

DISTRICT OF COLUMBIA  
+ + + + +  
ALCOHOLIC BEVERAGE CONTROL BOARD  
+ + + + +  
MEETING

p-----»  
IN THE MATTER OF: :  
 :  
Washington 009, LLC :  
t/a McFadden's :  
2401 Pennsylvania Avenue, NW : Fact Finding  
Retailer Class CR : Hearing  
License No. 60591 :  
Case No. 11-CMP-00493 :  
ANC 2A :  
Violation of Voluntary :  
Agreement :  
p-----¼

FEBRUARY 15, 2012

The Alcoholic Beverage Control  
Board met in the Alcoholic Beverage Control  
Hearing Room, Reeves Building, 2000 14th

Street, N.W., Washington, D.C., Ruthanne  
Miller, Chairperson, presiding.

PRESENT

RUTHANNE MILLER, Chairperson  
NICK ALBERTI, Member  
DONALD BROOKS, Member

HERMAN JONES, Member  
JEANNETTE MOBLEY, Member  
CALVIN NOPHLIN, Member  
MIKE SILVERSTEIN, Member

ALSO PRESENT

FELICIA MARTIN, ABRA

P-R-O-C-E-E-D-I-N-G-S

2:43 p.m.

CHAIRPERSON MILLER: The next case on the calendar is a fact finding hearing, case No. 11-CMP-00593 of McFadden's located at 2401 Pennsylvania Avenue, N.W., License No. 60591 in ANC 2A.

Before you introduce yourselves, I just want to say that pursuant to 23 DCMR 1611.1 a fact finding hearing is a non-contested case that the Board may hold to obtain further information from an appellant or licensee before rendering a final decision on the licensing request or an investigation conducted by ABRA. There's no sworn testimony or cross-examination at a fact finding hearing. Also a licensee shall not be fined, suspended or revoked at a fact finding hearing. However, information provided at a fact finding hearing may result in the issuance of a show cause notice pursuant to 23 DCMR 1604.

1                   Okay.  Would the parties at the  
2                   table please introduce yourselves for the  
3                   record?

4                   INVESTIGATOR MARTIN:  Hi.  Good  
5                   afternoon.  Investigator Felicia Martin with  
6                   ABRA.

7                   MR. O'BRIEN:  Stephen O'Brien for  
8                   the Licensee.  I'm accompanied to my immediate  
9                   left by John Sullivan, managing member of the  
10                  Licensee.  And on my far left is Chris Fox,  
11                  who is an ABC manager and present for some of  
12                  the matters that we're the subject of today's  
13                  hearing.

14                  CHAIRPERSON MILLER:  Okay.  Is  
15                  everybody here?  All your witnesses?  All your  
16                  people?  Okay.

17                  MR. O'BRIEN:  Well, I had  
18                  requested the presence of Investigator  
19                  Mathieson here.

20                  CHAIRPERSON MILLER:  Right.

21                  MR. O'BRIEN:  And I was told  
22                  yesterday afternoon that she could not be here

1 because of training.

2 CHAIRPERSON MILLER: Okay.

3 MR. O'BRIEN: I had suggested then  
4 if that was the case this ought to be  
5 continued, but the problem is I couldn't get  
6 any confirmation of that last night and Mr.  
7 Sullivan was traveling from New York this  
8 morning to be here.

9 CHAIRPERSON MILLER: Right. Okay.  
10 The Board wants to go forward on this fact  
11 finding. It's just a fact finding. So why  
12 don't we start with our investigator now?

13 INVESTIGATOR MARTIN: Yes, on  
14 Saturday, November 12th of 2011 my supervisor,  
15 Investigator Jermaine Matthews, asked me to  
16 visit McFadden's to determine whether or not  
17 if they were in compliance with their  
18 voluntary agreement as the relevant parts  
19 pertaining to the MPD reimbursable detail.

20 I was able to obtain a copy of the  
21 establishment's voluntary agreement which was  
22 entered on September 8th, 2005 and accepted by

1 the Board on October 12th, 2005. And it  
2 states in relevant parts that if the District  
3 of Columbia has a police detail to assist,  
4 that the establishment will incorporate MPD  
5 reimbursable detail to assist them with their  
6 operations.

7 So on Saturday, November 12th I  
8 visited McFadden's. And upon arrival I saw  
9 that there was an MPD vehicle just a few  
10 distance away from the entrance. I made my  
11 way over to the scout car, the marked cruiser,  
12 identified myself and asked the officers were  
13 they part of the MPD reimbursable detail, and  
14 those officers advised me that they were not.

15 I then made my way to the  
16 establishment, identified myself and asked to  
17 speak with the ABC manager or the owner.  
18 Christopher Fox appeared, identified himself  
19 as the assistant general manager. I explained  
20 to Mr. Fox the reason for my visit and asked  
21 him the status of the MPD reimbursable detail.

22 Mr. Fox pretty much stated that he

1 was aware of the establishment's having the  
2 MPD reimbursable detail. He was put on notice  
3 approximately a week prior to my arrival by  
4 ABRA Investigator Erin Mathieson. And Mr. Fox  
5 went on to say that he knows that their  
6 establishment paid for an MPD reimbursable  
7 detail.

8 And that when I asked him to show  
9 me some invoices to show that they in fact did  
10 their part and quite possibly the ball was  
11 dropped on the police department's part, could  
12 he show me those invoices so I'd be able to  
13 incorporate that in my findings. Mr. Fox  
14 stated that he sends the invoices to their  
15 Boston office and he had no access to them.

16 As Mr. Fox and I were talking he  
17 did state he saw another officer, a police  
18 officer who was entering a building, the  
19 residential part of the building. McFadden's  
20 is located at 2401 Pennsylvania Avenue, north  
21 by west. It takes up approximately a half a  
22 block. If you're looking directly at the

1 establishment, to the right is McFadden's, to  
2 the left are residents. The police officer  
3 was actually going into the residential part  
4 of the building. So Mr. Fox identified that  
5 officer as their MPD reimbursable officer.

6 I then had a conversation with  
7 that officer who identified himself as Michael  
8 Cears and asked him was he part of the MPD  
9 reimbursable detail and Officer Cears stated  
10 no, that his direct responsibilities were for  
11 the residents of that building, both inside  
12 and out. He then showed me an exact location  
13 in the wall where his responsibility ends on  
14 the inside of the building.

15 Officer Cears then went with me to  
16 have a conversation with Mr. Fox as it related  
17 to his responsibilities and told Mr. Fox that  
18 he's not responsible for any of the actions of  
19 those patrons at his establishment. Officer  
20 Cears didn't state that he has not helped the  
21 establishment. He just pointed out that at  
22 that particular time they needed immediate

1 assistance and he contacted the police  
2 dispatcher to have them send another officer  
3 to assist the establishment.

4 Mr. Fox also, prior to us talking  
5 to the police officer, used his cell phone to  
6 contact someone, the general manager, to help  
7 facilitate some answers for me as to where is  
8 the MPD detail that should be there at that  
9 time. At the conclusion of that call Mr. Fox  
10 just reiterated that it's pretty much out of  
11 his hands.

12 He gave me the story that the  
13 building manager is the one who's responsible  
14 for getting the officers there. I asked him  
15 did he ask -- not the building manager, but  
16 the owner of the building was responsible for  
17 providing them with MPD detail. And so at the  
18 conclusion of the conversation that he had  
19 with someone on the phone, that same statement  
20 was re-echoed.

21 So once my investigation was over,  
22 I still did not get a clear answer as to what

1 is their position on the MPD reimbursable  
2 detail, why were they not there on that night.

3 CHAIRPERSON MILLER: Thank you.

4 Does the Board have questions at this time?

5 (No audible response.)

6 CHAIRPERSON MILLER: Do you have  
7 any questions --

8 MR. O'BRIEN: Yes, I do.

9 CHAIRPERSON MILLER: -- Mr.  
10 O'Brien?

11 MR. O'BRIEN: Yes, I do.

12 CHAIRPERSON MILLER: Yes.

13 MR. O'BRIEN: Investigator Martin,  
14 you stated that the voluntary agreement  
15 requires the establishment to participate in  
16 the reimbursable detail program.

17 INVESTIGATOR MARTIN: Yes, sir.

18 MR. O'BRIEN: It doesn't actually  
19 say that, does it?

20 INVESTIGATOR MARTIN: Just your  
21 indulgence so I can read it in its entirety,  
22 please.

1 MR. O'BRIEN: Sure. Take your  
2 time.

3 INVESTIGATOR MARTIN: No, it  
4 doesn't use the word "require."

5 MR. O'BRIEN: And it doesn't use  
6 the words "reimbursable detail," does it?

7 INVESTIGATOR MARTIN: It does.

8 MR. O'BRIEN: Where does it say  
9 that?

10 INVESTIGATOR MARTIN: The last --  
11 on page 2, above "Exhibits Attached," the very  
12 first word is "reimbursable detail."

13 MR. O'BRIEN: Page 2, "Exhibits  
14 Attached?"

15 INVESTIGATOR MARTIN: Above the  
16 word "Exhibits Attached," the paragraph above,  
17 the very first words in the paragraph says  
18 "reimbursable detail."

19 MR. O'BRIEN: Well, I see it says,  
20 "Reimbursable detail means an assignment of  
21 MPD officers."

22 INVESTIGATOR MARTIN: Yes, sir.

1 MR. O'BRIEN: Okay. That's not in  
2 the voluntary agreement, is it?

3 INVESTIGATOR MARTIN: Yes, sir.

4 MR. O'BRIEN: Show is, please,  
5 where in the voluntary agreement that is.

6 INVESTIGATOR MARTIN: I don't have  
7 the voluntary agreement in its entirety. I  
8 copied from the relevant parts of the  
9 voluntary agreement.

10 CHAIRPERSON MILLER: What were you  
11 quoting from, excuse me, when you said there  
12 was reimbursable detail mentioned?

13 INVESTIGATOR MARTIN: On page 2.

14 CHAIRPERSON MILLER: On page 2 of  
15 what?

16 INVESTIGATOR MARTIN: Of my --

17 CHAIRPERSON MILLER: Of your  
18 report?

19 INVESTIGATOR MARTIN: Of my  
20 report.

21 CHAIRPERSON MILLER: Okay.

22 MEMBER SILVERSTEIN: Investigator,

1 do you have your -- the mic on?

2 INVESTIGATOR MARTIN: I'm not  
3 certain, sir. I don't know how to operate it.

4 MEMBER ALBERTI: Can I just  
5 interject with something that might be  
6 helpful? Mr. O'Brien, I believe we have a  
7 report from Erin Mathieson which has the  
8 voluntary agreement attached, and maybe you  
9 could provide that to --

10 MR. O'BRIEN: I was going to  
11 share --

12 MEMBER ALBERTI: Oh, you have a  
13 copy?

14 MR. O'BRIEN: I was going to share  
15 my copy.

16 MEMBER ALBERTI: Okay. Well, I  
17 just want to let you know that we have it also  
18 here.

19 MR. O'BRIEN: Thank you. That is  
20 very helpful, Mr. Alberti. Thank you.

21 Investigator Mathieson, I'm going  
22 to pass over my copy of the September 8th,

1 2005 voluntary agreement. Do you recognize  
2 that as the agreement that you reviewed?

3 INVESTIGATOR MARTIN: No, sir, I  
4 do not.

5 MR. O'BRIEN: Okay. Did you  
6 review a different agreement?

7 INVESTIGATOR MARTIN: Quite  
8 possibly, sir. Quite possibly I did. I would  
9 ask if I could actually have the copy that I  
10 submitted.

11 MR. O'BRIEN: Sure.

12 INVESTIGATOR MARTIN: Okay. I'm  
13 ready to clarify.

14 MR. O'BRIEN: If you want to  
15 clarify, please.

16 INVESTIGATOR MARTIN: Yes, the  
17 paragraph that I spoke upon, Exhibits  
18 attached, where it states "reimbursable  
19 detail," that's the legal definition under  
20 DCMR for what a reimbursable detail means.

21 MR. O'BRIEN: And you took that  
22 out of the statute?

1 INVESTIGATOR MARTIN: I did.

2 MR. O'BRIEN: Okay. Would you now  
3 agree then that the voluntary agreement does  
4 not require reimbursable detail in those  
5 words?

6 INVESTIGATOR MARTIN: I can say,  
7 yes, the voluntary agreement does not use the  
8 word "reimbursable detail," correct.

