

POCONO MOUNTAIN SCHOOL DISTRICT BOARD OF DIRECTORS

- - -
In Re: Pocono Mountain Charter School
- - -

Transcript of proceedings held in the
above-captioned matter before the Pocono Mountain School
District Board of Directors, Administration Building,
Swiftwater, PA on Tuesday, September 15, 2009, commencing
at or about 10:30 o'clock a.m.

- - -
HENRY E. BOCKELMAN, President
JOHN H. DAVIS, Member
MEG DILGER, Member
MICHAEL STERN, Member
JANE NIERING, Member.
JEFFREY D. LITTS, ESQ., Solicitor.
- - -

APPEARANCES: KING, SPRY
BY: ELLEN C. SCHURDAK, ESQ.
100 West Broad Street, Suite 700
Bethlehem, PA 18018
-- For the Administration

ANDERS & MASINGTON
BY: MARSHALL E. ANDERS, ESQ.
18 North Eighth Street
Stroudsburg, PA 18360
-- For Pocono Mountain Charter School

ANDERSON, CONVERSE & FENNICK, P.C.
BY: DANIEL M. FENNICK
1423 East Market Street
York, PA 17403
-- For Pocono Mountain Charter School

ALSO PRESENT: Michelle Dezoni

DONNA KENDERDINE REPORTING
P.O. Box 509
STROUDSBURG, PA 18360
(570) 992-7766

INDEX OF WITNESSES

<u>Witness Name</u>	<u>Page No.</u>
MICHAEL BAXTER	
Voir Dire Examination	
By Ms. Schurdak	7
By Mr. Anders	10
Direct Examination by Ms. Schurdak	15
Cross Examination by Mr. Anders	67
Redirect Examination by Ms. Schurdak	99
Recross Examination by Mr. Anders	112
RAYMOND C. GEIGER, JR.	
Voir Dire Examination	
By Ms. Schurdak	113
By Mr. Anders	116
Direct Examination by Ms. Schurdak	117
Cross Examination by Mr. Anders	130
Redirect Examination by Ms. Schurdak	146
DEBORAH D. SOTACK	
Direct Examination by Ms. Schurdak	157
Cross Examination by Mr. Fennick	164
Redirect Examination by Ms. Schurdak	199, 227
Recross Examination by Mr. Fennick	226
SARA MAY-SILFEE	
Direct Examination By Ms. Schurdak	230
Cross Examination By Mr. Anders	240
Redirect Examination By Ms. Schurdak	243

- - -

INDEX OF EXHIBITS

<u>Exhibit Name & No.</u>	<u>Page No.</u>
J#10 Proof of Publication	5
J#11 Judge Cheslock Order of 8/4/09	6
J#12 Report Dated 10/19/2007 of Kathleen Spitzfaden of NEPA Appraisal Services	152
J#13 4/2/08 Letter to Pocono Mountain Charter School from Pennsylvania Department of Education	180
J#14 1/21/08 Letter to John Severs from Betsy Gustafson	182
J#15 1/31/08 Letter to Dwight Pfennig from Deborah Sotack	182
J#16 2/6/08 Letter to Betsy Gustafson from John Severs	182

INDEX OF EXHIBITS CONTINUED

J#17	2/14/08 Letter to Deborah Sotack from Dwight Pfennig	183
J#18	2/21/08 Letter to Dwight Pfennig from Deborah Sotack	183
J#19	7/2/08 Letter to Deborah Sotack from Dwight Pfennig (Redacted)	183
J#20	7/2/08 Letter to Deborah Sotack from Dwight Pfennig (Not redacted)	183
J#21	7/14/08 E-mail to Deborah Sotack from Dwight Pfennig	183
J#22	7/21/08 Letter to Dwight Pfennig from John Tommassini	183
J#23	7/28/08 Letter to Dwight Pfennig from Kathleen Branoff	183
J#24	11/07/08 E-mail to Masako Farrell from Dwight Pfennig	183
J#25	1/15/09 Complaint Investigation Report	
J#26	12/8/08 Letter to Dwight Pfennig from Richard Moss	184
J#27	1/24/08 Letter to Deborah Sotack from Dwight Pfennig	184
SD#1	Master Lease to Lease Agreements between Shawnee Tabernacle Church and Pocono Mountain Charter School Dated 7/9/2007	19
SD#2	Second Amendment to Lease Agreement between Shawnee Tabernacle Church and Pocono Mountain Charter School Dated 7/26/2006	28
SD#3	Ground Lease between Shawnee Tabernacle Church and Pocono Mountain Charter School dated 1/3/2007	30
SD#4	8/13/09 Letter from Michael Baxter & Associates to Attorney Schurdak	35
SD#5	9/1/09 Letter to Raymond C. Geiger Real Estate to Attorney Schurdak	130
SD#6	Monroe County Board of Elections Records	242
CS#1	Copy of 63 P.S. §457.2	12

- - -

* Exhibits not provided to the reporter.

P R O C E E D I N G S

Tuesday, September 15, 2009

- - -

MR. LITTS: Good morning. My name is Jeff Litts. I am the hearing officer that's appointed to preside at the charter school hearing to determine whether or not the charter of the Pocono Mountain Charter School should be revoked. This hearing is being held pursuant to Section 1729(a) of the Charter School Law and the Local Agency Law.

For purposes of the record, we have several board members who are present today, and if they could please identify themselves for the record.

MS. DILGER: Meg Dilger.

MR. STERN: Michael Stern.

MR. BOCKELMAN: Henry Bockelman.

MR. DAVIS: John Davis.

MR. LITTS: And for the administration, could counsel please identify herself and anyone else sitting at the table with her?

MS. SCHURDAK: Yes, Ellen Schurdak and the superintendant is sitting with me, Dwight Pfennig.

MR. LITTS: And counsel for the charter school, Mr. Fennick, if you could please identify everyone that's with you today.

1 **MR. FENNICK:** Yes. Marshall Anders from
2 Anders and Masington in Stroudsburg is here as co-counsel
3 with me, and Michelle Dezoni, who is assistant to the CEO
4 of the charter school, is here. In the audience we have
5 John Severs, the principal, and Dennis Bloom, who is the
6 CEO.

7 **MR. LITTS:** Okay. Thank you. For purposes
8 of the record, as I believe I stated at the first -- the
9 opening session of the hearing, this is, by law, required
10 to be a public hearing. We are maintaining a stenographic
11 record of that. There are also a number of people in the
12 audience and media present. I do ask that members of the
13 media and the audience please understand this is a quasi
14 judicial proceeding and, therefore, we expect appropriate
15 decorum. In the event that people engage in a behavior
16 that is disruptive, they will be asked to leave.

17 With that, we did have a pre-meeting of the
18 attorneys and hearing officer in this thing, and my
19 understanding is we have two additional joint exhibits.
20 Is that correct?

21 **MS. SCHURDAK:** Yes, that's correct,
22 Mr. Litts. I'm offering into evidence as a joint exhibit,
23 **J-10.** That is the certification of the Pocono Record
24 advertising today's meeting as well as the meetings for
25 October 1st, 5th, 6th, and 7th to commence at 10 a.m. in

1 the Administration Building as J-10.

2 As **J-11** I'm offering into evidence the
3 stipulation that the parties have signed under the caption
4 of the Court of Common Pleas case, but the stipulation is
5 basically a confidentiality agreement with respect to
6 educational records and students, which will become an
7 issue as the hearing progresses.

8 **MR. LITTS:** Okay. Mr. Fennick, is there any
9 objection to those being moved into evidence?

10 **MR. FENNICK:** No.

11 **MR. LITTS:** Okay. Joint Exhibits 10 and 11
12 are moved into evidence and that's so ordered. Pursuant
13 to my understanding as to what took place at the last
14 hearing, the school district is in a position to begin to
15 present its witness testimony. And with that,
16 Ms. Schurdak, you can call your first witness.

17 **MS. SCHURDAK:** Thank you. Mr. Baxter --

18 **MR. FENNICK:** I wonder, Mr. Litts, if you
19 could just put on the record two agreements we made
20 regarding your sending us notice after each hearing of
21 what parts of your administrative record are going to be
22 made part of the record.

23 **MR. LITTS:** Yeah. One of the things that we
24 discussed outside of the presence of the public and the
25 board is some logistical matters associated with the

1 compilation of the record.

2 First, I am maintaining the, quote, official
3 record of exhibits that are moved into evidence. And I
4 did promise to provide counsel as soon as my secretary can
5 type those up, if we can confirm that, I will provide them
6 electronically, an electronic copy, of the exhibits moved
7 into evidence as of the last date of the hearing. So, I
8 will extend that courtesy to both parties.

9 The other arrangement that I believe both
10 parties agreed to is to the extent possible in order to
11 expedite the presentation of evidence and to ensure both
12 parties are sufficiently prepared is that counsel will try
13 to provide reasonable notice to the opposing party of the
14 witnesses they intend to call at the next session, so
15 we're prepared to have people engage in direct and cross
16 examination hopefully in a succinct and orderly fashion.
17 I believe that we have one issue we're going to revisit.
18 We can put that on the record.

19 And with that, you can call your witness.

20 **MS. SCHURDAK:** Mr. Baxter, the chair --

21 **MR. MICHAEL BAXTER:** Sure.

22 - - -

23 MICHAEL BAXTER, having been duly sworn, was examined and
24 testified as follows:

25 **VOIR DIRE EXAMINATION BY MS. SCHURDAK:**

M. Baxter - Voir Dire

1 Q. Good morning, Mr. Baxter.

2 A. Good morning.

3 Q. Can you give your business address, please, for
4 the record?

5 A. RR 2, Box 25, West Main Street, Stroudsburg, PA.

6 Q. What do you do for a living?

7 A. I'm a commercial real estate broker.

8 Q. How long have you been a commercial real estate
9 broker?

10 A. Twenty-five years now.

11 Q. In Pennsylvania?

12 A. In Pennsylvania, Monroe county.

13 Q. What is your educational background?

14 A. Graduated from East Stroudsburg, went right into
15 real estate, achieved my CCIM designation --

16 Q. What --

17 A. -- which is the -- you know, the highest level of
18 education you get for commercial real estate, the
19 national designation. And I've had that since 1992.

20 Q. Are you involved in any associations?

21 A. Many. I'm a member of the Monroe County Planning
22 Commission, a board member of the Industrial Development
23 Authority of Monroe County, Industrial Development
24 Authority, I -- I serve on a few other bank advisory
25 boards and other civic organizations.

M. Baxter - Voir Dire

1 Q. I think you mentioned that you started in the
2 commercial real estate business approximately 20 years
3 ago?

4 A. Twenty-five years ago.

5 Q. Have you been working continuously within Monroe
6 County?

7 A. Yes.

8 Q. Have you ever been court appointed to act as a
9 receiver?

10 A. Yes, twice.

11 Q. Okay. What is your understanding of what your
12 role was as a receiver?

13 A. In both cases I was given full control of the
14 property. The first time was a multifamily 28 unit
15 complex where the -- the bank had applied for the
16 receivership, appointed me in complete control of
17 managing of the property and eventually selling the
18 property. The second time was just a few years ago, a
19 similar situation. A gentleman had several multiple
20 properties and they were -- I was placed in receivership
21 and charged with maintaining, managing them and
22 disposition, selling the properties, and we essentially
23 achieved all that.

24 Q. With respect to being court appointed, was that
25 from the Court of Common Pleas of Monroe County?

M. Baxter - Voir Dire

1 A. Yes, both times. Judge O'Brien the first time
2 and Judge Cheslock the second time.

3 Q. Have you ever been qualified as an expert in the
4 field of commercial fair market rental values?

5 A. Yes.

6 Q. Where and approximately when?

7 A. It's probably six or seven years ago with Stroud
8 Township. It was a condemnation proceeding.

9 Q. Was that being heard by the Court --

10 A. Yes.

11 Q. -- of Common Pleas?

12 A. Yes, same -- same court.

13 Q. Okay. Monroe County?

14 A. Monroe County.

15 Q. Has a court ever refused to qualify you as an
16 expert witness?

17 A. No.

18 MS. SCHURDAK: I'd like to offer this
19 witness as an expert in the area of commercial fair market
20 rental values.

21 MR. ANDERS: I'd like to cross examine his
22 qualifications.

23 MR. LITTS: Sure.

24 - - -

25 VOIR DIRE EXAMINATION BY MR. ANDERS:

M. Baxter - Voir Dire

1 Q. Sir, you gave us a report -- you gave counsel a
2 report dated August 31, 2009, correct?

3 A. Yes.

4 Q. Isn't it true, sir, that's an appraisal?

5 A. No.

6 Q. It's not an appraisal?

7 A. No.

8 Q. Well, let me ask you this. You, in that
9 appraisal, or that document, opine as to the fair rental
10 value of the church property?

11 A. Yes.

12 Q. Do you use comparable leases to reach that
13 opinion of value?

14 A. Yes.

15 Q. Do you discuss adjustments in that letter?

16 A. Yes.

17 Q. Isn't it true that comparables and adjustments
18 are components of an appraisal using the sales comparison
19 approach to value?

20 A. They are components of an appraisal, but not an
21 appraisal.

22 Q. What is an appraisal?

23 A. I was reviewing an appraisal.

24 Q. Are you certified as an appraiser?

25 A. No.

M. Baxter - Voir Dire

1 Q. Are you certified as a general appraiser?

2 A. No.

3 Q. General certified appraiser?

4 A. No.

5 Q. So, were you, in reviewing this appraiser's work,
6 performing a review appraisal?

7 A. No.

8 Q. Are you familiar with the provisions of the law
9 that governs appraisals?

10 A. Yes, somewhat.

11 Q. When was the last time you reviewed them?

12 A. I don't recall.

13 MR. ANDERS: Are there any Respondents....

14 MR. FENNICK: I'm not sure.

15 MR. LITTS: If you could just put CS. Why
16 don't we refer to you as Charter School?

17 MR. ANDERS: CS?

18 MR. LITTS: Yes, CS. We'll have the school
19 district referred to as School District, SD.

20 Mr. Anders, would you like this marked?

21 MR. ANDERS: Yes.

22 (COPY OF 63 P.S. §457.2 was marked for
23 identification by Mr. Anders as **Charter School Exhibit No.**
24 **1.**)

25 MR. LITTS: Here's a copy for the witness.

M. Baxter - Voir Dire

1 Q. Sir, I'm going show you what I marked as CS-1,
2 which is the definition of the section of the Act of the
3 License Certification Appraisal. Will you read the
4 definition of appraisal for me as contained in that
5 statute?

6 A. "A written analysis, opinion or conclusion
7 relating to the nature, quality, value or utility with
8 specific interest in or aspects of identified real
9 property or in expectation of compensation."

10 Q. You are being compensated for your August 31st
11 letter and for being here today, correct?

12 A. I am being compensated for my time in reviewing
13 the documents and giving my opinion, yes.

14 Q. Your letter of August 31st has an opinion as to
15 the fair rental value of the church property, the school
16 property, right?

17 A. Yes.

18 Q. So, you are opining as to value of the property
19 and condition of the property, correct?

20 A. Yes, and I am often --

21 Q. I just asked you if that's what it was.

22 A. Okay. Yes.

23 Q. Are you familiar with the provisions of 63
24 §457.3, which makes it illegal or unlawful to perform an
25 appraisal unless you're certified by the Commonwealth of

M. Baxter - Voir Dire

1 Pennsylvania?

2 **MS. SCHURDAK:** I'm going to object at this
3 point because we're getting into legal questions and this
4 witness is not a lawyer.

5 **MR. ANDERS:** That's not a legal question.
6 He's being held out as an expert in some field, I'm not
7 even sure, because if we're here on appraisals,
8 establishing fair rental value of the property, that's an
9 appraisal. So, I think I'm allowed to question him as to
10 his qualifications and whether or not it's illegal for
11 someone who's not certified as an appraiser.

12 **MR. LITTS:** If you'd like to ask him
13 questions about his qualifications, Mr. Anders, I'm going
14 to allow that. I'm not going to let you allow him to
15 opine as to what he thinks the law is.

16 **MR. ANDERS:** I'm showing him the law.

17 **MR. LITTS:** And, again, I'm not going to
18 allow you to continue questioning. I see where you're
19 going with this. If you have questions about his
20 qualifications, fine. This witness is not an attorney and
21 he doesn't have to answer questions about what he thinks
22 the law is. So, if you have additional questions as to
23 his qualifications --

24 **MR. ANDERS:** No, I'll save the rest of my
25 questions for cross examination. I would object to this

M. Baxter - Direct

1 person being called able to give an opinion as to the
2 rental value of property since he is not an appraiser and,
3 therefore, cannot testify as such.

4 **MR. LITTS:** Your objection is noted for
5 purposes of the record. It is overruled, and you may
6 continue your questioning.

7 **MS. SCHURDAK:** Thank you.

8 - - -

9 **DIRECT EXAMINATION BY MS. SCHURDAK:**

10 **Q.** Mr. Baxter, how many commercial real estate deals
11 have you been involved with in Monroe County?

12 **A.** Oh --

13 **Q.** As a very rough estimate over the last 20 years?

14 **A.** Several hundred. I mean, literally, hundreds.
15 It's all I do. I don't handle residential real estate,
16 just commercial.

17 **Q.** Have you had, over the years, any conversations
18 as a regular part of your business with appraisers who
19 are in the middle of doing commercial appraisals? Will
20 they contact you?

21 **A.** Yes.

22 **Q.** Tell me about that.

23 **A.** On a regular basis, all of the certified
24 appraisers call me for my opinion, for comparable sales
25 information, for feedback, you know, et cetera. They

M. Baxter - Direct

1 call on a regular basis.

2 Q. Now, you had wanted to say something when
3 Mr. Anders was cross examining you --

4 A. I --

5 Q. -- and he cut you off. And so I'm going to give
6 you this opportunity, Mr. Baxter. What is it that you
7 wanted to tell everyone?

8 A. That's pretty much what I was gonna say is, I
9 choose not to be a certified appraiser. I am a broker.
10 I handle and represent buyers, sellers, tenants,
11 landlords. You do have to get a certification to be a
12 certified appraiser. It doesn't mean that I don't have
13 an opinion of value and I do that as part of my normal
14 course of business. I am asked my opinion by all the
15 certified appraisers in Monroe County, including the
16 appraiser that did the appraisal on this property.

17 Q. I was going to ask you about that. Miss
18 Spitzfaden, S-P-I-T-Z-F-A-D-E-N, did she contact you when
19 she was working on this report for evaluation as of
20 September '07?

21 A. Yes, she did.

22 Q. Can you tell me about that conversation?

23 MR. ANDERS: Objection. It's hearsay.

24 MR. LITTS: Is this person going to testify?

25 MS. SCHURDAK: I suspect --

M. Baxter - Direct

1 **MR. ANDERS:** I --

2 **MR. SCHURDAK:** -- that Mr. Anders is going
3 to have or counsel from the charter school is going to
4 have her testify. If not, this is a Local Agency
5 proceeding.

6 **MR. LITTS:** I just want to know is this
7 person going to testify, yes or no? Do we know?

8 **MR. ANDERS:** No.

9 **MR. LITTS:** Well, I'm going to allow the
10 question with the understanding that for purposes of the
11 Local Agency Law the board cannot rely exclusively on
12 hearsay to support any findings of fact that they may make
13 in this proceeding. With that understanding, I'm going to
14 allow the question, but caution counsel to please keep
15 that in mind.

16 **MR. ANDERS:** I'm going to qualify that. No,
17 depending on what he says now.

18 **MR. LITTS:** I'm not saying you're held to
19 it. I'm just trying to understand because, clearly, if
20 the person was going to testify then this concern goes
21 away and you can call whatever witnesses you think is
22 appropriate in your case. So, you're not committed to
23 that, Mr. Anders, in any way, by what your statement today
24 is. So, you can proceed with your question.

25 **MS. SCHURDAK:** Thank you.

M. Baxter - Direct

1 **Q.** Mr. Baxter, can you tell me what the conversation
2 was with Ms. Spitzfaden?

3 **A.** My recollection is she asked me for -- if I had
4 comparable lease information for the property because she
5 was having difficulty in finding comparable leases and --
6 and she often calls me on commercial appraisals for my
7 opinion and advice --

8 **MR. ANDERS:** Objection as nonresponsive to
9 the question.

10 **THE WITNESS:** Okay.

11 **MR. LITTS:** Overruled. I believe the
12 question's been answered.

13 **THE WITNESS:** Okay.

14 **Q.** The property is what? Just so the record is
15 clear.

16 **A.** The Tabernacle, next to Carriage Square. I
17 don't know -- I have to reference the exact -- Pocono
18 Mountain Charter School's located -- Shawnee Tabernacle
19 School.

20 **Q.** Okay.

21 **A.** I still think of it as Carriage Square. I knew
22 it before that.

23 **Q.** Well, I think the mailing address is 16 Carriage
24 Square. For your testimony here today, can you tell
25 everyone what it is that you reviewed before appearing?

M. Baxter - Direct

1 A. I reviewed the master lease, the ground lease,
2 the amendment to the lease, the deeds and the appraisal.

3 Q. Okay. I'm going to show you what I'm going to
4 mark as SD-1.

5 (Master Lease to Lease Agreements between
6 Shawnee Tabernacle Church and Pocono Mountain Charter
7 School Dated 7/9/2007 was marked for identification by Ms.
8 Schurdak as School District Exhibit No. 1.)

9 Q. All right. I've handed you a document that I've
10 identified as SD-1 and it's entitled the Master Lease.
11 Is that the lease that you just referred to as the master
12 lease?

13 A. Yes.

14 Q. Okay. Who signed this lease? Or was the
15 signature page evidenced?

16 A. Yes. Landlord, Shawnee Tabernacle Church; board
17 president -- can't make out the first name, Peetchatka is
18 the last name, and the Pocono Mountain Charter School
19 board president -- and I can't make out that signature as
20 well.

21 Q. And what's the signature date for the landlord
22 and the tenant?

23 A. July 9th of 2007 for both.

24 Q. Now, what is the rent schedule that's contained
25 within this document?

M. Baxter - Direct

1 A. A 10 year lease commencing on June 30th, 2000 --

2 Q. Is that unusual in your --

3 A. -- 2017.

4 Q. -- in your experience, to have a 10 year lease?

5 A. It's unusual to have a 10 year initial term.

6 Q. Okay. Go on.

7 A. And then there are -- it looks like option
8 periods, five year option periods, five year intervals.

9 Q. What about the basic rent?

10 A. The base rent, I believe, is 14 -- \$14 a square
11 foot.

12 Q. Okay. It's actually broken out into three
13 different premises, is it not?

14 A. Um-hum.

15 MR. ANDERS: Object --

16 Q. Is that unusual?

17 A. Yes.

18 Q. Okay. Can you tell me about that? What's the
19 usual custom with commercial leases?

20 A. With commercial leases now, the usual custom is
21 the triple net lease, which is where you would pay base
22 rent and then a portion of all the other expenses. In
23 Monroe County there -- you know, it's not unusual to have
24 other types of leases like gross leases or net leases,
25 but for the most part, we're moving forwards triple net

M. Baxter - Direct

1 leases.

2 Q. Gross lease, if you can just define that?

3 A. A gross lease would mean all inclusive, just the
4 opposite of a triple net lease where everything would be
5 included; taxes, CAM, utilities, et cetera.

6 Q. So, I pay a flat rent, I have no utilities --

7 A. Everything. Right, everything included.

8 Q. Okay. Is the tenant, the charter school, granted
9 exclusive possession of the property as delineated in the
10 lease agreement?

11 A. No.

12 Q. What does the lease agreement say with respect to
13 when the charter school has possession of the property?

14 A. There was a break down of hours. I think it
15 gives specific hours as to what -- when in use. I'm just
16 not sure what page that would be on.

17 Q. Page 4.

18 A. Oh, yeah, 7 to 5 p.m., Monday through Friday.

19 Q. Now, in your experience as a commercial realtor,
20 have you ever seen such a condition --

21 A. No, I have not.

22 Q. -- like this?

23 A. It is unusual.

24 Q. What is that indicative of?

25 A. Well, it wouldn't be --

M. Baxter - Direct

1 **MR. ANDERS:** Objection.

2 A. It wouldn't be indicative of an arm's length
3 transaction.

4 **MR. ANDERS:** Objection. He's not qualified
5 to testify as to an arm's length transaction. That's a
6 legal conclusion.

7 **MR. LITTS:** Overruled. You can continue.

8 **Q.** Go ahead, Mr. Baxter.

9 A. To me, it would not indicate an arm's length
10 transaction. It would indicate almost a shared space.

11 **Q.** What do you mean by shared space?

12 A. Where you wouldn't have full control of the
13 space.

14 **Q.** Have you seen arrangements in leases before that
15 you've reviewed where there hasn't been an arm's length
16 transaction?

17 A. Yes.

18 **Q.** Tell me about those.

19 A. If there's a relationship between the landlord
20 and the tenant, if there's -- sometimes an entity could
21 be formed to lease from themselves for tax reasons. I --
22 I own my office building, I lease it to my corporation.
23 You know, there's a lot of situations like that.

24 **Q.** So, a personal owner --

25 A. Right.

M. Baxter - Direct

1 Q. -- leasing to -- is that what you meant --

2 A. That's what I mean, um-hum.

3 Q. Does this lease agreement address utilities and
4 the payment of utilities?

5 A. Yes, it does.

6 Q. What does the lease agreement provide?

7 A. There is a reference to utilities and I think
8 there's an additional one in the amendment, so I'm not
9 sure which page.

10 Q. Page 10, Utilities and Other Charges.

11 A. Yep. Here we go. In this case the utilities are
12 the tenant's responsibility with reimbursement back from
13 the landlord.

14 Q. And, again --

15 A. Partial reimbursement.

16 Q. You're seeing commercial leases on a regular
17 basis in your field. Is that a typical type of clause?

18 A. No, that's -- that's very unusual.

19 Q. You said very unusual. How often, ballpark, have
20 you seen such an arrangement?

21 A. I've never seen it structured this way. The only
22 time I've ever seen it is if, for example, a building has
23 one heating unit and they prorate like the -- it's split
24 into different units and they prorate the utilities by
25 square footage for each tenant, but I've never seen it

M. Baxter - Direct

1 structured this way where the landlord and the tenant are
2 sharing it like that.

3 **Q.** Okay. Does that cause you any concern about the
4 relationship between landlord and tenant?

5 **MR. ANDERS:** Objection. He's not been
6 qualified to testify as an expert about a relationship
7 between this landlord and tenant. He's classified as an
8 expert to talk about fair rental value. That's what he
9 was offered for.

10 **MR. LITTS:** Mr. Anders, I'm going to
11 overrule your objection and I advised counsel on numerous
12 occasions the purpose of these proceedings is to gather
13 information and evidence. The board ultimately would
14 conclude what relevancy any testimony may have and counsel
15 will be given the opportunity to give argument as to the
16 relevancy or irrelevancy of any evidence.

17 **MR. ANDERS:** I also believe there are due
18 process rights involved here.

19 **MR. LITTS:** And that's why we're here.

20 **MR. ANDERS:** I think my objection -- I'm
21 allowed to object if I think there's a due process
22 objection.

23 **MR. LITTS:** Well, again, and Mr. Anders, to
24 be clear, this hearing has been delayed for over a year,
25 actually, to have the school district, administration and

M. Baxter - Direct

1 charter school resolve some things. This has been in the
2 Monroe County Court of Common Pleas. This is the form, by
3 law, we must have. This is the opportunity to present
4 that evidence. No decision has been made until all the
5 evidence is taken. Counsel will have the opportunity for
6 argument and then and only then we'll work with the board
7 in siphoning through all this stuff to decide what is a
8 fair and appropriate decision. So, there's an opportunity
9 for due process to present evidence, argument, and you
10 will have the same opportunity that's being extended to
11 the administration. So, with that caveat, the
12 administration can continue its questioning.

13 **MS. SCHURDAK:** Thank you.

14 **Q.** You've probably forgotten the question.

15 **A.** Yeah. I was going to say, could you repeat it?

16 **Q.** It's okay. Sorry, Mr. Baxter.

17 **A.** That's okay.

18 **Q.** I think I was really asking you a question
19 regarding arm's length transactions, getting to the
20 utilities clause. Does that really, for you, raise areas
21 of concern?

22 **A.** It indicates a relationship, an unusual
23 relationship, between the landlord and tenant.

24 **Q.** Why do you say that?

25 **A.** Because normally it's unusual to see in a -- in

M. Baxter - Direct

1 a -- in a typical landlord/tenant lease that -- where I
2 -- where I represented landlords and tenants before, I've
3 never seen it structured this way. Like I said, it's a
4 flat rate, it's a reimbursement back on a flat rate and
5 with the space being shared the way it is, it's just
6 unusual.

7 Q. Tell me what you mean by the space being shared
8 the way it is.

9 A. Well, I've never seen a time -- I've never seen a
10 time schedule in a lease like this. And if you don't
11 have full control of the space, you know, that would be
12 an indication, again, of a relationship different than
13 the normal arm's length transaction.

14 Q. Because it's Monday through Friday, 7 to 5.

15 A. Yeah.

16 Q. On school calendar days.

17 Q. Yeah. It's actual -- you know, not only days,
18 but times.

19 Q. Okay. Is there anything also unusual about the
20 physical space? I mean, we're talking about the school
21 length.

22 A. Right.

23 Q. Is there another portion of this?

24 A. Yeah. The space is unique in itself. I mean, it
25 was originally, you know, stables, I believe. You

M. Baxter - Direct

1 know....

2 Q. Many years ago?

3 A. Many, many years ago.

4 Q. Okay.

5 A. And it's gone through a couple renovations, but
6 it's quite an unusual space the way it's configured and
7 the way it's set up, the last time I was in it.

8 Q. What is housed in it today?

9 A. As far as I know, the charter school.

10 Q. And what else?

11 A. Just office space and daycare, like a daycare
12 type of setup.

13 Q. Is there a church that operates?

14 A. And -- and a church adjacent.

15 Q. Okay, which is the same physical --

16 A. Um-hum.

17 Q. Physically connected space?

18 A. Um-hum.

19 Q. Okay. Is there anything else in this lease
20 agreement identified as SD-1 that in your experience as a
21 commercial realtor is unusual?

22 A. I don't recall anything else in this document.
23 There was another -- there was something in the amendment
24 that was unusual.

25 Q. The second amendment to the lease agreement?

M. Baxter - Direct

1 A. Yes.

2 Q. Okay. I'm going to mark that document as SD-2.

3 (Second Amendment to Lease Agreement between
4 Shawnee Tabernacle Church and Pocono Mountain Charter
5 School Dated 7/26/2006 was marked for identification by
6 Ms. Schurdak as School District Exhibit No. 2.)

7 Q. Now, Mr. Baxter, I think this is one of the lease
8 agreements you said that you reviewed before coming --

9 A. Yes.

10 Q. -- to the hearing today.

11 A. Yes.

12 Q. Okay. What is the effective date of this
13 agreement?

14 A. Lease agreement, the amendment agreement, June
15 25th, 2004. This was effective on first date -- 1st of
16 August, 2006.

17 Q. Okay. Is this between the same parties, that
18 being the charter school and Shawnee Tabernacle Church?

19 A. Yes.

20 Q. What is it that is unique, in your opinion,
21 regarding this amendment?

22 A. The -- the clause that jumped out at me as soon
23 as I saw it was 2.2..

24 Q. Okay. That's on the second page?

25 A. On the second page.

M. Baxter - Direct

1 Q. Um-hum.

2 A. I've never seen a lease that was tied to the
3 specific terms of the debt service of a landlord with the
4 terms spelled out in the lease.

5 Q. Okay. So, the calculation of rent you're looking
6 at?

7 A. Yeah.

8 Q. Can you quote the exact language?

9 A. Calculation of rent for the expansion premises.

10 Q. Okay. What is it exactly? Just so the record is
11 clear.

12 A. That the -- the rent is amount equal to 100
13 percent of the then current monthly interest and
14 amortization payment of landlord's mortgage loan of 2.2
15 million dollars arising from the development of expansion
16 premises. Tenant will pay landlord each month the
17 minimum monthly payment of \$18,756.56 or as set forth in
18 the tax schedule entitled Expansion Premises Base Rent.

19 Q. My copy doesn't have an attachment. Does your
20 copy?

21 A. No, it doesn't.

22 Q. Why is this unusual?

23 A. I've never seen it in a lease in 25 years.
24 Certainly the landlord would want to cover their debt
25 service, but I've never seen them disclose terms of their

M. Baxter - Direct

1 debt service in the lease and require it to be covered
2 that specifically.

3 Q. What does that suggest to you?

4 A. Again, it suggests a -- you know, a relationship
5 between the landlord and the tenant.

6 Q. When you say relationship, what do you mean?

7 A. Other than a -- an independent landlord/tenant,
8 other than an arm's length transaction, what would be an
9 arm's length transaction.

10 Q. The other agreement that you referenced, that you
11 reviewed before coming to the hearing today, was the
12 ground lease agreement.

13 A. Yes.

14 Q. I'm marking that as SD-3.

15 (Ground Lease between Shawnee Tabernacle
16 Church and Pocono Mountain Charter School dated 1/3/2007
17 was marked for identification by Ms. Schurdak as School
18 District Exhibit No. 3.)

19 Q. Is that the document that you reviewed -- excuse
20 me --

21 A. Yes.

22 Q. -- prior to coming to court today? This, again,
23 is between the parties, the charter school and Shawnee
24 Tabernacle Church?

25 A. Yes.

M. Baxter - Direct

1 Q. Signed in February 2007?

2 A. Yes.

3 Q. Anything unusual that you haven't already --
4 anything unusual in this lease agreement?

5 A. No. I think this was just pretty much supportive
6 of the other documents, but I didn't see anything that
7 jumped out that was exceptionally unusual in this case.
8 It's a minimum rent. I mean, most of -- most of the time
9 the lease rate and everything is tied to the
10 improvements, you know, not the -- the ground lease like
11 this.

12 Q. How often have you seen that, this tied to the
13 ground lease?

14 A. Not very often. It's like -- usually it's either
15 a ground lease or -- you know, or a lease of the
16 premises.

17 Q. What is a ground lease?

18 A. Well, again, typically in our market, a ground
19 lease would be, you know, more of a retail situation, you
20 know, where, you know, there's a franchise or a national
21 tenant that's going to lease the -- the land on a long
22 term basis and, you know, put in a retail store or
23 something like that.

24 Q. Can I give you an example?

25 A. Sure.

M. Baxter - Direct

1 Q. Because I want to make sure I understand.

2 A. Yeah, sure.

3 Q. Example is, I own land, I enter into an agreement
4 with CVS.

5 A. Um-hum.

6 Q. Is that the ground lease agreement?

7 A. Perfect, perfect example, and that's what most of
8 the ground leases in Monroe County are tied to; national,
9 you know, franchises like that, drugstores, fast food,
10 that type of thing.

11 Q. Okay. Now, in coming to the hearing today, did
12 you look at any other real estate, commercial real estate
13 properties to try and evaluate the current rent that's
14 being paid by the charter school to the church?

15 A. Yes.

16 Q. Tell me what you did.

17 A. I reviewed the comparable sales that were listed
18 in the appraisal and I also went through my inventory of
19 leases that I've done in the past and reviewed those as
20 well.

21 Q. Okay. Let's start with, I guess, the concept we
22 refer to in the report. Do you have a copy of the report
23 for your reference?

24 A. My report? Yes.

25 Q. Yes, and also the appraisal services report that

M. Baxter - Direct

1 was --

2 A. Yes.

3 Q. -- provided.

4 A. I have that as well.

5 MR. LITTS: Are they going to be entered
6 into evidence at some point?

7 MS. SCHURDAK: I will use Mr. Baxter's into
8 evidence. I will not be admitting, though, the charter
9 school's appraisal into evidence.

10 MR. LITTS: Could we -- why don't we put
11 Mr. Baxter's report into evidence now with the exception
12 that --

13 MR. ANDERS: Well, I have an objection to
14 her characterizing this as an appraisal, anybody
15 characterizing it. This is not an appraisal according to
16 his testimony.

17 MR. LITTS: Sir, you've made your objection
18 abundantly clear. You've been salient, you've been
19 articulate, and I told you before that it's noted for the
20 record. So, your objection has been preserved.

21 MR. ANDERS: I understand, but it's
22 misleading for either you or counsel to characterize this
23 as an appraisal if the witness has testified it's not an
24 appraisal.

25 MR. LITTS: And, again, as I explained

M. Baxter - Direct

1 previously, the board will consider the testimony
2 understanding both your objection for the purpose it's
3 being presented, and we'll give it what weight it feels is
4 appropriate.

5 **MR. ANDERS:** But there's also the issue of
6 the appeal board.

7 **MR. LITTS:** Right.

8 **MR. ANDERS:** And the appeal board has the
9 right to consider my objections when it's reviewing any
10 decision of the school district. So, therefore, I believe
11 that I have a right to make a record for that board.

12 **MR. LITTS:** And, Mr. Anders, I'm well aware
13 of that fact. That is why we have a stenographer. The
14 other fact that you may not be aware of, but I know
15 Mr. Fennick is aware of because he's very versed in the
16 charter school law, as somebody who handles matters in
17 this area, it's de novo review. So, you've preserved this
18 and to the extent the board is going to weigh that
19 evidence, it may ultimately agree with you, sir, or they
20 may disagree with you, but we are in that stage as to say
21 we're not going to hear testimony, which may or may not be
22 deemed relevant by the board.

23 So, I understand your objection, it's been
24 amply preserved. If I understand you correctly, you don't
25 believe this gentleman should be able to testify to any of

M. Baxter - Direct

1 this stuff because he's not an expert in this area, is
2 that correct?

3 **MR. ANDERS:** Correct.

4 **MR. LITTS:** Okay. That's noted. Let's move
5 on. You may continue.

6 **MS. SCHURDAK:** For purposes of the record,
7 I'll refer to SD-3 as Mr. Baxter's expert report.

8 **MR. LITTS:** That would be SD-4.

9 **MS. SCHURDAK:** Is it SD-4? Am I
10 miscounting?

11 **MR. LITTS:** SD-3 was the ground lease.

12 **MS. SCHURDAK:** Thank you.

13 **Q.** I'm assuming you have a copy, Mr. Baxter?

14 **A.** I do.

15 (8/13/09 Letter from Michael Baxter &
16 Associates to Attorney Schurdak was marked for
17 identification by Ms. Schurdak as **School District Exhibit**
18 **No. 4.**)

19 **Q.** Okay. I've marked SD-4 as the report dated
20 August 31st, 2009. Is that the expert report?

21 **A.** Yes.

22 **Q.** Okay. Now, I think I was beginning to ask you
23 regarding that you had reviewed an appraisal by Ms.
24 Spitzfaden, which opined as to evaluation of September
25 14th, 2007 of the subject property?

M. Baxter - Direct

1 A. Yes.

2 Q. Do you have a copy of that appraisal report with
3 you?

4 A. I do.

5 Q. Let's deal with that appraisal report first,
6 Mr. Baxter.

7 A. Okay.

8 Q. There are several comps listed on Page 5 of the
9 report.

10 A. Yes.

11 Q. The first is Fidel -- excuse me. First is a
12 building that has been identified as Fidelity Abstract
13 Landmark Center located in Smithfield Township.

14 A. Yes.

15 Q. First of all, are you familiar with the subject
16 property, Fidelity Abstract Building?

17 A. Yes.

18 Q. Where is it?

19 A. Its just off the exit, the Marshall's Creek exit,
20 just off 80. It's one of the first buildings you come to
21 when you come off the exit.

22 MR. ANDERS: I'm going to object to this
23 line of questioning. It's beyond the scope of this
24 report, it's beyond the scope of what he was qualified
25 for. He was qualified to testify as to values, not to do

1 M. Baxter - Direct
2 a review of an appraiser's report.

3 MR. LITTS: Overruled and your objection is
4 noted for the record. Continue.

5 MS. SCHURDAK: I believe, just for the
6 record, that Mr. Baxter does reference this in his report
7 and I'm just developing it further.

8 Q. It's right off Route 80?

9 A. Yes.

10 Q. Okay. Does rent in any way depend, in Monroe
11 County, on how close I am to Route 80?

12 A. Yes.

13 Q. Can you tell me what the correlation or the
14 relationship is?

15 A. The major co -- the major commercial corridors in
16 Monroe County would dictate the level of rental rate.
17 You know, the -- the closer you are to Route 80, Route
18 611, Route 209, et cetera.

19 Q. And why is that?

20 A. Well, demographics. The demographics in
21 Stroudsburg and East Stroudsburg are significantly
22 different than the demographics in Mount Pocono or
23 Brodheadsville, for example. So, Monroe County is a
24 large county with several submarkets.

25 Q. What are the several submarkets?

A. In commercial real estate --

M. Baxter - Direct

1 Q. Just in commercial, yes.

2 A. We view Stroudsburg and East Stroudsburg as the
3 the primus market. Submarkets would be the West End
4 Brodheadsville area, Mount Pocono area, Blakeslee area
5 and the Marshall's Creek/Bushkill area.

6 Q. Okay. Now, this building is noted as being 3100
7 square feet.

8 A. Yes.

9 Q. For the subject property, that being the charter
10 school, you do a comparison in terms of square footage?

11 A. It's really a fraction of the square footage of
12 the charter school.

13 Q. Roughly how large is the charter school?

14 A. Well, the initial, I believe, is 33,000 square
15 feet.

16 Q. What, if any, correlation is there between the
17 size of what I'm renting per square foot?

18 A. Right.

19 Q. What is that?

20 A. Oh, it's huge. You know, it's just like anything
21 else. The higher the volume, the smaller the unit value
22 or price.

23 Q. For lay people?

24 A. Well --

25 Q. If I'm looking for a 10,000 square foot space --

M. Baxter - Direct

1 A. Right.

2 Q. -- in Monroe County, should I expect to pay the
3 same per square foot if I'm looking to rent 3,000 square
4 feet?

5 A. No.

6 Q. What's the correlation? What would cost me more
7 per square foot?

8 A. The smaller the space, the higher the square foot
9 rate.

10 Q. Okay.

11 A. It -- an analogy would be acreage. You would
12 pay -- you know, an acreage of land would not be the same
13 as a hundred acres of land.

14 Q. Okay.

15 A. You know?

16 Q. So, in terms of unit size, the Fidelity Abstract
17 Building, is it comparable to the unit size of the
18 charter school?

19 A. No, not at all.

20 Q. What about the utilities for the Fidelity
21 Abstract Building?

22 A. This indicates that the utilities are included in
23 the rent and the CAM is prorated.

24 Q. If utilities are included in the rent, do I
25 expect to pay more or less in rent per square foot?

M. Baxter - Direct

1 A. More.

2 Q. If I'm doing pro-rata CAM, CAM is Common --

3 A. Common Area Maintenance.

4 Q. Once again, just so everyone can understand, can
5 you tell everyone what CAM is?

6 A. CAM can include everything from parking lot
7 maintenance, snowplowing, landscaping, common area
8 lighting or utilities. Anything that's shared with, you
9 know, the other tenants.

10 Q. Okay. So, if I'm sharing in that expense, would
11 that increase or decrease what I pay per square footage?

12 A. Increase. It would be added to.

13 Q. Okay. What did the appraiser in the report,
14 report for the per square foot price?

15 A. \$15.82.

16 Q. For the subject property, do you think that that
17 is a fair comparison to the charter school property?

18 A. No, I don't.

19 Q. We've already gone over unit size, location --

20 A. Really, in several aspects, I wouldn't compare
21 the location at all. They're really in two different
22 rental -- rental market areas. Real estate values are
23 significantly different in those two areas and the size
24 of the space is, you know, miles apart.

25 Q. Can you describe for me exactly where the charter

M. Baxter - Direct

1 school is located, physically?

2 A. Route 196 North, Tobyhanna, close to Tobyhanna.

3 Q. How far, roughly, from Route 80?

4 A. From the nearest point of Route 80, which would
5 be the Scotrun exit, I would say 15 to 20 minutes.

6 Q. Is there any correlation with rental values the
7 further west I go on 80, further away from New Jersey?

8 A. Sure. Absolutely.

9 Q. What is that?

10 A. It would decline. The further west you go
11 commercial values would decline, commercial rental values
12 and sales values.

13 Q. Smithfield Township, where the Fidelity Abstract
14 Building is --

15 A. Um-hum.

16 Q. -- that east or west of the charter school?

17 A. That would be east.

18 Q. Okay. Far over the bridge, Delaware Water Gap
19 bridge?

20 A. I believe it's the first exit, second exit.

21 Q. Okay. The second property listed here is 301
22 Route 940.

23 A. Um-hum.

24 Q. Are you familiar with that property?

25 A. Yes.

M. Baxter - Direct

1 Q. Okay. I guess I'll go through really the same
2 host of questions. Can you compare it for me with
3 respect to physical location, where the charter school
4 is?

5 A. This one's closer. This is in the same -- what I
6 would consider submarket in -- being in Mount Pocono on
7 Route 940, but not -- this is actually smaller. This is
8 more of a disparity in size. This is 2500 square feet.

9 Q. So, you would expect to pay more --

10 A. Per square foot.

11 Q. -- per square foot? What is the tenant paying
12 there?

13 A. \$12.00 per square foot.

14 Q. What is the arrangement with respect to
15 utilities?

16 A. That's a gross lease, so it's inclusive of
17 utilities, inclusive of everything if it's a gross lease.

18 Q. So, again, if my utilities are included in the
19 rent, am I going to pay more per square foot or less?

20 A. You're going to pay more.

21 Q. The third property, Route 196, Unit Five, in
22 Tobyhanna, do you know that property?

23 A. It was hard to identify it because it doesn't
24 really -- it just says Unit Five, Route 196. So, no, I'm
25 not. I'm not sure -- there's not enough identification

M. Baxter - Direct

1 on that one.

2 Q. 2400 -- but Route 196, generally speaking,
3 Tobyhanna --

4 A. Right.

5 Q. -- is that in the same market as the charter
6 school is?

7 A. Oh, yes.

8 Q. Same submarket?

9 A. Sure.

10 Q. 2400 square feet, how does that compare to the
11 charter school building?

12 A. Even smaller, so even a larger disparity.

13 Q. What's the reported rent per square foot?

14 A. \$8.25 per square foot. And this is a triple net
15 lease, so that would be the base rent and then everything
16 else would be added on top.

17 Q. So you would -- and, I'm sorry, there are some
18 notes as well under the description. It says to do
19 construction.

20 A. Yep.

21 Q. What does that mean to you?

22 A. It means that they're, you know, building -- it
23 sounds to me like Unit Five -- it's a small strip center
24 and it was under construction and they're signing a
25 triple net lease for one of the units.

M. Baxter - Direct

1 Q. Generally speaking, is there a relationship
2 between what I'm going to pay as a tenant per square foot
3 and the age of the space I'm going to be renting?

4 A. Sure.

5 Q. What is that relationship?

6 A. The newer the space, the higher the price is
7 going to be.

8 Q. Is there any difference in terms of what I'm
9 going to pay for retail space per square foot?

10 A. Yes.

11 Q. As opposed to what I should anticipate paying if
12 I'm going to rent something out for school?

13 A. Yes.

14 Q. What's the difference?

15 A. In our area, typically, retail space is the
16 highest price per square foot.

17 Q. Okay. What's the next?

18 A. Office space, retail and office space. The
19 office space has different classes. There's Class A
20 office space, there's different levels of office space,
21 though. Medical space would be comparable or sometimes
22 even higher than retail space, but, you know,
23 typically --

24 Q. Depending on how nice it is?

25 A. Yeah, really. It really does depend on how much

M. Baxter - Direct

1 it's built out and especially, you know, with medical
2 space, some of that, you know, can get rather pricey, but
3 if you're looking at vanilla boxes, which is a general
4 real estate term for a basic space with finished
5 ceilings, paint ready walls, tenant makes their own
6 improvements, retail space would, you know, be the top of
7 the list as far as rental rates.

8 Office space would be next and then you get into
9 the older buildings, warehouse space, you know, some of
10 the commercial -- or the industrial uses.

11 Q. They'd be larger buildings?

12 A. They'd be larger buildings.

13 Q. You didn't mention education or, slash, day care.
14 Is it fair for me to lump them together?

15 A. Yeah, because, again, that's unique space. It
16 would be office space. It would be under the, you know,
17 general office space, but, you know, a rather unique use.

18 Q. Above or beyond, below, professional office space
19 in terms of what the market would demand per square foot?

20 A. I would say below medical space, probably
21 comparable to general office space.

22 Q. Okay.

23 A. Depending on size.

24 Q. Now, the next property you reference in the
25 report is Fountain Springs along Route 611.

M. Baxter - Direct

1 A. Yes.

2 Q. You mentioned the Route 611 corridor earlier in
3 your testimony.

4 A. Yes.

5 Q. Route 611 is considered what type of corridor?

6 A. Route 611 is our busiest, most prime corridor for
7 commercial real estate in Monroe County.

8 Q. Okay.

9 A. Especially between Stroudsburg and Swiftwater.

10 Q. This property, Fountain Springs, is it located
11 between Stroudsburg --

12 A. It's --

13 Q. -- and --

14 A. -- right in the heart of Tannersville.

15 Q. Okay. The unit size is reported at 1700 square
16 feet.

17 A. Yeah.

18 Q. How does that compare to the charter school
19 space?

20 A. Small -- smaller yet, even a larger disparity.

21 Q. So, you would be prepared to pay more or less per
22 square foot?

23 A. More per square foot for the smaller space.

24 Q. This is also noted as a five year lease.

25 A. Um-hum.

M. Baxter - Direct

1 Q. Is there any correlation or rule of thumb of the
2 length of the lease and what I should expect to pay per
3 square foot of the lease?

4 A. Repeat the question, please.

5 Q. Sure. Is there a difference for me as a
6 tenant --

7 A. Um-hum.

8 Q. -- if I'm willing to negotiate with the landlord
9 a 5 year lease versus a 10 year lease?

10 A. Yes.

11 Q. Can you tell me?

12 A. Well, the longer term lease, if you're locking in
13 a rate, is, you know -- again, without having a crystal
14 ball on the market, can be advantageous to the tenant if
15 he's getting it at a lower rate because he'd be able to
16 lock himself in for the 10 years and not have to deal
17 with bumps or escalations in the rate. So, five year
18 leases like this usually have escalations and renewals,
19 you know, if there's going to be option periods after
20 that.

21 Q. If I'm only going to enter into a five year
22 lease --

23 A. Um-hum.

24 Q. -- should I, as a tenant, be prepared to pay the
25 same per square foot as if I were going to enter into a

M. Baxter - Direct

1 10 year lease?

2 A. No.

3 Q. Would I pay more or less?

4 A. If you were going to into a five --

5 Q. Same space, yeah.

6 A. Same space?

7 Q. I go in to look, I tell the landlord, "Look, I
8 only want this for five years."

9 A. You're going to to pay more.

10 Q. Okay. The lease agreement for the charter school
11 is for how many years?

12 A. I believe the initial term is 10 years.

13 Q. So, you should pay less --

14 A. Um-hum.

15 Q. -- per square foot. Again, there's a description
16 here. It says new office space. What are your comments
17 to that, how it would affect the per square foot?

18 A. Well, again, it would be -- if it's new office
19 space, it would be higher, and that also is noted as a
20 triple net lease.

21 Q. So, again, I'm not paying the utilities, property
22 taxes, any of the extras?

23 A. No. The tenant is paying everything.

24 Q. Okay. The tenant is paying.

25 A. Right.

M. Baxter - Direct

1 Q. The next property that is referenced in the
2 report is 100 Community Drive, Tobyhanna.

3 A. Um-hum.

4 Q. Are you familiar with that commercial property?

5 A. Yes.

6 Q. Where is that located?

7 A. That is off of 611, north of the airport, Mount
8 Pocono Airport.

9 Q. By the Wal-Mart distribution center?

10 A. Not quite that far up. It's in the park, in the
11 industrial park.

12 Q. So, in terms of your identified markets from
13 earlier --

14 A. Um-hum.

15 Q. -- in your testimony, where would you place this
16 property?

17 A. I would -- I would still put that in the Mount
18 Pocono market, but that's specifically medical space.
19 That's built out as medical space.

20 Q. Right.

21 A. And it's indicated on her description.

22 Q. Okay. 2,090 square feet?

23 A. Again, big disparity.

24 Q. Do you have a problem comparing 33,000 square
25 feet to 2,000 square feet?

M. Baxter - Direct

1 A. Yes, I do.

2 Q. Okay. The professional office space, triple --
3 I'm sorry. You're saying it was professional medical
4 office space.

5 A. Yes.

6 Q. The report doesn't say anything, but I think you
7 mentioned that it's newer space?

8 A. It's -- we're talking about No. 6, again?

9 Q. Um-hum.

10 A. It's newer space. It's also -- it should be
11 noted that that's an asking price. That's not -- there
12 wasn't an actual lease.

13 Q. So, it was on the market?

14 A. It's on the market, right.

15 Q. So, the \$18.50 per square foot....

16 A. Right, is an asking price. I don't know if that
17 particular unit was ever leased or what the -- what the
18 price of or the rate at the time of the lease was, but
19 that was the asking price at the time of this report.

20 Q. Okay. The seventh property, 4 Fork Street, Mount
21 Pocono.

22 A. Yes.

23 Q. Now, where in terms of the markets that you've
24 identified is this property?

25 A. This would be in Mount Pocono market, but this is

M. Baxter - Direct

1 downtown Mount Pocono on Fourth Street by the bus
2 station.

3 Q. How does that compare in terms of demographics
4 with respect to the charter school?

5 A. 196 is -- you know, values on 196, rental rates
6 on 196 are, again, a little bit lower. Mount Pocono, the
7 Borough of Mount Pocono, would have a higher dem --
8 demographic, traffic count, more of a retail appeal, more
9 accessible, so it would be slightly higher than Route
10 196.

11 Q. Unit size here says very, slash, several
12 available.

13 A. Yeah. There -- there was quite a bit of vacant
14 space in this building. We actually handled it for a
15 time and I don't believe that the leases in here are
16 triple net, though. They are also -- included utilities.
17 I believe that heating system in that building is not
18 individually zoned.

19 Q. Okay. And Baxter Real Estate actually marketed
20 these?

21 A. Yeah. We've handled this building off and on
22 with different owners over the years, so....

23 Q. So, you think there's an inaccuracy in the
24 report?

25 A. I do.

M. Baxter - Direct

1 Q. Okay. Professional office space at \$11.00 per
2 square foot, again, that's the asking price?

3 A. Yeah.

4 Q. The last property locate -- listed on this report
5 is 663 Pocono Boulevard, Mount Pocono.

6 A. Yes.

7 Q. Are you familiar with that property?

8 A. Yes, very.

9 Q. Again, within the market, where is the property
10 located?

11 A. This is on Route 611 just north of the 940/196
12 Five Points intersection. Maybe half a mile north.

13 Q. Okay.

14 A. About a block north of Bailey's Restaurant,
15 Bailey's II.

16 Q. Can you compare that with where the charter
17 school is physically located?

18 A. Well, again, it's 611 versus 196. This was a --
19 a medical building. It was converted to a medical
20 building years ago. I handled the sale of this twice.

