

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

APPEARANCES:

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I N D E X

WITNESS:	DIRECT	CROSS	REDIRECT	RECROSS
JO LEE R. BEATY				
By Ms. Waratuke	3		94	
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COURT REPORTER: Would you raise your right hand, please? Do you solemnly swear that the testimony you will give in this case will be the truth, the whole truth, and nothing but the truth, so help you God?

THE WITNESS: I do.

THEREUPON,

JO LEE R. BEATY

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

DIRECT EXAMINATION

BY MS. WARATUKE:

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

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

Q. And what is your address?

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

Q. Have you ever given a deposition before?

A. No.

Q. Okay.

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

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

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

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

A. All right. Thank you.

Q. Okay. What is your occupation?

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

Q. Some rental properties?

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

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

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

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

A. Jack of all trades.

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

of your working career?

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

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

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

Q. Like parks and recreation type commissioner?

A. Yeah.

Q. That would have been a nice job.

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

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

A. I was certified Special Ed K through 12,

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

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

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

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

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

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

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

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

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

A. I'm a director.

Q. Okay. And who are the other directors?

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

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

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

A. Mr. Price.

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

A. Right.

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

A. Correct.

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

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

Q. Okay. And when was it created?

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

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

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

Q. And by this issue, you mean --

A. The Gainesville biomass issue.

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

A. Uh-huh.

Q. When was he on the Board of Directors?

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

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

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

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

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

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

Q. So he did a formal letter of resignation?

A. I got a letter of resignation from him.

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

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

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

A. Yes.

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

A. A telephone board meeting, me and Mr. Price. There were only three directors. Now there are two. We haven't replaced Mr. Canney yet.

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

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

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

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

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

Q. Other people wanting to be on the board?

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

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

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

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

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

Q. When he ran for City Commission --

A. Right.

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

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

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

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

Q. Okay.

A. He is no longer officially our attorney.

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

A. Yes, he is.

Q. He still is?

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

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

Q. But does he attend the board meetings?

A. No.

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

A. No.

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

A. Correct.

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

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

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

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

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

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

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

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

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

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

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

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

Q. So it does have a bank account?

A. Uh-huh.

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

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

Q. Is it basically from contributions from people?

A. Yes.

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

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

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

A. Right.

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

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

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

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

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

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

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

A. What did we want?

Q. Right.

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

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

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

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

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

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

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

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

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

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

Q. Whether he was your attorney or not?

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

Q. Okay.

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

Q. July 2011?

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

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

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

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

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

the financial situation that they were putting us in.

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

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

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

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

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

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

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

or didn't agree with it.

They knew they had some brand new commissioners in that and we thought -- anyway, it didn't work. They were, I think, very defensive when we came in, very -- you know, really didn't want to see what we had to say. The intent I don't think was the same on both parties. They were concerned because Mr. Washington was an attorney, you know, and we're not going to talk because you're going to sue us. And he said, you know, "I'm not going to sue you."

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

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

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

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

Q. Okay.

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

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

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

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

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

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

Q. Okay. Well, let me just ask you this, because you had said something that sort of caught my ears. You said that you had wanted the commission to reconsider the agreement. You had wanted them to get it out. Would you have been satisfied if the City Commission had heard the matter again and still decided to go ahead with the Power Purchase Agreement, or did you just want it to go away?

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

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

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

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

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

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

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

You know, I served as a public commissioner and

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

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

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

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

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

A. Sorry.

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Yeah.

Q. So the election was in March of 2012?

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

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

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

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

A. Yeah, I believe so.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. You want to know what I knew?

Q. Right.

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

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

Q. Okay.

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

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

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

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

A. Sure, sure.

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

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

Q. Sure. Go ahead.

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

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

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

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

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

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

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

needs?

A. No.

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

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

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

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

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

A. About the coal fired plant?

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

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

Q. Right.

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

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

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

A. I was just trying to stay alive then.

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

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

Q. Prior to 2008?

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

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

A. No.

Q. You weren't?

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

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

A. On occasion, not regularly.

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

A. Yes. Disputes with the city? Yeah.

Q. What would that have been?

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

And I also had a thing where this neighbor called

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

Q. City Commission meetings and code enforcement?

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

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

A. Uh-huh.

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

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

Q. Paving the Greenway?

A. Yeah.

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

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

A. No.

Q. Did you watch it on television?

A. I didn't know it was happening.

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

A. On that date or earlier?

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

A. I knew they had gone away from the coal fired plant. I knew that they were -- what I recall is that there was going to be discussion about alternatives. And during the coal period, the couple commission meetings I saw, I saw some really creative people with proposals for all sorts of different things.

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

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

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

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

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

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

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

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

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

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

A. April and May of '08 regarding negotiations?

Q. Right, regarding starting the negotiations with Nacogdoches.

A. Yes.

Q. Have you watched them in their entirety?

A. I believe so.

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

A. Yes.

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

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

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

A. Uh-huh.

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

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

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

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

BY MS. WARATUKE:

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

A. Yes.

Q. All right.

A. Immediately prior or just prior?

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

A. (Nods head affirmatively).

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

A. Yeah.

MR. MCDERMOTT: This is on Exhibit 1?

