**Wakulla Springs Alliance**

**Friday, July 31, 2020, Board Meeting Notes**

**Opening**

* Welcome and introductions by Bob Deyle
* Agenda review by Bob Deyle (see appendix A)
* Introductions (see appendix B – Participants)

**Presentation: Lake Munson Intact Cell HAB Abatement Pilot Project**– Northwest Florida Water Management District and AECOM

These are a few notes from the presentation by Bill Colona with AECOM:

* This project deals with the Mitigation and Remediation of Harmful Algal Blooms.
* Study of the efficacy of Dissolved Air Flotation, DAF, to address problems at Munson Slough.
* Ames Sink is connected to Wakulla, Indian and Sally Ward Springs.
* We want to test the design to cleanup Lake Munson with benefits to Wakulla Springs.
* Cascades Park and other efforts reduce nutrients that fuel algal blooms.
* Dissolved Air Floatation (DAF) is a liquid-solid separation process.
* There has been another pilot test at an aquaculture site.
* The modules can be moved to different sites.
* We are working with COE, DOE and universities on this project.
* There is a potential beneficial reuse of the biomass removed.
* Lake Agawam in NY had 95% reduction in phosphorus and more for other measures.
* The Weir Skimmer recovers top 2” of water.
* Biomass will go to the Tallahassee wastewater treatment facility for management with sludge. There may be a way to use this for energy production in the future.
* We will be monitoring pressure, temperature, conductivity, pH, dissolved oxygen, oxidation/reduction potential, turbidity, chlorophyll-a, phycocyanin, phosphorus, etc.
* We will also test for chlorophyll-a and nitrate at Ames Sink and Wakulla Spring.
* The dried algae can be used to manufacture foam for shoes, carpet, piping, fertilizer, fuel, etc.

Q&A

* What is the coagulant? It has not been determined but it will be specified in the DEP permit. There are several non-toxic, organic products that protect the water and the biomass.
* Will we see a visual difference? Probably not because it is a big water body. The design capacity is 700 g/m or 1m/day. It only runs during the day so it will be less. This is an opportunity of public education.
* What happens to the water that comes out of the facility? We will be testing this water to make sure it is in compliance with regulations. Pilots indicate 80-95% reductions in Phosphorous.
* How long is this study? It is 10 months so we can assess seasonal differences. It may not run on cold, cloudy days.
* Are we cleaning up Lake Munson? The goal is to test the technology, not clean up the lake, but it enters the DAF unit green and is clear coming out.
* This does not address nutrient sources, and that needs to be done. This may be a continuing project. There are budgetary concerns. Is this a large or small pilot? This is small compared to the overall flow through Lake Munson.
* What is the cost of the pilot project? $1.6m.
* The City understands that this is a pilot, grant funded contract. The City has done $78m in source reduction projects in the Munson watershed. These have reduced nutrients. There is a 93% reduction in P and 83% in N and there are more projects in the pipeline. There are legacy nutrients in the sediments of Lake Munson that are higher levels than the inflow.
* What would it take to really treat Lake Munson or Lake Okeechobee? Doing more will cost less per gallon. We will look at the costs to scale the pilot up.
* Tammy will work with Johnny Richardson to explore a remedial plan. We won’t be running a model.
* This program has value and there is a need for a variety of solutions. Work on nutrient sources is key. If we can sell the byproducts and it can pay for itself that will be great. It doesn’t deal with sediments.
* This can be a tool in the box. We will have to consider financial feasibility.

**WSA Membership Dues**

* Tom Taylor proposed dues levels. The revised plan is in appendix C.
* A motion to adopt this proposal was made by Debbie Lightsey, seconded by Howard Kessler and approved unanimously.

**Upcoming meetings and events**– Bob Deyle

* Will talk with Park Manager, Amy Conyers, about rescheduling the Ferrell tract tour
* August 28 meeting - Kathleen Coates and other NWFWMD staff will talk on the Wakulla Spring and River minimum flows and levels study.

