

IN THE CIRCUIT COURT OF THE
EIGHTH JUDICIAL CIRCUIT, IN AND
FOR ALACHUA COUNTY, FLORIDA
CASE NO.: 2012-CA-1346
DIVISION: J

GAINESVILLE CITIZENS CARE, INC.,

Plaintiff,

vs.

CITY OF GAINESVILLE, d/b/a

GAINESVILLE REGIONAL UTILITIES,

Defendant,

and

GAINESVILLE RENEWABLE ENERGY

CENTER, LLC,

Intervenor.

DEPOSITION OF: JO LEE R. BEATY
DATE: Monday, November 5, 2012
TIME: 11:05 a.m. - 1:45 p.m.
PLACE: VanLandingham & Durscher
408 W. University Avenue, #505
Gainesville, Florida
REPORTED BY: Rhonda D. Mashburn
Court Reporter/Notary Public

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1 APPEARANCES:

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14 INDEX

15 WITNESS: DIRECT CROSS REDIRECT RECROSS

16 JO LEE R. BEATY
17 By Ms. Waratuke 3 94
18 By Mr. Dee 88 95

20 EXHIBITS

21 Defendant's for ID: Page

22 Exhibit 1 - First Amended Complaint 42
Exhibit 2 - 5/12/08 Meeting Minutes 45
23 Exhibit 3 - Answers to Interrogatories 65
Exhibit 4 - 9/26/08 Memorandum 76

24 CERTIFICATE OF OATH 97
25 CERTIFICATE OF REPORTER 98

1 COURT REPORTER: Would you raise your right hand,
2 please? Do you solemnly swear that the testimony you
3 will give in this case will be the truth, the whole
4 truth, and nothing but the truth, so help you God?

5 THE WITNESS: I do.

6 THEREUPON,

7 JO LEE R. BEATY

8 was called as a witness and, having been first duly
9 sworn, was examined and testified as follows:

10 DIRECT EXAMINATION

11 BY MS. WARATUKE:

12 Q. Ma'am, could you state your full name for the
13 record?

14 A. Jo Lee, two names, R. Beaty, B-e-a-t-y.

15 Q. And what is your address?

16 A. 3212 Northwest 36th Street, Gainesville, 32605.

17 Q. Have you ever given a deposition before?

18 A. No.

19 Q. Okay.

20 A. I kind of feel like I did vicariously just now.

21 Q. Okay. I'm just going to remind you of a couple
22 of things. I know if you've never done something
23 before, you're generally nervous when you start. But
24 this is just a simple back and forth, give and take.
25 I'm here to ask you questions. If you don't remember

1 something, let me know. If you're confused by my
2 question, because sometimes I'm not very artful, let me
3 know and I'll clarify it.

4 A very important thing is that we not talk over
5 each other, although I know a lot of times you know
6 where I'm going with the question, but if you could just
7 wait until I finish. And also very important, if
8 whenever you're answering it, if you could answer
9 audibly if it's a yes or a no, so that she can get that
10 done. Okay?

11 A. All right. Thank you.

12 Q. Okay. What is your occupation?

13 A. I'd say jack of all trades and master of none.
14 I manage -- we have some property that I manage.

15 Q. Some rental properties?

16 A. Rental properties here in Gainesville that I
17 manage. And I do some administrative assistant work for
18 my husband sometimes, who's a psychologist.

19 Q. Okay. So you might work in his office as far as
20 like paperwork?

21 A. No. It's all out of home.

22 Q. Okay. What types of things -- you mentioned
23 you're kind of a master of none, but a --

24 A. Jack of all trades.

25 Q. What type of things have you done over the course

1 of your working career?

2 A. Well, do you want to go -- how far back do you
3 want to go?

4 Q. Just give me an idea of who you are and what
5 you've done.

6 A. Oh, okay. Well, since I was married, I went to
7 school, graduate school. I worked for a builder selling
8 homes. I've had a real estate license, but I never
9 really used that. I was just thinking of something.
10 Oh, I substitute taught for a while before my children
11 were born. I've been a park commissioner -- I was an
12 elected park commissioner in Illinois.

13 Q. Like parks and recreation type commissioner?

14 A. Yeah.

15 Q. That would have been a nice job.

16 A. It was no pay. I mean, most of what I do is not
17 for -- I've never really drawn a real paycheck, you
18 know. Yeah, we should get a park system like they have
19 in Illinois. That also was no pay. What else have I
20 done? I do a lot of -- I like do a lot of community,
21 you know, volunteer activities. My major in college was
22 human development and education.

23 Q. Whenever you were a substitute teacher, what
24 type of classes did you teach?

25 A. I was certified Special Ed K through 12,

1 general elementary K through 8, Special Ed learning
2 disabilities, MR. There's one other, which is escaping
3 me now.

4 Q. Now, I know you said your degree was in human
5 development. Did I hear in there that you also got a
6 Master's?

7 A. I was working -- I never went to take my comps at
8 the end. I finished all the coursework for the Master's
9 and had done everything but the comps. I started having
10 my family and each year I thought I'd go back and do the
11 comps, and it never happened and life took me in other
12 directions.

13 My husband is a psychologist and shortly after
14 we -- oh, when we moved here I worked for the Child
15 Abuse Prevention Project for a year. I was the
16 coordinator for Alachua County for that year. After
17 that, I think I got drafted and I was working in my
18 husband's office. I did run the office. When we
19 started what we call the education center, I coordinated
20 the educational component of the services that we
21 offered to clients -- to his clients.

22 I wound up running for ten years a -- I forgot
23 all of this -- an academic school for kids that were
24 coming to the Ocala horse shows five weeks a year, kind
25 of like the theatre kids have a place to go. I created

1 and ran that school for ten years for these equestrians
2 to come from all over the country to be in the sun
3 February to March.

4 Q. Do you serve on any other boards or committees
5 other than the Gainesville Citizens Care group?

6 A. I'm currently on the Board of Hadassah, the
7 Gainesville chapter of Hadassah. The last three years
8 -- I'm now currently the immediate past president. The
9 three previous years I was the president. I've served
10 on a multitude of boards over, you know, my lifetime.

11 Q. Okay. So your relationship with the plaintiff in
12 this case, Gainesville Citizens Care, is what?

13 A. I'm a director.

14 Q. Okay. And who are the other directors?

15 A. Well, it's just me and Jack right now.

16 Originally this was formed with Michael Canney, me, and
17 Jack.

18 Q. And by Jack, you're referring to Mr. Price?

19 A. Mr. Price.

20 Q. Who was just here. Because I know he said his
21 friends call him Jack.

22 A. Right.

23 Q. So whenever you're referring to Jack Price,
24 you're referring to the person we took the deposition
25 of?

1 A. Correct.

2 Q. Okay. So have you been involved with Gainesville
3 Citizens Care since its inception?

4 A. Yes. I was one of the creators of it, maybe
5 even, as he said, the spark plug that got it going.

6 Q. Okay. And when was it created?

7 A. It was officially created the beginning of
8 February of 2011.

9 Q. Did it kind of exist as an unofficial
10 organization prior to that time?

11 A. No, I wouldn't say so, no. No, I wouldn't say
12 so. I mean, I was active, you know, on the -- this is
13 actually our first issue. But I was active, you know,
14 in this issue prior to the creation of it.

15 Q. And by this issue, you mean --

16 A. The Gainesville biomass issue.

17 Q. Okay. So who was on -- you mentioned that
18 Michael Canney had been on the Board of Directors
19 before?

20 A. Uh-huh.

21 Q. When was he on the Board of Directors?

22 A. From its inception up until sometime -- I'd have
23 to go back and look -- sometime in March of this year.

24 Q. And why did he leave the Board of Directors?

25 A. He left -- you know, when we were contemplating

1 filing suit, at that point he resigned. And also he
2 hadn't been -- from about last July -- July of '11 until
3 then, he really hadn't been very involved. Other
4 things, he was ill and he was away and he didn't really
5 have time. But he resigned when we were contemplating
6 filing suit.

7 Q. Why did he say he was resigning once you decided
8 to file suit?

9 A. I don't recall. I've got a letter.

10 Q. So he did a formal letter of resignation?

11 A. I got a letter of resignation from him.

12 Q. And did he state in there why it was he was
13 resigning?

14 A. I honestly don't remember. At that time I had a
15 board meeting with Mr. Price by telephone to accept the
16 resignation letter. Michael and I did most of our
17 communication via e-mail and Mr. Price doesn't do e-mail
18 or Fax, so it was kind of hard to coordinate. So we had
19 a telephone meeting to accept his designation.

20 Q. Did he resign then prior to the decision -- prior
21 to the decision to file suit?

22 A. Yes.

23 Q. Okay. So when the decision was made to file
24 suit, was there a board meeting held to decide whether
25 to file suit?

1 A. A telephone board meeting, me and Mr. Price.

2 There were only three directors. Now there are two.

3 We haven't replaced Mr. Canney yet.

4 Q. Was there a point in time when Mr. McEachern was
5 on the Board of Directors?

6 A. There was less than a 24-hour period, and we were
7 trying to expand the board. Mr. McEachern was accepted
8 as a director. When other people who had been
9 interested in working on the biomass issue heard that,
10 some people got real bent out of shape, why was Mr.
11 McEachern asked and why wasn't he.

12 And so I think it was within 24 hours we got a
13 letter of resignation from Mr. McEachern, and he's not
14 been on the board except for that -- probably less than
15 24-hour period.

16 Q. Did he tell you why he was resigning from the
17 board?

18 A. Because of the problem it caused with other
19 people.

20 Q. Other people wanting to be on the board?

21 A. Yeah, and didn't see any need.

22 Q. What about Ray Washington, has he ever been on
23 the board?

24 A. No. Ray Washington was for a period of time our
25 attorney -- was officially, you know, our attorney.

1 Q. When was he the attorney for Gainesville Citizens
2 Care?

3 A. I think probably April of 2011. I think we got a
4 letter of him withdrawing officially as our attorney in
5 November, it might be October, when he decided to run
6 for office, I think. Somewhere in there, October or
7 November last year.

8 Q. When he ran for City Commission --

9 A. Right.

10 Q. (Continuing) -- was when he resigned as your
11 attorney?

12 A. Before he made that decision, I think, when he
13 was contemplating it.

14 Q. Did he make some kind of announcement in his
15 candidacy that he was no longer the attorney for
16 Gainesville Care?

17 A. I have no idea. I don't remember that.

18 Q. Okay.

19 A. He is no longer officially our attorney.

20 Q. Okay. Was he ever a registered agent for the
21 organization?

22 A. Yes, he is.

23 Q. He still is?

24 A. Well, only because I've been having trouble with
25 the state sending me the papers, I went to go online.

1 He's asked to -- didn't want to be the registered
2 agent. Now that we have a Post Office Box and stuff
3 like that, he didn't need to be the registered agent.
4 So officially at this date, he still shows as the
5 registered agent.

6 Q. But does he attend the board meetings?

7 A. No.

8 Q. Is he like -- he's not a voting member of the
9 board?

10 A. No.

11 Q. So right now you only have two voting members of
12 the board?

13 A. Correct.

14 Q. And I don't know how it works. Is it equal power
15 on both of your -- like 50/50?

16 A. Well, so far there hasn't been a problem and we
17 haven't had time. You know, I want to get more members
18 on the board, and there's actually one. And because of,
19 you know, being in the middle of all of this, it's like
20 we just haven't formally put anybody else on the board.

21 Q. Are there bylaws to the organization or like
22 rules?

23 A. Just kind of like minor sketchy ones. We were
24 going to be flushing them out more because we were
25 having trouble. We're so busy trying to deal with this

1 and do that, that membership was never defined. So
2 there really are no members -- general membership.

3 Q. Okay. I was going to say, do you have a
4 membership list or anything?

5 A. There are no general members. What we've been
6 doing, if you looked at our documents, you know, we were
7 formed to really educate the people of Gainesville on
8 issues of interest. This is the first issue. We had
9 anticipated that this would go a little differently
10 than it has and that we would be able to also do other
11 issues, including like the Koppers and things where
12 people don't know.

13 So we've been, you know, just working on
14 educating, and to some degree we've been successful. So
15 we see other people who are active and involved in the
16 issue, but they're all independent agents. You know, we
17 disseminate information. We may share information with
18 them.

19 Q. Do you have like an e-mail list that you blast
20 communications out to like --

21 A. We've been accumulating an e-mail list. Some of
22 those people I know were not supporters. And we don't
23 do -- you know, periodically we send to some of them,
24 not all, because then you get all of your stuff blocked
25 and returned.