21 Q. Okay. Now, this is 12,449 square feet.

22 A. Yes.

23 Q. So, how does that compare with the charter
24 school?

25 A. Well, it's the closest one yet, but it's still,

M. Baxter - Direct

1 you know, a big, big disparity. I believe this is the
2 one that Miss Spitzfaden called me about because she was
3 having trouble finding comps and I had this available at
4 the time, so she asked me for details on that and I gave
5 her the information. And, again, that was an asking
6 price. It was not leased. We had it listed at the time.

7 Q. Yeah. It was listed for \$13.00 a square foot?

8 A. Yes.

9 Q. The relationship in terms of whether or not the
10 tenant was expected to pay the utilities?

11 A. This was marketed as a triple net lease, so the
12 tenant would pay their share of all costs.

13 Q. Okay. I'm not sure I put this into the record,
14 so I will ask you just in case I didn't. The Fidelity
15 Abstract Building --

16 A. Um-hum.

17 Q. -- is the first building we started off with.
18 What were they getting per square foot for rent?

19 A. \$15.82 per square foot.

20 Q. Same with the 301 Route 940 building? Same
21 question?

22 A. \$12.00 per square foot.

23 Q. Route 196?

24 A. \$8.25 per square foot.

25 Q. And Fountain Springs?

M. Baxter - Direct

1 A. \$15.00 per square foot.

2 Q. 620 Phillips Street?

3 A. \$12.00 per square foot.

4 Q. Did we talk about that one?

5 A. Yes.

6 Q. I think the others I put on the record. The
7 Community Drive in Tobyhanna?

8 A. Yep. And the last four are all asking prices.

9 Q. What is the charter school, under the current
10 lease agreement, paying per square foot?

11 A. I believe it's \$14.00 per square foot.

12 Q. The charter school, under the current lease
13 agreement, who's responsible for snow removal?

14 A. I believe the tenant is responsible for snow
15 removal.

16 Q. You have a lot there.

17 A. Yeah. I'm going back to the -- here we go. Yep.

18 "Tenant shall at all times during the terms of this
19 master lease, at its expense, keep and maintain the
20 leased premises in good and clean order including snow
21 removal on or for school days."

22 Q. And garbage removal?

23 A. I don't know if garbage removal is specifically
24 broken out. Generally that's a tenant expense, though.

25 Q. Okay. I think it is. And maybe -- Page 10?

M. Baxter - Direct

1 A. Oh. Oh, okay. Yes. "Tenant shall be
2 responsible for garbage removal."

3 Q. Now, prior to coming to the hearing today, you
4 said that you looked at some other commercial retail --
5 commercial property space.

6 A. Yes.

7 Q. Can you tell me the properties that you looked
8 at?

9 A. Well, I, too, had trouble finding leases that
10 compare physically to the building and size-wise to the
11 building, so I did find some additional leases that were
12 not mentioned in the appraisal and they were in the same
13 market area, so I reference them in my report.

14 Q. Okay. Can we go through those one by one?

15 A. Sure. Absolutely.

16 Q. Okay, what's the first one?

17 A. First one's Carriage Square Shopping Center,
18 which is adjacent to the -- to the school and the church.

19 Q. What's the square footage of that property?

20 A. That one was 1200 square feet, the lease was July
21 of '07, and that was a gross lease, \$13.00 dollars a
22 square foot gross.

23 Q. So, in terms of the locations, in the same
24 market?

25 A. Yeah, right next door, as close as it gets.

M. Baxter - Direct

1 Q. 1200 square feet. You'll be paying more or less?

2 A. You should be paying more per square foot for a
3 smaller space.

4 Q. Okay. That was \$13.00 a square foot?

5 A. Right.

6 Q. What was the date of the lease?

7 A. July -- July '07.

8 Q. What was the second property -- anything else
9 about the property? I'm sorry.

10 A. Nope. It's just like -- again, it's right next
11 door, so that's why I used it.

12 Q. The second property that you --

13 A. PA Station Shopping Center, which is on Route 940
14 in Pocono Summit.

15 Q. Why was that one chosen?

16 A. Again, the same submarket. I was looking to stay
17 in the Mount Pocono area. I felt if I went below Mount
18 Pocono that it really wasn't a fair comparable, so I
19 stayed -- I tried to get everything I could in the Mount
20 Pocono area.

21 Q. What's the problem if you went east of Mount
22 Pocono?

23 A. Well, if I were to go south on 611 or east on 80,
24 it's a whole different world as far as value, both sales
25 values and rate -- lease values.

M. Baxter - Direct

1 Q. Can't you --

2 A. They're higher in Stroudsburg, Tannersville, East
3 Stroudsburg. You know, once you get off the mountain,
4 the rates are significantly higher.

5 Q. Same with Middle Smithfield?

6 A. Middle Smithfield included.

7 Q. So, Route 940 was the physical location?

8 A. Yeah.

9 Q. Okay. Square footage, is it similar to the
10 charter school?

11 A. No, much smaller.

12 Q. So, what was the square footage?

13 A. This particular one was 392 square feet. It was
14 just a very small unit.

15 Q. What was the price per square foot?

16 A. \$12.00 per square foot. That included taxes and
17 CAM. They paid their own utilities.

18 Q. Those are those common maintenance charges?

19 A. Yeah.

20 Q. They would be prorated?

21 A. Correct.

22 Q. Okay. What's the date of the lease?

23 A. November '06.

24 Q. So, at \$12.00 a square foot, you'd be paying more
25 because it's a smaller space.

M. Baxter - Direct

1 A. Yes.

2 Q. Okay. Next property you looked at?

3 A. The next one, again, was right next door,
4 Carriage Square Shopping Center, adjacent to the church
5 and the school.

6 Q. Okay. Is that why --

7 A. Yeah.

8 Q. Why you chose --

9 A. Yeah, and it was in the same time frame and it's
10 right next door.

11 Q. What was the square footage?

12 A. That one was \$12.00 a square foot gross. That
13 one included, again, like the first one, included
14 utilities, taxes, CAM, everything all inclusive.

15 Q. How large was the space?

16 A. 1800 square feet.

17 Q. How does that compare to the charter school?

18 A. Much, much smaller.

19 Q. So I, according to the rule of thumb, would be
20 paying more or less per square foot?

21 A. More per square foot.

22 Q. Anything else about that property?

23 A. Nope.

24 Q. Okay. Next property?

25 A. Pocono Summit Plaza. This one is on Route 940

M. Baxter - Direct

1 almost across the street from the PA Station Shopping
2 Center. Newer center, a little bit closer to Interstate
3 380.

4 Q. So, would it be the same market or different?

5 A. Same.

6 Q. Same? Okay.

7 A. Mount Pocono market.

8 Q. Date of the lease?

9 A. December '07.

10 Q. Square footage?

11 A. 1600 square feet.

12 Q. So, that's smaller than the charter school?

13 A. Yes.

14 Q. How much was the tenant paying per square foot?

15 A. \$12.00 a square foot inclusive of taxes and
16 common area maintenance.

17 Q. Okay. So, again, would I be paying more or less
18 per square foot?

19 A. More per square foot.

20 Q. The last property that you --

21 A. Another -- a larger unit in the PA Station, 1305
22 square feet, and that was done in October of '07.

23 Q. What was the tenant paying?

24 A. \$10.88 cents per square foot. And, again, if you
25 compare that to the other lease, the smaller lease in the

M. Baxter - Direct

1 same center, which would be the second one --

2 Q. Um-hum.

3 A. -- you can see the rate drop down because of the
4 bigger space.

5 Q. It went from 12 to 10.88 per square foot?

6 A. Right. So, it gives you an illustration in the
7 same building how the rate would fluctuate.

8 Q. Have you, after reviewing these properties'
9 reports, been able -- strike that.

10 Are there any difficulties or limitations that
11 you would see as a commercial realtor with having to rent
12 this space that's currently being occupied by the charter
13 school?

14 A. Yeah, it's -- it's very use specific the way it's
15 designed, number one. Number two, it is a very, very
16 large space and so the market for that type of space
17 would be quite small, finding a tenant that could be able
18 to absorb and afford that -- you know, that kind of rent
19 or that kind -- that size of space.

20 Q. When you say use specific, what use is it
21 specific for?

22 A. Setting up -- it's set up as the church and the
23 school. You know, almost any other tenant other than
24 another church and school would have to make improvements
25 or the landlord would have to make improvements to get a

M. Baxter - Direct

1 tenant to lease it, you know, to make changes.

2 Q. If you were to market it in its current state --

3 A. Um-hum. If I were to market it in its current
4 state, I would -- I would specifically target other
5 schools and churches because that's the way it's set up.

6 Q. Okay. How is that going to affect the asking
7 price?

8 A. It would bring it down because it would be a
9 smaller target. You know, if you're looking at the
10 market as a target, when you're looking at a much smaller
11 segment of the market, it makes it more difficult to
12 lease, so it would bring the value or the asking price
13 down.

14 Q. You've been in this space?

15 A. Years ago, but, yes.

16 Q. Do you have an opinion within a reasonable degree
17 of professional certainty as to the fair market rental
18 value for this property going back in time to September
19 of 2007?

20 A. Yes, I do.

21 Q. What is that opinion?

22 A. I would put it in the \$7.00 a square foot range,
23 and, again, considering next door, the larger spaces,
24 they were asking in the eight -- I believe eight and a
25 quarter range for space right next door, larger than the

M. Baxter - Direct

1 ones that we noted, so if I was marketing property of
2 that size that would be the range of value.

3 Q. If you were marketing it at the \$7.00 --

4 A. Um-hum.

5 Q. -- a square foot range, would that be with the
6 same condition, Monday through Friday, 7 to 5?

7 A. No. I think it would be difficult to market any
8 space with those time limitations. I -- again, I've
9 never handled a lease where they didn't -- the tenant
10 didn't have complete control of the space, especially on
11 a -- a time basis like that.

12 Q. So, your opinion with respect to the space being
13 what's approximately \$7.00 per square foot, that's based
14 on the tenant being given exclusive possession of the --

15 A. Yes.

16 Q. -- subject property?

17 A. Yeah. The standard tenant/landlord relationship
18 where they would get, you know, total control of the
19 space.

20 Q. Is it possible for you to reach an opinion as to
21 the fair market rental value with these types of
22 restrictions, 7 to 5 during the school calendar year?

23 A. I -- I honestly wouldn't really know how to
24 adjust for that. I'm not sure how you would quantify
25 that because I've never seen it before.

M. Baxter - Direct

1 **Q.** How many rental commercial lease agreements,
2 roughly, have you reviewed over your tenure here in
3 Monroe County?

4 **A.** Again, we do a lot of leasing. So, hundred -- a
5 couple hundred.

6 **MS. SCHURDAK:** With that I have no further
7 questions, but I would move, if I have not already done
8 so, into evidence the School District 1 through 4.

9 **MR. ANDERS:** Objection to 4.

10 **MR. LITTS:** Before we get to that, I hear no
11 objection to 1, 2 and 3, so they're admitted. Does anyone
12 have, for housekeeping purposes, any objection to Charter
13 School 1? That was a copy of the statute.

14 **MS. SCHURDAK:** I didn't hear them moving it
15 into evidence, but I do object to that because that's just
16 a copy of the statute.

17 **MR. LITTS:** All right. As to 4, when I was
18 taking my notes and reviewing what you gave me, I have a
19 two page letter and I believe there were some references
20 to properties that referenced --

21 **MS. SCHURDAK:** Didn't one copy not --
22 perhaps the copier didn't --

23 **MR. LITTS:** I just want to make sure.

24 **THE WITNESS:** Should be three pages.

25 **MS. SCHURDAK:** Should be three pages.

M. Baxter - By Mr. Litts

1 **MR. LITTS:** Well, oh, yeah, there is three
2 pages. There was references to some properties on the
3 table that I saw everyone looking at but me.

4 **MS. SCHURDAK:** Oh, that has to do with the
5 charter school report.

6 **MR. LITTS:** Okay.

7 **MS. SCHURDAK:** Which I'm not moving into
8 evidence.

9 **MR. LITTS:** Understood. I just wanted to be
10 clear on that. In light of my previous rulings in which
11 I've advised Mr. Anders that, you know, we're preserving
12 his objection for the record, but overruling them, I am
13 going to admit the Charter School 1 into the record, just
14 so it's there. The people have to, regardless of what we
15 do, have a record for the board, you know, and I'm going
16 to admit School District 4 for the purposes of the board
17 giving weight.

18 Before we get into cross examination, why
19 don't we go off the record for a second?

20 (Off record.)

21 **MR. LITTS:** Well, let's go back on the
22 record. And with your indulgence, I'd like to ask a
23 couple questions so I understand the direct testimony and
24 that way --

25 **MR. ANDERS:** Okay. That's fine.

M. Baxter - By Mr. Litts

1 **MR. LITTS:** -- we're facilitating the cross
2 examination.

3 - - -

4 BY **MR. LITTS:**

5 **Q.** Mr. Baxter, as to your opinion as to the fair
6 market rental value of seven foot -- \$7.00 a square foot,
7 that presumes the charter school is given exclusive
8 possession of the property?

9 A. Yes.

10 **Q.** Does that also assume that the charter school
11 would be solely responsible for the utilities or the CAM,
12 real estate taxes, those type of items that you alluded
13 to previously?

14 A. Yes. In my report I -- I mentioned \$7.00 per
15 square foot, not inclusive of the utilities and CAM.

16 **Q.** Okay. Okay. Just want to make a note of that.
17 And I'm just trying to understand your testimony. If I
18 heard you correctly, you're essentially saying there's a
19 number of different factors, in your view, that go into
20 determining what an appropriate market value for a lease
21 is. Is that correct?

22 A. Yes.

23 **Q.** Okay. One of those is you look at the location
24 of the property, is that correct?

25 A. Yes.

M. Baxter - By Mr. Litts

1 Q. And from a commercial context, there are certain
2 locations that are deemed more desirable because it puts
3 you in exposure to customers and other properties.

4 A. Yes.

5 Q. Is that factor relevant for the charter school,
6 in your view?

7 A. Yes.

8 Q. Okay. The other factor that you talked about is
9 the size of the property, that depending on the property
10 whether in excess of 30,000 square feet or a few hundred
11 square feet, that's going to drive cost in some way,
12 shape or form?

13 A. Yes.

14 Q. You mentioned also exclusivity, whether one has
15 exclusivity of possession versus sharing it with some
16 other party, that's going to impact the cost.

17 A. Yes.

18 Q. Okay. And additionally with regards to whether
19 or not the tenant is responsible for real estate taxes or
20 CAM, that would also affect the cost?

21 A. Yes.

22 Q. There was also some reference as to the potential
23 length of a lease, and I think there's a hypothetical of
24 a five year lease and, again, the charter school lease
25 apparently was a 10 year lease. In your view, does that

M. Baxter - Cross

1 also impact the potential cost associated with the lease?

2 A. Yes.

3 Q. Specifically with regards to the -- a school
4 operation, there may be some need for internet access,
5 additional phone lines that may somewhat differ than some
6 commercial properties. In your mind, is that just part
7 of utilities or how do you view that -- you know, that
8 type of issue?

9 A. Are we talking about the cost of the use of it or
10 the wiring or rewiring of it?

11 Q. Both.

12 A. It would definitely impact the value if it was
13 rewired for computers and, you know, technology was up
14 to date, it would be more desirable.

15 MR. LITTS: Okay. That's the questions I had.
16 Mr. Anders, you may proceed.

17 - - -

18 CROSS EXAMINATION BY MR. ANDERS:

19 Q. Sir, when were you first contacted by
20 Ms. Schurdak or a representative of the school district
21 concerning the rent of the charter school?

22 MS. SCHURDAK: I would object just to
23 relevance.

24 MR. LITTS: I'm going to let him go for a
25 little bit. You can answer the question.

M. Baxter - Cross

1 A. I don't recall exactly. Six months ago?

2 Q. Well, it was before or after May 21st of 2008?

3 A. I think -- I believe it would be after that.

4 Q. Okay. You said six or eight months ago. And
5 when were you given SD No. 1, the master lease?

6 A. Wait a second. Let me go back. I have some
7 correspondence. My first contact was -- my initial
8 contact was June of '08, and then everything was delayed,
9 so six months ago was when I was recontacted the second
10 time.

11 Q. When did you get the master lease, SD-1?

12 MS. SCHURDAK: For purposes of the record,
13 I'll just -- continuing objection, but I understand you'll
14 allow this line of questioning in.

15 MR. LITTS: I'm going to overrule.

16 A. Initially in June of '08 and then I was provided
17 with additional documents this year.

18 Q. Do you recall when this year you were provided
19 those documents?

20 A. A couple months ago.

21 Q. When were you asked to generate your report?

22 A. Again, I don't recall because there were several
23 delays. I was asked to generate it a few months ago and
24 then there were -- every time there was a delay, my
25 report was delayed.

M. Baxter - Cross

1 Q. Delay in what?

2 A. In this hearing.

3 Q. Before August 31st of 2009, when was the first
4 time you gave any opinion of value to the school district
5 or its representatives concerning the fair rental value
6 of property?

7 A. That was the first time I gave a written opinion.

8 Q. I said either oral or written.

9 A. Oh, I don't recall, but previous -- you know,
10 well before that.

11 Q. Well, was it -- let me do it this way. Was it
12 in 2009 or 2008?

13 A. I don't recall.

14 Q. Do you know if it was after May 21st of 2008?

15 A. I don't recall.

16 Q. Okay. Were you consulted by the board at any
17 time in 2006 or the school district, strike that, about
18 the rental value or the fair rental value of the
19 property, the school property?

20 A. In 2006?

21 Q. Yes.

22 A. No.

23 Q. Okay. Now, you indicated that you had visited
24 the school property?

25 A. Um-hum.

M. Baxter - Cross

1 Q. When was that?

2 A. Again, several years ago. I don't remember the
3 date.

4 Q. Well, was it before 2007 or after 2007?

5 A. Before.

6 Q. Was it before 2006 or after 2006?

7 A. I really don't recall.

8 Q. Okay. How do you know that there's daycare at
9 the school?

10 A. General knowledge, clients, you know...

11 Q. So, it's your opinion, then, that there's daycare
12 operations being conducted at the school?

13 A. I believe so, yes.

14 Q. Did you do anything to verify that that was the
15 case --

16 A. No.

17 Q. -- before testifying to it here today?

18 A. No.

19 Q. What percentage of the structure or the
20 improvements are used by the church as opposed to the
21 school?

22 A. I don't know offhand.

23 Q. Well, when you made your inspection, did you
24 observe that?

25 A. What inspection are you referring to?

M. Baxter - Cross

1 Q. When you said you visited the property.

2 A. No. No, I didn't -- I didn't delineate any of
3 that at that time.

4 Q. But you did have an opportunity to tour the
5 property at that point, correct?

6 A. Yes, I did.

7 Q. So, you would have an opportunity to observe what
8 was going on as far as the use of this building?

9 A. When I toured it, it was empty.

10 Q. When you toured it, who did you tour it with?

11 A. I believe Pastor Bloom.

12 Q. Okay. Was anybody else there?

13 A. I don't recall. I don't --

14 Q. You don't recall whether Mr. Davis was there?

15 A. I don't believe so, but I don't recall. It
16 was --

17 Q. So --

18 A. -- several years ago.

19 Q. -- in putting your report together today, for
20 today, or August 31st, you didn't do any physical
21 inspection of the property, correct?

22 A. No.

23 Q. You didn't make any inquiries of any
24 representatives of the charter school as to the makeup of
25 the property or the portions being used by the school as

M. Baxter - Cross

1 opposed to the church?

2 A. Nope.

3 Q. Isn't it common for school districts to allow
4 other people or other entities to use the schools?

5 A. I -- I'm not a school district. I don't know.

6 Q. So, you have no idea whether schools will lease
7 out the property to sports organizations or things like
8 that?

9 A. Oh, yeah. I -- I would say in a general sense,
10 sure.

11 Q. Now, when you toured -- strike that. Do you know
12 what the rent was that was being paid by the charter
13 school to the church in July of 2006?

14 A. Previous to this lease?

15 Q. Previous to the master lease.

16 A. No, I -- I only have with --

17 Q. Well, you don't know if it was \$12.00 a square
18 foot or \$14.00 a square foot?

19 A. No.

20 Q. Do you know when -- what the rent was being paid
21 in October and November of 2006 before this master lease?

22 A. I only have what -- what I reviewed, the master
23 lease, et cetera.

24 Q. So, you were not given any lease agreements in
25 effect -- master lease agreements in effect at the period

M. Baxter - Cross

1 of time I just referred to, the summer or fall of 2006?

2 A. I don't believe so.

3 Q. So, as we sit here today, sir, you cannot give an
4 opinion or any testimony with regard to what the square
5 foot rent was at the time the charter was renewed?

6 A. What it was before --

7 Q. Yes.

8 A. -- this? No.

9 Q. When you were contacted by Ms. Schurdak or some
10 other representative of the school district, what was
11 your assignment? What were you told to do?

12 A. Review the leases, eventually review the
13 appraisal, and render my opinion as to fair market value
14 and the uniqueness of it.

15 Q. Were you -- at that point in time were you asked
16 to review the appraisal performed by Miss Spitzfaden?

17 A. Not initially, but on the second -- the second --
18 I believe that came with the second set of documents.

19 Q. That would have been in 2009?

20 A. I believe so.

21 Q. Okay. Isn't it true that the appraisal you were
22 given by Ms. Spitzfaden was a hypothetical condition
23 appraisal?

24 A. Yes.

25 Q. Do you know what that is?

M. Baxter - Cross

1 A. Yeah.

2 Q. That requires certain disclosures, does it not?

3 A. Yes.

4 Q. Now, looking at your letter of August 31st, 2009,
5 that is not a summary appraisal report, is it?

6 A. No.

7 Q. Your letter of August 31st, 2009 does not comply
8 with the reporting requirements set forth in Standard
9 Rule 2-2(v) of the Uniform Standard of Professional
10 Appraisal Practice?

11 A. No. It's not an appraisal.

12 Q. Do you know what the reporting requirements of
13 Standard Rule 2-2(v) are?

14 A. Not offhand.

15 Q. In fact, isn't it true that your letter of August
16 31st, 2009 was not prepared in conformance with the
17 guidelines and recommendations set forth in USPAP?

18 MS. SCHURDAK: Asked and answered.

19 MR. LITTS: I think -- Mr. Anders, I think
20 we've established and the witness has testified both on
21 your original cross and your second cross this is not an
22 appraisal report.

23 MR. ANDERS: I'm asking this because I think
24 I'm allowed to question him on the methodology he used to
25 prepare that report and whether it complies with certain

M. Baxter - Cross

1 standards, because maybe I will bring an expert in here to
2 testify that he should have done that.

3 **MR. LITTS:** Well, then, let's try to be
4 succinct. You've asked the question if it was -- this
5 report was in compliance with the statute you just cited.
6 The answer was no. If we can simply ask those questions,
7 we can move this along.

8 **MS. SCHURDAK:** And he asked him how it
9 didn't comply, something to that effect, and he said he
10 didn't know. And then he asked a more specific --

11 **MR. ANDERS:** I asked him about a specific
12 section of USPAP and he said --

13 **MS. SCHURDAK:** He said, "I don't know."

14 **MR. ANDERS:** And then I asked -- no. I
15 asked him if he complied, I asked him what the
16 requirements were, and then asked him if it complied with
17 USPAP in general. That's a different question.

18 **MR. LITTS:** Why don't you ask it this way?

19 **MR. ANDERS:** Why don't you let me cross
20 examine?

21 **MR. LITTS:** Mr. Anders, this is not a civil
22 courtroom. You need to understand this is under Local
23 Agency Law.

24 **MR. ANDERS:** I understand that. You also
25 have to understand that I'm dealing with a person here who

M. Baxter - Cross

1 they obviously hired to do a report that does not comply
2 with what should have been done, and I think I'm entitled
3 to build a record for the appeal board based upon on that.

4 **MR. LITTS:** And you have it, sir.

5 **MR. ANDERS:** No, I don't have it yet.

6 **MR. LITTS:** The question you're asking of
7 this witness -- let me try this for both sides.

8 Mr. Baxter, did you prepare this letter,
9 School District Exhibit 4, to conform with any
10 requirements that a certified appraiser would have to
11 comply with in order to ensure they're consistent with
12 their legal responsibilities for their licensure and
13 certification?

14 **THE WITNESS:** No, no, I did not.

15 **MR. LITTS:** Okay. Are you aware of the
16 requirements that a certified appraiser would need to
17 comply with in the event that they were to -- to do a
18 formal appraisal report, whether it's an actual or
19 hypothetical situation?

20 **THE WITNESS:** Yes.

21 **MR. LITTS:** And did you make any effort to
22 comply with those applicable standards in producing this
23 letter?

24 **THE WITNESS:** No. I was not asked to.

25 **MR. ANDERS:** That's not -- what? I didn't

M. Baxter - Cross

1 hear what he said.

2 **THE WITNESS:** No, I was not asked to.

3 **MR. LITTS:** Did you -- not only were you
4 asked to, but did you?

5 **THE WITNESS:** No.

6 **MR. LITTS:** Okay. I hope that expedites
7 that.

8 **Q.** Do you consider the testimony you've given here
9 today with regard to Miss Spitzfaden's report to be a
10 review appraisal?

11 **A.** No.

12 **Q.** Did you comment on her comparables?

13 **A.** Yes.

14 **Q.** Okay. Now, as I understand it, you don't know
15 how -- the makeup of the space of the church and schools.
16 Do you know when the addition to the school was
17 completed?

18 **MS. SCHURDAK:** I'm going to object to the
19 form of the question because it was somewhat compounded.
20 There was a statement and --

21 **MR. LITTS:** I believe the question --

22 **MS. SCHURDAK:** -- a question. I ask --

23 **MR. LITTS:** -- was sort of this way --

24 **MS. SCHURDAK:** -- it be rephrased.

25 **MR. LITTS:** Do you know when the addition to

M. Baxter - Cross

1 the property was completed?

2 A. Only limited to the documents that I have.

3 Q. Well, when was it completed?

4 A. You want me to go through the document to tell
5 you when it was --

6 MR. LITTS: Do you know when it was
7 completed?

8 A. No. I don't know offhand.

9 Q. Do you know at the time the lease was entered
10 into it was new construction?

11 A. Yes.

12 Q. It was new construction?

13 A. According to the lease, it was an addition that
14 was proposed.

15 Q. So, the lease that you reviewed is only for the
16 addition?

17 A. No.

18 Q. Well, that's what I thought you just said.

19 A. No.

20 Q. So, if it is new construction, based upon what
21 you testified to on direct, that would justify a higher
22 rental, correct?

23 A. New construction would justify a higher rent than
24 an existing older building, yes.

25 Q. The things that you testified to on direct

M. Baxter - Cross

1 concerning size and location and things of that nature,
2 they're generalities, are they not?

3 A. Yes.

4 Q. There's always -- there's differences or
5 deviations from those generalities, correct?

6 A. Of course.

7 Q. For example, if you have the Spitzfaden report in
8 front of you --

9 A. Um-hum.

10 Q. -- the No. 5 is a 620 Phillips Street,
11 Stroudsburg comparable, correct?

12 A. Yes.

13 Q. And that's --

14 A. I'm sorry, it's an asking. It's on the market.

15 Q. Okay. That is closer than -- to New Jersey than
16 the Tannersville property, correct?

17 A. Yes.

18 Q. The Tannersville property has a higher rent,
19 correct?

20 A. Yes.

21 Q. Mount Pocono is further from New Jersey than
22 Stroudsburg also, correct?

23 A. Yes.

24 Q. Comparable No. 8 has a higher asking per square
25 foot price than Comparable No. 5, the Phillips Street

M. Baxter - Cross

1 property?

2 A. Yes.

3 Q. In fact, the asking price for Comparable No. 8 is
4 higher than the asking price for the Phillips Street
5 property, correct?

6 A. Yes.

7 Q. And it is approximately eight times the size?

8 A. Okay. Sure. Can I make a comment?

9 Q. Now --

10 MR. LITTS: Just wait for a question.

11 A. Okay.

12 Q. You indicated that proximity to Route 80 was
13 important.

14 A. No. I think I said that it had an impact.

15 Q. Okay. You testified about the Fidelity Abstract
16 property?

17 A. Um-hum.

18 Q. Well, do you think school children care whether
19 their school is located in close proximity to Route 80?

20 A. No, I don't think school children care that at
21 all.

22 Q. Do you think their parents care about that?

23 A. I don't -- I'm not sure --

24 MS. SCHURDAK: I'm going to object to
25 relevance. This is lease agreement.

M. Baxter - Cross

1 **MR. ANDERS:** I'm not --

2 **MS. SCHURDAK:** Landlord and tenant.

3 **MR. ANDERS:** No, it's a lease agreement for
4 a school and somehow we've gotten into commercial --

5 A. I'll answer the question. I don't have an
6 opinion as to the opinions of the school children or
7 their parents. I don't know what -- you know, I'm not
8 going to comment on what their opinions may be.

9 **Q.** Now, you told us that -- at least my
10 understanding of what you told us is that the square
11 footage rent for retail commercial was the highest,
12 correct?

13 A. Retail commercial, well, in -- generally, yes.

14 **Q.** And --

15 A. I think I made a comment about medical space as
16 well.

17 **Q.** Okay. Only one of your retail comparables is
18 \$13.00, correct?

19 A. Um-hum.

20 **Q.** The rest are a lot less than that, correct?

21 A. Well, not a lot less, but a little less.

22 **Q.** They're less than the square footage rents that
23 Ms. Spitzfaden developed for the office space, correct?

24 A. Yes.

25 **Q.** Now, did you consider the comparables in

M. Baxter - Cross

1 Paragraph 5 of your letter when you were reviewing
2 Ms. Spitzfaden's appraisal?

3 A. Initially, no, because I had to research to find
4 those. And the ones in her appraisal, half of them are
5 not leases. The ones that you're referencing in your
6 questions to me are asking prices. That's why when we're
7 evaluating or giving recommendations on marketing a
8 property for a landlord or -- or a landowner or a
9 commercial building owner, we don't use asking prices.
10 It would be, you know, misleading to use asking prices.
11 We use what are actually sold or leased.

12 Q. When Ms. Spitzfaden contacted you, you indicated
13 she told you that she needed comparables?

14 A. Right.

15 Q. Did she tell you for what purpose she needed
16 comparables?

17 A. I don't recall. She calls me often. I don't
18 recall if she told me specifically what the, you know,
19 project was. She told me the area certainly. That's why
20 I looked for comparables in that area.

21 Q. Did she tell you that she was looking for
22 comparables for office space?

23 A. I think she was looking for any comparables she
24 could find, any commercial comparable she could find.

25 Q. Well, that would be contrary to --

M. Baxter - Cross

1 A. Retail, office, because she couldn't find
2 anything.

3 Q. Okay. That would be contrary to the purpose of
4 her appraisal, which was to establish square foot rental
5 for hypothetical office space, correct?

6 A. I think that's a question for her, not for me.

7 MS. SCHURDAK: Objection. I think that's
8 beyond the scope.

9 Q. Now, you just told --

10 MR. LITTS: I'm going -- he answered. I'm
11 going to allow it. The reality is this person could come
12 in to testify --

13 MS. SCHURDAK: Right.

14 MR. LITTS: -- what her report is. And,
15 again, I caution counsel that this is the opportunity to
16 build a record for consideration, so keep that in mind.
17 If you have an expert, please bring it by all means. The
18 court would love to hear it.

19 Q. You just told me, I believe, that you don't
20 give -- when you're doing whatever you want to call it,
21 this type of analysis that you have in your December 31st
22 letter, you don't use asking prices, correct?

23 A. We don't want to use asking prices unless there's
24 absolutely no other choice. So, I understand why she
25 used them, but they're not -- when you're making direct

M. Baxter - Cross

1 comparisons, you can't compare an asking price to an
2 actual lease or an actual sale.

3 Q. You gave her, according to your testimony,
4 Comparable No. 8, which is based upon an asking price,
5 correct?

6 A. That's what she asked me for.

7 Q. She asked you, to "Give me a comparable for an
8 asking price?" Is that what she asked you?

9 A. She asked me specifically about that space
10 because she saw it on my website.

11 Q. Were you involved in the leasing of any of the
12 properties in the Spitzfaden report?

13 A. Well, that one, No. 8, which has since partially
14 been leased, and I believe No. 4 as well.

15 Q. When were you involved in the leasing of No. 4?

16 A. At the time of the lease.

17 Q. Okay. Was it leased at that point or was it
18 about to be leased?

19 A. I don't understand the question.

20 Q. Had the five year lease been entered into?

21 A. If I handled the lease, that's when we -- it
22 would have commenced in 12-06.

23 Q. Okay.

24 A. I also occupied space in that building.

25 Q. Do you know what negotiations took place for the

M. Baxter - Cross

1 lease, which is Comparable 1?

2 A. No.

3 Q. Do you know if one of the owners of Fidelity
4 Abstract was also an owner of the Landmark Center at the
5 time?

6 A. No.

7 Q. Were you -- you have no involvement in the
8 negotiation of Comparable No. 2?

9 A. I -- I believe I told you the ones I was involved
10 with.

11 Q. So, you don't know -- for the ones you were not
12 involved with, you don't know the content of those
13 negotiations or how the square footage rent was
14 negotiated, on what basis, correct?

15 A. Of course not.

16 Q. With regard to the retail space in your letter,
17 did you review those leases before putting your report
18 together?

19 MR. LITTS: Strike -- strike the court,
20 before -- you know there's no court here.

21 MR. ANDERS: I said report, putting your
22 report together.

23 MR. LITTS: I thought the court, you said.

24 Q. Did you review those leases before --

25 A. Yes.

M. Baxter - Cross

1 Q. -- compiling -- did you bring those leases with
2 you today?

3 A. No.

4 Q. Were you involved in any of the negotiations for
5 those leases?

6 A. Yes.

7 Q. Which ones?

8 A. All of them. Can I qualify that? My -- my firm
9 was.

10 Q. My question was you.

11 A. Okay. Not all of them.

12 Q. Which ones?

13 A. All -- all five of them were handled by agents in
14 my office.

15 Q. So, you were not involved personally in any of
16 them?

17 A. It's not that simple of an answer. I oversee
18 everything that happens in my office, so that's the only
19 way I can answer that question.

20 Q. My question, were you personally involved in
21 negotiations leading up to the lease?

22 A. Asked and answered. I'm not --

23 Q. Did you participate?

24 A. I don't know how to answer any other way.

25 Q. Well, you had indicated that you were

M. Baxter - Cross

1 supervising. And my question was, were you involved in
2 the actual back and forth negotiations?

3 **MR. LITTS:** I believe that's been
4 answered --

5 **MS. SCHURDAK:** It's answered.

6 **MR. LITTS:** -- to the best he can. Let's
7 move on.

8 **Q.** You would agree with me that with regard to your
9 report, items 5-D and 5-E were after the effective date
10 of the Spitzfaden appraisal?

11 **A.** Yes.

12 **Q.** Now, you indicated there were certain factors in
13 the master lease that you considered being less than an
14 arm length's transaction, correct?

15 **A.** Yes.

16 **Q.** You were not involved in the negotiation of the
17 lease, correct?

18 **A.** Correct.

19 **Q.** So, you have absolutely no idea what transpired
20 between the parties at the time, correct?

21 **A.** Correct.

22 **Q.** You have no knowledge of what, if any,
23 relationship exists between the church and the charter
24 school?

25 **A.** Not outside the documents I was provided.

M. Baxter - Cross

1 Q. In those documents, the church is landlord and
2 the charter school is tenant, correct?

3 A. Yes.

4 Q. Now, if you would look at the master lease, SD
5 No. 1, is there a portion of that lease that provides for
6 notices?

7 A. I'm thinking that there probably is.

8 Q. Isn't it true, sir, that based on your
9 experience, if the tenant and the landlord are
10 represented by counsel, those counsel are listed as
11 individuals who would receive notice?

12 A. Can you reference a page?

13 Q. I'm just asking about -- it was an experience
14 question, sir.

15 A. Okay. Can you repeat the question?

16 Q. Yes. Based on your experience, if the landlord
17 and tenant are represented by counsel --

18 A. Um-hum.

19 Q. -- counsel are usually included in the notice
20 provisions of the lease?

21 A. I've seen it both ways.

22 Q. Okay.

23 A. So, not always.

24 Q. Do you know who prepared SD-1?

25 A. No.

M. Baxter - Cross

1 Q. Isn't it true, sir, that one of the issues or
2 factors that comes up in negotiating a lease is the
3 financial stability of a tenant?

4 A. Yes.

5 Q. Do you know -- strike that. Have you been
6 involved in negotiating any leases for charter schools?

7 A. No.

8 Q. Have you been involved in negotiating any leases
9 for schools?

10 A. When you say schools --

11 Q. Schools.

12 A. -- how --

13 Q. Elementary school, high school, middle school?

14 A. No. No.

15 Q. If you would look at Page 23 of SD-1, are there
16 two different attorneys reflected there for the landlord
17 and the tenant?

18 A. Yes.

19 Q. Would that indicate to you that Mr. O'Donnell
20 negotiated on behalf of the landlord and Mr. Langson on
21 behalf of the charter school?

22 A. No. It indicated to me that they were
23 represented legally.

24 Q. Well, based on your experience, what does an
25 attorney do in a legal representation of a landlord and a

M. Baxter - Cross

1 tenant when a lease is being negotiated?

2 **MS. SCHURDAK:** Objection. It's been asked
3 and answered.

4 **MR. ANDERS:** No, it hasn't. I just --

5 **MS. SCHURDAK:** Yes, it has. You asked it,
6 he said basically the notice is the notice.

7 **MR. LITTS:** Well, let me see, again, if I
8 can try to do this. I think there's two different issues.
9 I think one question is, does this witness know whether or
10 not the attorneys listed on Page 23 of the lease were
11 involved in the negotiation of this lease. Do you know
12 one way or the other?

13 **THE WITNESS:** No.

14 **MR. LITTS:** Okay. The second question is,
15 as I understand Mr. Anders, is that in your experience is
16 it common for attorneys for a landlord and a tenant to be
17 involved in the negotiation of the terms, the written
18 terms of the lease?

19 **THE WITNESS:** And my answer to that would be
20 the notice indication -- the notice is no indication of
21 that. We generally negotiate with the parties and the
22 attorneys handle the legal side of it, not the
23 negotiations, and that's why I answered the question that
24 way, because he used the word negotiation.

25 **MR. LITTS:** Hopefully that will clear that

M. Baxter - Cross

1 up. Mr. Anders, you can continue.

2 Q. So, if I understand you correctly, part of the
3 lease negotiation is not the legal aspect of it?

4 MS. SCHURDAK: Objection. That's is not how
5 he said --

6 MR. ANDERS: He just said he --

7 MR. LITTS: Hold up. He's already answered
8 that question. And, so, either you can rephrase the
9 question or you can move onto something else. He stated
10 that there's -- in his mind, there's legal pieces of the
11 lease and then there's other pieces, which presumably are
12 financial pieces and the attorneys don't handle both
13 pieces exclusively. That's how I understood the
14 testimony.

15 Q. Now, you said that caused you concern that the
16 lease was only for the period of 7 a.m. to 5 p.m., Monday
17 through Friday, correct?

18 A. I said that was unusual.

19 Q. Okay. What are the operational hours of a
20 school?

21 A. I believe every school would be different.

22 Q. Would they fall within the 7 a.m. to 5 p.m.
23 range?

24 A. Unless it was a night school.

25 Q. The hours of operation for a school are different

M. Baxter - Cross

1 from the hours of operation for a retail space, correct?

2 A. I would say generally.

3 Q. Now, you also commented on the land -- the
4 provision of the lease where the landlord pays 10 percent
5 of the utilities.

6 A. Um-hum.

7 Q. You indicated that was unusual.

8 A. (Witness nodded his head.)

9 Q. Well, if the landlord is using 10 percent of the
10 utilities, wouldn't that be a point of negotiation from
11 the tenant's standpoint so that it gets reimbursed for
12 that?

13 A. I said it was unusual the way it was structured.
14 Usually it's done on a pro-rata basis by square footage,
15 and I believe my testimony was it indicated that this
16 space was shared.

17 Q. Excuse me?

18 A. I -- it indicated that the space was shared and
19 it was an unusual way of wording it.

20 Q. So, it wasn't the relationship that was unusual,
21 it was the wording of the lease that was unusual?

22 A. Both.

23 Q. Well, if you did it on a square foot basis as
24 opposed to a percentage basis, what is the difference?

25 A. I commented that it's unusual to do it this way.

M. Baxter - Cross

1 In the leases I've been involved in, it's more structured
2 by square footage than by a percentage because that, to
3 me, would be an estimate. How would you ascertain a
4 percentage like that if you don't use a square footage
5 map?

6 Q. Well, you don't know because you were not
7 involved in the negotiations of the lease, correct?

8 A. I answered the question about the lease and the
9 document that was given and that was the limitations of
10 my answer.

11 Q. With regard to the clause in the lease that you
12 commented on concerning the changing of the rent if the
13 terms and conditions of the landlord's financing changed,
14 do you know the availability of a charter school to
15 borrow money?

16 A. No.

17 Q. If a charter school had no availability to borrow
18 money, how would it, in fact, do tenant improvements if
19 those tenant improvements were required by the lease?

20 A. I don't know. That wasn't what I was commenting
21 on. I commented that it was unusual and I had never seen
22 a clause that gave specific terms of the landlord's
23 financing in any lease in my experience in 25 years.

24 Q. I know, but that's not my question to you.

25 A. Okay.

M. Baxter - Cross

1 Q. If a charter school has difficulty obtaining
2 financing, how would they finance leasehold improvements
3 like the ones you told us about? Remember the white box
4 you were telling us about before?

5 A. You asked me if I had experience with charter
6 schools, so I have to answer, I don't know.

7 Q. Because you're unfamiliar with the terms of the
8 lease or you consider it to be unusual, isn't it true
9 that doesn't make it unfair to one party or the other?

10 A. I -- I don't know.

11 Q. Isn't it true that you valued this space as if it
12 were commercial retail space?

13 A. No.

14 Q. Well, that's the comparables you used, were all
15 commercial retail space.

16 A. I used the only comparables that were available
17 in that particular market and was careful to stay within
18 that market.

19 Q. Would you agree with me that a commercial retail
20 space is different than a lease for a school?

21 A. Yes.

22 Q. Your report on the market rent opines to -- does
23 not represent the as-is condition of the school property,
24 does it?

25 A. No.

M. Baxter - Cross

1 Q. You do not address that in your report, correct?

2 A. Nope.

3 Q. Your values are based upon the conversion of the
4 school to retail?

5 A. No.

6 Q. Could you describe for me the highest and best
7 use?

8 A. For this property?

9 Q. No, in general. What is the definition? What
10 are the criteria? What are the four criteria for highest
11 and best use?

12 MR. LITTS: How is that relevant,
13 Mr. Anders?

14 MR. ANDERS: In opining value of real
15 property it's certainly relevant.

16 MR. LITTS: Value as to the value of the
17 real estate for purposes of sale?

18 MR. ANDERS: Highest and best use of the
19 property, yes. That's part of what you do when you
20 appraise property.

21 MR. LITTS: Well, we're not taking about an
22 appraisal of property. We're talking about this
23 individual's opinion as to what he believes is a
24 reasonable lease, not the underlying value of the
25 property.

M. Baxter - Cross

1 **MR. ANDERS:** I'm not asking him about the --
2 I'm asking him what the highest and best use is. That
3 does not only go to the value of the property, it goes to
4 the use of the property and how the property can be
5 rented, leased, things of that nature.

6 **MS. SCHURDAK:** I'm confused by Mr. Anders'
7 question for the following reason. Earlier in his cross
8 examination, he was vehement in saying this man is not an
9 appraiser, and yet his question, right now, has to do with
10 appraising.

11 **MR. ANDERS:** No, it has to do with highest
12 and best use.

13 **MS. SCHURDAK:** Appraising.

14 **MR. ANDERS:** No. What is the highest and
15 best use?

16 **MR. LITTS:** Mr. Anders, I'm going to ask you
17 to rephrase the question and put it in the context of the
18 direct testimony that's been presented and if we can't do
19 that, then, you know, I don't believe what you're asking
20 is relevant. So, let's -- rephrase it and put it into
21 different context.

22 **Q.** When you develop -- when you developed this
23 report, did you consider the highest and best use of the
24 property?

25 **A.** I reviewed the -- no.

M. Baxter - Cross

1 Q. Okay. Isn't it true, sir, that -- and I think
2 you mentioned this -- that the structures comprising the
3 charter school were sort of custom built for that
4 purpose?

5 A. Um-hum.

6 Q. Is that a yes?

7 A. Yes.

8 Q. Isn't it true, sir, the highest and best use of
9 the property as improved is the continued utilization as
10 a school building?

11 A. Yes. From the information I have, I would say
12 yes.

13 Q. Okay. And knowing that, you did not attempt to
14 obtain any comparables of other schools.

15 A. I didn't say that.

16 Q. Did you?

17 A. I -- there wasn't any available. I could not
18 find any.

19 Q. In the limited area that you're talking about or
20 just generally?

21 A. In Monroe County.

22 Q. Well, there was a lease in existence back --
23 there was a lease in existence at the time for another
24 charter school, Pocono School of Excellence, correct?

25 A. I don't know.

M. Baxter - Cross

1 Q. You don't know? That --

2 A. It wasn't available to me, that information.

3 Q. That would have been located to Monroe County,
4 would it have not? Located in Carriage Square, in fact,
5 correct?

6 A. That information was not available to me.

7 Q. Did you look outside the area to determine what
8 the fair market rental would be for other school
9 institutions leasing property?

10 A. No.

11 Q. So, you wouldn't be aware, for example, the PJ
12 school building in Upper Darby, which had a net square
13 footage rent of 13.30?

14 A. Asked and answered. I didn't look outside the
15 area and I wouldn't even compare Mount Pocono to
16 Stroudsburg, much less a different county.

17 Q. So, that would vary -- strike that. You told us
18 earlier that this was a very unique building.

19 A. Right.

20 Q. So, it's your opinion that if a unique building
21 has a school the rent was going to differ in someplace
22 like Upper Darby or Berks County, than -- would differ
23 from Monroe County. Is that what your opinion is?

24 A. I was asked about the marketability of a unique
25 space like that. There's a difference.

M. Baxter - Redirect

1 **Q.** But you just agreed with me that the highest and
2 best use was the continued utilization of this property
3 as a school?

4 **A.** Because of the cost of -- of changing it, which I
5 had mentioned earlier in my testimony.

6 **MR. ANDERS:** That's all I have for right
7 now.

8 **MR. LITTS:** Any redirect?

9 **MS. SCHURDAK:** I do, but I think Mr. Baxter
10 may want a break.

11 **THE WITNESS:** I'm fine.

12 **MR. LITTS:** I mean --

13 **THE WITNESS:** It might be tougher for me to
14 come back, you know, to --

15 **MR. LITTS:** I'm looking at what time it is
16 and I'd like to have this witness finished and be able to
17 excuse him, if possible. So, how long is your redirect?
18 Hopefully it's short.

19 **MS. SCHURDAK:** Hopefully, but I don't know
20 if there's going to be a re-recross.

21 **MR. LITTS:** Well --

22 **MS. SCHURDAK:** But I can start. How's that?
23 Are you okay?

24 **THE REPORTER:** Um-hum.

25 **THE WITNESS:** I'm okay.

M. Baxter - Redirect

1 **MS. SCHURDAK:** All right. Tell me if you
2 need a break, though.

3 **THE WITNESS:** Okay.

4 - - -

5 **REDIRECT EXAMINATION BY MS. SCHURDAK:**

6 **Q.** Okay, Mr. Baxter. I'm going to refer you, first
7 of all, to the second amendment to lease amendment
8 agreement marked as SD-2. Do you still have that
9 document in front of you?

10 **A.** Yes.

11 **Q.** Okay. Who's paying, ultimately, for the
12 expansion of the premises?

13 **MR. ANDERS:** Objection. That's beyond the
14 scope of cross.

15 **MS. SCHURDAK:** Actually, it isn't.
16 Mr. Anders was going into, on cross, the price of new
17 space.

18 **MR. ANDERS:** No.

19 **MS. SCHURDAK:** And you're going to pay more
20 for new space.

21 **MR. ANDERS:** But that's --

22 **MS. SCHURDAK:** If I didn't interrupt you,
23 then I would expect the same courtesy.

24 **MR. ANDERS:** You did, so, go ahead.

25 **MR. LITTS:** Look, I'm going to allow the

M. Baxter - Redirect

1 question. I mean, there's certain facts we need to
2 establish for the record and I'm not going to waste
3 everyone's time by having what appears to be a
4 straightforward question, having to bring some witness
5 back to testify to that fact. So, the question is, if
6 this witness knows, who paid for the expansion or
7 renovations to this property. Is that the question?

8 **MS. SCHURDAK:** That is.

9 **MR. LITTS:** Do you know?

10 A. Again?

11 **Q.** Sure. I'm referring to the second amendment to
12 lease amendment agreement that's previously marked as
13 SD-2.

14 A. Right.

15 **Q.** Pursuant to the agreement, who is paying for the
16 expansion?

17 A. The tenant is paying rent to cover the debt
18 service of the expansion according to this document.

19 **MR. LITTS:** And if I'm reading this
20 correctly, the landlord holds some type of mortgage on the
21 property that was subject to the expansion.

22 **MR. ANDERS:** The mortgage -- no, the
23 landlord doesn't hold the mortgage.

24 **THE WITNESS:** No. It has a mortgage.

25 **MR. LITTS:** Okay.

M. Baxter - Redirect

1 **THE WITNESS:** And the tenant is -- rent is
2 tied to that debt service.

3 **MR. LITTS:** Obviously use the term hold.

4 **Q.** And in 2.1 --

5 **MR. ANDERS:** Objection, asked and answered.

6 **MR. LITTS:** Overruled.

7 **Q.** -- who's reimbursing for cost and expenses?

8 **A.** The tenant.

9 **Q.** Okay. The fact that a tenant is reimbursing
10 for --

11 **MR. ANDERS:** I would like a continuing
12 objection to this because my new construction had nothing
13 to do with this.

14 **MR. LITTS:** Understood. It's noted for the
15 record. You may continue.

16 **MS. SCHURDAK:** Thank you.

17 **Q.** The tenant shall reimburse landlord for all costs
18 and expenses, that type of a clause, how does that
19 affect, if at all, the rent per square foot that you
20 would expect a tenant to pay for space?

21 **A.** If the land -- if the tenant is covering
22 expenses, that should drive the base rate down.

23 **Q.** Okay. Is there anything in the report drafted by
24 Ms. Spitzfaden that addresses that?

25 **A.** I don't believe so.

M. Baxter - Redirect

1 **MR. ANDERS:** Objection. This is beyond the
2 scope of cross.

3 **MR. LITTS:** I think it was answered already,
4 so I'll allow it. Miss Schurdak, lets see if we can keep
5 this --

6 **Q.** Mr. Anders asked you about a Mr. Davis. Who is
7 Mr. Davis?

8 **A.** I believe he's referring to John Davis.

9 **Q.** Okay. Were you clear, when he asked you, who he
10 was referring to?

11 **A.** Yeah, I just don't recall. I mean, the meeting
12 was several years ago, so...

13 **Q.** But Pastor Bloom was there?

14 **A.** Yes.

15 **Q.** Were you retained by the charter school to do any
16 work?

17 **A.** Nope.

18 **Q.** Were you retained by the church to do any work?

19 **A.** Nope.

20 **Q.** So, does the master lease agreement, which I'm
21 sure is in your pile there --

22 **A.** Um-hum.

23 **Q.** -- delineate in terms of square footage what the
24 charter school is to occupy Monday through Friday, 7 to 5
25 p.m.? It states their rent.

M. Baxter - Redirect

1 A. Right. I don't think it -- I think it just -- it
2 says the lease premises. I don't think it delineates
3 square footage.

4 Q. Does it in another place in the document then go
5 into square foot, A, B and C premises? Page 3?

6 MR. LITTS: What was the question?

7 A. Yeah, I don't -- again, it's --

8 Q. It refers to different premises. Does the lease
9 agreement in some way, shape or form reference the space
10 that's being rented by the charter school?

11 A. Yes.

12 Q. Okay. Mr. Anders was asking you -- and I'm going
13 to change focus for a moment to the report generated by
14 Ms. Spitzfaden.

15 A. Um-hum.

16 Q. And he was asking you about the Fidelity Abstract
17 building.

18 A. Um-hum.

19 Q. Were you aware of a relationship apparently
20 between the owner and the tenant. Do you remember that
21 line of questioning?

22 A. Yes, I do.

23 Q. Is there anything with respect to this report
24 where Ms. Spitzfaden comments on the relationship between
25 the parties?

M. Baxter - Redirect

1 A. I don't believe so.

2 Q. Now, Mr. Anders was also cross examining you on
3 the price per square foot in comparing and contrasting,
4 if you will, I believe, the Stroudsburg property as
5 opposed to the Tannersville Fountain?

6 A. Right.

7 Q. Fountain Springs, \$15.00 per square foot?

8 A. Um-hum.

9 Q. Phillips Street, \$12.00 per square foot?

10 A. Right.

11 Q. Can you provide clarification of the discrepancy?

12 A. Yeah. Tannersville is right on Route 611.
13 Phillips Street is a secondary road that is not on 611.
14 So, while Stroudsburg, you know, may command, you know, a
15 higher rent than, let's say, Mount Pocono, for office
16 space and -- and retail space, you -- you can't just
17 compare the towns that generally. It would depend on the
18 street and the location and other factors. So, you know,
19 Phillips Street would not compare with Route 611 even
20 though it's in Stroudsburg and closer to Route 80. And
21 Mr. Anders did ask those specific questions.

22 Q. And I guess he -- because he then went into more
23 detail --

24 A. Right.

25 Q. -- comparing and contrasting, I believe -- was it

M. Baxter - Redirect

1 also the Mount Pocono space?