**Springshed and river update** - Cal Jamison

* Rainfall 3” below normal for the year.
* All creeks are flowing.
* July 16 visibility was 37’ and slightly green, no tannic.
* July 23 - 26’ still green with some tannic.
* July 30 - 27’ more tannic.
* When we went out on the submerged vegetation tour the water was green and tannic when we came back.
* US 319 road widening holding ponds are holding water now.
* No visible flow at Spring Creek, may be flowing back in.

Q&A

* What is the aquifer level? Debbie’s lake is low.
* Sinks are not full in Wakulla. They usually fill up from south to north.

**“Why is the Water Dark?” brochure**– Bob Deyle

* 10,000 brochures with research results have been printed with grant funds from the Fish and Wildlife Foundation of Florida.
* VancoreJones Communications did the layout for free.
* They will be distributed at the lodge and on boat tours when they restart.

**County Comprehensive Wastewater Facilities Plan**

* The County Water Resources Committee will receive a presentation from Theresa Heiker at their meeting on August 3 on the draft Task 1 report
* Bob will post the report on the WSA website. Bob can send the zoom link for the Monday meeting to anyone interested in attending.
* When can the public provide input? The RFP and contract call for two rounds of public information meetings – the first after completion of Tasks 1-3; the second after Tasks 5-6 (Task 4 is the public information program)
* How was the 65% reduction calculated? We need to ask this on Monday or have Theresa talk about it at a WSA meeting.
* Bob will talk to Theresa about getting the drafts for the remaining tasks directly once they have been internally reviewed.

**TAPP**

* Some would like a presentation by TAPP on their projects, accomplishments and funding.
* Mark Heidecker is the contact.
* See Tappwater.org for more information.
* Mark will present at an upcoming meeting.

**Woodville Fish Farm**

* FDACS has issued the certificate of registration to the Woodville Fish farm. It is issued yearly so there will be opportunities to changes.
* The stormwater pond has been constructed.
* The revised facilities plan calls for all water to be kept onsite.

**Proposal to Amend the WSA Mission Statement** –

* Cal Jamison asked that the word “sources” be added to the statement.

The Alliance is composed of concerned citizens, scientists, educators, and other professionals who are passionate about conserving, restoring, and protecting the ecological health of the Wakulla Springs and River, including their sources, flow, water quality, biology, and cultural and recreational attributes.

* A motion to initiate the change was made by Tom Taylor, second by Doug Barr and passed unanimously.
* Formal action to amend the mission statement in the Bylaws will need to be considered at the next meeting because proposed Bylaws changes must be circulated to the board 14 days before they are voted on.

**Adjourn general meeting**

**Board business meeting**

**July 26 Board Minutes**

* Everyone reviewed the proposed minutes
* Howard Kessler moved and Doug Barr seconded a motion to accept the minutes of the July 26, 2020 Special Board Meeting.

**Financial report**.

* Jim Davis presented the report (see appendix D) and said that $100 has been sent to BBEF for dues since this report.
* Debbie Lightsey moved approval of the report, which was second by Albert Gregory and passed unanimously.

**Insurance**

* Bob presented his report on insurance options. See appendix E.
* Albert Gregory motion, seconded by Howard Kessler for general liability without auto, which also covers directors and officers. The motion passed unanimously.

**Settlement agreement with Sean McGlynn.**

* Bob contacted Sean to ask attempt to de-escalate and ask what Sean wanted. He indicated he wanted the board to approve the Phase III Final Report he had submitted.
* Bob asked Sean for a letter from his attorney spelling out the specifics and releasing the WSA of all liability.
* The letter that was just received, asks for WSA Board acceptance of the report, retraction of the WSA letter requesting contract compliance, $5000 to Sean and attorney fees ($4600).
* Bob has engaged Robert Rivas, with Executive Committee approval, to respond to the letter. Bob will talk to Rivas today.
* Bob suggests not getting the insurance until this is resolved.
* WSA board members should not engage others until we have the insurance in place.
* It is assumed that the Executive Committee has authority make decisions on this case as authorized at the July 26 special board meeting.