9 MR. O'BRIEN: Now you concluded on  
10 this Saturday night that you visited that the  
11 Licensee was in violation of the voluntary  
12 agreement --

13 INVESTIGATOR MARTIN: Yes.

14 MR. O'BRIEN: -- by not having a  
15 reimbursable detail.

16 INVESTIGATOR MARTIN: Yes, sir.

17 MR. O'BRIEN: Okay. What was the  
18 basis for that conclusion?

19 Let me ask a better question.  
20 Where does the requirement exist that a  
21 policeman, apart from whether we use the word  
22 "reimbursable detail" or not, be present on

1 Saturday night?

2 INVESTIGATOR MARTIN: Where I have  
3 listed in my report, under No. 6 of the  
4 voluntary agreement, where it states that if  
5 the District of Columbia institutes a  
6 procedure whereby licensees can hire police  
7 for patrolling the outside of the premises,  
8 they will become an active participant in said  
9 plan.

10 MR. O'BRIEN: And did you  
11 interpret that to mean that there must be a  
12 police officer present on a Saturday night?

13 INVESTIGATOR MARTIN: I actually  
14 interpreted it that as the MPD reimbursable  
15 detail. That's the only detail we enforce.

16 MR. O'BRIEN: Okay. I understand  
17 that. Putting aside the distinction of  
18 whether the police officers were part of the  
19 reimbursable detail, from what circumstance  
20 did you conclude that there should have been  
21 a police officer there on Saturday night as  
22 opposed to say Monday night?

1                   INVESTIGATOR MARTIN: Based on the  
2 reimbursable detail.

3                   MR. O'BRIEN: What part of the  
4 reimbursable detail?

5                   INVESTIGATOR MARTIN: Where it  
6 specifically states than an officer should be  
7 patrolling the surrounding area of the  
8 establishment.

9                   MR. O'BRIEN: Okay. Do you  
10 interpret that to mean -- and you're quoting  
11 now from the voluntary agreement, correct?

12                   INVESTIGATOR MARTIN: I'm quoting  
13 from the definition of what a reimbursable  
14 detail is.

15                   MR. O'BRIEN: But is what you're  
16 doing taking the definition of reimbursable  
17 detail, that I can represent to you was  
18 enacted after the voluntary agreement was  
19 signed, and somehow grafting that into the  
20 voluntary agreement?

21                   INVESTIGATOR MARTIN: What I'm  
22 actually doing here is -- I understood what

1 the voluntary agreement stated where it states  
2 that the Licensee can hire police. And then  
3 I understood what the reimbursable detail is  
4 for, solely just for the establishment to  
5 solicit MPD to assist them, to hire them  
6 specifically for their -- to do that job, to  
7 -- protection for the outside of the  
8 establishment.

9 MR. O'BRIEN: Would you agree that  
10 even under the definition of reimbursable  
11 detail that's in the statute there's no  
12 specification of dates or times that the  
13 police officers have to be present?

14 INVESTIGATOR MARTIN: That's  
15 correct.

16 MR. O'BRIEN: All right. So how  
17 then did you conclude that they were in  
18 violation by not having the police officer  
19 there Saturday night?

20 INVESTIGATOR MARTIN: Because the  
21 reimbursable detail are those officers who are  
22 specifically assigned to that particular

1 establishment versus a routine patrol officer  
2 who's assigned to that entire district.

3 MR. O'BRIEN: I think my questions  
4 have made my point. I'm going to move on.

5 Your report at the top of page 2  
6 says that Mr. Fox -- well, met go back just a  
7 second. You were there on November 12th?

8 INVESTIGATOR MARTIN: Yes.

9 MR. O'BRIEN: Of 2011?

10 INVESTIGATOR MARTIN: Yes.

11 MR. O'BRIEN: And I see that your  
12 report is dated December 10th of 2011.

13 INVESTIGATOR MARTIN: Okay.

14 MR. O'BRIEN: Okay. What did you  
15 do with respect to this matter between your  
16 visit on November 12th and the date that you  
17 prepared the report and submitted the report,  
18 December 10th?

19 INVESTIGATOR MARTIN: I only went  
20 to that establishment just that one night, on  
21 November 12th. The report goes through a  
22 series of -- a process before it's actually

1 approved.

2 MR. O'BRIEN: Well, I understand  
3 that it's a process before it's approved by  
4 your supervisor and by the chief investigator.

5 INVESTIGATOR MARTIN: Yes, sir.

6 MR. O'BRIEN: But the first step  
7 in that process is your submission of the  
8 report, correct?

9 INVESTIGATOR MARTIN: Yes, sir.

10 MR. O'BRIEN: Okay. And you  
11 submitted it on the 10th of December?

12 INVESTIGATOR MARTIN: May I see --  
13 mine was dated. Can I see this?

14 MR. O'BRIEN: Sure. Absolutely.

15 INVESTIGATOR MARTIN: Yes, the  
16 report is signed December 10th.

17 MR. O'BRIEN: By you?

18 INVESTIGATOR MARTIN: 2011. Yes,  
19 sir.

20 MR. O'BRIEN: Yes. And do I  
21 understand correctly then that between your  
22 visit on November 12th and your filing of your

1 report on December 10th you did nothing  
2 further with respect to this matter?

3 INVESTIGATOR MARTIN: That's  
4 correct.

5 MR. O'BRIEN: Okay. Now the  
6 second page of your report near the top; and  
7 I'll be glad to show it to you again, says  
8 that Mr. Fox, who we know to be the manager  
9 who you interviewed, said that he first became  
10 aware of the requirement to have MPD officers  
11 at the establishment when ABRA Investigator  
12 Erin Mathieson advised the establishment the  
13 week prior. Do you see where you wrote that?

14 INVESTIGATOR MARTIN: Yes, sir.

15 MR. O'BRIEN: All right. Now in  
16 that period of time between when you were  
17 there and when you wrote your report did you  
18 inquire of Investigator Mathieson what she  
19 might know about this?

20 INVESTIGATOR MARTIN: I can't  
21 answer that. I don't know.

22 MR. O'BRIEN: You don't have any

1 recollection that you did?

2 INVESTIGATOR MARTIN: No, I don't  
3 know if I spoke with her.

4 MR. O'BRIEN: All right. At any  
5 time up until the moment we sit here today  
6 have you been aware that Investigator  
7 Mathieson filed a report dealing with  
8 compliance with the voluntary agreement by  
9 this Licensee?

10 INVESTIGATOR MARTIN: I was aware  
11 through my supervisor that Investigator  
12 Mathieson had a case with McFadden's.

13 MR. O'BRIEN: Okay. And were you  
14 aware that Investigator Mathieson investigated  
15 whether the Licensee was in compliance with  
16 the requirement that police officers be  
17 present?

18 INVESTIGATOR MARTIN: I can't say  
19 I did. I didn't talk to Investigator  
20 Mathieson.

21 CHAIRPERSON MILLER: Now, I just  
22 want to pop in here a little bit because it's

1 a fact finding. It's not a show cause. And  
2 I want to let you know that the Board is very  
3 aware that there's language in the voluntary  
4 agreement, you know, that's at issue, whether  
5 or not that means really a reimbursable detail  
6 or whether that means something else. So I  
7 think what we're interested in is, No. 1,  
8 whatever else is that you have, does that  
9 satisfy what reimbursable detail would do? Is  
10 it very comparable? So I would really like to  
11 hear more about what kind of police patrolling  
12 is there that you believe satisfies the  
13 requirement.

14 MR. O'BRIEN: I can --

15 CHAIRPERSON MILLER: I mean, I  
16 think that it's really -- it's not our  
17 investigator's job really to interpret the  
18 voluntary agreement per se in this proceeding.  
19 I mean, that's what we're going to do.

20 And the other question I do have  
21 is, just to focus a little bit, is there are  
22 parties to a voluntary agreement, and I don't

1 know if either of the people are here or where  
2 -- how the ANC interprets this provision.  
3 They're not here at this table today. Whether  
4 you have communicated with them at all.

5 So I just want to throw that out  
6 because that's some of what the Board is  
7 hoping to hear.

8 MR. O'BRIEN: Okay. Well, I can  
9 try to shorten this. Has the Board reviewed  
10 Investigator Mathieson's report?

11 CHAIRPERSON MILLER: Yes, the  
12 Board has in its record both reports. Yes.

13 MR. O'BRIEN: Okay. And has seen  
14 all the exhibits with respect to canceled  
15 checks and everything?

16 MEMBER ALBERTI: Yes. May I  
17 interject?

18 CHAIRPERSON MILLER: Yes.

19 MEMBER ALBERTI: Mr. O'Brien, we  
20 have seen Erin Mathieson's report. All right?  
21 To me anyway; and I think this view is shared  
22 by my fellow Board members, that it validates

1       that the landlord hires a security officer to  
2       patrol the premise to some degree and that the  
3       Licensee contributes to that. All right? So  
4       we're aware of that and we don't dispute that.  
5       All right?

6                   MR. O'BRIEN: Okay.

7                   MEMBER ALBERTI: I think the real  
8       question here is do the two parties to this --  
9       the voluntary agreement is very vague.

10                  MR. O'BRIEN: Yes.

11                  MEMBER ALBERTI: And hopefully you  
12       see that. And I think the --

13                  MR. O'BRIEN: My questions  
14       suggested that, I think.

15                  MEMBER ALBERTI: Yes, it's very  
16       vague, and we recognize that. And so we have  
17       a dilemma here.

18                  So my question is do the two  
19       parties to the voluntary agreement believe  
20       that what exists now in terms of the way the  
21       -- who is hired to do the -- as a security  
22       guard, how they're hired and the extent of

1 their responsibilities, does that meet the  
2 requirements of item 6 in the voluntary  
3 agreement?

4 MR. O'BRIEN: Right.

5 MEMBER ALBERTI: And only you and  
6 the ANC can answer that. Have you had any  
7 dialogue with the ANC over that?

8 MR. O'BRIEN: No. I can -- with  
9 respect to whether it satisfies the  
10 requirements of the voluntary agreement.

11 MEMBER ALBERTI: Okay. And that's  
12 what we're interested in.

13 MR. O'BRIEN: Okay. I know that  
14 Investigator Martin's report said that Officer  
15 Cears, spelled C-E-A-R-S, said that his  
16 responsibility is limited to a certain point  
17 and that Officer Cears pointed to something on  
18 the wall, which I'm guessing meant that --  
19 maybe Investigator Martin can answer this, the  
20 difference between the residential portion and  
21 McFadden's.

22 INVESTIGATOR MARTIN: It was just

1 a brick wall that had a definite defining line  
2 to Officer Cears, where his responsibility  
3 ended.

4 MEMBER ALBERTI: Okay. What was  
5 on either side of that brick wall?

6 INVESTIGATOR MARTIN: On the --  
7 I'm not certain if you have an exhibit, the  
8 photograph, but on the -- standing in front of  
9 the point where Officer Cears stated where his  
10 responsibility ends, to the right is  
11 McFadden's and to the left of that dividing  
12 point is Officer Cears' responsibility, which  
13 are the residences.

14 MEMBER ALBERTI: Okay. Thank you.

15 CHAIRPERSON MILLER: So you're  
16 saying -- so that officer who was on duty then  
17 said basically his responsibility was to the  
18 residential building basically and not to  
19 McFadden's?

20 INVESTIGATOR MARTIN: He was  
21 adamant he has nothing to do with McFadden's.

22 CHAIRPERSON MILLER: And what time

1 and day was that?

2 INVESTIGATOR MARTIN: I want to  
3 say I got to McFadden's approximately 11:30,  
4 midnight.

5 CHAIRPERSON MILLER: And what day  
6 of the week?

7 INVESTIGATOR MARTIN: I'm sorry?

8 CHAIRPERSON MILLER: What day of  
9 the week? Saturday?

10 INVESTIGATOR MARTIN: That was a  
11 Saturday, yes.

12 CHAIRPERSON MILLER: Saturday?  
13 Okay.

14 Yes, could you address that?

15 MR. O'BRIEN: Sure.

16 CHAIRPERSON MILLER: Okay.

17 MR. O'BRIEN: Yes, ma'am, I should  
18 say.

19 Your report at the top of the  
20 second page, the end of the partial paragraph  
21 begins at the top of the second page. The  
22 second line from the bottom says, "Mr. Fox, he

1 pointed out a police officer entering a nearby  
2 building and identified him as the officer  
3 assigned to the reimbursable detail and  
4 responsible for their coverage."

5 In fact, it's one building, is it  
6 not? The residential and McFadden's is all in  
7 a single building?

8 INVESTIGATOR MARTIN: Yes.

9 MR. O'BRIEN: Okay. Now at this  
10 point the witness -- I shouldn't say the  
11 witness, Officer Martin said she has not read  
12 Officer -- I'm sorry Investigator Martin said  
13 she had not read Investigator Mathieson's  
14 report. But in answer to Mr. Alberti's  
15 questions I'd invite the attention of the  
16 Board to Officer Mathieson's report, which is  
17 11-251-340.