2 A. Right.

3 Q. 663?

4 A. Um-hum.

5 Q. What's your comment to that?

6 A. Well, again, that was an asking rate and it
7 wasn't a comparable. And I believe that was compared to
8 one that was out of the area, one of the --

9 Q. The Stroudsburg?

10 A. Either the Stroudsburg or the Fidelity one.

11 Q. Okay. If what Mr. Anders asked you with respect
12 to the Fidelity building is true, that there is an inside
13 relationship between landlord and tenant --

14 A. Um-hum.

15 Q. -- is it possible then to really rely on this as
16 a -- strike that. Should one be relying on this?

17 A. If there's a relationship --

18 Q. As a comp?

19 A. -- between the landlord and tenant it should be
20 noted, you know, in the -- in the report. I mean, there
21 certainly could be an adjustment because of that.

22 Q. An adjustment in what way?

23 A. Um --

24 Q. If you can tell us.

25 A. It could be a number of things. It would depend

M. Baxter - Redirect

1 on the relationship and the reason that they entered into
2 the agreement the way they did.

3 Q. In Miss Spitzfaden's report, in her eight
4 comps --

5 A. Um-hum.

6 Q. -- other than the ones that are noted as new
7 construction, does she put the year of the building?

8 MR. LITTS: When you say year of the
9 building, what do you mean? The year it was built?

10 MS. SCHURDAK: The year it was built.

11 A. The age of the building? No.

Q. The age of the building.

13 A. No.

14 Q. Okay. Mr. Anders also asked you with respect to
15 your expert report that, in fact, two of the properties
16 that you listed as -- to support your conclusions --

17 A. Um-hum.

18 Q. -- were -- lease agreements were entered into
19 after September '07.

20 A. Yes.

21 Q. Okay. What were the dates that they were entered
22 into?

23 A. December '07 and October of '07.

24 Q. In your opinion, was there any change in the
25 marketplace between September '07 and October '07 that

M. Baxter - Redirect

1 would result in a change for what the commercial real
2 estate market would reflect?

3 A. Not in that period of time, which is why I used
4 them. I tried to stay as close as I could to the -- the
5 date of the subject.

6 Q. Same question with respect to December '07.

7 A. Yep. I tried to stay in, again, the same time
8 frame, as close as I could.

9 Q. In Miss Spitzfaden's report, did she use for her
10 comps exclusively September '07?

11 A. No.

12 Q. In Miss Spitzfaden's report, did she reference in
13 her report that the current space is being used as
14 educational space?

15 A. I don't think so.

16 Q. Last page?

17 A. Yes.

18 Q. Does she explain in her report who is going to
19 pay for the renovations that would be required to take
20 this from an educational based site into the real
21 estate -- oh, I'm sorry -- into the office space market,
22 which is what she bases her hypothetical condition upon?

23 A. I'm sorry. Ask the question again?

24 Q. In the report --

25 A. Um-hum.

M. Baxter - Redirect

1 Q. -- there's a hypothetical condition, correct?

2 A. Yes.

3 Q. Okay. What's the hypothetical condition?

4 A. The current use as a school and converting it or
5 marketing it outside of that.

6 Q. As what?

7 A. The marketability of -- of something different.

8 Q. As what?

9 A. She uses the example -- well, I'll tell you.
10 I'll read it to you. "A building of this size is seen to
11 have limited appeal in this market to a single user
12 lessee. Where present in commercial districts a
13 structure of this size would typically be designed to
14 accommodate multiple tenants in smaller units." And then
15 she goes on to explain a little bit more about that.

16 Q. Did she say who's going to pay for that?

17 A. No. She talks about the cost of it and --

18 Q. The cost of conversion?

19 A. Right.

20 Q. Okay. Would that affect who -- strike that.
21 Whoever's going pay for the cost of converting the
22 space --

23 A. Um-hum.

24 Q. -- from a school to retail space --

25 A. Um-hum.

M. Baxter - Redirect

1 Q. -- is that going to affect what you're going to
2 command --

3 A. Absolutely.

4 Q. -- per square foot?

5 A. Of course.

6 Q. If I'm paying for the renovations as a tenant --

7 A. Um-hum.

8 Q. -- am I going to pay more or less?

9 A. If you're paying for the renovations as the
10 tenant, you're going to pay less.

11 Q. So, Ms. Spitzfaden's report --

12 MR. LITTS: Mr. Schurdak, let me interrupt
13 here. There's a whole lot of questions about a report
14 that isn't into evidence. Let's wrap this up. If this
15 report's going to be entered into evidence, assuming this
16 witness is called at some later date, you'll have ample
17 opportunity to cross examine her, but let's wrap this up,
18 this line of questioning.

19 I think the board and I understand the
20 issues you're raising and the concerns expressed by the
21 charter school, but we're talking about a report that
22 isn't even into evidence, so --

23 MS. SCHURDAK: I understand that. I've got
24 the burden of proof here, and I'm just trying to clarify
25 after cross. I hear your directive. I will move on to

M. Baxter - By Mr. Litts

another line of questioning.

Q. Do you know when the Pocono School for Excellence shut its doors?

A. Not offhand, no.

Q. Upper Darby, Pennsylvania. Mr. Anders asked you about some school up there. Where is Upper Darby located?

A. North of Philadelphia. Suburb of Philadelphia.

MR. LITTS: We can take judicial notice of the location. It's actually west of Philadelphia.

THE WITNESS: West of Philadelphia.

MR. LITTS: Okay? Move on.

Q. Generally, are you familiar with real estate market outside of Philly in Upper Darby, Pennsylvania?

A. No.

MS. SCHURDAK: Okay. I have no further questions.

- - -

BY MR. LITTS:

Q. I have one question, Mr. Baxter. Again, same rules. Again, I don't know when this Pocono Mountain Charter School of Excellence was operating, but assuming it was operating at the same period of time of the master lease being executed, in your mind, would that lease be a comp that you would want to consider?

M. Baxter - Recross

1 A. Which, the Upper Darby one?

2 Q. No, the Pocono Mountain Charter School of
3 Excellence.

4 A. If it's in Monroe County, I would say yes.

5 MR. LITTS: Okay. Thank you. Mr. Anders,
6 any recross?

7 MR. ANDERS: Yeah.

8 - - -

9 **RECROSS EXAMINATION BY MR. ANDERS:**

10 Q. You were asked about the date of the structure
11 being built in Ms. Spitzfaden's report?

12 A. Um-hum.

13 Q. You don't have any dates, when the structures
14 were built, in your report, correct?

15 A. No.

16 Q. You would agree with me, would you not, that
17 Ms. Spitzfaden appraisal is a restricted use appraisal?

18 A. Yes.

19 Q. Now, you told us that you would expect the rent
20 to be lower if the tenants did the improvements?

21 A. Yes.

22 Q. Are you familiar with The Crossings?

23 A. Yes.

24 Q. Isn't it true at The Crossings the tenants did
25 the improvements and it had no bearing on their rent,

R. Geiger - Voir Dire

1 with the possible exception --

2 A. I wasn't involved in any of the leases at The
3 Crossings.

4 Q. So you don't know?

5 A. I don't know.

6 MR. ANDERS: That's all I have.

7 MR. LITTS: Okay. With that, is there any
8 reason why this witness can't be excused?

9 MS. SCHURDAK: I have no opposition.

10 MR. LITTS: Okay. Why don't we excuse the
11 witness and go off the record for a second?

12 (Off record.)

13 MS. SCHURDAK: A board member, Jean Niering,
14 did arrive during the testimony. I know you put the board
15 members on the record, so I wanted to amend that.

16 (Recess was taken.)

17 MR. LITTS: Now it is approximately ten of.
18 I think we can go back on the record. Ms. Schurdak, would
19 you call your next witness?

20 MS. SCHURDAK: Thank you, Mr. Litts. I call
21 Mr. Ray Geiger to the stand.

22 - - -

23 RAYMOND C. GEIGER, JR., having been duly sworn, was
24 examined and testified as follows:

25 VOIR DIRE EXAMINATION BY MS. SCHURDAK:

R. Geiger - Voir Dire

1 Q. Good afternoon, Mr. Geiger.

2 A. Good afternoon.

3 Q. Can you give your business address for the
4 record, please?

5 A. 5050 West Tilghman Street, Suite 115, Allentown,
6 Pennsylvania, 18104.

7 Q. Where is it that you work?

8 A. I work at that location.

9 Q. Doing what? I'm sorry. What do you do for a
10 living?

11 A. I am a real estate appraiser.

12 Q. How long have you been a real estate appraiser?

13 A. I began in 1978, so I guess that's about 31 years
14 now.

15 Q. I won't ask you your age. What kind of
16 certifications, if anything, do you need to have in order
17 to be a real estate appraiser?

18 A. I'm a Pennsylvania General Certified Appraiser.
19 There's two categories of certification in the
20 Commonwealth, and the general is the one that permits you
21 to appraise any kind of real estate, real property in the
22 Commonwealth.

23 Q. Do you have to go through any type of exams?

24 A. Yeah, you have an exam period. The certification
25 in the Commonwealth by way of background was begun in

R. Geiger - Voir Dire

1 1991. Prior to that in the Commonwealth of Pennsylvania
2 you needed to have a Pennsylvania broker's license. That
3 was begun by the Broker's Licensing Act in 1929 and then
4 reinforced in 1980, but after the savings and loan
5 debacle of the mid to late '80s, and creation of FIRREA
6 and the establishment of the Appraisal Standards Board
7 and the Appraisal Foundation certification or licensure
8 was mandated in all 50 states by Congress, and so in
9 Pennsylvania it began in 1991.

10 Q. What degrees do you have?

11 A. I have a simple BA degree in American Studies
12 from Pennsylvania State University.

13 Q. In terms of professional affiliations, do you
14 have any?

15 A. Well, I'm affiliated with the Appraisal
16 Institute, the largest appraisal organization in the
17 world. I'm a member of the National Pennsylvania local
18 Lehigh Valley chapters of the Realtor Association, a
19 variety of lesser things that I belong to, including the
20 Pennsylvania Assessors' Association. And I have not
21 pursued an MAI. I'm not an MAI. I have learned from the
22 school of hard knocks, as I like to say.

23 Q. Okay. In terms of appraising, have you been
24 certified as an expert before in any sort of trial?

25 A. Yes. I've testified numerous times. I've been

R. Geiger - Voir Dire

1 qualified in the Court of Common Pleas in Lehigh County,
2 Northampton County, Berks County, Carbon County, Luzerne
3 County, Lackawanna County, and Green County, way out in
4 the southwestern portion of the state, and this is my
5 first time in Monroe County.

6 Q. Welcome.

7 A. Okay. And I should say this is obviously a
8 regulatory board, not a court. The instances that I
9 mentioned were all courts of common pleas.

10 Q. Has any court refused to have you qualified as an
11 expert --

12 A. No.

13 Q. -- witness?

14 A. Never.

15 MS. SCHURDAK: I'd offer this witness up as
16 an expert in the field of appraising.

17 MR. LITTS: Any cross?

18 MR. ANDERS: Yes.

19 - - -

20 VOIR DIRE EXAMINATION BY MR. ANDERS:

21 Q. Sir, how many commercial appraisals have you done
22 for property located in Monroe County?

23 A. Probably over 31 years, only about a dozen.

24 Q. How about appraisal, just general appraisals, of
25 real property located in Monroe County?

R. Geiger - Direct

1 A. That -- everything I do tends to be
2 nonresidential, so when I said 12, it applies both ways.

3 Q. I'm sorry?

4 A. It applies both ways. About twelve. About
5 twelve. It's scattered over the years. I tend to stay
6 in my geography that I'm familiar with.

7 Q. When was the last time you did an appraisal of
8 commercial property in Monroe County?

9 A. I'd have to say it's about three or four years I
10 recall doing commercial property on Main Street in
11 Stroudsburg.

12 Q. Over your career, how many review appraisals have
13 you performed for commercial property located in Monroe
14 County?

15 A. None.

16 MR. ANDERS: Thank you. I have no
17 objections to qualifications.

18 MR. LITTS: Okay. You can continue.

19 MS. SCHURDAK: Thank you.

20 - - -

21 DIRECT EXAMINATION BY MS. SCHURDAK:

22 Q. Mr. Geiger, what were you hired to look at and
23 review for purposes of today?

24 A. I -- you provided me with a copy of a 10 page
25 report, an appraisal report prepared by a Kathy

R. Geiger - Direct

1 Spitzfaden, forgive me if I'm pronouncing the name
2 incorrectly, and that 10 page report I was asked to
3 review in the context of USPAP, Uniform Standards of
4 Professional Appraisal Practice, and in the context of
5 whether or not it provided a reflection of as-is market
6 value or market rent in this case.

7 Q. In my layperson's testimony, I call that a review
8 appraisal.

9 A. Yes. You know, people tend to banty [phonetic]
10 about the word review. Review with a small R means what
11 it does to lay people and to lawyers. Review with a
12 capital R, to appraisers, is subject to Standard 3 in the
13 Uniform Standards of Professional Appraisal Practice and
14 it takes on a very specific meaning and requires me to do
15 some very specific things.

16 Q. So, for purposes of today, are you doing -- are
17 your appraisals a small R?

18 A. We're talking -- no, we're talking about a
19 capital R today.

20 Q. Okay. What are the specific things that are
21 required that you do to perform a review appraisal?

22 A. Well, the very first thing you have to do is you
23 have to -- you and I have to -- you as my client and the
24 school district as my client, have to agree on a scope of
25 work, what is it that I'm supposed to do as a part of

R. Geiger - Direct

1 this review, and we -- you provided me with a very narrow
2 scope of work as to what I was to do.

3 For instance, I did not inspect the subject
4 property. I have never set foot on the property in
5 question here. What I've done is fundamentally looked at
6 it through the eyes of the public records, Google maps,
7 big maps, aerial maps so I could look at it, and tax maps
8 from Monroe County Assessment records, and the report
9 that you provided me. So, I have not been on the
10 property, first of all, you should know that.

11 **Q.** For clarity's sake, what was the scope of work
12 that you were hired to perform?

13 **A.** Well, the scope of work was somewhat defined by
14 the report itself that you gave me and it was limited
15 thereby. The report was a restricted report and, again,
16 that takes on a very specific meaning. That's a capital
17 R restrictive report under USPAP standards and this would
18 be Standard 2 of USPAP.

19 There are three reporting styles. Let me back up
20 and say that, first of all, Standard 1 outlines how you
21 do the development of an appraisal, and Standard 1
22 applies in all cases. Standard 2 refers to how you
23 report.

24 Now, you are technically allowed to report even
25 orally. You don't have to write a report. USPAP does

R. Geiger - Direct

1 not prohibit an oral report, but if you're going to write
2 something, it now has to take one of three forms. It
3 either has to take the form of restricted summary or
4 self-contained, and the -- the highest level, if you
5 will, is the self-contained and the verbiage in the
6 standard suggests that you must describe everything and
7 like the word insinuates, self-contained, it should
8 contain all -- all the information that the appraiser
9 used to get -- to get to the point. This was not that
10 kind of report.

11 Q. It's more detailed?

12 A. Yeah. It's much more detailed.

13 Q. Okay.

14 A. The middle level, if you will, is called the
15 summary and the standard talks about summarizing rather
16 than describing, as you do in a self-contained. It's
17 called summarizing. So, the summary is the middle level
18 of the report.

19 This was not that either. This was a restricted
20 report. This is the most limited form of reporting where
21 there is very little -- there are very few requirements
22 relative to the other two reporting styles.

23 There are certain things that I can itemize as we
24 go on here, but just to get it on the table, this is a
25 restricted report and one of the -- USPAP does limit the

R. Geiger - Direct

1 use of a restricted report to a single client, meaning
2 that it was -- a restricted report is never intended for
3 the eyes of anybody beyond the client. So, anybody
4 beyond the eyes of the client looks at the report, is on
5 notice that they must, you know, rely on it at their own
6 risk. There's no -- there's no warranty, you know,
7 implicit or explicit that the appraiser sets forth to
8 anybody outside the eyes of the intended user.

9 This report was, in fact, a restricted report.
10 The language in the report indicates that it was intended
11 solely for the charter school people and it -- that is
12 the -- what we call the intended user of the report.
13 So --

14 Q. I'm going to stop you for a moment. Do you have
15 the report in front of you?

16 A. I do not.

17 Q. Who was the intended user of the report and I'm
18 showing you the report. Does that refresh your
19 recollection?

20 A. Yes. Specifically it says it's prepared for the
21 Board of Directors of Shawnee Tabernacle -- Tabernacle
22 School at 16 Carriage Square, Tobyhanna, Pennsylvania.

23 Q. Okay. So, is that what you meant by --

24 A. Yes.

25 Q. Okay.

R. Geiger - Direct

1 A. And if you look in the body of -- that was read
2 off the first page. And if you look in the body of the
3 report, it's further illuminated that that is --

4 Q. Okay.

5 A. -- who it was intended for.

6 Q. Do you know if there is such a thing as the
7 Shawnee Tabernacle School?

8 A. I -- I guess I do, yeah, by assumption, by
9 sitting in the back of the room, but whether that's the
10 precise wording --

11 Q. Okay.

12 A. -- and the precise legal entity, I -- you know, I
13 really don't know.

14 Q. Okay. Fair enough. And I interrupted you, so
15 I'll let you go on about the restricted use of this
16 report for Shawnee Tabernacle School.

17 A. Well, I think I've made my point. It was
18 intended for them. One of the next things that you must
19 do in any reporting style, that you must certainly do in
20 a restricted report, is you must define the intended use
21 of the report. What does the user, Shawnee Tabernacle
22 School in this case, intend to do with the report? And
23 that is -- that is clearly set forth in the report as
24 well. It indicates that the report is intended for
25 internal use. I may not be recalling the precise

R. Geiger - Direct

1 wording, perhaps it says internal decision making or
2 internal -- internal use, I think, are the two key words.

3 So, while that's somewhat vague, it's obvious
4 that the intention of the report is for Shawnee
5 Tabernacle and only Shawnee Tabernacle.

6 **Q.** Okay. Anything else about a restricted use
7 appraisal report?

8 **A.** Well, you need to -- you need to do some of the
9 fundamental things. You need to, first of all, identify
10 the appraisal problem, what is the problem, what are you
11 solving for, you know, are you solving for market value,
12 are you solving for market rent? The report is clear
13 that it is solving for market rent.

14 You need to define a date. Every appraisal is a
15 snapshot in time, and so you need to define
16 specifically -- you know, you have to date it, what date
17 is it done. As I recall, the evaluation date was
18 September something in 2007 and the report was completed
19 and dated October something.

20 So, the evaluation date is the key date that you
21 need to know and that's required in any kind of a report
22 because, obviously, you need to -- we need to define this
23 parameter.

24 So, you need the value, you need the -- you need
25 the -- a date and then you need to identify what it is

R. Geiger - Direct

1 you're appraising. That's fundamental. The
2 identification in the restricted report can really be as
3 simple as the address of the property or a county PIN
4 number or a county tax map. There is -- USPAP doesn't
5 say that you have to give anything more than that. You
6 don't have to say how many acres, you don't have to say
7 how many square feet, you don't have to say whether
8 there's one building there or four buildings there, you
9 don't have to say anything else.

10 So, the minimum standard in USPAP is simply to
11 identify the property. In this instance --

12 **Q.** Was that done?

13 A. Yeah. In this instance, Miss Spitzfaden went
14 beyond the minimum and described the property such that I
15 as an outside reader of the report was able to identify
16 it, locate it, as I said, find it in the public records,
17 look at it on aerial maps, et cetera, and get some sense
18 of the fact that we're dealing with a complex
19 institutional property here that is a combination of
20 church, school, school addition and about 10 or 11 acres
21 as I recall.

22 **Q.** Were there any methodologies that were used by
23 the appraiser that you take issue with?

24 A. Well, the only -- the only matter here that I see
25 of focus and concern to me as a reviewer is the fact that

R. Geiger - Direct

1 this is a hypothetical evaluation.

2 Q. And while I stop you, what is a hypothetical
3 evaluation?

4 A. A hypothetical evaluation is when you assume a
5 fact that is contrary to what exists. That's -- that's
6 essentially the definition, assuming a fact that's
7 contrary to what exists.

8 Q. Can you give a hypothetical?

9 A. Hypothetical evaluations are done all the time.
10 It's not uncommon to do a hypothetical evaluation. I'll
11 take the -- the best example of what a hypothetical
12 evaluation might be is somebody comes to me and they own
13 a house and it's residentially zoned and they're right
14 next to a commercial zoning and they say to me,
15 "Mr. Geiger, could you please appraise the property
16 assuming -- we think we could get a change here. You
17 know, we've been to the municipality and we think we can
18 get a commercial zoning. Can you give me some idea of
19 what it might be worth if we got the zoning?"

20 So, that's an -- that's an example of a
21 hypothetical type -- type of situation that parallels
22 what we have here.

23 Q. Okay. I think you said that you took issue
24 with --

25 A. Well --

R. Geiger - Direct

1 Q. -- the hypothetical.

2 A. Only -- only -- only to the extent that USPAP
3 requires that it be -- and the word in USPAP is
4 conspicuously noted. It's not on the front page of the
5 report, it's not on the transmittal letter. It isn't
6 really until you get to -- I believe it's -- you have to
7 look at my report that I wrote, but I believe it's Page
8 5. It isn't until you get to Page 5 of the report that
9 you see it in dealing with a hypothetical evaluation.

10 For instance, when you look at the front page of
11 the report, the transmittal letter of the report where
12 the -- the rental value is set forth, it's -- to be
13 conspicuous, it should say that, you know, this is a
14 hypothetical value right there. You don't learn that
15 it's a hypothetical value until you get to Page 5 and
16 then a little further on it's discussed again.

17 So, it lacks conspicuousness. So, if we're
18 nitpicking, if we're nitpicking that might be an issue
19 and I'll play devil's advocate for a moment and that is
20 to say that because it was intended for Shawnee, they
21 were the intended users, presumably they asked for a
22 hypothetical value and she gave them what they asked for.
23 And -- and, you know, that's the presumption. You know,
24 if -- if she didn't, if something else occurred here, she
25 was asked to do something else, then it would obviously

R. Geiger - Direct

1 be a misleading report, but I can't address that because
2 I'm not privy to the engagement between her and the
3 charter school.

4 So, that -- that's the limitation of my ability
5 to review.

6 **Q.** Mr. Anders was asking you on -- when he was
7 crossing you as to qualifications as to your expertise
8 about whether or not you had done any review appraisals
9 in Monroe County. My question for you is, do you vary
10 how you do review appraisals depending upon the county
11 where the subject property is located?

12 **A.** The geography of the review has nothing to do
13 with it. A review can vary, though, in the scope. For
14 instance, in this instance I did not inspect the subject
15 property. You and I may have agreed that, hey, I need to
16 inspect the subject property because you want it done.
17 That was not done here because we limited the scope and I
18 set that scope forward in the -- in my review report. I
19 did not review the comparable sales there in this report.
20 I sat in the back of the room earlier and listened to
21 Mr. Baxter's testimony and that's fundamentally great to
22 me. I mean, I read the -- I read the comparables. I
23 really, frankly, don't care about the comparables. That
24 was not within the scope of my review and I have nothing
25 to say about the value that she sets forth. That was not

R. Geiger - Direct

1 within the scope of my review.

2 Q. Yours was the methodology used?

3 A. We're talking about methodology here and we're
4 talking about the -- we're talking about to what extent
5 your client, the Pocono school district Board of
6 Directors, should rely on the report.

7 Q. Is there anything else in the report -- strike
8 that. In the appraisal report that you reviewed, on --
9 you mentioned it's a hypothetical.

10 A. Yes.

11 Q. Is there any discussion within the report as to
12 who is to pay for the costs associated with converting
13 the subject property from school space to office space?

14 A. No. My recollection is that the only reference
15 to cost, and I don't -- forgive me, I can't recall the
16 page number, but Miss Spitzfaden does recognize that
17 there would be costs in doing this since there's language
18 that she uses in the report, but she indicates that that
19 was outside of the scope of what she was asked to do, so
20 she simply didn't consider it.

21 Q. What is your comment in terms of not considering
22 the costs, whether it be --

23 A. I have two comments. Number one, for her client
24 and for her intended use, that may be, indeed, what she
25 was asked to do and what she provided. If it were to --

R. Geiger - Direct

1 if you're to go outside the scope of what she did, for a
2 layperson or for the world to look at it, it would tend
3 to be misleading because there's been no consideration,
4 not only of the cost to do it, but of the time to do it.
5 You don't just rent up this amount of space to individual
6 users in a day or two days or a week or a month.

7 If you're going to parcel out 1,000, 2,000,
8 3,000, whatever you want to chop it into, square foot
9 sizes, you're going to need multiple tenants and to
10 achieve full occupancy you're going to need a long time.

11 So, you know, it's -- it's -- you know, the best
12 analogy or metaphor I can give you is it's like saying to
13 me, you know, "Mr. Geiger, appraise my house as if it
14 were a gas station." Well, you know, it's not a gas
15 station, no consideration of whether it can be a gas
16 station, you know, no consideration of what it will cost
17 to change it into a gas station, et cetera. So, those
18 things are all lacking and that may well be fine for what
19 she was asked to do. All my point in the review is
20 simply that it cannot be relied on by the Pocono Mountain
21 School District.

22 **Q.** Thank you. Then did you prepare a report for
23 today?

24 **MS. SCHURDAK:** I'll have that marked as
25 SD-5.

R. Geiger - Cross

1 (9/1/09 Letter to Raymond C. Geiger Real
2 **Estate to Attorney Schurdak** was marked for identification
3 by Ms. Schurdak as **School District Exhibit No. 5.**)

4 **MS. SCHURDAK:** Here's a copy of the report.

5 A. Six pages? Yes, it is.

6 **MS. SCHURDAK:** Then I would move for SD-5
7 into evidence.

8 **MR. ANDERS:** No objection.

9 **MS. SCHURDAK:** And with that I have no
10 further questions for Mr. Geiger.

11 **MR. LITTS:** Cross examine?

12 **MR. ANDERS:** Yes.

13 - - -

14 **CROSS EXAMINATION BY MR. ANDERS:**

15 **Q.** I'm not clear. What was the limited purpose of
16 your engagement?

17 A. The limited purpose of my engagement was to
18 review the report to determine, number one, is it
19 complete in terms of USPAP standards, does it include
20 any -- number two, is it -- let me just look in here.
21 It's found on Page 2. Is it -- were the appropriate
22 appraisal methods and techniques used to develop the
23 reasoning -- reasons -- were the appropriate methods and
24 techniques used and then, thirdly, probably the most
25 important, was to form an opinion as to whether the

R. Geiger - Cross

1 report under review should be relied upon by the Pocono
2 Mountain School District.

3 Q. You reached the opinion that it should not be
4 relied upon by the Pocono Mountain School District
5 appraisal because it was a restricted appraisal,
6 restricted use?

7 A. That's the first reason, yes.

8 Q. Well --

9 A. I --

10 Q. Do you have any information that anybody from the
11 charter school asked the school district to rely on them?

12 A. No, no. Absolutely not.

13 Q. How are you being compensated for your services?

14 A. I'm being paid.

15 Q. By whom?

16 A. Pocono Mountain School District.

17 Q. Who approved your engagement? The school
18 district --

19 A. I received --

20 Q. -- or --

21 A. I received an e-mail from Ms. Schurdak indicating
22 that the school district had approved my contract.

23 Q. Was it the Board of Directors of the school
24 district?

25 A. I cannot say with certainty.

R. Geiger - Cross

1 Q. You identify in your report that your clients are
2 Ms. Schurdak and the Board of Directors of the Pocono
3 Mountain School District, correct?

4 A. Yes.

5 Q. That was your understanding at the time you
6 prepared this report?

7 A. Yes.

8 Q. You indicate in your report that I guess because
9 the school board is your client, that the school board
10 will be relying on your report, correct?

11 A. Correct.

12 Q. You also indicate that the representatives of
13 Pocono Mountain Charter School will be relying on your
14 report. That's not true, is it?

15 A. I should have chosen a better verb than rely,
16 yes. That is not true.

17 Q. Because if they were going to be relying on it,
18 that would put them, the charter school, in the same
19 position as the school district, that they would be your
20 client, right?

21 A. No, that's not true. They can elect to rely on
22 it as they see fit. I mean, that -- that -- I think
23 that's the point of my statement, that, you know, this
24 entire body, as far as I'm concerned, the world can rely
25 on what I've said.

R. Geiger - Cross

1 Q. Now, I'm going to go through your analysis, I
2 believe, which are Pages 4 and 5.

3 A. Yes.

4 Q. Okay. The first analysis is based upon the
5 preamble of USPAP, correct?

6 A. Correct.

7 Q. It's not based upon any of the standards or any
8 of the standard rules, correct?

9 A. Correct.

10 Q. Would you agree with me that a preamble is simply
11 an introductory statement in a document expressing its
12 basis and objectives?

13 A. In your limited question, yes, I'd agree with
14 you.

15 Q. Isn't it true that the preamble is not part of
16 the criteria or requirements of USPAP? It just sets
17 forth what USPAP's about.

18 A. That is not my understanding. It is my
19 understanding that many an appraiser in the Commonwealth
20 has been hung up by the preamble and prosecuted by the
21 regulatory body that governs them, mainly the Board of
22 Certified Appraisers, so I take issue.

23 Q. Okay. Did you contact Miss Spitzfaden as part of
24 your appraisal --

25 A. No.

R. Geiger - Cross

1 Q. -- to determine whether any of her statements
2 concerning the scope of her assignment or what she was
3 asked to do were correct?

4 A. No. I assumed they were.

5 Q. Okay. Obviously, your client was not an intended
6 user at the time that the report was prepared?

7 A. At the -- my report --

8 Q. Your client at the time the Spitzfaden report was
9 created.

10 A. Correct.

11 Q. Okay. The intended user was the school and would
12 you agree with me that lay people have a right to rely on
13 the expertise of an appraiser?

14 A. Yes.

15 Q. I mean, isn't that why lay people go to an
16 appraiser? Like in the example you gave us about someone
17 coming from your -- bringing their residential home and
18 saying, "What about if I get the zoning change?" They're
19 relying on your advice.

20 A. Yes. Are we talking about my report now or are
21 we talking about Spitzfaden?

22 Q. I'm talking about the Spitzfaden report.

23 A. The Spitzfaden report was a restricted report
24 and, therefore, there is -- there is no warranty or
25 reliance to anyone other than the client.

R. Geiger - Cross

1 Q. Right. I asked you if the representatives of the
2 charter school, as lay people, had a right to rely on the
3 Spitzfaden report.

4 A. So, you're asking me -- you're asking me do the
5 members of the charter school collectively represent
6 single users for whom it was intended.

7 Q. I'm asking you if the charter school
8 representatives, the Board of Directors of the charter
9 school, had a right, as lay people, to rely on Miss
10 Spitzfaden's report.

11 A. Yes, I believe they did.

12 Q. Okay. Other than your reading the report, do you
13 know what the intended use of the Spitzfaden report was
14 at the time it was prepared?

15 A. No. Only what I read, internal -- internal use.

16 Q. When were you initially contacted with regard to
17 your review appraisal?

18 A. July 6, 2009.

19 Q. You were not contacted about this property or any
20 appraisal of this property before May 21st, 2008,
21 correct?

22 A. Best of my knowledge, no.

23 Q. You don't have anything in your file that would
24 disagree with that?

25 A. That's correct. That's correct.

R. Geiger - Cross

1 Q. Do you know how this report got into these
2 proceedings, the Spitzfaden report?

3 MR. LITTS: Mr. Anders, technically it's --

4 MS. SCHURDAK: Not in.

5 MR. LITTS: -- not into the proceedings yet.
6 It has not been moved in.

7 Q. Do you know how the school district got
8 possession of the Spitzfaden report?

9 A. No idea.

10 Q. You weren't given any information on that?

11 A. No.

12 Q. Now, if I read the second part of your analysis,
13 the applicable portion, it's Standard Rule 2-2, correct?

14 A. Correct.

15 Q. I think you indicated to the hearing that this
16 is -- the 2-2(c), are the requirements for a restricted
17 use report?

18 A. Correct.

19 Q. Isn't it true that 2-2(c), it does not provide
20 any limitation on the detail, correct?

21 A. Oh, no. You know, to expand on that question, I
22 say here Miss Spitzfaden actually exceeded the minimum
23 requirements.

24 Q. Correct. That's not a bad thing, is it?

25 A. Never.

R. Geiger - Cross

1 Q. Okay. So, she's actually giving, in this case,
2 the Board of Directors more information than they need to
3 make a decision for whatever the intended use was.

4 A. I agree.

5 Q. Okay. Now, the next part of your analysis is --
6 has to do with the hypothetical condition that Ms.
7 Schurdak asked you about?

8 A. Correct.

9 Q. Okay. If you look at your reference on Page 5 to
10 the applicable portion of Standard Rule 2-1, you see
11 that?

12 A. Yes, I do.

13 Q. Isn't it true that that portion of your report as
14 it relates to USPAP is misleading?

15 A. I don't understand why it would be.

16 Q. Well, you have under that, Roman Numeral 10,
17 "Clearly and conspicuously state all extraordinary
18 assumptions, hypothetical conditions and state that their
19 use might have affected the assignment results." That's
20 not part of Standard Rule 2-1, is it?

21 A. I believe it is. It's -- further down the line
22 you'll see there's a jump in the numbering of the lines,
23 but I believe it is.

24 Q. I'm going to show you the USPAP --

25 MS. SCHURDAK: What are you showing him,

R. Geiger - Cross

1 this page?

2 **MR. ANDERS:** I'm showing him the standard,
3 just the standard rule.

4 **MR. LITTS:** Do we have an edition?

5 **MS. SCHURDAK:** Yeah.

6 **THE WITNESS:** Yeah. Is it the correct year?

7 **MS. SCHURDAK:** It's an edition effective
8 July 1, '06.

9 **MR. ANDERS:** I'm going to ask about the
10 edition.

11 **MS. SCHURDAK:** Okay.

12 **Q.** First of all, before we get to that, is this the
13 edition effective July 1st, 2006?

14 **A.** Yes, it is.

15 **Q.** That's, in fact, the edition that you used to
16 review the Spitzfaden report, correct?

17 **A.** That's correct.

18 **Q.** Okay. Now I'm going to show you Standard Rule
19 2-1 and see if you can find for me a subparagraph of that
20 rule with a Roman Numeral 10.

21 **A.** Okay. I probably have it. No, I cannot.

22 **Q.** Okay. In fact, sir, isn't it true that that
23 language comes from Standard Rule 2-2(c)?

24 **A.** 2-2 --

25 **Q.** The language in your report.

R. Geiger - Cross

1 A. 2-2(a) --

2 Q. I think if you go to Roman Numeral No. 10, under
3 Standard Rule 2-2(c), you'll find that language.

4 A. I'm not certain I want to agree with that yet.
5 It's actually (a), sir. Follow along, (a) there, and
6 then you come down here and you catch it right there.

7 Q. Right.

8 A. So, it's before -- it's (b), (c). What we have
9 here is attached to (a), so you should be asking me (a).
10 Isn't it true --

11 Q. No. I'm not asking you about (a), I'm asking
12 you -- my question was --

13 A. No. The answer to your question is no, it's not
14 (c).

15 Q. It's not under Standards Rule 2.1?

16 A. Correct. It is not. I agree that I have errored
17 in identifying what number it comes from.

18 Q. So, that's a mistake?

19 A. Yes.

20 Q. A reader reading that would be mislead because
21 it's a mistake. I'm not saying it's intentional.

22 A. You know, yes -- yes and no, because the line
23 number's identified, so the reader would have to go to
24 Line 781.

25 Q. How would a reader just reading the report

R. Geiger - Cross

1 without the version of USPAP that I just showed you know
2 that it was in a different section or different Standard
3 Rule?

4 A. If you want to hang me out to dry on that, that's
5 fine.

6 Q. No, I'm not. I'm just asking you if a reader
7 could be misled by that.

8 A. I doubt it.

9 MR. LITTS: Mr. Anders, you made your point
10 on that so let's move on.

11 Q. Now, in that portion of your report, I think it's
12 the second paragraph, you indicate that the hypothetical
13 condition associated with the report is not conspicuously
14 set forth on the first page.

15 A. That's correct.

16 Q. There's nothing in USPAP Standard Rules that
17 require it to be set forth on the first page, it just has
18 to be conspicuously set forth, correct?

19 A. That's correct.

20 Q. There's nothing in USPAP that requires it be set
21 forth in the -- it's the next thing you have here, the
22 transmittal letter?

23 A. Correct.

24 Q. So, it's just a question -- if your opinion
25 differs from Miss Spitzfaden, where it should be set

R. Geiger - Cross

1 forth.

2 A. Well, excepting that as a reviewer my attempt is
3 to review in the context of what other appraisers in
4 general across the board would do and how they would
5 react, and I believe that my opinion is in line with the
6 majority of appraisers who would believe that that is not
7 conspicuous.

8 Q. But Miss Spitzfaden's opinion could differ?

9 A. It could.

10 Q. You would agree with me, since the Board of
11 Directors requested this hypothetical condition be
12 applied, they were aware of its use in the report?

13 A. I assume -- I have so assumed, yes.

14 Q. And that fact -- your first paragraph of that
15 portion of your report indicates that it was requested,
16 correct?

17 A. Say that -- could you repeat that one more time?

18 Q. Well, you say in the first paragraph under that
19 section of your report, "The appraiser has been requested
20 to develop an opinion of square foot market rent for the
21 subject property based upon the hypothetical condition."

22 A. Correct. I indicate that that's on Page 5 of her
23 report, yes.

24 Q. That was language taken directly from the
25 Spitzfaden report, correct?

R. Geiger - Cross

1 A. Correct.

2 Q. Now, since the only intended user of this report
3 was the Board of Directors, they would be aware of a
4 hypothetical condition, correct?

5 A. Presumably, yes.

6 Q. So, your comment here, or your analysis here,
7 would be more appropriate for one of the other two types
8 of reports that are covered by Standard Rule 2-2?

9 A. You are correct, sir.

10 Q. Now, in that same paragraph, we're talking about
11 the first page, the last sentence says, "until this point
12 in the appraisal report, the reader knows nothing about
13 this condition." Well, if the only intended user is the
14 school district or this board of directors, they would
15 know that before they got to the first -- second page,
16 correct?

17 A. You are correct.

18 Q. Is there some reason that you've used reader
19 throughout your analysis in these paragraphs?

20 A. No particular reason except it seemed to be a
21 good noun.

22 Q. Would a better noun have been intended user?

23 A. Yes and no. I mean, I could have said it both
24 ways.

25 Q. Now, again, you use that in the third paragraph.

R. Geiger - Cross

1 You use reader and say "except that there's no warning
2 for the reader that the resulting opinion does not
3 consider the cost associated with a conversion to office
4 space."

5 Again, if this board of school directors were
6 aware of the condition of the property and it was going
7 to be converted into office space, they would know and
8 they wouldn't need a warning, correct?

9 A. Yeah, but let me -- I -- I need an opportunity to
10 explain why I used --

11 **MR. LITTS:** Just answer the question.

12 A. Why I used reader. And --

13 **Q.** Sir, I just asked you a question.

14 **MR. LITTS:** Let him provide the answer.

15 Again, you want to be clear so the board understands any
16 concerns you have with this report, I want to develop a
17 full record, so I want to have the witness have an
18 opportunity to respond. You may respond.

19 A. A restricted report is supposed to be for a
20 single or a sole user. In the context we have here, and
21 we very often have, we actually have a collective sole
22 user in the Board of Directors. I don't know whether
23 there's two board of directors, I don't know whether
24 there's fifty board of directors, I don't know whether
25 they all were subject and privy to the scope of work and

R. Geiger - Cross

1 to the assignment and to the knowledge that there was a
2 hypothetical condition.

3 Therefore, I used the word reader to connote the
4 fact that it would be anybody that would be picking up
5 this report. It may have been the 14th member of the
6 Board of Directors. Earlier he asked me might it have
7 been applicable to a member of the charter school, not a
8 member of the Board of Directors, and I answered yes
9 because I view the intended user as the collective, and
10 the collective is the single user, yet within the
11 collective there may be many people that were unaware of
12 the hypothetical condition.

13 Q. Do you know how many members are on The Board of
14 Directors?

15 A. No clue.

16 Q. And you don't know how many members of the Board
17 of Directors were involved in making the decision to have
18 this hypothetical condition, this hypothetical appraisal
19 done, correct?

20 A. Of course. Of course not, yes, no. I don't
21 know. Yes? No? I don't know.

22 Q. You don't know whether this appraisal was going
23 to be used by the membership of the charter school, if
24 there is a membership of the charter school?

25 A. Yeah, correct. I do not know.

R. Geiger - Redirect

1 **Q.** A layperson would not be aware if there was a
2 mistake in this appraisal about the fair market rent. A
3 layperson wouldn't be aware of that, correct?

4 **MS. SCHURDAK:** Point of clarification.
5 Which appraisal are we talking about?

6 **MR. ANDERS:** He didn't do an appraisal.

7 **MS. SCHURDAK:** I just want to be clear which
8 report.

9 **MR. LITTS:** Mr. Anders used the term
10 appraisal in his cross examination and I'm assuming for
11 purposes of those questions, Mr. Anders, correct me if I'm
12 wrong, you're referring to the appraisal prepared by
13 Ms. Spitzfaden?

14 **MR. ANDERS:** Correct.

15 **Q.** You didn't perform an appraisal?

16 **A.** No.

17 **Q.** You performed a review appraisal?

18 **A.** Correct.

19 **Q.** And there's a difference between a review
20 appraisal and an appraisal?

21 **A.** Absolutely.

22 **Q.** So, you understand when I'm saying appraisal I'm
23 not referring to your report, I'm referring to the
24 Spitzfaden report?

25 **MR. LITTS:** Yeah. You cleared it up. Come

R. Geiger - Redirect

1 on.

2 Q. So, if the board requested this appraisal, got
3 the appraisal, the lay people would not have any idea if
4 there was a mistake in establishing the fair market rent.

5 A. I don't know.

6 Q. You don't know.

7 A. I don't know whether they would or wouldn't.

8 Q. The report did comply in your report with -- in
9 your opinion, it was complete by USPAP standards,
10 correct?

11 A. I believe it was, yes.

12 MR. ANDERS: That's all I have.

13 MR. LITTS: Redirect?

14 MS. SCHURDAK: A few questions.

15 - - -

16 **REDIRECT EXAMINATION BY MS. SCHURDAK:**

17 Q. Mr. Anders was asking you a lot of questions
18 about the intended user of the Miss Spitzfaden report.
19 Actually, there were two intended users, weren't there?
20 Do you have the report?

21 A. I do not have the report. Let me just see if I
22 indicated it somewhere.

23 Q. I can give you a copy of the report.

24 A. I think it -- I think it's -- the intended user
25 of this report is Board of Directors of the Shawnee

R. Geiger - Redirect

1 Tabernacle Church.

2 Q. Okay.

3 A. Is that two?

4 MR. ANDERS: Where are we looking at,
5 please?

6 THE WITNESS: We're looking on Page 3, one,
7 two, three, fourth paragraph.

8 Q. Of the appraisal.

9 A. Of the appraisal of Miss Spitzfaden.

10 Q. And how does that --

11 MR. ANDERS: Fourth paragraph?

12 A. Fourth paragraph, highlighted. The beginning it
13 says, "The intended use and user of the report."

14 Q. Shawnee Tabernacle Church.

15 MR. ANDERS: That's not what it says.

16 A. It says Board of Directors of the Shawnee
17 Tabernacle Church.

18 Q. What does it say on the cover sheet?

19 A. And by cover sheet --

20 Q. I'm sorry. The -- what I call the cover sheet.

21 A. Okay.

22 Q. Yeah.

23 A. Yeah.

24 Q. I apologize.

25 A. It says it's prepared for Board of Directors,

R. Geiger - Redirect

1 Shawnee Tabernacle School.

2 Q. Two different entities.

3 A. I've got to be honest with you. I assumed they
4 were the same. So, I -- I assumed -- if you take that
5 into account --

6 Q. Okay. I'm going to represent to you that they
7 are not the same.

8 MR. LITTS: Hold up. The document speaks
9 for itself. It's not into evidence and I'm not going to
10 allow any more questioning on a document that isn't into
11 evidence if this is the way it's going to go. So, I think
12 the document speaks for itself. If someone wants to put
13 the document into evidence, let's put it into evidence,
14 because I'm sick and tired of trying to figure out what
15 the cross and what the direct is on this thing. So,
16 either -- let's keep it moving here, folks.

17 We're talking about a piece that isn't
18 anything into evidence here. So, we have his report, he's
19 answered the question, it appears to be a typographical
20 error, which he references, but the document hasn't been
21 provided. Do you have any other questions?

22 MS. SCHURDAK: I do.

23 MR. LITTS: Okay. Continue.

24 Q. Would you typically contact the author of the
25 appraisal report that you're reviewing?

R. Geiger - Redirect

1 A. That would be defined by the scope of work, so,
2 you know, it may or may not be done. There's no typical
3 answer.

4 Q. Okay. Anything that requires you to contact the
5 author?

6 A. No.

7 Q. Mr. Anders was asking you some questions
8 regarding the preamble to USPAP and you were cut off at
9 one point. And I'm not sure if you had an opportunity to
10 explain your understanding of the preamble and what it
11 means to you as an appraiser.

12 A. As I recall, Mr. Anders' question about the
13 preamble was -- the question seemed to insinuate that an
14 appraiser could not be held to the items listed in the
15 preamble, and I believe I responded to the question by
16 saying that I am very much aware of appraisers who have
17 been before disciplinary action before the Pennsylvania
18 Board of Real Estate Appraisers, Certified Real Estate
19 Appraisers --

20 MR. ANDERS: Objection. There's no
21 foundation for that.

22 MR. LITTS: Overruled.

23 A. And have been hung out to dry on the very
24 sentence in the preamble that I've underlined on my Page
25 4.

R. Geiger - Redirect

1 Q. Follow-up question since Mr. Anders made an
2 objection. You said something to the fact you're very
3 much aware. How are you aware?

4 A. I'm a member of an organization called the
5 Pennsylvania Appraiser's Council who monitors the
6 activities of the Pennsylvania Board of Certified --

7 MR. ANDERS: Continuing objection because
8 there's still no foundation.

9 MR. LITTS: Overruled.

10 Q. Go ahead.

11 A. I'm actually a founding member and what we are
12 is, we're kind of an appraiser oversight of what goes on
13 out there. We send a member to every meeting and do a
14 report on a monthly basis of all of the cases. So, I
15 have read many times that appraisers have been
16 disciplined for providing appraisals in a misleading
17 manner.

18 Q. You said many times. How many times?

19 A. Well, there's always -- there's always like two
20 to four cases a month that go through and some of them
21 are settled and some of them aren't, but, you know, it's
22 a regular occurrence, at least 50 percent on the time.

23 Q. So, that's what you're basing your opinion on?

24 A. Yes.

25 MS. SCHURDAK: I have no further questions.

1 **MR. LITTS:** Recross?

2 **MR. ANDERS:** No.

3 **MR. LITTS:** Any reason why this witness
4 shouldn't be excused?

5 **MS. SCHURDAK:** I don't believe there's any
6 reason.

7 **MR. LITTS:** Okay. Thank you, sir. And any
8 objection to School District 5 into evidence?

9 **MR. ANDERS:** Before this witness leaves,
10 because it seems to be a big issue, I move in the
11 Spitzfaden report.

12 **MS. SCHURDAK:** I have no objection.

13 **MR. LITTS:** All right. Why don't we mark
14 that as School District 6?

15 **MS. SCHURDAK:** It's not the school district.

16 **MR. ANDERS:** Well, I'm -- it doesn't matter.

17 **MR. LITTS:** Well --

18 **MS. SCHURDAK:** It does matter. I beg to
19 differ.

20 **MR. LITTS:** Joint 12.

21 **MR. ANDERS:** Thank you.

22 **MS. SCHURDAK:** It's not my exhibit.

23 **MR. ANDERS:** Her witness used it.

24 **MR. LITTS:** I'm going mark it as Joint 12.
25 You've both referenced it for purposes of the board and I

1 understand the context of all your wonderful questions.
2 It may be helpful for some of these folks, including me
3 who has to work with these, to be able to at least review
4 that document. And, again, we'll give it what weight the
5 board finds is appropriate. So, I'm going to mark that as
6 Joint Exhibit 12, if someone could give me a copy, and I'm
7 moving in evidence School District 5.

8 (Report Dated 10/19/2007 of Kathleen
9 Spitzfaden of NEPA Appraisal Services was marked for
10 identification by Mr. Litts as **Joint Exhibit No. 12.**)

11 MR. ANDERS: I'll give you a copy.

12 MS. SCHURDAK: And you have SD-5 already?

13 MR. LITTS: Yes.

14 MS. SCHURDAK: The two copies --

15 MR. LITTS: Yes.

16 MS. SCHURDAK: -- that are hole punched?

17 MR. LITTS: Yes. You have SD-5?

18 MS. SCHURDAK: Is that an extra one?

19 MR. LITTS: Yep.

20 MS. SCHURDAK: Okay.

21 MR. LITTS: Prepared to call your next
22 witness?

23 MS. SCHURDAK: Yes. I just want to -- I'm
24 sorry. I just want to make a note. J 12, is that what it
25 is?

1 **MR. LITTS:** Yes. This is the undated
2 letter, but it's the report by Kathleen Spitzfaden. At
3 least the cover page isn't dated.

4 **MR. FENNICK:** I think there is a date
5 somewhere.

6 **MR. ANDERS:** Yeah, there is. If you look on
7 the first or second page of the report itself.

8 **MR. LITTS:** The date of the report is
9 reflected on Page 3, October 19th, 2007.

10 **MS. SCHURDAK:** Before we call the next
11 witness, I know we discussed off the record regarding
12 confidentiality and I know there is already into evidence
13 a stipulation, but I am concerned before I call Miss
14 Sotack to the stand about some of the exhibits that I
15 don't have redactions in them.

16 **MR. LITTS:** All right. Just so we're on the
17 record, looking at both counsel, in order for both the
18 charter school and the school district to comply with its
19 obligations of the Family Education Right to Privacy Act
20 and its implemented regulations, we're trying to preserve
21 the confidentiality of the identification of students that
22 may be referred to in testimony. Therefore, I think the
23 agreement that we have reached is, obviously, counsel have
24 to know the identify [sic] of the students so that they
25 will have unredacted copies of exhibits for that purpose

1 and they will otherwise protect the confidentiality of the
2 identification of students with regards to their
3 interactions with third parties outside of these
4 proceedings.

5 For purposes of testimony, I'm going to hope
6 that witnesses can make a reasonable effort to simply try
7 to refer to students by their initials. So, for example,
8 if a student's name is Mary Smith, refer to Mary S or even
9 more preferable, MS. And I realize there's going to be
10 some difficulty with that.

11 Once any exhibits are presented by either
12 party for purposes of the record that refer to a student,
13 I will redact those identifiers for the students and I
14 will be working with counsel to make sure we've -- you
15 know, to the extent we need to refer to exhibits, how
16 we're going to jointly refer to those people and make sure
17 we're all on the same page, what exhibits are numbered, so
18 there's no confusion as to -- if you're working off an
19 unredacted copy and I'm working off a redacted copy,
20 there's the suggestion that we're not using the same exact
21 exhibit that one side presented into evidence or something
22 along those lines. Is that clear? Is that okay?

23 **MS. SCHURDAK:** Yes. I know Miss Sotack is
24 here with counsel as well.

25 **MR. LITTS:** Is there any other concern, Mr.

1 Fennick?

2 **MR. FENNICK:** Mr. Litts, I would just
3 indicate that we have agreed that referring to students by
4 initials is some protection --

5 **MR. LITTS:** Yes.

6 **MR. FENNICK:** -- for the students. The
7 charter school does not agree, however, that simply doing
8 that protects the rights of these students under FERPA.
9 It will help.

10 **MR. LITTS:** Yeah.

11 **MR. FENNICK:** But it doesn't necessarily
12 mean that their rights are protected.

13 **MR. LITTS:** Well, the -- what is the concern
14 that the charter school has?

15 **MR. FENNICK:** That through the testimony,
16 either by Miss Sotack or any witness, that people from
17 their knowledge of the community and from their knowledge
18 of families may know who these students are.

19 **MR. LITTS:** And that I can't help. You
20 know, that happens with every school student to the extent
21 parents talk about the educational services their child
22 proceeds [sic]. To the extent that a concern is raised
23 because of the fact that this is a public hearing and
24 members of the public have the opportunity to view this
25 and the media is here, you know, that's going be an issue

D. Sotack - Direct

1 we're going have to simply wrestle through. By law, this
2 has to be a public hearing.

3 Now, if counsel has some ideas outside of
4 these proceedings once we get to that point, I'll be happy
5 to talk to those parties and try wrestle through those
6 issues, but as I understand it, we have to have a public
7 hearing here.

8 Second, with regards to the media, it's my
9 understanding that folks from the school district
10 administration that typically deal with the media, we do
11 have an understanding with the media they won't be using
12 students names or families names in any reporting that
13 they do. So, I think that's one effort to address that.

14 But, Mr. Fennick, we can revisit that issue.
15 My understanding now is this witness is from the
16 Department of Education. Correct, Ms. Schurdak?

17 **MS. SCHURDAK:** That's correct. And I
18 believe counsel had also agreed at the school district's
19 suggestion that when referring -- you know, if there are
20 any surnames for parents or anything, again, we use a code
21 so that the students anonymity is further protected.

22 **MR. LITTS:** Yeah. So, we're going to try to
23 do everything we feasibly can within the confines of the
24 law to try to protect student confidentiality. The other
25 thing I would remind counsel is you can go a long way to

D. Sotack - Direct

1 protecting students' confidentiality in the way you
2 present the case. I'm not trying to string anyone up as
3 far as, hey, "I can't present certain evidence," but the
4 way you elect to present testimony and prepare your
5 witnesses and the exhibits are just as important as
6 anything I can do. So, I think we can all work
7 cooperative on that issue and try to limit, you know, any,
8 quote, leakage of otherwise private information to comply
9 with the spirit of FERPA and requirements of the charter
10 school.

11 So, with that, you have your next witness
12 Ms. Schurdak?

13 **MS. SCHURDAK:** Yes. Miss Sotack.

14 - - -

15 DEBORAH D. SOTACK, being duly **affirmed**, was examined and
16 testified as follows:

17 **DIRECT EXAMINATION BY MS. SCHURDAK:**

18 **Q.** Good afternoon, Miss Sotack.

19 **A.** Good afternoon.

20 **Q.** Can you tell the hearing officer where it is that
21 you work?

22 **A.** I'm sorry, I didn't hear your question.

23 **Q.** I'm sorry. Where is it that you work?

24 **A.** Where is it that I work? I work for the Bureau
25 of Special Education.

D. Sotack - Direct

1 **MR. LITTS:** Is that with the Pennsylvania
2 Department of Education?