Appendix A

**Agenda**

**Friday, July 31, 2020**

**9 to 11 am, via Zoom**

**9:00   Opening**

·       **Welcome and introductions** - Bob Deyle

·       **Agenda review** - Bob Deyle

**9:15   Presentation: Lake Munson Intact Cell HAB Abatement Pilot Project**– Northwest Florida Water Management District and AECOM

**10:15   Ad hoc Membership Dues Committee report**- Tom Taylor

**10:30   Upcoming meetings and events**– Bob Deyle

·       **Rescheduling of Ferrell tract tour**

·       **August 28 meeting**

**10:45   What’s new?**

·       **Springshed and river update** - Cal Jamison

"**Why is the Water Dark?” brochure**– Bob Deyle

·       **Other?**

**11:00   New Business**

·       **Proposal to amend WSA Mission Statement** - Cal Jamison

**11:15   Adjourn general meeting**

**11:20   Board business meeting**

**Appendix B – Participants**

Officers

Robert E. Deyle, Chair   
Douglas E. Barr, Vice-Chair   
Gail Fishman, Secretary   
Jim Davis, Treasurer

Directors

Albert Gregory   
Cal Jamison   
Howard Kessler   
Debbie Lightsey   
Terry Ryan   
Lindsay Stevens   
Jim A. Stevenson   
Tom Taylor

Guests

Paul Thorpe

Tammy Karst-Riddoch

Bill Colona

John Crowe

Carlos Herd

Mark Heidecker

Stephen Hodges

Johnny Richardson

Andreas Hagberg

David Douglas

Michael Hill

Jovie Moser

Grant Gelhardt

Sophie Wacongne-Speer

Kathleen Coates

Mary Beth Litrico

Matt Phillips

Henry D.

Appendix C

WAKULLA SPRINGS ALLIANCE

MEMBERSHIP SUMMARY REPORT

WAKULLA SPRINGS ALLIANCE (WSA) is an advocacy non-profit organization devoted to the protection of Wakulla Springs and the springshed. It has been in existence for eight years and many of its significant [accomplishments are highlighted on its website](http://wakullaspringsalliance.org/accomplishments/). (The Friends of Wakulla Springs is a Citizens Support Organization for the State Park.) This is the WSA mission:

The Alliance is composed of concerned citizens, scientists, educators, and other

professionals who are passionate about conserving, restoring, and protecting the ecological health of the Wakulla Springs and River, including their sources, flow, water quality, biology, and cultural and recreational attributes.

The WSA has been supported by donations from Jim Stevenson’s Saving Wakulla Springs Overland Tours provided through [Palmetto Expeditions](https://www.palmettoexpeditions.com/index.php?page=shop.product_details&flypage=flypage.tpl&product_id=218&category_id=49&option=com_virtuemart&Itemid=105). There have been $460.28 in donations through the WSA website. To continue and expand efforts the WSA proposes creation of the membership levels outlined below.

MEMBERSHIP LEVALS - YEARLY, January 1 to December 31

STUDENT or SENIOR MEMBER (55+) - $15/year

INDIVIDUAL MEMBER - $25/year –

FAMILY - $40/Year (only one vote)

SUPPORTING MEMBER - $100-499/year

BENEFACTOR - $500+/year

LIFE MEMBER - $2,000

Agency representatives and others who do not want to pay dues may continue to attend meetings and receive periodic emails but cannot vote at annual WSA meetings.

Appendix D

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| --- | --- |
| **WAKULLA SPRINGS ALLIANCE** |  |
| **FINANCIAL REPORT** |  |
| **FOR THE SIX MONTH ENDED JUNE 30, 2020** |  |
|  |  |
| **INCOME** |  |
| Donations | $743.60 |
|  |  |
| **EXPENSES** |  |
| Florida Corporate Annual Report | 61.25 |
|  | 61.25 |
|  |  |
| **SURPLUS/(DEFICIT)** | 682.35 |
|  |  |
| **BANK BALANCE - 12/31/2019** | 2,545.95 |
| **PAYPAL BALANCE - 12/31/2019** | 266.68 |
| **TOTAL - 12/31/2019** | 2,812.63 |
|  |  |
| **BANK BALANCE - 6/30/2020** | 3,034.70 |
| **PAYPAL BALANCE - 6/30/2020** | 460.28 |
| **TOTAL - 6/30/2020** | **$ 3,494.98** |