18 At the bottom of the second page,  
19 at the very bottom there's a beginning of a  
20 paragraph. "On Tuesday, November 15th," which  
21 I will parenthetically point out is within  
22 three days of Officer Martin's visit,

1 "Investigator Mathieson spoke telephonically  
2 with Veronica Jimenez, property manager for  
3 Brookfield Office Properties and the 2401  
4 building. Ms. Jimenez stated that there was  
5 a private MPD detail that is paid for by  
6 McFadden's to cover both the commercial and  
7 residential portion of the building."

8 And then I would ask that the  
9 Board go down the next page to the full  
10 paragraph in the middle of the page. It's the  
11 last paragraph before "Exhibits Attached."

12 "On Saturday, November 19th Investigator  
13 Mathieson spoke telephonically with Joel  
14 Woolridge, security coordinator, who stated  
15 that the hours are" -- I'm in the middle of  
16 the paragraph. "Mr. Woolridge also indicated  
17 that the officers enter both the residential  
18 and commercial portion of the building and are  
19 able to make arrests if needed and to complete  
20 251s as needed."

21 And I would go now back to  
22 Investigator Martin's report where she said,

1 "Officer Cears, although apparently  
2 disclaiming any responsibility beyond the  
3 certain at a brick wall, said that he had  
4 recently assisted McFadden's when a patron  
5 refused to pay their bill and he contacted the  
6 dispatcher for a 2nd District police officer  
7 to respond."

8 Now I don't know exactly what was  
9 in Officer Cears' mind, but it is clear that  
10 the people who were paying Officer Cears, the  
11 landlord, believes it is for the entire  
12 building; that is, the residential and  
13 commercial. I trust that's responsive to the  
14 Board member's question.

15 CHAIRPERSON MILLER: Could you  
16 actually or one of your witnesses describe  
17 what the situation is with police that you  
18 use?

19 MR. O'BRIEN: Sure.

20 CHAIRPERSON MILLER: And when you  
21 use it and how that --

22 MR. O'BRIEN: Yes, I'll --

1                   CHAIRPERSON MILLER: How many you  
2 use?

3                   MR. O'BRIEN: I'll let Mr.  
4 Sullivan describe it. John Sullivan.

5                   CHAIRPERSON MILLER: Thank you.

6                   MR. SULLIVAN: If I could just  
7 touch on a couple of things, if it's okay?

8                   CHAIRPERSON MILLER: Yes.

9                   MR. SULLIVAN: You had said about  
10 the two parties for the agreement and how they  
11 -- what their intent was when the voluntary  
12 agreement was enacted. I was one of the  
13 parties to that. There was no other option to  
14 hire police. So this suggestion came from the  
15 ANC and in conjunction with working with the  
16 building to this in place so the building  
17 could hire them and pay them and they could  
18 bill as additional rent, which they've been  
19 doing, every Thursday, Friday, Saturday for  
20 the last seven years.

21                   So and until we got the first time  
22 that one of the two investigators were coming

1 on separate nights over this one-week period,  
2 we didn't know there was even a question of  
3 wanting to do it another way. And to be  
4 blunt, I didn't know we could get reimbursed  
5 part of the money from a program that's  
6 existing there. And I could go further on to  
7 what we've done since this discussion, but --  
8 I'm sorry, there was -- was there a specific  
9 question?

10 CHAIRPERSON MILLER: Well, I  
11 wanted to know what you actually do. How many  
12 police officers you have.

13 MR. SULLIVAN: Oh, I'm sorry.  
14 There's two police officers and they're there  
15 Tuesday, Thursday, Friday and Saturday night.  
16 And the approximate time is like 11:00 until  
17 2:00 a.m., or 11:00 until 3:00. I think it  
18 varies a little bit. And their job is to  
19 basically kind of walk the sidewalk between  
20 the entrance to the residential portion of the  
21 building and our storefront and kind of go  
22 back and forth. Do they migrate a little bit

1 more in front of the residential building?

2 They probably do, but they go back and forth  
3 and patrol the sidewalk.

4 CHAIRPERSON MILLER: How many?

5 MR. SULLIVAN: Two officers.

6 CHAIRPERSON MILLER: Two? Okay.

7 MR. O'BRIEN: Would you tell the  
8 Board how much you pay on the average per  
9 month, how much you reimburse the landlord for  
10 this?

11 MR. SULLIVAN: We just looked  
12 because -- we brought the last two months just  
13 in case you wanted to see the recent nights  
14 they've been there. But it's between \$12,000  
15 and \$14,000 a month.

16 CHAIRPERSON MILLER: And do you  
17 have an agreement by the year to do this or --

18 MR. SULLIVAN: No.

19 CHAIRPERSON MILLER: What's the  
20 term?

21 MR. SULLIVAN: To continue with  
22 that point, if I could --

1 CHAIRPERSON MILLER: Okay.

2 MR. SULLIVAN: -- at the same time  
3 we did the voluntary agreement, in order to do  
4 this, the landlord wanted to know they know  
5 they were going to get reimbursed by us. So  
6 we entered into a first amendment of our lease  
7 with our landlord that we would do this and  
8 we'd be responsible for reimbursing them as  
9 additional rent. They bill us every month,  
10 which was in the report. I have the last two  
11 months here. And so, yes, we've been doing  
12 that.

13 Once we were alerted to this fact  
14 and this hearing was coming up, I've been  
15 working with the landlord over the last week  
16 and have now entered into a second amendment  
17 with them which they're -- I no longer -- I'm  
18 going to be hiring them through them. Payment  
19 will go directly to doing it so that we're  
20 paying them directly to take out the middle  
21 man. But the step that was put in place was  
22 there because it wasn't allowed to happen when

1 our voluntary agreement went into place.

2 So, yes, we have an arrangement so  
3 that we -- it doesn't say like for how long or  
4 whatever, that you got to do it for X years.  
5 Just the landlord's going to hire them and  
6 they're going to bill us back every month and  
7 we're going to pay that as additional rent.  
8 And that was in our first amendment which has  
9 been in place since '05 until yesterday. And  
10 then as of yesterday we have a second  
11 amendment that we're going to be doing it  
12 directly just to alleviate there being any  
13 question as to who's hiring them going  
14 forward.

15 MR. O'BRIEN: Also to render  
16 yourself eligible for reimbursable detail?

17 MR. SULLIVAN: So we can get back  
18 the 50 percent, hopefully. That's the biggest  
19 thing which was happening here was --

20 CHAIRPERSON MILLER: And have you  
21 had any complaints from the ANC since what,  
22 2005?

1 MR. SULLIVAN: No, not a word.

2 CHAIRPERSON MILLER: With respect  
3 to this issue?

4 MR. SULLIVAN: No.

5 CHAIRPERSON MILLER: Okay. Other  
6 questions? Yes?

7 MEMBER SILVERSTEIN: I'd like to  
8 determine if possible any differences between  
9 what you're doing with these police officers  
10 and the RDO. Minimum two police officers at  
11 any time?

12 MR. SULLIVAN: Yes.

13 MEMBER SILVERSTEIN: Four-hour  
14 shift?

15 MR. SULLIVAN: I think some of  
16 them were three-hour, three-and-a-half hour  
17 shifts, but since we've begun the process  
18 Chris, our general manager, spoke to the --

19 MR. FOX: Officer Brian today,  
20 Special Operation Division, which he informed  
21 me that --

22 MR. SULLIVAN: It's a four-hour

1 minimum.

2 MR. FOX: -- starting March 1st  
3 it's transferred to a different --

4 MEMBER SILVERSTEIN: And they're  
5 out in front? They're not directly in the  
6 establishment?

7 MR. SULLIVAN: Yes, sir.

8 MR. FOX: That's right.

9 MEMBER SILVERSTEIN: And how much  
10 do you pay them per hour, do you know?

11 MR. SULLIVAN: We were paying 45  
12 an hour, and I believe we learned today that  
13 it's 55 an hour.

14 MR. FOX: Fifty-five dollars and  
15 no cents per hour, per police officer.

16 MEMBER SILVERSTEIN: So this is  
17 more of a de facto rather than de jure  
18 reimbursable detail? Is there any difference;  
19 and I'm going to ask you to consult with your  
20 lawyer, between what you're having done and  
21 what a reimbursable detail does?

22 MR. O'BRIEN: I'm going to make

1 statements and see if they agree, because they  
2 didn't -- Mr. Sullivan wasn't aware of  
3 Reimbursable Detail, capital R, capital D --

4 MEMBER SILVERSTEIN: right.

5 MR. O'BRIEN: -- until this report  
6 came out and he learned, among other things,  
7 about the opportunity for reimbursement.

8 What the officers have been doing  
9 up until today, has it been any less than  
10 what's going to happen when the officers are  
11 out there on a reimbursable detail, or do you  
12 expect it to be the exact same services?

13 MR. SULLIVAN: I expect it to be  
14 the same services. Same exact services.

15 MEMBER SILVERSTEIN: No more, no  
16 less?

17 MR. SULLIVAN: No. Correct.  
18 Except we'd be paying directly rather than  
19 paying our landlords additional rent. That  
20 would be the only difference.

21 MEMBER SILVERSTEIN: And you've  
22 been doing this through Commander Reese?

1 MR. SULLIVAN: No, we've been  
2 doing this through -- we were paying our  
3 landlord. We've been contracting police to  
4 date. And effective yesterday, or today we  
5 spoke --

6 MEMBER SILVERSTEIN: With the  
7 Commander in 2D?

8 MR. FOX: Yes, correct. It's 2D  
9 police officers who are always on duty in  
10 uniform during these details times.

11 MR. O'BRIEN: And that will start  
12 on March 1st?

13 MR. FOX: Yes, correct.

14 MR. O'BRIEN: Okay.

15 MEMBER SILVERSTEIN: You did not  
16 hire these police officers by yourself? Your  
17 went through the folks up on Idaho Avenue, up  
18 in -- or they -- your landlord went through  
19 the commander out of the 2nd --

20 MR. O'BRIEN: We don't know who  
21 the landlord went through.

22 MEMBER SILVERSTEIN: Oh, okay.

1                   MR. O'BRIEN: But I would point  
2 out that Officer Mathieson's report quotes  
3 both property managers she spoke to on  
4 separate occasions as saying that they  
5 contract for the police officers, they meaning  
6 the landlord.

7                   MR. SULLIVAN: Because at the  
8 point of our voluntary agreement we weren't  
9 allowed to contract them directly.

10                  MEMBER SILVERSTEIN: Yes.

11                  MR. SULLIVAN: So we entered into  
12 a voluntary agreement. We wanted to work with  
13 the ANC, but we weren't allowed to hire  
14 police. So the landlord hired them and billed  
15 us.

16                  MR. O'BRIEN: The very last  
17 sentence of Investigator Mathieson's report  
18 says, "In reference to scheduling, Mr.  
19 Woolridge stated that he schedules the  
20 officers to work." We don't have first-hand  
21 knowledge of who he has spoken to in the past  
22 to arrange that.

1 MEMBER SILVERSTEIN: All right.

2 CHAIRPERSON MILLER: All right.

3 INVESTIGATOR MARTIN: May I say  
4 something?

5 CHAIRPERSON MILLER: Absolutely.

6 INVESTIGATOR MARTIN: I'm sorry,  
7 may I say something else.

8 CHAIRPERSON MILLER: Yes.

9 INVESTIGATOR MARTIN: I guess what  
10 I'm trying to understand is if what legal is  
11 saying is that are they using patrol officers  
12 that does the regular eight-hour tour of duty  
13 to patrol their establishment and not use the  
14 MPD detail, reimbursable detail?

15 MR. O'BRIEN: No, I wasn't saying  
16 that.

17 INVESTIGATOR MARTIN: That's not  
18 what you're saying?

19 MR. O'BRIEN: No, as a matter of  
20 fact the exhibits to Officer Mathieson's  
21 report contain time sheets for the officers  
22 who perform the services. These are off-duty

1 officers, as the property manager informed  
2 Investigator Mathieson.

3 INVESTIGATOR MARTIN: I guess my  
4 question is whether there on November the 12th  
5 when I was there where were they on that day?

6 MR. SULLIVAN: Well, apparently  
7 Officer Cears was there and Officer Cears it  
8 appears may have been laboring under a  
9 misconception as to exactly what he was  
10 supposed to be doing pursuant to instructions  
11 from the landlord.