MS. WARATUKE: Yes.

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

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

BY MS. WARATUKE:

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

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

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

A. Okay. It kind of sounded like it.

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

A. Yes.

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

A. Yes.

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

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

BY MS. WARATUKE:

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

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

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

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

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

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

Q. And you know that from watching the meeting?

A. From watching the minutes -- watching the

meeting.

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

A. Yeah.

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

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

THE WITNESS: You want me to look at it?

BY MS. WARATUKE:

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

A. These are the minutes of 2008?

Q. Right.

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

Q. Yes.

A. Yes.

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

A. Yeah.

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

A. The recommendation?

Q. Right.

A. Uh-huh.

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

A. Uh-huh.

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

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

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

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

Q. In the negotiations.

A. I guess I would say no to that.

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

A. That's correct.

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

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

Q. Have you seen them?

A. I've seen them.

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

A. Yes.

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

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

Q. Well, they were included --

A. They were in some of the iterations.

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

A. The iteration, yes.

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

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

Q. Right.

A. Yes.

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

A. Yes.

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

A. Yes.

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

A. No.

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

A. Yes.

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

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

Q. Okay.

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

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

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

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

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

BY MS. WARATUKE:

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

MS. LAHART: Is it in the minutes?

THE WITNESS: Is it in the minutes? Yes.

BY MS. WARATUKE:

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

A. Yes.

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

A. No.

Q. Did you watch the video of that meeting?

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

Q. Have you watched it more than once?

A. Yes.

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

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

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

A. Right.

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

A. No.

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

A. No.

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

A. No.

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

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

I'm sorry.

BY MS. WARATUKE:

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

A. No.

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

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

Q. What meeting was that from?

A. Huh?

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

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

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

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

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

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

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

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

out the -- called them props or something.

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

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

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

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

BY MS. WARATUKE:

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

A. Mr. Hunzinger's statements.

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

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

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

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

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

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

BY MS. WARATUKE:

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

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

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

A. E-mails.

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

recommending the agreement back to him?

A. I don't know specifically.

Q. Okay.

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

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

A. I don't know.

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

A. No.

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

A. No.

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

A. No.

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

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

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

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

A. Repeat that, please.

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

A. I don't know.

Q. You can't think of anything now?

MS. LAHART: Asked and answered.

THE WITNESS: Yeah. I mean, I --

MS. LAHART: Asked and answered.

BY MS. WARATUKE:

Q. So I guess your answer is nothing else?

A. I said I didn't know.

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

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

substantial changes from the binding proposal."

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

A. Oh, yeah.

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

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

Q. Was that in the binding proposal?

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

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

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

and then they just rattled them off.

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

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

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

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

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

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

the City Commission?

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

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

A. I guess that would be -- yeah.

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

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

MR. MCDERMOTT: Which paragraph?

MS. LAHART: Second sentence, paragraph 14.

MR. MCDERMOTT: Thank you.

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

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

BY MS. WARATUKE:

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

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

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

A. At which meeting?

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

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

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

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

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

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

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

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

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

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

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

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

A. Absolutely was not known to the public.

Q. Anything else?

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

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

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

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

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

Q. In the negotiations itself or what?

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

MS. LAHART: Is there a question pending?

BY MS. WARATUKE:

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

A. (Nods head affirmatively).

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

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

BY MS. WARATUKE:

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

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

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

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

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

A. On this? No.

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

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

Q. Anything else?

A. No.

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

A. Yes.

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

A. Yes.

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

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

A. Uh-huh.

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

A. Uh-huh.

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

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

MS. WARATUKE: Sure.

MR. DEE: Good suggestion.

(Thereupon, a brief recess was taken.)

BY MS. WARATUKE:

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

Bachmeier?

A. No.

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

A. The contract, I guess.

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

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

Q. Okay.

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

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

A. Okay.

Q. Josh Levine?

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

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

his involvement in this case?

A. What he's written, what he's stated in the press. Yeah, that would be it. And I don't know if I may have seen him -- I don't remember if I saw him testify at one of the legal proceedings or not.

Q. Were you at the PSC proceedings yourself?

A. Part of them.

Q. Which part did you go to?

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

Q. And what year do you recall that was?

A. It was 2010.

Q. Did you speak before the Public Service Commission?

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

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

A. I did speak there.

Q. What did you speak about at that proceeding?

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

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

Q. And did they do so?

A. No.

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

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

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

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

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

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

A. Who else went up there and spoke?

Q. Against it or was trying to oppose it.

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

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

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

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

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

BY MS. WARATUKE:

Q. Ray Washington?

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

Q. Paula Stahmer?

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

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

A. At that point, no.

Q. Why not?

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

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

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

Q. Okay. What about Jonathan Cole?

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

Q. Do you know what his role was?

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

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

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

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

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

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

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

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

A. Maybe to say hi.

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

A. No.

Q. Len Fagan, Jim Gordon?

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

Q. And what did you say?

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

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

A. The whole question?

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

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

Q. And that is what?

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

Q. Okay. Anything else?

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

Q. Okay. Kathy Viehe?

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

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

case.