Appendix E

WSA Insurance Options

I have secured two single quotes through Earl Bacon Agency, one each for Directors and Officers (D&O) insurance and one for General Liability insurance. The other agencies I contacted either did not respond to my query (HUB International/Roger Gunter Vaughn; R V Nuccio & Assoc); came up empty because carriers declined to cover us and/or came up with the same carrier that Earl Bacon identified (Johnson Group (HUB International) Gainesville, McKee); or dropped the ball repeatedly (Brown & Brown).

The two quotes I have are as follows:

* **D&O insurance with Carolina Casualty**: $1,000,000 combined aggregate or separate aggregate limits of liability with an annual premium of $1,089 or $1,159
* **General Liability insurance with Philadelphia Indemnity**: $2,000,000 general aggregate limit (and a schedule of other coverage limits – see below) with two options:
  + General liability with automobile use coverage: $1,507
  + General liability without automobile use coverage: $784

The choice between these coverages is quite clear. While they both cover alleged defamation, they are otherwise very different coverages.

The Carolina Casualty D&O policy covers any actual or alleged “Wrongful Act” by individual officers or the Board as well as any “Wrongful Employment Act.” “Wrongful Acts” include alleged or actual defamation. The employment liability coverage would apply if we engaged an intern as a volunteer or paid employee. This seems unlikely to me, but the employment liability cannot be severed from the policy.

The Philadelphia Indemnity general liability policy can include both commercial general liability coverage and commercial auto coverage. The general liability provisions cover claims for bodily injury or property damage that occur on premises owned, rented, or occupied by the Alliance as well as during special events such as field trips. It also covers “personal and advertising injury” including alleged libel or slander. The commercial auto provisions cover damages because of bodily injury or property damage caused by an accident involving a hired or non-owned auto, but only to the extent not covered by “other collectible insurance.” The insurance agent says this would cover employees/volunteers using their personal autos in connection to meetings or gatherings put together by the Wakulla Springs Alliance.

Insurance agents promote both for private non-profits, but the environmental nonprofits with whom I conferred carry only one or the other. Two of them only carry D&O insurance: Sustainable Tallahassee and Florida Springs Institute. A third, Apalachee Audubon, only carries General Liability.

I think that General Liability without auto is more appropriate given the nature of our organization. We are unlikely to have any employees that would necessitate the employment practices liability coverage that is included in the Carolina Casualty D&O policy at a minimum annual premium of $1,089. The potential for General Liability bodily injury or property damage claims in the course of Alliance activities, including events such as field trips, seems more plausible, but I don’t think the auto coverage is essential. The Philadelphia Indemnity General Liability policy without auto has an annual premium of $784.

I have posted copies of the policy specimens in a [Google Drive folder](https://drive.google.com/drive/folders/19yJ_UN4pSg5EGuXBQP2XonfpVXl7u9_D?usp=sharing) for anyone who wants to examine the details.