12 CHAIRPERSON MILLER: Board Member  
13 Jones?

14 MEMBER JONES: Thank you. Thank  
15 you, Madam Chair.

16 Just a quick follow up. I think  
17 you indicated -- I'm sorry, I forgot your  
18 name.

19 MR. SULLIVAN: John Sullivan.

20 MEMBER JONES: John Sullivan. I  
21 apologize, sir.

22 MR. SULLIVAN: Yes, sir.

1                   MEMBER JONES: Thank you very  
2 much. Mr. Sullivan, you indicated that you  
3 worked out some type of amendment or change to  
4 the voluntary agreement which now enables  
5 you --

6                   MR. SULLIVAN: No.

7                   MEMBER JONES: Oh, no? I'm sorry.

8                   MR. SULLIVAN: What I said, sir,  
9 was at the same time in 2005 when we were  
10 dealing with the situation, the solution  
11 between the ANC, our landlord and everybody --  
12 honestly I think the Board at that time said  
13 it was almost like a pilot program we were  
14 doing to start using police officers. It was  
15 decided that we would -- the police officers  
16 would be hired by the building, but they would  
17 be patrolling our establishment because it was  
18 allowed to happen.

19                   MR. O'BRIEN: And in what document  
20 was that provided?

21                   MR. SULLIVAN: That was in our  
22 first -- it may have been our first amendment

1 to our -- then at the same time the landlord  
2 did not want to take on --

3 MEMBER JONES: I apologize. I'm  
4 sorry.

5 MR. SULLIVAN: I'm sorry.

6 MEMBER JONES: If you could just  
7 slow down a little bit. I'm a little slow.

8 MR. SULLIVAN: Oh, I'm sorry.

9 MEMBER JONES: So your first  
10 voluntary agreement?

11 MR. SULLIVAN: Our only voluntary  
12 agreement.

13 MEMBER JONES: Your only voluntary  
14 agreement?

15 MR. SULLIVAN: Only voluntary --

16 MEMBER JONES: Okay.

17 MR. SULLIVAN: In the voluntary  
18 agreement that we agreed --

19 MEMBER JONES: In that voluntary  
20 agreement --

21 MR. SULLIVAN: We agreed to do --  
22 to have the police as it says in there, but we

1 weren't allowed to hire them because it was  
2 not approved by ABRA at the time.

3 MEMBER JONES: Okay. I  
4 understand. Now hold on. Just hold on for a  
5 second. So in that voluntary agreement you  
6 considered yourself to be in compliance with  
7 the voluntary agreement through this  
8 arrangement that you had with the owner --

9 MR. SULLIVAN: The landlord.

10 MEMBER JONES: -- the landlord by  
11 which you contributed via the paperwork that  
12 we've seen in the report?

13 MR. SULLIVAN: Yes.

14 MEMBER JONES: You contributed  
15 dollars to a security detail, and that  
16 security detail was hired by the landlord?

17 MR. SULLIVAN: Yes.

18 MEMBER JONES: So you did not  
19 directly hire the security detail. It was  
20 hired through the landlord, but you provided  
21 funds for the security detail?

22 MR. SULLIVAN: Yes.

1                   MEMBER JONES: And that security  
2 detail happened to be off-duty police  
3 officers?

4                   MR. SULLIVAN: Yes.

5                   MEMBER JONES: To your knowledge  
6 or your understanding?

7                   MR. SULLIVAN: Yes.

8                   MEMBER JONES: Okay. Now at what  
9 point did that change, meaning at what point  
10 did you become eligible in your mind to be  
11 able to work through the official -- directly  
12 work through D.C. government to hire police  
13 reimbursable detail?

14                  MR. SULLIVAN: At what point did I  
15 become able to do that?

16                  MEMBER JONES: Yes. You're saying  
17 initially you didn't feel like you were able  
18 to do that. And then now you're saying you  
19 are able to do that. I'm trying to figure out  
20 -- just want to make sure I'm clear as to when  
21 that occurred.

22                  MR. SULLIVAN: That occurred per

1 when we did our second amendment with our  
2 landlord so that the landlord would stop  
3 hiring them and then we would begin to hire  
4 them directly.

5 MEMBER JONES: Okay.

6 MR. O'BRIEN: By the second  
7 amendment, you mean second amendment to the  
8 lease?

9 MR. SULLIVAN: Second amendment to  
10 your lease.

11 MEMBER JONES: Okay. All right.  
12 So now the second amendment to your lease.  
13 You did not --

14 MR. SULLIVAN: The date is the  
15 14th of February.

16 MEMBER JONES: Fourteenth of  
17 February? Okay. So you have not changed your  
18 voluntary agreement?

19 MR. SULLIVAN: No, sir.

20 MEMBER JONES: Okay. Thank you.  
21 Thank you very much. Thank you, Madam Chair.

22 CHAIRPERSON MILLER: Okay. I have

1 one follow up to Investigator Martin's though,  
2 which I believe that she stated that the night  
3 that she visited there was only one patrol  
4 officer. Is that correct?

5 INVESTIGATOR MARTIN: My  
6 observation was they didn't have one.

7 CHAIRPERSON MILLER: Didn't have,  
8 but Officers Cears was there that you spoke  
9 to, but --

10 INVESTIGATOR MARTIN: The officer  
11 that I spoke to stated his responsibility was  
12 for the residential.

13 CHAIRPERSON MILLER: Okay. But  
14 were either of the witnesses here today -- Mr.  
15 Sullivan or Mr. Fox, were you there that  
16 night?

17 MR. FOX: Yes, ma'am, I was.

18 CHAIRPERSON MILLER: Okay. And  
19 did you have two officers on duty that night,  
20 or what?

21 MR. FOX: Typically when I go  
22 outside there's -- depending on the weather

1 or, you know, the crowd, there's always one  
2 outside whether -- part of our establishment  
3 or at the front door of the building. At that  
4 time there may have been one in the car, but  
5 Officer Cears was the one who had come over  
6 and spoken with the detective. So that was  
7 the only officer who I'd seen that night,  
8 correct.

9 CHAIRPERSON MILLER: Okay.

10 MR. O'BRIEN: Can I ask a follow  
11 up to that? Had you ever seen Officer Cears  
12 before that night?

13 MR. FOX: Not to my recollection,  
14 no. I've never dealt with him directly, no.  
15 You know, we usually have the same officers  
16 outside all the time. It's usually a  
17 combination of two different officers that had  
18 been there for years.

19 CHAIRPERSON MILLER: Okay. All  
20 right. Any other Board questions?

21 (No audible response.)

22 CHAIRPERSON MILLER: Okay.

1 Anything else from you all?

2 INVESTIGATOR MARTIN: Can --

3 CHAIRPERSON MILLER: Yes?

4 INVESTIGATOR MARTIN: Can counsel  
5 advise whether or not there's entry from  
6 within the establishment? Can a residential  
7 inside McFadden's, can they gain entry? It is  
8 one building. So can residents gain entry  
9 into McFadden's from the inside of the  
10 establishment?

11 CHAIRPERSON MILLER: You mean can  
12 the residents come into the commercial part  
13 from the inside?

14 INVESTIGATOR MARTIN: Yes.

15 MR. SULLIVAN: There's a  
16 connection door, but there's -- nobody enters  
17 that way.

18 CHAIRPERSON MILLER: Okay. All  
19 right. Okay. Well, what we were -- called  
20 the fact finding hearing for was to examine  
21 this police question primarily. So I think  
22 that we've addressed the issue fully and I

1 would recommend that no further action is  
2 required at this time. So I would make a  
3 motion to that effect.

4 MEMBER ALBERTI: May I just say  
5 real quick --

6 CHAIRPERSON MILLER: Yes.

7 MEMBER ALBERTI: I'm going to  
8 actually agree with that, Madam Chair, but I  
9 just want to state that I'm doing that because  
10 I haven't heard from the ANC. And so right  
11 now I'm assuming that this -- what I've heard  
12 today satisfies the voluntary agreement, but  
13 I will recognize that I have -- just want to  
14 put out there that I recognize that I have not  
15 heard from the ANC. So I'm leaving that open,  
16 so to speak. But I'm convinced from what I  
17 heard today that there is no further action,  
18 that this does satisfy the requirements of the  
19 voluntary agreement.

20 CHAIRPERSON MILLER: I would also  
21 state though that I did ask whether the ANC  
22 has had any concerns about this police -- or

1 that's been going on for six years or so. And  
2 what we heard today at least that --

3 MEMBER ALBERTI: And that's part  
4 of my decision.

5 CHAIRPERSON MILLER: Yes. Yes.  
6 Yes.

7 MEMBER ALBERTI: That's part of my  
8 decision, because we haven't heard from them.

9 CHAIRPERSON MILLER: Right.

10 MEMBER ALBERTI: But I don't know  
11 if they came tomorrow what I would do in terms  
12 of considering this.

13 CHAIRPERSON MILLER: Okay. Mr.  
14 Jones?

15 MEMBER JONES: Thank you, Madam  
16 Chair. Just to make sure I'm clear on this  
17 one, the -- I'm sorry, what was your -- I'm --

18 MR. SULLIVAN: John Sullivan.

19 MEMBER JONES: I'm having a hard  
20 day today. I apologize. Mr. Sullivan?

21 MR. SULLIVAN: Yes, sir?

22 MEMBER JONES: Just for

1 clarification purposes, have you -- you or Mr.  
2 O'Brien; either one of you could answer this  
3 question, I believe, just -- have you at this  
4 point provided funds to participate in the  
5 official RDO program that you mentioned would  
6 start on March 1st, or is it being scheduled  
7 and planned and you plan on providing funds so  
8 that you can officially be on the schedule to  
9 start March 1st?

10 MR. O'BRIEN: Have you actually  
11 written a check?

12 MR. SULLIVAN: We've not written a  
13 check to them yet. We've contracted them and  
14 they do scheduling by month and we're on the  
15 schedule for March 1st and will be paying  
16 effective March 1st to them.

17 MEMBER JONES: Okay.

18 MR. SULLIVAN: And we'll continue  
19 paying the old way through the end of February  
20 so there will be no gap at any time and there  
21 will be police officers there.

22 MEMBER JONES: Okay. And are you

1 clear on the lead time by which you need to  
2 have monies paid to them in order for you to  
3 be officially on the schedule?

4 MR. FOX: I have spoken to Officer  
5 Brian today in the Special Operations  
6 Division. He told me to try to call from his  
7 chief. Forgive me, I forget his name. I'm  
8 still waiting on that call to get the full  
9 details in terms of --

10 MEMBER JONES: Okay.

11 MR. FOX: -- the process and --

12 MR. SULLIVAN: If it does require  
13 prepayment, we will prepay before the 1st.

14 MEMBER JONES: That's fair enough.  
15 I just wanted to make sure I was clear because  
16 I didn't want to walk away from here with the  
17 assumption that you guys were definitely  
18 locked in for March 1st given our  
19 understanding of how the RDO program works.  
20 I wanted to make sure so that if we do have an  
21 investigator go out and the expectation is  
22 March 1st, you're up and running with RDO,

1 that that may not be firmed up right now. So  
2 right now you're not firmed up, but you're  
3 going to get clarification on that. Is that  
4 a fair statement?

5 MR. SULLIVAN: There will be a  
6 police officer there at all times, but -- and  
7 we're doing -- we've offered to them that we  
8 want to be on the schedule as of March 1st.

9 MEMBER JONES: Right.

10 MR. SULLIVAN: If it requires pre-  
11 payment, we will give them prepayment. So  
12 we've done everything we can at this moment  
13 and there will be no gap in police officers.  
14 And I don't want to say 100 percent, but we're  
15 asking and I'm hoping we're on the RDO  
16 program, if that's the right term --

17 MEMBER JONES: Yes.

18 MR. SULLIVAN: -- by March 1st.

19 MEMBER JONES: Thank you very  
20 much.

21 MR. O'BRIEN: Mr. Jones, may I  
22 just point out that the second amendment --

1 MEMBER JONES: To the lease.

2 MR. O'BRIEN: -- to the lease  
3 which transfers responsibility for hiring from  
4 the landlord to the tenant is only dated  
5 yesterday.

6 MEMBER JONES: Oh, fair enough.

7 MR. O'BRIEN: So contact was  
8 initiated --

9 MR. SULLIVAN: This morning.

10 MR. O'BRIEN: -- once this thing  
11 was signed. And it's just literally in  
12 progress right now to get it going.

13 MEMBER JONES: Fair enough.

14 MR. O'BRIEN: But, Mr. Fox, you  
15 said --

16 MR. FOX: Yes.

17 MR. O'BRIEN: -- they said you're  
18 on the calendar now starting with the 1st?

19 MR. FOX: Officer Brian assured me  
20 that March 1st was plenty of time to get us  
21 introduced in the program.

22 MEMBER JONES: And just one last

1 thing: Would you be willing and amenable to  
2 just contact ABRA once you get confirmation of  
3 when you're officially going to be  
4 participating in the RDO program just so that  
5 we could be in sync?

