the application portion verbally, in person, or electronically and submit to the refuge for review. Note: Please read instructions carefully as not all information is required for each activity. Contact the specific refuge headquarters office where the activity is going to be conducted to determine applicability of a particular item. We may add special conditions or permit stipulations to permit prior to approval.

1) Identify if permit application is for new, renewal, or modification of an existing permit. Permit renewals may not need all information requested. Contact the specific refuge headquarters office where the activity is going to be conducted if you have questions regarding the applicability of a particular item.

2-6) Provide full name, organization (if applicable), address, phone, fax, and e-mail.

9) Provide known names and addresses of assistants, subcontractors or subpermittees. Names and address are only required if the assistants, subcontractors or subpermittees will be operating on the refuge without the permittee being present. Volunteers, assistants, subcontractors or subpermittees that are accompanied by the permittee need not be identified.

10) Activity type: check one of the following categories:

- Event;
- Wood cutting;
- Group visit;
- Cabin/Subsistence cabin (subsistence cabins are only allowed on Alaska Refuges);
- Educational activity; or
- Other—any other activity(s) not mentioned above. Please describe "other" activity.

11) Provide detailed information on the activity, including times, frequency, and how the activity is expected to proceed, etc. Permit renewals may not need activity description if the activity is unchanged from previous permit. Most repetitive activities, such as group visits, do not require an activity description for each visit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if we require an activity description.

12) Identify beginning and ending dates, site occupation timeline, hours, clean-up, and other major events. Permit renewals may not need an activity/site occupancy timeline, if the activity is unchanged from previous permit. Most repetitive activities, such as group visits, do not require an activity/site occupancy timeline for each visit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if we require an activity/site occupancy timeline.

13-14) Provide an estimate of the number of adults, and children and grade level of group, if applicable.

15a-15b) Identify if group activities will require onsite refuge staff and the anticipated time frame, if applicable.

16a-16b) Identify and attach a Plan of Operation, if required. Most repetitive activities, such as group visits, do not require a Plan of Operation for each visit. In addition, permit renewals may not require a Plan of Operation if the activity is essentially unchanged from the previous permit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if a Plan of Operation is required.

17) Identify specific location (GPS coordinates preferred), if not a named facility. Most repetitive activities, such as group visits, do not require a location. In addition, permit renewals may not require a location if the activity is essentially unchanged from the previous permit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if we require a location.

18a-18b) Attach a map of location, if required, and if the activity is not conducted at a named facility. Most repetitive activities, such as group visits, do not require a map. In addition, permit renewals may not require a map if the activity is essentially unchanged from the previous permit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if we require a map.

19) Provide name, type, and carrier of insurance, if required. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if we require insurance and type of insurance.

20) Specifically identify type(s) and number(s) of other licenses, certifications or permits, if required. Contact the specific refuge headquarters office where the activity is going to be conducted to determine the type(s) of licenses, certifications or permits required, and to coordinate the simultaneous application of several types of licenses, certifications or permits. We may or may not issue this Special Use Permit (SUP) while the permittee obtains other licenses, certifications, and/or permits.

21-22) Provide name(s) of any personnel required to stay overnight, if applicable.

23) Identify all equipment and materials that will be used, if required. Most repetitive events, such as group visits, do not require a list of equipment. In addition, permit renewals may not require a list of equipment if the event is essentially unchanged from the previous permit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if we require a list of equipment.

24a-24b) Provide vehicle descriptions and license plate or identification numbers of all vehicles, including boats and airplanes, if required. We only require motor vehicle descriptions for permittee vehicle, and/or if the vehicle will be operated on the refuge without the permittee being present. Motor vehicles accompanied by the permittee as part of a group (convoy) activity need not be identified if cleared in advance by the refuge supervisor. Specifically describe ship-to-shore, intersite (between islands, camps, or other sites) and onsite transportation mechanisms, and license plate or identification numbers, if required.

25) Specifically describe onsite work and/or living accommodations, if applicable.

26) Specifically describe onsite hazardous material storage, or other onsite material storage space (including on and offsite fuel caches).

27) Sign, date, and print the application. Click on the Print button to print the application (if using the fillable version). The refuge official will review and, if approved, fill out the remaining information, sign, and return a copy to you for signature and acceptance.