Carolina Casualty Directors and Officers Insurance

* Comprises two coverages:
  + Directors, Officers, and Organization Liability
  + Employment Practices Liability
* Some D&O policies have a third coverage for Fiduciary Liability, but not this policy
* Limits of liability and premiums
  + Combined aggregate limit of liability of $1,000,000; annual premium = $1,089
  + Separate aggregate limits of liability of $1,000,000 each for the two coverages; annual premium = $1,179
* **Directors, Officers, and Organization Liability**
  + Explicitly covers both the individual directors and officers (**Insured Persons**)[[1]](#endnote-1) and the organization (Insured Entity)[[2]](#endnote-2),[[3]](#endnote-3) for any actual or alleged **Wrongful Act** committed subsequent to the effective date of the policy (Prior Acts Date)
  + **Insured persons** include any past, present or future duly elected or appointed directors, trustees, officers, employees (including part time, seasonal and temporary individuals), volunteers, or committee or staff members of the Insured Entity. An independent contractor is not an Insured Person under this coverage section.
  + **Wrongful Acts** include “any actual or alleged breach of duty, neglect, error, misstatement, misleading statement, omission or act, including **Personal Injury** . . .” by any Insured Person or the Insured Entity
  + **Personal Injury** means any actual or alleged defamation, invasion of privacy, wrongful entry, eviction, false arrest, false imprisonment, malicious prosecution, infringement of copyright or trademark, unauthorized use of title, plagiarism, or misappropriation of ideas.
* **Employment Practices Liability** - not severable; might apply if we engaged an intern as a volunteer or in a paid position
  + Covers individual directors and officers and the organization for any actual or alleged **Wrongful Employment Act** made against the Insureds during the Policy Period.[[4]](#endnote-4)
  + **Wrongful Employment Act** means any of the following actual or alleged actions by an **Insured**:
    - wrongful dismissal, discharge or termination of employment (either actual or constructive), including breach of an implied agreement to employ;
    - harassment;
    - harassment on the basis of race, color, religion, age, gender, disability, pregnancy, national origin, sexual orientation, gender identity or expression, or marital status (including but not limited to: Workplace Bullying);
    - discrimination (including, but not limited to, discrimination based upon age, gender, gender identity or expression, race, color, national origin, religion, sexual orientation or preference, genetic information, pregnancy, marital status, military status or disability or any other basis prohibited by law);
    - retaliation;
    - employment-related misrepresentation;
    - employment-related libel, slander, humiliation or defamation or invasion of privacy;
    - false arrest or false imprisonment;
    - wrongful failure to employ or promote;
    - wrongful deprivation of career opportunity, wrongful demotion or negligent evaluation, including the giving of negative or defamatory statements in connection with an employee reference;
    - wrongful discipline;
    - failure to grant tenure; or
    - negligent hiring, retention, training or supervision, infliction of emotional distress or mental anguish, failure to provide or enforce adequate or consistent employment-related corporate policies and procedures, or violation of an individual’s civil rights;
  + **Insured** means any **Insured Person** or any **Insured Entity**
* NO Fiduciary Liability coverage – Covers board members and officers if they are named in a lawsuit alleging fraud or financial mismanagement. Creditors may pursue a board member if their investment decisions cause their nonprofit to fail to meet its financial obligations.[[5]](#endnote-5)

Philadelphia Indemnity General Liability Insurance

* Comprises two coverages:
  + Commercial General Liability
  + Commercial Auto
* Limits of liability and premiums [minus $6 if decline terrorism coverage]
  + Commercial General Liability plus Commercial Auto annual premium = $1,507
    - $2,000,000 general aggregate limit (other than products – completed operations)
    - $2,000,000 products/completed operations
    - $1,000,000 personal and advertising injury (any one person or organization)
    - $1,000,000 each occurrence
    - $100,000 rented to you (any one premises)
    - $20,000 medical expense (any one person) (extended from $5,000 per Specimen, p. 83)
    - $1,000,000 for hired car and non-owned car (Specimen, p. 19)
  + Commercial General Liability without Commercial Auto; liability limits as above except for hired car and non-owned car; annual premium = $784
* **General Liability**
  + **Insureds** include organization as well as executive officers and directors (Specimen, p. 59) and “volunteer workers” (Specimen, pp. 60; 66)
  + Provides protection should a **bodily injury[[6]](#endnote-6)** or **property damage**[[7]](#endnote-7) claim be brought against the organization by a third party and the organization is found negligent including property owned, rented, or occupied[[8]](#endnote-8) (Specimen, pp. 51; 80-81)
  + Covers **personal and advertising injury** (Specimen, p. 56) including “Oral or written publication, in any manner, of material that slanders or libels a person or organization” (Specimen, p. 65)
  + Covers **medical expenses** as described below for **bodily injury** caused by an accident on premises you own or rent;
  + Covers incidents that occur when renting or occupying space owned by third parties (Specimen, p. 93)
  + **Special Events Endorsement** covers “bodily injury,” “property damage,” and “personal and advertising injury” at “special events” excluding some such as fireworks, carnivals, rodeos (Specimen, p. 93)
  + **Deluxe Endorsement** extends to coverage for various elements of bodily and property damage as well as many situations that are not applicable to WSA (e.g. athletic activities, key and lock replacement, etc.), but not severable (Specimen, p. 79)
  + **Bell Endorsement** provides other coverages and limits (Specimen, pp. 33-40), e.g. business travel accident benefit, conference cancellation, identity theft, political unrest . . .
  + **Crisis Management Enhancement Endorsement** covers expenses incurred because of an “incident” (an accident or other event, including the accidental discharge of pollutants, resulting in death or serious bodily injury to three or more persons) giving rise to a “crisis” to which this insurance applies.
* **Commercial Auto**
  + Covers damages because of "bodily injury" or "property damage" caused by an "accident" and resulting from the ownership, maintenance or use of a covered auto (Specimen, p. 95)
  + According to Earl Bacon agent, Christian Doll, this **hired**[[9]](#endnote-9) and **non-owned[[10]](#endnote-10)** auto coverage covers employees/volunteers using their personal autos in connection to meetings or gatherings put together by the Wakulla Springs Alliance
  + For any covered auto we don't own, the insurance provided by this coverage is excess over any other collectible insurance. (Specimen, p. 102)