1 Q. How was the organization funded? I mean, does it
2 have a treasurer or a bank account?

3 A. Well, Mr. Price and I are signatures on the bank
4 account.

5 Q. So it does have a bank account?

6 A. Uh-huh.

7 Q. How is it funded? I mean, do you accept -- I
8 mean, is it funded --

9 A. If you want to give us a check, we'd be happy to
10 deposit it.

11 Q. Is it basically from contributions from people?

12 A. Yes.

13 Q. Is there any other source of funding other than
14 contributions from people who want to support the cause?

15 A. No. I would say if you want to support the
16 cause, I'll take checks today, if you'd like.

17 Q. Okay. Now, you had said that the decision to
18 file the lawsuit, as you recall, was in April of this
19 year, 2012?

20 A. Right.

21 Q. Okay. Was there any kind of triggering event
22 that led to the filing of the lawsuit at that particular
23 time? I mean, was there something that happened that
24 someone said, "Oh, we need to go ahead and file it now"?

25 A. Well, yeah. Obviously all of our other efforts

1 to prevent having to go to this effort and to get the
2 City Commission to even hear us, talk to us, failed. I
3 mean, at some point you realize you're beating your head
4 against the wall, nothing is going to happen. We were
5 trying to work within the system.

6 We have been to almost every City Commission
7 meeting since April 21st, 2011, I think, save maybe two
8 or three. We exhausted everything we could do. We
9 certainly didn't want to sue the city. We didn't want
10 to actually sue them ourselves. It does nothing except
11 for enrich some attorneys and doesn't help the city.

12 So we finally reached a point where it just
13 became obvious that -- you know, we knew that they had
14 violated the sunshine law early on and tried to get them
15 to talk to us, to let us make a presentation to discuss
16 this, to reassess, you know, the decision they made at
17 a time -- a point in time when it would have cost the
18 city very little and saved citizens a lot.

19 We passed that point and just said, "Okay, it's
20 time to do something."

21 Q. Okay. You had said, you know, that what
22 triggered the filing of the lawsuit was that all of
23 your other efforts had failed. I mean, what were your
24 efforts directed towards? I mean, what was your goal?
25 I mean, what did you want?

1 A. What did we want?

2 Q. Right.

3 A. We wanted the City Commission to look at the
4 decision that they had made while they still could get
5 out for what we knew, per statements that were made by
6 GRU staff, and that should have been one to two million
7 dollars, which would have been pretty inexpensive at
8 that point to get out.

9 We wanted to have an open dialog. We wanted to
10 have them have an open meeting and really reevaluate
11 the decision that was made. You know, one of my first
12 citizens comments were you made this decision in 2008.
13 A lot has changed since that point in time. You know,
14 the finances for everybody, you know, is different.
15 This is a whole different economy.

16 You know, please let's have some, you know, open
17 evaluation and, you know, it's time you reassess this
18 one. And for many of the meetings, they just sat there,
19 you know, "Thank you for your comment." And we asked
20 to -- we submitted 400 petitions -- we had a petition
21 drive. We submitted over 400 petitions asking them to
22 reconsider. That was just ignored.

23 We formally asked them to allow us time on the
24 agenda so we could make a presentation of our concerns.
25 That, we were told, couldn't happen. Well, other

1 organizations have put on -- you know, had similar
2 requests fulfilled. Mr. Washington had informed them in
3 May of '11 that there was a violation of the sunshine
4 law.

5 Q. I'm sorry. He told them when?

6 A. May of '11. Yeah, May of '11. I think it was --
7 I want to say it's the May 5th meeting, but that date
8 may not be exact.

9 Q. And so you're saying that Ray told them then that
10 there had been a sunshine law violation?

11 A. Uh-huh, and that they could cure it. You know,
12 if they wanted to cure it, they just needed to have a
13 meeting and hold a vote and reaffirm their decision.

14 There were some times that Mr. Washington spoke
15 as our attorney and there was some times he spoke as Ray
16 Washington, citizen of Gainesville, and he was very
17 clear before he did that whether he was speaking as our
18 attorney. And I don't recall that day --

19 Q. Whether he was your attorney or not?

20 A. How he was speaking. I'd have to refresh my
21 memory on that.

22 Q. Okay.

23 A. So he had done everything. Then we come to July
24 when they turned us down.

25 Q. July 2011?

1 A. Well, early in July of 2011. Early July, late
2 June is when we requested time on the agenda. We were
3 turned down. I was out of town for the first meeting in
4 July. I think when I returned to town, we decided that
5 it was time to go and meet with the commissioners, as
6 Mr. Price told you.

7 Q. So that, to the best of your recollection, was in
8 the summer of 2011 you met with the commissioners?

9 A. Yeah. And interestingly, I think it was in mid
10 July that we asked for the meetings. They couldn't
11 schedule them for several weeks, until August they
12 started scheduling them.

13 And in August, over -- I think it was a three-
14 day period, we met with all of the then sitting
15 commissioners except for Mr. Chase. He was unable to
16 meet with us. I think he had his vacation or something
17 and the times never gelled. I eventually did speak to
18 Mr. Chase subsequent. After all the other meetings were
19 over, I did have a meeting with Mr. Chase.

20 Our thinking in asking for these meetings was
21 maybe that just sitting around the table one on one, we
22 could engage in some dialog so that we could try again,
23 without this two-minute citizens comment limit -- two to
24 three minutes -- that we could engage them that they
25 could understand some of our really grave concerns about

1 the financial situation that they were putting us in.

2 Oh, I know what was the real trigger, where we
3 really started, was we kept trying to get them to do
4 something before the Notice to Proceed, because in
5 meetings we were told that, you know -- Mr. Regan made
6 statements that, you know, up until the time the Notice
7 to Proceed happens, that you don't have very much at
8 stake, maybe one, two million dollars. So we were
9 really feeling that we were racing against the clock in
10 trying to get the commission to listen to us and take
11 this seriously.

12 Somewhere during last summer -- and I don't
13 remember the exact time -- there was incidentally a
14 gentleman named Joe Wills, who was on the Gainesville
15 Energy Advisory Committee, which is supposed to be an
16 independent advisory board, not controlled by GRU or
17 the city, and it's supposed to be a link between -- by
18 ordinance, a link between the citizens and the utility
19 in sharing concerns, and it could go both ways.

20 And evidently Mr. Joe Wills had some
21 communications and he was suggesting that they hold a
22 community forum and talk about these things. He
23 evidently was -- I think he used the word slapped down
24 by -- I think it was John Stanton, who told them that,
25 you know, this was a good deal and there was no need for

1 community input, and if there was going to be anything,
2 GRU would decide.

3 And then that's when Mr. Hawkins -- eventually
4 there were some e-mails back and forth and Mr. Hawkins
5 wanted to know about the -- he got a copy of one of the
6 e-mails and he wanted to know what triggered Mr.
7 Stanton's, you know, response. And he was shown it and
8 Mr. Hawkins' response was, "Oh, now I get it. You know,
9 there are just a few disgruntled people and I think the
10 best thing to do is politely ignore them."

11 Anyway, so we then scheduled meetings for GC
12 Care and the individual commissioners as they could be
13 scheduled in August and we tried to meet with them. And
14 what we had done, we had taken a -- Mr. Washington came
15 as our attorney -- well, not really as our -- he was our
16 attorney then. He came, we pointed out what we were
17 going to do.

18 We took an article that former Mayor Pegeen
19 Hanrahan had written and kind of took statements that
20 she had said. We thought that we could stimulate
21 conversation and it would be stimulating the same
22 conversation with each of the commissioners, and we
23 had -- there was like a sentence on a page. And we
24 thought we would use that to engage them in conversation
25 about it and, you know, ask them if they agreed with it

1 or didn't agree with it.

2 They knew they had some brand new commissioners
3 in that and we thought -- anyway, it didn't work. They
4 were, I think, very defensive when we came in, very --
5 you know, really didn't want to see what we had to say.

6 The intent I don't think was the same on both parties.

7 They were concerned because Mr. Washington was an
8 attorney, you know, and we're not going to talk because
9 you're going to sue us. And he said, you know, "I'm not
10 going to sue you."

11 It's like we're just really trying to work it
12 out. Suing and having, you know, attorneys here and
13 spending the city's money this way was the last thing
14 that we wanted.

15 Q. I don't mean to interrupt you, if you want to
16 finish. Whenever you say Ray says, "I'm here trying to
17 work it out," what was his proposal or what was it that
18 Gainesville Citizens wanted?

19 A. Okay. If I said Ray said that we wanted to work
20 it out, I was talking for myself. I don't think I was
21 talking for Ray, although our goal was we wanted the
22 city to reevaluate this thing. We wanted the city to
23 get out of the Power Purchase Agreement, because by the
24 time it was exposed to the public and we could see all
25 the terms, it was real obvious that this was a real bad

1 deal for the citizens of Gainesville and a good deal for
2 the private company.

3 Q. Okay.

4 A. But a really bad deal for us, and that we already
5 had, you know, people that are struggling with their
6 electric bills and this was not going to make anything
7 any better.

8 Q. So you're talking about money-wise you thought it
9 was a bad deal?

10 A. Well, you know, initially -- I personally think
11 a lot of people think, you know, it's bad on the
12 environment, it's bad on lots of things, but the worse
13 thing was the money. And the one thing that, you know,
14 you had black and white numbers, you could really make
15 an objective decision on was the money issue.

16 So we stopped focusing on -- especially because
17 you've got some people who are seen as environmentalists
18 saying this is good for the environment. You know, we
19 just -- this thing is so big, I describe it to people
20 this is like a 25,000 piece puzzle. Most people, you
21 try to describe all 25,000 pieces and how it goes
22 together, their eyes glaze over, you know.

23 So we try to, you know, focus on what was the
24 most important issue, what needed to be done, and in our
25 mind the Power Purchase Agreement needs to be, you know,

1 terminated. I mean, that's what we were trying early
2 when there was not that much money at stake. I mean, we
3 understood.

4 Q. Okay. Well, let me just ask you this, because
5 you had said something that sort of caught my ears. You
6 said that you had wanted the commission to reconsider
7 the agreement. You had wanted them to get it out.

8 Would you have been satisfied if the City Commission had
9 heard the matter again and still decided to go ahead
10 with the Power Purchase Agreement, or did you just want
11 it to go away?

12 A. I personally wanted it to go away, thought that
13 there was enough evidence that any reasonable people
14 looking at the evidence would make a reasonable
15 decision, so long as it was made openly and
16 transparently.

17 And the citizens -- you know, the citizens didn't
18 know what was going on. There's very little about this
19 in the newspaper. Most of what was in the newspaper was
20 spin from GRU, city commissioners, that were wed to an
21 idea -- an idea of green energy, an idea that we were
22 willing to pay more for energy.

23 So my maybe naive expectation was that given an
24 open hearing, it would go away. But if all the facts
25 were laid out on the table and the public was privy to

1 both sides of the story, which they never were, and
2 openly the citizenry said, "Hey, this is a good idea,
3 go forward with it," then I was wrong. But we never got
4 to that point that anything was laid out.

5 The commissioners, in response to some of the
6 things we would say, would be "Oh, go to the GRU
7 website." Well, you go to the GRU website and it didn't
8 ever say what was really going on. It didn't ever say
9 that they were -- that there were intervenors in the
10 case, that there was any opposition to it.

11 They kept putting out stuff and sometimes
12 spending, you know, citizen money -- ratepayer money,
13 you know, to put out what I consider propaganda in their
14 brochures. You know, I get my electric bill and it
15 tells me how wonderful this biomass plant is going to
16 be.

17 And so the citizens -- you know, this whole
18 thing, no matter how many meetings the city claims to
19 have had -- and I will not deny that meetings they list
20 happened. But we have PR departments at GRU and at the
21 city and never were there press releases really about
22 the concerns or that they had intervenors or that there
23 were these challenges. You know, I find that really
24 wrong.

25 You know, I served as a public commissioner and

1 my attitude is that you go and you give the public as
2 much as they want. If the public is not going to react,
3 then shame on them. But don't hide a notice up in the
4 third floor of a building and say, "Well, we posted this
5 meeting." I mean, that's what happened when I was a
6 park commissioner. And they say, "Well, nobody comes."

7 And I said, you know, you got to put this out so
8 people know that there's something to come for. They
9 have busy lives. They're trying to make a living, take
10 care of their families. Everything is rocking along
11 and they don't know there's something to be concerned
12 about.