6 MR. O'BRIEN: Sure.

7 MR. SULLIVAN: Absolutely.

8 MR. FOX: Absolutely.

9 MEMBER JONES: Thank you very  
10 much. Appreciate it.

11 CHAIRPERSON MILLER: Okay. Any  
12 other questions, comments from the Board?

13 (No audible response.)

14 CHAIRPERSON MILLER: All right.  
15 I've made a motion. I'm not sure it's been  
16 seconded.

17 MEMBER ALBERTI: I'll second it.

18 CHAIRPERSON MILLER: -- for no  
19 further action.

20 MEMBER ALBERTI: I'll second it.

21 CHAIRPERSON MILLER: Okay.

22 Seconded. All those in favor, say aye? Aye.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22

MEMBER ALBERTI: Aye.

MEMBER BROOKS: Aye.

MEMBER JONES: Aye.

MEMBER MOBLEY: Aye.

MEMBER NOPHLIN: Aye.

MEMBER SILVERSTEIN: Aye.

CHAIRPERSON MILLER: All those

opposed?

(No audible response.)

CHAIRPERSON MILLER: All those

abstaining?

(No audible response.)

CHAIRPERSON MILLER: And the vote

is 7-0 for no further action.

MR. O'BRIEN: Thank you.

CHAIRPERSON MILLER: Thank you

very much.

(Whereupon, the hearing was

concluded at 3:28 p.m.)

<b>A</b>	51:4,7 52:3,7,10 57:17,20 58:1 <b>Alberti's</b> 28:14 <b>Alcoholic</b> 1:2,14,15 <b>alerted</b> 34:13 <b>alleviate</b> 35:12 <b>allowed</b> 34:22 40:9 40:13 43:18 45:1 <b>amenable</b> 57:1 <b>amendment</b> 34:6 34:16 35:8,11 43:3,22 47:1,7,7,9 47:12 55:22 <b>ANC</b> 1:10 2:7 23:2 25:6,7 31:15 35:21 40:13 43:11 51:10,15,21 <b>answer</b> 8:22 20:21 25:6,19 28:14 53:2 <b>answers</b> 8:7 <b>anyway</b> 23:21 <b>apart</b> 14:21 <b>apologize</b> 42:21 44:3 52:20 <b>apparently</b> 30:1 42:6 <b>appeared</b> 5:18 <b>appears</b> 42:8 <b>appellant</b> 2:12 <b>Appreciate</b> 57:10 <b>approved</b> 19:1,3 45:2 <b>approximate</b> 32:16 <b>approximately</b> 6:3 6:21 27:3 <b>area</b> 16:7 <b>arrange</b> 40:22 <b>arrangement</b> 35:2 45:8 <b>arrests</b> 29:19 <b>arrival</b> 5:8 6:3 <b>aside</b> 15:17 <b>asked</b> 4:15 5:12,16 5:20 6:8 7:8 8:14 <b>asking</b> 55:15 <b>assigned</b> 17:22	18:2 28:3 <b>assignment</b> 10:20 <b>assist</b> 5:3,5 8:3 17:5 <b>assistance</b> 8:1 <b>assistant</b> 5:19 <b>assisted</b> 30:4 <b>assuming</b> 51:11 <b>assumption</b> 54:17 <b>assured</b> 56:19 <b>attached</b> 10:11,14 10:16 12:8 13:18 29:11 <b>attention</b> 28:15 <b>audible</b> 9:5 49:21 57:13 58:9,12 <b>Avenue</b> 1:8 2:6 6:20 39:17 <b>average</b> 33:8 <b>aware</b> 6:1 20:10 21:6,10,14 22:3 24:4 38:2 <b>aye</b> 57:22,22 58:1,2 58:3,4,5,6 <b>a.m</b> 32:17	<b>B</b>	<b>back</b> 18:6 29:21 32:22 33:2 35:6 35:17 <b>ball</b> 6:10 <b>Based</b> 16:1 <b>basically</b> 26:17,18 32:19 <b>basis</b> 14:18 <b>beginning</b> 28:19 <b>begins</b> 27:21 <b>begun</b> 36:17 <b>believe</b> 12:6 22:12 24:19 37:12 48:2 53:3 <b>believes</b> 30:11 <b>better</b> 14:19 <b>Beverage</b> 1:2,14,15 <b>beyond</b> 30:2 <b>biggest</b> 35:18 <b>bill</b> 30:5 31:18 34:9 35:6	<b>billed</b> 40:14 <b>bit</b> 21:22 22:21 32:18,22 44:7 <b>block</b> 6:22 <b>blunt</b> 32:4 <b>Board</b> 1:2,15 2:11 4:10 5:1 9:4 22:2 23:6,9,12,22 28:16 29:9 30:14 33:8 42:12 43:12 49:20 57:12 <b>Boston</b> 6:15 <b>bottom</b> 27:22 28:18 28:19 <b>Brian</b> 36:19 54:5 56:19 <b>brick</b> 26:1,5 30:3 <b>Brookfield</b> 29:3 <b>BROOKS</b> 1:19 58:2 <b>brought</b> 33:12 <b>building</b> 1:15 6:18 6:19 7:4,11,14 8:13,15,16 26:18 28:2,5,7 29:4,7,18 30:12 31:16,16 32:21 33:1 43:16 49:3 50:8	<b>C</b>	<b>calendar</b> 2:4 56:18 <b>call</b> 8:9 54:6,8 <b>called</b> 50:19 <b>CALVIN</b> 1:21 <b>canceled</b> 23:14 <b>capital</b> 38:3,3 <b>car</b> 5:11 49:4 <b>case</b> 1:9 2:3,5,11 4:4 21:12 33:13 <b>cause</b> 2:21 22:1 <b>Cears</b> 7:8,9,15,20 25:15,17 26:2,9 26:12 30:1,9,10 42:7,7 48:8 49:5 49:11 <b>cell</b> 8:5 <b>cents</b> 37:15	<b>certain</b> 12:3 25:16 26:7 30:3 <b>Chair</b> 42:15 47:21 51:8 52:16 <b>Chairperson</b> 1:17 1:18 2:3 3:14,20 4:2,9 9:3,6,9,12 11:10,14,17,21 21:21 22:15 23:11 23:18 26:15,22 27:5,8,12,16 30:15,20 31:1,5,8 32:10 33:4,6,16 33:19 34:1 35:20 36:2,5 41:2,5,8 42:12 47:22 48:7 48:13,18 49:9,19 49:22 50:3,11,18 51:6,20 52:5,9,13 57:11,14,18,21 58:7,10,13,16 <b>change</b> 43:3 46:9 <b>changed</b> 47:17 <b>check</b> 53:11,13 <b>checks</b> 23:15 <b>chief</b> 19:4 54:7 <b>Chris</b> 3:10 36:18 <b>Christopher</b> 5:18 <b>circumstance</b> 15:19 <b>clarification</b> 53:1 55:3 <b>clarify</b> 13:13,15 <b>Class</b> 1:8 <b>clear</b> 8:22 30:9 46:20 52:16 54:1 54:15 <b>Columbia</b> 1:1 5:3 15:5 <b>combination</b> 49:17 <b>come</b> 49:5 50:12 <b>coming</b> 31:22 34:14 <b>commander</b> 38:22 39:7,19 <b>comments</b> 57:12 <b>commercial</b> 29:6
----------	--	--	----------	---	--	----------	---	--

29:18 30:13 50:12 <b>communicated</b> 23:4 <b>comparable</b> 22:10 <b>complaints</b> 35:21 <b>complete</b> 29:19 <b>compliance</b> 4:17 21:8,15 45:6 <b>concerns</b> 51:22 <b>conclude</b> 15:20 17:17 <b>concluded</b> 14:9 58:19 <b>conclusion</b> 8:9,18 14:18 <b>conducted</b> 2:15 <b>confirmation</b> 4:6 57:2 <b>conjunction</b> 31:15 <b>connection</b> 50:16 <b>considered</b> 45:6 <b>considering</b> 52:12 <b>consult</b> 37:19 <b>contact</b> 8:6 56:7 57:2 <b>contacted</b> 8:1 30:5 <b>contain</b> 41:21 <b>contested</b> 2:11 <b>continue</b> 33:21 53:18 <b>continued</b> 4:5 <b>contract</b> 40:5,9 <b>contracted</b> 53:13 <b>contracting</b> 39:3 <b>contributed</b> 45:11 45:14 <b>contributes</b> 24:3 <b>Control</b> 1:2,14,15 <b>conversation</b> 7:6 7:16 8:18 <b>convinced</b> 51:16 <b>coordinator</b> 29:14 <b>copied</b> 11:8 <b>copy</b> 4:20 12:13,15 12:22 13:9 <b>correct</b> 14:8 16:11 17:15 19:8 20:4	38:17 39:8,13 48:4 49:8 <b>correctly</b> 19:21 <b>counsel</b> 50:4 <b>couple</b> 31:7 <b>cover</b> 29:6 <b>coverage</b> 28:4 <b>CR</b> 1:8 <b>cross-examination</b> 2:16 <b>crowd</b> 49:1 <b>cruiser</b> 5:11 <b>C-E-A-R-S</b> 25:15 <hr/> <b>D</b> <b>D</b> 38:3 <b>date</b> 18:16 39:4 47:14 <b>dated</b> 18:12 19:13 56:4 <b>dates</b> 17:12 <b>day</b> 27:1,5,8 42:5 52:20 <b>days</b> 28:22 <b>DCMR</b> 2:9,22 13:20 <b>de</b> 37:17,17 <b>dealing</b> 21:7 43:10 <b>dealt</b> 49:14 <b>December</b> 18:12,18 19:11,16 20:1 <b>decided</b> 43:15 <b>decision</b> 2:13 52:4 52:8 <b>defining</b> 26:1 <b>definite</b> 26:1 <b>definitely</b> 54:17 <b>definition</b> 13:19 16:13,16 17:10 <b>degree</b> 24:2 <b>department's</b> 6:11 <b>depending</b> 48:22 <b>describe</b> 30:16 31:4 <b>detail</b> 4:19 5:3,5,13 5:21 6:2,7 7:9 8:8 8:17 9:2,16 10:6 10:12,18,20 11:12	13:19,20 14:4,8 14:15,22 15:15,15 15:19 16:2,4,14 16:17 17:3,11,21 22:5,9 28:3 29:5 35:16 37:18,21 38:3,11 41:14,14 45:15,16,19,21 46:2,13 <b>details</b> 39:10 54:9 <b>detective</b> 49:6 <b>determine</b> 4:16 36:8 <b>dialogue</b> 25:7 <b>difference</b> 25:20 37:18 38:20 <b>differences</b> 36:8 <b>different</b> 13:6 37:3 49:17 <b>dilemma</b> 24:17 <b>direct</b> 7:10 <b>directly</b> 6:22 34:19 34:20 35:12 37:5 38:18 40:9 45:19 46:11 47:4 49:14 <b>disclaiming</b> 30:2 <b>discussion</b> 32:7 <b>dispatcher</b> 8:2 30:6 <b>dispute</b> 24:4 <b>distance</b> 5:10 <b>distinction</b> 15:17 <b>district</b> 1:1 5:2 15:5 18:2 30:6 <b>dividing</b> 26:11 <b>Division</b> 36:20 54:6 <b>document</b> 43:19 <b>doing</b> 16:16,22 31:19 34:11,19 35:11 36:9 38:8 38:22 39:2 42:10 43:14 51:9 55:7 <b>dollars</b> 37:14 45:15 <b>DONALD</b> 1:19 <b>door</b> 49:3 50:16 <b>dropped</b> 6:11 <b>duty</b> 26:16 39:9 41:12 48:19	<b>D.C</b> 1:16 46:12 <hr/> <b>E</b> <b>effect</b> 51:3 <b>effective</b> 39:4 53:16 <b>eight-hour</b> 41:12 <b>either</b> 23:1 26:5 48:14 53:2 <b>eligible</b> 35:16 46:10 <b>enables</b> 43:4 <b>enacted</b> 16:18 31:12 <b>ended</b> 26:3 <b>ends</b> 7:13 26:10 <b>enforce</b> 15:15 <b>enter</b> 29:17 <b>entered</b> 4:22 34:6 34:16 40:11 <b>entering</b> 6:18 28:1 <b>enters</b> 50:16 <b>entire</b> 18:2 30:11 <b>entirety</b> 9:21 11:7 <b>entrance</b> 5:10 32:20 <b>entry</b> 50:5,7,8 <b>Erin</b> 6:4 12:7 20:12 23:20 <b>establishment</b> 5:4 5:16 6:6 7:1,19,21 8:3 9:15 16:8 17:4,8 18:1,20 20:11,12 37:6 41:13 43:17 49:2 50:6,10 <b>establishment's</b> 4:21 6:1 <b>everybody</b> 3:15 43:11 <b>exact</b> 7:12 38:12,14 <b>exactly</b> 30:8 42:9 <b>examine</b> 50:20 <b>excuse</b> 11:11 <b>exhibit</b> 26:7 <b>exhibits</b> 10:11,13 10:16 13:17 23:14 29:11 41:20 <b>exist</b> 14:20	<b>existing</b> 32:6 <b>exists</b> 24:20 <b>expect</b> 38:12,13 <b>expectation</b> 54:21 <b>explained</b> 5:19 <b>extent</b> 24:22 <hr/> <b>F</b> <b>facilitate</b> 8:7 <b>fact</b> 1:8 2:4,10,16 2:18,20 4:10,11 6:9 22:1 28:5 34:13 41:20 50:20 <b>facto</b> 37:17 <b>fair</b> 54:14 55:4 56:6 56:13 <b>far</b> 3:10 <b>favor</b> 57:22 <b>February</b> 1:13 47:15,17 53:19 <b>feel</b> 46:17 <b>Felicia</b> 1:23 3:5 <b>fellow</b> 23:22 <b>Fifty-five</b> 37:14 <b>figure</b> 46:19 <b>filed</b> 21:7 <b>filing</b> 19:22 <b>final</b> 2:13 <b>finding</b> 1:8 2:4,10 2:16,18,20 4:11 4:11 22:1 50:20 <b>findings</b> 6:13 <b>fined</b> 2:17 <b>firmed</b> 55:1,2 <b>first</b> 10:12,17 19:6 20:9 31:21 34:6 35:8 43:22,22 44:9 <b>first-hand</b> 40:20 <b>focus</b> 22:21 <b>folks</b> 39:17 <b>follow</b> 42:16 48:1 49:10 <b>forget</b> 54:7 <b>Forgive</b> 54:7 <b>forgot</b> 42:17 <b>forth</b> 32:22 33:2
--	---	---	--	--