1. This Policy shall pay on behalf of the Insureds all Costs of Defense and/or Damages up to the Limit of Liability applicable to this coverage section arising from any Claim first made against the Insureds during the Policy Period and reported to the Insurer in accordance with section VII. of the Common Policy Terms and Conditions Section of this Policy, for any actual or alleged Wrongful Act committed subsequent to the Prior Acts Date; except and to the extent that the Insured Entity has indemnified the Insured Persons. [↑](#endnote-ref-1)
2. This Policy shall pay on behalf of the Insured Entity all Costs of Defense and/or Damages up to the Limit of Liability applicable to this coverage section arising from any Claim that is first made against the Insured Persons during the Policy Period and reported to the Insurer in accordance with section VII. of the Common Policy Terms and Conditions Section of this Policy, for any actual or alleged Wrongful Act committed subsequent to the Prior Acts Date; but only to the extent that the Insured Entity has indemnified the Insured Persons for such Costs of Defense and/or Damages as permitted by law. [↑](#endnote-ref-2)
3. This Policy shall pay on behalf of the Insured Entity all Costs of Defense and/or Damages up to the Limit of Liability applicable to this coverage section arising from any Claim that is first made against the Insured Entity during the Policy Period and reported to the Insurer in accordance with section VII. of the Common Policy Terms and Conditions Section of this Policy, for any actual or alleged Wrongful Act committed subsequent to the Prior Acts Date. [↑](#endnote-ref-3)
4. This Policy shall pay on behalf of the Insureds all Costs of Defense and/or Damages up to the Limit of Liability applicable to this coverage section arising from any Employment Claim first made against the Insureds during the Policy Period and reported to the Insurer in accordance with section VII. of the Common Policy Terms and Conditions Section of this Policy, for any actual or alleged Wrongful Employment Act committed subsequent to the Prior Acts Date. [↑](#endnote-ref-4)
5. Source: [https://www.gilbertsrisksolutions.com/7-types-insurance-nonprofit-organization-needs/#:~:text=General%20liability%20insurance%20covers%20bodily,%2C%20libel%2C%20or%20copyright%20infringement](https://www.gilbertsrisksolutions.com/7-types-insurance-nonprofit-organization-needs/#:~:text=General%20liability%20insurance%20covers%20bodily,%2C%20libel%2C%20or%20copyright%20infringement.) [↑](#endnote-ref-5)
6. Bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. (Specimen, p. 63) [↑](#endnote-ref-6)
7. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it. (Specimen, p. 65) [↑](#endnote-ref-7)
8. Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another’s property, unless the damage to property is caused by your client, up to a $30,000 limit. A client is defined as a person under your direct care and supervision. [↑](#endnote-ref-8)
9. “autos" you lease, hire, rent or borrow (Specimen, p. 94) [↑](#endnote-ref-9)
10. Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs. (Specimen, p. 94) [↑](#endnote-ref-10)