13 So, you know, had there been all this openness
14 and had there been this vigorous discussion, as they
15 claim, then, you know, sometimes I win, sometimes I
16 lose. Sometimes I'm right, sometimes I'm wrong. But,
17 you know, there was growing opposition, because the city
18 kept putting out things and saying it's a done deal and
19 people would be getting upset about it, thinking well,
20 it's over, I can't do anything. It's too late, I was
21 asleep at the wheel.

22 And citizens were asleep at the wheel. I think
23 the city was negligent in their duty.

24 Q. Okay. You know, before I interrupted you --

25 A. Sorry.

1 Q. (Continuing) -- and we had gotten off on this
2 part -- no, that's something I did -- you know, you were
3 telling me everything that you tried to do before the
4 lawsuit got filed in April 2012. And, you know, I heard
5 that you were -- that you had submitted the petition
6 asking the commission to reconsider, that you had asked
7 for time on the agenda, that you wanted to do a
8 presentation, that you had gotten -- that you had met
9 with each of the commissioners and asked them to
10 reconsider.

11 A. And some of them were -- and some of those were
12 like -- as Mr. Price told you earlier, were just totally
13 dismissive. Ms. Mastrodicasa told us she didn't have to
14 answer citizens questions, and in the end she walked
15 out.

16 We also asked -- I also asked questions at almost
17 every City Commission meeting, none of which were
18 answered. You know, Mr. Hunzinger, "I'll answer it or
19 we'll get to it later." You know, it's just like, you
20 know, "Thank you for your comments, thank you for your
21 comments."

22 So, you know, we had tried -- and I'm not the
23 only one. I mean, we tried to show the commissioners
24 that we had some video clips, and all of a sudden video
25 clips now have been -- Mr. Lowe wouldn't let them play

1 or there was technical problems. Other people don't
2 have technical problems showing video clips.

3 And we had gotten up and we had shown statements
4 that their staff had made that if gas prices go down,
5 you're going to lose -- I think it was a million
6 dollars. I don't remember the numbers off the top of my
7 head right now. And we had things about, you know, the
8 backout clause. Mr. Donovan asked that there be a
9 backout clause in the contract.

10 When they were authorized to go forward with
11 Nacogdoches was, you know, to have this backout clause,
12 as it was called, and authorize them to negotiate the
13 contract, and if they couldn't come to terms with the
14 first bidder, to go to the second bidder. So it always
15 puzzled me why nobody went to a second bidder. I mean,
16 that's what I would have done. Oh, you won't give me
17 what I want? I'm going to go to her. We got somebody
18 else in the wings.

19 Q. Okay. So these are all things that you're doing,
20 like you said, before the decision to file suit is made
21 in April of 2012; right? I'm just trying to figure out
22 everything that you --

23 A. Yeah. And you know what, I don't think Mr. --
24 I'm trying to think when Mr. -- yeah, right. And then
25 there was an election coming and we hoped that there

1 could be enough reasonable people elected to the
2 commission that still there would be a chance that a
3 reasonable commission would take a reasonable look at
4 the situation we were facing and that that would happen.

5 Q. So you were hoping that the election would go
6 forward in such a manner that you'd have people on the
7 commission that were willing to reconsider the Power
8 Purchase Agreement?

9 A. Yeah, to look at it, to be open and honest with
10 the public. And still we had this sunshine law
11 violation that nobody was willing to look at it.

12 Q. So I guess the election -- I don't recall. Was
13 there a runoff this year?

14 A. Yeah.

15 Q. So the election was in March of 2012?

16 A. The election was -- the primary, wasn't it in
17 January or something?

18 Q. Oh, that's true. It's a presidential primary.

19 A. And then the runoff was in March, I think,
20 something like that.

21 Q. Okay. So I guess the first election was in
22 January and then there was a runoff in March?

23 A. Yeah, I believe so.

24 Q. Okay. Was the decision then to file the suit
25 made after the election was over?

1 A. Yeah. I don't remember what the election -- no,
2 I'm confusing two years. I got to think back because
3 there are two election cycles we went through. It was
4 made at the end of March, so I think the election was
5 held earlier. I think the runoff was held earlier in
6 March.

7 Q. So why was the decision to file suit -- I mean,
8 why did you guys decide to file suit, Gainesville Cares?

9 A. You know, the city and GREC, as partners, you
10 know, were just going forward. They weren't listening
11 to anything. You could see expenses mounting. We knew
12 that we had to do something, you know. Where we were
13 was we had exhausted every possibility we could think
14 of, short of filing suit. We knew we had sunshine law
15 violations or pretty certain that we do. I know it's
16 the judge that decides it.

17 Q. Right. When did you believe that -- when did
18 you become aware you think that there were sunshine law
19 violations?

20 A. In April, May of 2011, April. I don't really
21 know. I mean, I had suspected it from looking at the
22 record and reading the sunshine law over and over
23 myself, that it looked to me like there were sunshine
24 law violations. I don't remember exactly when. But say
25 if you use the April, May 2011 -- Mr. Washington said it

1 to the commission in May of 2011, so it was before that.

2 Q. What did you see in the record that made you
3 believe there had been sunshine law violations?

4 A. Me personally -- I'm just speaking for me now --
5 you know, I kept seeing that the city delegated their
6 authority to Mr. Hunzinger to negotiate and sign this
7 agreement, and I thought well, gee, you know, you're
8 supposed to do stuff in the sunshine.

9 It never came back, you know, for the citizens
10 really to see what was going on. Usually stuff comes
11 back if the City Commission is going to sign it, the
12 mayor is going to sign it. It comes back, there's
13 discussion. Citizens get to talk about it. You know,
14 there were no meetings until after it was signed.

15 So then I start looking in the sunshine law and
16 it says something about, you know, if the City
17 Commission's authority is delegated to someone -- I
18 don't remember the exact stuff -- you know, then that
19 becomes subject to the sunshine. And there were no
20 public meetings from the time the authority was
21 delegated until May of the following -- two weeks.

22 It was signed on the 29th and the following
23 May 7th, I think it is, that it came before the City
24 Commission, and there were no public meetings through
25 that whole time. So that's when I personally started,

1 you know, asking questions and looking at things and
2 thinking, you know, that there were violations.

3 And we consulted with Mr. Washington, who
4 initially didn't agree with us, but the more we showed
5 him, you know, eventually he also agreed. You know, we
6 were trying to get this out in the open and nothing was
7 done in the open.

8 Q. Okay. Now, you said that what made you believe
9 that a sunshine law violation had occurred was the fact
10 that you were looking at the documents and it didn't
11 show a public meeting during that time. I mean, is
12 there anything else that you were looking at? I mean,
13 what documents were you presenting as evidence that
14 there had been a sunshine --

15 A. You know, for me to think that there's a sunshine
16 law violation, I don't have to present anything as
17 evidence; right? I mean, I'm not getting your question,
18 I guess.

19 Q. I guess the question that I'm asking is, you were
20 looking at some things that made you believe that a
21 sunshine law violation had occurred; right? And I'm
22 just trying to figure out --

23 A. You want to know what I knew?

24 Q. Right.

25 A. Okay. I went back and -- first of all, maybe we

1 should go back a little bit where I got involved in
2 this.

3 Q. Okay.

4 A. I got involved in this back in 2008, I think
5 when they were getting close to accepting the binding
6 proposal. I was told, you know, there's going to be a
7 meeting, they're going to accept this proposal. You
8 know, most of the stuff is redacted. I couldn't go to
9 that April 28th meeting, I think it was, in 2008, and
10 that's when I first learned about it.

11 And then I thought oh, well, they're finally
12 bringing this back. I thought this was the beginning
13 of the vigorous stuff, and I read the paper, you know,
14 usually pretty well looking for this. They said the
15 coal plant -- when that all got squelched, I had watched
16 that. I had watched the City Commission meetings. I
17 had been really impressed by the different ideas that
18 the members of the public came forth with in lieu of the
19 coal.

20 And so that gets voted down and I believe Mayor
21 Hanrahan said, "Well, you know, we're going to go back
22 and regroup and we're going to have a vigorous community
23 discussion and decide what we're going to do for power
24 generation." That would be 2004-ish.

25 Q. Can I just ask you a question on that point?

1 A. Sure, sure.

2 Q. Prior to 2008, you know, you've indicated that
3 you knew that there were a number of meetings and
4 community workshops.

5 A. No, I knew that after the fact. I know that
6 when -- let me maybe just finish.

7 Q. Sure. Go ahead.

8 A. So I couldn't make the 28th meeting for whatever
9 reason or something else. I thought this is the
10 beginning of the vigorous discussion. And then the next
11 thing I know, it's passed and they're going to contract
12 with somebody. That would be the May 12th meeting, I
13 think, that they chose Nacogdoches.

14 Okay. I'm still waiting to see stuff in the
15 paper. I don't see anything. And I go on with my life
16 and don't pay attention to this, because I wasn't
17 catching anything in the paper. And I read in February
18 of 2007 -- '10, yeah -- they accepted the contract. So
19 the whole thing gets around to them accepting the
20 contract.

21 And I go, "Jo, you were asleep at the wheel. You
22 must have missed something in the paper. Too late to go
23 forward with this thing." And it's off my radar until
24 February of 2010, when I read about the PSC and that the
25 PSC almost turned it down, and I thought oh, good.

1 At that point when Dian Deevey and Paula Stahmer
2 were intervenors, I happened to talk to Paula. She
3 tells me what's going on, and that's when I started
4 following this. I started both looking forward and
5 looking back, you know, like how did I miss this, and
6 that's when I got involved.

7 You know, I know they kept saying that there were
8 all these meetings. But if you actually go through and
9 see what they were counting as all these meetings, some
10 of them were when there was the coal and some of it was
11 little committee meetings and things that certainly --
12 I don't even know how the public was noticed. It
13 certainly wasn't, you know, big press releases or
14 anything that would get the public to know there's
15 something you might be concerned about.

16 So that's when I started -- during that time from
17 February, March of 2010, I started doing research and I
18 started looking forward and back and being involved and
19 trying to tell people they should keep their eyes open.

20 Q. Okay. That does help me put it in perspective.
21 Prior to 2008 and that binding proposal that they
22 accepted from Nacogdoches, had you been involved at all
23 in the meetings that the City Commission had had over
24 the years when they were considering what type of fuel
25 source that they were going to look at for future fuel

1 needs?

2 A. No.

3 Q. Okay. I know you were present at that County
4 Commission meeting about two weeks ago, I guess it was;
5 right?

6 A. Uh-huh. We sat in the same --

7 Q. You've heard the presentation that Kathy Viehe
8 had given about the City Commission's efforts over a
9 ten-year period to decide what kind of fuel that it
10 wanted to use. Did you have any reason to disagree with
11 anything she had said about the --

12 A. First of all, I was not in the room the whole
13 time when Kathy Viehe was talking. I got a phone call
14 from my son and I went out and I didn't see much of her
15 presentation, and I haven't re-watched that video. So
16 I don't know. I mean, I heard her going through, you
17 know, many of the things that I've seen listed in other
18 documents when they try to say how vigorous this
19 conversation was with the community.

20 Q. Do you have any reason to disbelieve anything
21 that you had heard from her or anything that you had
22 seen in the documents about what happened prior to 2008,
23 when they were considering whether to build a coal fired
24 plant?

25 A. About the coal fired plant?

1 Q. Right. Do you have any reason to disbelieve
2 anything that you've seen in the documents about the
3 community discussion about the coal fired plant?

4 A. Well, I guess as far as the biomass plant, I
5 don't go back to the coal fired thing.

6 Q. Right.

7 A. During the periods of the coal fired thing, first
8 of all, I was taking care of running a -- basically
9 running a nursing home for one, as my husband would say,
10 for my mother-in-law, you know, from 2002 or something
11 like that through 2006.

12 So through most of that time, you know, aside
13 from what I'd see on the City Commission meetings
14 online, that's what I knew about and read big things,
15 you know. People were taking care of the coal issue and
16 I wasn't involved in it.

17 Q. So you weren't involved at all in the community
18 discussions about not wanting coal as a fuel source in
19 this community?

20 A. I was just trying to stay alive then.

21 Q. Okay. Prior to 2008, had you had any kind of
22 issues where you'd had to go talk to the City Commission
23 before about items?

24 A. I had been to City Commission meetings. I think
25 I had spoken on a night here or a night there.

1 Q. Prior to 2008?

2 A. Probably, but not -- you know, not regularly or
3 anything like that.

4 Q. Okay. Were you familiar with the agenda that
5 the City Commission would put out prior to a meeting of
6 items that were going to be discussed?