**forward** 4:10 35:14  
**Fourteenth** 47:16  
**four-hour** 36:13,22  
**Fox** 3:10 5:18,20  
 5:22 6:4,13,16 7:4  
 7:16,17 8:4,9 18:6  
 20:8 27:22 36:19  
 37:2,8,14 39:8,13  
 48:15,17,21 49:13  
 54:4,11 56:14,16  
 56:19 57:8  
**Friday** 31:19 32:15  
**front** 26:8 33:1  
 37:5 49:3  
**full** 29:9 54:8  
**fully** 50:22  
**funds** 45:21 53:4,7  
**further** 2:12 20:2  
 32:6 51:1,17  
 57:19 58:14

---

**G**


---

**gain** 50:7,8  
**gap** 53:20 55:13  
**general** 5:19 8:6  
 36:18  
**getting** 8:14  
**give** 55:11  
**given** 54:18  
**glad** 20:7  
**go** 4:10 18:6 29:9  
 29:21 32:6,21  
 33:2 34:19 48:21  
 54:21  
**goes** 18:21  
**going** 7:3 12:10,14  
 12:21 18:4 22:19  
 34:5,18 35:5,6,7  
 35:11,13 37:19,22  
 38:10 51:7 52:1  
 55:3 56:12 57:3  
**Good** 3:4  
**government** 46:12  
**grafting** 16:19  
**guard** 24:22  
**guess** 41:9 42:3  
**guessing** 25:18

**guys** 54:17

---

**H**


---

**half** 6:21  
**hands** 8:11  
**happen** 34:22  
 38:10 43:18  
**happened** 46:2  
**happening** 35:19  
**hard** 52:19  
**hear** 22:11 23:7  
**heard** 51:10,11,15  
 51:17 52:2,8  
**hearing** 1:8,15 2:4  
 2:10,17,19,20  
 3:13 34:14 50:20  
 58:18  
**help** 8:6  
**helped** 7:20  
**helpful** 12:6,20  
**HERMAN** 1:20  
**Hi** 3:4  
**hire** 15:6 17:2,5  
 31:14,17 35:5  
 39:16 40:13 45:1  
 45:19 46:12 47:3  
**hired** 24:21,22  
 40:14 43:16 45:16  
 45:20  
**hires** 24:1  
**hiring** 34:18 35:13  
 47:3 56:3  
**hold** 2:11 45:4,4  
**honestly** 43:12  
**hopefully** 24:11  
 35:18  
**hoping** 23:7 55:15  
**hour** 36:16 37:10  
 37:12,13,15  
**hours** 29:15

---

**I**


---

**Idaho** 39:17  
**identified** 5:12,16  
 5:18 7:4,7 28:2  
**immediate** 3:8 7:22  
**incorporate** 5:4  
 6:13

**indicated** 29:16  
 42:17 43:2  
**indulgence** 9:21  
**information** 2:12  
 2:19  
**informed** 36:20  
 42:1  
**initially** 46:17  
**initiated** 56:8  
**inquire** 20:18  
**inside** 7:11,14 50:7  
 50:9,13  
**institutes** 15:5  
**instructions** 42:10  
**intent** 31:11  
**interested** 22:7  
 25:12  
**interject** 12:5  
 23:17  
**interpret** 15:11  
 16:10 22:17  
**interpreted** 15:14  
**interprets** 23:2  
**interviewed** 20:9  
**introduce** 2:8 3:2  
**introduced** 56:21  
**investigated** 21:14  
**investigation** 2:14  
 8:21  
**investigator** 3:4,5  
 3:18 4:12,13,15  
 6:4 9:13,17,20  
 10:3,7,10,15,22  
 11:3,6,13,16,19  
 11:22 12:2,21  
 13:3,7,12,16 14:1  
 14:6,13,16 15:2  
 15:13 16:1,5,12  
 16:21 17:14,20  
 18:8,10,13,19  
 19:4,5,9,12,15,18  
 20:3,11,14,18,20  
 21:2,6,10,11,14  
 21:18,19 23:10  
 25:14,19,22 26:6  
 26:20 27:2,7,10  
 28:8,12,13 29:1

29:12,22 40:17  
 41:3,6,9,17 42:2,3  
 48:1,5,10 50:2,4  
 50:14 54:21  
**investigators** 31:22  
**investigator's**  
 22:17  
**invite** 28:15  
**invoices** 6:9,12,14  
**issuance** 2:21  
**issue** 22:4 36:3  
 50:22  
**item** 25:2

---

**J**


---

**JEANNETTE** 1:21  
**Jermaine** 4:15  
**Jimenez** 29:2,4  
**job** 17:6 22:17  
 32:18  
**Joel** 29:13  
**John** 3:9 31:4  
 42:19,20 52:18  
**Jones** 1:20 42:13  
 42:14,20 43:1,7  
 44:3,6,9,13,16,19  
 45:3,10,14,18  
 46:1,5,8,16 47:5  
 47:11,16,20 52:14  
 52:15,19,22 53:17  
 53:22 54:10,14  
 55:9,17,19,21  
 56:1,6,13,22 57:9  
 58:3  
**jure** 37:17

---

**K**


---

**kind** 22:11 32:19  
 32:21  
**know** 12:3,17 20:8  
 20:19,21 21:3  
 22:2,4 23:1 25:13  
 30:8 32:2,4,11  
 34:4,4 37:10  
 39:20 49:1,15  
 52:10  
**knowledge** 40:21  
 46:5

**knows** 6:5

---

**L**


---

**laboring** 42:8  
**landlord** 24:1  
 30:11 33:9 34:4,7  
 34:15 39:3,18,21  
 40:6,14 42:11  
 43:11 44:1 45:9  
 45:10,16,20 47:2  
 47:2 56:4  
**landlords** 38:19  
**landlord's** 35:5  
**language** 22:3  
**lawyer** 37:20  
**lead** 54:1  
**learned** 37:12 38:6  
**lease** 34:6 47:8,10  
 47:12 56:1,2  
**leaving** 51:15  
**left** 3:9,10 7:2  
 26:11  
**legal** 13:19 41:10  
**License** 1:9 2:6  
**licensee** 2:13,17 3:8  
 3:10 14:11 17:2  
 21:9,15 24:3  
**licensees** 15:6  
**licensing** 2:14  
**limited** 25:16  
**line** 26:1 27:22  
**listed** 15:3  
**literally** 56:11  
**little** 21:22 22:21  
 32:18,22 44:7,7  
**LLC** 1:6  
**located** 2:5 6:20  
**location** 7:12  
**locked** 54:18  
**long** 35:3  
**longer** 34:17  
**looked** 33:11  
**looking** 6:22