**This application form is not valid as a permit
but may be used as a reference document attached to the official permit.
Only official refuge personnel may assign a valid permit number and permit term
to this application form after the permit has been approved.**

CERTIFICATE OF INSURANCE

PRINT DATE: 8/17/2017

CERTIFICATE NUMBER: 20170816529080

AGENCY:

ESIX, a division of Integro USA Inc.
d/b/a Integro Insurance Brokers
2727 Paces Ferry Road, Building Two, Suite 1500
Atlanta, GA 30339
678-324-3300 (Phone), 678-324-3303 (Fax)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

NAMED INSURED:

United States Masters Swimming, Inc. Saluki Masters Swim Club
1751 Mound Street (22-SLAM-SMSC)
Suite 201
Sarasota FL 34236

INSURERS AFFORDING COVERAGE:

INSURER A: Everest National Ins. Co. NAIC #: 10120
INSURER B: Everest National Ins. Co. NAIC #: 10120

EVENT INFORMATION:

US Masters Swimming 1 Mile Open Water National Championship (8/20/2017 - 9/30/2017)

POLICY/COVERAGE INFORMATION:

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
A	GENERAL LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	SI8ML00043-161	10/1/2016 12:01 AM	10/1/2017 12:01 AM	GENERAL AGGREGATE (Applies Per Event) \$5,000,000
	<input checked="" type="checkbox"/> Participant Legal Liability				EACH OCCURRENCE \$1,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.) \$1,000,000
					MEDICAL EXPENSE (Any one person) \$5,000
					PERSONAL & ADV INJURY \$1,000,000
					PRODUCTS-COMP/OP AGG \$2,000,000
B	UMBRELLA/EXCESS LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	SI8EX00028-161	10/1/2016 12:01 AM	10/1/2017 12:01 AM	EACH OCCURRENCE \$10,000,000
					AGGREGATE \$20,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:

Evidence of insurance only.

Coverage applies only to the United States Masters Swimming (USMS) sanctioned or approved events or activities specified on this certificate, and only if the club or workout group shown as a Named Insured on this certificate is a member in good standing with USMS at the time of the event or activity.

The General Liability policy includes \$1,000,000 Each Occurrence/\$5,000,000 Aggregate Abuse & Molestation coverage.

Coverage available under policy 9906-7881 is on file with the policyholder - Accident Medical coverage \$25,000 per person per accident with no deductible, excess of any other valid and collectible insurance - Accidental Death & Dismemberment \$5,000 per person per accident. Policy effective date: October 1, 2016/Policy expiration date: October 1, 2017.

CERTIFICATE HOLDER:

Saluki Masters Swim Club - Clay Kolar
620 Sheppard Ln
Makanda IL 62958

NOTICE OF CANCELLATION:

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

AUTHORIZED REPRESENTATIVE:

Saluki Swim Club – Little Grassy Lake Swim: Waypoint Coordinates

SIUC Touch of Nature Beach 1 - ½ mile course and one-mile course

Waypoint Coordinates:

Beach Point

37.632459 -89.148071

B1 (West Line-Mid Course) (Distance: Beach Point to B1 – 51.7 yds; Bearing: 76.6⁰)

37.6325576224414 -89.1475490712832

B2 (East Line-Mid Course) (Distance: Beach Point to B2 – 106.6 yds; Bearing: 73.1⁰)

37.6327141534772 -89.1470126680346

B3 (West Line-North Point)

37.635543 -89.148903

B4 (West Line-South Point)