3 **Q.** That's with the Department of Education?

4 **A.** That's correct.

5 **Q.** What office are you physically associated with?

6 **A.** I'm not sure I understand.

7 **Q.** Harrisburg or --

8 **A.** No. I'm regionally based.

9 **Q.** Okay. Can you give your business address?

10 **A.** My business address is 333 Market Street, 7th
11 Floor, Harrisburg, 17126.

12 **Q.** What is your job title?

13 **A.** Special Education Advisor.

14 **Q.** How long have you held that job title?

15 **A.** Since January of 2002. Almost eight years.

16 **Q.** What is your understanding of what your job
17 duties are?

18 **A.** Well, I have several. Two of them that relate, I
19 suppose, to the district and the charter school, have to
20 do with monitoring charter school and school district
21 activities and responding to complaints about the
22 limitation of special education regulations.

23 **Q.** As part of your job, do you perform what I call
24 cyclical reviews?

25 **A.** They're called cyclical monitorings. Yes, I do.

D. Sotack - Direct

1 Q. Cyclical monitorings. What are those?

2 A. The Department of Education has the obligation to
3 supervise special education, implementation of special
4 education regulations in all the local education
5 agencies. We call them LEAs for short. That includes
6 school districts and charter schools in the state and the
7 way we do that is on a rotating basis. Once every six
8 years we visit every LEA that's in the state and conduct
9 the cyclical monitoring process.

10 Q. So, that's for public school districts and
11 charter schools?

12 A. They're all public schools.

13 Q. Okay.

14 A. We have school districts and we have charter
15 schools.

16 Q. Can you explain what is involved in the actual
17 review, what you do --

18 A. Yeah.

19 Q. -- when you go on site?

20 A. Yeah. It's almost a three year process. It
21 begins in the summer with the training for the LEA that
22 is undergoing this process and once they finish the
23 training they go back to their school -- their school and
24 with a team conduct something called a facilitated
25 self-assessment where they collect data and respond to

D. Sotack - Direct

1 guiding questions and present that in the form of this
2 completed facilitated self -- self-assessment.

3 At some point in the ensuing year, whenever
4 they're scheduled, I come out with a team of peer
5 reviewers and we do verification activities and file
6 reviews and conduct interviews to complete the monitoring
7 process. There's a report issued, a written report, and
8 then there's -- usually -- a need for corrective action
9 and improvement planning and we spend the next year
10 completing those activities.

11 Q. When you go out with the team of peers to do a
12 review, are you reviewing individual student records,
13 first of all?

14 A. We do. We end up with a -- the LEA conducts file
15 reviews of far more students than I do, but at the end we
16 distill it down to a random sample of 10 students,
17 generally.

18 Q. Do you let the LEA know which 10 files to pull in
19 advance --

20 A. Um-hum.

21 Q. -- so they're waiting for you and your team --

22 A. Ten days in advance, that's correct.

23 Q. And in terms of when you and the team members are
24 reviewing these individual records, is it what I call a
25 substantive review or procedural review?

D. Sotack - Direct

1 A. It's procedural.

2 Q. Can you tell me what your understanding is of the
3 difference between the two?

4 A. Yeah. My understanding is that the federal
5 Special Education Regulation's IDEA allows procedural
6 review of compliance activities in the cyclical
7 monitoring. So, that would include implementation of
8 IEPs, it would include completion of time lines, and it
9 would include following procedural steps that are laid
10 out.

11 Q. As opposed -- I'll give you an example. If I'm
12 looking at an IEP to see if I'm meeting it, does that
13 meet the goals for the stated problem, be more
14 substantive?

15 A. I'm not sure I understand your question.

16 Q. The content. You're not looking at the content
17 of the IEP.

18 A. Well, there's certain aspects of content that
19 have to be in a completed IEP. So, in that sense, yes, I
20 am looking at content. Am I evaluating content --

21 Q. Are you evaluating content?

22 A. -- for appropriateness, no. I don't have that
23 authority.

24 Q. Okay. The process that you just described, is
25 that different from a fact finding?

D. Sotack - Direct

1 **MR. FENNICK:** I object to the question as
2 being unclear.

3 **MR. LITTS:** Could you rephrase the question?

4 **Q.** You just described the process when you're doing
5 a review process.

6 **A.** Compliance monitoring is what it's called.

7 **Q.** Compliance monitoring. Okay. Is there something
8 that you engage in often called a fact finding?

9 **A.** We do do fact finding. I don't know that it
10 happens often. It's sort of separate from the monitoring
11 process.

12 **Q.** What is fact finding?

13 **A.** Well, for example, if I'm called to do a
14 complaint, investigate a complaint, I would have to do
15 some fact finding before I knew what the issues were.
16 So, if there were a question raised about a school's
17 process, I would have to do some fact finding before I
18 decided that there was something that needed to be
19 reviewed further.

20 **Q.** If someone sent to you a complaint saying, "Look,
21 I believe the -- the LEA --"

22 **A.** Um-hum.

23 **Q.** "-- isn't providing the appropriate level of
24 services."

25 **A.** Um-hum.

D. Sotack - Cross

1 Q. Is that something that you would get involved in?

2 A. No. I don't have the authority to deal with
3 anything in terms of appropriateness.

4 Q. So, again, your scope is really limited to
5 processes?

6 A. Procedural.

7 Q. And making sure they're adhered to by each and
8 every LEA?

9 MR. FENNICK: Objection. Asked and answered
10 and leading.

11 MR. LITTS: I'm going overrule it, but,
12 again, let's see if we can move along.

13 MS. SCHURDAK: I'm just trying to move
14 along.

15 MR. LITTS: And just so I'm clear, when
16 we're talking about fact finding, you're referring to,
17 like, the CIRs that you would have to do?

18 A. Well, that's a formal complaint process.

19 MR. LITTS: But that's one type of fact
20 finding?

21 A. Well, I might do fact finding in the course of --

22 MR. LITTS: Okay.

23 A. -- doing that, you know.

24 MR. LITTS: Okay. But there may be other --

25 A. There might be other instances.

D. Sotack - Cross

1 **MR. LITTS: All right.**

2 A. It is lesser.

3 **MR. LITTS: Okay.**

4 **MS. SCHURDAK: I'm sorry. If I could have**
5 the indulgence --

6 **MR. LITTS: Sure.**

7 **MS. SCHURDAK: Thank you.**

8 (Off the record.)

9 **MS. SCHURDAK: I have no further questions.**

10 - - -

11 **CROSS EXAMINATION BY MR. FENNICK:**

12 **Q.** Miss Sotack, my name is Daniel Fennick. I'm one
13 of the lawyers for the charter school.

14 A. Hi. It's nice to meet you.

15 **Q.** I have a few questions about your job. What kind
16 of training have you received as a Special Education
17 Advisor?

18 A. Well, I have a Master's Degree in Special
19 Education, first of all, and then when I was hired, we
20 undergo nearly non-stop training in compliance issues as
21 well as a vast array of other special education
22 activities.

23 **Q.** Were you ever a special education teacher?

24 A. I have been, yeah.

25 **Q.** How many years experience do you have in the

D. Sotack - Cross

1 special education field other than working for PDE?

2 A. Well, let's see. I received my degree in 1976;
3 subtract eight years.

4 Q. Okay. So, I don't know. At least 25 years?

5 A. Yeah.

6 Q. Is that right?

7 A. A long time.

8 Q. You told us you were a teacher. What else have
9 you done in the special education field?

10 A. I've worked in vocational rehab facilities.

11 Q. Okay. Anything else?

12 MS. SCHURDAK: I would just object to it
13 being outside the scope.

14 MR. LITTS: Well, let's let it go.

15 A. Um-hum.

16 Q. Have you done anything besides the teaching, work
17 for PDE, and work at the vocational rehab facility?

18 A. No.

19 Q. Now, do you consider yourself very familiar with
20 the state special education regulations?

21 A. Yeah.

22 Q. Okay. Do you also determine whether districts
23 are complying with federal regulations?

24 A. That's part of my job, yes.

25 Q. Okay. Does that include 504 as well as the IDEA?

D. Sotack - Cross

1 A. I'm charged with determining compliance with
2 Chapter 14, which is Pennsylvania implementing regs for
3 504. If it were beyond that scope, I would send it to
4 the Federal Office of Civil Rights who are a party to
5 that.

6 Q. Maybe I misunderstood you. Are you saying that
7 Chapter 14 does not cover the same ground as the IDEA?

8 A. Well, there's a difference of opinion about that
9 and I'm not qualified to assess it. Chapter 14 addresses
10 special education and Pennsylvania Chapter 15 responds to
11 chapter -- Section 504.

12 Q. Right. And I think you said them backwards.
13 That's why --

14 A. Oh. I'm sorry if I did.

15 Q. But you're looking at IEP compliance, correct?

16 A. Yes, exactly.

17 Q. Now, with regard to this issue of procedural
18 versus substantive --

19 A. Um-hum.

20 Q. -- violations, if a complaint is that an IEP
21 contained a provision for services, let's say, speech
22 therapy a few hours a week, if the complaint was that the
23 student was not getting that speech therapy, that would
24 be within your purview, correct?

25 A. Exactly.

D. Sotack - Cross

1 Q. You would ask the school district to produce
2 records showing that the child had been to speech
3 therapy, correct?

4 A. That's right.

5 Q. Given that you have a lot of years in special
6 education, if you were reviewing a file and saw that you
7 thought the IEP did not require the correct level of
8 services for a student, would you make a comment about
9 it?

10 A. I may have a conversation with the school about
11 it. I have no authority because the IEP team makes that
12 determination. I can't make, as an outsider, a
13 determination about whether a service is appropriate or
14 not. That is reserved by IDEA or the IEP team or the
15 hearing officer of the IEP team that's in dispute about
16 appropriateness.

17 Q. And I know --

18 A. I can certainly have opinions.

19 Q. Okay. And I know your lawyer's here and you
20 don't want to say anything beyond your scope, but I'm
21 just asking, if you saw there was something wrong, would
22 you say to the school, "You know, you ought to look at
23 this," or "I have a little concern about this. It's not
24 really within my purview, but would you please take a
25 look at it?"

D. Sotack - Cross

1 A. I have done that, yeah.

2 Q. Now, you just mentioned that that's really within
3 scope of the IEP team.

4 A. Um-hum.

5 Q. Am I correct that the IEP team is made up of a
6 number of individuals?

7 A. Um-hum.

8 Q. That would typically include parents of the
9 student?

10 A. Um-hum.

11 Q. Correct? You need say yes or no.

12 A. Yes. I'm sorry.

13 Q. It could include the student, depending on the
14 student's age, correct?

15 A. Yes, it could.

16 Q. It would include teachers, both regular and
17 special education teachers?

18 A. They are required members of the team, yes.

19 Q. Right. And certified school psychologists might
20 be a member of the team, correct?

21 A. Might be, yes.

22 MR. LITTS: We don't need a precursor in IEP
23 team composition.

24 MR. FENNICK: Well, perhaps your board does.

25 MR. LITTS: And I will provide them the

D. Sotack - Cross

1 regulations if that proves to be necessary, so...

2 Q. And am I correct that the law requires that a
3 decision about an appropriate special education program
4 and placement must be made by this group of people?

5 A. That's correct.

6 MS. SCHURDAK: I'm going to object in terms
7 of her scope because I think she's been consistently
8 saying "I only deal with processes." So, I'm not sure
9 it's within her scope of knowledge.

10 MR. FENNICK: Her -- well --

11 MR. LITTS: Like I said, Dan, I want to give
12 you a little bit of a leash here, but I don't want to have
13 a whole preview of Special Ed 101 here for folks. If that
14 becomes to be significant, you know....

15 MR. FENNICK: Well, it is very -- it is
16 significant.

17 MR. LITTS: I know you're well versed in the
18 law and you could address that at the appropriate time,
19 but this witness did not testify about IEP team
20 composition, how IEP teams are constructed on direct,
21 so...

22 MR. FENNICK: Well, here's my conundrum. I
23 am faced with a situation where I believe the school
24 district is going to criticize the special education
25 procedures and the programs provided by the charter

D. Sotack - Cross

1 school.

2 **MR. LITTS:** And you will have the
3 opportunity to present evidence in your case in chief to
4 address those things.

5 **MR. FENNICK:** If I could finish --

6 **MR. LITTS:** Yes.

7 **MR. FENNICK:** Okay. And I'm trying to avoid
8 bringing Miss Sotack and her attorney back here by asking
9 her a few questions that might bear on that.

10 **MR. LITTS:** Well, again, Dan, if I heard
11 Miss Sotack's testimony accurately on both direct and
12 cross, she said it is not her official responsibility in
13 her job with the department to assess the appropriateness
14 of an individual IEP for an individual student, is that
15 correct?

16 **THE WITNESS:** That is correct.

17 **MR. LITTS:** So it's not your professional
18 responsibilities to review the, quote, appropriateness of
19 an IEP or how they are developed, is that correct?

20 **THE WITNESS:** That is correct.

21 **MR. LITTS:** So, she can't testify to that
22 stuff anyway.

23 **MR. FENNICK:** She can -- she can testify
24 based on her 30 however many years it is in the special
25 education field what is required to make a determination

D. Sotack - Cross

1 as to an appropriate special education program.

2 MR. LITTS: And that is beyond the scope of
3 her direct examination.

4 MR. FENNICK: I agree to that, so you --

5 MR. LITTS: Let's -- I'm going to give you
6 five more minutes to get what you want out of this witness
7 related to that and then I'm going to start overruling it
8 as beyond the scope of direct.

9 MR. FENNICK: Well, I'm not --

10 MR. LITTS: You agreed it is.

11 MR. FENNICK: I'm not going to get it in
12 five more minutes, but let me try. So, we'll have to see
13 what provisions we can make to bring her back if we need
14 to bring her back.

15 Q. Miss Sotack, did you bring any documents with you
16 concerning any investigations that you did of the Pocono
17 Mountain Charter School?

18 A. I did.

19 Q. Okay. Do you have a series of letters that were
20 exchanged between you and personnel at the Pocono
21 Mountain School District with you?

22 A. I have copies of my letters in response.

23 Q. Okay. Do you have copies of the letters that
24 were sent to you by the superintendent?

25 A. No.

D. Sotack - Cross

1 Q. Okay. Do you have copies of letters that were
2 sent to you by the assistant superintendent?

3 A. No.

4 Q. Okay. So, are you prepared to testify about the
5 investigations that you did and the complaints that you
6 received?

7 A. Yes.

8 Q. Okay. Then let me ask you, am I correct that you
9 can receive complaints about special education compliance
10 from parents, other individuals and school districts?

11 A. Yes.

12 Q. All right. How many complaints do you typically
13 investigate in a year?

14 A. Well, I think my high was 43 a couple years ago.
15 Last year I worked as a complaint investigator for half
16 the year starting in January and I did 25 investigations.

17 Q. How many school districts are within your
18 assigned area?

19 A. Currently I'm assigned to all the complaints
20 generated in the central region of the state. I have no
21 idea. It's a lot of school districts.

22 Q. Okay.

23 A. It's many odd years.

24 Q. Are you the only special education advisor for
25 that region?

D. Sotack - Cross

1 A. No. The way we're structured right now, which is
2 different than the way we were structured when I was
3 assigned to IU-20, is that I have the responsibility for
4 monitorings, complaints, special ed plans, state
5 performance plan investigations, all those kinds of
6 activities for the school districts in IU-16,
7 Intermediate Unit 16, plus the responsibility to
8 investigate and report on all the complaints generated by
9 the school districts in the central region of the state.

10 Q. Okay. Is the Pocono Mountain School District
11 within IU-16?

12 A. No.

13 Q. No? They're just within a central --

14 A. They're not even in the central. They're in the
15 part of Intermediate Unit 20, which is the region I was
16 assigned to during the beginning of the period that was
17 identified in the subpoena.

18 Q. Okay. So, you were assigned to IU-20
19 during 2008?

20 A. Yes.

21 Q. Okay. Did you get any complaints about
22 compliance with special education laws regarding the
23 Pocono Mountain School District during that period of
24 time?

25 MS. SCHURDAK: Objection, relevancy.

D. Sotack - Cross

1 **MR. LITTS:** I'll let her answer the
2 question. Yes or no?

3 A. Yes, I did.

4 **Q.** Okay. Did you investigate those?

5 A. Yes, I did.

6 **Q.** Were any of those -- I'm going to say founded.
7 Is that the right word?

8 **MS. SCHURDAK:** I want to note my continuing
9 objection for the following reason. What the school
10 district does or doesn't do is not an issue here today.
11 The charter school cannot move to revoke the status of the
12 school district.

13 **MR. FENNICK:** And that is not --

14 **MR. LITTS:** I understand the objection and,
15 again, what I told the charter school folks, same thing
16 I'm going to tell the school district. The district [sic]
17 here is to gather evidence, the board will make an
18 assessment as to whether or not it is relevant to the
19 proceedings and so I -- you know, I'm going to give Dan a
20 little bit of leeway on this. The answer was, yes, there
21 were some complaints, and you can continue, but, again,
22 let's keep it moving, folks.

23 **Q.** Miss Sotack, what is the term that you used when
24 you determine that a complaint has merit after you do
25 your investigation?

D. Sotack - Cross

1 A. Founded is a good word, yeah.

2 Q. Okay. So, were any of the complaints regarding
3 the Pocono school district founded?

4 A. Yes.

5 Q. Can you tell us how many?

6 A. I can't. I'm sorry, I don't recall.

7 Q. Okay. As part of your investigation of the
8 Pocono Mountain School District's complaints about the
9 charter school, did you look at charter school special
10 education files?

11 A. I did.

12 Q. Did you find as a result of your investigation
13 into the charter school files that the Pocono Mountain
14 School District had not sent the charter school all of
15 the records that it was required to under the special
16 education laws?

17 A. I did.

18 Q. So, would you say that the Pocono Mountain School
19 District was not following the laws regarding release of
20 records to another school?

21 MS. SCHURDAK: Objection as worded.

22 MR. FENNICK: Okay. You are right. That
23 was a lousy question.

24 MS. SCHURDAK: Thank you. Thank you.

25 MR. FENNICK: Okay.

D. Sotack - Cross

1 **MR. LITTS:** Question withdrawn. You can ask
2 a different question, Mr. Fennick.

3 **MR. FENNICK:** All right.

4 **Q.** You determined that the charter school was
5 entitled to records on particular students and those
6 records were not provided by the Pocono Mountain School
7 District, is that right?

8 **A.** That's correct.

9 **Q.** In fact, you classified the Pocono Mountain
10 Charter School's attempts to get those records as heroic,
11 didn't you?

12 **A.** Yes, I did.

13 **Q.** Okay. Now, I just asked you about 2008. Were
14 there other years in the recent past where you had
15 jurisdiction over IU-20?

16 **A.** I'm trying to remember. I think I was assigned
17 there in the spring of 2005 and I continued until the
18 fall of 2008.

19 **Q.** So, let me broaden my question then. You just
20 answered about complaints against the Pocono school
21 district in 2008. Were there complaints before 2008?

22 **A.** There were.

23 **Q.** Were any of those founded?

24 **A.** Yes.

25 **Q.** Do you know how many?

D. Sotack - Cross

1 A. I don't.

2 Q. Now, February 14th of 2008, did you receive a
3 letter from Dr. Pfennig regarding the Pocono Mountain
4 Charter School's compliance with the special education
5 laws?

6 A. I know I received letters. I don't know the
7 exact dates without looking at the response letters,
8 which always captions the date that I received the
9 letter, but that's about right.

10 Q. Okay. Did you initiate an investigation based on
11 Dr. Pfennig's complaints?

12 A. I initiated a process of fact finding at that
13 time.

14 Q. Okay. If I use the wrong words, please --

15 A. Well --

16 Q. -- correct me.

17 A. -- you know.

18 Q. Did that include interviews with the people
19 involved in those students' cases?

20 A. You'll have to be more specific --

21 Q. Okay.

22 A. -- in your question of who my interview --

23 Q. All right. Well, in general, when you do a
24 review --

25 MR. LITTS: Well, back up, Dan. Why don't

D. Sotack - Cross

1 we ask it this way? Based on the letter you said you
2 received from the school district superintendent, did you
3 interview anyone?

4 A. I did.

5 **MR. LITTS:** Who did you interview?

6 A. I interviewed folks at the school district
7 including the superintendent and also folks at the
8 charter school including the CEO and the principal.

9 **Q.** Okay. Why is it important to interview people?

10 A. Well, that's a good question. I don't have the
11 tools available to me that a hearing officer does to
12 swear in witnesses and take testimony and determine
13 truthfulness. I have to go by the documentation. So, in
14 presenting my report, I do my best to reference actual
15 documents or demonstrations of compliance.

16 Nevertheless, I'm required to interview by bureau
17 policy, so I do, and sometimes it's helpful because I
18 learn things by talking to people that I might not get
19 from the bare documents. It might point me in the
20 direction of asking for other documents that I might not
21 think of or that might not be apparently relevant, so I
22 do interview for those purposes.

23 **Q.** In fact, isn't there a manual for how to do these
24 investigations which requires interviews?

25 A. As I said, I'm required to do interviews.

D. Sotack - Cross

1 Q. Okay. Was that designed by people who are
2 smarter than all of us?

3 A. I'm not sure if they're smarter --

4 MS. SCHURDAK: Objection. I think that's
5 way beyond the scope of this witness' knowledge.

6 MR. LITTS: We don't need to comment on
7 who's smart and who's not. Let's move it along.

8 Q. Okay. So, in response to the complaint that you
9 received from Dr. Pfennig you did the investigation. And
10 did you make any findings?

11 A. I did.

12 Q. Okay. Are those findings reflected in a letter
13 that you sent to Dr. Pfennig on April 2nd, 2008?

14 A. Again, without looking at the papers --

15 Q. Well, and you're welcome --

16 A. -- I can't tell you the date, but it sounds about
17 right and what I used to report the findings was a cover
18 letter that presented a report of findings, which was a
19 summary of the findings, the data based summary of the
20 findings of the --

21 Q. You have some papers?

22 A. I do, yes. And if I could refer to them --

23 Q. Absolutely.

24 A. -- I could find out the dates.

25 Q. Please.

D. Sotack - Cross

1 **MR. LITTS:** Off the record for a second.

2 (Off record.)

3 **MR. LITTS:** Back on the record. We
4 discussed off the record information that this witness
5 would like to refer to so she actually responds to
6 questions. We've identified that counsel has a copy which
7 we're marking as Joint Exhibit 13 and we're going to
8 receive that into evidence.

9 (4/2/08 Letter to Pocono Mountain Charter
10 School from Pennsylvania Department of Education was
11 marked for identification by Mr. Litts as **Joint Exhibit**
12 **No. 13.**)

13 **MS. SCHURDAK:** This is the April 2nd, 2008,
14 right?

15 **MR. FENNICK:** Yes. Well, if you have --

16 **THE WITNESS:** There is no April 2nd, 2008.
17 I'm sorry. March 12th, 2008.

18 **MR. LITTS:** Let's give it to the witness.

19 **MS. SCHURDAK:** I want her counsel to have a
20 copy.

21 **MR. LITTS:** This -- we're back on the
22 record.

23 **MR. FENNICK:** Ellen, do you have any of the
24 earlier ones? You sent me a package last week.

25 **MR. LITTS:** Dan, we're back on the record.

D. Sotack - Cross

1 **MR. FENNICK:** Okay.

2 **MR. LITTS:** We've marked as Joint Exhibit 13
3 an April 2nd, 2008 letter that is addressed to the
4 superintendent of Pocono Mountain School District from the
5 witness that has -- which is three pages with the CCs and
6 then a summary of findings that are dated March 12th of
7 2008, which is four pages.

8 So, that's what we've marked into evidence
9 and that's what is going to be presumably the subject of
10 Mr. Fennick's examination. So, Mr. Fennick...

11 **MR. FENNICK:** And, yes, I thought Ms.
12 Schurdak was going to introduce some others. We can bring
13 them next time we need to. Let me just go back for a
14 minute.

15 **Q.** Miss Sotack, do you have a letter to Dr. Pfennig
16 dated February 21st, 2008 with you?

17 **MS. SCHURDAK:** I'm sorry. I thought we were
18 referring to the report and that's why I got the report
19 out.

20 **MR. FENNICK:** Well, and I'm asking -- you
21 sent me a series of letters and I was going to ask
22 questions about a number of them, so perhaps we should get
23 them all out and on the record at one time.

24 **MS. SCHURDAK:** Well, you're free to bring
25 your own exhibits to this hearing. I don't think I have

D. Sotack - Cross

an obligation to bring --

MR. FENNICK: Well, that's --

MS. SCHURDAK: -- your exhibits.

MR. FENNICK: I agree.

MR. LITTS: All right.

MS. SCHURDAK: Thank you.

MR. FENNICK: And I thought we were going to cooperate on this, but --

MR. LITTS: Let's go off the record again.

(Off record.)

(Recess was taken.)

- - -

(4/2/08 Letter to Pocono Mountain Charter School from Pennsylvania Department of Education was marked for identification as **Joint Exhibit No. 13.**)

(1/21/08 Letter to John Severs from Betsy Gustafson was marked for identification as **Joint Exhibit No. 14.**)

(1/31/08 Letter to Dwight Pfennig from Deborah Sotack was marked for identification as **Joint Exhibit No. 15.**)

(2/6/08 Letter to Betsy Gustafson from John Severs was marked for identification as **Joint Exhibit No. 16.**)

(2/14/08 Letter to Deborah Sotack from

D. Sotack - Cross

1 **Dwight Pfennig** was marked for identification as **Joint**
2 **Exhibit No. 17.)**

3 **(2/21/08 Letter to Dwight Pfennig from**
4 **Deborah Sotack** was marked for identification as **Joint**
5 **Exhibit No. 18.)**

6 **(7/2/08 Letter to Deborah Sotack from Dwight**
7 **Pfennig (Redacted)** was marked for identification as **Joint**
8 **Exhibit No. 19.)**

9 **(7/2/08 Letter to Deborah Sotack from Dwight**
10 **Pfennig (Not redacted)** was marked for identification as
11 **Joint Exhibit No. 20.)**

12 **(7/14/08 E-mail to Deborah Sotack from**
13 **Dwight Pfennig** was marked for identification as **Joint**
14 **Exhibit No. 21.)**

15 **(7/21/08 Letter to Dwight Pfennig from John**
16 **Tommassini** was marked for identification as **Joint Exhibit**
17 **No. 22.)**

18 **(7/28/08 Letter to Dwight Pfennig from**
19 **Kathleen Branoff** was marked for identification as **Joint**
20 **Exhibit No. 23.)**

21 **(11/07/08 E-mail to Masako Farrell from**
22 **Dwight Pfennig** was marked for identification as **Joint**
23 **Exhibit No. 24.)**

24 **(1/15/09 Complaint Investigation Report** was
25 marked for identification as **Joint Exhibit No. 25.)**

D. Sotack - Cross

(12/8/08 Letter to Dwight Pfennig from
Richard Moss was marked for identification as Joint
Exhibit No. 26.)

(1/24/08 Letter to Deborah Sotack from
Dwight Pfennig was marked for identification as Joint
Exhibit No. 27.)

- - -

MR. LITTS: Let's go back on the record. We
took a break in order to try to expedite this testimony of
the current witness who's been kind enough to come up from
the Department. Counsel for the school district and the
charter school amicably worked through some issues in
identifying Joint Exhibits J-13 through J-27 and we were
able to provide a copy of those exhibits to both counsel
and the witness. What we're going to do is when we go
back on the record, Mr. Fennick will continue with his
questioning and he'll refer to some of those exhibits.

MR. FENNICK: You're on the record.

MR. LITTS: Yes. And then Ms. Schurdak will
have the opportunity to cross examine but also engage in
some direct because she didn't have an opportunity to
question on these exhibits.

What I'll do is this, simply go through
those documents -- my understanding, since they're joint
exhibits, we'll be admitting them and if they're not fully

D. Sotack - Cross

1 identified during questioning, I'll clean that up in the
2 end. Okay? Mr. Fennick, you can continue.

3 **MR. FENNICK:** All right.

4 **Q.** Miss Sotack, do you have copies of all of the
5 documents that we've just marked?

6 **A.** I believe I do.

7 **Q.** All right. If you don't just let me know.

8 **A.** Okay. Thank you.

9 **Q.** I'll apologize in advance, I'm not going through
10 them by number, exhibit number, I'm going through them by
11 chronological date.

12 **A.** Okay.

13 **Q.** So, we have identified J-14, which is some
14 correspondence between the school district and the
15 charter school. Before today, have you seen this one?

16 **A.** I may have. I can't recall.

17 **Q.** All right. Let's go to January 24th, which is
18 J-27.

19 **A.** Okay.

20 **Q.** All right. Now, is that a letter you received
21 from Dr. Pfennig?

22 **A.** You know, it may be. I -- this was a long time
23 ago and I've done a lot of work since then.

24 **Q.** Okay.

25 **A.** But it looks like the document I responded to in

D. Sotack - Cross

1 a letter back, but without reading it carefully --

2 Q. And you don't --

3 A. -- I can't tell you for sure.

4 Q. All right. I'll just ask it this way. There was
5 some dispute about the appropriate section of the state
6 regulations that governs charter school obligations for
7 special education. Am I correct that the section that
8 governs charter schools is 22 PA Code, Section 711?

9 A. Yes.

10 Q. Okay. If you know, does 711.4 determine who is
11 to supervise a charter school's compliance with special
12 education services and programs?

13 MS. SCHURDAK: I'm going to object because
14 in this particular case we have an underlying charter and
15 so it is a misleading question. The charter school has
16 agreed, pursuant to the terms of the charter, to permit
17 the school district to monitor it with respect to special
18 education related issues.

19 MR. FENNICK: Just --

20 MR. LITTS: Hold up. I only want to hear
21 from the attorneys. If the audience would please refrain
22 from making comments. You can check with counsel, but
23 you'll have the opportunity to testify at a later date.

24 MR. FENNICK: I just say the charter speaks
25 for itself. There's an issue about the enforceability of

D. Sotack - Cross

1 those conditions, but I don't know if that needs to be
2 addressed as far as the admissibility of an answer.

3 **MR. LITTS:** Why don't we do this, Dan? Can
4 you restate your question again?

5 **MR. FENNICK:** Okay.

6 **Q.** If you exclude whatever the charter says for the
7 Pocono Mountain Charter School, all right, is the charter
8 school's compliance with the special education
9 obligations imposed on it set forth in Section 22 PA
10 Code, Section 711?

11 **A.** Well, I can't draw conclusions to law. I'm not
12 qualified to do that. I can read what it says here. Is
13 that what you want me to do?

14 **Q.** Well, when you do your investigation of charter
15 school compliance with the special education rules, are
16 you using Section 711 as your authority for the charter
17 school's obligations?

18 **A.** I do use Chapter 711, IDEA.

19 **Q.** Okay. Thank you. Now, do you recall that
20 Dr. Pfennig referred, but not by name, to a specific
21 student in his letter of January 24, 2008? And I can
22 refer you to the third paragraph of the first page.

23 **A.** And I can see that he does.

24 **Q.** All right. Then our next exhibit is 15, which is
25 dated January 31st, 2008. You're indicating in that

D. Sotack - Cross

1 letter that you're going to conduct an investigation. Is
2 that fair to say?

3 A. On-site review. I'm being precise about the term
4 simply because an investigation is the activity that I do
5 when I'm investigating a complaint, which is a formal
6 process defined and directed by IDEA. And an on-site
7 review is simply someone from the bureau going to see
8 what's going on, a fact finding.

9 So, I want to be precise and clear about the
10 terms so that we're not getting confused that this
11 activity referenced here has anything to do with a
12 complaint.

13 Q. All right. Is the on-site review the appropriate
14 response to the complaint that Dr. Pfennig sent you?

15 A. He did not file a complaint in this instance.

16 Q. All right. So, complaint is the wrong word.

17 A. He raised a concern and we responded -- the
18 bureau responded by sending me out to do a fact finding
19 review.

20 Q. The on-site review, is that the proper response
21 to the concern that Dr. Pfennig raised?

22 A. That was, excuse me, the response that the bureau
23 directed me to conduct.

24 Q. Do you know whether the bureau got complaints
25 from the students or families of students that

D. Sotack - Cross

1 Dr. Pfennig referenced?

2 A. To my knowledge there were no complaints and I
3 would have been the investigator during that period.

4 Q. Okay. All right. Let's go -- next I'm going
5 skip 16 because that doesn't involve you, I don't think,
6 but let's go to February 14th, 2008, which is a letter
7 that we marked as J-17. Do you remember receiving that
8 letter?

9 A. I may have.

10 Q. Okay.

11 A. I can't say for sure.

12 Q. All right. If you look at it quickly now, would
13 the contents of that letter have impacted on the way you
14 conducted your on-site review?

15 A. I believe that I responded to this letter or a
16 letter of similar date by reassuring the school district
17 that I had scheduled the on-site review and my response
18 would have been --

19 Q. It might be the next one.

20 A. -- September 21st, which references a letter
21 dated February 14th.

22 Q. All right. And --

23 A. But I can't be sure.

24 Q. That's J-18, is the one you're looking at?

25 A. I believe, yeah.

D. Sotack - Cross

1 Q. All right. No, also, in J-18, did you ask
2 Dr. Pfennig to provide you with the name of the student
3 that he had referred to, in general, in the letter of
4 January 24th, which is J-27?

5 A. Paragraph 2 states that it would be helpful to
6 have the name of the student.

7 Q. Okay. There was also a concern expressed by
8 Dr. Pfennig in -- about the district not receiving
9 certain records from the charter school. Did you address
10 that in your letter of February 21st? I'll direct you to
11 the fourth paragraph.

12 A. Yeah. And, so, I directed Mr. Severs, who's the
13 principal of the charter school, to resend and provide me
14 with documentation that he had done so.

15 Q. You told him to be adults, right? Instead of
16 having a fight about whether it was sent or not, just
17 send another copy.

18 A. Again, I can't go -- I can't determine who's
19 telling me the truth in these kinds of disputes. I need
20 the documentation. So, you tell me you did something,
21 you need to be prepared to show me that you did.

22 Q. Okay.

23 A. And that's really what the gist of that is.

24 Q. Did you get any complaints after that, from the
25 school district, that Mr. Severs had not sent it the

D. Sotack - Cross

1 second time around?

2 A. No, not that I recall.

3 Q. Let's go to your letter of April 2nd, 2008, which
4 is dated J-13. In general, does this contain the results
5 of your on-site review?

6 A. It does.

7 Q. Okay. Could you just describe whether you found
8 the district -- I want to use the right words -- found
9 the district's concerns warranted?

10 MR. LITTS: Why don't we rephrase it this
11 way? What did you find?

12 A. What did I find, yes.

13 MR. LITTS: Can you look at J-13 and tell us
14 what your findings and conclusions were?

15 A. If you look at the third to the last page of the
16 summary, there's a series of actions required of the
17 charter school. The first one is to develop a procedure,
18 a written procedure. On the next page there's a second
19 action required, which did involve specific students, and
20 providing them with compensatory education for services
21 that were provided by a teacher who was not certified.
22 And on the last page there's a third action that was
23 required that, henceforth, before the new year started,
24 the charter school would be able to document that all its
25 teachers, special ed teachers, were properly certified.

D. Sotack - Cross

1 Q. Other than those concerns that you list, was the
2 charter school in compliance with the special education
3 regulations?

4 A. Well, I didn't review their compliance with all
5 the special education regulations, so I can't say that
6 they were. The things that I reviewed were found to be
7 compliant or recently self-corrected.

8 Q. As a result of this report, you asked the charter
9 school to take certain action?

10 A. Um-hum.

11 Q. As far as you know, did the charter school take
12 that action?

13 A. The charter school did.

14 Q. Did they report to you that they had done what
15 you asked them to do?

16 A. I came back on-site and verified that they did
17 what they were required to do.

18 Q. I think I heard you say earlier that it's not
19 that unusual when you do a cyclical monitoring to find
20 some procedure violations. Is that right?

21 A. Yeah.

22 Q. Okay.

23 A. That's usually the case.

24 Q. All right. So, is what you found here typical?

25 A. Yeah. Yeah.

D. Sotack - Cross

1 Q. Now, on Page 3 of the actual letter --

2 A. Um-hum.

3 Q. There was a question earlier by Ms. Schurdak
4 about the Bureau's role in investigating procedural
5 issues versus what she referred to, I think, as a
6 substantive issue.

7 A. Um-hum.

8 Q. If someone has a concern about the substance
9 contained in an IEP, where would they complain about
10 that?

11 A. Well, parties to the IEP have the right to file
12 for a due process hearing or mediation if they disagree
13 about the appropriateness of an IEP. There are no other
14 parties who would have a right, as far as I know, to
15 raise that concern.

16 Q. Okay. Also, on Page 3 you mention, again, your
17 request for the name of the student that you first asked
18 for on January 24th. Does your letter of April 2nd tell
19 us whether Dr. Pfennig had given you that name?

20 A. Well, if you look at the third to the last
21 paragraph, I reference the concerns about the specific
22 student again and I ask for more information and I had
23 not at that point heard anything more.

24 Q. Okay. Did he contact you and give you a reason
25 why he couldn't give you the student's name?

D. Sotack - Cross

1 A. No, not that I recall.

2 Q. All right. So, this letter is dated April 2nd.
3 Do you believe it was sent on or about April 2nd?

4 A. On or about.

5 Q. Okay. Let's go to the next one, which is July
6 2nd, 2008, J-20. This is a letter that you received from
7 Dr. Pfennig. Could you tell us, is this in the nature of
8 something you would consider a complaint?

9 A. I'm having a hard time remembering, but I believe
10 this is the letter that triggered our acceptance of the
11 filing of the formal complaint, although it's not on the
12 form that we use and I know that I have made the form
13 available to this district many times and it's publicly
14 available to anyone; but, if you look at the last
15 paragraph on the third page of the letter, this letter
16 serves as a formal complaint. So, we, at that point,
17 initiated -- tried to initiate the complaint process.

18 Q. You said that you made that complaint form
19 available to the district many times. Was that done
20 before July 2nd of 2008?

21 A. It's given to the districts routinely as part of
22 their training on updates to the regulations. It's given
23 every year in the special ed leadership conferences that
24 we have. It's publicly available on the web site. I
25 can't remember a specific instance when I gave it to

D. Sotack - Cross

1 them, but it's hard to believe that a school district
2 wouldn't have access to it.

3 **Q.** All right. I just want to make sure that you're
4 talking about a time period before July of 2008.

5 **A.** Yeah.

6 **Q.** Okay. Now, there are two copies of this letter
7 that we've had marked. One has the names of the students
8 redacted, that's J-20, and J-19 contains the -- yeah,
9 well --

10 **MS. SCHURDAK:** It's the opposite.

11 **MR. FENNICK:** Okay.

12 **A.** Nineteen is redacted?

13 **MR. FENNICK:** Both of mine are the same.

14 **MS. SCHURDAK:** Oh.

15 **MR. FENNICK:** We'll straighten it out.

16 **Q.** I want you to look at whichever number has the
17 names of the students.

18 **A.** Okay.

19 **Q.** And tell me which number that is?

20 **A.** Twenty.

21 **MR. LITTS:** Twenty.

22 **Q.** On the first page of J-20, are you finally
23 informed for the first time of the name of the students
24 that Dr. Pfennig was concerned about back in January of
25 '08?

D. Sotack - Cross

1 A. Well, I don't know if it was the first time, but
2 it certainly is here.

3 Q. Okay. What did you do in response to the
4 complaint? Did you --

5 A. Well, there's certain pieces of information that
6 are necessary to make it a filed complaint and those
7 pieces were missing. And, so, I contacted Dr. Pfennig
8 and explained to him what else he needed to provide us to
9 have it be a formal complaint that I could investigate
10 through the complaint process and I asked my assistant,
11 also, to send a letter detailing that. I believe you
12 have a copy of the letter.

13 Q. Is that the letter dated July 28th, 2008, J-23?

14 A. Probably. Let me look.

15 A. Yes.

16 Q. When did you get the actual complaint?

17 A. I got the final documentation that I needed to
18 proceed with the complaint sometime before -- I want to
19 say November. Help me out with your numbering system.

20 Q. November 14th, 2008?

21 A. It sounds right.

22 Q. You think it was November?

23 A. Well --

24 Q. 24th?

25 A. -- I'm guessing. No -- yeah, November 24th would

D. Sotack - Cross

1 have been the date.

2 Q. All right. I think I found it.

3 A. December 8th is the date of the letter. It's
4 J-26.

5 Q. And on the fourth page of that --

6 A. It's the acknowledgment letter for the complaint
7 that we routinely send out.

8 Q. Okay. On the fourth page of that exhibit is
9 there a reference to a complaint taken on November
10 24th, 2008?

11 A. Fourth page, yes.

12 Q. Okay. Now, I want to take you back in time to
13 take a look at J-21, which is an e-mail from Dr. Pfennig
14 to you dated July 14th, 2008.

15 A. I'm sorry. What's the number of the --

16 Q. The number is 21.

17 A. All right.

18 MS. SCHURDAK: I'm sorry. What was your
19 question?

20 MR. FENNICK: Well, first I want her to find
21 it. I haven't asked her a question yet.

22 MS. SCHURDAK: Okay.

23 Q. Do you have J-21 in front of you?

24 A. I do.

25 Q. Okay. We're not going to use the names, but he

D. Sotack - Cross

1 is contacting you asking you to do something for a
2 student and it says that you might hear from the student
3 or from the school district's attorneys about the
4 student. Did you hear from the student?

5 A. I did not.

6 Q. Did you hear from the school district's attorneys
7 about the student?

8 A. I did not.

9 Q. But Dr. Pfennig is very concerned about how
10 quickly you act on behalf of the student. Is that fair
11 to say from the letter?

12 A. It certainly seems that way.

13 Q. Okay. It is also fair to say that it took him
14 from July until November to fill out the form that you
15 asked him to fill out?

16 A. The dates certainly seem to support that.

17 Q. Okay. Let me take you to J-24, which is an
18 e-mail to Mesako, M-E-S-A-K-O, Farrell.

19 A. Um-hum.

20 Q. F-A-R-R-E-L-L. Who is he?

21 A. It's a woman. She was my chief, my supervisor
22 during the period that I was assigned to work with IU-20
23 for the school districts and charter schools.

24 Q. Did you do anything in response to this e-mail?

25 A. Well, it was never sent to me, so I didn't

D. Sotack - Cross

1 receive a copy and, therefore, I was not able to do
2 anything with it.

3 Q. All right. I didn't know if she had discussed it
4 with you.

5 A. Not that I'm aware of.

6 Q. All right. Let's go to the December 8th letter,
7 J-26, and this is, as you said earlier, your official
8 acknowledgment of the complaint. Is that right?

9 A. Um-hum.

10 Q. What did you do to investigate the complaint?

11 A. I went on-site at the charter school and reviewed
12 the document -- the documents and interviewed the people
13 listed in J-25, which is the complaint investigation
14 report.

15 Q. Okay. Did you do all the investigatory work that
16 you thought was appropriate to do?

17 A. I did.

18 Q. Was the charter school cooperative?

19 A. Yes.

20 Q. Okay. What was the result of your investigation?

21 A. That there was no need for corrective action.

22 Q. Okay. Did you write on the bottom of Page 2,
23 "The Pocono Mountain Charter School is in compliance with
24 34 CFR 300.211 as it pertains to accurate reporting of
25 special education participation for the PSSAs for 2008."

D. Sotack - By Mr. Litts

1 A. I did write that.

2 Q. Okay. You have done one on-site review and one
3 formal investigation? Is that what you would call it?

4 A. Complaint investigation.

5 Q. Complaint investigation, all right, in 2008.

6 You've given us the results. Do you have confidence that
7 your results were accurate?

8 A. I do.

9 Q. All right.

10 MR. FENNICK: Cross examine or examine or
11 wherever we are. Redirect.

12 MS. SCHURDAK: We'll use a hybrid approach.

13 MR. LITTS: Before we do that, I'm going to
14 do what I've been doing in an effort to try to --

15 MR. FENNICK: Please.

16 MR. LITTS: -- facilitate.

17 - - -

18 BY MR. LITTS:

19 Q. With the question from Mr. Fennick, if I heard it
20 correctly, you -- well, the time that you had the charter
21 school, Pocono Mountain School District, within your
22 purview of responsibilities, you did not receive, to the
23 best of your knowledge, any complaints directly from
24 parents about the charter school special ed services, is
25 that correct?

D. Sotack - Redirect

1 A. I'm trying to recall and I cannot recall a single
2 one.

3 Q. All right. Okay. And, so, said differently, to
4 the best of your recollection, all the complaints that
5 you received were from the school district?

6 A. Against the charter school, yes.

7 Q. You talked about an on-site review at some point
8 and at another point there was an actual formal complaint
9 that was filed?

10 A. That's correct.

11 Q. And my understanding is that J-25, the complaint
12 investigative report, is the report that was prepared in
13 response to your completion of the investigation.

14 A. That's correct.

15 Q. And --

16 A. The complaint investigation.

17 Q. Yes. Does this report identify the specific
18 issues that you investigated?

19 A. For the complaint, yes, it does.

20 Q. Okay.

21 A. Issue No. 1 and Issue No. 2.

22 Q. Okay. And, so, all your findings dealt
23 specifically with those two issue?

24 A. That's correct.

25 **MR. LITTS:** Okay. Okay. That's all the

D. Sotack - Redirect

1 questions I have based on the testimony. So, Ms.
2 Schurdak...

3 **MS. SCHURDAK:** Thank you.

4 - - -

5 **REDIRECT EXAMINATION BY MS. SCHURDAK:**

6 **Q.** To make it easier, let's start with J-25 --

7 **A.** Okay.

8 **Q.** -- where everyone sort of left off and,
9 hopefully, I can work backwards. Okay? I know you're
10 anxious to get on your way.

11 **A.** Um-hum.

12 **Q.** What you essentially did was you took the
13 superintendent's complaint and in drafting the report you
14 articulated what you saw were the specific complaints.

15 **A.** Correct. Exactly.

16 **Q.** So, you went through and came up with two issues?

17 **A.** Um-hum.

18 **Q.** It's fair to say that Issue No. 2 that you've
19 identified you felt wasn't within the purview of your job
20 to really investigate.

21 **A.** Well, there's several reasons why an issue would
22 be not in my jurisdiction.

23 **Q.** Right.

24 **A.** One is because it was a question about
25 appropriateness of IEP. Other reasons would be if the

D. Sotack - Redirect

1 event took place more than one year in the past.

2 Q. Okay. So, I guess statute of limitations --

3 A. Yeah. If a child was not identified as a student
4 with -- eligible for special education, that would be
5 another reason why I would not have jurisdiction and in
6 this case that was the case, that the student in question
7 was not identified during the year prior to the
8 investigation. So, that made it impossible for me to
9 investigate that complaint, that issue of the complaint.

10 Q. And it's not within the jurisdiction of the
11 bureau.

12 A. Exactly. We would call that not within
13 jurisdiction because the time frame put it out of
14 jurisdiction.

15 Q. It wasn't the authority, I believe, you felt, of
16 the agency to investigate the accuracy of grades?

17 A. For general education students. We deal with
18 IDEA regulations and Chapter 14 and Chapter 711
19 regulations, none of which address grades for general
20 education students.

21 Q. One of the concerns the district had raised --

22 A. Um-hum.

23 Q. -- was special ed students, grade inflation --

24 A. IDEA is silent on grades.

25 Q. Okay.

D. Sotack - Redirect

1 A. So, I would never have authority to investigate
2 grades.

3 Q. Okay. Now, for your investigation, I think your
4 report is fairly clear that you interviewed three people.

5 A. Um-hum.

6 Q. Did you interview -- and I hope I'm going to get
7 the job title correctly -- the Assistant Superintendent
8 of Special Education Services of Pocono Mountain School
9 District?

10 A. Clearly I did not. She's not listed on here.

11 Q. Do you know who it is?

12 A. Yeah, I know Betsy.

13 Q. Is there a reason you didn't contact --

14 A. I had plenty of information from Dr. Pfennig.

15 Q. Okay. Well, initially when the report came in
16 from the superintendent you said that there was the
17 missing name of the student he was referring to.

18 A. Um-hum.

19 Q. Did you pick up the phone and say, "Would you
20 give me that information?"

21 A. No.

22 Q. Is there a reason you didn't pick up the phone?

23 A. Well, at the time, that process that we were
24 involved in, if you'll recall, was the process of the
25 on-site review. It wasn't about the complaint.

D. Sotack - Redirect

1 Q. Correct. I --

2 A. So, the on-site review was a whole separate
3 process that was completed before I wrote this report.

4 Q. Okay. Now, I said I'm going to try and work
5 backwards, and I am. J-26, the December 8th, 2008
6 letter. Again, it's the same two --

7 A. I'm sorry, what -- what's the number?

8 MR. LITTS: J-26.

9 THE WITNESS: Thank you, sir.

10 MR. LITTS: The December 8th, 2008 letter.

11 THE WITNESS: Thank you.

12 MR. LITTS: You're welcome.

13 Q. There's two issues that you've self-identified as
14 raising concerns for the district.

15 A. Um-hum.

16 Q. The issues are, number one, did the charter
17 school accurately report its Pennsylvania System of
18 School Assessment participation to Data Recognition
19 Corporation during the '08 school year.

20 A. Um-hum.

21 Q. Correct?

22 A. Yep.

23 Q. Okay. With respect to that issue as you've
24 articulated it, can you show me where in the school
25 district's correspondence that they've identified the

D. Sotack - Redirect

1 issue using this language?

2 A. I'm not sure that they used that language. I can
3 certainly look. However, I can only talk about what I
4 have the authority to investigate. If they want me to
5 look at the data from DRC, I can certainly do that, but I
6 can't do things that I don't have the authority to
7 investigate.

8 So, let me look at the letters, the letter of
9 complaint, and see what it is that led me to think that
10 it was necessary to look at that. If you'll just give me
11 a minute.

12 Q. Certainly. And take your time.

13 A. And it would be J-24.

14 MR. FENNICK: Mr. Litts, while we're -- we
15 have a person who needs to leave. Is this going to be the
16 last -- is Miss Sotack going be the last witness?

17 MS. SCHURDAK: I have one person here from
18 Monroe County. He should be a quick witness in terms of
19 my direct. I would say literally 10 minutes or less.

20 MR. LITTS: I'd like to get that person in
21 and we can go on and stay or if you need to go, we
22 understand that. We're not going to draw any conclusion
23 either way. I understand people have other
24 responsibilities.

25 A. I might be looking at the wrong letter.

D. Sotack - Redirect

1 Q. Well, is it fair to say that the superintendent
2 didn't use the same language?

3 A. Well, I think you're right. Yeah.

4 MR. LITTS: In order to --

5 A. If you look, I -- I'm sorry. I can answer, I
6 think, at this point. If you look at J-20, the last
7 paragraph, concerned about the flow of students into and
8 out of classification and the number of students who
9 transferred into from -- I have no way of getting at that
10 because students, if they're exited from special
11 education, I can't determine whether that was appropriate
12 or not. I can determine whether it was procedurally
13 compliant or not, which I did, and I can also review the
14 data that they report to DRC and to see if there's some
15 inconsistency there, which I did by including that as the
16 issue of complaint.

17 Q. So, would you agree with me that on some level
18 you were limited because of your regulations and the
19 scope of your job duties --

20 A. Um-hum.

21 Q. -- to really being able to fully respond to the
22 issues as addressed by the superintendent in J-19/J-20,
23 the letter dated July 2nd, 2008?

24 A. I am limited to the procedural --

25 Q. Right.

D. Sotack - Redirect

1 A. -- compliance issues.

2 Q. So, you --

3 A. But I did do as much as I was able to do to
4 determine whether there was any....

5 Q. Procedural issues.

6 A.concern, yeah, about the reporting. And if
7 you look on the last page of J-20 in the conclusion,
8 there are some figures there under Item No. 1 that seem
9 to call the district to concern about those things and in
10 trying to unravel that --

11 Q. Um-hum?

12 A. -- the data reporting seemed like a good place to
13 look.

14 Q. Okay.

15 A. When I looked, I didn't see anything that raised
16 a question.

17 Q. The superintendent's July 2nd letter is really
18 asking for assistance in "Can you help us review what
19 we're reporting as a high percentage of declassifying
20 students."

21 **MR. FENNICK:** I'm going to object to the
22 characterization of the letter by her client. The letter
23 speaks for itself.

24 **MS. SCHURDAK:** Well --

25 **MR. LITTS:** And I'm going to sustain the

D. Sotack - Redirect

1 objection because the superintendent is presumably going
2 to testify at some point in time. But let me -- we'll ask
3 it differently. The issue that the attorney just
4 identified as to the declassification of students from
5 special ed to regular, did you investigate that?

6 A. I did.

7 Q. In terms of your investigation -- and let's start
8 with, there were five students that are named on Page 2
9 of the letter.

10 A. J-20?

11 Q. Yeah, either J-19 or J-20. I don't know which
12 one you have.

13 A. I'm looking at J-20.

14 Q. I don't want to go over the names.

15 A. No.

16 Q. But did you go through the educational records of
17 the first five students that are listed there?

18 A. Well, we have to look at that in concert with
19 J-26, on Page 2 of J-26, which is the acknowledgment
20 letter dated December 8th, 2006. Third paragraph? All
21 right. I'm still looking. I'm sorry. I don't recall
22 off the top of my head --

23 Q. That's okay.

24 A. -- but it's been a long time and a lot of work
25 has happened since then. So, if I can't remember

D. Sotack - Redirect

1 details, I have to refresh myself with the file. Second
2 to the last paragraph, the way that we handled
3 confidentiality was to number the students.

4 Q. Um-hum.

5 A. So, from the top of the page of J-20, the first
6 student listed there is No. 1 and so on down to the very
7 bottom where the last student is numbered 28. And I
8 reference them by number in the letter dated -- or J-26,
9 December 8th. And it talks about in this acknowledgment
10 letter exactly how I was disposing of the district's
11 concerns about each of those children. Some of them I
12 did review from this complaint, some of them I did not
13 because I had previously reviewed their files for the
14 on-site review.

15 Q. The on-site review would have been in '06, '7, or
16 '8?

17 A. No, it was. Well, look. We just talked about
18 it.

19 MR. FENNICK: Yeah.

20 Q. The March '08?

21 A. Yeah. It was -- well, dated April 2nd, '08. I
22 did the review March 12th -- or wrote the report March
23 12th, '08, yes.

24 Q. So, this --

25 A. So, I had just previously reviewed those files

D. Sotack - Redirect

1 and I did not go back and review them a second time.