7 A. No.

8 Q. You weren't?

9 A. I learned a whole lot about the presses in the
10 last couple years.

11 Q. Had you watched City Commission meetings before
12 on television prior to 2008?

13 A. On occasion, not regularly.

14 Q. Had you ever had any issues with either the City
15 Commission or city staff where you'd had interaction on
16 a personal basis with the City Commission or the city
17 staff? Any kind of disputes with the city?

18 A. Yes. Disputes with the city? Yeah.

19 Q. What would that have been?

20 A. It would be over codes enforcement on a property
21 that was adjacent to mine, and that both they and the
22 state's attorney and everybody really gave the guy a
23 pass, still to this day. So, you know, I had done
24 public record searches.

25 And I also had a thing where this neighbor called

1 codes on me and so I had an issue, and I don't know if
2 that was -- I don't remember what year that was. It may
3 have been around 2006 or '7, where I wound up having to
4 get my property rezoned. So I had been to some City
5 Commission meetings, you know, over that issue.

6 Q. City Commission meetings and code enforcement?

7 A. And Code Enforcement Board meetings and Plan
8 Board meetings.

9 Q. Okay. So you were aware at least that there was
10 some kind of governing board on behalf of the city that
11 considered these issues and heard these issues; right?

12 A. Uh-huh.

13 Q. Okay. So prior to 2008, is that pretty much
14 your involvement, are these code enforcement issues that
15 you had with either your neighbor or you yourself for
16 rezoning?

17 A. I think I had been there on other -- and I don't
18 remember the dates. I mean, sometimes if they were
19 rezoning a property or -- not mine -- if something was
20 happening with the comprehensive plan, I think I may
21 have been there, you know, spoken or not spoken. Years
22 ago I had gone when it was the Hogtown Greenway issue.

23 Q. Paving the Greenway?

24 A. Yeah.

25 Q. Okay. Now, the May, I guess, 12th meeting where

1 the City Commission authorized GRU to negotiate the
2 Power Purchase Agreement with Nacogdoches, were you at
3 that meeting?

4 A. No.

5 Q. Did you watch it on television?

6 A. I didn't know it was happening.

7 Q. Okay. Were you aware that the City Commission
8 had made a decision that it was going to go away from a
9 coal fired plant and go towards biomass?

10 A. On that date or earlier?

11 Q. Well, that date or earlier, were you aware that
12 the commission was going away from the coal fired plant
13 and --

14 A. I knew they had gone away from the coal fired
15 plant. I knew that they were -- what I recall is that
16 there was going to be discussion about alternatives.

17 And during the coal period, the couple commission
18 meetings I saw, I saw some really creative people with
19 proposals for all sorts of different things.

20 So I thought there was going to be discussion of
21 biomass, of solar, of distributed energy, different
22 things. I thought we were going to really look at -- I
23 never knew that -- what I've learned in retrospect is at
24 some point in like 2007, it was like biomass all the way
25 and push this through and don't listen to anything else.

1 Q. Okay. Well, I know you said that you couldn't go
2 to the April 2008 meeting and that you didn't go to the
3 May 2008 meeting either; is that right?

4 A. I believe, yeah, I wasn't there.

5 Q. Okay. Did you know at the time that the three
6 proposals that they were looking at were all biomass?

7 A. I didn't know any of this until in retrospect,
8 in studying and looking at the whole history, in looking
9 at like where did it get derailed that everything was
10 biomass and what happened. In retrospect, I've gone
11 back and I've watched meetings. I've seen the
12 progression.

13 I've seen what happened in May of 2007 when it
14 looked like they had put out some proposals for all
15 source generation and in that meeting they were supposed
16 to be giving, you know, feedback about that. And by
17 the end of the meeting, it was like pushing biomass. I
18 mean, I know retrospectively what happened. During that
19 time I was not involved.

20 Once again, there were no press releases to --
21 you know, if there were, they were little squib things,
22 you know, not obvious that something was going on.

23 Q. Okay. Well, you know now that there are agendas
24 that are printed and put online to the public about
25 what's going to be considered at a meeting; right?

1 A. Oh, I know that. I also know that like what you
2 read in the agenda and what happens at the meeting is
3 like -- you know, it can look kind of innocuous on an
4 agenda.

5 Q. Okay. Have you gone back and have you looked and
6 watched the video of the City Commission meetings that
7 took place in April and on May 12th of 2008, regarding
8 the negotiations?

9 A. April and May of '08 regarding negotiations?

10 Q. Right, regarding starting the negotiations with
11 Nacogdoches.

12 A. Yes.

13 Q. Have you watched them in their entirety?

14 A. I believe so.

15 Q. Okay. Have you also looked at the minutes of
16 those meetings?

17 A. Yes.

18 Q. Okay. Now, when did you look at the minutes and
19 the videotape of that meeting?

20 A. I can't tell you. I've been looking at them over
21 the past several years numerous times.

22 Q. Have you reviewed those two videos more than
23 once?

24 A. Uh-huh.

25 MR. MCDERMOTT: I'm sorry. Was there a response?

1 I didn't get it. I was looking in this folder.

2 THE WITNESS: Yes. I'm sorry. I had a mouthful
3 of water.

4 MR. MCDERMOTT: Thank you. I'm sorry.

5 BY MS. WARATUKE:

6 Q. And did you review those prior to filing the
7 lawsuit?

8 A. Yes.

9 Q. All right.

10 A. Immediately prior or just prior?

11 Q. Prior to -- you saw both videos prior to --

12 A. (Nods head affirmatively).

13 Q. I'm going to ask you to look at paragraph six of
14 the First Amended Complaint, and just so we have it
15 clear for your deposition as well, can you go ahead and
16 read paragraph six into the record, please?

17 A. Yeah.

18 MR. MCDERMOTT: This is on Exhibit 1?

19 MS. WARATUKE: Yes.

20 THE WITNESS: "On or about May 12, 2008, the City
21 of Gainesville directed Hunzinger to ensure that a
22 back door out clause, alternatively referred to as a
23 termination for convenience clause, be negotiated
24 into the agreement. The termination for convenience
25 clause would have allowed GRU to cancel the agreement

1 up until a point after the site certification, before
2 the commencement of construction."

3 BY MS. WARATUKE:

4 Q. Okay. What personal knowledge do you have in
5 regard to number six other than watching the video of
6 that particular meeting?

7 A. I'm not sure I understand. I watched the video
8 and I wasn't at the meeting. So my personal knowledge
9 would consist of watching the video.

10 Q. Okay. That's all I wanted to know. It wasn't a
11 trick question.

12 A. Okay. It kind of sounded like it.

13 Q. Had you reviewed the complaint in this case,
14 which is Defendant's Exhibit 1, prior to it being filed
15 with the court?

16 A. Yes.

17 Q. Okay. Did you have any input into the specific
18 allegations that are contained in the complaint?

19 A. Yes.

20 Q. Okay. What input did you give into the
21 allegations that are in the complaint?

22 MS. LAHART: I'm going to object to this as
23 attorney/client communication. It's what she told
24 me. I drafted the complaint. That's attorney/client
25 communication.

1 BY MS. WARATUKE:

2 Q. Other than watching the video of the May 12th,
3 2008 meeting, did you have any information, other than
4 watching the video, behind the allegations that are
5 contained in number six? Did you know anything else
6 other than watching the tape of that meeting? Did you
7 have any conversations with anyone regarding that
8 specific clause?

9 A. Oh, there have been a lot of -- there have been a
10 lot of conversation about that clause.

11 Q. And who have you have conversations with about
12 that clause?

13 A. Well, Dian Deevey, Paula Stahmer. This is over
14 years. I mean, this is, you know -- I knew there was
15 supposed to be a clause in there that would allow us to
16 get out. I mean, I talked with a lot of people, but
17 that would probably --

18 Q. Do you know who first brought up the idea of the
19 termination for convenience or the backout clause?

20 A. I don't know who first did it. I know that Ms.
21 Deevey did bring it up at that meeting. I know that Mr.
22 Donovan did bring it up at that meeting, and that would
23 be the May meeting in 2008.

24 Q. And you know that from watching the meeting?

25 A. From watching the minutes -- watching the

1 meeting.

2 Q. Okay. Did you ever review the minutes from that
3 meeting of May 2008? I think you said you did?

4 A. Yeah.

5 MS. WARATUKE: And I actually only do have one
6 copy. So do you want to look at it before I show it
7 to her?

8 MS. LAHART: Sure. This is the good part. Okay.
9 Thank you.

10 THE WITNESS: You want me to look at it?

11 BY MS. WARATUKE:

12 Q. Okay. Defendant's Exhibit 2 are the meeting
13 minutes from the City Commission meeting of May 12th,
14 2008. If you could look at the front of the cover,
15 would you agree with me that that, in fact, is the case?

16 A. These are the minutes of 2008?

17 Q. Right.

18 A. Is that what you're asking me to agree to?

19 Q. Yes.

20 A. Yes.

21 Q. Okay. And if you go to the page that is marked
22 with a tab there, would you agree with me that Page 7
23 of that document starts the meeting minutes for the
24 evaluation of the biomass fuel generation facilities
25 proposal? Is that right?

1 A. Yeah.

2 Q. Okay. And then if you flip to the next page,
3 it contains the actual meeting minutes from that
4 presentation before the commission; correct?

5 A. The recommendation?

6 Q. Right.

7 A. Uh-huh.

8 Q. If you go down to about the middle of the page,
9 do you see a section that is entitled Amendment to Main
10 Motion?

11 A. Uh-huh.

12 Q. Could you read aloud for the record, please, what
13 it states after Amendment to Main Motion?

14 A. Number one, "Include in the negotiations a
15 contractual binding back door out at the site
16 certification point, and have legal staff include an
17 enforcement mechanism for forest stewardship in the
18 contractual process."

19 Q. Okay. The first part of that, "Include in the
20 negotiations a contractual binding back door out at the
21 site certification point," do you have any reason to
22 believe that Bob Hunzinger did not include in the
23 negotiations that back door clause?

24 A. Do I have any reason to believe he didn't include
25 the back door clause?

1 Q. In the negotiations.

2 A. I guess I would say no to that.

3 Q. In fact, you have made numerous public records
4 requests of GRU over the past two years; is that
5 correct?

6 A. That's correct.

7 Q. Okay. And some of the documents that you've
8 received in response to that public records request have
9 been different iterations --

10 A. No, I didn't request the iterations of the
11 contract.

12 Q. Have you seen them?

13 A. I've seen them.

14 Q. Okay. And if you've looked at those iterations
15 of the Purchase Power Agreement, you would have to agree
16 with me that the termination for convenience or the
17 backout clause was included in the initial versions of
18 that Purchase Power Agreement, were they not?

19 A. Yes.

20 Q. So, in fact, Bob Hunzinger did include that in
21 the negotiations. Is that not correct?

22 A. I would assume they were included in the
23 negotiations.

24 Q. Well, they were included --

25 A. They were in some of the iterations.

1 Q. Okay. And, in fact, up until December of 2008,
2 they had been included in all versions of the Purchase
3 Power Agreement. Is that not true?

4 A. The iteration, yes.

5 Q. Okay. In looking at those versions -- previous
6 versions of the Purchase Power Agreement that was being
7 negotiated, did you see in there what it was that GREC
8 was saying that they needed if that clause were to be
9 included in the Purchase Power Agreement?

10 A. You're talking about did I see what the clause
11 was that GREC said that's what they wanted?

12 Q. Right.

13 A. Yes.

14 Q. Okay. And would you agree that at the beginning
15 of those negotiations it was something like 32 million
16 for the lost opportunity cost of them working on the
17 plant, in addition to all their expenses associated with
18 the project, if the city were to back out at the site
19 certification point?

20 A. Yes.

21 Q. Okay. Did you also see in that where towards
22 the end of the Power Purchase Agreement that that was
23 included in, that they managed to negotiate it down a
24 little bit?

25 A. Yes.

1 Q. Would you still agree with me though that at
2 the end of the negotiations on that, it was still a
3 significant cost to the city?

4 A. No.

5 Q. Okay. Do you recall the last version in there
6 being a development fee of up to 30 million dollars plus
7 all the development expenses?

8 A. Yes.

9 Q. And you don't consider that a significant --

10 A. That was not a cost to the city unless we chose
11 to get out of it.

12 Q. Okay.

13 A. And so that's not a cost. It's only a cost if we
14 chose to get out of it. And if we chose to get out of
15 it using that clause, then the cost benefit, that might
16 have been cheap. So I don't see any reason that that
17 should have been eliminated.