---

**M**


---

**Madam** 42:15  
 47:21 51:8 52:15  
**man** 34:21

<b>manager</b> 3:11 5:17 5:19 8:6,13,15 20:8 29:2 36:18 42:1 <b>managers</b> 40:3 <b>managing</b> 3:9 <b>March</b> 37:2 39:12 53:6,9,15,16 54:18,22 55:8,18 56:20 <b>marked</b> 5:11 <b>Martin</b> 1:23 3:4,5 4:13 9:13,17,20 10:3,7,10,15,22 11:3,6,13,16,19 12:2 13:3,7,12,16 14:1,6,13,16 15:2 15:13 16:1,5,12 16:21 17:14,20 18:8,10,13,19 19:5,9,12,15,18 20:3,14,20 21:2 21:10,18 25:19,22 26:6,20 27:2,7,10 28:8,11,12 41:3,6 41:9,17 42:3 48:5 48:10 50:2,4,14 <b>Martin's</b> 25:14 28:22 29:22 48:1 <b>Mathieson</b> 3:19 6:4 12:7,21 20:12,18 21:7,12,14,20 29:1,13 42:2 <b>Mathieson's</b> 23:10 23:20 28:13,16 40:2,17 41:20 <b>matter</b> 1:5 18:15 20:2 41:19 <b>matters</b> 3:12 <b>Matthews</b> 4:15 <b>ma'am</b> 27:17 48:17 <b>McFadden's</b> 1:7 2:5 4:16 5:8 6:19 7:1 21:12 25:21 26:11,19,21 27:3 28:6 29:6 30:4 50:7,9	<b>mean</b> 15:11 16:10 22:15,19 47:7 50:11 <b>meaning</b> 40:5 46:9 <b>means</b> 10:20 13:20 22:5,6 <b>meant</b> 25:18 <b>meet</b> 25:1 <b>MEETING</b> 1:3 <b>member</b> 1:19,19,20 1:21,21,22 3:9 11:22 12:4,12,16 23:16,19 24:7,11 24:15 25:5,11 26:4,14 36:7,13 37:4,9,16 38:4,15 38:21 39:6,15,22 40:10 41:1 42:12 42:14,20 43:1,7 44:3,6,9,13,16,19 45:3,10,14,18 46:1,5,8,16 47:5 47:11,16,20 51:4 51:7 52:3,7,10,15 52:19,22 53:17,22 54:10,14 55:9,17 55:19 56:1,6,13 56:22 57:9,17,20 <b>members</b> 23:22 <b>member's</b> 30:14 <b>mentioned</b> 11:12 53:5 <b>met</b> 1:15 18:6 <b>mic</b> 12:1 <b>Michael</b> 7:7 <b>middle</b> 29:10,15 34:20 <b>midnight</b> 27:4 <b>migrate</b> 32:22 <b>MIKE</b> 1:22 <b>Miller</b> 1:17,18 2:3 3:14,20 4:2,9 9:3 9:6,9,12 11:10,14 11:17,21 21:21 22:15 23:11,18 26:15,22 27:5,8	27:12,16 30:15,20 31:1,5,8 32:10 33:4,6,16,19 34:1 35:20 36:2,5 41:2 41:5,8 42:12 47:22 48:7,13,18 49:9,19,22 50:3 50:11,18 51:6,20 52:5,9,13 57:11 57:14,18,21 58:7 58:10,13,16 <b>mind</b> 30:9 46:10 <b>mine</b> 19:13 <b>minimum</b> 36:10 37:1 <b>misconception</b> 42:9 <b>MOBLEY</b> 1:21 58:4 <b>moment</b> 21:5 55:12 <b>Monday</b> 15:22 <b>money</b> 32:5 <b>monies</b> 54:2 <b>month</b> 33:9,15 34:9 35:6 53:14 <b>months</b> 33:12 34:11 <b>morning</b> 4:8 56:9 <b>motion</b> 51:3 57:15 <b>move</b> 18:4 <b>MPD</b> 4:19 5:4,9,13 5:21 6:2,6 7:5,8 8:8,17 9:1 10:21 15:14 17:5 20:10 29:5 41:14	17:19 18:20 32:15 48:2,16,19 49:7 49:12 <b>nights</b> 32:1 33:13 <b>non</b> 2:10 <b>NOPHLIN</b> 1:21 58:5 <b>north</b> 6:20 <b>notice</b> 2:21 6:2 <b>November</b> 4:14 5:7 18:7,16,21 19:22 28:20 29:12 42:4 <b>NW</b> 1:8 <b>N.W</b> 1:16 2:6	<b>officially</b> 53:8 54:3 57:3 <b>off-duty</b> 41:22 46:2 <b>Oh</b> 12:12 32:13 39:22 43:7 44:8 56:6 <b>okay</b> 3:1,14,16 4:2 4:9 11:1,21 12:16 13:5,12 14:2,17 15:16 16:9 18:13 18:14 19:10 20:5 21:13 23:8,13 24:6 25:11,13 26:4,14 27:13,16 28:9 31:7 33:6 34:1 36:5 39:14 39:22 44:16 45:3 46:8 47:5,11,17 47:20,22 48:13,18 49:9,19,22 50:18 50:19 52:13 53:17 53:22 54:10 57:11 57:21 <b>old</b> 53:19 <b>once</b> 8:21 34:13 56:10 57:2 <b>one-week</b> 32:1 <b>open</b> 51:15 <b>operate</b> 12:3 <b>Operation</b> 36:20 <b>operations</b> 5:6 54:5 <b>opportunity</b> 38:7 <b>opposed</b> 15:22 58:8 <b>option</b> 31:13 <b>order</b> 34:3 54:2 <b>ought</b> 4:4 <b>outside</b> 15:7 17:7 48:22 49:2,16 <b>owner</b> 5:17 8:16 45:8 <b>O'Brien</b> 3:7,7,17 3:21 4:3 9:8,10,11 9:13,18 10:1,5,8 10:13,19 11:1,4 12:6,10,14,19 13:5,11,14,21 14:2,9,14,17
			<b>O</b>	
			<b>observation</b> 48:6 <b>obtain</b> 2:12 4:20 <b>occasions</b> 40:4 <b>occurred</b> 46:21,22 <b>October</b> 5:1 <b>offered</b> 55:7 <b>office</b> 6:15 29:3 <b>officer</b> 6:17,18 7:2 7:5,5,7,9,15,19 8:2,5 15:12,21 16:6 17:18 18:1 24:1 25:14,17 26:2,9,12,16 28:1 28:2,11,12,16,22 30:1,6,9,10 36:19 37:15 40:2 41:20 42:7,7 48:4,10 49:5,7,11 54:4 55:6 56:19 <b>officers</b> 5:12,14 8:14 10:21 15:18 17:13,21 20:10 21:16 29:17 32:12 32:14 33:5 36:9 36:10 38:8,10 39:9,16 40:5,20 41:11,21 42:1 43:14,15 46:3 48:8,19 49:15,17 53:21 55:13 <b>official</b> 46:11 53:5	
		<b>N</b>		
		<b>name</b> 42:18 54:7 <b>near</b> 20:6 <b>nearby</b> 28:1 <b>need</b> 54:1 <b>needed</b> 7:22 29:19 29:20 <b>never</b> 49:14 <b>New</b> 4:7 <b>NICK</b> 1:19 <b>night</b> 4:6 9:2 14:10 15:1,12,21,22		

15:10,16 16:3,9 16:15 17:9,16 18:3,9,11,14 19:2 19:6,10,14,17,20 20:5,15,22 21:4 21:13 22:14 23:8 23:13,19 24:6,10 24:13 25:4,8,13 27:15,17 28:9 30:19,22 31:3 33:7 35:15 37:22 38:5 39:11,14,20 40:1,16 41:15,19 43:19 47:6 49:10 53:2,10 55:21 56:2,7,10,14,17 57:6 58:15	48:3 <b>patrolling</b> 15:7 16:7 22:11 43:17 <b>patron</b> 30:4 <b>patrons</b> 7:19 <b>pay</b> 30:5 31:17 33:8 35:7 37:10 <b>paying</b> 30:10 34:20 37:11 38:18,19 39:2 53:15,19 <b>payment</b> 34:18 55:11 <b>Pennsylvania</b> 1:8 2:6 6:20 <b>people</b> 3:16 23:1 30:10 <b>percent</b> 35:18 55:14 <b>perform</b> 41:22 <b>period</b> 20:16 32:1 <b>pertaining</b> 4:19 <b>phone</b> 8:5,19 <b>photograph</b> 26:8 <b>pilot</b> 43:13 <b>place</b> 31:16 34:21 35:1,9 <b>plan</b> 15:9 53:7 <b>planned</b> 53:7 <b>please</b> 3:2 9:22 11:4 13:15 <b>plenty</b> 56:20 <b>point</b> 18:4 25:16 26:9,12 28:10,21 33:22 40:1,8 46:9 46:9,14 53:4 55:22 <b>pointed</b> 7:21 25:17 28:1 <b>police</b> 5:3 6:11,17 7:2 8:1,5 15:6,12 15:18,21 17:2,13 17:18 21:16 22:11 28:1 30:6,17 31:14 32:12,14 36:9,10 37:15 39:3,9,16 40:5,14 43:14,15 44:22	46:2,12 50:21 51:22 53:21 55:6 55:13 <b>policeman</b> 14:21 <b>pop</b> 21:22 <b>portion</b> 25:20 29:7 29:18 32:20 <b>position</b> 9:1 <b>possible</b> 36:8 <b>possibly</b> 6:10 13:8 13:8 <b>pre</b> 55:10 <b>premise</b> 24:2 <b>premises</b> 15:7 <b>prepared</b> 18:17 <b>prepay</b> 54:13 <b>prepayment</b> 54:13 55:11 <b>presence</b> 3:18 <b>present</b> 1:18,23 3:11 14:22 15:12 17:13 21:17 <b>presiding</b> 1:17 <b>pretty</b> 5:22 8:10 <b>primarily</b> 50:21 <b>prior</b> 6:3 8:4 20:13 <b>private</b> 29:5 <b>probably</b> 33:2 <b>problem</b> 4:5 <b>procedure</b> 15:6 <b>proceeding</b> 22:18 <b>process</b> 18:22 19:3 19:7 36:17 54:11 <b>program</b> 9:16 32:5 43:13 53:5 54:19 55:16 56:21 57:4 <b>progress</b> 56:12 <b>Properties</b> 29:3 <b>property</b> 29:2 40:3 42:1 <b>protection</b> 17:7 <b>provide</b> 12:9 <b>provided</b> 2:19 43:20 45:20 53:4 <b>providing</b> 8:17 53:7 <b>provision</b> 23:2	<b>purposes</b> 53:1 <b>pursuant</b> 2:9,21 42:10 <b>put</b> 6:2 34:21 51:14 <b>Putting</b> 15:17 <b>P-R-O-C-E-E-D-...</b> 2:1 <b>p.m</b> 2:2 58:19	7:5,9 9:1,16 10:6 10:12,18,20 11:12 13:18,20 14:4,8 14:15,22 15:14,19 16:2,4,13,16 17:3 17:10,21 22:5,9 28:3 35:16 37:18 37:21 38:3,11 41:14 46:13 <b>reimburse</b> 33:9 <b>reimbursed</b> 32:4 34:5 <b>reimbursement</b> 38:7 <b>reimbursing</b> 34:8 <b>reiterated</b> 8:10 <b>related</b> 7:16 <b>relevant</b> 4:18 5:2 11:8 <b>render</b> 35:15 <b>rendering</b> 2:13 <b>rent</b> 31:18 34:9 35:7 38:19 <b>report</b> 11:18,20 12:7 15:3 18:5,12 18:17,17,21 19:8 19:16 20:1,6,17 21:7 23:10,20 25:14 27:19 28:14 28:16 29:22 34:10 38:5 40:2,17 41:21 45:12 <b>reports</b> 23:12 <b>represent</b> 16:17 <b>request</b> 2:14 <b>requested</b> 3:18 <b>require</b> 10:4 14:4 54:12 <b>required</b> 51:2 <b>requirement</b> 14:20 20:10 21:16 22:13 <b>requirements</b> 25:2 25:10 51:18 <b>requires</b> 9:15 55:10 <b>residences</b> 26:13 <b>residential</b> 6:19 7:3 25:20 26:18 28:6
<b>P</b>			<b>Q</b>	
<b>page</b> 10:11,13 11:13,14 18:5 20:6 27:20,21 28:18 29:9,10 <b>paid</b> 6:6 29:5 54:2 <b>paperwork</b> 45:11 <b>paragraph</b> 10:16 10:17 13:17 27:20 28:20 29:10,11,16 <b>parenthetically</b> 28:21 <b>part</b> 5:13 6:10,11 6:19 7:3,8 15:18 16:3 32:5 49:2 50:12 52:3,7 <b>partial</b> 27:20 <b>participant</b> 15:8 <b>participate</b> 9:15 53:4 <b>participating</b> 57:4 <b>particular</b> 7:22 17:22 <b>parties</b> 3:1 22:22 24:8,19 31:10,13 <b>parts</b> 4:18 5:2 11:8 <b>pass</b> 12:22 <b>patrol</b> 18:1 24:2 33:3 41:11,13			<b>question</b> 14:19 22:20 24:8,18 30:14 32:2,9 35:13 42:4 50:21 53:3 <b>questions</b> 9:4,7 18:3 24:13 28:15 36:6 49:20 57:12 <b>quick</b> 42:16 51:5 <b>quite</b> 6:10 13:7,8 <b>quotes</b> 40:2 <b>quoting</b> 11:11 16:10,12	<b>reimburse</b> 33:9 <b>reimbursed</b> 32:4 34:5 <b>reimbursement</b> 38:7 <b>reimbursing</b> 34:8 <b>reiterated</b> 8:10 <b>related</b> 7:16 <b>relevant</b> 4:18 5:2 11:8 <b>render</b> 35:15 <b>rendering</b> 2:13 <b>rent</b> 31:18 34:9 35:7 38:19 <b>report</b> 11:18,20 12:7 15:3 18:5,12 18:17,17,21 19:8 19:16 20:1,6,17 21:7 23:10,20 25:14 27:19 28:14 28:16 29:22 34:10 38:5 40:2,17 41:21 45:12 <b>reports</b> 23:12 <b>represent</b> 16:17 <b>request</b> 2:14 <b>requested</b> 3:18 <b>require</b> 10:4 14:4 54:12 <b>required</b> 51:2 <b>requirement</b> 14:20 20:10 21:16 22:13 <b>requirements</b> 25:2 25:10 51:18 <b>requires</b> 9:15 55:10 <b>residences</b> 26:13 <b>residential</b> 6:19 7:3 25:20 26:18 28:6
			<b>R</b>	
			<b>R</b> 38:3 <b>RDO</b> 36:10 53:5 54:19,22 55:15 57:4 <b>read</b> 9:21 28:11,13 <b>ready</b> 13:13 <b>real</b> 24:7 51:5 <b>really</b> 22:5,10,16 22:17 <b>reason</b> 5:20 <b>recognize</b> 13:1 24:16 51:13,14 <b>recollection</b> 21:1 49:13 <b>recommend</b> 51:1 <b>record</b> 3:3 23:12 <b>Reese</b> 38:22 <b>Reeves</b> 1:15 <b>reference</b> 40:18 <b>refused</b> 30:5 <b>regular</b> 41:12 <b>reimbursable</b> 4:19 5:5,13,21 6:2,6	