2 Some of them --

3 Q. You didn't feel it was necessary to go from March
4 to July?

5 A. Exactly.

6 Q. Or August or September?

7 A. Well, actually, it ended up being half a year
8 later by the time the complaint was filed.

9 Q. Would you agree with me that it would have been
10 better to go back and review --

11 A. No.

12 Q. -- all those students' files?

13 A. No. I was directed that I didn't have to and I
14 agree that I didn't have to, and I did not.

15 Q. Were you annoyed that you had to do this
16 investigation?

17 A. No, uh-uh. It's what I get paid for.

18 Q. Okay. So, for the students that numbered 1
19 through 5 of J-19 and J-20, you only reviewed the records
20 of 1, 2, 4 and 5. Is that correct?

21 A. During the March 2008 review, 1, 2, 4 and 5.

22 Q. All right. You found that they were procedurally
23 in compliance?

24 A. At this time. Had they not been -- I mean, there
25 were some where corrective action needed to be done, so

D. Sotack - Redirect

1 off the top of my head, I can't tell you whether they
2 were one of the ones for which corrective action had to
3 be done or whether they were one of the ones who were
4 initially found to be compliant.

5 Q. And, again --

6 A. But at the time of the complaint they had all
7 become compliant.

8 Q. For students 6 through 28, you did not look at
9 their records. Again, it is not within your scope of
10 employment --

11 A. No.

12 Q. -- to determine whether or not they should have
13 been classified.

14 A. That's not what it says.

15 Q. You reviewed 6 through 28 to see whether or not
16 procedurally the paperwork was in order --

17 A. Um-hum.

18 Q. -- to support a declassification.

19 A. That's right.

20 Q. Did you, before going on-site to look at records
21 6 through 28 --

22 A. Um-hum.

23 Q. -- for example, did you let the charter school
24 know in advance that you would be coming to visit --

25 A. Absolutely.

D. Sotack - Redirect

1 Q. -- and looking for -- looking for the records as
2 it relates for students 6 through 28?

3 A. Um-hum.

4 Q. You did?

5 A. I did, yes. I always do.

6 Q. About how much advance notice did you give the
7 charter school that you would be coming to review those
8 records of these 28 students?

9 A. It might have been as much as two weeks. I would
10 have to pull my appointment book up and look at the date
11 that I was on-site and the date when I spoke to them and
12 check e-mails. I can't absolutely recall but --

13 Q. But the two week kind of window --

14 A. Probably, yeah.

15 Q. -- is probably a standard practice?

16 A. Well, you can judge by looking at when the
17 complaint was formally acknowledged, February 24th, and
18 the date -- I'm thinking we could be able to cross
19 reference that -- the date on which I issued the -- oh, I
20 know why I'm thinking -- as I was going through my files
21 for records related to this case --

22 Q. Um-hum?

23 A. -- I do have a document that I encountered after
24 things were submitted and with personally identifiable
25 information on it that indicates that November 20th was

D. Sotack - Redirect

1 the date by which everything from the on-site review was
2 completed. So, there's a very short time span between
3 when I was on-site to do that closure and when the
4 complaint was acknowledged and I was preparing for my
5 complaint investigation. That's how that comes to mind.

6 Q. Does your office compile statistics at all just
7 on a general basis to say, "Okay, in Monroe County
8 they've got X percent of children receiving special
9 education services in year one, and let's track the
10 students and see how they're doing two years from now,
11 five years from now," et cetera?

12 A. There's an enormous amount of data collected in
13 the department. Federal law requires the bureau to
14 collect some of that data. Whether a specific report
15 that you would like or I would like as a taxpayer can be
16 generated, you'd have to give me the specific parameters.

17 Q. Are you aware through working at PDE of some of
18 those statistics?

19 A. Not really.

20 Q. Okay. Now, you testified on -- this is going to
21 J-21, the July 14th, 2008 e-mail correspondence that you
22 received, and from --

23 A. You have it.

24 Q. Okay. I have it?

25 A. Um-hum. Okay. Thank you.

D. Sotack - Redirect

1 Q. Now, this e-mail raises some concerns about a
2 student who wasn't being given what a parent reports as
3 an appropriate level of services. There was contact
4 information given on the bottom of the e-mail. Did you
5 contact the parent at the phone number provided?

6 A. I may I have. I -- certainly that would be my
7 common practice, but I can't recall specifically if I
8 did.

9 Q. Would you keep notes, you know, so that later
10 when you were generating a report you could refer back to
11 it?

12 A. Yeah, I usually do.

13 Q. The fact that your report doesn't reference
14 attempting to reach this parent --

15 A. Um-hum.

16 Q. -- does that mean then that you didn't try to
17 reach the parent?

18 A. I have no idea.

19 Q. Okay. I don't want to put words in your mouth.

20 A. I don't think that's a conclusion you can draw.
21 I mean, those were two separate activities. The
22 complaint was not filed on behalf of this student. The
23 student wasn't included in the complaint filing, and so
24 there would be no reason for me to put it in the report,
25 even had I done the contact.

D. Sotack - Redirect

1 Q. So, it wasn't sufficient for another educator to
2 say, "Look, I think there's a problem with Student A."

3 A. Um-hum.

4 Q. For that report to then launch some sort of
5 investigation.

6 A. No, no.

7 Q. It must come from the parent?

8 A. It doesn't have to come from the parent, but it
9 has to fulfill a certain format and contain certain
10 information and this just did not rise to that level.

11 Q. What is --

12 A. For one thing, it has to be signed by the
13 complainant. It's not.

14 MR. LITTS: Ellen, I think we've established
15 the facts. J-21, you received -- you believe you received
16 this e-mail, you may or may not have contacted the parent,
17 you don't recall right now, but as a result of receiving
18 this particular e-mail, you did not initiate any type of
19 investigation or --

20 A. That's correct.

21 MR. LITTS: Okay.

22 A. That's correct.

23 MR. LITTS: I think we've established that
24 fact. Let's move on.

25 MR. FENNICK: There's one that you missed.

D. Sotack - Redirect

1 I think she said that it is her normal practice that she
2 would have contacted the parents.

3 **MR. LITTS:** Yes. And she said she didn't --
4 that's her practice. She didn't know if she followed her
5 practice.

6 **MR. FENNICK:** I agree.

7 **MR. LITTS:** I heard that testimony as well.
8 All right. Let's move on.

9 **MS. SCHURDAK:** Okay.

10 **Q.** In J-26, your December 8th, 2008 letter, on Page
11 2 you conclude, do you not, that many of the issues
12 identified in the school district's complaint dated July
13 2nd, 2008 are beyond the scope of jurisdiction of your
14 office?

15 **A.** I did report that, yes.

16 **Q.** Okay. Can you go into a little more detail?
17 What specifically was outside your scope and that
18 therefore, you did not investigate?

19 **MR. FENNICK:** I think this has been asked and
20 answered.

21 **MR. LITTS:** I do, too. Just so we're clear,
22 I'm going to try to sum this up because there's a lot of
23 documents here and the board and myself are fully capable
24 of reviewing them. They seem self-explanatory. The
25 complaint, as I understood it, is Exhibit J-20, the

D. Sotack - Redirect

1 non-redacted copy, which is the July 2nd, 2008 letter to
2 the witness. It contains the names of, I believe, 28
3 students. It's my understanding that the witness -- the
4 December 8th, 2008 letter, which has been marked as Joint
5 Exhibit 26, was actually written by someone else, but
6 we've identified the first five students and those are the
7 five student whose files were either reviewed or there was
8 an attempt to review, but in one case a student's file was
9 not evaluated. Is that correct, ma'am?

10 A. I'm concerned about your statement that in one
11 case the student's file was not evaluated.

12 **MR. LITTS:** Well, it says at the bottom of
13 the December 8th letter, the file of Student No. 3 was not
14 reviewed because the student's not --

15 A. Right, because the student was not a special
16 education student.

17 **MR. LITTS:** But the -- when we're referring
18 to students 1 through 5, are we referring to these kids in
19 the first --

20 A. Yeah, in that first section.

21 **MR. LITTS:** Okay.

22 A. That's right.

23 **MR. LITTS:** Then we've had testimony and
24 questioning about issues related to regular education
25 students. The superintendent identified 16 students by

D. Sotack - Redirect

1 name and you've already testified that regular education
2 students are beyond your purview.

3 A. Exactly.

4 **MR. LITTS:** No jurisdiction. So, you can't
5 say anything about that. And then the last issue would be
6 the seven students that are identified at the bottom of
7 the superintendent's letter by name, and if I'm reading
8 the report correctly, that was not an issue that was
9 addressed in your formal CIR. Am I correct?

10 A. I'm reviewing my paragraph here?

11 **MR. LITTS:** Yes.

12 A. To make sure we agree. I reviewed the files for
13 Students 6 through 28. That's the second two sets of
14 students.

15 **MR. LITTS:** Where is that noted?

16 A. On Page 3 of the December 8th letter.

17 **MR. LITTS:** Okay.

18 A. Those students were found to be no longer
19 eligible and the parents agreed to the exits. The review
20 for those students took place as part of the on-site
21 review, not as part of the complaint.

22 **MR. LITTS:** All right. And so you did
23 not --

24 A. They were not reviewed for the complaint for a
25 second time.

D. Sotack - Redirect

1 **MR. LITTS:** And even though you received
2 this letter from the superintendent, you didn't do any
3 additional review of this file?

4 A. Of those files.

5 **MR. LITTS:** Okay. Because you had done
6 them --

7 A. I had done them before.

8 **MR. LITTS:** All right. I think that
9 accurately sums up her testimony. So, I hate to usurp the
10 attorneys, but, again, you guys, let's see the forest
11 through the trees here. There's a lot of very good
12 documentation to answer these questions. Do you have
13 additional questions on that?

14 **MS. SCHURDAK:** I do.

15 **MR. LITTS:** Okay.

16 **Q.** Page 3 of the report, the roughly 16 students
17 that were declassified, did that seem to you to be an
18 alarming or an -- strike that. Was that an unusually
19 high number of students that would be declassified from
20 special ed to regular ed?

21 **MR. FENNICK:** Objection.

22 A. You're asking my opinion about that?

23 **Q.** Yes, I am.

24 **MR. FENNICK:** I'm going to object to it. I
25 think it was asked and answered.

D. Sotack - Redirect

1 **MR. LITTS:** Well, I'm going to allow her to
2 answer the question.

3 A. It's not a high number. It's been my experience
4 that evaluation teams who are the only people empowered
5 to determine eligibility, except for a hearing officer if
6 there's a dispute, commonly evaluate based on the context
7 and the environment in which a student is being educated.
8 And there is a vast difference between how a child can
9 function in a classroom with a teacher, an aide and 10
10 students as compared to how a child can function, the
11 same child, in a classroom of 23, 25, 30 students and a
12 teacher or perhaps even two teachers. There's a vast
13 difference. And many, many students do quite well
14 without special education eligibility in the first
15 environment and need additional specially designed
16 instruction in the second environment. So, it does not
17 surprise me that there would be that difference when you
18 see a student going from a large environment to a smaller
19 environment.

20 Not only that, but some students in the charter
21 school come from local school districts, but some come
22 from city schools where the environment is -- I mean, you
23 might as well be on Mars compared to the charter school
24 environment. And they may very well have been evaluated
25 in their original environment and found to be eligible

D. Sotack - Redirect

1 whereas when they're reeval -- reevaluated in the more
2 small, nurturing environment, they are able to function
3 quite well. So, it does not surprise me in the least.

4 **Q.** You've never reviewed the charter that exists
5 between the parties?

6 **A.** No.

7 **Q.** That wouldn't be --

8 **A.** No.

9 **Q.** Okay. I think you referenced on cross
10 examination that there were some complaints you received
11 with respect to Pocono Mountain School District.

12 **A.** I did.

13 **Q.** It's fair to say that the Pocono Mountain School
14 District school population -- and I'm going to estimate,
15 is roughly 12,000 students?

16 **A.** Yes. I know it's very large.

17 **Q.** In comparison, the charter school -- again,
18 estimate -- around 350?

19 **A.** Um-hum.

20 **MR. LITTS:** Is that a yes?

21 **A.** Yes. I'm sorry, yes. Somewhere in there.

22 **Q.** Okay. The special ed students that have a
23 learning disability --

24 **A.** Um-hum.

25 **Q.** -- that learning disability, generally speaking,

D. Sotack - Redirect

1 is going to stay with them irrespective of the class
2 size?

3 A. Um-hum.

4 Q. In terms of the 16 or so students that were
5 declassified that were procedurally part of your review,
6 did you go back to see and check, you know, what school
7 they came from originally --

8 A. Um-hum.

9 Q. -- how long they were in the charter school --

10 MR. FENNICK: I'm going to object. She is
11 trying to impeach her own witness because she didn't like
12 the answer that she got to the previous question by trying
13 to imply that Miss Sotack doesn't have the knowledge to
14 determine whether it's appropriate for this many kids to
15 be exited from special education. She --

16 MR. LITTS: Well --

17 MS. SCHURDAK: Can I respond for the record?

18 MR. LITTS: Both of you hold up for a
19 second. I just want to let you into my thinking here.
20 Again, we have a lot of correspondence here. Both sides,
21 I understand, are trying to put their best position
22 forward related to those documents, okay, and like a lot
23 of other things, probably often in the middle. I'm not
24 saying any conclusions, but what I think we have here, and
25 again, I think the documents basically speak for

D. Sotack - Redirect

1 themselves, is what the issue was perceived by the
2 department and what conclusions they reached.

3 If you want to ask the witness what was the
4 issue you investigated, what was your conclusion, why,
5 let's stick to that. I don't think this witness is going
6 to testify to that she individually reviewed any
7 individual file for appropriateness.

8 **THE WITNESS:** I did not. I cannot.

9 **MR. LITTS:** Right? I understand that. And
10 we also understand the jurisdiction of the department on
11 compliance, so -- but both of you very capably have
12 addressed that issue, so I'm going to sustain your
13 objection for this one. And, again, Ellen, if you have
14 any other questions, that's fine.

15 **MS. SCHURDAK:** I just want to make clear for
16 the record that I'm not impeaching my own witness, that
17 actually opposing counsel was given the opportunity to go
18 way beyond the scope of my direct and because of that, in
19 essence, the parties had agreed that this was going to be
20 a very flexible approach and that I was crossing.

21 **MR. LITTS:** I understand that. And, again, I
22 think I want both counsel to understand the difference
23 between compliance and individual assessment. I think the
24 board gets it, I get it, and you don't have to keep asking
25 questions about it because I think that the facts are out

D. Sotack - Redirect

1 there. I'm not really interested in your spin on the
2 facts. I'd like to hear facts from this witness.

3 So, if there's additional questions to be
4 had for this witness related to what she did or didn't do
5 or what was asked to do, fine. You both will have the
6 opportunity to present people from the local level to
7 explain what you did at the local level of the concerns
8 that you had respective of the local position because
9 that's where I think the appropriate testimony is on the
10 issue of assessment.

11 **MR. FENNICK:** But, Mr. Litts, I just want to
12 add, I'm not disagreeing with anything that you said. I
13 understand where you are on the evidence. I just want to
14 point this out because perhaps you didn't catch the
15 significance of this. Counsel for the district asked Miss
16 Sotack a question that goes beyond what you just said,
17 which was, "Did you find it to be unusual that they exited
18 this many kids from special education?"

19 **MR. LITTS:** And she already answered --

20 **MR. FENNICK:** The answer was not favorable
21 to the school district, and now she's trying to establish
22 that she doesn't have the foundation for deciding whether
23 it was favorable or not favorable.

24 **MS. SCHURDAK:** It's cross examination.

25 **MR. LITTS:** Well, hold up. What I

D. Sotack - Redirect

1 understood the witness to say is, she was asked that
2 question, she gave an answer, a hypothetical answer; it's
3 not unusual that you might have 16 kids exit out of
4 special education. I didn't hear -- and maybe I'll ask
5 the question. Are you -- in the case of Pocono Mountain
6 Charter School, it's been represented that 16 students
7 were exited from special education into regular education.
8 Do you have any knowledge about any one of these 16
9 students to assess whether or not that was appropriate?

10 A. No.

11 **MR. LITTS:** Okay. I do see in your December
12 8th, 2008 letter, which is Joint Exhibit 26, on Page 3,
13 that allegation, the allegation that students were
14 improperly exited from special ed, was reviewed by your
15 office. Is that correct?

16 A. Yes, during the on-site file of the on-site
17 review.

18 **MR. LITTS:** And the manner in which you
19 reviewed that is that you looked at the files to determine
20 whether or not the appropriate paperwork in this case, the
21 Notice of Recommended Educational Placement or NREPs, were
22 executed for that determination.

23 A. Yes.

24 **MR. LITTS:** Is that correct?

25 A. That was part of it.

D. Sotack - Redirect

1 **MR. LITTS:** Okay. Was there anything else
2 that you reviewed with regard to the allegation of kids
3 being improperly exited from special education services?

4 **THE WITNESS:** Well, there was procedural
5 steps to a compliant reevaluation. There's timelines,
6 there's completion of the form so that all the information
7 is present and parental agreement as demonstrated by the
8 signer.

9 **MR. LITTS:** Yeah.

10 A. So, all those things clustered together is what I
11 used in my on-site review.

12 **MR. LITTS:** And then typically with those
13 types of items there's some type of paper trail associated
14 with that?

15 A. Exactly.

16 **MR. LITTS:** And, so, would it be correct to
17 say or fair to say you would be looking for that paper
18 trail to see if there was a reeval, or, you know, they
19 complied with this time line and there was an IEP team
20 meeting or there NREP --

21 A. Exactly.

22 **MR. LITTS:** And, so, is that what you
23 reviewed in making the conclusion that's stated in this
24 letter?

25 A. Yes.

D. Sotack - Recross

1 **MR. LITTS:** Okay. Is that helpful?

2 **MS. SCHURDAK:** One question. Yes, it was
3 helpful. I have one question.

4 **Q.** Did you, as part of your investigation, follow up
5 with the students who were declassified and transferred
6 from the charter school to the district to see whether or
7 not those students remain as special -- whether they were
8 classified as special ed when they returned to the
9 district or whether they continued to not need services?

10 **A.** No, I didn't. There would be no reason to do
11 that.

12 **Q.** So, your investigation did not include going back
13 to the district?

14 **A.** No.

15 **Q.** For follow-up information?

16 **A.** Uh-uh.

17 **MS. SCHURDAK:** I have no further questions.

18 **MR. FENNICK:** I have two.

19 **MR. LITTS:** Okay, Mr. Fennick.

20 - - -

21 **RE CROSS EXAMINATION BY MR. FENNICK:**

22 **Q.** Number one, did you find evidence that the
23 charter school had doctored or fabricated any documents
24 in your investigation?

25 **A.** I did not.

D. Sotack - Redirect

1 **Q.** Number two, did you receive a response from the
2 school district to your letter of December 8th, which is
3 Exhibit J-26, stating, in essence, that you had gotten
4 things wrong?

5 **A.** No, I did not.

6 **MR. FENNICK:** Okay. That's all.

7 **MS. SCHURDAK:** One follow-up question.

8 **MR. LITTS:** All right.

9 - - -

10 **REDIRECT EXAMINATION BY MS. SCHURDAK:**

11 **Q.** Do you have any training in the area of forensics
12 that would aid you to determine whether or not any
13 records were falsified?

14 **MS. SCHURDAK:** He asked the question.

15 **MR. FENNICK:** It was --

16 **MR. LITTS:** Let her answer. I think there's
17 going to be a simple answer to this.

18 **A.** As a matter of fact, we do have training based on
19 that. It's incorporated in the training that we receive
20 offered by Kevin McDowell, who used to be affiliated with
21 Great Lakes, something, something, something -- GLARCC.
22 I'm sorry, I just don't know, G-L-A-R-C-C or something
23 like that. So, I've participated in that training twice
24 in the eight years that -- you know, sequentially in the
25 eight years. And in my experience, it's quite evident

D. Sotack - By Mr. Litts

1 when whiteout or something of -- you know, doctored --

2 Q. You had --

3 A. -- Xeroxes are fairly apparent in files and I've
4 seen them and encountered them in the course of other
5 reviews and I did not encounter anything that raised
6 questions for me at the charter school.

7 Q. Two training sessions in eight years. I just
8 want to be clear.

9 A. By that specific -- that specific training
10 agency, yes.

11 MS. SCHURDAK: Okay. Thank you.

12 - - -

13 BY MR. LITTS:

14 Q. Ma'am, I have two questions. If I heard you
15 correctly, you said you taught as a special ed teacher
16 for five years?

17 A. I didn't say any specific time.

18 Q. Okay. How long did you teach special ed?

19 A. I worked as a special ed -- you know, I'd have to
20 go back and count. Let me see. Three, six years.

21 Q. Okay. Is that at a school district of
22 Pennsylvania?

23 A. It was in a school district. I worked for a
24 psych facility as their educator for three years and I --
25 three more years at a little private school outside of

1 Philadelphia.

2 MR. LITTS: All right. Any other questions
3 for this witness?

4 MS. SCHURDAK: No.

5 MR. LITTS: Thank you very much, ma'am.

6 THE WITNESS: Thank you. Am I excused or
7 will I be called back?

8 MR. LITTS: Yes. Based upon this, do I have
9 an understanding from counsel we don't need to call this
10 witness again?

11 MR. FENNICK: I do not anticipate it. I
12 appreciate your coming very much.

13 MR. LITTS: Could I just have those extra
14 copies? Thank you. Do you need -- we have one.

15 MS. SCHURDAK: Very quickly. I'm going to
16 ask counsel -- it's a records custodian. To help
17 expedite, perhaps I can put the witness on the stand to
18 authenticate the records and make copies afterwards?

19 MR. FENNICK: We have not seen these before,
20 I don't believe.

21 MS. SCHURDAK: They're not within my
22 possession. They're in the possession of the county.

23 MR. FENNICK: Well, it appears that you've
24 had them for at least some time today.

25 MS. SCHURDAK: During the hearing.

1 **MR. FENNICK:** Yes, where you could have --

2 **MS. SCHURDAK:** The last 20 minutes.

3 **MR. LITTS:** Hold up. Let's take a two
4 minute break. You guys could haggle.

5 (Recess was taken.)

6 **MS. SCHURDAK:** I will call Ms. May-Silfee?

7 **MS. SARA MAY-SILFEE:** Silfee.

8 **MS. SCHURDAK:** Silfee, to the stand.

9 - - -

10 SARA MAY-SILFEE, having been duly sworn, was examined and
11 testified as follows:

12 **DIRECT EXAMINATION BY MS. SCHURDAK:**

13 **Q.** Good afternoon, Ms. May-Silfee.

14 **A.** Hi.

15 **Q.** Hi. Sorry to keep you so late.

16 **A.** It's okay.

17 **Q.** I'll try be brief. Where is it that you are
18 employed?

19 **A.** Monroe County Director of Elections and Voter
20 Registration.

21 **MR. ANDERS:** Before we get into her
22 testimony, there are certain objections that I'd like to
23 put on the record. With regard to -- as to SD Exhibit 6,
24 based upon my cursory review of that comp -- the packet of
25 exhibits, because it contains more than one document.

S. May-Silfee - Direct

1 Initially, this is all that occurred --

2 **MR. LITTS:** Can I have a copy of School D 6?

3 **MS. SCHURDAK:** I have two copies and I'll
4 give a copy to the witness just to expedite things.

5 **MR. LITTS:** Continue, Mr. Anders.

6 **MR. FENNICK:** Sorry. Mr. Litts, you're
7 giving board members exhibits that have not yet been
8 introduced into the record.

9 **MR. LITTS:** That's right. And if there's a
10 determination made that they're not going to be entered
11 into evidence then they won't consider them. We're not
12 making any decisions today, Dan.

13 **MR. FENNICK:** Well, I understand that, but
14 if an exhibit is not going to be entered, should the board
15 be seeing them?

16 **MR. LITTS:** I'll give them an instructor
17 [sic], if that's the case.

18 **MR. ANDERS:** The objections are as follows.
19 First of all, we've had no prior notice of this from Miss
20 Schurdak. You gave her a directive as to what she was to
21 produce with regard to entanglement or allegedly
22 unconstitutional entanglement between this school and the
23 church. You directed that she provide us with that
24 information and the -- you said the school district
25 administration shall provide the following to charter

S. May-Silfee - Direct

1 school's lead counsel in these proceedings: A written
2 explanation describing the conduct, actions or activities
3 it relies upon to support its assertion of un
4 constitutional [sic] --

5 In her response to your letter -- in her
6 letter dated July 9th, she says, "The school district
7 reserves the right to introduce evidence relating to the
8 entanglement between the church and the school, which, by
9 way of example, was brought to head during the election
10 held in November of 2008. The charter school sign, paid
11 for by the charter school, has also been known to
12 advertise with the church and school related activities."
13 There's no specifics about that in her letter.

14 She also in her letter relies upon answers
15 to interrogatories. She says, "Advertisement which
16 jointly advertised the church -- the charter school and
17 the church, promotional materials which advertise both the
18 charter school and the church, all reports from parents,
19 which describe that the students are treated differently
20 based upon whether or not the students or the students'
21 family members attends the church, the alter-ego
22 relationship that exists between the charter school and
23 the church."

24 In their supplemental answer it says -- it
25 was very informative -- it says, "The school district

S. May-Silfee - Direct

1 objects to this request to the extent it seeks reports
2 from experts not been utilized in the revocation hearing
3 and to the extent it seeks the mental impressions of
4 counsel."

5 I'm looking at this -- in addition, these
6 documents all relate to something that occurred in
7 November of 2008, which is a considerable period of time
8 after the revocation notice. If the school board didn't
9 have the information in front of them at the time they
10 made the motion for revocation, then it's not proper
11 evidence because it wasn't relevant.

12 Finally, I might as well, while we're on the
13 issue, one of the documents here appears to be an e-mail
14 to someone from Grier Haslam containing an e-mail that was
15 forwarded to him by some woman who apparently was at the
16 polling place at the charter school on the date of the
17 election in November of 2008, which alleges certain
18 conduct that transpired which is certainly not -- we were
19 not put on notice of. And I don't even know who these
20 people are. And it said part of it -- it sets about -- "I
21 noticed on the inside of the building on election day,"
22 whoever Claudia Johnson is --

23 **MR. LITTS:** Well, Mr. Anders, you don't have
24 to read the e-mail to me, I'm capable of reading, but do
25 you have any other objections? I understand your

S. May-Silfee - Direct

1 objection is, A, you haven't received this; B, you're
2 asserting that you weren't put on notice as to the voting
3 piece; and, C, that there are some documents within here
4 that may constitute hearsay upon hearsay and you're
5 concerned that -- for what purpose it might be used. Am I
6 accurately summarizing?

7 **MR. ANDERS:** And relevance.

8 **MR. LITTS:** Okay. And relevance. Is there
9 any other objections that you have?

10 **MR. ANDERS:** No. That sums it up.

11 **MS. SCHURDAK:** May I respond for the record?

12 **MR. LITTS:** Yes.

13 **MS. SCHURDAK:** When Mr. Anders was reading
14 the discovery responses, I specifically -- he specifically
15 read the following issue, the voting issues that occurred
16 November 2008. He's been on notice.

17 On September 9th of this year, Counsel,
18 along with yourself, had a conference call. During the
19 conference call I was asked what witnesses was I going to
20 present for today and a quick summation.

21 Again, this person was identified during the
22 phone conversation. She, as a county employee, is in
23 possession of records. I do not, in discovery, have an
24 obligation, a duty, a responsibility to give them
25 documents that aren't in my possession. This witness came

1 S. May-Silfee - Direct
2 with the documents.

3 This information is relevant. They've been
4 on notice, as Attorney Anders actually read into the
5 record, and the charter provides the following condition:
6 "Before the school district can move to revoke the charter
7 school's charter, it must give the charter school 60 days
8 notice." The 60 days notice is to provide the charter
9 school with an opportunity to cure any and all alleged
10 deficiencies.

11 So, the charter school's behavior today is
12 relevant and it's being offered -- this witness is being
13 offered for that purpose.

14 Let me give you the reverse. If we had said
15 in our notice that you weren't doing A, you know if they
16 corrected A, they'd want to show evidence of that.

17 I'm allowed to pursue questions as to what
18 the charter school is doing today or November 2008 after
19 they receive notice of the revocation hearing and the 27
20 areas of concern.

21 **MR. FENNICK:** I --

22 **MR. ANDERS:** I think -- one thing Ms.
23 Schurdak forgets about the notice, it doesn't say anything
24 about correcting issues. It simply says we're going to
25 revoke your charter. So, they did not abide by the
 charter, as it clearly states.

S. May-Silfee - Direct

1 In addition, with regard to this -- that
2 we're on notice, I don't know how the school district
3 reserves the right to introduce evidence related to the
4 entanglement between the church and the school which, by
5 way of example, was brought to a head during the election
6 held November of 2008. How does the use of bathrooms and
7 things of that nature and availability of bathrooms and
8 the layout of the polling place have anything to do with
9 that? I was there.

10 **MS. SCHURDAK:** Because it goes to non --

11 **MR. ANDERS:** And so this --

12 **MR. LITTS:** Mr. Anders, let's keep your
13 voice down. I want to have someone --

14 **MR. ANDERS:** I'm just having a real hard
15 time --

16 **MR. LITTS:** I'm going to ask both counsel to
17 sit down right now, both of you. I realize this is a long
18 day. I realize that advocacy can, you know, get people's
19 tempers up, but we don't need to yell and scream at each
20 other and I want you to refrain from doing that. I
21 understand your issues and let me address them now.

22 First off, I've said this umpteen times
23 before, but to the extent objections are made by either
24 party, they are preserved for the record, all right? In
25 the event that the board ultimately decides not to revoke

S. May-Silfee - Direct

1 the charter, the charter school will operate. If they
2 reach a different conclusion and revoke the charter, as
3 I've said before, and I know the law very clearly on this,
4 there are no de novo reviews. So, if there are any
5 mistakes made, there will be a review of that. And we are
6 trying to do the best we can under the circumstances to
7 keep this thing moving. Now, let's get to the objections.

8 First, as to the notice, I agree with Miss
9 Schurdak that there was information. It is my
10 recollection that this specific issue as to the voting
11 place was also discussed at the June 10th session that was
12 held in this room and an attorney from your office was
13 present. So, to suggest that you weren't -- the charter
14 school wasn't on notice that this would be addressed, I
15 don't think is accurate.

16 Second, I also recall that to the extent
17 that we had a conference call and I did participate on it,
18 one of the issues that we discussed specifically was the
19 witnesses that the school district would be calling today
20 and Miss Schurdak specifically identified that an employee
21 from Monroe County would be called to discuss this -- this
22 election issue. So, I believe there's sufficient notice.

23 What I'm hearing represented by school
24 district counsel, and I'm looking for her to correct me if
25 I'm wrong, this is the first -- you got these today?

S. May-Silfee - Direct

1 **MS. SCHURDAK:** Yes. We can stop --

2 **MR. LITTS:** Thank you. So, under the
3 circumstances, you're both in the same boat as far as
4 getting the documents for the first time.

5 As to the final issue, I agree with
6 Mr. Anders, this may or may not be relevant. I don't know
7 how many times I have to keep telling you guys this; some
8 of this stuff the board may ultimately conclude is either
9 not relevant or we shouldn't give it weight or we're not
10 going to give it as much weight as one of the parties
11 wants to give to this. And that is part of the evaluation
12 process.

13 So, I appreciate your desire to be zealous
14 advocates for your respective parties. I will remind you,
15 though, however, this isn't a jury. We have some level of
16 sophistication and we can present the information and
17 we're going to sift through it and you will have the
18 ability to file briefs on these issues and to make oral
19 argument to hammer home these points to the extent that
20 they've been missed earlier in that.

21 So, with that, let's have this individual
22 offer the testimony. She's a good public servant that's
23 been sitting here all day. Let's get it on the record. I
24 fully understand the concerns of the parties. You've all
25 preserved your issues, and, again, the board will sift out

S. May-Silfee - Direct

1 whether or not it's relevant or not. Okay? So, with
2 that, you could call your witness.

3 **MS. SCHURDAK:** Thank you.

4 **Q.** Sorry for that.

5 **A.** It's okay.

6 **Q.** Miss May-Silfee, I think I was asking you for
7 your business address. I may be mistaken, but just for
8 purposes of the record --

9 **A.** It's 1 Quaker Plaza, Room 105, Stroudsburg, PA,
10 18360.

11 **Q.** I know you briefly said your job title. Can you
12 tell everyone what you do for the county and voter
13 registration?

14 **A.** The Director of Elections. I oversee all the
15 elections and where the elections are held and voter
16 registration, all voter registration.

17 **Q.** In the regular course of business, do you
18 maintain records as it relates to each voting polling
19 place?

20 **A.** Correct.

21 **Q.** Okay. Did you bring with you today -- and I know
22 it's a copy that I made -- records that were maintained
23 by your office with respect to the voting district that
24 I'm going to refer to as Coolbaugh 3?

25 **A.** Correct.

S. May-Silfee - Direct

1 Q. Is **SD-6** a true and correct copy of the records
2 that are maintained by your office?

3 A. Correct.

4 MS. SCHURDAK: I would offer SD-6 into
5 evidence.

6 MR. ANDERS: Objection. She hasn't
7 established that they are admissible -- an exception to
8 the hearsay rule based upon the business record exception.

9 MR. LITTS: Your objection's noted and it's
10 overruled. Do you have anything else for this witness?

11 MS. SCHURDAK: I have nothing further.
12 Well, one question, I should say.

13 Q. Did you have any conversations with Pastor Bloom
14 with respect to -- and I'm not talking about in general,
15 but just over the voting Coolbaugh 3 polling place?

16 A. Yes.

17 Q. Can you tell the members here who are present
18 what those conversations were?

19 A. The use of the facility, where we'd be
20 entering/exiting, there was a -- a bathroom issue the day
21 before, there was a lighting issue the day of, and a
22 money issue that came up the day before.

23 Q. Were you on-site the day of the voting?

24 A. At -- no. I cannot leave the courthouse.

25 Q. Okay.

S. May-Silfee - Cross

1 **MS. SCHURDAK:** No further questions.

2 **MR. LITTS:** Cross?

3 - - -

4 **CROSS EXAMINATION BY MR. ANDERS:**

5 **Q.** There purports to be an e-mail in this packet.

6 **A.** Okay. This one, Marshall?

7 **Q.** Yes.

8 **A.** Okay.

9 **Q.** It's supposedly, I guess, an e-mail from Grier
10 Haslam?

11 **A.** Okay.

12 **Q.** Do you know who he is?

13 **A.** A voter up at Coolbaugh 3.

14 **Q.** Does he have any official position with the
15 county?

16 **A.** No. He's just -- I was told to bring any
17 complaints I got with me.

18 **Q.** Oh. You were told to bring complaints in. Were
19 you told to bring anything that lauded the charter school
20 for the way it handled the voting?

21 **A.** Any records I had on that.

22 **Q.** The e-mail from Grier Haslam is not addressed to
23 the Board of Elections, is it?

24 **A.** No.

25 **Q.** In fact, there's some handwritten notes at the

S. May-Silfee - Cross

1 top on the first page of this document, which says, "Copy
2 Commiss and Sara."

3 A. Um-hum.

4 Q. But the original document was not sent to the
5 board?

6 A. No.

7 Q. You have no personal knowledge of the e-mail from
8 Claudia Johnson to Grier Haslam?

9 A. No.

10 Q. So, you can't verify -- I can't ask you questions
11 about whether these conditions actually existed at the
12 polling place at the time of the election?

13 MR. LITTS: But you can. She doesn't know.

14 MR. ANDERS: Well, I can't ask her questions
15 because she'll say, "I don't know."

16 MR. LITTS: Yeah.

17 A. I know some issues that went on that day, but,
18 like you said, all of them, no, I have no idea.

19 Q. Some of these, the contents of this, have to do
20 with fire code and things like that?

21 A. That's what it says, yes.

22 Q. One of them was, if you look down the first page,
23 it says there were two bathrooms in the hallway. They
24 were locked and not available for use.

25 A. Correct.

S. May-Silfee - Redirect

1 Q. Now, isn't it true that prior to the election day
2 your office was put on notice that the bathrooms would be
3 closed, there would be a need for port-a-potties?

4 A. Yes. And I don't know if I should say this.
5 Well, my solicitor dealt with that.

6 Q. Okay. The reason the bathrooms were closed was
7 because the schools were open, correct? That's the
8 notification you got? It's in your records. I believe
9 it's --

10 A. Well, that's that's what the letter says.
11 Correct.

12 Q. Do you have any reason to doubt that the school
13 wasn't open on that day?

14 A. It was open.

15 Q. Okay. The first sentence on Page One says, "I've
16 never seen so many disabled people in my life collected
17 in one place." Do you know if that's accurate?

18 A. I have no idea.

19 MR. ANDERS: That's all I have.

20 - - -

21 REDIRECT EXAMINATION BY MS. SCHURDAK:

22 Q. What issues were you aware of that were contained
23 within the e-mail? Mr. Anders asked you were you aware
24 of some of the issues, you said yes.

25 A. The bathrooms, correct.

S. May-Silfee - Redirect

1 **Q.** Okay. What about the issue in Paragraph 4
2 regarding passing out of literature?

3 **A.** I was -- received many calls that day in
4 reference to that.

5 **Q.** When you say many calls, how many, roughly?

6 **A.** Fifteen.

7 **MR. ANDERS:** Objection. That's hearsay
8 again.

9 **MR. LITTS:** She said --

10 **MR. ANDERS:** She has no personal knowledge
11 of what happened there.

12 **MR. LITTS:** I thought the question was how
13 many phone calls did you receive about the literature.
14 That wouldn't be hearsay. You can answer that question.

15 **A.** Between 15 to 20.

16 **Q.** Can you put that in perspective? How many
17 complaints did you receive about any other --

18 **MR. ANDERS:** Objection. That calls for
19 speculation.

20 **MS. SCHURDAK:** How is it speculation?

21 **Q.** How many calls did you receive?

22 **MR. LITTS:** She can answer it.

23 **A.** How many calls did I receive about the bathroom
24 issue?

25 **Q.** No, sorry. How many polling places are there

S. May-Silfee - Redirect

1 approximately in Monroe County?

2 A. Fifty.

3 Q. Fifty?

4 A. Um-hum.

5 Q. In the 50 polling places, did you receive --
6 strike that. I'm getting tired, too. You received how
7 many calls roughly regarding handing out literature with
8 Polling 3?

9 A. The literature end of it, maybe 10, 15.

10 Q. Do you usually take the complaints as they come
11 in over the phone on voting day?

12 A. Myself or my office staff, yes.

13 Q. Do you have conversations with your office staff
14 so at the end of the day all of you are aware of
15 potential problem areas to correct for the future in
16 voting?

17 A. Um-hum. Yes.

18 Q. For the record --

19 A. Sorry. I personally dealt with everything at the
20 Tabernacle that day, though.

21 Q. Okay. At the school?

22 A. Yes. I'm sorry.

23 Q. Charter school. That's okay.

24 A. Yes.

25 Q. In your experience, then, was this a high volume

S. May-Silfee - Redirect

1 of calls that you received on Election Day, 2008, with
2 respect to this particular issue?

3 A. The whole day was a high volume of calls, so --
4 from everywhere.

5 Q. From everywhere?

6 A. Yeah.

7 Q. Okay.

8 A. No, I just mean it was a busy day.

9 Q. Okay. Can you quantify it, you know, in terms of
10 complaints, numbers, or not?

11 A. How many phone calls we received that day in our
12 office?

13 Q. Yes.

14 A. Over 5,000.

15 Q. Okay. About 15 to 20 you took with respect to
16 the handing out of religious literature?

17 MR. FENNICK: That is not what she said.

18 MR. ANDERS: Objection. That's not what she
19 said.

20 MR. LITTS: That's not what she said. She
21 said she received 15 to 20 phone calls about passing out
22 literature.

23 MS. SCHURDAK: Okay.

24 Q. And what kind of literature? I'm sorry.

25 MR. ANDERS: Objection.

S. May-Silfee - Redirect

1 **MR. LITTS:** Well, see, if the question is --
2 why don't we do this? You testified you received 15 to 20
3 phone calls about passing out literature at the church
4 slash charter school, correct?

5 **THE WITNESS:** Correct.

6 **MR. LITTS:** Can you just tell us, what were
7 the nature of the telephone calls?

8 **MR. FENNICK:** Well, we object to you asking
9 her that question. There's got to be some -- I understand
10 you want to make a complete record, but there's got to be
11 some probative value to the evidence that's presented and
12 unless she knows who these people were and whether they
13 had the ability to see what they saw and whether they were
14 truthful --

15 **MR. LITTS:** And that's going to be an
16 argument. It isn't -- there's nothing inappropriate about
17 the question, "Did you get these phone calls and, if so,
18 what did they tell you?" That is not truth of the matter
19 asserted. I'm going to direct the board that unless
20 there's some non-hearsay testimony --

21 **MR. ANDERS:** It can only be for the truth of
22 the matter asserted.

23 **MS. SCHURDAK:** I'm going to object to both
24 counsel jumping in. I mean, that's not proper. Mr.
25 Anders is doing the direct, he really should be the only

S. May-Silfee - Redirect

1 one objecting at this point.

2 **MR. LITTS:** But the -- you know --

3 **MR. ANDERS:** It goes beyond hearsay. I
4 can't confront these people. I can't confirm who was on
5 the phone with her.

6 **MR. LITTS:** You need to sit down and listen,
7 Mr. Anders.

8 **MR. ANDERS:** I can listen well on my feet.

9 **MR. LITTS:** Okay. What did I just go
10 through? I said it's -- there's nothing inappropriate
11 asking, "Did you get a phone call and what did they tell
12 you?" I already said on the record two minutes ago that
13 absent further evidence or testimony in support of that
14 it is hearsay and I will be directing the board they
15 should give no relevance to it.

16 **MR. ANDERS:** Fine.

17 **MR. LITTS:** Okay? So, with that, ma'am,
18 could you just please describe -- we're on the 15 or 20
19 phone calls that you received about passing out
20 literature. What was the nature of those phone calls?

21 A. People just complaining that they were at a
22 polling place and they were being given literature about
23 the school and the church.

24 **MR. LITTS:** Any other questions?

25 **MS. SCHURDAK:** None.

1 **MR. LITTS:** Any other questions?

2 **MR. ANDERS:** No.

3 **MR. LITTS:** Okay. Could this witness be
4 excused? Thank you, ma'am. Any other testimony today?

5 **MS. SCHURDAK:** The only thing -- no further
6 testimony, but just for purposes of the record, I did
7 subpoena a board member to appear today, Mr. Brian
8 W-Y-N-O-T. Is there anyone here by that name? The
9 subpoena was served on counsel for the charter school. I
10 understand, though, based on conversations that occurred
11 off the record that I am free to serve this board member
12 myself and to contact and talk to him as if he were not
13 represented by counsel.

14 **MR. LITTS:** And I should clarify, attempt to
15 talk to. He's under --

16 **MS. SCHURDAK:** Yes.

17 **MR. LITTS:** -- no obligation to speak to
18 you.

19 **MS. SCHURDAK:** That's correct, but I can
20 have direct communications with the board member.

21 **MR. LITTS:** You can attempt to do that.
22 That is my understanding based on what we spoke to off the
23 record and not hearing any objection from either Mr.
24 Anders or Mr. Fennick, I believe that's an accurate
25 representation. Unless there's anything further, we're

1 going to stand in recess until October 1st, 2009 and we
2 will commence that hearing again in this room at 10
3 o'clock a.m. Thank you.

4 - - -

5 (Hearing concluded at 5:27 p.m.)
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

1
2
3
4
5
6
7 I hereby certify that the proceedings and
8 evidence are contained fully and accurately in the notes
9 taken by me at the hearing in the above matter; and that
10 the foregoing is a true and correct transcript of the
11 same.

12
13 _____
14 Jessica L. Holt, C.R.
15
16
17
18
19
20
21
22
23
24
25

\$	6:11, 20:1, 20:4, 20:5, 23:10, 47:9, 47:16, 48:1, 48:12, 54:25, 66:25, 92:4, 92:9, 117:24, 118:2, 124:20, 137:16, 138:20, 139:2, 160:16, 160:18, 206:19, 221:9, 247:9, 252:2 10,000 [1] - 38:25 10.88 [1] - 60:5 10/19/2007 [2] - 2:20, 152:8 100 [3] - 1:14, 29:12, 49:2 101 [1] - 169:13 105 [1] - 241:9 10:30 [1] - 1:8 10th [1] - 239:11 11 [2] - 6:11, 124:20 11/07/08 [2] - 3:9, 183:21 112 [1] - 2:6 113 [1] - 2:8 115 [1] - 114:5 116 [1] - 2:8 117 [1] - 2:9 12 [8] - 3:20, 60:5, 117:2, 151:20, 151:24, 152:6, 152:10, 152:24 12,000 [1] - 222:15 12,449 [1] - 52:21 12-06 [1] - 84:22 12/8/08 [2] - 3:10, 184:1 1200 [2] - 55:20, 56:1 12th [4] - 180:17, 181:6, 210:22, 210:23 13 [4] - 180:7, 180:12, 181:2, 182:15 13.30 [1] - 98:13 130 [2] - 2:9, 3:18 1305 [1] - 59:21 14 [6] - 20:10, 166:2, 166:7, 166:9, 182:18, 203:18 1423 [1] - 1:20 146 [1] - 2:10 14th [8] - 35:25, 144:5, 177:2, 189:6, 189:21, 196:20, 197:14, 214:21 15 [13] - 1:7, 2:4, 4:2, 41:5, 166:10, 182:21, 187:24, 246:15, 247:9, 248:15, 248:21, 249:2, 250:18 152 [1] - 2:20 157 [1] - 2:11 16 [11] - 18:23, 121:22, 173:7, 182:24, 189:5, 218:25, 220:16, 223:4, 226:3, 226:6, 226:8 1600 [1] - 59:11 164 [1] - 2:12 17 [1] - 183:2 1700 [1] - 46:15 17126 [1] - 158:11 1729(a) [1] - 4:9 17403 [1] - 1:21 18 [2] - 1:17, 183:5 180 [1] - 2:21 1800 [1] - 58:16 18018 [1] - 1:15 18104 [1] - 114:6 182 [3] - 2:23, 2:24, 2:25 183 [8] - 3:2, 3:3, 3:4, 3:5, 3:6, 3:7, 3:8, 3:9 18360 [3] - 1:18, 1:25, 241:10 184 [2] - 3:10, 3:11 19 [2] - 3:13, 183:8 1929 [1] - 115:3 196 [10] - 41:2, 42:21, 42:24, 43:2, 51:5, 51:6, 51:10, 52:18, 53:23 1976 [1] - 165:2 1978 [1] - 114:13 1980 [1] - 115:4 199 [1] - 2:12 1991 [2] - 115:1, 115:9 1992 [1] - 8:19 19th [1] - 153:9 1st [4] - 5:25, 28:15, 138:13, 252:1	2/14/08 [2] - 3:2, 182:25 2/21/08 [2] - 3:3, 183:3 2/6/08 [2] - 2:25, 182:22 20 [11] - 9:2, 15:13, 41:5, 173:15, 183:11, 232:2, 246:15, 248:15, 248:21, 249:2, 250:18 2000 [1] - 20:1 2002 [1] - 158:15 2004 [1] - 28:15 2005 [1] - 176:17 2006 [10] - 28:16, 69:17, 69:20, 70:6, 72:13, 72:21, 73:1, 138:13, 209:20 2007 [8] - 19:23, 31:1, 35:25, 61:19, 70:4, 123:18, 153:9 2008 [47] - 68:2, 69:12, 69:14, 135:20, 173:19, 176:13, 176:18, 176:21, 177:2, 179:13, 180:13, 180:16, 180:17, 181:3, 181:7, 181:16, 187:21, 187:25, 189:6, 191:3, 194:6, 194:20, 195:4, 196:13, 196:20, 197:10, 197:14, 199:25, 200:5, 205:5, 205:10, 207:23, 211:21, 214:21, 217:10, 217:13, 218:1, 218:4, 226:12, 234:10, 235:7, 235:17, 236:16, 237:17, 238:6, 248:1 2009 [12] - 1:7, 4:2, 11:2, 35:20, 69:3, 69:12, 73:19, 74:4, 74:7, 74:16, 135:18, 252:1 2017 [1] - 20:3 209 [1] - 37:17 20th [1] - 213:25 21 [2] - 183:14, 197:16 21st [6] - 68:2, 69:14, 135:20, 181:16, 189:20, 190:10 22 [3] - 183:17, 186:8, 187:9 226 [1] - 2:13 227 [1] - 2:12 23 [4] - 89:15, 90:10, 183:20, 221:11 230 [1] - 2:14 24 [2] - 183:23, 187:21 240 [1] - 2:15	2400 [2] - 43:2, 43:10 242 [1] - 3:19 243 [1] - 2:15 24th [7] - 185:17, 190:4, 193:18, 196:24, 196:25, 197:10, 213:17 25 [7] - 8:5, 29:23, 93:23, 165:4, 172:16, 183:25, 221:11 2500 [1] - 42:8 25th [1] - 28:15 26 [3] - 184:3, 218:5, 226:12 27 [2] - 184:6, 237:18 28 [10] - 3:14, 9:14, 210:7, 212:8, 212:15, 212:21, 213:2, 213:8, 218:2, 219:13 28th [1] - 196:13 2nd [15] - 179:13, 180:13, 180:16, 181:3, 191:3, 193:18, 194:2, 194:3, 194:6, 194:20, 207:23, 208:17, 210:21, 217:13, 218:1
!			
		3	
1	1 [20] - 12:24, 19:8, 63:8, 63:11, 63:13, 64:13, 68:5, 85:1, 88:5, 119:20, 119:21, 138:8, 201:21, 208:8, 210:6, 211:18, 211:20, 211:21, 218:18, 241:9 1,000 [1] - 129:7 1/15/09 [2] - 3:10, 183:24 1/21/08 [2] - 2:23, 182:16 1/24/08 [2] - 3:11, 184:4 1/3/2007 [2] - 3:17, 30:16 1/31/08 [2] - 2:24, 182:19 10 [27] - 2:4, 5:25,	3 [16] - 30:18, 63:11, 104:5, 118:12, 147:6, 153:9, 193:1, 193:16, 218:13, 219:16, 220:16, 226:12, 241:24, 242:15, 243:13, 247:8 3,000 [2] - 39:3, 129:8 30 [3] - 3:16, 170:24, 221:11 30,000 [1] - 66:10 300.211 [1] - 199:24 301 [2] - 41:21, 53:20 30th [1] - 20:1 31 [3] - 11:2, 114:13, 116:23 3100 [1] - 38:6 31st [10] - 13:10, 13:14, 35:20, 69:3, 71:20, 74:4, 74:7, 74:16, 83:21, 187:25 33,000 [2] - 38:14, 49:24 333 [1] - 158:10 34 [1] - 199:24 35 [1] - 3:17 350 [1] - 222:18 380 [1] - 59:3 392 [1] - 57:13	

4	7	abide ^[1] - 237:24 ability ^[3] - 127:4, 240:18, 249:13 able ^[15] - 15:1, 34:25, 47:15, 60:9, 60:17, 99:16, 124:15, 152:3, 184:14, 191:24, 199:1, 207:21, 208:3, 213:18, 222:2 above-captioned ^[1] - 1:5 absent ^[1] - 250:13 absolutely ^[3] - 83:24, 87:19, 213:12 Absolutely ^[7] - 41:8, 55:15, 110:3, 131:12, 145:21, 179:23, 212:25 absorb ^[1] - 60:18 Abstract ^[9] - 36:12, 36:16, 39:16, 39:21, 41:13, 53:15, 80:15, 85:4, 104:16 abundantly ^[1] - 33:18 acceptance ^[1] - 194:10 access ^[2] - 67:4, 195:2 accessible ^[1] - 51:9 accommodate ^[1] - 109:14 According ^[1] - 78:13 according ^[4] - 33:15, 58:19, 84:3, 101:18 account ^[1] - 148:5 accuracy ^[1] - 203:16 accurate ^[5] - 199:24, 200:7, 239:15, 245:17, 251:24 accurately ^[5] - 170:11, 205:17, 220:9, 236:6, 253:8 achieve ^[1] - 129:10 achieved ^[2] - 8:15, 9:23 acknowledged ^[2] - 213:17, 214:4 acknowledgment ^[4] - 197:6, 199:8, 209:19, 210:9 acreage ^[2] - 39:11, 39:12 acres ^[3] - 39:13, 124:6, 124:20 act ^[2] - 9:8, 198:10 Act ^[3] - 13:2, 115:3, 153:19 action ^[9] - 149:17, 160:8, 191:19, 191:22, 192:9, 192:12, 199:21, 211:25, 212:2 actions ^[2] - 191:16, 234:2	activities ^[10] - 150:6, 158:21, 160:5, 160:10, 161:6, 164:22, 173:6, 215:21, 234:2, 234:12 activity ^[2] - 188:4, 188:11 actual ^[11] - 26:17, 50:12, 76:18, 84:2, 87:2, 159:16, 178:14, 193:1, 196:16, 201:8 add ^[1] - 225:12 added ^[2] - 40:12, 43:16 addition ^[7] - 77:16, 77:25, 78:13, 78:16, 124:20, 235:5, 238:1 additional ^[10] - 5:19, 14:22, 23:8, 55:11, 67:5, 68:17, 220:3, 220:13, 221:15, 225:3 additionally ^[1] - 66:18 address ^[16] - 8:3, 18:23, 23:3, 95:1, 114:3, 124:3, 127:1, 156:13, 158:9, 158:10, 169:18, 170:4, 190:9, 203:19, 238:21, 241:7 addressed ^[7] - 181:3, 187:2, 207:22, 219:9, 224:12, 239:14, 243:22 addresses ^[2] - 102:24, 166:9 adhered ^[1] - 163:7 adjacent ^[3] - 27:14, 55:18, 58:4 adjust ^[1] - 62:24 adjustment ^[2] - 106:21, 106:22 adjustments ^[2] - 11:15, 11:17 Administration ^[3] - 1:6, 1:15, 6:1 administration ^[6] - 4:18, 24:25, 25:11, 25:12, 156:10, 233:25 administrative ^[1] - 6:21 admissibility ^[1] - 187:2 admissible ^[1] - 242:7 admit ^[2] - 64:13, 64:16 admitted ^[1] - 63:11 admitting ^[2] - 33:8, 184:25 adults ^[1] - 190:15	advance ^[5] - 160:19, 160:22, 185:9, 212:24, 213:6 advantageous ^[1] - 47:14 advertise ^[2] - 234:12, 234:17 advertised ^[1] - 234:16 Advertisement ^[1] - 234:15 advertising ^[1] - 5:24 advice ^[2] - 18:7, 134:19 advised ^[2] - 24:11, 64:11 Advisor ^[2] - 158:13, 164:17 advisor ^[1] - 172:24 advisory ^[1] - 8:24 advocacy ^[1] - 238:18 advocate ^[1] - 126:19 advocates ^[1] - 240:14 aerial ^[2] - 119:7, 124:17 affect ^[6] - 48:17, 61:6, 66:20, 102:19, 109:20, 110:1 affected ^[1] - 137:19 affiliated ^[2] - 115:15, 229:20 affiliations ^[1] - 115:13 affirmed ^[1] - 157:15 afford ^[1] - 60:18 afternoon ^[5] - 114:1, 114:2, 157:18, 157:19, 232:13 afterwards ^[1] - 231:18 age ^[5] - 44:3, 107:11, 107:12, 114:15, 168:14 agencies ^[1] - 159:5 agency ^[2] - 203:16, 230:10 Agency ^[4] - 4:10, 17:4, 17:11, 75:23 agents ^[1] - 86:13 ago ^[19] - 9:3, 9:4, 9:18, 10:7, 27:2, 27:3, 52:20, 61:15, 68:1, 68:4, 68:9, 68:20, 68:23, 70:2, 71:18, 103:12, 172:14, 185:23, 250:12 agree ^[22] - 34:19, 87:8, 94:19, 112:16, 118:24, 133:10, 133:13, 134:12, 137:4, 139:4, 139:16, 141:10, 155:7, 171:4, 182:4, 207:17, 211:9,
5	8			
5 ^[26] - 2:19, 21:18, 26:14, 36:8, 47:9, 62:6, 62:22, 79:10, 79:25, 82:1, 91:16, 91:22, 103:24, 126:8, 126:15, 130:3, 133:2, 137:9, 141:22, 151:8, 152:7, 211:19, 211:20, 211:21, 218:18 5,000 ^[1] - 248:14 5-D ^[1] - 87:9 5-E ^[1] - 87:9 50 ^[3] - 115:8, 150:22, 247:5 504 ^[3] - 165:25, 166:3, 166:11 5050 ^[1] - 114:5 509 ^[1] - 1:24 570 ^[1] - 1:25 5:27 ^[1] - 252:5 5th ^[1] - 5:25	8 ^[5] - 79:24, 80:3, 84:4, 84:13, 210:16 8/13/09 ^[2] - 3:17, 35:15 8/4/09 ^[1] - 2:20 80 ^[11] - 36:20, 37:7, 37:10, 37:16, 41:3, 41:4, 41:7, 56:23, 80:12, 80:19, 105:20 8th ^[12] - 197:3, 199:6, 205:5, 205:10, 209:20, 210:9, 217:10, 218:4, 218:13, 219:16, 226:12, 229:2			
6	9			
6 ^[11] - 2:20, 50:8, 135:18, 151:14, 212:8, 212:15, 212:21, 213:2, 219:13, 232:23, 233:2 60 ^[2] - 237:6, 237:7 611 ^[12] - 37:17, 45:25, 46:2, 46:5, 46:6, 49:7, 52:11, 52:18, 56:23, 105:12, 105:13, 105:19 620 ^[2] - 54:2, 79:10 63 ^[3] - 3:20, 12:22, 13:23 663 ^[2] - 52:5, 106:3 67 ^[1] - 2:5 6th ^[1] - 5:25	9/1/09 ^[2] - 3:18, 130:1 940 ^[6] - 41:22, 42:7, 53:20, 56:13, 57:7, 58:25 940/196 ^[1] - 52:11 99 ^[1] - 2:5 992-7766 ^[1] - 1:25 9th ^[3] - 19:23, 234:6, 236:17			
	A			
	a) ^[1] - 139:9 a.m ^[5] - 1:8, 5:25, 91:16, 91:22, 252:3			