18 And I also don't agree that this -- you know,
19 that your interpretation that all he had to do was
20 negotiate it and negotiating it away was okay too,
21 because he tried to negotiate it to have it in there --
22 I don't agree that that was the intent in the way the
23 motion stood.

24 Q. But you will agree with me, Ms. Beaty, won't you,
25 that that's what the minutes of the commission action

1 reflect, was that he was to include in the negotiations
2 a termination for convenience clause; correct?

3 MS. LAHART: The document speaks for itself, Ms.
4 Waratuke. We're not here to debate whether or not a
5 bio clause thing is a good thing or a bad thing.
6 This is about government and the sunshine lawsuit.

7 BY MS. WARATUKE:

8 Q. Is that a correct statement that I just made
9 though?

10 MS. LAHART: Is it in the minutes?

11 THE WITNESS: Is it in the minutes? Yes.

12 BY MS. WARATUKE:

13 Q. Okay. Did you also review, during the course of
14 getting the public records information, the memorandum
15 that was prepared by GREC outlining the difficulties
16 that such a clause would cause with getting financing
17 for the project?

18 A. Yes.

19 Q. Okay. Now, did you attend the City Commission
20 meeting on May -- did you attend the City Commission
21 meeting on May 7, 2009, when the City Commission
22 approved the Purchase Power Agreement that had been
23 negotiated with GREC?

24 A. No.

25 Q. Did you watch the video of that meeting?

1 A. Yes, and questioned, once again, in retrospect,
2 not contemporaneously.

3 Q. Have you watched it more than once?

4 A. Yes.

5 Q. Okay. Do you recall seeing any members of the
6 public that spoke against the Power Purchase Agreement
7 that had been negotiated?

8 A. I think so. I've watched so many meetings and
9 saw so many people speak against it over time that I
10 can't tell you specifically that.

11 Q. Okay. Obviously the video speaks for itself;
12 right?

13 A. Right.

14 Q. Okay. But you weren't there speaking against it?

15 A. No.

16 Q. During the year-long period that this contract
17 had been negotiated, did you attend any City Commission
18 meetings in regard to the forest stewardship program?

19 A. No.

20 Q. Did you attend any meetings of the regional
21 utilities committee in regard to the --

22 A. No.

23 MS. LAHART: Jo, don't forget to let her finish
24 her question before you --

25 THE WITNESS: Yeah, I just realized as I did it.

1 I'm sorry.

2 BY MS. WARATUKE:

3 Q. Were you watching the City Commission agendas
4 during this time to see what was going on before the
5 City Commission?

6 A. No.

7 Q. Okay. During your testimony earlier, you had
8 mentioned some video clips that you had shown to the
9 individual commissioners during your meetings with them,
10 that you were trying to get them to look at. What video
11 clips were you playing to the City Commission?

12 A. If I recall correctly, one would be Mr. Regan
13 saying if the price of gas goes down, we stand to lose
14 so much money. This isn't the thing -- this may not be
15 the thing you want to do. I think that's the one I
16 recall.

17 Q. What meeting was that from?

18 A. Huh?

19 Q. What meeting was that from? Do you recall?

20 A. I think it was the April 2000 -- I'm pretty sure
21 it's the April 2008 -- April 28th, 2008. I'm pretty
22 sure, because that's the meeting that GRU was making the
23 presentation about the biomass and the top bidders.
24 Yeah, I'm pretty sure it was that meeting. I could be
25 wrong.

1 Q. Okay. Do you recall any other clips that you
2 showed to members of the City Commission?

3 A. Well, we never showed any because the stuff
4 didn't work. Oh, there was some clips about -- I think
5 we tried to show, I think -- there were some clips about
6 Mr. Henry asking questions about what happens -- this
7 would have been in 2008. I think it was at the May 2008
8 meeting. It's like "Well, what happens if there's a
9 change in technology between now and, you know, at some
10 point and we want to get out of this?"

11 At that meeting Mr. Reagan said, "Well, you know,
12 that's what we've got to nail down with them. They've
13 got something -- you know, if they want to get out, we
14 need to nail down what would be" -- that's when he made
15 the thing that it would be probably one to two million
16 dollars, it wouldn't be very much. You know, every
17 contract has something like this in it and this is usual
18 and yes, that would be in the contract. That was in the
19 May 2008 meeting, I believe.

20 So there was a little clip of Mr. Henry asking
21 those questions. I think those were the two main clips
22 that we tried to show the City Commission.

23 Q. Anything else that you can recall that you tried
24 to show them in that meeting?

25 A. I don't know. We had to give up because they cut

1 out the -- called them props or something.

2 Q. Okay. Can we go on to paragraph seven of the
3 complaint, and if you can go ahead and read that into
4 the record aloud, please, number seven.

5 MS. LAHART: Ms. Waratuke, I don't want to tell
6 you how to do your deposition, but this document is
7 going to be in the record. It's an exhibit. Why
8 does she have to keep reading these?

9 MS. WARATUKE: Because it just makes it a nice,
10 cleaner deposition as far as if I cite parts of it,
11 and it doesn't take that long. So go ahead.

12 THE WITNESS: I'm a bad reader though. "Contrary
13 to the City of Gainesville's direction that Hunzinger
14 negotiate the agreement, Hunzinger instead appointed
15 an advisory committee, headed by GRU Assistant
16 General Managers Ed Regan and John Stanton, and
17 delegated to the committee the task of negotiating
18 and recommending the agreement to Hunzinger."

19 BY MS. WARATUKE:

20 Q. Okay. What evidence do you have to support the
21 allegations in this complaint?

22 A. Mr. Hunzinger's statements.

23 Q. Well, what of Mr. Hunzinger's statements do you
24 say support that?

25 A. May 2009, he thanks his two co-lead negotiators

1 in a public meeting and names them, and he names other
2 people too on the team.

3 Q. What's the terminology that he uses that you say
4 is evidence of the allegations in number seven?

5 MS. LAHART: Objection as to form. You can
6 answer the question, Jo, if you understand it.

7 THE WITNESS: I don't remember verbatim. I mean,
8 it may be that he introduced -- he wasn't taking
9 credit for the whole thing and he introduced -- he
10 said, "I'd like to give credit to the two" -- I think
11 he called them co-lead negotiators, is the words I
12 think he used at the City Commission meeting.

13 BY MS. WARATUKE:

14 Q. Okay. Anything else other than that statement of
15 Mr. Hunzinger do you have that supports the allegations
16 that have been made in here?

17 A. I would think that we've got documents that would
18 indicate that they were doing a lot of the negotiating.

19 Q. What documents do you have that would indicate
20 that someone was doing the -- someone was the negotiator
21 other than Hunzinger?

22 A. E-mails.

23 Q. Okay. And what in those e-mails would support
24 that there was an advisory committee, that he delegated
25 to that committee the task of negotiating and then

1 recommending the agreement back to him?

2 A. I don't know specifically.

3 Q. Okay.

4 A. I mean, I can't point to any specific documents
5 now.

6 Q. So other than e-mails that you've seen and these
7 statements that Mr. Hunzinger made at the May 2009
8 meeting, thanking the people that had worked with him,
9 what other evidence do you have?

10 A. I don't know.

11 Q. Have you ever had any discussions with anyone
12 from GRU about how those negotiations actually took
13 place?

14 A. No.

15 Q. Have you ever asked Mr. Hunzinger how the
16 negotiations took place?

17 A. No.

18 Q. Have you ever asked anyone else at GRU, tell us
19 how these negotiations took place?

20 A. No.

21 Q. Is everything that you know about those
22 negotiations either based on the e-mails that you have
23 seen or that one comment from Mr. Hunzinger?

24 A. Public records and the videos that I've watched.

25 Q. Okay. Anything in the videos, other than that

1 one video of May 2009, do you have that leads you to
2 believe that there was some kind of committee that
3 actually did the negotiations?

4 A. Repeat that, please.

5 Q. Okay. You had mentioned public records and you
6 said videos, plural. So I guess what I was just asking,
7 is there anything other than that one video of May 2009
8 where Mr. Hunzinger thanked the people that worked with
9 him on it -- is there any other video that you're aware
10 of that you think supports your statement in here that a
11 committee actually negotiated the contract?

12 A. I don't know.

13 Q. You can't think of anything now?

14 MS. LAHART: Asked and answered.

15 THE WITNESS: Yeah. I mean, I --

16 MS. LAHART: Asked and answered.

17 BY MS. WARATUKE:

18 Q. So I guess your answer is nothing else?

19 A. I said I didn't know.

20 Q. Okay. Can you go to paragraph 14 of the
21 complaint, and if you could read aloud for the record
22 the first sentence in 14.

23 A. "The agreement was ultimately presented to
24 Hunzinger for his signature on behalf of the City of
25 Gainesville -- the agreement that was -- contained

1 substantial changes from the binding proposal."

2 Q. Okay. Did you ever review the binding proposal?

3 A. Oh, yeah.

4 Q. Okay. What substantial changes are you saying
5 that the final Power Purchase Agreement did not include
6 that were changes from the original proposal?

7 A. There are three of them. The change in the term
8 from 20 years to 30 years, and I'm blanking out. I
9 think there were three major ones and I'm blanking out.
10 Well, the termination clause that --

11 Q. Was that in the binding proposal?

12 A. No, it wasn't in the binding proposal. I usually
13 can rattle all those off. There are about three of
14 them. I just remember the term -- oh, the cost went up
15 dramatically. And there's a third one that I'm not
16 recalling now.

17 Q. Would you agree with me that these changes were
18 presented to the City Commission at its meeting in May
19 of 2009, when it voted to execute the Purchase Power
20 Agreement?

21 A. They agreed that -- yeah, they told them they
22 already executed -- what they said was, you know, like
23 we already executed this agreement, but we're bringing
24 it back to you for your ratification, and we just
25 thought you should know that these things are different,

1 and then they just rattled them off.

2 Q. Well, Ms. Beaty, you've looked at that last page
3 of that Purchase Power Agreement; correct? The page
4 that was signed by Bob Hunzinger. Is that right?

5 A. Well, actually -- I'm just trying to think
6 because I got a real problem here, because when I looked
7 at the Purchase Power Agreement when it became
8 unredacted and I could see it, where I recall seeing his
9 signature wasn't -- there was something added to it on
10 March 16th of 2011, and the signature was after that.

11 So, you know, I have not seen like -- I don't
12 think I have seen, you know, like the original one that
13 was signed on April 29th, 2009. I don't know that I've
14 seen that. I may have. I'd have to go back and look.

15 Q. Well, I think you need to go back and look,
16 because I think you'll find -- I think you need to go
17 back and look at it. Do you recall seeing under there
18 where it said subject to approval by the City
19 Commission?

20 A. No, as a matter of fact, I absolutely don't,
21 because that was one of the things that I always looked
22 for because I could never find where it really said that
23 it wasn't binding the day he signed it.

24 Q. So you've never -- are you testifying here that
25 you've never seen Bob Hunzinger subject to approval by

1 the City Commission?

2 A. I may have missed it, but I have never seen that,
3 no, because that was one of the things that was always
4 -- I always wondered about that, how could he ratify
5 something -- you know, how could he say bring it to the
6 city for ratification when as far as anything I could
7 see, it looked like it was a done deal when he signed it
8 on the 29th. So I never saw that.

9 Q. Okay. Would you agree with me that on May 9th,
10 2009 -- or May 7th, 2009, that the City Commission voted
11 unanimously to approve the Power Purchase Agreement?

12 A. I guess that would be -- yeah.

13 Q. Okay. Now, you make the statement -- if we go
14 on to paragraph number 14 again, if you could read aloud
15 the second sentence of that paragraph, "These changes
16 were discussed." Sorry, I didn't mean to do that.

17 A. Just because I did uh-huh with a mouthful of
18 water.

19 MR. MCDERMOTT: Which paragraph?

20 MS. LAHART: Second sentence, paragraph 14.

21 MR. MCDERMOTT: Thank you.

22 THE WITNESS: "These changes were discussed
23 privately with individual members of the City
24 Commission by Hunzinger or by members of the advisory
25 committee, and were brought before" -- I'm sorry --

1 "were then brought before the City Commission for
2 ratification on May 7, 2009."

3 BY MS. WARATUKE:

4 Q. Okay. Are you contending in this lawsuit that
5 there is anything improper with the general manager of
6 utilities meeting with individual members of the City
7 Commission?

8 A. I think that when the public businesses discuss
9 with individual members of the City Commission and not
10 discuss publicly in front of the citizens, I think
11 there's something wrong with that.