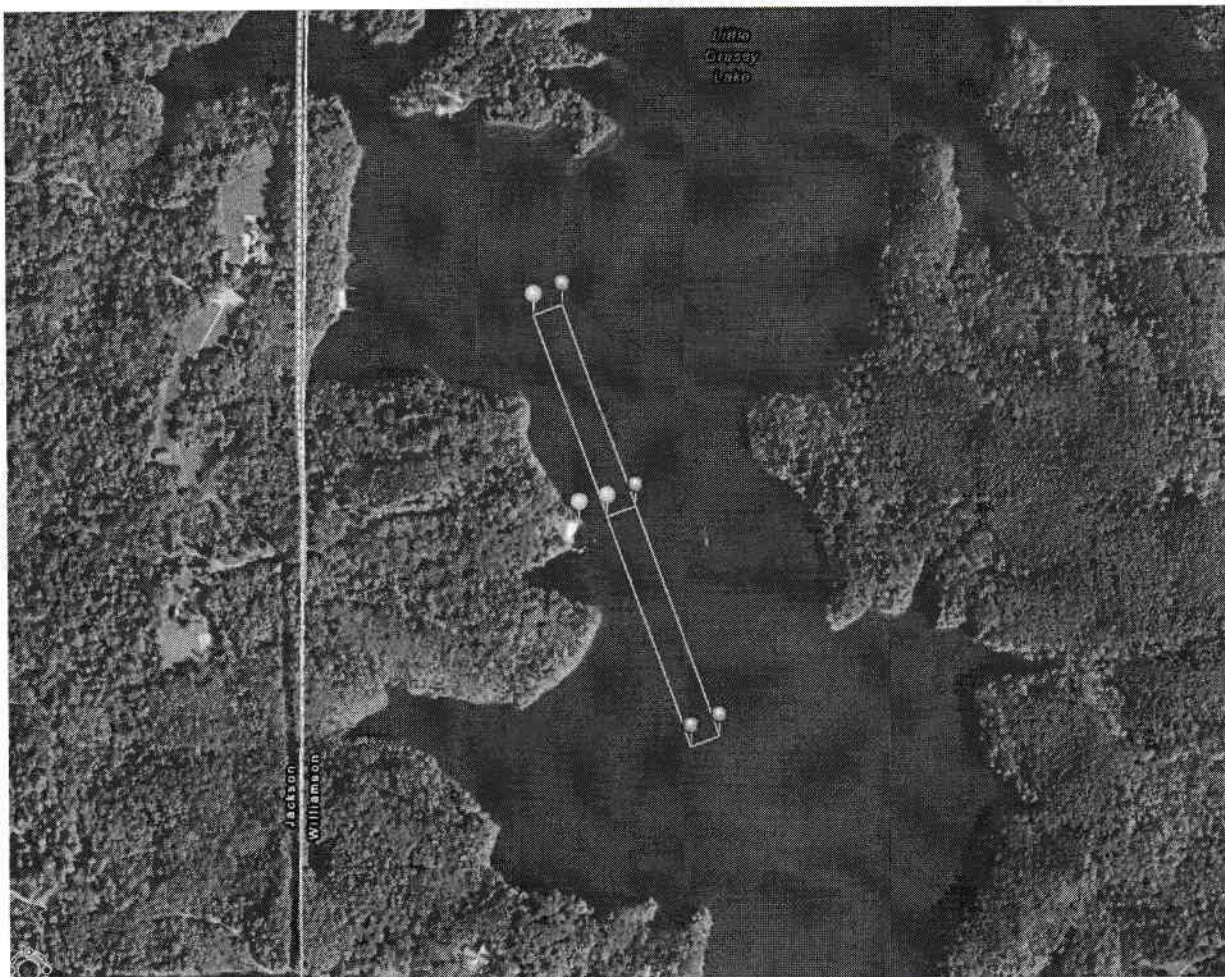
37.629144887818 -89.1460006387463

B5 (East Line-North Point)

37.6357014791651 -89.1483676910203

B6 (East Line-South Point)

37.629303915868 -89.1454637437666



COMPATIBILITY DETERMINATION

Uses: Competitive Swim Training and Racing

Refuge Name: Crab Orchard National Wildlife Refuge

Establishing and Acquisition Authorities: Public Law 80-361 and the Refuge Recreation Act

Refuge Purposes: Crab Orchard National Wildlife Refuge was established by Public Law 80-361 "... for the conservation of wildlife, and for the development of the agricultural, recreational, industrial, and related purposes ..." (61 Stat. 770, dated Aug. 5, 1947), "... suitable for -(1) incidental fish and wildlife-oriented recreational development, (2) the protection of natural resources, (3) the conservation of endangered species or threatened species..." 16 U.S.C. ' 460k-1 "... the Secretary ... may accept and use ...real...property. Such acceptance may be accomplished under the terms and conditions of restrictive covenants imposed by donors ..." 16 U.S.C. ' 460k-2 (Refuge Recreation Act (16 U.S.C. ' 460k-460k-4), as amended).

On October 19, 1976, Congress enacted Public Law 94-557 designating a portion of the refuge one of many wilderness areas of the National Wilderness Preservation System "... administered for the use and enjoyment of the American people in such a manner as will leave them unimpaired for future use and enjoyment as wilderness, and so as to provide for the protection of these areas, the preservation of their wilderness character, and for the gathering and dissemination of information regarding their use and enjoyment as wilderness ..." (Wilderness Act, Public Law 88-577, 78 Stat. 892)

National Wildlife Refuge System Mission: The mission of the National Wildlife 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.

Description of Uses:

This activity is not a priority wildlife-dependent recreational use as identified in the National Wildlife Refuge System Administration Act of 1966, as amended by the National Wildlife Refuge System Improvement Act of 1997. Swimming currently occurs within Refuge boundaries in accordance with the Refuge's recreational purpose as set forth in Public law 80-361.