<p>211:14, 217:6, 219:12, 239:8, 240:5</p> <p>agreed [9] - 7:10, 99:1, 127:15, 155:3, 156:18, 171:10, 186:16, 219:19, 224:19</p> <p>Agreement [2] - 3:14, 28:3</p> <p>agreement [28] - 6:5, 21:10, 21:12, 23:3, 23:6, 27:20, 27:25, 28:13, 28:14, 30:10, 30:12, 31:4, 32:3, 32:6, 48:10, 54:10, 54:13, 80:25, 81:3, 100:8, 101:12, 101:15, 103:20, 104:9, 107:2, 153:23, 227:7</p> <p>agreements [6] - 6:19, 28:8, 63:1, 72:24, 72:25, 107:18</p> <p>Agreements [2] - 3:13, 19:5</p> <p>ahead [3] - 22:8, 100:24, 150:10</p> <p>aid [1] - 229:12</p> <p>aide [1] - 221:9</p> <p>airport [1] - 49:7</p> <p>Airport [1] - 49:8</p> <p>alarming [1] - 220:18</p> <p>allegation [3] - 226:13, 227:2</p> <p>alleged [1] - 237:8</p> <p>allegedly [1] - 233:21</p> <p>alleges [1] - 235:17</p> <p>Allentown [1] - 114:5</p> <p>allow [12] - 14:14, 14:18, 17:9, 17:14, 68:14, 72:3, 83:11, 100:25, 103:4, 148:10, 221:1</p> <p>allowed [5] - 14:9, 24:21, 74:24, 119:24, 237:16</p> <p>allows [1] - 161:5</p> <p>alluded [1] - 65:12</p> <p>almost [4] - 22:10, 59:1, 60:23, 159:20</p> <p>Almost [1] - 158:15</p> <p>ALSO [1] - 1:22</p> <p>alter [1] - 234:21</p> <p>alter-ego [1] - 234:21</p> <p>amend [1] - 113:15</p> <p>Amendment [2] - 3:14, 28:3</p> <p>amendment [10] - 19:2, 23:8, 27:23, 27:25, 28:14, 28:21, 100:7, 101:11, 101:12</p> <p>American [1] - 115:11</p> <p>amicably [1] - 184:12</p> <p>amortization [1] -</p>	<p>29:14</p> <p>amount [3] - 29:12, 129:5, 214:12</p> <p>ample [1] - 110:16</p> <p>amply [1] - 34:24</p> <p>analogy [2] - 39:11, 129:12</p> <p>analysis [8] - 13:6, 83:21, 133:1, 133:4, 136:12, 137:5, 142:6, 142:19</p> <p>Anders [52] - 2:4, 2:5, 2:6, 2:8, 2:9, 2:15, 5:1, 5:2, 12:20, 12:23, 14:13, 16:3, 17:2, 17:23, 24:10, 24:23, 34:12, 64:11, 67:16, 74:19, 75:21, 90:15, 91:1, 95:13, 96:16, 100:16, 103:6, 104:12, 105:2, 105:21, 106:11, 107:14, 111:5, 112:5, 127:6, 136:3, 140:9, 145:9, 145:11, 146:17, 149:7, 150:1, 233:5, 235:23, 236:13, 237:3, 238:12, 240:6, 245:23, 249:25, 250:7, 251:24</p> <p>ANDERS [103] - 1:16, 1:17, 10:21, 10:25, 12:13, 12:17, 12:21, 14:5, 14:16, 14:24, 16:23, 17:1, 17:8, 17:16, 18:8, 20:15, 22:1, 22:4, 24:5, 24:17, 24:20, 33:13, 33:21, 34:5, 34:8, 35:3, 36:22, 63:9, 64:25, 67:18, 74:23, 75:11, 75:14, 75:19, 75:24, 76:5, 76:25, 81:1, 81:3, 85:21, 90:4, 91:6, 95:14, 95:18, 96:1, 96:11, 96:14, 99:6, 100:13, 100:18, 100:21, 100:24, 101:22, 102:5, 102:11, 103:1, 112:7, 112:9, 113:6, 116:18, 116:20, 117:16, 130:8, 130:12, 130:14, 138:2, 138:9, 145:6, 145:14, 146:12, 147:4, 147:11, 147:15, 149:20, 150:7, 151:2, 151:9, 151:16, 151:21, 151:23, 152:11, 153:6, 232:21,</p>	<p>233:18, 236:7, 236:10, 237:21, 238:11, 238:14, 242:6, 243:4, 244:14, 245:19, 246:7, 246:10, 246:18, 248:18, 248:25, 249:21, 250:3, 250:8, 250:16, 251:2</p> <p>Anders' [2] - 96:6, 149:12</p> <p>ANDERSON [1] - 1:19</p> <p>annoyed [1] - 211:15</p> <p>anonymity [1] - 156:21</p> <p>answer [29] - 14:21, 67:25, 75:6, 81:5, 86:17, 86:19, 86:24, 90:19, 93:10, 94:6, 139:13, 143:11, 143:14, 149:3, 174:1, 174:20, 187:2, 207:5, 220:12, 221:2, 223:12, 225:20, 226:2, 229:16, 229:17, 234:24, 246:14, 246:22</p> <p>answered [20] - 18:12, 74:18, 83:10, 86:22, 87:4, 87:5, 90:3, 90:23, 91:7, 93:8, 98:14, 102:5, 103:3, 144:8, 148:19, 163:9, 176:20, 217:20, 220:25, 225:19</p> <p>answers [1] - 234:14</p> <p>anticipate [2] - 44:11, 231:11</p> <p>anxious [1] - 202:10</p> <p>any... [1] - 208:4</p> <p>anyway [1] - 170:22</p> <p>apart [1] - 40:24</p> <p>apologize [2] - 147:24, 185:9</p> <p>apparent [1] - 230:3</p> <p>appeal [5] - 34:6, 34:8, 51:8, 76:3, 109:11</p> <p>appear [1] - 251:7</p> <p>APPEARANCES [1] - 1:13</p> <p>appearing [1] - 18:25</p> <p>applicable [4] - 76:22, 136:13, 137:10, 144:7</p> <p>applied [2] - 9:15, 141:12</p> <p>applies [3] - 117:2, 117:4, 119:22</p> <p>appointed [4] - 4:5, 9:8, 9:16, 9:24</p> <p>appointment [1] - 213:10</p>	<p>Appraisal [9] - 2:21, 13:3, 74:10, 115:6, 115:7, 115:15, 118:4, 118:13, 152:9</p> <p>appraisal [76] - 11:4, 11:6, 11:9, 11:18, 11:20, 11:21, 11:22, 11:23, 12:6, 13:4, 13:25, 14:9, 16:16, 19:2, 32:18, 32:25, 33:9, 33:14, 33:15, 33:23, 33:24, 35:23, 36:2, 36:5, 55:12, 73:13, 73:16, 73:21, 73:23, 74:5, 74:11, 74:22, 76:18, 77:10, 82:2, 82:4, 83:4, 87:10, 95:22, 112:17, 115:16, 116:24, 117:7, 117:25, 118:8, 118:21, 119:21, 123:7, 123:10, 123:14, 128:8, 130:22, 131:5, 133:24, 135:17, 135:20, 142:12, 144:18, 144:22, 145:2, 145:5, 145:6, 145:10, 145:12, 145:15, 145:17, 145:20, 145:22, 146:2, 146:3, 147:8, 147:9, 148:25</p> <p>appraisals [11] - 12:9, 14:7, 15:19, 18:6, 116:21, 116:24, 117:12, 118:17, 127:8, 127:10, 150:16</p> <p>appraise [4] - 95:20, 114:21, 125:15, 129:13</p> <p>Appraiser [1] - 114:18</p> <p>appraiser [25] - 11:24, 12:1, 12:3, 14:11, 15:2, 16:9, 16:12, 16:16, 40:13, 76:10, 76:16, 96:9, 114:11, 114:12, 114:17, 120:8, 121:7, 124:23, 133:19, 134:13, 134:16, 141:19, 149:11, 149:14, 150:12</p> <p>Appraiser's [1] - 150:5</p> <p>appraiser's [2] - 12:5, 37:1</p> <p>appraisers [8] - 15:18, 15:24, 16:15, 118:12, 141:3, 141:6, 149:16, 150:15</p> <p>Appraisers [3] - 133:22, 149:18,</p>	<p>149:19</p> <p>appraising [4] - 96:10, 115:23, 116:16, 124:1</p> <p>Appraising [1] - 96:13</p> <p>appreciate [2] - 231:12, 240:13</p> <p>approach [3] - 11:19, 200:12, 224:20</p> <p>appropriate [23] - 5:14, 17:22, 25:8, 34:4, 65:20, 130:21, 130:23, 142:7, 152:5, 162:23, 167:13, 169:3, 169:18, 171:1, 186:5, 188:13, 199:16, 207:11, 215:3, 223:14, 225:9, 226:9, 226:20</p> <p>appropriateness [8] - 161:22, 163:3, 167:16, 170:13, 170:18, 193:13, 202:25, 224:7</p> <p>approved [2] - 131:17, 131:22</p> <p>April [9] - 179:13, 180:13, 180:16, 181:3, 191:3, 193:18, 194:2, 194:3, 210:21</p> <p>Area [1] - 40:3</p> <p>area [21] - 10:19, 34:17, 35:1, 38:4, 38:5, 40:7, 44:15, 55:13, 56:17, 56:20, 59:16, 82:19, 82:20, 97:19, 98:7, 98:15, 106:8, 172:18, 229:11</p> <p>areas [5] - 25:20, 40:22, 40:23, 237:19, 247:15</p> <p>argument [5] - 24:15, 25:6, 25:9, 240:19, 249:16</p> <p>arising [1] - 29:15</p> <p>arm [1] - 87:14</p> <p>arm's [8] - 22:2, 22:5, 22:9, 22:15, 25:19, 26:13, 30:8, 30:9</p> <p>arrangement [3] - 7:9, 23:20, 42:14</p> <p>arrangements [1] - 22:14</p> <p>array [1] - 164:21</p> <p>arrive [1] - 113:14</p> <p>articulate [1] - 33:19</p> <p>articulated [2] - 202:14, 205:24</p> <p>as-is [2] - 94:23, 118:5</p> <p>ascertain [1] - 93:3</p> <p>aspect [1] - 91:3</p> <p>aspects [3] - 13:8,</p>
--	---	---	---	---

40:20, 161:18 asserted [2] - 249:19, 249:22 asserting [1] - 236:2 assertion [1] - 234:3 assess [3] - 166:9, 170:13, 226:9 assessment [5] - 159:25, 160:2, 174:18, 224:23, 225:10 Assessment [2] - 119:8, 205:18 Assessors' [1] - 115:20 assigned [7] - 172:18, 172:19, 173:3, 173:16, 173:18, 176:16, 198:22 assignment [4] - 73:11, 134:2, 137:19, 144:1 assistance [1] - 208:18 assistant [3] - 5:3, 172:2, 196:10 Assistant [1] - 204:7 associated [7] - 6:25, 67:1, 128:12, 140:13, 143:3, 158:5, 227:13 Associates [2] - 3:18, 35:16 Association [2] - 115:18, 115:20 associations [1] - 8:20 assume [3] - 65:10, 125:4, 141:13 assumed [4] - 134:4, 141:13, 148:3, 148:4 assuming [6] - 35:13, 110:15, 111:22, 125:6, 125:16, 145:10 assumption [1] - 122:8 assumptions [1] - 137:18 attached [1] - 139:9 attachment [1] - 29:19 attempt [5] - 97:13, 141:2, 218:8, 251:14, 251:21 attempting [1] - 215:14 attempts [1] - 176:10 attends [1] - 234:21 attorney [5] - 14:20, 89:25, 170:8, 209:3, 239:12 Attorney [5] - 3:18, 3:19, 35:16, 130:2, 237:3 attorneys [10] - 5:18,	89:16, 90:10, 90:16, 90:22, 91:12, 186:21, 198:3, 198:6, 220:10 audience [4] - 5:4, 5:12, 5:13, 186:21 August [11] - 11:2, 13:10, 13:14, 28:16, 35:20, 69:3, 71:20, 74:4, 74:7, 74:15, 211:6 authenticate [1] - 231:18 author [2] - 148:24, 149:5 authority [8] - 161:23, 163:2, 167:11, 187:16, 203:15, 204:1, 206:4, 206:6 Authority [2] - 8:23, 8:24 availability [3] - 93:14, 93:17, 238:7 available [12] - 51:12, 53:3, 94:16, 97:17, 98:2, 98:6, 178:11, 194:13, 194:14, 194:19, 194:24, 244:24 avoid [1] - 170:7 aware [19] - 34:12, 34:14, 34:15, 76:15, 98:11, 104:19, 141:12, 142:3, 143:6, 145:1, 145:3, 149:16, 150:3, 199:5, 214:17, 245:22, 245:23, 247:14	177:10, 179:19, 202:1, 221:6, 229:18, 232:24, 234:20, 242:8, 251:10, 251:22 Based [3] - 88:16, 178:1, 231:8 bases [1] - 108:22 basic [2] - 20:9, 45:4 basing [1] - 150:23 basis [13] - 15:23, 16:1, 23:17, 31:22, 62:11, 85:14, 92:14, 92:23, 92:24, 133:12, 150:14, 159:7, 214:7 bathroom [2] - 242:20, 246:23 bathrooms [6] - 238:6, 238:7, 244:23, 245:2, 245:6, 245:25 Baxter [20] - 3:17, 6:17, 7:20, 8:1, 15:10, 16:6, 18:1, 22:8, 25:16, 28:7, 35:13, 35:15, 36:6, 37:5, 51:19, 65:5, 76:8, 99:9, 100:6, 111:20 BAXTER [3] - 2:2, 7:21, 7:23 Baxter's [4] - 33:7, 33:11, 35:7, 127:21 bear [1] - 170:9 bearing [1] - 112:25 become [2] - 6:6, 212:7 becomes [1] - 169:14 beg [1] - 151:18 began [2] - 114:13, 115:9 begin [1] - 6:14 beginning [3] - 35:22, 147:12, 173:16 begins [1] - 159:21 begun [2] - 114:25, 115:3 behalf [4] - 89:20, 89:21, 198:10, 215:22 behavior [2] - 5:15, 237:10 believes [1] - 95:23 belong [1] - 115:19 below [3] - 45:18, 45:20, 56:17 Berks [2] - 98:22, 116:2 Best [1] - 135:22 best [17] - 87:6, 95:6, 95:11, 95:18, 96:2, 96:12, 96:15, 96:23, 97:8, 99:2, 125:11, 129:11, 178:14,	200:23, 201:4, 223:21, 239:6 Bethlehem [1] - 1:15 Betsy [5] - 2:23, 2:25, 182:16, 182:22, 204:12 better [3] - 132:15, 142:22, 211:10 Between [1] - 246:15 between [37] - 3:13, 3:14, 3:16, 19:5, 22:19, 24:4, 24:7, 25:23, 28:3, 28:17, 30:5, 30:15, 30:23, 38:16, 44:2, 46:9, 46:11, 87:20, 87:23, 104:20, 104:24, 106:13, 106:19, 107:25, 127:2, 145:19, 161:3, 171:20, 185:14, 214:2, 221:8, 222:5, 224:23, 233:22, 234:8, 234:22, 238:4 beyond [19] - 36:23, 36:24, 45:18, 83:8, 100:13, 103:1, 121:3, 121:4, 124:14, 166:3, 167:20, 171:2, 171:8, 179:5, 217:13, 219:2, 224:18, 225:16, 250:3 big [5] - 49:23, 53:1, 119:7, 151:10 bigger [1] - 60:4 bit [7] - 51:6, 51:13, 59:2, 67:25, 109:15, 169:12, 174:20 Blakeslee [1] - 38:4 block [1] - 52:14 Bloom [4] - 5:5, 71:11, 103:13, 242:13 BOARD [1] - 1:1 board [49] - 4:12, 6:25, 8:22, 17:11, 19:16, 19:19, 24:13, 25:6, 34:1, 34:6, 34:8, 34:11, 34:18, 34:22, 64:15, 64:16, 69:16, 76:3, 110:19, 113:13, 113:14, 116:8, 132:9, 141:4, 142:14, 143:5, 143:15, 143:23, 143:24, 146:2, 151:25, 152:5, 168:24, 174:17, 217:23, 224:24, 233:7, 233:14, 235:8, 238:25, 240:8, 240:25, 244:5, 249:19, 250:14, 251:7,	251:11, 251:20 Board [23] - 1:6, 3:19, 115:6, 121:21, 128:5, 131:23, 132:2, 133:21, 135:8, 137:2, 141:10, 142:3, 143:22, 144:6, 144:8, 144:13, 144:16, 146:25, 147:16, 147:25, 149:18, 150:6, 243:23 boards [1] - 8:25 boat [1] - 240:3 Bockelman [1] - 4:16 BOCKELMAN [2] - 1:9, 4:16 body [4] - 122:1, 122:2, 132:24, 133:21 book [1] - 213:10 Borough [1] - 51:7 borrow [2] - 93:15, 93:17 bottom [5] - 199:22, 210:7, 215:4, 218:12, 219:6 Boulevard [1] - 52:5 box [1] - 94:3 Box [2] - 1:24, 8:5 boxes [1] - 45:3 Branoff [2] - 3:8, 183:19 break [5] - 21:14, 99:10, 100:2, 184:9, 232:4 Brian [1] - 251:7 bridge [2] - 41:18, 41:19 brief [1] - 232:17 briefly [1] - 241:11 briefs [1] - 240:18 bring [16] - 61:8, 61:12, 75:1, 83:17, 86:1, 101:4, 171:13, 171:14, 171:15, 181:12, 181:24, 182:1, 241:21, 243:16, 243:18, 243:19 bringing [2] - 134:17, 170:8 Broad [1] - 1:14 broaden [1] - 176:19 Brodheadsville [2] - 37:22, 38:4 broken [2] - 20:12, 54:24 broker [3] - 8:7, 8:9, 16:9 broker's [1] - 115:2 Broker's [1] - 115:3 brought [2] - 234:9, 238:5
B				
BA [1] - 115:11 background [2] - 8:13, 114:25 backwards [3] - 166:12, 202:9, 205:5 bad [1] - 136:24 Bailey's [2] - 52:14, 52:15 ball [1] - 47:14 ballpark [1] - 23:19 bank [2] - 8:24, 9:15 banty [1] - 118:9 bare [1] - 178:19 Base [1] - 29:18 base [4] - 20:10, 20:21, 43:15, 102:22 based [23] - 62:13, 76:3, 78:20, 84:4, 88:8, 89:24, 95:3, 108:20, 133:4, 133:7, 141:21, 158:8, 170:24,				

<p>build [2] - 76:3, 83:16</p> <p>building [33] - 22:22, 23:22, 36:12, 38:6, 43:11, 43:22, 51:14, 51:17, 51:21, 52:19, 52:20, 53:17, 53:20, 55:10, 55:11, 60:7, 71:8, 78:24, 82:9, 84:24, 97:10, 98:12, 98:18, 98:20, 104:17, 106:12, 107:7, 107:9, 107:11, 107:12, 109:10, 124:8, 235:21</p> <p>Building [7] - 1:6, 6:1, 36:16, 39:17, 39:21, 41:14, 53:15</p> <p>buildings [5] - 36:20, 45:9, 45:11, 45:12, 124:8</p> <p>built [7] - 45:1, 49:19, 97:3, 107:9, 107:10, 112:11, 112:14</p> <p>bumps [1] - 47:17</p> <p>burden [1] - 110:24</p> <p>bureau [7] - 178:16, 188:7, 188:18, 188:22, 188:24, 203:11, 214:13</p> <p>Bureau [1] - 157:24</p> <p>Bureau's [1] - 193:4</p> <p>bus [1] - 51:1</p> <p>busiest [1] - 46:6</p> <p>business [10] - 8:3, 9:2, 15:18, 16:14, 114:3, 158:9, 158:10, 241:7, 241:17, 242:8</p> <p>busy [1] - 248:8</p> <p>buyers [1] - 16:10</p> <p>BY [26] - 1:14, 1:17, 1:20, 7:25, 10:25, 15:9, 65:4, 67:18, 100:5, 111:19, 112:9, 113:25, 116:20, 117:21, 130:14, 146:16, 157:17, 164:11, 200:18, 202:5, 228:21, 229:10, 230:13, 232:12, 243:4, 245:21</p>	<p>40:6, 57:17, 58:14, 65:11, 65:15, 66:20</p> <p>cannot [10] - 15:3, 17:11, 73:3, 129:20, 131:25, 138:21, 174:11, 201:1, 224:8, 242:24</p> <p>capable [2] - 217:23, 235:24</p> <p>capably [1] - 224:11</p> <p>capital [3] - 118:12, 118:19, 119:16</p> <p>caption [1] - 6:3</p> <p>captioned [1] - 1:5</p> <p>captions [1] - 177:8</p> <p>Carbon [1] - 116:2</p> <p>care [5] - 45:13, 80:18, 80:20, 80:22, 127:23</p> <p>career [1] - 117:12</p> <p>careful [1] - 94:17</p> <p>carefully [1] - 186:1</p> <p>Carriage [7] - 18:16, 18:21, 18:23, 55:17, 58:4, 98:4, 121:22</p> <p>case [21] - 6:4, 17:22, 23:11, 31:7, 53:14, 70:15, 118:6, 122:22, 137:1, 157:2, 170:3, 186:14, 192:23, 203:6, 213:21, 218:8, 218:11, 226:5, 226:20, 233:17</p> <p>cases [5] - 9:13, 119:22, 150:14, 150:20, 177:19</p> <p>catch [2] - 139:6, 225:14</p> <p>categories [1] - 114:19</p> <p>caused [1] - 91:15</p> <p>caution [2] - 17:14, 83:15</p> <p>caveat [1] - 25:11</p> <p>CCIM [1] - 8:15</p> <p>CCs [1] - 181:5</p> <p>ceilings [1] - 45:5</p> <p>center [4] - 43:23, 49:9, 59:2, 60:1</p> <p>Center [6] - 36:13, 55:17, 56:13, 58:4, 59:2, 85:4</p> <p>central [4] - 172:20, 173:9, 173:13, 173:14</p> <p>cents [1] - 59:24</p> <p>CEO [3] - 5:3, 5:6, 178:8</p> <p>certain [16] - 66:1, 74:2, 74:25, 87:12, 101:1, 120:23, 139:4, 157:3, 161:18, 190:9, 192:9, 196:5, 216:9,</p>	<p>232:22, 235:17</p> <p>Certainly [2] - 29:24, 206:12</p> <p>certainly [12] - 82:19, 95:15, 106:21, 122:19, 167:18, 196:2, 198:12, 198:16, 206:3, 206:5, 215:6, 235:18</p> <p>certainty [2] - 61:17, 131:25</p> <p>certification [6] - 5:23, 16:11, 76:13, 114:19, 114:24, 115:7</p> <p>Certification [1] - 13:3</p> <p>certifications [1] - 114:16</p> <p>certified [15] - 11:24, 12:1, 12:3, 13:25, 14:11, 15:23, 16:9, 16:12, 16:15, 76:10, 76:16, 115:24, 168:19, 191:21, 191:25</p> <p>Certified [4] - 114:18, 133:22, 149:18, 150:6</p> <p>certify [1] - 253:7</p> <p>cetera [7] - 15:25, 21:5, 37:17, 72:23, 124:17, 129:17, 214:11</p> <p>CFR [1] - 199:24</p> <p>chair [1] - 7:20</p> <p>change [6] - 104:13, 107:24, 108:1, 125:16, 129:17, 134:18</p> <p>changed [1] - 93:13</p> <p>changes [1] - 61:1</p> <p>changing [2] - 93:12, 99:4</p> <p>Chapter [7] - 166:2, 166:7, 166:9, 166:10, 187:18, 203:18</p> <p>chapter [1] - 166:11</p> <p>chapters [1] - 115:18</p> <p>characterization [1] - 208:22</p> <p>characterize [1] - 33:22</p> <p>characterizing [2] - 33:14, 33:15</p> <p>charged [2] - 9:21, 166:1</p> <p>Charges [1] - 23:10</p> <p>charges [1] - 57:18</p> <p>charter [149] - 4:6, 4:7, 4:23, 5:4, 17:3, 21:8, 21:13, 25:1, 27:9, 28:18, 30:23, 32:14, 33:8, 34:16, 38:9, 38:12, 38:13, 39:18,</p>	<p>40:17, 40:25, 41:16, 42:3, 43:5, 43:11, 46:18, 48:10, 51:4, 52:16, 52:23, 54:9, 54:12, 57:10, 58:17, 59:12, 60:12, 64:5, 65:7, 65:10, 66:5, 66:24, 67:21, 71:24, 72:12, 73:5, 87:23, 88:2, 89:6, 89:21, 93:14, 93:17, 94:1, 94:5, 97:3, 97:24, 103:15, 103:24, 104:10, 110:21, 121:11, 127:3, 131:11, 132:18, 135:2, 135:5, 135:7, 135:8, 144:7, 144:23, 144:24, 153:18, 155:7, 155:14, 157:9, 158:19, 158:20, 159:6, 159:11, 159:14, 164:13, 169:25, 174:11, 174:15, 175:9, 175:13, 175:14, 176:4, 178:8, 184:12, 185:15, 186:6, 186:8, 186:11, 186:14, 186:15, 186:16, 186:24, 187:6, 187:7, 187:14, 187:16, 190:9, 190:13, 191:17, 191:24, 192:2, 192:8, 192:11, 192:13, 198:23, 199:11, 199:18, 200:20, 200:24, 201:6, 205:16, 212:23, 213:7, 221:20, 221:23, 222:4, 222:17, 223:9, 228:6, 228:23, 230:6, 233:25, 234:10, 234:11, 234:16, 234:18, 234:22, 235:16, 237:4, 237:5, 237:6, 237:7, 237:10, 237:17, 237:24, 237:25, 239:1, 239:2, 239:13, 243:19, 249:4, 251:9</p> <p>Charter [30] - 1:2, 1:18, 1:21, 2:21, 3:14, 3:15, 3:16, 4:7, 4:9, 12:16, 12:23, 18:18, 19:6, 19:18, 28:4, 30:16, 63:12, 64:13, 111:22, 112:2, 132:13, 171:17, 176:10,</p>	<p>177:4, 180:9, 182:13, 187:7, 199:23, 226:6, 247:23</p> <p>check [3] - 186:22, 213:12, 223:6</p> <p>Cheslock [2] - 2:20, 10:2</p> <p>chief [2] - 170:3, 198:21</p> <p>child [6] - 155:21, 167:2, 203:3, 221:8, 221:10, 221:11</p> <p>children [5] - 80:18, 80:20, 81:6, 210:11, 214:8</p> <p>choice [1] - 83:24</p> <p>choose [1] - 16:9</p> <p>chop [1] - 129:8</p> <p>chose [1] - 58:8</p> <p>chosen [2] - 56:15, 132:15</p> <p>chronological [1] - 185:11</p> <p>Church [12] - 3:13, 3:15, 3:16, 19:6, 19:16, 28:4, 28:18, 30:16, 30:24, 147:1, 147:14, 147:17</p> <p>church [28] - 11:10, 13:15, 27:13, 27:14, 32:14, 55:18, 58:4, 60:22, 60:24, 70:20, 72:1, 72:13, 77:15, 87:23, 88:1, 103:18, 124:20, 233:23, 234:8, 234:12, 234:16, 234:17, 234:18, 234:21, 234:23, 238:4, 249:3, 250:23</p> <p>churches [1] - 61:5</p> <p>CIR [1] - 219:9</p> <p>circumstances [2] - 239:6, 240:3</p> <p>CIRs [1] - 163:17</p> <p>cited [1] - 75:5</p> <p>city [1] - 221:22</p> <p>civic [1] - 8:25</p> <p>Civil [1] - 166:4</p> <p>civil [1] - 75:21</p> <p>clarification [2] - 105:11, 145:4</p> <p>clarify [2] - 110:24, 251:14</p> <p>clarity's [1] - 119:11</p> <p>class [1] - 223:1</p> <p>Class [1] - 44:19</p> <p>classes [1] - 44:19</p> <p>classification [1] - 207:8</p> <p>classified [4] - 24:7, 176:9, 212:13, 228:8</p> <p>classroom [2] - 221:9, 221:11</p>
C				
<p>c [2] - 139:8, 139:14</p> <p>C.R [1] - 253:14</p> <p>calculation [1] - 29:5</p> <p>Calculation [1] - 29:9</p> <p>calendar [2] - 26:16, 62:22</p> <p>CAM [11] - 21:5, 39:23, 40:2, 40:5,</p>				

<p>Claudia [2] - 235:22, 244:8</p> <p>clause [6] - 23:17, 25:20, 28:22, 93:11, 93:22, 102:18</p> <p>clean [2] - 54:20, 185:1</p> <p>clear [18] - 18:15, 24:24, 29:11, 33:18, 64:10, 90:25, 103:9, 123:12, 130:15, 143:15, 145:7, 154:22, 163:15, 188:9, 204:4, 217:21, 224:15, 230:8</p> <p>cleared [1] - 145:25</p> <p>Clearly [2] - 137:17, 204:10</p> <p>clearly [4] - 17:19, 122:23, 237:25, 239:3</p> <p>client [13] - 118:23, 118:24, 121:1, 121:3, 121:4, 128:5, 128:23, 132:9, 132:20, 134:5, 134:8, 134:25, 208:22</p> <p>clients [2] - 70:10, 132:1</p> <p>close [6] - 37:10, 41:2, 55:25, 80:19, 108:4, 108:8</p> <p>closed [2] - 245:3, 245:6</p> <p>closer [5] - 37:16, 42:5, 59:2, 79:15, 105:20</p> <p>closest [1] - 52:25</p> <p>closure [1] - 214:3</p> <p>clue [1] - 144:15</p> <p>clustered [1] - 227:10</p> <p>co [2] - 5:2, 37:14</p> <p>co-counsel [1] - 5:2</p> <p>Code [2] - 186:8, 187:10</p> <p>code [2] - 156:20, 244:20</p> <p>collect [2] - 159:25, 214:14</p> <p>collected [2] - 214:12, 245:16</p> <p>collective [4] - 143:21, 144:9, 144:10, 144:11</p> <p>collectively [1] - 135:5</p> <p>combination [1] - 124:19</p> <p>coming [9] - 28:8, 30:11, 30:22, 32:11, 55:3, 134:17, 212:24, 213:7, 231:12</p> <p>command [2] -</p>	<p>105:14, 110:2</p> <p>commence [2] - 5:25, 252:2</p> <p>commenced [1] - 84:22</p> <p>commencing [2] - 1:7, 20:1</p> <p>comment [9] - 77:12, 80:8, 81:8, 81:15, 106:5, 128:21, 142:6, 167:8, 179:6</p> <p>commented [4] - 92:3, 92:25, 93:12, 93:21</p> <p>commenting [1] - 93:20</p> <p>comments [4] - 48:16, 104:24, 128:23, 186:22</p> <p>commercial [46] - 8:7, 8:8, 8:18, 9:2, 10:4, 10:19, 15:10, 15:16, 15:19, 18:6, 20:19, 20:20, 21:19, 23:16, 27:21, 32:12, 37:14, 37:25, 38:1, 41:11, 45:10, 46:7, 49:4, 55:4, 55:5, 60:11, 63:1, 66:1, 67:6, 81:4, 81:11, 81:13, 82:9, 82:24, 94:12, 94:15, 94:19, 108:1, 109:12, 116:21, 117:8, 117:10, 117:13, 125:14, 125:18</p> <p>Commiss [1] - 244:2</p> <p>Commission [1] - 8:22</p> <p>committed [1] - 17:22</p> <p>common [7] - 40:7, 57:18, 59:16, 72:3, 90:16, 116:9, 215:7</p> <p>Common [7] - 6:4, 9:25, 10:11, 25:2, 40:2, 40:3, 116:1</p> <p>commonly [1] - 221:6</p> <p>Commonwealth [6] - 13:25, 114:20, 114:22, 114:25, 115:1, 133:19</p> <p>communications [1] - 251:20</p> <p>Community [2] - 49:2, 54:7</p> <p>community [1] - 155:17</p> <p>comp [3] - 106:18, 111:25, 232:24</p> <p>Comparable [6] - 79:24, 79:25, 80:3, 84:4, 85:1, 85:8</p> <p>comparable [14] - 11:12, 15:24, 18:4, 18:5, 32:17, 39:17, 44:21, 45:21, 56:18,</p>	<p>79:11, 82:24, 84:7, 106:7, 127:19</p> <p>comparables [14] - 11:17, 77:12, 81:17, 81:25, 82:13, 82:16, 82:20, 82:22, 82:23, 94:14, 94:16, 97:14, 127:22, 127:23</p> <p>compare [14] - 40:20, 42:2, 43:10, 46:18, 51:3, 52:16, 52:23, 55:10, 58:17, 59:25, 84:1, 98:15, 105:17, 105:19</p> <p>compared [3] - 106:7, 221:10, 221:23</p> <p>comparing [3] - 49:24, 105:3, 105:25</p> <p>comparison [4] - 11:18, 38:10, 40:17, 222:17</p> <p>comparisons [1] - 84:1</p> <p>compensated [3] - 13:10, 13:12, 131:13</p> <p>compensation [1] - 13:9</p> <p>compensatory [1] - 191:20</p> <p>compilation [1] - 7:1</p> <p>compile [1] - 214:6</p> <p>compiling [1] - 86:1</p> <p>complain [1] - 193:9</p> <p>complainant [1] - 216:13</p> <p>complaining [1] - 250:21</p> <p>Complaint [4] - 3:10, 183:24, 200:4, 200:5</p> <p>complaint [52] - 162:14, 162:20, 163:18, 166:20, 166:22, 172:15, 174:24, 179:8, 188:5, 188:12, 188:14, 188:15, 188:16, 194:8, 194:11, 194:16, 194:17, 194:18, 196:4, 196:6, 196:9, 196:10, 196:16, 196:18, 197:6, 197:9, 199:8, 199:10, 199:13, 201:8, 201:11, 201:16, 201:19, 202:13, 203:9, 204:25, 206:9, 207:16, 210:12, 211:8, 212:6, 213:17, 214:4, 214:5, 215:22, 215:23, 217:12, 217:25, 219:21, 219:24</p>	<p>complaints [26] - 158:21, 172:5, 172:9, 172:12, 172:19, 173:4, 173:8, 173:21, 174:21, 175:2, 175:8, 176:20, 176:21, 177:11, 188:24, 189:2, 190:24, 200:23, 201:4, 202:14, 222:10, 243:17, 243:18, 246:17, 247:10, 248:10</p> <p>complete [6] - 9:16, 62:10, 130:19, 146:9, 160:6, 249:10</p> <p>completed [9] - 77:17, 78:1, 78:3, 78:7, 123:18, 160:2, 161:19, 205:3, 214:2</p> <p>completing [1] - 160:10</p> <p>completion [3] - 161:8, 201:13, 227:6</p> <p>complex [2] - 9:15, 124:18</p> <p>Compliance [2] - 162:6, 162:7</p> <p>compliance [19] - 75:5, 161:6, 164:20, 166:1, 166:15, 172:9, 173:22, 177:4, 178:15, 186:11, 187:8, 187:15, 192:2, 192:4, 199:23, 208:1, 211:23, 224:11, 224:23</p> <p>compliant [5] - 192:7, 207:13, 212:4, 212:7, 227:5</p> <p>complied [3] - 75:15, 75:16, 227:19</p> <p>complies [1] - 74:25</p> <p>comply [9] - 74:7, 75:9, 76:1, 76:11, 76:17, 76:22, 146:8, 153:18, 157:8</p> <p>complying [1] - 165:23</p> <p>components [2] - 11:18, 11:20</p> <p>composition [2] - 168:23, 169:20</p> <p>compounded [1] - 77:19</p> <p>comprising [1] - 97:2</p> <p>comps [4] - 36:8, 53:3, 107:4, 108:10</p> <p>computers [1] - 67:13</p> <p>concept [1] - 32:21</p> <p>concern [17] - 17:20, 24:3, 25:21, 91:15, 124:25, 154:25,</p>	<p>155:13, 155:22, 167:23, 188:17, 188:21, 190:7, 193:8, 193:15, 208:6, 208:9, 237:19</p> <p>concerned [7] - 132:24, 153:13, 195:24, 198:9, 207:7, 218:10, 236:5</p> <p>concerning [6] - 67:21, 69:5, 79:1, 93:12, 134:2, 171:16</p> <p>concerns [11] - 110:20, 143:16, 191:9, 192:1, 193:21, 203:21, 205:14, 210:11, 215:1, 225:7, 240:24</p> <p>concert [1] - 209:18</p> <p>conclude [3] - 24:14, 217:11, 240:8</p> <p>concluded [1] - 252:5</p> <p>conclusion [8] - 13:6, 22:6, 206:22, 208:7, 215:20, 224:4, 227:23, 239:2</p> <p>conclusions [5] - 107:16, 187:11, 191:14, 223:24, 224:2</p> <p>condemnation [1] - 10:8</p> <p>condition [19] - 13:19, 21:20, 62:6, 73:22, 94:23, 108:22, 109:1, 109:3, 137:6, 140:13, 141:11, 141:21, 142:4, 142:13, 143:6, 144:2, 144:12, 144:18, 237:4</p> <p>conditions [4] - 93:13, 137:18, 187:1, 244:11</p> <p>conduct [7] - 159:8, 159:24, 160:6, 188:1, 188:23, 234:2, 235:18</p> <p>conducted [2] - 70:12, 189:14</p> <p>conducts [1] - 160:14</p> <p>conference [3] - 236:18, 236:19, 239:17</p> <p>conferences [1] - 194:23</p> <p>confidence [1] - 200:6</p> <p>confidentiality [7] - 6:5, 153:12, 153:21, 154:1, 156:24, 157:1, 210:3</p> <p>configured [1] - 27:6</p> <p>confines [1] - 156:23</p> <p>confirm [2] - 7:5, 250:4</p>
--	--	---	--	---

<p>conform ^[1] - 76:9</p> <p>conformance ^[1] - 74:16</p> <p>confront ^[1] - 250:4</p> <p>confused ^[2] - 96:6, 188:10</p> <p>confusion ^[1] - 154:18</p> <p>Congress ^[1] - 115:8</p> <p>connected ^[1] - 27:17</p> <p>connote ^[1] - 144:3</p> <p>consider ^[13] - 34:1, 34:9, 42:6, 77:8, 81:25, 94:8, 96:23, 111:25, 128:20, 143:3, 165:19, 194:8, 233:11</p> <p>considerable ^[1] - 235:7</p> <p>consideration ^[4] - 83:16, 129:3, 129:15, 129:16</p> <p>considered ^[2] - 46:5, 87:13</p> <p>considering ^[2] - 61:23, 128:21</p> <p>consistent ^[1] - 76:11</p> <p>consistently ^[1] - 169:7</p> <p>conspicuous ^[2] - 126:13, 141:7</p> <p>conspicuously ^[4] - 126:4, 137:17, 140:13, 140:18</p> <p>conspicuousness ^[1] - 126:17</p> <p>constitute ^[1] - 236:4</p> <p>constitutional ^[1] - 234:4</p> <p>constructed ^[1] - 169:20</p> <p>construction ^[8] - 43:19, 43:24, 78:10, 78:12, 78:20, 78:23, 102:12, 107:7</p> <p>consulted ^[1] - 69:16</p> <p>contact ^[13] - 15:20, 16:18, 68:7, 68:8, 133:23, 148:24, 149:4, 193:24, 204:13, 215:3, 215:5, 215:25, 251:12</p> <p>contacted ^[8] - 67:19, 73:9, 82:12, 135:16, 135:19, 196:7, 216:16, 217:2</p> <p>contacting ^[1] - 198:1</p> <p>contain ^[3] - 120:8, 191:4, 216:9</p> <p>contained ^[10] - 13:4, 19:24, 120:4, 120:5, 120:7, 120:16, 166:21, 193:9, 245:22, 253:8</p> <p>containing ^[1] -</p>	<p>235:14</p> <p>contains ^[3] - 195:8, 218:2, 232:25</p> <p>content ^[7] - 85:12, 161:16, 161:18, 161:20, 161:21</p> <p>contents ^[2] - 189:13, 244:19</p> <p>context ^[9] - 66:1, 96:17, 96:21, 118:3, 118:4, 141:3, 143:20, 152:1, 221:6</p> <p>continue ^[11] - 14:18, 15:6, 22:7, 25:12, 35:5, 91:1, 102:15, 117:18, 174:21, 184:16, 185:2</p> <p>Continue ^[3] - 37:3, 148:23, 233:5</p> <p>continued ^[4] - 97:9, 99:2, 176:17, 228:9</p> <p>CONTINUED ^[1] - 3:1</p> <p>continuing ^[3] - 68:13, 102:11, 174:8</p> <p>Continuing ^[1] - 150:7</p> <p>continuously ^[1] - 9:5</p> <p>contract ^[1] - 131:22</p> <p>contrary ^[4] - 82:25, 83:3, 125:5, 125:7</p> <p>contrasting ^[2] - 105:3, 105:25</p> <p>control ^[6] - 9:13, 9:16, 22:12, 26:11, 62:10, 62:18</p> <p>conundrum ^[1] - 169:22</p> <p>conversation ^[4] - 16:22, 18:1, 167:10, 236:22</p> <p>conversations ^[5] - 15:17, 242:13, 242:18, 247:13, 251:10</p> <p>CONVERSE ^[1] - 1:19</p> <p>conversion ^[3] - 95:3, 109:18, 143:3</p> <p>converted ^[2] - 52:19, 143:7</p> <p>converting ^[3] - 109:4, 109:21, 128:12</p> <p>Coolbaugh ^[3] - 241:24, 242:15, 243:13</p> <p>cooperate ^[1] - 182:8</p> <p>cooperative ^[2] - 157:7, 199:18</p> <p>copier ^[1] - 63:22</p> <p>copies ^[10] - 152:14, 153:25, 171:22, 171:23, 172:1, 185:4, 195:6, 231:14, 231:18, 233:3</p> <p>COPY ^[1] - 12:22</p> <p>Copy ^[2] - 3:20, 244:1</p>	<p>copy ^[28] - 7:6, 12:25, 29:19, 29:20, 32:22, 35:13, 36:2, 63:13, 63:16, 63:21, 117:24, 130:4, 146:23, 152:6, 152:11, 154:19, 180:6, 180:20, 184:14, 190:17, 196:12, 199:1, 218:1, 233:2, 233:4, 241:22, 242:1</p> <p>corporation ^[1] - 22:22</p> <p>Corporation ^[1] - 205:19</p> <p>correct ^[105] - 5:20, 5:21, 11:2, 13:11, 13:19, 35:2, 65:21, 65:24, 71:5, 71:21, 78:22, 79:5, 79:11, 79:16, 79:19, 79:22, 80:5, 81:12, 81:18, 81:20, 81:23, 83:5, 83:22, 84:5, 85:14, 87:14, 87:17, 87:20, 88:2, 91:17, 92:1, 93:7, 95:1, 97:24, 98:5, 109:1, 112:14, 132:3, 132:10, 133:5, 133:8, 134:3, 135:21, 135:25, 136:13, 136:20, 138:6, 138:16, 138:17, 140:15, 140:18, 140:19, 141:16, 141:25, 142:4, 142:9, 142:16, 142:17, 143:8, 144:19, 144:25, 145:3, 145:11, 146:10, 156:17, 158:4, 160:22, 166:15, 166:24, 167:3, 167:7, 168:5, 168:14, 168:20, 169:2, 169:5, 170:15, 170:16, 170:19, 170:20, 172:8, 176:8, 177:16, 186:7, 200:25, 201:10, 201:14, 201:24, 211:20, 216:20, 216:22, 218:9, 219:9, 226:15, 226:24, 227:16, 239:24, 242:1, 245:7, 245:25, 247:15, 249:4, 251:19, 253:10</p> <p>Correct ^[29] - 35:3, 57:21, 87:18, 87:21, 132:11, 133:6,</p>	<p>133:9, 134:10, 136:14, 136:18, 136:24, 137:8, 139:16, 140:23, 141:22, 142:1, 145:14, 145:18, 156:16, 168:11, 202:15, 205:1, 205:21, 241:20, 241:25, 242:3, 244:25, 245:11, 249:5</p> <p>corrected ^[2] - 192:7, 237:15</p> <p>correcting ^[1] - 237:23</p> <p>corrective ^[4] - 160:8, 199:21, 211:25, 212:2</p> <p>correctly ^[8] - 34:24, 65:18, 91:2, 101:20, 200:20, 204:7, 219:8, 230:15</p> <p>correlation ^[5] - 37:12, 38:16, 39:6, 41:6, 47:1</p> <p>correspondence ^[5] - 68:7, 185:14, 205:25, 214:21, 223:20</p> <p>corridor ^[3] - 46:2, 46:5, 46:6</p> <p>corridors ^[1] - 37:14</p> <p>cost ^[15] - 39:6, 66:11, 66:16, 66:20, 67:1, 67:9, 99:4, 102:7, 109:17, 109:18, 109:21, 128:15, 129:4, 129:16, 143:3</p> <p>costs ^[5] - 53:12, 102:17, 128:12, 128:17, 128:22</p> <p>Council ^[1] - 150:5</p> <p>Counsel ^[4] - 25:5, 184:11, 225:15, 236:17</p> <p>counsel ^[38] - 4:19, 4:23, 5:2, 7:4, 7:12, 11:1, 17:3, 17:14, 24:11, 24:14, 33:22, 83:15, 88:10, 88:17, 88:19, 153:17, 153:23, 154:14, 154:24, 156:3, 156:18, 156:25, 180:6, 180:19, 184:14, 186:22, 224:17, 224:22, 231:9, 231:16, 234:1, 235:4, 238:16, 239:24, 249:24, 251:9, 251:13</p> <p>count ^[2] - 51:8, 230:20</p> <p>county ^[10] - 8:12,</p>	<p>37:23, 98:16, 124:3, 124:4, 127:10, 231:22, 236:22, 241:12, 243:15</p> <p>County ^[42] - 3:19, 8:21, 8:23, 9:6, 9:25, 10:13, 10:14, 15:11, 16:15, 20:23, 25:2, 32:8, 37:10, 37:15, 37:22, 39:2, 46:7, 63:3, 97:21, 98:3, 98:22, 98:23, 112:4, 116:1, 116:2, 116:3, 116:5, 116:22, 116:25, 117:8, 117:14, 119:8, 127:9, 206:18, 214:7, 232:19, 239:21, 247:1</p> <p>couple ^[5] - 27:5, 63:5, 64:23, 68:20, 172:14</p> <p>course ^[9] - 16:14, 79:6, 85:15, 110:5, 144:20, 163:21, 230:4, 241:17</p> <p>Court ^[5] - 6:4, 9:25, 10:9, 25:2, 116:1</p> <p>court ^[11] - 9:8, 9:24, 10:12, 10:15, 30:22, 83:18, 85:19, 85:20, 85:23, 116:8, 116:10</p> <p>courtesy ^[2] - 7:8, 100:23</p> <p>courthouse ^[1] - 242:24</p> <p>courtroom ^[1] - 75:22</p> <p>courts ^[1] - 116:9</p> <p>cover ^[8] - 29:24, 101:17, 147:18, 147:19, 147:20, 153:3, 166:7, 179:17</p> <p>covered ^[2] - 30:1, 142:8</p> <p>covering ^[1] - 102:21</p> <p>created ^[1] - 134:9</p> <p>creation ^[1] - 115:5</p> <p>Creek ^[1] - 36:19</p> <p>Creek/Bushkill ^[1] - 38:5</p> <p>criteria ^[3] - 95:10, 133:16</p> <p>criticize ^[1] - 169:24</p> <p>CROSS ^[4] - 67:18, 130:14, 164:11, 243:4</p> <p>cross ^[24] - 7:15, 10:21, 14:25, 16:3, 64:18, 65:1, 74:21, 75:19, 96:7, 100:14, 100:16, 103:2, 105:2, 110:17, 110:25, 116:17, 145:10, 148:15, 170:12, 184:20,</p>
---	---	--	---	--