12 Q. Do you know what was discussed with the
13 individual commissioners at that meeting?

14 A. At which meeting?

15 Q. At the meetings that they had that you're
16 referring to in this sentence. Do you know what was
17 discussed privately in these meetings with the
18 individual commissioners?

19 A. I think I know. I have had some discussions
20 with Mr. Monasco. But they took around a PowerPoint
21 presentation and discussed that with them.

22 Q. And was that the same PowerPoint presentation
23 they gave to the public?

24 A. I have no way of knowing, because we asked for
25 the documents that were shown to commissioners prior to

1 their making a decision and they didn't have any
2 documents and they just said a PowerPoint presentation.
3 They went around -- Mr. Hunzinger and Mr. Reagan went
4 to individual commissioners and showed a PowerPoint
5 presentation. I don't have any way of knowing if it's
6 the same one that was shown on May 9th or not.

7 Q. Okay. In the last sentence of that paragraph
8 then that starts with "Some, but not all, of these
9 changes were made known to the public prior to the City
10 Commission crystalizing the decision by ratification
11 vote on May 7, 2009," what changes are you talking
12 about that were not known to the public prior to the
13 commission ratifying the contract that night?

14 A. The lack of the termination for convenience
15 clause or backout clause?

16 Q. Well, I don't know. I'm asking you what you're
17 referring to in that sentence.

18 A. I didn't write this. My attorney did, ask her.

19 Q. Do you know what's being referred to there at
20 all?

21 A. Well, at least the termination for convenience
22 clause.

23 Q. So the termination for convenience clause was or
24 was not known to the public?

25 A. Absolutely was not known to the public.

1 Q. Anything else?

2 A. Was not mentioned in that meeting. I think there
3 were more things that I can't recall now, that I'd have
4 to refresh my memory and look at documents.

5 Q. Okay. Now, you said that at some point in time
6 you started becoming interested in biomass. At some
7 point in time you're saying you must have --

8 A. I was interested in this issue. You know, my
9 interest in biomass is a real concern for me. The
10 overriding concern for me is public process. And when
11 I became aware of this issue, it was for both reasons,
12 both that this didn't seem like a good deal, the idea of
13 burning trees doesn't seem like a good thing, but the
14 overarching thing for me is really the public process,
15 which really seems to have been perverted here.

16 Q. And how do you believe that it was perverted? I
17 mean, putting aside the legalese in the complaint, what
18 do you think was the problem with the public process in
19 this case?

20 A. It wasn't open. It wasn't transparent. It was
21 one-sided. It didn't include the public.

22 Q. In the negotiations itself or what?

23 A. I thought you were talking about the whole issue.
24 You said my interest in biomass.

25 MS. LAHART: Is there a question pending?

1 BY MS. WARATUKE:

2 Q. The question pending is you're saying -- and
3 you're right. Whenever you were talking about -- you
4 said that your interest was in the way the process was
5 handled, you're obviously talking about something other
6 than just the negotiations; right?

7 A. (Nods head affirmatively).

8 MS. LAHART: You need to say yes or no, Jo.

9 THE WITNESS: I'm sorry, yes. Thank you.

10 BY MS. WARATUKE:

11 Q. Okay. So what are your problems with the process
12 about the way the negotiations were handled?

13 A. That it wasn't in the sunshine. As I told you,
14 in my lay person reading of the sunshine law and the
15 question that came to my mind after all this was
16 happening and we didn't know what was going on for all
17 this time and there were all these negotiations, I
18 think that the negotiations and the progress of the
19 negotiations should have been out in the open and the
20 public should have known about it.

21 And as I read it, if it wasn't going to happen
22 in the City Commission meeting because the city
23 commissioners delegated their authority to Mr.
24 Hunzinger, that GRU then had a burden of being open with
25 the public. You know, it seems that giving these things

1 over to GRU and saying go do it and sign it is a way of
2 avoiding the public process, and it seems to have been
3 avoided.

4 Q. Is there some additional information you wanted
5 to provide?

6 A. On this? No.

7 Q. Okay. You said that you had spoken with Skip
8 Monasco at some point. What did you talk to Skip about?

9 A. When we were in there getting -- I don't remember
10 exactly what the conversation was. We were in there
11 getting public records and he just assured us that
12 everything was done on the up-and-up. I don't remember
13 the specifics of that conversation. I was kind of in
14 and out while we were looking or asking for public
15 records and viewing them at GRU.

16 Q. Anything else?

17 A. No.

18 Q. Okay. I'm going to hand you what I'm going to
19 mark as Defendant's Exhibit 3, which is a notice of
20 serving some Answers to Interrogatories in this case.
21 Have you seen that document before?

22 A. Yes.

23 Q. Okay. And did you help prepare this document?

24 A. Yes.

25 Q. Okay. In regard to question number three, which

1 asks "Please identify each person expected to be called
2 by GCC to testify as a non-expert witness at the trial
3 in the case and, with regard to each witness, describe
4 the substance of the facts and conclusions about which
5 the witness is expected to testify," you will see that
6 there is a list of people there. Do you see that?

7 A. Uh-huh.

8 Q. Okay. Were you involved in giving this list of
9 witnesses?

10 A. Uh-huh.

11 Q. Okay. Can we go through them kind of quickly and
12 tell me what information you believe that each one has
13 in regard to the case and also whether you've ever had
14 any conversations with them? The first one, Rick
15 Bachmeier?

16 MS. LAHART: Liz, before we do this, could we
17 take a five-minute break?

18 MS. WARATUKE: Sure.

19 MR. DEE: Good suggestion.

20 (Thereupon, a brief recess was taken.)

21 BY MS. WARATUKE:

22 Q. Ms. Beaty, we were about to talk about the people
23 that you had listed as having knowledge and being
24 potential witnesses in the case. The first one on there
25 is Rick Bachmeier. Have you ever spoken with Rick

1 Bachmeier?

2 A. No.

3 Q. Okay. What do you believe that he would have
4 information about in regard to this case?

5 A. The contract, I guess.

6 Q. And how is it that you have knowledge that he was
7 involved in the contract negotiations?

8 A. I don't know. Some of these people came from a
9 list of people that Mr. Hunzinger identified as having
10 been on the team.

11 Q. Okay.

12 A. Some of them come from e-mails. Some of them
13 come from history that I know. Some of them come from
14 watching videos.

15 Q. Okay. So whenever we go through this, if you
16 could just tell me whether you have any personal
17 knowledge or have had any personal conversations with
18 them.

19 A. Okay.

20 Q. Josh Levine?

21 A. No, I don't think I've ever spoken to him. I
22 know who he is. I know he's the project manager
23 locally.

24 Q. Okay. And other than seeing his name perhaps in
25 the e-mails, do you have any other knowledge regarding

1 his involvement in this case?

2 A. What he's written, what he's stated in the press.

3 Yeah, that would be it. And I don't know if I may have
4 seen him -- I don't remember if I saw him testify at one
5 of the legal proceedings or not.

6 Q. Were you at the PSC proceedings yourself?

7 A. Part of them.

8 Q. Which part did you go to?

9 A. Not the February 1, the next one, and I went to
10 Tallahassee for one, I guess when they got their do-
11 over when they went back in April or May.

12 Q. And what year do you recall that was?

13 A. It was 2010.

14 Q. Did you speak before the Public Service
15 Commission?

16 A. I was trying to think of that before. I don't
17 think I did. I really don't remember. I don't think I
18 did. I think I just watched them.

19 Q. Did you speak before the -- I guess it went to
20 the governor's --

21 A. I did speak there.

22 Q. What did you speak about at that proceeding?

23 A. I asked them not to make a decision at that time
24 because some of the other legal proceedings hadn't been
25 finalized. And so I asked them not to make a decision

1 that day and wait till the -- let the legal process play
2 out before they made their decision.

3 Q. And did they do so?

4 A. No.

5 Q. What other legal proceedings were going on that
6 you were referring to?

7 A. I think they were waiting for some -- you know,
8 there was an air permit thing and there was -- well, I
9 think that's the one that I was specifically referring
10 to, because at that point I don't know if there had been
11 the challenge to the supreme court.

12 But I know we were waiting for -- I think it was
13 the air permit. One of the hearings that was held here,
14 a decision hadn't been rendered in that. I think that's
15 what I was referring to.

16 Q. So would it be a fair statement to say that you
17 were seeking to stop the biomass plant at that level?

18 A. Oh, yeah, through the permit, right.

19 Q. Okay. And who else was involved in that process
20 to stop the biomass plant before the Public Service
21 Commission?

22 A. Who else went up there and spoke?

23 Q. Against it or was trying to oppose it.

24 A. I don't know all the people. A Maria Minno went
25 and spoke and I think a guy named Whitey, I think he

1 spoke. You know, I'm not sure. Dian Deevey --

2 Q. You're not sure of Dian Deevey or you know --

3 MS. LAHART: I'm not sure, coma, Dian Deevey.

4 THE WITNESS: Yeah. There were a lot of people
5 there and some of us were allowed to speak and some
6 of us weren't, as I recall. I don't remember the
7 others.

8 BY MS. WARATUKE:

9 Q. Ray Washington?

10 A. No, Ray wasn't there at all.

11 Q. Paula Stahmer?

12 A. Paula was there. I would expect that she spoke,
13 but I honestly don't remember. I expect she did.

14 Q. Did you speak to them about the alleged sunshine
15 law violation you said had taken place?

16 A. At that point, no.

17 Q. Why not?

18 A. I think at that point we were dealing with those
19 other legal, you know, proceedings and stuff, which it
20 might make a difference.

21 Q. Well, at the time you were speaking before the
22 governor and this board, did you believe that a sunshine
23 law violation had taken place?

24 A. I don't know that I thought about it at that
25 point.

1 Q. Okay. What about Jonathan Cole?

2 A. I know that he was an attorney involved in the
3 negotiations.

4 Q. Do you know what his role was?

5 A. It's not real clear to me. He was involved --
6 I know his name shows in the e-mails with different
7 iterations than negotiations and stuff.

8 Q. Okay. Any knowledge about him other than what
9 you've seen in the e-mails?

10 A. No. He was with Org., I think.

11 Q. Okay. What about Ed Regan, have you ever talked
12 to Ed Regan about this?

13 A. About this, no. I don't think I did, no.

14 Q. Any knowledge about Ed Regan's involvement other
15 than what we've talked about today, the videos and the
16 e-mails that you had seen?

17 A. Videos, e-mails, yeah, the commission meetings.

18 Q. Okay. What about John Stanton, have you ever
19 talked to John Stanton?

20 A. Maybe to say hi.

21 Q. Again, anything other than what you may have seen
22 in the videos or in the e-mails as to what his knowledge
23 of this issue is or what his involvement was?

24 A. No.

25 Q. Len Fagan, Jim Gordon?

1 A. I don't know Len Fagan. Mr. Gordon came and
2 introduced himself to me after the PSC, asked me what he
3 could do to make me happy.

4 Q. And what did you say?

5 A. Leave. I don't know. It was pretty strange.

6 Q. Anything other than that brief conversation with
7 Mr. Gordon?

8 A. The whole question?

9 Q. The knowledge that he may have had about this
10 case, is that only from -- or the knowledge that you
11 have of his involvement with this, is that only from
12 e-mails and the videos of the commission meetings?

13 A. What I know of his position in the company.

14 Q. And that is what?

15 A. What? He's one of the signatures on the thing.
16 He's head of American Renewables.

17 Q. Okay. Anything else?

18 A. I'm not sure. I mean, regarding the contract,
19 no.

20 Q. Okay. Kathy Viehe?

21 A. No. I just know that once again it's the same --
22 this is all pretty much the same stuff, either videos
23 or -- Nathan Skop I know, had spoken to personally.

24 Q. Tell me about Nathan, what information that you
25 believe he has and why he might be a witness in this

1 case.

2 A. Well, he was on the PSC. He put a lot of
3 language into the order, you know, warning the city that
4 he didn't think this was a fiscally responsible thing
5 to do. A lot of what he said is written there and it
6 pretty much seems to be coming true.

7 Q. Anything else from Mr. Skop?

8 A. No.

9 Q. Have you had any discussions with him regarding
10 any alleged sunshine law violation in this case?

11 A. I think probably. I can't remember specifically.

12 Q. Do you recall anything that he had to say about
13 it, whether he believed a sunshine law violation
14 occurred or any information or evidence he had?

15 A. No.

16 Q. Okay. Outside of the time -- and I'm not talking
17 about when Ray Washington was your attorney -- but if
18 you had discussions with Ray Washington when he has not
19 been your attorney about the sunshine law violation
20 you're alleging in this case.