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

Q. Anything else from Mr. Skop?

A. No.

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

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

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

A. No.

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

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

THE WITNESS: Yes.

BY MS. WARATUKE:

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

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

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

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

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

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

MS. LAHART: He's still an attorney.

MR. DEE: But not her attorney.

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

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

about this.

BY MS. WARATUKE:

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

A. Uh-huh.

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

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

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

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

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

COURT REPORTER: Yes.

BY MS. WARATUKE:

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

A. Uh-huh.

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

A. Uh-huh.

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

THE WITNESS: Yes. I'm sorry.

MR. MCDERMOTT: Thank you.

THE WITNESS: Yes, twice yes.

BY MS. WARATUKE:

Q. And do you recall when you got that?

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

Q. Which RUC meeting are you referring to?

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

Q. Of what year?

A. Eleven.

Q. Okay.

A. It was the big one.

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

A. No, no.

Q. Okay.

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

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

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

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

A. Ms. LaHart.

Q. And no one else?

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

Q. Is there a written agreement that you have?

A. No. We have an oral agreement.

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

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

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

A. Correct.

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

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

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

A. Uh-huh.

Q. What was that neighbor's name?

A. Etemadi.

Q. How do you spell that?

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

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

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

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

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

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

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

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

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

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

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

A. Yes.

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

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

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

A. I saw her, yeah.

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

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

spoke in May of 2008, I know that.

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

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

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

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

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

A. That's a really interesting question.

Q. Inartful, I'm sure.

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

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

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

A. Uh-huh.

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

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

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

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

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

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

BY MS. WARATUKE:

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

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

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

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

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

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

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

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

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

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

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

A. Uh-huh.

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

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

Q. Okay.

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

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

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

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

A. 2010 or '11?

Q. 2010.

A. No.

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

A. No, I was not present for sure.

Q. When did you start going to commission meetings?

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

on TV in 2010.

Q. Were you checking the agendas to see --

A. In 2010?

Q. Yeah, to see what was coming up?

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

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

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

BY MS. WARATUKE:

Q. Okay. The term and the cost.

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

Q. Okay. And how did that change?

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

MS. WARATUKE: Okay.

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

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

CROSS EXAMINATION

BY MR. DEE:

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

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

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

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

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

A. The court hearings?

Q. Yes, ma'am.

A. Yes, yes.

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

A. Yes.

Q. And do you recall when those were?

A. Summer of 2010?

Q. September, October 2010 perhaps?

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

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

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

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

A. (Nods head affirmatively).

COURT REPORTER: Is that a yes?

THE WITNESS: Yes. I'm sorry.

MR. DEE: Thank you.

THE WITNESS: I'm sorry. Thank you.

BY MR. DEE:

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

A. I was not in attendance.

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

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

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

A. No.

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

A. No.

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

A. Correct.

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

A. No, no.

Q. And who keeps the minutes of the meetings of

Gainesville Cares?

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

Q. Well, both. Go ahead.

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

Q. Do you recall approximately how many?

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

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

A. In whose possession are they?

Q. Yes. In whose possession are they?

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

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

A. I did.

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

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

A. Probably a hundred dollars.

Q. How much money --

A. I don't remember.

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

A. Yeah.

Q. And the number is?

A. \$4800.

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

A. People gave money.

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

A. I don't believe so.

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

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

Q. Yes, ma'am.

A. Or opinions of others.

Q. And you mentioned that you spoke to Skip Monasco and he said that everything was done on the up-and-up. Did he say anything else that gave you concern?

A. Did he say anything else that gave me concern? I'll tell you what gave me concern, is that when we started asking for public records and you ask for a simple public record and all of a sudden the head of the utilities starts answering you. That's what gave me concern.

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

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

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

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

MR. DEE: Sure, go right ahead.

REDIRECT EXAMINATION

BY MS. WARATUKE:

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

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

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

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

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

A. I don't think so.

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

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

paper and notes well. I wish I did sometimes.

MS. WARATUKE: Okay.

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

MS. WARATUKE: No.

REXCROSS EXAMINATION

BY MR. DEE:

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

A. No. Daren Cook?

Q. David Cook.

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

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

A. Yes.

Q. Why did you not participate in those cases?

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

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

A. No, absolutely not.

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

case?

A. Received help meaning --

Q. Advice, assistance?

A. No, no advice.

Q. Money?

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

THE WITNESS: We've shared documents.

BY MR. DEE:

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

A. Stuff found in the public record.

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

THE WITNESS: Thank you.

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

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

THE WITNESS: No.

MS. LAHART: She waives.

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

CERTIFICATE OF OATH

STATE OF FLORIDA:

COUNTY OF ALACHUA:

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

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

Rhonda D. Mashburn

Court Reporter/Notary Public

REPORTER'S DEPOSITION CERTIFICATE

STATE OF FLORIDA:

COUNTY OF ALACHUA:

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

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

DATED this 19th day of November, 2012.

Rhonda D. Mashburn
Court Reporter/Notary Public