The Refuge is proposing to allow competitive swim events, including both training and racing, to take place on both Crab Orchard and Little Grassy Lakes. Both of these lakes are currently open for swimming and each provides a public beach.

Competitive swim training and racing events will be governed by special use permit (SUP) to reduce any conflict with other priority wildlife-dependent recreational activities that are occurring on the Refuge.

Allowing these activities to occur on lakes within the Refuge without adversely impacting wildlife or priority recreational use will foster good community relations and meet the intent of Public Law 80-361.

Availability of Resources: There are many beaches on Little Grassy Lake, which are maintained by an assortment of youth camps operated by the Boy Scouts, Girls Scouts, Southern Illinois University and several churches. There is also a beach at the Little Grassy Campground which is currently operated under a concession contract. Swim events that would start and finish at these areas would not place any additional burden on Refuge staff or facilities. Swim events may also originate at off-refuge Touch of Nature facilities which include an access to Little Grassy Lake.

Anticipated Impacts of the Use: Short-term conflicts with other recreational user groups may occur during these activities, but would be limited and localized. Boats with motors greater than 10 horsepower may be utilized to assist swimmers in the case of an emergency. This may cause additional noise and wakes potentially disturbing fish and wildlife resources and impacting priority recreational users. This conflict can be reduced via a Special Use Permit. Special conditions in the permit will include, but not be limited to, the number of participants, traffic flow, regulating any side activities that may occur in association with the event, the time of the event, etc. This activity should not result in short or long-term impacts that adversely affect the purpose of the Refuge or the mission of the National Wildlife Refuge System.

Public Review and Comment: This compatibility determination was posted for 14 days at the Refuge and in local libraries as well as on the Refuge website. Concerns expressed during the public comment period have been addressed through the stipulations necessary to ensure compatibility as well as the conditions of the special use permit.

Determination:

☐ Use is not compatible

☒ Use is compatible with the following stipulations

Stipulations Necessary to Ensure Compatibility:

To ensure compatibility with National Wildlife Refuge System and Crab Orchard NWR goals and objectives and to minimize or exclude adverse impacts as described above, competitive swim training and racing can only occur under a number of stipulations:

1. Competitive swim training and racing will only occur on Little Grassy and Crab Orchard Lakes.
2. Organizers of competitive swim events must have valid special use permit and pay any associated fees prior to conducting the event. Special use permits will only be issued to not-for-profit organizations.
3. Event organizers will be required to carry liability insurance for the event and provide safety boats to assist swimmers.

4. In order to avoid conflicts with priority wildlife dependent recreational users, competitive swim training and racing events will not be permitted on Crab Orchard Lake during the waterfowl hunting season. Swim events will also be prohibited on any lake when fishing tournaments are scheduled. Swimmer access will be restricted within 100 feet of a boat ramp.
5. Competitive swim training and racing events will be limited to one day events with a maximum of four training events and four races per year.
6. Organizers will disclose to all participants that the event will take place on the Crab Orchard National Wildlife Refuge and general refuge regulations will be made available to all participants.

Justification:

In accordance with the mission of the National Wildlife Refuge System, Crab Orchard NWR and the 1997 Refuge Improvement Act, this use has been determined compatible provided the above stipulations are implemented. This use will promote public awareness and stewardship of the Refuge and associated natural resources. It does not materially interfere with or detract from the Service's ability to meet the mission of the National Wildlife Refuge System and administration of the use will require minor amounts of administrative time and funding.

NEPA Compliance for Refuge Use Decision (check one below)

- ☒ X Categorical Exclusion without Environmental Assessment
☐ Categorical Exclusion and Environmental assessment
☐ Environmental Assessment and Record of Decision
☐ Environmental Assessment and Finding of No Significant Impact

Categorical exclusions are classes of actions which do not individually or cumulatively have a significant effect on the human environment. Competitive swim training and racing can be categorically excluded from the EA process under Departmental Manual 516 DM5 Appendix 1.4 Categorical Exclusions General section C (3), as outlined below.

C. Permit and Regulatory Functions

(3) The issuance of special regulations for public use of Service managed land, which maintain essentially the permitted level of use and do not continue a level of use that has resulted in adverse environmental effect.

Refuge Manager: Kathla Buschett Date: 9/24/13
Regional Chief Concurrence: [Signature] Date: 01-13
Mandatory 10-or 15-year Re-evaluation Date: 2020

2023