213:18, 222:9, 225:24 Cross [7] - 2:5, 2:9, 2:12, 2:15, 130:11, 200:10, 243:2 crossing [2] - 127:7, 224:20 Crossings [3] - 112:22, 112:24, 113:3 crystal [1] - 47:13 CS [3] - 12:15, 12:17, 12:18 CS#1 [1] - 3:20 CS-1 [1] - 13:1 cure [1] - 237:8 current [9] - 29:13, 32:13, 54:9, 54:12, 61:2, 61:3, 108:13, 109:4, 184:10 cursor [1] - 232:24 custodian [1] - 231:16 custom [3] - 20:19, 20:20, 97:3 customers [1] - 66:3 cut [2] - 16:5, 149:8 CVS [1] - 32:4 cyclical [5] - 158:24, 158:25, 159:9, 161:6, 192:19 Cyclical [1] - 159:1	3:15, 19:7, 28:5, 152:8 dated [20] - 3:17, 11:2, 30:16, 35:19, 123:19, 153:3, 181:6, 181:16, 187:25, 189:21, 191:4, 194:2, 196:13, 197:14, 207:23, 209:20, 210:8, 210:21, 217:12, 234:6 dates [5] - 107:21, 112:13, 177:7, 179:24, 198:16 Davis [5] - 4:17, 71:14, 103:6, 103:7, 103:8 DAVIS [2] - 1:10, 4:17 daycare [4] - 27:11, 70:8, 70:11 days [7] - 26:16, 26:17, 54:21, 129:6, 160:22, 237:6, 237:7 de [2] - 34:17, 239:4 deal [6] - 36:5, 47:16, 156:10, 163:2, 169:8, 203:17 dealing [3] - 75:25, 124:18, 126:9 deals [1] - 15:10 dealt [3] - 201:22, 245:5, 247:19 debacle [1] - 115:5 DEBORAH [2] - 2:11, 157:15 Deborah [14] - 2:24, 3:2, 3:3, 3:4, 3:5, 3:6, 3:11, 182:20, 182:25, 183:4, 183:6, 183:9, 183:12, 184:4 debt [5] - 29:3, 29:24, 30:1, 101:17, 102:2 December [16] - 59:9, 83:21, 107:23, 108:6, 197:3, 199:6, 205:5, 205:10, 209:20, 210:9, 217:10, 218:4, 218:13, 219:16, 226:11, 229:2 decide [1] - 25:7 decided [1] - 162:18 decides [1] - 238:25 deciding [1] - 225:22 decision [7] - 25:4, 25:8, 34:10, 123:1, 137:3, 144:17, 169:3 decisions [1] - 233:12 declassification [2] - 209:4, 212:18 declassified [4] - 220:17, 220:19, 223:5, 228:5 declassifying [1] -	208:19 decline [2] - 41:10, 41:11 decorum [1] - 5:15 decrease [1] - 40:11 deeds [1] - 19:2 deemed [2] - 34:22, 66:2 deficiencies [1] - 237:9 define [5] - 21:2, 122:20, 123:14, 123:15, 123:22 defined [3] - 119:13, 149:1, 188:6 definitely [1] - 67:12 definition [4] - 13:2, 13:4, 95:9, 125:6 degree [3] - 61:16, 115:11, 165:2 Degree [1] - 164:18 degrees [1] - 115:10 Delaware [1] - 41:18 delay [1] - 68:24 Delay [1] - 69:1 delayed [3] - 24:24, 68:8, 68:25 delays [1] - 68:23 delineate [2] - 71:2, 103:23 delineated [1] - 21:9 delineates [1] - 104:2 dem [1] - 51:7 demand [1] - 45:19 demographic [1] - 51:8 demographics [4] - 37:19, 37:21, 51:3 demonstrated [1] - 227:7 demonstrations [1] - 178:15 Dennis [1] - 5:5 department [4] - 170:13, 214:13, 224:2, 224:10 Department [8] - 2:22, 156:16, 158:2, 158:3, 159:2, 180:10, 182:14, 184:11 describe [6] - 40:25, 95:6, 120:6, 191:7, 234:19, 250:18 described [3] - 124:14, 161:24, 162:4 describing [2] - 120:16, 234:2 description [3] - 43:18, 48:15, 49:21 designation [2] - 8:15, 8:19 designed [4] - 60:15, 109:13, 179:1,	221:15 desirable [2] - 66:2, 67:14 desire [1] - 240:13 detail [3] - 105:23, 136:20, 217:16 detailed [2] - 120:11, 120:12 detailing [1] - 196:11 details [2] - 53:4, 210:1 determination [5] - 167:12, 167:13, 170:25, 226:22, 233:10 determine [17] - 4:6, 98:7, 130:18, 134:1, 165:22, 174:24, 178:12, 186:10, 190:18, 207:11, 207:12, 208:4, 212:12, 221:5, 223:14, 226:19, 229:12 determined [1] - 176:4 determining [2] - 65:20, 166:1 develop [5] - 96:22, 130:22, 141:20, 143:16, 191:17 developed [3] - 81:23, 96:22, 170:19 developing [1] - 37:6 development [2] - 29:15, 119:21 Development [2] - 8:22, 8:23 deviations [1] - 79:5 devil's [1] - 126:19 Dezoni [2] - 1:22, 5:3 dictate [1] - 37:15 differ [5] - 67:5, 98:21, 98:22, 141:8, 151:19 difference [12] - 44:8, 44:14, 47:5, 92:24, 98:25, 145:19, 161:3, 166:8, 221:8, 221:13, 221:17, 224:22 differences [1] - 79:4 different [29] - 20:13, 23:24, 26:12, 37:21, 40:21, 40:23, 44:19, 44:20, 51:22, 56:24, 59:4, 65:19, 75:17, 89:16, 90:8, 91:21, 91:25, 94:20, 96:21, 98:16, 104:8, 109:7, 140:2, 148:2, 161:25, 173:2, 176:2, 239:2 differently [3] - 201:3, 209:3, 234:19 differs [1] - 140:25 difficult [2] - 61:11,	62:7 difficulties [1] - 60:10 difficulty [3] - 18:5, 94:1, 154:10 DILGER [2] - 1:10, 4:14 Dilger [1] - 4:14 Dire [2] - 2:3, 2:7 DIRE [4] - 7:25, 10:25, 113:25, 116:20 DIRECT [4] - 15:9, 117:21, 157:17, 232:12 Direct [4] - 2:4, 2:9, 2:11, 2:14 direct [18] - 7:15, 64:23, 78:21, 78:25, 83:25, 96:18, 148:15, 169:20, 170:11, 171:3, 171:8, 184:21, 190:10, 206:19, 224:18, 249:19, 249:25, 251:20 directed [5] - 188:6, 188:23, 190:12, 211:13, 233:23 directing [1] - 250:14 direction [1] - 178:20 directive [2] - 110:25, 233:20 directly [2] - 141:24, 200:23 Director [2] - 232:19, 241:14 DIRECTORS [1] - 1:1 directors [4] - 142:14, 143:5, 143:23, 143:24 Directors [17] - 1:6, 121:21, 128:6, 131:23, 132:2, 135:8, 137:2, 141:11, 142:3, 143:22, 144:6, 144:8, 144:14, 144:17, 146:25, 147:16, 147:25 disability [2] - 222:23, 222:25 disabled [1] - 245:16 disagree [3] - 34:20, 135:24, 193:12 disagreeing [1] - 225:12 disciplinary [1] - 149:17 disciplined [1] - 150:16 disclose [1] - 29:25 disclosures [1] - 74:2 discovery [2] - 236:14, 236:23 discrepancy [1] - 105:11
D				
Dan [7] - 169:11, 170:10, 174:19, 177:25, 180:25, 187:3, 233:12 Daniel [1] - 164:12 DANIEL [1] - 1:20 Darby [6] - 98:12, 98:22, 111:5, 111:6, 111:14, 112:1 Data [1] - 205:18 data [7] - 159:25, 179:19, 206:5, 207:14, 208:12, 214:12, 214:14 Date [1] - 59:8 date [34] - 7:7, 19:21, 28:12, 28:15, 56:6, 57:22, 67:14, 70:3, 87:9, 108:5, 110:16, 112:10, 123:14, 123:16, 123:17, 123:20, 123:25, 153:4, 153:8, 177:8, 179:16, 185:11, 186:23, 189:16, 197:1, 197:3, 213:10, 213:11, 213:18, 213:19, 214:1, 235:16 Dated [6] - 2:20, 3:14,				

<p>discuss [2] - 11:15, 239:21</p> <p>discussed [7] - 6:24, 126:16, 153:11, 180:4, 199:3, 239:11, 239:18</p> <p>discussion [1] - 128:11</p> <p>disparity [5] - 42:8, 43:12, 46:20, 49:23, 53:1</p> <p>disposing [1] - 210:10</p> <p>disposition [1] - 9:22</p> <p>dispute [3] - 167:15, 186:5, 221:6</p> <p>disputes [1] - 190:19</p> <p>disruptive [1] - 5:16</p> <p>distill [1] - 160:16</p> <p>distribution [1] - 49:9</p> <p>DISTRICT [1] - 1:1</p> <p>district [63] - 6:14, 12:19, 24:25, 34:10, 67:20, 69:4, 69:17, 72:5, 73:10, 118:24, 128:5, 131:11, 131:18, 131:22, 131:24, 132:19, 136:7, 142:14, 151:15, 153:18, 156:9, 158:19, 158:20, 167:1, 169:24, 174:10, 174:12, 174:16, 175:3, 176:21, 178:2, 178:6, 184:11, 185:14, 186:17, 189:16, 190:8, 190:25, 191:8, 194:13, 194:19, 195:1, 201:5, 203:21, 205:14, 208:9, 225:15, 225:21, 228:6, 228:9, 228:13, 229:2, 230:21, 230:23, 233:24, 234:6, 234:25, 237:5, 238:2, 239:19, 239:24, 241:23</p> <p>District [29] - 1:6, 12:19, 19:8, 28:6, 30:18, 35:17, 63:8, 64:16, 76:9, 129:21, 130:3, 131:2, 131:4, 131:16, 132:3, 151:8, 151:14, 152:7, 171:21, 173:10, 173:23, 175:14, 175:19, 176:7, 181:4, 200:21, 204:9, 222:11, 222:14</p> <p>district's [7] - 156:18, 191:9, 198:3, 198:6,</p>	<p>205:25, 210:10, 217:12</p> <p>District's [1] - 175:8</p> <p>districts [14] - 72:3, 109:12, 159:6, 159:10, 159:14, 165:22, 172:10, 172:17, 172:21, 173:6, 173:9, 194:21, 198:23, 221:21</p> <p>doctored [2] - 228:23, 230:1</p> <p>document [25] - 11:9, 19:9, 19:25, 27:22, 28:2, 30:19, 78:4, 93:9, 100:9, 101:18, 104:4, 133:11, 148:8, 148:10, 148:12, 148:13, 148:20, 152:4, 185:25, 191:24, 199:12, 213:23, 232:25, 244:1, 244:4</p> <p>documentation [5] - 178:13, 190:14, 190:20, 196:17, 220:12</p> <p>documents [25] - 13:13, 31:6, 68:17, 68:19, 73:18, 78:2, 87:25, 88:1, 171:15, 178:15, 178:19, 178:20, 184:24, 185:5, 199:12, 217:23, 223:22, 223:25, 228:23, 235:6, 235:13, 236:3, 236:25, 237:1, 240:4</p> <p>dollars [2] - 29:15, 55:21</p> <p>done [29] - 32:19, 59:22, 63:7, 75:2, 76:2, 92:14, 116:21, 119:5, 123:17, 124:12, 125:9, 127:8, 127:16, 127:17, 144:19, 149:2, 165:9, 165:16, 168:1, 185:23, 190:14, 192:14, 194:19, 200:2, 211:25, 212:3, 215:25, 220:5, 220:7</p> <p>DONNA [1] - 1:24</p> <p>door [6] - 55:25, 56:11, 58:3, 58:10, 61:23, 61:25</p> <p>doors [1] - 111:3</p> <p>doubt [2] - 140:8, 245:12</p> <p>down [13] - 21:14, 60:3, 61:8, 61:13,</p>	<p>102:22, 137:21, 139:6, 160:16, 210:6, 238:13, 238:17, 244:22, 250:6</p> <p>downtown [1] - 51:1</p> <p>dozen [1] - 116:23</p> <p>Dr [19] - 177:3, 177:11, 179:9, 179:13, 181:15, 185:21, 187:20, 188:14, 188:21, 189:1, 190:2, 190:8, 193:19, 194:7, 195:24, 196:7, 197:13, 198:9, 204:14</p> <p>drafted [1] - 102:23</p> <p>drafting [1] - 202:13</p> <p>draw [3] - 187:11, 206:22, 215:20</p> <p>DRC [2] - 206:5, 207:14</p> <p>drive [2] - 66:11, 102:22</p> <p>Drive [2] - 49:2, 54:7</p> <p>drop [1] - 60:3</p> <p>drugstores [1] - 32:9</p> <p>dry [2] - 140:4, 149:23</p> <p>due [4] - 24:17, 24:21, 25:9, 193:12</p> <p>duly [4] - 7:23, 113:23, 157:15, 232:10</p> <p>During [3] - 211:21, 231:25, 236:18</p> <p>during [15] - 54:18, 62:22, 113:14, 173:16, 173:19, 173:23, 185:1, 189:3, 198:22, 203:7, 205:19, 226:16, 234:9, 236:21, 238:5</p> <p>duties [2] - 158:17, 207:19</p> <p>duty [1] - 236:24</p> <p>Dwight [23] - 2:24, 3:2, 3:3, 3:4, 3:5, 3:6, 3:7, 3:8, 3:9, 3:10, 3:12, 4:22, 182:19, 183:1, 183:3, 183:6, 183:9, 183:13, 183:15, 183:18, 183:22, 184:1, 184:5</p>	<p>216:16, 216:18, 235:13, 235:14, 235:24, 243:5, 243:9, 243:22, 244:7, 245:23</p> <p>e-mails [1] - 213:12</p> <p>easier [1] - 202:6</p> <p>East [5] - 1:20, 8:14, 37:20, 38:2, 57:2</p> <p>east [4] - 41:16, 41:17, 56:21, 56:23</p> <p>Ed [1] - 169:13</p> <p>ed [14] - 173:4, 191:25, 194:23, 200:24, 203:23, 209:5, 220:20, 222:22, 226:14, 228:8, 230:15, 230:18, 230:19</p> <p>edition [5] - 138:4, 138:7, 138:10, 138:13, 138:15</p> <p>educated [1] - 221:7</p> <p>education [48] - 8:18, 45:13, 158:22, 159:3, 159:4, 164:21, 164:23, 165:1, 165:9, 165:20, 166:10, 167:6, 168:17, 169:3, 169:24, 170:25, 171:1, 172:9, 172:24, 173:22, 175:10, 175:16, 177:4, 186:7, 186:12, 186:18, 187:8, 187:15, 191:20, 192:2, 192:5, 199:25, 203:4, 203:17, 203:20, 207:11, 214:9, 218:16, 218:24, 219:1, 221:14, 223:15, 225:18, 226:4, 226:7, 227:3</p> <p>Education [14] - 2:22, 153:19, 156:16, 157:25, 158:2, 158:3, 158:13, 159:2, 161:5, 164:16, 164:19, 180:10, 182:14, 204:8</p> <p>educational [6] - 6:6, 8:13, 108:14, 108:20, 155:21, 209:16</p> <p>Educational [1] - 226:21</p> <p>educator [2] - 216:1, 230:24</p> <p>effect [3] - 72:25, 75:9</p> <p>effective [5] - 28:12, 28:15, 87:9, 138:7,</p>	<p>138:13</p> <p>effort [4] - 76:21, 154:6, 156:13, 200:14</p> <p>ego [1] - 234:21</p> <p>eight [10] - 61:24, 68:4, 80:7, 107:3, 158:15, 165:3, 229:24, 229:25, 230:7</p> <p>Eighth [1] - 1:17</p> <p>Either [1] - 106:10</p> <p>either [15] - 31:14, 33:22, 69:8, 91:8, 120:3, 120:19, 148:16, 154:11, 155:16, 206:23, 209:11, 218:7, 238:23, 240:8, 251:23</p> <p>elect [2] - 132:21, 157:4</p> <p>Election [1] - 248:1</p> <p>election [7] - 234:9, 235:17, 235:21, 238:5, 239:22, 244:12, 245:1</p> <p>Elections [4] - 3:19, 232:19, 241:14, 243:23</p> <p>elections [2] - 241:15</p> <p>electronic [1] - 7:6</p> <p>electronically [1] - 7:6</p> <p>Elementary [1] - 89:13</p> <p>eligibility [2] - 221:5, 221:14</p> <p>eligible [3] - 203:4, 219:19, 221:25</p> <p>Ellen [4] - 4:21, 180:23, 216:14, 224:13</p> <p>ELLEN [1] - 1:14</p> <p>employed [1] - 232:18</p> <p>employee [2] - 236:22, 239:20</p> <p>employment [1] - 212:10</p> <p>empowered [1] - 221:4</p> <p>empty [1] - 71:9</p> <p>encounter [1] - 230:5</p> <p>encountered [2] - 213:23, 230:4</p> <p>end [5] - 160:14, 160:15, 185:2, 247:9, 247:14</p> <p>End [1] - 38:3</p> <p>ended [1] - 211:7</p> <p>enforceability [1] - 186:25</p> <p>engage [4] - 5:15, 7:15, 162:8, 184:20</p> <p>engagement [4] - 127:2, 130:16, 130:17, 131:17</p>
		E		
		<p>E-mail [4] - 3:6, 3:9, 183:12, 183:21</p> <p>e-mail [17] - 131:21, 197:13, 198:18, 198:24, 214:21, 215:1, 215:4,</p>		

<p>enormous ^[1] - 214:12</p> <p>ensuing ^[1] - 160:3</p> <p>ensure ^[2] - 7:11, 76:11</p> <p>entanglement ^[4] - 233:21, 233:22, 234:8, 238:4</p> <p>enter ^[3] - 32:3, 47:21, 47:25</p> <p>entered ^[9] - 33:5, 78:9, 84:20, 107:1, 107:18, 107:21, 110:15, 233:10, 233:14</p> <p>entering/exiting ^[1] - 242:20</p> <p>entire ^[1] - 132:24</p> <p>entities ^[2] - 72:4, 148:2</p> <p>entitled ^[4] - 19:10, 29:18, 76:2, 176:5</p> <p>entity ^[2] - 22:20, 122:12</p> <p>environment ^[9] - 221:7, 221:15, 221:16, 221:18, 221:19, 221:22, 221:24, 221:25, 222:2</p> <p>equal ^[1] - 29:12</p> <p>error ^[1] - 148:20</p> <p>errored ^[1] - 139:16</p> <p>escalations ^[2] - 47:17, 47:18</p> <p>especially ^[2] - 45:1, 62:10</p> <p>Especially ^[1] - 46:9</p> <p>ESQ ^[3] - 1:12, 1:14, 1:17</p> <p>essence ^[2] - 224:19, 229:3</p> <p>essentially ^[4] - 9:22, 65:18, 125:6, 202:12</p> <p>establish ^[3] - 83:4, 101:2, 225:21</p> <p>established ^[4] - 74:20, 216:14, 216:23, 242:7</p> <p>establishing ^[2] - 14:8, 146:4</p> <p>establishment ^[1] - 115:6</p> <p>estate ^[23] - 8:7, 8:8, 8:15, 8:18, 9:2, 15:10, 15:15, 32:12, 37:25, 40:22, 45:4, 46:7, 65:12, 66:19, 95:17, 108:2, 108:21, 111:13, 114:11, 114:12, 114:17, 114:21</p> <p>Estate ^[5] - 3:19, 51:19, 130:2, 149:18</p> <p>estimate ^[4] - 15:13, 93:3, 222:14, 222:18</p>	<p>et ^[7] - 15:25, 21:5, 37:17, 72:23, 124:17, 129:17, 214:11</p> <p>evaluate ^[2] - 32:13, 221:6</p> <p>evaluated ^[3] - 218:9, 218:11, 221:24</p> <p>evaluating ^[3] - 82:7, 161:20, 161:21</p> <p>evaluation ^[12] - 16:19, 35:24, 123:17, 123:20, 125:1, 125:3, 125:4, 125:10, 125:12, 126:9, 221:4, 240:11</p> <p>evaluations ^[1] - 125:9</p> <p>event ^[4] - 5:15, 76:17, 203:1, 238:25</p> <p>eventually ^[2] - 9:17, 73:12</p> <p>everywhere ^[2] - 248:4, 248:5</p> <p>evidence ^[49] - 5:22, 6:2, 6:9, 6:12, 7:3, 7:7, 7:11, 24:13, 24:16, 25:4, 25:5, 25:9, 33:6, 33:8, 33:9, 33:11, 34:19, 63:8, 63:15, 64:8, 110:14, 110:15, 110:22, 130:7, 148:9, 148:11, 148:13, 148:18, 151:8, 152:7, 153:12, 154:21, 157:3, 170:3, 174:17, 180:8, 181:8, 225:13, 228:22, 233:11, 234:7, 235:11, 237:15, 238:3, 242:5, 249:11, 250:13, 253:8</p> <p>evidenced ^[1] - 19:15</p> <p>evident ^[1] - 229:25</p> <p>exact ^[4] - 18:17, 29:8, 154:20, 177:7</p> <p>Exactly ^[7] - 166:25, 202:15, 203:12, 211:5, 219:3, 227:15, 227:21</p> <p>exactly ^[5] - 29:10, 40:25, 68:1, 166:16, 210:10</p> <p>exam ^[1] - 114:24</p> <p>Examination ^[16] - 2:3, 2:4, 2:5, 2:5, 2:6, 2:7, 2:9, 2:9, 2:10, 2:11, 2:12, 2:12, 2:13, 2:14, 2:15, 2:15</p> <p>examination ^[10] - 7:16, 14:25, 64:18,</p>	<p>65:2, 96:8, 145:10, 171:3, 181:10, 222:10, 225:24</p> <p>EXAMINATION ^[19] - 7:25, 10:25, 15:9, 67:18, 100:5, 112:9, 113:25, 116:20, 117:21, 130:14, 146:16, 157:17, 164:11, 202:5, 228:21, 229:10, 232:12, 243:4, 245:21</p> <p>examine ^[7] - 10:21, 75:20, 110:17, 130:11, 184:20, 200:10</p> <p>examined ^[4] - 7:23, 113:24, 157:15, 232:10</p> <p>examining ^[2] - 16:3, 105:2</p> <p>Example ^[1] - 32:3</p> <p>example ^[16] - 23:22, 31:24, 32:7, 37:22, 79:7, 98:11, 109:9, 125:11, 125:20, 134:16, 154:7, 161:11, 162:13, 212:23, 234:9, 238:5</p> <p>exams ^[1] - 114:23</p> <p>exceeded ^[1] - 136:22</p> <p>Excellence ^[4] - 97:24, 111:2, 111:22, 112:3</p> <p>except ^[3] - 142:20, 143:1, 221:5</p> <p>excepting ^[1] - 141:2</p> <p>exception ^[4] - 33:11, 113:1, 242:7, 242:8</p> <p>exceptionally ^[1] - 31:7</p> <p>excess ^[1] - 66:10</p> <p>exchanged ^[1] - 171:20</p> <p>exclude ^[1] - 187:6</p> <p>exclusive ^[3] - 21:9, 62:14, 65:7</p> <p>exclusively ^[3] - 17:11, 91:13, 108:10</p> <p>exclusivity ^[2] - 66:14, 66:15</p> <p>Excuse ^[1] - 92:17</p> <p>excuse ^[5] - 30:19, 36:11, 99:17, 113:10, 188:22</p> <p>excused ^[4] - 113:8, 151:4, 231:6, 251:4</p> <p>executed ^[2] - 111:24, 226:22</p> <p>Exhibit ^[33] - 2:18, 12:23, 19:8, 28:6, 30:18, 35:17, 76:9, 130:3, 152:6, 152:10, 180:7,</p>	<p>180:11, 181:2, 182:15, 182:17, 182:21, 182:23, 183:2, 183:5, 183:8, 183:11, 183:14, 183:16, 183:20, 183:23, 183:25, 184:3, 184:6, 217:25, 218:5, 226:12, 229:3, 232:23</p> <p>exhibit ^[7] - 5:22, 151:22, 154:21, 185:10, 187:24, 197:8, 233:14</p> <p>Exhibits ^[3] - 3:22, 6:11, 184:13</p> <p>exhibits ^[17] - 5:19, 7:3, 7:6, 153:14, 153:25, 154:11, 154:15, 154:17, 157:5, 181:25, 182:3, 184:14, 184:17, 184:22, 184:25, 232:25, 233:7</p> <p>EXHIBITS ^[2] - 2:17, 3:1</p> <p>existed ^[1] - 244:11</p> <p>existence ^[2] - 97:22, 97:23</p> <p>existing ^[1] - 78:24</p> <p>exists ^[5] - 87:23, 125:5, 125:7, 222:4, 234:22</p> <p>exit ^[7] - 36:19, 36:21, 41:5, 41:20, 226:3</p> <p>exited ^[6] - 207:10, 223:15, 225:17, 226:7, 226:14, 227:3</p> <p>exits ^[1] - 219:19</p> <p>expand ^[1] - 136:21</p> <p>expansion ^[7] - 29:9, 29:15, 100:12, 101:6, 101:16, 101:18, 101:21</p> <p>Expansion ^[1] - 29:18</p> <p>expect ^[8] - 5:14, 39:2, 39:25, 42:9, 47:2, 100:23, 102:20, 112:19</p> <p>expectation ^[1] - 13:9</p> <p>expected ^[1] - 53:10</p> <p>expedite ^[4] - 7:11, 184:9, 231:17, 233:4</p> <p>expedites ^[1] - 77:6</p> <p>expense ^[3] - 40:10, 54:19, 54:24</p> <p>expenses ^[4] - 20:22, 102:7, 102:18, 102:22</p> <p>experience ^[14] - 20:4, 21:19, 27:20, 88:9, 88:13, 88:16, 89:24, 90:15, 93:23, 94:5,</p>	<p>164:25, 221:3, 229:25, 247:25</p> <p>expert ^[15] - 10:3, 10:16, 10:19, 14:6, 24:6, 24:8, 35:1, 35:7, 35:20, 75:1, 83:17, 107:15, 115:24, 116:11, 116:16</p> <p>expertise ^[2] - 127:7, 134:13</p> <p>experts ^[1] - 235:2</p> <p>explain ^[6] - 108:18, 109:15, 143:10, 149:10, 159:16, 225:7</p> <p>explained ^[2] - 33:25, 196:8</p> <p>explanation ^[1] - 234:2</p> <p>explanatory ^[1] - 217:24</p> <p>explicit ^[1] - 121:7</p> <p>exposure ^[1] - 66:3</p> <p>expressed ^[2] - 110:20, 190:7</p> <p>expressing ^[1] - 133:11</p> <p>extend ^[1] - 7:8</p> <p>extended ^[1] - 25:10</p> <p>extent ^[12] - 7:10, 34:18, 126:2, 128:4, 154:15, 155:20, 155:22, 235:1, 235:3, 238:23, 239:16, 240:19</p> <p>extra ^[2] - 152:18, 231:13</p> <p>extraordinary ^[1] - 137:17</p> <p>extras ^[1] - 48:22</p> <p>eyes ^[4] - 119:6, 121:3, 121:4, 121:8</p>	
					F
					<p>F-A-R-R-E-L-L ^[1] - 198:20</p> <p>fabricated ^[1] - 228:23</p> <p>faced ^[1] - 169:23</p> <p>facilitate ^[1] - 200:16</p> <p>facilitated ^[2] - 159:24, 160:2</p> <p>facilitating ^[1] - 65:1</p> <p>facilities ^[1] - 165:10</p> <p>facility ^[3] - 165:17, 230:24, 242:19</p> <p>fact ^[39] - 17:12, 34:13, 34:14, 74:15, 80:3, 93:18, 98:4, 101:5, 102:9, 107:15, 121:9, 124:18, 124:25, 125:5, 125:6,</p>

<p>138:15, 138:22, 141:14, 144:4, 150:2, 155:23, 161:25, 162:8, 162:9, 162:12, 162:15, 162:17, 163:16, 163:19, 163:21, 176:9, 177:12, 178:23, 188:8, 188:18, 215:13, 216:24, 229:18, 243:25</p> <p>factor [2] - 66:5, 66:8</p> <p>factors [4] - 65:19, 87:12, 89:2, 105:18</p> <p>facts [5] - 101:1, 216:15, 224:25, 225:2</p> <p>fair [26] - 10:4, 10:19, 11:9, 13:15, 14:8, 24:8, 25:8, 40:17, 45:14, 56:18, 61:17, 62:21, 65:5, 69:5, 69:18, 73:13, 98:8, 145:2, 146:4, 188:2, 198:10, 198:13, 202:18, 207:1, 222:13, 227:17</p> <p>Fair [1] - 122:14</p> <p>fairly [2] - 204:4, 230:3</p> <p>fall [3] - 73:1, 91:22, 176:18</p> <p>falsified [1] - 229:13</p> <p>familiar [10] - 12:8, 13:23, 36:15, 41:24, 49:4, 52:7, 111:13, 112:22, 117:6, 165:19</p> <p>families [3] - 155:18, 156:12, 188:25</p> <p>family [1] - 234:21</p> <p>Family [1] - 153:19</p> <p>Far [1] - 41:18</p> <p>far [13] - 27:9, 41:3, 45:7, 49:10, 56:24, 71:8, 132:24, 157:3, 160:15, 187:2, 192:11, 193:14, 240:3</p> <p>Farrell [3] - 3:9, 183:21, 198:18</p> <p>fashion [1] - 7:16</p> <p>fast [1] - 32:9</p> <p>favorable [3] - 225:20, 225:23</p> <p>feasibly [1] - 156:23</p> <p>February [7] - 31:1, 177:2, 181:16, 189:6, 189:21, 190:10, 213:17</p> <p>federal [2] - 161:4, 165:23</p> <p>Federal [2] - 166:4, 214:13</p> <p>feedback [1] - 15:25</p>	<p>feet [20] - 38:7, 38:15, 39:4, 42:8, 43:10, 46:16, 49:22, 49:25, 52:21, 55:20, 56:1, 57:13, 58:16, 59:11, 59:22, 66:10, 66:11, 124:7, 250:8</p> <p>felt [3] - 56:17, 202:19, 203:15</p> <p>FENNICK [71] - 1:19, 1:20, 5:1, 6:10, 6:18, 12:14, 153:4, 155:2, 155:6, 155:11, 155:15, 162:1, 163:9, 164:11, 168:24, 169:10, 169:15, 169:22, 170:5, 170:7, 170:23, 171:4, 171:9, 171:11, 174:13, 175:22, 175:25, 176:3, 180:15, 180:23, 181:1, 181:11, 181:20, 182:2, 182:4, 182:7, 184:18, 185:3, 186:19, 186:24, 187:5, 195:11, 195:13, 195:15, 197:20, 200:10, 200:15, 206:14, 208:21, 210:19, 216:25, 217:6, 217:19, 220:21, 220:24, 223:10, 225:11, 225:20, 228:18, 228:21, 229:6, 229:15, 231:11, 231:19, 231:23, 232:1, 233:6, 233:13, 237:20, 248:17, 249:8</p> <p>Fennick [14] - 2:12, 2:13, 4:24, 6:8, 34:15, 155:1, 156:14, 164:12, 176:2, 184:16, 185:2, 200:19, 228:19, 251:24</p> <p>Fennick's [1] - 181:10</p> <p>Fennick.. [1] - 181:10</p> <p>FERPA [2] - 155:8, 157:9</p> <p>few [9] - 8:24, 9:18, 66:10, 68:23, 120:21, 146:14, 164:15, 166:22, 170:9</p> <p>Fidel [1] - 36:11</p> <p>Fidelity [11] - 36:12, 36:16, 39:16, 39:20, 41:13, 53:14, 80:15, 85:3, 104:16,</p>	<p>106:10, 106:12</p> <p>field [7] - 10:4, 14:6, 23:17, 116:16, 165:1, 165:9, 170:25</p> <p>Fifteen [1] - 246:6</p> <p>fifty [1] - 143:24</p> <p>Fifty [2] - 247:2, 247:3</p> <p>fight [1] - 190:16</p> <p>figure [1] - 148:14</p> <p>figures [1] - 208:8</p> <p>file [14] - 135:23, 160:5, 160:14, 167:6, 188:15, 193:11, 210:1, 218:8, 218:11, 218:13, 220:3, 224:7, 226:16, 240:18</p> <p>filed [4] - 196:6, 201:9, 211:8, 215:22</p> <p>files [12] - 160:18, 175:10, 175:13, 210:13, 210:25, 211:12, 213:20, 218:7, 219:12, 220:4, 226:19, 230:3</p> <p>filing [2] - 194:11, 215:23</p> <p>fill [2] - 198:14, 198:15</p> <p>final [2] - 196:17, 240:5</p> <p>Finally [1] - 235:12</p> <p>finally [1] - 195:22</p> <p>finance [1] - 94:2</p> <p>financial [2] - 89:3, 91:12</p> <p>financing [3] - 93:13, 93:23, 94:2</p> <p>findings [10] - 17:12, 179:10, 179:12, 179:17, 179:18, 179:19, 179:20, 181:6, 191:14, 201:22</p> <p>Fine [1] - 250:16</p> <p>fine [7] - 14:20, 64:25, 99:11, 129:18, 140:5, 224:14, 225:5</p> <p>finish [2] - 159:22, 170:5</p> <p>finished [2] - 45:4, 99:16</p> <p>fire [1] - 244:20</p> <p>firm [1] - 86:8</p> <p>FIRREA [1] - 115:5</p> <p>First [8] - 7:2, 36:11, 36:15, 55:17, 138:12, 233:19, 238:22, 239:8</p> <p>first [53] - 5:8, 6:16, 9:14, 10:1, 19:17, 28:15, 36:5, 36:11, 36:20, 41:20, 53:17, 55:16, 58:13, 67:19, 68:7, 69:3, 69:7,</p>	<p>100:6, 116:5, 118:22, 119:10, 119:20, 122:2, 123:9, 131:7, 133:4, 140:14, 140:17, 141:14, 141:18, 142:11, 142:15, 153:7, 160:13, 164:19, 187:22, 191:17, 193:17, 195:22, 195:23, 196:1, 197:20, 209:17, 210:5, 218:6, 218:19, 218:20, 221:14, 239:25, 240:4, 244:1, 244:22, 245:15</p> <p>fit [1] - 132:22</p> <p>five [20] - 8:10, 9:4, 20:8, 46:24, 47:17, 47:21, 48:4, 48:8, 66:24, 84:20, 86:13, 171:6, 171:12, 209:8, 209:17, 214:11, 218:6, 218:7, 230:16</p> <p>Five [4] - 42:21, 42:24, 43:23, 52:12</p> <p>flat [3] - 21:6, 26:4</p> <p>flexible [1] - 224:20</p> <p>Floor [1] - 158:11</p> <p>flow [1] - 207:7</p> <p>fluctuate [1] - 60:7</p> <p>focus [2] - 104:13, 124:25</p> <p>folks [8] - 148:16, 152:2, 156:9, 169:13, 174:15, 174:22, 178:6, 178:7</p> <p>Follow [2] - 139:5, 150:1</p> <p>follow [3] - 228:4, 228:15, 229:7</p> <p>Follow-up [1] - 150:1</p> <p>follow-up [2] - 228:15, 229:7</p> <p>followed [1] - 217:4</p> <p>following [7] - 96:7, 161:9, 174:9, 175:19, 233:25, 236:15, 237:4</p> <p>follows [5] - 7:24, 113:24, 157:16, 232:11, 233:18</p> <p>food [1] - 32:9</p> <p>foot [70] - 20:11, 38:17, 38:25, 39:3, 39:7, 39:8, 39:25, 40:14, 42:10, 42:11, 42:13, 42:19, 43:13, 43:14, 44:2, 44:9, 44:16, 45:19, 46:22, 46:23, 47:3, 47:25, 48:15, 48:17, 52:2,</p>	<p>53:7, 53:18, 53:19, 53:22, 53:24, 54:1, 54:3, 54:10, 54:11, 55:22, 56:2, 56:4, 57:15, 57:16, 57:24, 58:12, 58:20, 58:21, 59:14, 59:15, 59:18, 59:19, 59:24, 60:5, 61:22, 62:5, 62:13, 65:6, 65:15, 72:18, 73:5, 79:25, 83:4, 92:23, 102:19, 104:5, 105:3, 105:7, 105:9, 110:4, 119:4, 129:8, 141:20</p> <p>foot... [1] - 50:15</p> <p>footage [18] - 23:25, 38:10, 38:11, 40:11, 55:19, 57:9, 57:12, 58:11, 59:10, 81:11, 81:22, 85:13, 92:14, 93:2, 93:4, 98:13, 103:23, 104:3</p> <p>foregoing [1] - 253:10</p> <p>forensics [1] - 229:11</p> <p>forest [1] - 220:10</p> <p>forgets [1] - 237:22</p> <p>forgive [2] - 118:1, 128:15</p> <p>forgotten [1] - 25:14</p> <p>Fork [1] - 50:20</p> <p>form [13] - 25:2, 66:12, 77:19, 104:9, 120:3, 120:20, 130:25, 160:1, 194:12, 194:18, 198:14, 227:6</p> <p>formal [9] - 76:18, 163:18, 188:5, 194:11, 194:16, 196:9, 200:3, 201:8, 219:9</p> <p>formally [1] - 213:17</p> <p>format [1] - 216:9</p> <p>formed [1] - 22:21</p> <p>forms [1] - 120:2</p> <p>fort [1] - 122:23</p> <p>forth [14] - 29:17, 74:8, 74:17, 87:2, 121:7, 126:12, 127:25, 133:17, 140:14, 140:17, 140:18, 140:21, 141:1, 187:9</p> <p>forward [2] - 127:18, 223:22</p> <p>forwarded [1] - 235:15</p> <p>forwards [1] - 20:25</p> <p>foundation [3] - 149:21, 150:8, 225:22</p> <p>Foundation [1] - 115:7</p> <p>founded [3] - 174:6, 175:3, 176:23</p>
--	--	--	---	--

Founded ^[1] - 175:1 founding ^[1] - 150:11 Fountain ^[5] - 45:25, 46:10, 53:25, 105:5, 105:7 four ^[6] - 54:8, 95:10, 117:9, 124:8, 150:20, 181:7 fourth ^[4] - 147:7, 190:11, 197:5, 197:8 Fourth ^[4] - 51:1, 147:11, 147:12, 197:11 fraction ^[1] - 38:11 frame ^[3] - 58:9, 108:8, 203:13 franchise ^[1] - 31:20 franchises ^[1] - 32:9 frankly ^[1] - 127:23 free ^[2] - 181:24, 251:11 Friday ^[5] - 21:18, 26:14, 62:6, 91:17, 103:24 front ^[7] - 79:8, 100:9, 121:15, 126:4, 126:10, 197:23, 235:9 fulfill ^[1] - 216:9 full ^[5] - 9:13, 22:12, 26:11, 129:10, 143:17 fully ^[5] - 184:25, 207:21, 217:23, 240:24, 253:8 function ^[3] - 221:9, 221:10, 222:2 fundamental ^[2] - 123:9, 124:1 fundamentally ^[2] - 119:5, 127:21 future ^[1] - 247:15	190:3, 191:4, 203:17, 203:19, 214:7, 242:14 General ^[3] - 12:3, 70:10, 114:18 generalities ^[2] - 79:2, 79:5 generally ^[8] - 43:2, 81:13, 90:21, 92:2, 97:20, 105:17, 160:17, 222:25 Generally ^[3] - 44:1, 54:24, 111:13 generate ^[2] - 68:21, 68:23 generated ^[4] - 104:13, 172:20, 173:8, 214:16 generating ^[1] - 215:10 gentleman ^[2] - 9:19, 34:25 geography ^[2] - 117:6, 127:12 gist ^[1] - 190:23 Given ^[1] - 167:5 given ^[18] - 9:13, 24:15, 62:14, 65:7, 68:5, 72:24, 73:22, 77:8, 93:9, 136:10, 193:19, 194:21, 194:22, 200:6, 215:2, 215:4, 224:17, 250:22 GLARCC ^[2] - 229:21, 229:22 goals ^[1] - 161:13 gonna ^[1] - 16:8 Google ^[1] - 119:6 governs ^[4] - 12:9, 133:21, 186:6, 186:8 grade ^[1] - 203:23 grades ^[4] - 203:16, 203:19, 203:24, 204:2 Graduated ^[1] - 8:14 granted ^[1] - 21:8 great ^[1] - 127:21 Great ^[1] - 229:21 Green ^[1] - 116:3 Grier ^[4] - 235:14, 243:9, 243:22, 244:8 gross ^[7] - 20:24, 21:3, 42:16, 42:17, 55:21, 55:22, 58:12 Gross ^[1] - 21:2 ground ^[11] - 19:1, 30:12, 31:10, 31:13, 31:15, 31:17, 31:18, 32:6, 32:8, 35:11, 166:7 Ground ^[2] - 3:16, 30:15 group ^[1] - 169:4 guess ^[8] - 32:21,	42:1, 105:22, 114:13, 122:8, 132:8, 203:2, 243:9 guessing ^[1] - 196:25 guidelines ^[1] - 74:17 guiding ^[1] - 160:1 Gustafson ^[4] - 2:23, 2:25, 182:17, 182:22 guys ^[3] - 220:10, 232:4, 240:7	178:11, 181:25, 193:12, 221:5, 231:25, 235:2, 237:18, 239:23, 251:23, 252:2, 253:9 hearsay ^[10] - 16:23, 17:12, 236:4, 242:8, 246:7, 246:14, 249:20, 250:3, 250:14 heart ^[1] - 46:14 heating ^[2] - 23:23, 51:17 held ^[10] - 1:4, 4:8, 14:6, 17:18, 149:14, 158:14, 234:10, 238:6, 239:12, 241:15 help ^[4] - 155:9, 155:19, 208:18, 231:16 Help ^[1] - 196:19 helpful ^[5] - 152:2, 178:17, 190:5, 228:1, 228:3 henceforth ^[1] - 191:23 Henry ^[1] - 4:16 HENRY ^[1] - 1:9 hereby ^[1] - 253:7 heroic ^[1] - 176:10 herself ^[1] - 4:19 Hi ^[3] - 164:14, 232:14, 232:15 high ^[7] - 89:13, 172:14, 208:19, 220:19, 221:3, 247:25, 248:3 higher ^[15] - 38:21, 39:8, 44:6, 44:22, 48:19, 51:7, 51:9, 57:2, 57:4, 78:21, 78:23, 79:18, 79:24, 80:4, 105:15 Highest ^[1] - 95:18 highest ^[12] - 8:17, 44:16, 81:11, 95:6, 95:10, 96:2, 96:11, 96:14, 96:23, 97:8, 99:1, 120:4 highlighted ^[1] - 147:12 himself ^[1] - 47:16 hired ^[4] - 76:1, 117:22, 119:12, 164:19 Hold ^[4] - 91:7, 148:8, 186:20, 232:3 hold ^[4] - 101:23, 102:3, 223:18, 225:25 holds ^[1] - 101:20 hole ^[1] - 152:16 Holt ^[1] - 253:14 home ^[2] - 134:17,	240:19 honest ^[1] - 148:3 honestly ^[1] - 62:23 hope ^[3] - 77:6, 154:5, 204:6 hopefully ^[2] - 7:16, 202:9 Hopefully ^[3] - 90:25, 99:18, 99:19 host ^[1] - 42:2 hours ^[6] - 21:14, 21:15, 91:19, 91:25, 92:1, 166:22 house ^[2] - 125:13, 129:13 housed ^[1] - 27:8 housekeeping ^[1] - 63:12 huge ^[1] - 38:20 hum ^[77] - 20:14, 23:2, 27:16, 27:18, 29:1, 32:5, 41:15, 41:23, 46:25, 47:7, 47:23, 48:14, 49:3, 49:14, 50:9, 53:16, 60:2, 61:3, 62:4, 69:25, 79:9, 80:17, 81:19, 88:18, 92:6, 97:5, 99:24, 103:22, 104:15, 104:18, 105:8, 106:4, 106:14, 107:5, 107:17, 108:25, 109:23, 109:25, 110:7, 112:12, 160:20, 162:22, 162:25, 165:15, 166:19, 168:4, 168:7, 168:10, 192:10, 193:2, 193:7, 198:19, 199:9, 202:11, 202:17, 203:22, 204:5, 204:18, 205:15, 205:20, 207:20, 208:11, 210:4, 212:17, 212:22, 213:3, 213:22, 214:25, 215:15, 216:3, 222:19, 222:24, 223:3, 223:8, 244:3, 247:4, 247:17 hundred ^[5] - 15:14, 39:13, 63:4, 63:5, 66:10 hundreds ^[1] - 15:14 hung ^[2] - 133:20, 149:23 hybrid ^[1] - 200:12 hypothetical ^[31] - 66:23, 73:22, 76:19, 83:5, 108:22, 109:1, 109:3, 125:1, 125:2, 125:4, 125:8,
G				
Gap ^[1] - 41:18 garbage ^[3] - 54:22, 54:23, 55:2 gas ^[4] - 129:14, 129:15, 129:17 gather ^[2] - 24:12, 174:17 Geiger ^[8] - 3:18, 113:21, 114:1, 117:22, 125:15, 129:13, 130:1, 130:10 GEIGER ^[2] - 2:7, 113:23 general ^[17] - 12:1, 45:3, 45:17, 45:21, 72:9, 75:17, 95:9, 114:20, 116:24, 141:4, 177:23,	190:3, 191:4, 203:17, 203:19, 214:7, 242:14 General ^[3] - 12:3, 70:10, 114:18 generalities ^[2] - 79:2, 79:5 generally ^[8] - 43:2, 81:13, 90:21, 92:2, 97:20, 105:17, 160:17, 222:25 Generally ^[3] - 44:1, 54:24, 111:13 generate ^[2] - 68:21, 68:23 generated ^[4] - 104:13, 172:20, 173:8, 214:16 generating ^[1] - 215:10 gentleman ^[2] - 9:19, 34:25 geography ^[2] - 117:6, 127:12 gist ^[1] - 190:23 Given ^[1] - 167:5 given ^[18] - 9:13, 24:15, 62:14, 65:7, 68:5, 72:24, 73:22, 77:8, 93:9, 136:10, 193:19, 194:21, 194:22, 200:6, 215:2, 215:4, 224:17, 250:22 GLARCC ^[2] - 229:21, 229:22 goals ^[1] - 161:13 gonna ^[1] - 16:8 Google ^[1] - 119:6 governs ^[4] - 12:9, 133:21, 186:6, 186:8 grade ^[1] - 203:23 grades ^[4] - 203:16, 203:19, 203:24, 204:2 Graduated ^[1] - 8:14 granted ^[1] - 21:8 great ^[1] - 127:21 Great ^[1] - 229:21 Green ^[1] - 116:3 Grier ^[4] - 235:14, 243:9, 243:22, 244:8 gross ^[7] - 20:24, 21:3, 42:16, 42:17, 55:21, 55:22, 58:12 Gross ^[1] - 21:2 ground ^[11] - 19:1, 30:12, 31:10, 31:13, 31:15, 31:17, 31:18, 32:6, 32:8, 35:11, 166:7 Ground ^[2] - 3:16, 30:15 group ^[1] - 169:4 guess ^[8] - 32:21,	42:1, 105:22, 114:13, 122:8, 132:8, 203:2, 243:9 guessing ^[1] - 196:25 guidelines ^[1] - 74:17 guiding ^[1] - 160:1 Gustafson ^[4] - 2:23, 2:25, 182:17, 182:22 guys ^[3] - 220:10, 232:4, 240:7	178:11, 181:25, 193:12, 221:5, 231:25, 235:2, 237:18, 239:23, 251:23, 252:2, 253:9 hearsay ^[10] - 16:23, 17:12, 236:4, 242:8, 246:7, 246:14, 249:20, 250:3, 250:14 heart ^[1] - 46:14 heating ^[2] - 23:23, 51:17 held ^[10] - 1:4, 4:8, 14:6, 17:18, 149:14, 158:14, 234:10, 238:6, 239:12, 241:15 help ^[4] - 155:9, 155:19, 208:18, 231:16 Help ^[1] - 196:19 helpful ^[5] - 152:2, 178:17, 190:5, 228:1, 228:3 henceforth ^[1] - 191:23 Henry ^[1] - 4:16 HENRY ^[1] - 1:9 hereby ^[1] - 253:7 heroic ^[1] - 176:10 herself ^[1] - 4:19 Hi ^[3] - 164:14, 232:14, 232:15 high ^[7] - 89:13, 172:14, 208:19, 220:19, 221:3, 247:25, 248:3 higher ^[15] - 38:21, 39:8, 44:6, 44:22, 48:19, 51:7, 51:9, 57:2, 57:4, 78:21, 78:23, 79:18, 79:24, 80:4, 105:15 Highest ^[1] - 95:18 highest ^[12] - 8:17, 44:16, 81:11, 95:6, 95:10, 96:2, 96:11, 96:14, 96:23, 97:8, 99:1, 120:4 highlighted ^[1] - 147:12 himself ^[1] - 47:16 hired ^[4] - 76:1, 117:22, 119:12, 164:19 Hold ^[4] - 91:7, 148:8, 186:20, 232:3 hold ^[4] - 101:23, 102:3, 223:18, 225:25 holds ^[1] - 101:20 hole ^[1] - 152:16 Holt ^[1] - 253:14 home ^[2] - 134:17,	240:19 honest ^[1] - 148:3 honestly ^[1] - 62:23 hope ^[3] - 77:6, 154:5, 204:6 hopefully ^[2] - 7:16, 202:9 Hopefully ^[3] - 90:25, 99:18, 99:19 host ^[1] - 42:2 hours ^[6] - 21:14, 21:15, 91:19, 91:25, 92:1, 166:22 house ^[2] - 125:13, 129:13 housed ^[1] - 27:8 housekeeping ^[1] - 63:12 huge ^[1] - 38:20 hum ^[77] - 20:14, 23:2, 27:16, 27:18, 29:1, 32:5, 41:15, 41:23, 46:25, 47:7, 47:23, 48:14, 49:3, 49:14, 50:9, 53:16, 60:2, 61:3, 62:4, 69:25, 79:9, 80:17, 81:19, 88:18, 92:6, 97:5, 99:24, 103:22, 104:15, 104:18, 105:8, 106:4, 106:14, 107:5, 107:17, 108:25, 109:23, 109:25, 110:7, 112:12, 160:20, 162:22, 162:25, 165:15, 166:19, 168:4, 168:7, 168:10, 192:10, 193:2, 193:7, 198:19, 199:9, 202:11, 202:17, 203:22, 204:5, 204:18, 205:15, 205:20, 207:20, 208:11, 210:4, 212:17, 212:22, 213:3, 213:22, 214:25, 215:15, 216:3, 222:19, 222:24, 223:3, 223:8, 244:3, 247:4, 247:17 hundred ^[5] - 15:14, 39:13, 63:4, 63:5, 66:10 hundreds ^[1] - 15:14 hung ^[2] - 133:20, 149:23 hybrid ^[1] - 200:12 hypothetical ^[31] - 66:23, 73:22, 76:19, 83:5, 108:22, 109:1, 109:3, 125:1, 125:2, 125:4, 125:8,

125:10, 125:11, 125:21, 126:1, 126:9, 126:14, 126:15, 126:22, 128:9, 137:6, 137:18, 140:12, 141:11, 141:21, 142:4, 144:2, 144:12, 144:18, 226:2 Hypothetical [1] - 125:9	166:15, 166:20, 167:7, 167:11, 167:14, 167:15, 168:3, 168:5, 168:22, 169:19, 169:20, 170:14, 170:19, 193:9, 193:11, 193:13, 202:25, 227:19 IEPs [1] - 161:8 Il [1] - 52:15 illegal [2] - 13:24, 14:10 illuminated [1] - 122:3 illustration [1] - 60:6 impact [4] - 66:16, 67:1, 67:12, 80:14 impacted [1] - 189:13 impeach [1] - 223:11 impeaching [1] - 224:16 implementation [2] - 159:3, 161:7 implemented [1] - 153:20 implementing [1] - 166:2 implicit [1] - 121:7 imply [1] - 223:13 important [4] - 80:13, 130:25, 157:5, 178:9 imposed [1] - 187:9 impossible [1] - 203:8 impressions [1] - 235:3 improperly [2] - 226:14, 227:3 improved [1] - 97:9 improvement [1] - 160:9 improvements [10] - 31:10, 45:6, 60:24, 60:25, 70:20, 93:18, 93:19, 94:2, 112:20, 112:25 inaccuracy [1] - 51:23 inappropriate [2] - 249:16, 250:10 include [11] - 40:6, 130:19, 161:7, 161:8, 161:9, 165:25, 168:8, 168:13, 168:16, 177:18, 228:12 included [12] - 21:5, 21:7, 39:22, 39:24, 42:18, 51:16, 57:6, 57:16, 58:13, 88:19, 215:23 includes [1] - 159:5 including [7] - 16:15, 54:20, 115:19, 152:2, 178:7, 178:8, 207:15 inclusive [6] - 21:3,	42:16, 42:17, 58:14, 59:15, 65:15 inconsistency [1] - 207:15 incorporated [1] - 229:19 incorrectly [1] - 118:2 increase [1] - 40:11 Increase [1] - 40:12 indeed [1] - 128:24 independent [1] - 30:7 INDEX [3] - 2:1, 2:17, 3:1 indicate [8] - 22:9, 22:10, 89:19, 132:8, 132:12, 140:12, 141:22, 155:3 indicated [12] - 49:21, 69:23, 80:12, 82:12, 86:25, 87:12, 89:22, 92:7, 92:15, 92:18, 136:15, 146:22 indicates [7] - 25:22, 39:22, 121:10, 122:24, 128:18, 141:15, 213:25 indicating [2] - 131:21, 187:25 indication [3] - 26:12, 90:20 indicative [2] - 21:24, 22:2 individual [8] - 129:5, 160:12, 160:24, 170:14, 224:7, 224:23, 240:21 individual's [1] - 95:23 individually [2] - 51:18, 224:6 individuals [3] - 88:11, 168:6, 172:10 indulgence [2] - 64:22, 164:5 industrial [2] - 45:10, 49:11 Industrial [2] - 8:22, 8:23 inflation [1] - 203:23 information [27] - 15:25, 18:4, 24:13, 53:5, 97:11, 98:2, 98:6, 120:8, 131:10, 136:10, 137:2, 157:8, 180:4, 193:22, 196:5, 204:14, 204:20, 213:25, 215:4, 216:10, 227:6, 228:15, 233:24, 235:9, 237:2, 239:9, 240:16 informative [1] - 234:25 informed [1] - 195:23	initial [4] - 20:5, 38:14, 48:12, 68:7 initials [2] - 154:7, 155:4 initiate [3] - 177:10, 194:17, 216:18 initiated [2] - 177:12, 194:17 inquiries [1] - 71:23 inside [2] - 106:12, 235:21 insinuate [1] - 149:13 insinuates [1] - 120:7 inspect [3] - 119:3, 127:14, 127:16 inspection [3] - 70:23, 70:25, 71:21 instance [8] - 119:3, 124:11, 124:13, 126:10, 127:14, 188:15, 194:25 instances [2] - 116:8, 163:25 Instead [1] - 190:15 Institute [1] - 115:16 institutional [1] - 124:19 institutions [1] - 98:9 instruction [1] - 221:16 instructor [1] - 233:16 intend [2] - 7:14, 122:22 intended [25] - 121:2, 121:8, 121:10, 121:12, 121:17, 122:5, 122:18, 122:20, 122:24, 126:20, 126:21, 128:24, 134:5, 134:11, 135:6, 135:13, 137:3, 142:2, 142:13, 142:22, 144:9, 146:18, 146:19, 146:24, 147:13 intention [1] - 123:4 intentional [1] - 139:21 interactions [1] - 154:3 interest [2] - 13:8, 29:13 interested [1] - 225:1 Intermediate [2] - 173:7, 173:15 internal [6] - 122:25, 123:1, 123:2, 135:15 internet [1] - 67:4 interrogatories [1] - 234:15 interrupt [2] - 100:22, 110:12 interrupted [1] - 122:14	intersection [1] - 52:12 Interstate [1] - 59:2 intervals [1] - 20:8 interview [7] - 177:22, 178:3, 178:5, 178:9, 178:16, 178:22, 204:6 interviewed [3] - 178:6, 199:12, 204:4 interviews [4] - 160:6, 177:18, 178:24, 178:25 introduce [3] - 181:12, 234:7, 238:3 introduced [1] - 233:8 introductory [1] - 133:11 inventory [1] - 32:18 investigate [14] - 162:14, 172:13, 173:8, 174:4, 196:9, 199:10, 202:20, 203:9, 203:16, 204:1, 206:4, 206:7, 209:5, 217:18 investigated [2] - 201:18, 224:4 investigating [2] - 188:5, 193:4 Investigation [2] - 3:10, 183:24 investigation [25] - 174:25, 175:7, 175:12, 177:10, 179:9, 187:14, 188:1, 188:4, 199:13, 199:20, 200:3, 200:4, 200:5, 201:13, 201:16, 203:8, 204:3, 209:7, 211:16, 214:5, 216:5, 216:19, 228:4, 228:12, 228:24 investigations [5] - 171:16, 172:5, 172:16, 173:5, 178:24 investigative [1] - 201:12 investigator [2] - 172:15, 189:3 investigatory [1] - 199:15 involve [2] - 189:5, 191:19 involved [24] - 8:20, 15:11, 24:18, 84:11, 84:15, 85:9, 85:12, 86:4, 86:15, 86:20, 87:1, 87:16, 89:6, 89:8, 90:11, 90:17, 93:1, 93:7, 113:2, 144:17, 159:16,
I				
idea [9] - 72:6, 87:19, 125:18, 136:9, 146:3, 172:21, 215:18, 244:18, 245:18 IDEA [8] - 161:5, 165:25, 166:7, 167:14, 187:18, 188:6, 203:18, 203:24 ideas [1] - 156:3 identifiable [1] - 213:24 identification [27] - 12:23, 19:7, 28:5, 30:17, 35:17, 42:25, 124:2, 130:2, 152:10, 153:21, 154:2, 180:11, 182:15, 182:17, 182:20, 182:23, 183:1, 183:4, 183:7, 183:10, 183:13, 183:16, 183:19, 183:22, 183:25, 184:2, 184:5 identified [23] - 13:8, 19:10, 27:20, 36:12, 49:12, 50:24, 139:23, 173:17, 180:6, 185:1, 185:13, 202:19, 203:3, 203:7, 205:13, 205:25, 209:4, 217:12, 218:6, 218:25, 219:6, 236:21, 239:20 identifiers [1] - 154:13 identify [11] - 4:13, 4:19, 4:24, 42:23, 123:9, 123:25, 124:11, 124:15, 132:1, 153:24, 201:17 identifying [2] - 139:17, 184:13 IEP [21] - 161:12, 161:17, 161:19,				