21 MS. LAHART: You can answer whether you've had
22 discussions or not.

23 THE WITNESS: Yes.

24 BY MS. WARATUKE:

25 Q. Okay. And going to the time when you said that

1 he has not been your attorney, what discussions have you
2 had with him about the sunshine law violation in this
3 case?

4 MS. LAHART: I'm going to object based on
5 attorney/client privilege and ask Ms. Beaty not to
6 answer the question.

7 MS. WARATUKE: Well, just to make it clear, I
8 am asking about the times that he has not been the
9 attorney for the plaintiff in this case and the
10 discussions she's had with him during those times.
11 And I think that both of them have stated pretty
12 clearly, and especially with Ms. Beaty, that there
13 was a period of time that he resigned from being the
14 attorney for Gainesville Care because he was running
15 for City Commission.

16 MS. LAHART: The fact that he wasn't the attorney
17 of record doesn't mean that their communications were
18 not privileged.

19 MS. WARATUKE: Well, if he's no longer the
20 attorney, how can they be privileged?

21 MS. LAHART: He's still an attorney.

22 MR. DEE: But not her attorney.

23 MS. WARATUKE: Right. There has to be an
24 attorney/client relationship.

25 MS. LAHART: I'm not going to argue with you

1 about this.

2 BY MS. WARATUKE:

3 Q. Okay. What about Craig Pledger? Because I think
4 he's the only person who's on there not a current City
5 of Gainesville employee.

6 A. Uh-huh.

7 Q. What information does Mr. Pledger have regarding
8 the issue in this case?

9 A. I don't know. I don't know if he does or not. I
10 know he was a former employee at GRU, and I don't know
11 if he has or doesn't have information specifically about
12 this case.

13 Q. Okay. You didn't put his name on here then? I
14 mean, you didn't say Craig Pledger is a person who has
15 knowledge about the issues in this?

16 A. This is -- we hadn't narrowed this down, as I
17 understood it, at the time we were putting names on
18 there that would be people that may -- we may want to
19 use and may have knowledge. So we put everybody that we
20 thought, because as I understood it, if we didn't put
21 them on -- we can take them off, but we couldn't put
22 them on, so he was on there.

23 MS. WARATUKE: Okay. Am I up to number -- this
24 would be number four?

25 COURT REPORTER: Yes.

1 BY MS. WARATUKE:

2 Q. I'm marking as Defendant's Exhibit No. 4 the
3 memorandum from Josh Levine to Ed Regan dated September
4 26, 2008. Do you see at the bottom where that's been
5 marked as Exhibit 4?

6 A. Uh-huh.

7 Q. Okay. And is this, in fact, the document that
8 you received during the course of your public records
9 request, that you would have reviewed in regard to the
10 termination for convenience clause?

11 A. Uh-huh.

12 MR. MCDERMOTT: I'm sorry, I missed that.

13 THE WITNESS: Yes. I'm sorry.

14 MR. MCDERMOTT: Thank you.

15 THE WITNESS: Yes, twice yes.

16 BY MS. WARATUKE:

17 Q. And do you recall when you got that?

18 A. This is just a guess. November of '11, sometime
19 after the RUC meeting.

20 Q. Which RUC meeting are you referring to?

21 A. I'm confused on dates. It's I think the 10th of
22 either November or October, probably October 10th.

23 Q. Of what year?

24 A. Eleven.

25 Q. Okay.

1 A. It was the big one.

2 Q. Okay. I'm just trying to put this timeline in
3 place. So you're saying that at some point in time you
4 realized that this stuff with biomass was going on and
5 that was about February or March of 2010, and that
6 that's when you believe that a sunshine law violation
7 occurred?

8 A. No, no.

9 Q. Okay.

10 A. It wasn't until much later. I'm thinking that I
11 probably thought about it in summer sometime of --
12 well, no. I knew about it before that, because Ray had
13 confirmed it in May. So sometime in late 2010, early
14 2011.

15 Q. Was when you believe that a sunshine law --

16 A. That I read the sunshine law and I'm going yeah,
17 something is wrong here. The city didn't do this in the
18 open. They delegated their stuff. That's when I looked
19 at the sunshine law and read about delegating your
20 authority in the sunshine law, and that's when I started
21 asking those questions. I can't pinpoint it to a
22 precise point in time.

23 Q. In the complaint you also ask for attorney's fees
24 associated with this litigation. Who is the attorney
25 that you have hired to represent you in this litigation?

1 A. Ms. LaHart.

2 Q. And no one else?

3 A. Unless she's got any other counsel that's working
4 with her.

5 Q. Is there a written agreement that you have?

6 A. No. We have an oral agreement.

7 Q. And what are the terms of that representation as
8 far as money?

9 A. She's representing us and when she wins she'll
10 get paid.

11 Q. Okay. But there's no compensation until there's
12 a successful outcome of the case?

13 A. Correct.

14 Q. Okay. You haven't paid anything towards that
15 representation to date?

16 A. I've paid nothing to Ms. LaHart except for I
17 have paid -- GC Care has paid filing fees that she put
18 forward, that we paid to her to reimburse for the filing
19 fees. That's the only thing to date.

20 Q. Okay. Now, you had mentioned earlier in your
21 testimony that you had been before the City Commission
22 at various times in regard to a neighbor you had that
23 had a code enforcement issue?

24 A. Uh-huh.

25 Q. What was that neighbor's name?

1 A. Etemadi.

2 Q. How do you spell that?

3 A. E-t-e-m-a-d-i, I believe.

4 Q. Okay. Do you remember about what year that was?

5 A. 2004, six, eight. I don't know. I can't
6 remember how many times. I don't remember which were
7 City Commission meetings and which were Code Enforcement
8 Board meetings, because he was before the Code
9 Enforcement Board and they were going to keep giving him
10 passes.

11 Q. What were they giving him a pass on? Were they
12 not holding him accountable?

13 A. Yeah. I mean, the city -- he violated the codes
14 and he actually violated the zoning compliance permits
15 and a lot of things. I actually had spoken with Mayor
16 Hanrahan, who really did nothing.

17 He was before the state's attorney several times
18 and was on deferred prosecution for environmental
19 crimes, and then the state's attorney slipped up and
20 allowed the deferred prosecution to go away, whatever.
21 So there have been a lot of codes -- you know, codes
22 haven't followed it.

23 Q. But in addition to appearing before the Code
24 Enforcement Board, you would have appeared before the
25 City Commission?

1 A. Once when I had to get my -- got my property
2 rezoned.

3 Q. Okay. Now, you were aware during that time that
4 there were agendas that the City Commission had for you
5 to look at to see what was going on before them?

6 A. Didn't we do this before? I'm sorry.

7 Q. I'm just trying to clarify. During that time
8 period that you were before the City Commission, either
9 in regard to the neighbor or in regard to your own
10 zoning compliance permit, were you aware that there were
11 agendas that they had?

12 A. Yes.

13 Q. Okay. Do you know -- I know you said that you
14 aren't -- or you didn't know who spoke at that meeting
15 in May of 2009, whenever the City Commission approved
16 the Purchase Power Agreement. Other than the people
17 who may have spoken, did you ever talk to anyone who
18 attended it, like people who attended it but maybe
19 didn't get up to speak?

20 A. I never asked anybody. I only know what I saw on
21 the video.

22 Q. So you've never asked Dian Deevey, you know --

23 A. I saw her, yeah.

24 Q. Okay. Well, she spoke at the one in 2008; right?

25 A. I believe so. No, I'm not sure about -- she

1 spoke in May of 2008, I know that.

2 Q. Did you ever ask her why she didn't go to the one
3 in May of 2009 and speak?

4 A. I don't know that she didn't go to the one -- oh,
5 2009 and speak? I don't know that I asked her. I don't
6 know that I asked her. That one was -- like they do
7 this sometimes, they put something on the afternoon
8 agenda and people don't even realize it's there. I
9 don't know if I asked her or not.

10 Q. Did you ever ask anyone why didn't you -- since
11 it wasn't on your radar in 2009, have you ever asked
12 anyone why didn't you go speak at the 2009 meeting?

13 A. No, I don't think I did. I don't think I'd have
14 any reason to, you know. I know these people were going
15 as much as they can. There are meetings that I haven't
16 been to, very few of them. People have lives and they
17 have things to keep them from it. I don't know. I
18 didn't ask -- that wouldn't be a question that I would
19 ask people that had given up so much of their own lives
20 trying to work in the public interest.

21 Q. Do you have any facts or evidence to support the
22 proposition that Bob Hunzinger did not tell them, the
23 commissioners, about the termination for convenience
24 clause being gone during those individual meetings?

25 A. That's a really interesting question.

1 Q. Inartful, I'm sure.

2 A. No. Well, he probably did, he may have. But as
3 far as I'm concerned as a citizen, if he did, that
4 doesn't take away the necessity of saying that openly
5 in public, from my lay person's understanding of the
6 sunshine law. You know, public's business is supposed
7 to be done in public.

8 If he went from commissioner to commissioner to
9 commissioner and told them, I think that's kind of like
10 daisy chaining or something and that's keeping stuff
11 out of the public view. And if he did that, I would
12 personally -- not legal opinion, lay person's opinion --
13 think that that would be a violation, that that should
14 have come back openly. I've got a real problem. I get
15 on my soapbox, if you want.

16 Q. Do you recall anyone asking -- do you recall
17 seeing the presentation that Ed Regan gave to the
18 commission on May 7th, 2009, when they were asking the
19 commission to approve the Purchase Power Agreement?

20 A. Uh-huh.

21 Q. Okay. Do you recall anyone standing up and
22 saying what happened to the termination for convenience
23 clause or where is it, is it in there?

24 A. No. But I also know that I go to these meetings
25 and I sit there and there's so much going on. And, you

1 know, like my own business I do this, you know, there's
2 something that you mean to say or there's so many
3 details you want to keep up. And since nobody was privy
4 to looking at the contract -- the contract was redacted
5 so much that people couldn't just flip through it and
6 even see if there was a section.

7 So the fact that somebody didn't get up at that
8 meeting and think about it, I don't fault anybody for
9 it. Things like that slip by.

10 Q. But you never asked for a copy of the contract at
11 that meeting, did you?

12 MS. LAHART: She wasn't at the meeting.

13 BY MS. WARATUKE:

14 Q. During that time, whether you were at the meeting
15 or not, you never asked for a copy of the contract?

16 A. I told you I didn't really know anything about
17 what was going on until 2010. At that point I knew that
18 the contract was redacted. I did get copies of the
19 redacted contract. And I spoke up at -- there was a
20 town hall meeting, and I don't remember the exact date,
21 but it was during this period where PSC still hadn't --
22 I don't think -- I think it was probably early March.

23 It was before, I think, the second hearing even.

24 I stood up at a public town hall meeting and I
25 held up two copies of the redacted contract. One, the

1 PSC took out some of the redactions. And I had two
2 copies of them and I stood up and I looked at those
3 commissioners and I said, "Please, can't we talk about
4 this?" I said, "How could you approve, you know,
5 contracts that were so highly redacted that the public
6 doesn't know anything about it?"

7 So as soon as I was aware of it and I got those
8 contracts, I started trying to get them to talk to us,
9 and they never showed any concern. In fact, when I had
10 the meeting with the commissioners and with Mr. Thomas
11 Hawkins, you know, who tried to use my time to question
12 me about Gainesville Citizens Care -- it was almost like
13 sitting here, the way he was treating me -- and he
14 starts going off on the settlement agreement with the
15 litigants.

16 And I wasn't one of the litigants and I said,
17 "You're talking to the wrong person. You know, I don't
18 know." And he said, "Well, don't you think it's
19 disingenuous that the settlement agreement has got to be
20 secret and you're wanting to see the contract?" And I
21 said, "Well, first of all, I have no part in the
22 settlement agreement."

23 And Mr. Washington then spoke as having been
24 their attorney and said that he could only tell them
25 that if they could get American Renewables and GREC to

1 unredact the contract, that he thought that all the
2 litigants would be real happy, you know, to make it
3 so the settlement agreement -- you know, that they had
4 no problem with the settlement agreement.

5 So he's going on and I said -- I reminded him of
6 me standing up there and looking him in the eye and
7 saying, "Please, this isn't fair to your constituents.
8 You've got these two redacted agreements and we can't
9 see what's in it." And his answer to that was he never
10 knew what was redacted because he only saw unredacted
11 versions, which, you know, to me is once again not -- he
12 works for me. He works for the citizens. His job is to
13 protect the citizens.

14 And to sit there after I had stood up in a public
15 meeting and shown black pages, he should have gone back
16 and said, "What are they complaining about? What's
17 redacted in here? Show me what they're saying." He
18 could have gone to the website.