29:7,17 30:12 32:20 33:1 48:12 50:6 <b>residents</b> 7:2,11 50:8,12 <b>respect</b> 18:15 20:2 23:14 25:9 36:2 <b>respond</b> 30:7 <b>response</b> 9:5 49:21 57:13 58:9,12 <b>responsibilities</b> 7:10,17 25:1 <b>responsibility</b> 7:13 25:16 26:2,10,12 26:17 30:2 48:11 56:3 <b>responsible</b> 7:18 8:13,16 28:4 34:8 <b>responsive</b> 30:13 <b>result</b> 2:20 <b>Retailer</b> 1:8 <b>review</b> 13:6 <b>reviewed</b> 13:2 23:9 <b>revoked</b> 2:18 <b>re-echoed</b> 8:20 <b>right</b> 3:20 4:9 7:1 17:16 20:15 21:4 23:20 24:3,5 25:4 26:10 37:8 38:4 41:1,2 47:11 49:20 50:19 51:10 52:9 55:1,2,9,16 56:12 57:14 <b>Room</b> 1:15 <b>routine</b> 18:1 <b>running</b> 54:22 <b>Ruthanne</b> 1:16,18	<b>saying</b> 26:16 40:4 41:11,15,18 46:16 46:18 <b>says</b> 10:17,19 18:6 20:7 27:22 40:18 44:22 <b>schedule</b> 53:8,15 54:3 55:8 <b>scheduled</b> 53:6 <b>schedules</b> 40:19 <b>scheduling</b> 40:18 53:14 <b>scout</b> 5:11 <b>se</b> 22:18 <b>second</b> 18:7 20:6 27:20,21,22 28:18 34:16 35:10 45:5 47:1,6,7,9,12 55:22 57:17,20 <b>seconded</b> 57:16,22 <b>security</b> 24:1,21 29:14 45:15,16,19 45:21 46:1 <b>see</b> 10:19 18:11 19:12,13 20:13 24:12 33:13 38:1 <b>seen</b> 23:13,20 45:12 49:7,11 <b>send</b> 8:2 <b>sends</b> 6:14 <b>sentence</b> 40:17 <b>separate</b> 32:1 40:4 <b>September</b> 4:22 12:22 <b>series</b> 18:22 <b>services</b> 38:12,14 38:14 41:22 <b>seven</b> 31:20 <b>share</b> 12:11,14 <b>shared</b> 23:21 <b>sheets</b> 41:21 <b>shift</b> 36:14 <b>shifts</b> 36:17 <b>shorten</b> 23:9 <b>show</b> 2:21 6:8,9,12 11:4 20:7 22:1 <b>showed</b> 7:12	<b>side</b> 26:5 <b>sidewalk</b> 32:19 33:3 <b>signed</b> 16:19 19:16 56:11 <b>SILVERSTEIN</b> 1:22 11:22 36:7 36:13 37:4,9,16 38:4,15,21 39:6 39:15,22 40:10 41:1 58:6 <b>single</b> 28:7 <b>sir</b> 9:17 10:22 11:3 12:3 13:3,8 14:16 19:5,9,19 20:14 37:7 42:21,22 43:8 47:19 52:21 <b>sit</b> 21:5 <b>situation</b> 30:17 43:10 <b>six</b> 52:1 <b>slow</b> 44:7,7 <b>solely</b> 17:4 <b>solicit</b> 17:5 <b>solution</b> 43:10 <b>sorry</b> 27:7 28:12 32:8,13 41:6 42:17 43:7 44:4,5 44:8 52:17 <b>speak</b> 5:17 51:16 <b>Special</b> 36:20 54:5 <b>specific</b> 32:8 <b>specifically</b> 16:6 17:6,22 <b>specification</b> 17:12 <b>spelled</b> 25:15 <b>spoke</b> 13:17 21:3 29:1,13 36:18 39:5 40:3 48:8,11 <b>spoken</b> 40:21 49:6 54:4 <b>standing</b> 26:8 <b>start</b> 4:12 39:11 43:14 53:6,9 <b>starting</b> 37:2 56:18 <b>state</b> 6:17 7:20 51:9 51:21	<b>stated</b> 5:22 6:14 7:9 9:14 17:1 26:9 29:4,14 40:19 48:2,11 <b>statement</b> 8:19 55:4 <b>statements</b> 38:1 <b>states</b> 5:2 13:18 15:4 16:6 17:1 <b>status</b> 5:21 <b>statute</b> 13:22 17:11 <b>step</b> 19:6 34:21 <b>Stephen</b> 3:7 <b>stop</b> 47:2 <b>storefront</b> 32:21 <b>story</b> 8:12 <b>Street</b> 1:16 <b>subject</b> 3:12 <b>submission</b> 19:7 <b>submitted</b> 13:10 18:17 19:11 <b>suggested</b> 4:3 24:14 <b>suggestion</b> 31:14 <b>Sullivan</b> 3:9 4:7 31:4,4,6,9 32:13 33:5,11,18,21 34:2 35:17 36:1,4 36:12,15,22 37:7 37:11 38:2,13,17 39:1 40:7,11 42:6 42:19,19,20,22 43:2,6,8,21 44:5,8 44:11,15,17,21 45:9,13,17,22 46:4,7,14,22 47:9 47:14,19 48:15 50:15 52:18,18,20 52:21 53:12,18 54:12 55:5,10,18 56:9 57:7 <b>supervisor</b> 4:14 19:4 21:11 <b>supposed</b> 42:10 <b>sure</b> 10:1 13:11 19:14 27:15 30:19 46:20 52:16 54:15	54:20 57:6,15 <b>surrounding</b> 16:7 <b>suspended</b> 2:18 <b>sworn</b> 2:15 <b>sync</b> 57:5 <hr/> <b>T</b> <hr/> <b>table</b> 3:2 23:3 <b>take</b> 10:1 34:20 44:2 <b>takes</b> 6:21 <b>talk</b> 21:19 <b>talking</b> 6:16 8:4 <b>telephonically</b> 29:1 29:13 <b>tell</b> 33:7 <b>tenant</b> 56:4 <b>term</b> 33:20 55:16 <b>terms</b> 24:20 52:11 54:9 <b>testimony</b> 2:15 <b>Thank</b> 9:3 12:19,20 26:14 31:5 42:14 42:14 43:1 47:20 47:21,21 52:15 55:19 57:9 58:15 58:16 <b>thing</b> 35:19 56:10 57:1 <b>things</b> 31:7 38:6 <b>think</b> 18:3 22:7,16 23:21 24:7,12,14 32:17 36:15 42:16 43:12 50:21 <b>three</b> 28:22 <b>three-and-a-half</b> 36:16 <b>three-hour</b> 36:16 <b>throw</b> 23:5 <b>Thursday</b> 31:19 32:15 <b>time</b> 7:22 8:9 9:4 10:2 20:16 21:5 26:22 31:21 32:16 34:2 36:11 41:21 43:9,12 44:1 45:2 49:4,16 51:2
<hr/> <b>S</b> <hr/> <b>satisfies</b> 22:12 25:9 51:12 <b>satisfy</b> 22:9 51:18 <b>Saturday</b> 4:14 5:7 14:10 15:1,12,21 17:19 27:9,11,12 29:12 31:19 32:15 <b>saw</b> 5:8 6:17				

53:20 54:1 56:20 <b>times</b> 17:12 39:10 55:6 <b>today</b> 21:5 23:3 36:19 37:12 38:9 39:4 48:14 51:12 51:17 52:2,20 54:5 <b>today's</b> 3:12 <b>told</b> 3:21 7:17 54:6 <b>tomorrow</b> 52:11 <b>top</b> 18:5 20:6 27:19 27:21 <b>touch</b> 31:7 <b>tour</b> 41:12 <b>training</b> 4:1 <b>transferred</b> 37:3 <b>transfers</b> 56:3 <b>traveling</b> 4:7 <b>trust</b> 30:13 <b>try</b> 23:9 54:6 <b>trying</b> 41:10 46:19 <b>Tuesday</b> 28:20 32:15 <b>two</b> 24:8,18 31:10 31:22 32:14 33:5 33:6,12 34:10 36:10 48:19 49:17 <b>type</b> 43:3 <b>Typically</b> 48:21 <b>t/a</b> 1:7	<b>validates</b> 23:22 <b>varies</b> 32:18 <b>vehicle</b> 5:9 <b>Veronica</b> 29:2 <b>versus</b> 18:1 <b>view</b> 23:21 <b>violation</b> 1:10 14:11 17:18 <b>visit</b> 4:16 5:20 18:16 19:22 28:22 <b>visited</b> 5:8 14:10 48:3 <b>voluntary</b> 1:10 4:18,21 9:14 11:2 11:5,7,9 12:8 13:1 14:3,7,11 15:4 16:11,18,20 17:1 21:8 22:3,18,22 24:9,19 25:2,10 31:11 34:3 35:1 40:8,12 43:4 44:10,11,13,15,17 44:19 45:5,7 47:18 51:12,19 <b>vote</b> 58:13	<b>week</b> 6:3 20:13 27:6,9 34:15 <b>went</b> 6:5 7:15 18:19 35:1 39:17,18,21 <b>weren't</b> 40:8,13 45:1 <b>west</b> 6:21 <b>we'll</b> 53:18 <b>we're</b> 3:12 22:7,19 24:4 25:12 34:19 35:7,11 53:14 55:7,14,15 <b>we've</b> 32:7 34:11 36:17 39:1,3 45:12 50:22 53:12 53:13 55:7,12 <b>willing</b> 57:1 <b>witness</b> 28:10,11 <b>witnesses</b> 3:15 30:16 48:14 <b>Woolridge</b> 29:14 29:16 40:19 <b>word</b> 10:4,12,16 14:8,21 36:1 <b>words</b> 10:6,17 14:5 <b>work</b> 40:12,20 46:11,12 <b>worked</b> 43:3 <b>working</b> 31:15 34:15 <b>works</b> 54:19 <b>written</b> 53:11,12 <b>wrote</b> 20:13,17	<b>\$</b> <b>\$12,000</b> 33:14 <b>\$14,000</b> 33:15 <b>0</b> <b>009</b> 1:6 <b>05</b> 35:9 <b>1</b> <b>1</b> 22:7 <b>1st</b> 37:2 39:12 53:6 53:9,15,16 54:13 54:18,22 55:8,18 56:18,20 <b>10th</b> 18:12,18 19:11,16 20:1 <b>100</b> 55:14 <b>11-CMP-00493</b> 1:9 <b>11-CMP-00593</b> 2:5 <b>11-251-340</b> 28:17 <b>11:00</b> 32:16,17 <b>11:30</b> 27:3 <b>12th</b> 4:14 5:1,7 18:7,16,21 19:22 42:4 <b>14th</b> 1:15 47:15 <b>15</b> 1:13 <b>15th</b> 28:20 <b>1604</b> 2:22 <b>1611.1</b> 2:10 <b>19th</b> 29:12 <b>2</b> <b>2</b> 10:11,13 11:13,14 18:5 <b>2A</b> 1:10 2:7 <b>2D</b> 39:7,8 <b>2nd</b> 30:6 39:19 <b>2:00</b> 32:17 <b>2:43</b> 2:2 <b>2000</b> 1:15 <b>2005</b> 4:22 5:1 13:1 35:22 43:9 <b>2011</b> 4:14 18:9,12 19:18 <b>2012</b> 1:13 <b>23</b> 2:9,21	<b>2401</b> 1:8 2:6 6:20 29:3 <b>251s</b> 29:20 <b>3</b> <b>3:00</b> 32:17 <b>3:28</b> 58:19 <b>4</b> <b>45</b> 37:11 <b>5</b> <b>50</b> 35:18 <b>55</b> 37:13 <b>6</b> <b>6</b> 15:3 25:2 <b>60591</b> 1:9 2:7 <b>7</b> <b>7-0</b> 58:14 <b>8</b> <b>8th</b> 4:22 12:22
<b>U</b> <b>understand</b> 15:16 19:2,21 41:10 45:4 <b>understanding</b> 46:6 54:19 <b>understood</b> 16:22 17:3 <b>uniform</b> 39:10 <b>use</b> 10:4,5 14:7,21 30:18,21 31:2 41:13 <b>usually</b> 49:15,16	<b>W</b> <b>waiting</b> 54:8 <b>walk</b> 32:19 54:16 <b>wall</b> 7:13 25:18 26:1,5 30:3 <b>want</b> 2:9 12:17 13:14 21:22 22:2 23:5 27:2 44:2 46:20 51:9,13 54:16 55:8,14 <b>wanted</b> 32:11 33:13 34:4 40:12 54:15 54:20 <b>wanting</b> 32:3 <b>wants</b> 4:10 <b>Washington</b> 1:6,16 <b>wasn't</b> 34:22 38:2 41:15 <b>way</b> 5:11,15 24:20 32:3 50:17 53:19 <b>weather</b> 48:22	<b>X</b> <b>X</b> 35:4 <b>Y</b> <b>year</b> 33:17 <b>years</b> 31:20 35:4 49:18 52:1 <b>yesterday</b> 3:22 35:9,10 39:4 56:5 <b>York</b> 4:7 <b>P</b> <b>p</b> 1:5,12	<b>V</b> <b>vague</b> 24:9,16	