19 Q. When the PPA Agreement -- the Purchase Power
20 Agreement -- was released in its completely unredacted
21 form, did you read it?

22 A. Uh-huh.

23 Q. Did you read it as soon as it came out?

24 A. Yes, I think so. And I even tried to compare the
25 redactions.

1 Q. Okay.

2 A. Now, we asked -- we started asking about the
3 termination for convenience clause immediately upon the
4 thing being redacted, and aside from Mr. Lowe saying
5 that he knew it, we all knew it and we're glad it's not
6 in there.

7 Q. Were you going to commission meetings by April of
8 2010?

9 A. Maybe. I really don't remember. I know I was at
10 some on other issues.

11 Q. Do you recall a commission meeting in April of
12 2010, when Mr. Hunzinger was asked about the termination
13 for convenience clause and an explanation he gave about
14 how it came out?

15 A. 2010 or '11?

16 Q. 2010.

17 A. No.

18 Q. April 15th, 2010, are you aware of a commission
19 meeting? Were you present at a commission meeting?

20 A. No, I was not present for sure.

21 Q. When did you start going to commission meetings?

22 A. I started going regularly in April of 2011,
23 regularly. I think I was watching them on TV in 2010
24 some. I may have been at some in -- I don't recall. I
25 was more aware of them and I know I watched some of them

1 on TV in 2010.

2 Q. Were you checking the agendas to see --

3 A. In 2010?

4 Q. Yeah, to see what was coming up?

5 A. No. You say April 15th. That was just in the
6 period that -- that was just in the period that I was
7 just really starting to look back and starting to see
8 and becoming aware and becoming active. Also during
9 that period I was president of this organization. I had
10 lots of other things, you know, on my plate.

11 MS. WARATUKE: Okay. I don't have anything else.

12 THE WITNESS: I did think of the third thing that
13 was changed from the binding agreement.

14 BY MS. WARATUKE:

15 Q. Okay. The term and the cost.

16 A. The term and the cost and the party to the
17 contract.

18 Q. Okay. And how did that change?

19 A. Nacogdoches Power was no longer Nacogdoches
20 Power. A new entity was created and they weren't
21 authorized to -- they never came back to the City
22 Commission when they started negotiating with an
23 entirely new entity.

24 MS. WARATUKE: Okay.

25 MS. LAHART: Mr. Dee, did you have any questions?

1 MR. DEE: I do. I'll just try to follow up. I
2 got confused about a few things along the way.

3 CROSS EXAMINATION

4 BY MR. DEE:

5 Q. Ms. Beaty, my name is David Dee. As you know,
6 I'm the attorney for Gainesville Renewable Energy
7 Center, LLC, if I could just ask a few follow-up. You
8 mentioned about a town hall meeting just a minute ago.
9 Was that the meeting that the Public Service
10 Commission --

11 A. No, no. This was held at one of the schools
12 here. I think they had two or three of them around town
13 for the commission to go out to the public, and this
14 meeting was at Talbot School. It was not on -- I think
15 the agenda was hear what the community has to say. I
16 don't know.

17 Q. Did you attend the meeting that the Public
18 Service Commission conducted here in City Hall?

19 A. No. I was not -- that was before the time I
20 really became aware of what was going on.

21 Q. Did you attend any of the meetings that were held
22 concerning the air construction permit that was issued
23 for the facility?

24 A. The court hearings?

25 Q. Yes, ma'am.

1 A. Yes, yes.

2 Q. Okay. Did you attend any of the hearings that
3 were held here in the courthouse concerning the power
4 plant site certification?

5 A. Yes.

6 Q. And do you recall when those were?

7 A. Summer of 2010?

8 Q. September, October 2010 perhaps?

9 A. August, September. There were a series of them,
10 August, September.

11 Q. And excuse me if I go over something that you
12 think you've already adequately addressed. I'm just
13 still trying to understand. So basically at this point
14 with regard to the negotiations that took place between
15 the city and my client GREC, you don't have any personal
16 knowledge about what did or did not transpire in those
17 negotiations?

18 A. They didn't invite me to the meeting.

19 Q. Okay. And so your only knowledge is what you've
20 read and what you've seen in the videos?

21 A. (Nods head affirmatively).

22 COURT REPORTER: Is that a yes?

23 THE WITNESS: Yes. I'm sorry.

24 MR. DEE: Thank you.

25 THE WITNESS: I'm sorry. Thank you.

1 BY MR. DEE:

2 Q. And I guess that's also true with regard to the
3 meetings that were held between Mr. Hunzinger and the
4 members of the City Commission prior to the May 2009
5 meeting when they approved the Power Purchase Agreement?

6 A. I was not in attendance.

7 Q. Right. Okay. Do you have any reason to believe
8 that Mr. Hunzinger delegated his decision making
9 authority to members of his staff?

10 A. That would be the basis of the suit, I believe.

11 Q. I understand. Okay. You didn't hear him
12 delegate authority to anybody?

13 A. No.

14 Q. Okay. And you didn't see him delegate authority
15 to anybody?

16 A. No.

17 Q. It's just what you've surmised based on what
18 you've read from the documents?

19 A. Correct.

20 Q. Has anybody ever come to you and said, "I know
21 that Bob Hunzinger delegated his decision making
22 authority to other members of his staff because I was
23 there, I saw it, I heard it"?

24 A. No, no.

25 Q. And who keeps the minutes of the meetings of

1 Gainesville Cares?

2 A. Well, who keeps them or who takes them?

3 Q. Well, both. Go ahead.

4 A. There are a couple of them that I have done, like
5 when I had the telephone meetings with Jack, Mr. Price,
6 to go forward, you know, with the suit and accept Mr.
7 Canney's resignation. I guess a couple of us took notes
8 and they aren't probably in regular minute form. There
9 haven't been that many meetings.

10 Q. Do you recall approximately how many?

11 A. Two or three, aside from the telephone ones.

12 Q. Okay. So now who keeps the minutes that were
13 taken of the Gainesville Care's meetings?

14 A. In whose possession are they?

15 Q. Yes. In whose possession are they?

16 A. I think I have them all now. I think at one of
17 the meetings Mr. Canney took the notes, maybe at two of
18 them, and I haven't really looked at the documents that
19 he gave me back.

20 Q. Okay. Mr. Price testified that -- or perhaps it
21 was you, but I thought it was Mr. Price that testified
22 that Gainesville Cares has a bank account; is that
23 correct?

24 A. I did.

25 Q. Oh, you did. I'm sorry. How much money did you

1 put in the bank account when you first created
2 Gainesville Cares?

3 A. Probably a hundred dollars.

4 Q. How much money --

5 A. I don't remember.

6 Q. I'm sorry. I keep jumping in and speaking over
7 you. I apologize. Do you know how much money is in the
8 bank account now?

9 A. Yeah.

10 Q. And the number is?

11 A. \$4800.

12 Q. Can you tell me generally how the amount
13 increased to \$4800?

14 A. People gave money.

15 Q. Okay. I was trying to not ask for names and
16 dates because I suspected counsel might not like that.
17 You had mentioned earlier that Josh Levine is one of the
18 people you identified as potential witnesses, and you
19 said that you had read his statements in the press. Did
20 he ever say anything about a sunshine law violation?

21 A. I don't believe so.

22 Q. So you're not relying on anything he's ever said
23 as support for the claims that --

24 A. I'm mostly relying on my head and my common sense
25 and ability to read and not my legal expertise.

1 Q. Yes, ma'am.

2 A. Or opinions of others.

3 Q. And you mentioned that you spoke to Skip Monasco
4 and he said that everything was done on the up-and-up.

5 Did he say anything else that gave you concern?

6 A. Did he say anything else that gave me concern?

7 I'll tell you what gave me concern, is that when we
8 started asking for public records and you ask for a
9 simple public record and all of a sudden the head of the
10 utilities starts answering you. That's what gave me
11 concern.

12 Q. In this case Gainesville Care has asked the court
13 to invalidate the contract, rule that it's void from the
14 outside. What do you think is going to happen at that
15 point if the judge grants your request?

16 A. If the judge were to grant my request, I would
17 expect that GREC has a power plant sitting on City of
18 Gainesville property for the next 45-ish, plus or minus,
19 years and they're free to sell their power to anybody
20 that they want, and that we wouldn't be obligated to buy
21 it.

22 MR. DEE: Just bear with me for one more minute.

23 MS. WARATUKE: While you're looking, can I follow
24 up on one question?

25 MR. DEE: Sure, go right ahead.

1 REDIRECT EXAMINATION

2 BY MS. WARATUKE:

3 Q. I mean, is there some reason that you believe
4 that the city would not be obligated to buy the power
5 from that plant?

6 A. As I understand the sunshine law, if the judge
7 were to rule in our favor, we have no contract.

8 Q. Do you have any notes of any meetings or
9 discussions you've had since 2008 in regard to the
10 issues in this lawsuit other than what you might have
11 had with your attorneys? I mean, whenever you --

12 A. I'm not a good note-taker. I don't do paper
13 well. I don't keep paper well. There's some notes I
14 have when I watched videos and I marked times, which
15 right now they're --

16 Q. Okay. So you didn't go back after you had a
17 meeting with one of the commissioners and type on your
18 computer sort of a summary of what was said during that
19 meeting or not?

20 A. I don't think so.

21 Q. Can you think of any notes that you have as a
22 result of conversations with anyone about the sunshine
23 law issues other than what you may have had from
24 meetings with your attorney?

25 A. No, I don't think so. Like I said, I don't do

1 paper and notes well. I wish I did sometimes.

2 MS. WARATUKE: Okay.

3 MR. DEE: Liz, did you have anything else?

4 MS. WARATUKE: No.

5 RECROSS EXAMINATION

6 BY MR. DEE:

7 Q. Okay. Do you know David Cook with Infinite
8 Energy?

9 A. No. Daren Cook?

10 Q. David Cook.

11 A. No. I don't know Daren either accept that I saw
12 him the other day.

13 Q. You're aware that Mr. Thomas Bussing challenged
14 the approval of the project?

15 A. Yes.

16 Q. Why did you not participate in those cases?

17 A. I was out of town when everybody was signing the
18 thing, and my husband and I were going back and forth
19 anyway about whether he wanted me to do that or not.
20 And I was out of town when they decided to go forward.

21 Q. Have you received any help from Mr. Bussing with
22 this case?

23 A. No, absolutely not.

24 Q. Have you received help from any of the folks that
25 were involved in the earlier environmental cases in this

1 case?

2 A. Received help meaning --

3 Q. Advice, assistance?

4 A. No, no advice.

5 Q. Money?

6 MS. LAHART: Objection. Who she received money
7 from is privileged.

8 THE WITNESS: We've shared documents.

9 BY MR. DEE:

10 Q. Could you just kind of tell me generally what
11 documents or what kinds of documents you shared?

12 A. Stuff found in the public record.

13 MR. DEE: I don't have any further questions for
14 you, ma'am. Thank you very much for your courtesy.

15 THE WITNESS: Thank you.

16 MS. WARATUKE: Read or waive, just for the
17 record?

18 MS. LAHART: Do you want to read your deposition
19 transcript?

20 THE WITNESS: No.

21 MS. LAHART: She waives.

22 (Thereupon, the witness was excused and the
23 deposition was concluded at 1:45 p.m.)

24

25

1 CERTIFICATE OF OATH

2 STATE OF FLORIDA:

3 COUNTY OF ALACHUA:

4

5 I, the undersigned authority, certify that
6 the witness, JO LEE R. BEATY, personally appeared before
7 me and was duly sworn.

8 WITNESS my hand and official seal this 19th
9 day of November, 2012.

10

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15 Rhonda D. Mashburn

16 Court Reporter/Notary Public

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1 REPORTER'S DEPOSITION CERTIFICATE

2

3 STATE OF FLORIDA:

4 COUNTY OF ALACHUA:

5 I, Rhonda D. Mashburn, Court Reporter and
6 Notary Public, certify that I was authorized to and
7 did stenographically report the deposition of JO LEE
8 R. BEATY; that a review of the transcript was not
9 requested; and that the transcript is a true and
10 complete record of my stenographic notes.

11 I further certify that I am not a relative,
12 employee, attorney, or counsel of any of the parties,
13 nor am I a relative or employee of any of the parties'
14 attorney or counsel connected with the action, nor am I
15 financially interested in the action.

16 DATED this 19th day of November, 2012.

17

18

19

20 Rhonda D. Mashburn

21 Court Reporter/Notary Public

22

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25