163:1, 177:19, 204:24 involvement [1] - 85:7 irrelevancy [1] - 24:16 irrespective [1] - 223:1 issue [40] - 6:7, 7:17, 34:5, 67:8, 124:23, 125:23, 126:18, 133:22, 151:10, 155:25, 156:14, 157:7, 166:17, 174:10, 186:25, 193:6, 201:23, 202:21, 203:9, 205:23, 206:1, 207:16, 209:3, 219:5, 219:8, 224:1, 224:4, 224:12, 225:10, 235:13, 236:15, 239:10, 239:22, 240:5, 242:20, 242:21, 242:22, 246:1, 246:24, 248:2 Issue [3] - 201:21, 202:18 issued [2] - 160:7, 213:19 issues [27] - 89:1, 90:8, 110:20, 156:6, 162:15, 164:20, 184:12, 186:18, 193:5, 201:18, 202:16, 205:13, 205:16, 207:22, 208:1, 208:5, 217:11, 218:24, 236:15, 237:23, 238:21, 239:18, 240:18, 240:25, 244:17, 245:22, 245:24 Item [1] - 208:8 itemize [1] - 120:23 items [4] - 65:12, 87:9, 149:14, 227:13 itself [7] - 26:24, 119:14, 148:9, 148:12, 153:7, 186:25, 208:23 IU-16 [2] - 173:6, 173:11 IU-20 [4] - 173:3, 173:18, 176:15, 198:22	J#15 [1] - 2:24 J#16 [1] - 2:25 J#17 [1] - 3:2 J#18 [1] - 3:3 J#19 [1] - 3:4 J#20 [1] - 3:5 J#21 [1] - 3:6 J#22 [1] - 3:7 J#23 [1] - 3:8 J#24 [1] - 3:9 J#25 [1] - 3:10 J#26 [1] - 3:10 J#27 [1] - 3:11 J-10 [2] - 5:23, 6:1 J-11 [1] - 6:2 J-13 [3] - 184:13, 191:4, 191:13 J-14 [1] - 185:13 J-17 [1] - 189:7 J-18 [2] - 189:24, 190:1 J-19 [3] - 195:8, 209:11, 211:19 J-19/J-20 [1] - 207:22 J-20 [11] - 194:6, 195:8, 195:22, 207:6, 208:7, 209:10, 209:11, 209:13, 210:5, 211:19, 217:25 J-21 [4] - 197:13, 197:23, 214:21, 216:15 J-23 [1] - 196:13 J-24 [2] - 198:17, 206:13 J-25 [3] - 199:13, 201:11, 202:6 J-26 [9] - 197:4, 199:7, 205:5, 205:8, 209:19, 210:8, 217:10, 229:3 J-27 [3] - 184:13, 185:18, 190:4 JANE [1] - 1:11 January [8] - 158:15, 172:16, 185:17, 187:21, 187:25, 190:4, 193:18, 195:24 Jean [1] - 113:13 Jeff [1] - 4:4 JEFFREY [1] - 1:12 Jersey [3] - 41:7, 79:15, 79:21 Jessica [1] - 253:14 job [11] - 158:12, 158:14, 158:16, 158:23, 164:15, 165:24, 170:13, 202:19, 204:7, 207:19, 241:11 JOHN [1] - 1:10 John [9] - 2:23, 2:25,	3:7, 4:17, 5:5, 103:8, 182:16, 182:22, 183:15 Johnson [2] - 235:22, 244:8 Joint [26] - 6:11, 151:20, 151:24, 152:6, 152:10, 180:7, 180:11, 181:2, 182:15, 182:17, 182:20, 182:23, 183:1, 183:4, 183:7, 183:11, 183:13, 183:16, 183:19, 183:22, 183:25, 184:2, 184:5, 184:13, 218:4, 226:12 joint [3] - 5:19, 5:22, 184:24 jointly [2] - 154:16, 234:16 JR [2] - 2:7, 113:23 Judge [3] - 2:20, 10:1, 10:2 judge [1] - 213:16 judicial [2] - 5:14, 111:9 July [21] - 19:23, 55:20, 56:7, 72:13, 135:18, 138:8, 138:13, 194:5, 194:20, 195:4, 196:13, 197:14, 198:14, 207:23, 208:17, 211:4, 214:21, 217:12, 218:1, 234:6 jump [1] - 137:22 jumped [2] - 28:22, 31:7 jumping [1] - 249:24 June [5] - 20:1, 28:14, 68:8, 68:16, 239:11 jurisdiction [9] - 176:15, 202:22, 203:5, 203:10, 203:13, 203:14, 217:13, 219:4, 224:10 jury [1] - 240:15 justify [2] - 78:21, 78:23	215:9, 224:24, 232:15, 238:12, 239:7, 240:7 KENDERDINE [1] - 1:24 Kevin [1] - 229:20 key [2] - 123:2, 123:20 kids [5] - 218:18, 223:14, 225:18, 226:3, 227:2 kind [11] - 60:18, 60:19, 114:15, 114:21, 120:10, 123:21, 150:12, 164:15, 184:10, 213:13, 248:24 kinds [2] - 173:5, 190:19 KING [1] - 1:13 knocks [1] - 115:22 know.. [1] - 70:10 know... [2] - 27:1, 169:14 knowing [1] - 97:13 knowledge [14] - 70:10, 87:22, 135:22, 144:1, 155:17, 169:9, 179:5, 189:2, 200:23, 223:13, 226:8, 244:7, 246:10 known [1] - 234:11 knows [3] - 101:6, 142:12, 249:12	landlords [2] - 16:11, 26:2 Landmark [2] - 36:13, 85:4 landowner [1] - 82:8 landscaping [1] - 40:7 Langson [1] - 89:20 language [10] - 29:8, 121:10, 128:17, 138:23, 138:25, 139:3, 141:24, 206:1, 206:2, 207:2 large [6] - 37:23, 38:13, 58:15, 60:16, 221:18, 222:16 larger [7] - 43:12, 45:11, 45:12, 46:20, 59:21, 61:23, 61:25 largest [1] - 115:16 last [24] - 6:13, 7:7, 12:11, 15:13, 19:18, 27:7, 52:4, 54:8, 59:20, 117:7, 142:11, 180:24, 191:15, 191:22, 193:20, 194:14, 206:16, 207:6, 208:7, 210:2, 210:7, 219:5, 232:2 Last [2] - 108:16, 172:15 late [2] - 115:5, 232:15 lauded [1] - 243:19 launch [1] - 216:4 law [14] - 5:9, 12:8, 14:15, 14:16, 14:22, 25:3, 34:16, 156:1, 156:24, 169:2, 169:18, 187:11, 214:13, 239:3 Law [4] - 4:9, 4:10, 17:11, 75:23 laws [4] - 173:22, 175:16, 175:19, 177:5 lawyer [1] - 14:4 lawyer's [1] - 167:19 lawyers [2] - 118:11, 164:13 lay [7] - 38:23, 118:11, 134:12, 134:15, 135:2, 135:9, 146:3 layout [1] - 238:8 layperson [3] - 129:2, 145:1, 145:3 layperson's [1] - 118:7 LEA [6] - 159:8, 159:21, 160:14, 160:18, 162:21, 163:8 lead [1] - 234:1 leadership [1] - 194:23 leading [2] - 86:21,
J				
J#10 [1] - 2:19 J#11 [1] - 2:20 J#12 [1] - 2:20 J#13 [1] - 2:21 J#14 [1] - 2:23				
		K		
		Kathleen [5] - 2:20, 3:8, 152:8, 153:2, 183:19 Kathy [1] - 117:25 keep [12] - 17:14, 54:19, 83:16, 103:4, 148:16, 174:22,		
			Lackawanna [1] - 116:3 lacking [1] - 129:18 lacks [1] - 126:17 laid [1] - 161:9 Lakes [1] - 229:21 land [6] - 31:21, 32:3, 39:12, 39:13, 92:3, 102:21 Landlord [2] - 19:16, 81:2 landlord [30] - 19:21, 22:19, 23:13, 24:1, 24:4, 24:7, 25:23, 29:3, 29:16, 29:24, 30:5, 47:8, 48:7, 60:25, 82:8, 88:1, 88:9, 88:16, 89:16, 89:20, 89:25, 90:16, 92:4, 92:9, 93:22, 101:20, 101:23, 102:17, 106:13, 106:19 landlord's [2] - 29:14, 93:13 landlord/tenant [2] - 26:1, 30:7	

163:10 leakage ^[1] - 157:8 learn ^[2] - 126:14, 178:18 learned ^[1] - 115:21 learning ^[2] - 222:23, 222:25 LEAs ^[1] - 159:5 lease ^[131] - 18:4, 19:1, 19:2, 19:11, 19:12, 19:14, 20:1, 20:4, 20:21, 21:2, 21:3, 21:4, 21:10, 21:12, 22:21, 22:22, 23:3, 23:6, 26:1, 26:10, 27:19, 27:25, 28:7, 29:2, 29:4, 29:23, 30:1, 30:12, 31:4, 31:9, 31:10, 31:13, 31:15, 31:17, 31:19, 31:21, 32:6, 35:11, 42:16, 42:17, 43:15, 43:25, 46:24, 47:2, 47:3, 47:9, 47:12, 47:22, 48:1, 48:10, 48:20, 50:12, 50:18, 53:11, 54:10, 54:12, 54:19, 55:20, 55:21, 56:6, 56:25, 57:22, 59:8, 59:25, 61:1, 61:12, 62:9, 63:1, 65:20, 66:23, 66:24, 66:25, 67:1, 68:5, 68:11, 72:6, 72:14, 72:15, 72:21, 72:23, 72:24, 72:25, 78:9, 78:13, 78:15, 80:25, 81:3, 84:2, 84:16, 84:20, 84:21, 85:1, 86:21, 87:13, 87:17, 88:4, 88:5, 88:20, 89:2, 90:1, 90:10, 90:11, 90:18, 91:3, 91:11, 91:16, 92:4, 92:21, 93:7, 93:8, 93:11, 93:19, 93:23, 94:8, 94:20, 95:24, 97:22, 97:23, 100:7, 101:12, 103:20, 104:2, 104:8, 107:18, 111:24 Lease ^[10] - 3:13, 3:14, 3:16, 19:5, 19:10, 28:3, 28:14, 30:15 leased ^[8] - 50:17, 53:6, 54:20, 82:11, 84:14, 84:17, 84:18, 96:5 leasehold ^[1] - 94:2 leases ^[26] - 11:12, 18:5, 20:19, 20:20, 20:24, 21:1, 22:14, 23:16, 32:8, 32:19, 47:18, 51:15, 55:9, 55:11, 73:12, 82:5, 85:17, 85:24, 86:1, 86:5, 89:6, 89:8, 93:1, 113:2 leash ^[1] - 169:12 leasing ^[5] - 23:1, 63:4, 84:11, 84:15, 98:9 least ^[7] - 81:9, 150:22, 152:3, 153:3, 165:4, 222:3, 231:24 leave ^[3] - 5:16, 206:15, 242:24 leaves ^[1] - 151:9 led ^[1] - 206:9 leeway ^[1] - 174:20 left ^[1] - 202:8 legal ^[9] - 14:3, 14:5, 22:6, 76:12, 89:25, 90:22, 91:3, 91:10, 122:12 legally ^[1] - 89:23 Lehigh ^[2] - 115:18, 116:1 length ^[11] - 22:2, 22:5, 22:9, 22:15, 25:19, 26:13, 26:21, 30:8, 30:9, 47:2, 66:23 length's ^[1] - 87:14 less ^[17] - 39:25, 42:19, 46:21, 48:3, 48:13, 56:1, 58:20, 59:17, 81:20, 81:21, 81:22, 87:13, 98:16, 110:8, 110:10, 206:19 lessee ^[1] - 109:12 lesser ^[2] - 115:19, 164:2 Letter ^[29] - 2:21, 2:23, 2:24, 2:25, 3:2, 3:3, 3:4, 3:5, 3:7, 3:8, 3:10, 3:11, 3:17, 3:18, 35:15, 130:1, 180:9, 182:13, 182:16, 182:19, 182:22, 182:25, 183:3, 183:6, 183:9, 183:15, 183:18, 184:1, 184:4 letter ^[78] - 11:15, 13:11, 13:14, 63:19, 74:4, 74:7, 74:15, 76:8, 76:23, 82:1, 83:22, 85:16, 126:5, 126:11, 140:22, 153:2, 177:3, 177:9, 178:1, 179:12, 179:18, 181:3, 181:15, 185:20, 186:1, 187:21, 188:1, 189:6, 189:8, 189:13, 189:15, 189:16, 189:20, 190:3, 190:10, 191:3, 193:1, 193:18, 194:2, 194:6, 194:10, 194:15, 195:6, 196:11, 196:12, 196:13, 197:3, 197:6, 198:11, 199:6, 205:6, 205:10, 206:8, 206:25, 207:23, 208:17, 208:22, 209:9, 209:20, 210:8, 210:10, 217:10, 218:1, 218:4, 218:13, 219:7, 219:16, 220:2, 226:12, 227:24, 229:2, 234:5, 234:6, 234:13, 234:14, 245:10 letters ^[8] - 171:19, 171:22, 171:23, 172:1, 177:6, 177:7, 181:21, 206:8 level ^[13] - 8:17, 37:15, 120:4, 120:14, 120:17, 162:23, 167:7, 207:17, 215:3, 216:10, 225:6, 225:7, 240:15 levels ^[1] - 44:20 license ^[1] - 115:2 License ^[1] - 13:3 Licensing ^[1] - 115:3 licensure ^[2] - 76:12, 115:7 life ^[1] - 245:16 light ^[1] - 64:10 lighting ^[2] - 40:8, 242:21 limit ^[2] - 120:25, 157:7 limitation ^[3] - 127:4, 136:20, 158:22 limitations ^[4] - 60:10, 62:8, 93:9, 203:2 limited ^[12] - 78:2, 97:19, 109:11, 119:14, 120:20, 127:17, 130:15, 130:17, 133:13, 163:4, 207:18, 207:24 Line ^[1] - 139:24 line ^[9] - 36:23, 68:14, 104:21, 110:18, 111:1, 137:21, 139:22, 141:5, 227:19 lines ^[4] - 67:5, 137:22, 154:22, 161:8 list ^[2] - 45:7, 192:1 listed ^[14] - 32:17, 36:8, 41:21, 52:4, 53:6, 53:7, 88:10, 90:10, 107:16, 149:14, 199:13, 204:10, 209:17, 210:6 listen ^[7] - 250:6, 250:8 listened ^[1] - 127:20 literally ^[2] - 15:14, 206:19 literature ^[10] - 246:2, 246:13, 247:7, 247:9, 248:16, 248:22, 248:24, 249:3, 250:20, 250:22 LITTS ^[264] - 1:12, 4:4, 4:18, 4:23, 5:7, 6:8, 6:11, 6:23, 10:23, 12:15, 12:18, 12:25, 14:12, 14:17, 15:4, 16:24, 17:6, 17:9, 17:18, 18:11, 22:7, 24:10, 24:19, 24:23, 33:5, 33:10, 33:17, 33:25, 34:7, 34:12, 35:4, 35:8, 35:11, 37:2, 63:10, 63:17, 63:23, 64:1, 64:6, 64:9, 64:21, 65:1, 65:4, 67:15, 67:24, 68:15, 74:19, 75:3, 75:18, 75:21, 76:4, 76:6, 76:15, 76:21, 77:3, 77:6, 77:21, 77:23, 77:25, 78:6, 80:10, 83:10, 83:14, 85:19, 85:23, 87:3, 87:6, 90:7, 90:14, 90:25, 91:7, 95:12, 95:16, 95:21, 96:16, 99:8, 99:12, 99:15, 99:21, 100:25, 101:9, 101:19, 101:25, 102:3, 102:6, 102:14, 103:3, 104:6, 107:8, 110:12, 111:9, 111:12, 111:19, 112:5, 113:7, 113:10, 113:17, 116:17, 117:18, 130:11, 136:3, 136:5, 138:4, 140:9, 143:11, 143:14, 145:9, 145:25, 146:13, 148:8, 148:23, 149:22, 150:9, 151:1, 151:3, 151:7, 151:13, 151:17, 151:20, 151:24, 152:13, 152:15, 152:17, 152:19, 152:21, 153:1, 153:8, 153:16, 154:25, 155:5, 155:10, 155:13, 155:19, 156:22, 158:1, 162:3, 163:11, 163:15, 163:19, 163:22, 163:24, 164:1, 164:3, 164:6, 165:14, 168:22, 168:25, 169:11, 169:17, 170:2, 170:6, 170:10, 170:17, 170:21, 171:2, 171:5, 171:10, 174:1, 174:14, 176:1, 177:25, 178:5, 179:6, 180:1, 180:3, 180:18, 180:21, 180:25, 181:2, 182:5, 182:9, 184:8, 184:19, 186:20, 187:3, 191:10, 191:13, 195:21, 200:13, 200:16, 200:18, 201:25, 205:8, 205:10, 205:12, 206:20, 207:4, 208:25, 216:14, 216:21, 216:23, 217:3, 217:7, 217:21, 218:12, 218:17, 218:21, 218:23, 219:4, 219:11, 219:15, 219:17, 219:22, 220:1, 220:5, 220:8, 220:15, 221:1, 222:20, 223:16, 223:18, 224:9, 224:21, 225:19, 225:25, 226:11, 226:18, 226:24, 227:1, 227:9, 227:12, 227:16, 227:22, 228:1, 228:19, 229:8, 229:16, 230:13, 231:2, 231:5, 231:8, 231:13, 232:3, 233:2, 233:5, 233:9, 233:16, 235:23, 236:8, 236:12, 238:12, 238:16, 240:2, 242:9, 243:2, 244:13, 244:16, 246:9, 246:12, 246:22, 248:20, 249:1, 249:6, 249:15, 250:2, 250:6, 250:9,

250:17, 250:24, 251:1, 251:3, 251:14, 251:17, 251:21 Litts [10] - 4:5, 5:22, 6:18, 113:20, 152:10, 155:2, 180:11, 206:14, 225:11, 233:6 living [2] - 8:6, 114:10 loan [2] - 29:14, 115:4 local [6] - 115:17, 159:4, 221:21, 225:6, 225:7, 225:8 Local [4] - 4:9, 17:4, 17:11, 75:22 locate [2] - 52:4, 124:16 Located [1] - 98:4 located [14] - 18:18, 36:13, 41:1, 46:10, 49:6, 52:10, 52:17, 80:19, 98:3, 111:7, 116:22, 116:25, 117:13, 127:11 location [9] - 40:19, 40:21, 42:3, 57:7, 65:23, 79:1, 105:18, 111:10, 114:8 locations [2] - 55:23, 66:2 lock [1] - 47:16 locked [1] - 244:24 locking [1] - 47:12 logistical [1] - 6:25 look [43] - 32:12, 48:7, 65:23, 88:4, 89:15, 98:7, 98:14, 117:22, 119:7, 122:1, 122:2, 124:17, 126:7, 126:10, 129:2, 130:20, 137:9, 153:6, 167:22, 167:25, 175:9, 189:12, 191:13, 191:15, 193:20, 194:14, 195:16, 196:14, 197:13, 206:3, 206:5, 206:8, 206:10, 207:5, 207:6, 208:7, 208:13, 209:18, 210:17, 212:8, 212:20, 213:10, 244:22 Look [4] - 48:7, 100:25, 162:20, 216:2 looked [7] - 55:4, 55:7, 58:2, 82:20, 119:5, 208:15, 226:19 looking [31] - 29:5, 38:25, 39:3, 45:3, 56:16, 61:9, 61:10, 64:3, 74:4, 82:21, 82:23, 99:15, 147:4, 147:6, 153:17, 161:12, 161:16, 161:20, 166:15, 177:7, 179:14, 189:24, 206:25, 209:13, 209:21, 213:1, 213:16, 227:17, 235:5, 239:24 looks [3] - 20:7, 121:4, 185:25 lousy [1] - 175:23 love [1] - 83:18 lower [3] - 47:15, 51:6, 112:20 lump [1] - 45:14 Luzerne [1] - 116:2	<div>M</div> ma'am [4] - 218:9, 231:5, 250:17, 251:4 Ma'am [1] - 230:14 MAI [2] - 115:21 mail [21] - 3:6, 3:9, 131:21, 183:12, 183:21, 197:13, 198:18, 198:24, 214:21, 215:1, 215:4, 216:16, 216:18, 235:13, 235:14, 235:24, 243:5, 243:9, 243:22, 244:7, 245:23 mailing [1] - 18:23 mails [1] - 213:12 Main [2] - 8:5, 117:10 maintain [2] - 54:19, 241:18 maintained [2] - 241:22, 242:2 maintaining [3] - 5:10, 7:2, 9:21 Maintenance [1] - 40:3 maintenance [3] - 40:7, 57:18, 59:16 major [2] - 37:14 majority [1] - 141:6 makeup [2] - 71:24, 77:15 man [1] - 96:8 managing [2] - 9:17, 9:21 mandated [1] - 115:8 manner [2] - 150:17, 226:18 manual [1] - 178:23 map [2] - 93:5, 124:4 maps [5] - 119:6, 119:7, 124:17	March [7] - 180:17, 181:6, 210:20, 210:22, 211:3, 211:21 mark [5] - 19:4, 28:2, 151:13, 151:24, 152:5 marked [35] - 12:20, 12:22, 13:1, 19:7, 28:5, 30:17, 35:16, 35:19, 100:8, 101:12, 129:24, 130:2, 152:9, 180:11, 181:2, 181:8, 182:15, 182:17, 182:20, 182:23, 183:1, 183:4, 183:7, 183:10, 183:13, 183:16, 183:19, 183:22, 183:25, 184:2, 184:5, 185:5, 189:7, 195:7, 218:4 Market [2] - 1:20, 158:10 market [45] - 10:4, 10:19, 31:18, 38:3, 40:22, 43:5, 45:19, 47:14, 49:18, 50:13, 50:14, 50:25, 52:9, 55:13, 55:24, 59:4, 59:7, 60:16, 61:2, 61:3, 61:10, 61:11, 61:17, 62:7, 62:21, 65:6, 65:20, 73:13, 79:14, 94:17, 94:18, 94:22, 98:8, 108:2, 108:21, 109:11, 111:14, 118:5, 118:6, 123:11, 123:12, 123:13, 141:20, 145:2, 146:4 marketability [2] - 98:24, 109:7 marketed [2] - 51:19, 53:11 marketing [4] - 62:1, 62:3, 82:7, 109:5 marketplace [1] - 107:25 markets [2] - 49:12, 50:23 marking [2] - 30:14, 180:7 Mars [1] - 221:23 Marshall [2] - 5:1, 243:6 MARSHALL [1] - 1:17 Marshall's [2] - 36:19, 38:5 Mart [1] - 49:9 Mary [2] - 154:8 Masako [2] - 3:9, 183:21 Masington [1] - 5:2	MASINGTON [1] - 1:16 master [13] - 19:1, 19:11, 54:19, 68:5, 68:11, 72:15, 72:21, 72:22, 72:25, 87:13, 88:4, 103:20, 111:23 Master [3] - 3:13, 19:5, 19:10 Master's [1] - 164:18 materials [1] - 234:17 matter [8] - 1:5, 124:24, 151:16, 151:18, 229:18, 249:18, 249:22, 253:9 matters [2] - 6:25, 34:16 MAY [3] - 2:14, 232:7, 232:10 May-Silfee [3] - 232:6, 232:13, 241:6 MAY-SILFEE [3] - 2:14, 232:7, 232:10 McDowell [1] - 229:20 mean [27] - 15:14, 16:12, 21:3, 22:11, 23:2, 26:7, 26:20, 26:24, 30:6, 31:8, 43:21, 99:12, 101:1, 103:11, 106:20, 107:9, 127:22, 132:22, 134:15, 142:23, 155:12, 211:24, 215:16, 215:21, 221:22, 248:8, 249:24 meaning [3] - 118:14, 119:16, 121:1 means [4] - 43:22, 83:17, 118:10, 149:11 meant [2] - 23:1, 121:23 media [6] - 5:12, 5:13, 155:25, 156:8, 156:10, 156:11 mediation [1] - 193:12 Medical [1] - 44:21 medical [8] - 45:1, 45:20, 49:18, 49:19, 50:3, 52:19, 81:15 meet [2] - 161:13, 164:14 meeting [6] - 5:17, 5:24, 103:11, 150:13, 161:12, 227:20 meetings [1] - 5:24 Meg [1] - 4:14 MEG [1] - 1:10 member [14] - 8:21, 8:22, 113:13, 115:17, 144:5, 144:7, 144:8, 150:4, 150:11, 150:13, 168:20, 251:7, 251:11, 251:20 Member [4] - 1:10, 1:10, 1:11, 1:11 members [12] - 4:12, 5:12, 113:15, 135:5, 144:13, 144:16, 155:24, 160:23, 168:18, 233:7, 234:21, 242:17 membership [2] - 144:23, 144:24 mental [1] - 235:3 mention [2] - 45:13, 193:16 mentioned [11] - 9:1, 46:2, 50:7, 55:12, 65:14, 66:14, 97:2, 99:5, 116:9, 128:9, 168:2 merit [1] - 174:24 Mesako [1] - 198:18 MESAKO [1] - 198:18 metaphor [1] - 129:12 methodologies [1] - 124:22 methodology [3] - 74:24, 128:2, 128:3 methods [2] - 130:22, 130:23 Michael [3] - 3:17, 4:15, 35:15 MICHAEL [4] - 1:11, 2:2, 7:21, 7:23 Michelle [2] - 1:22, 5:3 mid [1] - 115:5 Middle [2] - 57:5, 57:6 middle [5] - 15:19, 89:13, 120:14, 120:17, 223:23 might [22] - 99:13, 125:12, 125:19, 126:18, 137:19, 144:6, 163:21, 163:25, 168:19, 170:9, 178:18, 178:19, 178:20, 178:21, 189:19, 198:2, 206:25, 213:9, 221:23, 226:3, 235:12, 236:5 Might [1] - 168:21 mile [1] - 52:12 miles [1] - 40:24 million [1] - 29:15 mind [6] - 17:15, 67:6, 83:16, 91:10, 111:24, 214:5 mine [1] - 195:13 minimum [5] - 29:17, 31:8, 124:10, 124:14, 136:22 minute [3] - 181:14, 206:11, 232:4
--	---	---	---

minutes ^[6] - 41:5, 171:6, 171:12, 206:19, 232:2, 250:12 miscounting ^[1] - 35:10 mislead ^[1] - 139:20 misleading ^[7] - 33:22, 82:10, 127:1, 129:3, 137:14, 150:16, 186:15 misled ^[1] - 140:7 Miss ^[36] - 16:17, 53:2, 73:16, 77:9, 103:4, 107:3, 108:9, 108:12, 124:13, 128:16, 133:23, 135:9, 136:22, 140:25, 141:8, 146:18, 147:9, 153:13, 154:23, 155:16, 157:13, 157:18, 164:12, 170:8, 170:11, 171:15, 174:23, 181:15, 185:4, 206:16, 223:13, 225:15, 233:19, 239:8, 239:20, 241:6 missed ^[2] - 216:25, 240:20 missing ^[2] - 196:7, 204:17 mistake ^[4] - 139:18, 139:21, 145:2, 146:4 mistaken ^[1] - 241:7 mistakes ^[1] - 239:5 misunderstood ^[1] - 166:6 moment ^[3] - 104:13, 121:14, 126:19 Monday ^[5] - 21:18, 26:14, 62:6, 91:16, 103:24 money ^[3] - 93:15, 93:18, 242:22 monitor ^[1] - 186:17 monitoring ^[8] - 158:20, 159:9, 160:6, 161:7, 162:6, 162:7, 162:10, 192:19 monitorings ^[3] - 158:25, 159:1, 173:4 monitors ^[1] - 150:5 Monroe ^[35] - 3:19, 8:12, 8:21, 8:23, 9:5, 9:25, 10:13, 10:14, 15:11, 16:15, 20:23, 25:2, 32:8, 37:9, 37:15, 37:22, 39:2, 46:7, 63:3, 97:21, 98:3, 98:23, 112:4, 116:5, 116:22, 116:25, 117:8, 117:13, 119:8, 127:9, 206:18, 214:7, 232:19, 239:21, 247:1 month ^[3] - 29:16, 129:6, 150:20 monthly ^[3] - 29:13, 29:17, 150:14 months ^[5] - 68:1, 68:4, 68:9, 68:20, 68:23 morning ^[3] - 4:4, 8:1, 8:2 mortgage ^[5] - 29:14, 101:20, 101:22, 101:23, 101:24 Moss ^[2] - 3:11, 184:2 most ^[7] - 20:25, 31:8, 32:7, 46:6, 120:20, 130:24 motion ^[1] - 235:10 Mount ^[20] - 37:21, 38:4, 42:6, 49:7, 49:17, 50:20, 50:25, 51:1, 51:6, 51:7, 52:5, 56:17, 56:19, 56:21, 59:7, 79:21, 98:15, 105:15, 106:1 MOUNTAIN ^[1] - 1:1 mountain ^[1] - 57:3 Mountain ^[42] - 1:2, 1:5, 1:18, 1:21, 2:21, 3:14, 3:15, 3:16, 4:7, 18:18, 19:6, 19:18, 28:4, 30:16, 111:21, 112:2, 129:20, 131:2, 131:4, 131:16, 132:3, 132:13, 171:17, 171:21, 173:10, 173:23, 175:8, 175:13, 175:18, 176:6, 176:9, 177:3, 180:9, 181:4, 182:13, 187:7, 199:23, 200:21, 204:8, 222:11, 222:13, 226:5 mouth ^[1] - 215:19 Move ^[1] - 111:12 move ^[16] - 35:4, 63:7, 75:7, 87:7, 91:9, 110:25, 130:6, 140:10, 151:10, 163:12, 163:13, 174:11, 179:7, 216:24, 217:8, 237:5 moved ^[5] - 6:9, 6:12, 7:3, 7:6, 136:6 moving ^[7] - 20:25, 63:14, 64:7, 148:16, 152:7, 174:22, 239:7 MR ^[438] - 4:4, 4:15, 4:16, 4:17, 4:18, 4:23, 5:1, 5:7, 6:8, 6:10, 6:11, 6:18, 6:23, 7:21, 10:21, 10:23, 10:25, 12:13, 12:14, 12:15, 12:17, 12:18, 12:21, 12:25, 14:5, 14:12, 14:16, 14:17, 14:24, 15:4, 16:23, 16:24, 17:1, 17:2, 17:6, 17:8, 17:9, 17:16, 17:18, 18:8, 18:11, 20:15, 22:1, 22:4, 22:7, 24:5, 24:10, 24:17, 24:19, 24:20, 24:23, 33:5, 33:10, 33:13, 33:17, 33:21, 33:25, 34:5, 34:7, 34:8, 34:12, 35:3, 35:4, 35:8, 35:11, 36:22, 37:2, 63:9, 63:10, 63:17, 63:23, 64:1, 64:6, 64:9, 64:21, 64:25, 65:1, 65:4, 67:15, 67:18, 67:24, 68:15, 74:19, 74:23, 75:3, 75:11, 75:14, 75:18, 75:19, 75:21, 75:24, 76:4, 76:5, 76:6, 76:15, 76:21, 76:25, 77:3, 77:6, 77:21, 77:23, 77:25, 78:6, 80:10, 81:1, 81:3, 83:10, 83:14, 85:19, 85:21, 85:23, 87:3, 87:6, 90:4, 90:7, 90:14, 90:25, 91:6, 91:7, 95:12, 95:14, 95:16, 95:18, 95:21, 96:1, 96:11, 96:14, 96:16, 99:6, 99:8, 99:12, 99:15, 99:21, 100:13, 100:18, 100:21, 100:24, 100:25, 101:9, 101:19, 101:22, 101:25, 102:3, 102:5, 102:6, 102:11, 102:14, 103:1, 103:3, 104:6, 107:8, 110:12, 111:9, 111:12, 111:19, 112:5, 112:7, 112:9, 113:6, 113:7, 113:10, 113:17, 116:17, 116:18, 116:20, 117:16, 117:18, 130:8, 130:11, 130:12, 130:14, 136:3, 136:5, 138:2, 138:4, 138:9, 140:9, 143:11, 143:14, 145:6, 145:9, 145:14, 145:25, 146:12, 146:13, 147:4, 147:11, 147:15, 148:8, 148:23, 149:20, 149:22, 150:7, 150:9, 151:1, 151:2, 151:3, 151:7, 151:9, 151:13, 151:16, 151:17, 151:20, 151:21, 151:23, 151:24, 152:11, 152:13, 152:15, 152:17, 152:19, 152:21, 153:1, 153:4, 153:6, 153:8, 153:16, 154:25, 155:2, 155:5, 155:6, 155:10, 155:11, 155:13, 155:15, 155:19, 156:22, 158:1, 162:1, 162:3, 163:9, 163:11, 163:15, 163:19, 163:22, 163:24, 164:1, 164:3, 164:6, 164:11, 165:14, 168:22, 168:24, 168:25, 169:10, 169:11, 169:15, 169:17, 169:22, 170:2, 170:5, 170:6, 170:7, 170:10, 170:17, 170:21, 170:23, 171:2, 171:4, 171:5, 171:9, 171:10, 171:11, 174:1, 174:13, 174:14, 175:22, 175:25, 176:1, 176:3, 177:25, 178:5, 179:6, 180:1, 180:3, 180:15, 180:18, 180:21, 180:23, 180:25, 181:1, 181:2, 181:11, 181:20, 182:2, 182:4, 182:5, 182:7, 182:9, 184:8, 184:18, 184:19, 185:3, 186:19, 186:20, 186:24, 187:3, 187:5, 191:10, 191:13, 195:11, 195:13, 195:15, 195:21, 197:20, 200:10, 200:13, 200:15, 200:16, 200:18, 201:25, 205:8, 205:10, 205:12, 206:14, 206:20, 207:4, 208:21, 208:25, 210:19, 216:14, 216:21, 216:23, 216:25, 217:3, 217:6, 217:7, 217:19, 217:21, 218:12, 218:17, 218:21, 218:23, 219:4, 219:11, 219:15, 219:17, 219:22, 220:1, 220:5, 220:8, 220:15, 220:21, 220:24, 221:1, 222:20, 223:10, 223:16, 223:18, 224:9, 224:21, 225:11, 225:19, 225:20, 225:25, 226:11, 226:18, 226:24, 227:1, 227:9, 227:12, 227:16, 227:22, 228:1, 228:18, 228:19, 228:21, 229:6, 229:8, 229:15, 229:16, 230:13, 231:2, 231:5, 231:8, 231:11, 231:13, 231:19, 231:23, 232:1, 232:3, 232:21, 233:2, 233:5, 233:6, 233:9, 233:13, 233:16, 233:18, 235:23, 236:7, 236:8, 236:10, 236:12, 237:20, 237:21, 238:11, 238:12, 238:14, 238:16, 240:2, 242:6, 242:9, 243:2, 243:4, 244:13, 244:14, 244:16, 245:19, 246:7, 246:9, 246:10, 246:12, 246:18, 246:22, 248:17, 248:18, 248:20, 248:25, 249:1, 249:6, 249:8, 249:15, 249:21, 250:2, 250:3, 250:6, 250:8, 250:9, 250:16, 250:17, 250:24, 251:1, 251:2, 251:3, 251:14, 251:17, 251:21 MS ^[158] - 4:14, 4:21, 5:21, 6:17, 7:20, 7:25, 10:18, 14:2, 15:7, 15:9, 16:25, 17:25, 25:13, 33:7, 35:6, 35:9, 35:12, 37:4, 63:6, 63:14, 63:21, 63:25, 64:4, 64:7, 67:22, 68:12, 74:18, 75:8, 75:13, 77:18, 77:22, 77:24, 80:24, 81:2, 83:7, 83:13, 87:5, 90:2, 90:5, 91:4, 96:6,	
--	--

96:13, 99:9, 99:19, 99:22, 100:1, 100:5, 100:15, 100:19, 100:22, 101:8, 102:16, 107:10, 110:23, 111:16, 113:9, 113:13, 113:20, 113:25, 116:15, 117:19, 117:21, 129:24, 130:4, 130:6, 130:9, 136:4, 137:25, 138:5, 138:7, 138:11, 145:4, 145:7, 146:14, 146:16, 148:22, 150:25, 151:5, 151:12, 151:15, 151:18, 151:22, 152:12, 152:14, 152:16, 152:18, 152:20, 152:23, 153:10, 154:9, 154:23, 156:17, 157:13, 157:17, 163:13, 164:4, 164:7, 164:9, 165:12, 169:6, 173:25, 174:8, 175:21, 175:24, 179:4, 180:13, 180:19, 181:17, 181:24, 182:3, 182:6, 186:13, 195:10, 195:14, 197:18, 197:22, 200:12, 202:3, 202:5, 206:17, 208:24, 217:9, 220:14, 223:17, 224:15, 225:24, 228:2, 228:17, 229:7, 229:10, 229:14, 230:11, 231:4, 231:15, 231:21, 231:25, 232:2, 232:6, 232:7, 232:8, 232:12, 233:3, 236:11, 236:13, 238:10, 240:1, 241:3, 242:4, 242:11, 243:1, 245:21, 246:20, 248:23, 249:23, 250:25, 251:5, 251:16, 251:19 multifamily [1] - 9:14 multiple [3] - 9:19, 109:14, 129:9 municipality [1] - 125:17 must [9] - 25:3, 120:6, 121:5, 122:18, 122:19, 122:20, 169:4, 216:7, 237:6	<div>N</div> Name [2] - 2:1, 2:18 name [17] - 4:4, 19:17, 19:18, 118:1, 154:8, 164:12, 187:20, 190:2, 190:6, 193:17, 193:19, 193:25, 195:23, 204:17, 219:1, 219:7, 251:8 named [1] - 209:8 names [7] - 156:12, 195:7, 195:17, 197:25, 209:14, 218:2 narrow [1] - 119:1 National [1] - 115:17 national [3] - 8:19, 31:20, 32:8 nature [7] - 13:7, 79:1, 96:5, 194:7, 238:7, 249:7, 250:20 nearest [1] - 41:4 nearly [1] - 164:20 necessarily [1] - 155:11 necessary [4] - 169:1, 196:6, 206:10, 211:3 need [42] - 67:4, 75:22, 76:16, 100:2, 101:1, 114:16, 123:8, 123:9, 123:14, 123:15, 123:21, 123:22, 123:24, 123:25, 127:15, 129:9, 129:10, 137:2, 143:8, 143:9, 154:15, 160:8, 168:11, 168:22, 171:13, 179:6, 181:13, 190:19, 190:21, 199:21, 206:21, 221:15, 228:9, 231:9, 231:14, 238:19, 245:3, 250:6 needed [7] - 82:13, 82:15, 115:2, 162:18, 196:8, 196:17, 211:25 needs [2] - 187:1, 206:15 negotiate [2] - 47:8, 90:21 negotiated [3] - 85:14, 89:20, 90:1 negotiating [3] - 89:2, 89:6, 89:8 negotiation [7] - 85:8, 87:16, 90:11, 90:17, 90:24, 91:3, 92:10 negotiations [7] -	84:25, 85:13, 86:4, 86:21, 87:2, 90:23, 93:7 NEPA [2] - 2:21, 152:9 net [10] - 20:21, 20:24, 20:25, 21:4, 43:14, 43:25, 48:20, 51:16, 53:11, 98:12 Never [2] - 116:14, 136:25 never [17] - 23:21, 23:25, 26:3, 26:9, 29:2, 29:23, 29:25, 62:9, 62:25, 93:21, 119:4, 121:2, 198:25, 204:1, 222:4, 245:16 Nevertheless [1] - 178:16 New [4] - 41:7, 78:23, 79:15, 79:21 new [10] - 48:16, 48:18, 78:10, 78:12, 78:20, 100:16, 100:20, 102:12, 107:6, 191:23 newer [3] - 44:6, 50:7, 50:10 Newer [1] - 59:2 next [28] - 7:14, 18:16, 44:17, 45:8, 45:24, 49:1, 55:25, 56:10, 58:3, 58:10, 61:23, 61:25, 113:19, 122:18, 125:14, 137:5, 140:21, 152:21, 153:10, 157:11, 160:9, 181:13, 187:24, 189:4, 189:19, 191:18, 194:5 Next [2] - 58:2, 58:24 nice [2] - 44:24, 164:14 NIERING [1] - 1:11 Niering [1] - 113:13 night [1] - 91:24 Nineteen [1] - 195:12 nitpicking [2] - 126:18 non [4] - 164:20, 218:1, 238:10, 249:20 non-hearsay [1] - 249:20 non-redacted [1] - 218:1 non-stop [1] - 164:20 None [2] - 117:15, 250:25 none [1] - 203:19 nonresidential [1] - 117:2 nonresponsive [1] - 18:8 normal [3] - 16:13,	26:13, 217:1 normally [1] - 25:25 north [4] - 49:7, 52:11, 52:12, 52:14 North [3] - 1:17, 41:2, 111:8 Northampton [1] - 116:2 note [3] - 65:16, 152:24, 174:8 noted [15] - 15:4, 33:19, 35:4, 37:3, 38:6, 46:24, 48:19, 50:11, 62:1, 102:14, 106:20, 107:6, 126:4, 219:15, 242:9 notes [5] - 43:18, 63:18, 215:9, 243:25, 253:8 nothing [9] - 102:12, 127:12, 127:24, 140:16, 140:20, 142:12, 242:11, 249:16, 250:10 Notice [1] - 226:21 notice [27] - 6:20, 7:13, 88:11, 88:19, 90:6, 90:20, 111:9, 121:5, 213:6, 233:19, 235:8, 235:19, 236:2, 236:16, 237:3, 237:7, 237:14, 237:18, 237:22, 238:2, 239:8, 239:14, 239:22, 245:2 noticed [1] - 235:21 notices [1] - 88:6 notification [1] - 245:8 noun [2] - 142:21, 142:22 November [15] - 57:23, 72:21, 196:19, 196:20, 196:22, 196:25, 197:9, 198:14, 213:25, 234:10, 235:7, 235:17, 236:16, 237:17, 238:6 novo [2] - 34:17, 239:4 NREP [1] - 227:20 NREPs [1] - 226:21 number [25] - 5:11, 60:15, 65:19, 106:25, 124:4, 128:16, 130:18, 130:20, 139:17, 168:6, 181:22, 185:10, 195:16, 195:19, 197:15, 197:16, 205:7, 205:16, 207:8,	210:3, 210:8, 215:5, 220:19, 221:3 Number [4] - 60:15, 128:23, 228:22, 229:1 number's [1] - 139:23 numbered [3] - 154:17, 210:7, 211:18 numbering [2] - 137:22, 196:19 numbers [1] - 248:10 Numeral [3] - 137:16, 138:20, 139:2 numerous [2] - 24:11, 115:25 nurturing [1] - 222:2
				<div>O</div> O'Brien [1] - 10:1 o'clock [2] - 1:8, 252:3 O'Donnell [1] - 89:19 object [17] - 14:2, 14:25, 24:21, 36:22, 63:15, 67:22, 77:18, 80:24, 162:1, 165:12, 169:6, 186:13, 208:21, 220:24, 223:10, 249:8, 249:23 Object [1] - 20:15 objecting [1] - 250:1 Objection [23] - 16:23, 18:8, 22:1, 22:4, 24:5, 63:9, 83:7, 90:2, 91:4, 100:13, 102:5, 103:1, 149:20, 163:9, 173:25, 175:21, 179:4, 220:21, 242:6, 246:7, 246:18, 248:18, 248:25 objection [27] - 6:9, 15:4, 24:11, 24:20, 24:22, 33:13, 33:17, 33:20, 34:2, 34:23, 37:2, 63:11, 63:12, 64:12, 68:13, 102:12, 130:8, 150:2, 150:7, 151:8, 151:12, 174:9, 174:14, 209:1, 224:13, 236:1, 251:23 objection's [1] - 242:9 objections [8] - 34:9, 117:17, 232:22, 233:18, 235:25, 236:9, 238:23, 239:7 objectives [1] - 133:12 objects [1] - 235:1 obligation [4] - 159:2,

<p>182:1, 236:24, 251:17</p> <p>obligations [4] - 153:19, 186:6, 187:9, 187:17</p> <p>observe [2] - 70:24, 71:7</p> <p>obtain [1] - 97:14</p> <p>obtaining [1] - 94:1</p> <p>obvious [1] - 123:3</p> <p>obviously [5] - 76:1, 116:7, 123:22, 126:25, 153:23</p> <p>Obviously [2] - 102:3, 134:5</p> <p>occasions [1] - 24:12</p> <p>occupancy [1] - 129:10</p> <p>occupied [2] - 60:12, 84:24</p> <p>occupy [1] - 103:24</p> <p>occurred [5] - 126:24, 233:1, 235:6, 236:15, 251:10</p> <p>occurrence [1] - 150:22</p> <p>October [8] - 5:25, 59:22, 72:21, 107:23, 107:25, 123:19, 153:9, 252:1</p> <p>odd [1] - 172:23</p> <p>OF [5] - 1:1, 2:1, 2:17, 3:1, 12:22</p> <p>offer [4] - 10:18, 116:15, 240:22, 242:4</p> <p>offered [4] - 24:9, 229:20, 237:11, 237:12</p> <p>offering [2] - 5:22, 6:2</p> <p>offhand [4] - 70:22, 74:14, 78:8, 111:4</p> <p>Office [3] - 44:18, 45:8, 166:4</p> <p>office [37] - 22:22, 27:11, 44:18, 44:19, 44:20, 45:16, 45:17, 45:18, 45:21, 48:16, 48:18, 50:2, 50:4, 52:1, 81:23, 82:22, 83:1, 83:5, 86:14, 86:18, 105:15, 108:21, 128:13, 143:3, 143:7, 158:5, 214:6, 217:14, 226:15, 239:12, 241:23, 242:2, 245:2, 247:12, 247:13, 248:12</p> <p>officer [6] - 4:5, 5:18, 157:20, 167:15, 178:11, 221:5</p> <p>official [4] - 7:2, 170:12, 199:7, 243:14</p>	<p>often [10] - 13:20, 18:6, 23:19, 31:12, 31:14, 82:17, 143:21, 162:8, 162:10, 223:23</p> <p>older [2] - 45:9, 78:24</p> <p>On-site [1] - 188:3</p> <p>on-site [23] - 188:6, 188:13, 188:20, 189:14, 189:17, 191:5, 192:16, 199:11, 200:2, 201:7, 204:25, 205:2, 210:14, 210:15, 212:20, 213:11, 214:1, 214:3, 219:20, 226:16, 227:11, 242:23</p> <p>Once [3] - 40:4, 154:11, 159:7</p> <p>once [3] - 57:3, 156:4, 159:22</p> <p>one [87] - 7:17, 23:8, 23:23, 28:7, 36:20, 43:1, 43:25, 52:25, 53:2, 54:4, 55:14, 55:16, 55:20, 56:15, 57:13, 58:3, 58:12, 58:13, 58:25, 60:1, 60:15, 63:21, 66:14, 81:17, 84:13, 85:3, 89:1, 90:9, 90:12, 94:9, 106:8, 106:10, 106:16, 111:20, 112:1, 114:20, 120:2, 120:25, 124:8, 128:23, 130:18, 141:17, 142:7, 147:6, 149:9, 152:18, 154:21, 156:13, 163:19, 164:12, 181:23, 185:15, 189:19, 189:24, 191:17, 194:5, 200:2, 201:2, 203:1, 205:16, 206:17, 209:12, 212:2, 212:3, 214:9, 216:12, 216:25, 218:8, 218:10, 224:13, 226:8, 228:3, 228:22, 231:14, 232:25, 235:13, 237:21, 239:18, 240:10, 242:12, 243:6, 245:17, 250:1</p> <p>One [10] - 6:23, 65:23, 122:18, 195:7, 202:24, 203:21, 228:2, 229:7, 244:22, 245:15</p> <p>one's [2] - 42:5, 55:17</p> <p>ones [12] - 62:1, 82:4,</p>	<p>82:5, 85:9, 85:11, 86:7, 86:12, 94:3, 107:6, 180:24, 212:2, 212:3</p> <p>open [3] - 245:7, 245:13, 245:14</p> <p>opening [1] - 5:9</p> <p>operate [1] - 239:1</p> <p>operates [1] - 27:13</p> <p>operating [2] - 111:22, 111:23</p> <p>operation [3] - 67:4, 91:25, 92:1</p> <p>operational [1] - 91:19</p> <p>operations [1] - 70:12</p> <p>opine [2] - 11:9, 14:15</p> <p>opined [1] - 35:24</p> <p>opines [1] - 94:22</p> <p>opining [2] - 13:18, 95:14</p> <p>opinion [36] - 11:13, 13:6, 13:13, 13:14, 15:1, 15:24, 16:13, 16:14, 18:7, 28:20, 61:16, 61:21, 62:12, 62:20, 65:5, 69:4, 69:7, 70:11, 73:4, 73:13, 81:6, 95:23, 98:20, 98:23, 107:24, 130:25, 131:3, 140:24, 141:5, 141:8, 141:20, 143:2, 146:9, 150:23, 166:8, 220:22</p> <p>opinions [3] - 81:6, 81:8, 167:18</p> <p>opportunity [21] - 16:6, 24:15, 25:3, 25:5, 25:8, 25:10, 71:4, 71:7, 83:15, 110:17, 143:9, 143:18, 149:9, 155:24, 170:3, 184:20, 184:21, 186:23, 224:17, 225:6, 237:8</p> <p>opposed [6] - 44:11, 70:20, 72:1, 92:24, 105:5, 161:11</p> <p>opposing [2] - 7:13, 224:17</p> <p>opposite [2] - 21:4, 195:10</p> <p>opposition [1] - 113:9</p> <p>option [3] - 20:7, 20:8, 47:19</p> <p>oral [3] - 69:8, 120:1, 240:18</p> <p>orally [1] - 119:25</p> <p>Order [1] - 2:20</p> <p>order [8] - 7:10, 54:20, 76:11, 114:16, 153:17, 184:9, 207:4, 212:16</p>	<p>ordered [1] - 6:12</p> <p>orderly [1] - 7:16</p> <p>organization [2] - 115:16, 150:4</p> <p>organizations [2] - 8:25, 72:7</p> <p>original [3] - 74:21, 221:25, 244:4</p> <p>originally [2] - 26:25, 223:7</p> <p>otherwise [2] - 154:1, 157:8</p> <p>ought [1] - 167:22</p> <p>outlines [1] - 119:20</p> <p>outside [15] - 6:24, 87:25, 98:7, 98:14, 109:5, 111:14, 121:8, 124:15, 128:19, 129:1, 154:3, 156:3, 165:13, 217:17, 230:25</p> <p>outsider [1] - 167:12</p> <p>overrule [3] - 24:11, 68:15, 163:11</p> <p>overruled [2] - 15:5, 242:10</p> <p>Overruled [6] - 18:11, 22:7, 37:2, 102:6, 149:22, 150:9</p> <p>overruling [2] - 64:12, 171:7</p> <p>oversee [2] - 86:17, 241:1</p>
---	---	---	--

<p>217:2, 219:19, 234:18</p> <p>park [2] - 49:10, 49:11</p> <p>parking [1] - 40:6</p> <p>part [25] - 6:22, 15:18, 16:13, 20:25, 67:6, 91:2, 95:19, 118:25, 133:15, 133:23, 136:12, 137:5, 137:20, 158:23, 165:24, 173:15, 175:7, 194:21, 219:20, 219:21, 223:5, 226:25, 228:4, 235:20, 240:11</p> <p>Partial [1] - 23:15</p> <p>partially [1] - 84:13</p> <p>participate [2] - 86:23, 239:17</p> <p>participated [1] - 229:23</p> <p>participation [2] - 199:25, 205:18</p> <p>particular [8] - 50:17, 57:13, 94:17, 142:20, 176:5, 186:14, 216:18, 248:2</p> <p>parties [18] - 6:3, 7:8, 7:10, 7:12, 28:17, 30:23, 87:20, 90:21, 104:25, 154:3, 156:5, 193:11, 193:14, 222:5, 224:19, 240:10, 240:14, 240:24</p> <p>parts [1] - 6:21</p> <p>party [6] - 7:13, 66:16, 94:9, 154:12, 166:4, 238:24</p> <p>passing [4] - 246:2, 248:21, 249:3, 250:19</p> <p>past [3] - 32:19, 176:14, 203:1</p> <p>Pastor [3] - 71:11, 103:13, 242:13</p> <p>pay [28] - 20:21, 21:6, 29:16, 39:2, 39:12, 39:25, 40:11, 42:9, 42:19, 42:20, 44:2, 44:9, 46:21, 47:2, 47:24, 48:3, 48:9, 48:13, 53:10, 53:12, 100:19, 102:20, 108:19, 109:16, 109:21, 110:8, 110:10, 128:12</p> <p>paying [18] - 42:11, 44:11, 48:21, 48:23, 48:24, 54:10, 56:1, 56:2, 57:24, 58:20, 59:14, 59:17, 59:23, 100:11, 101:15,</p>	<p>101:17, 110:6, 110:9</p> <p>payment [3] - 23:4, 29:14, 29:17</p> <p>pays [1] - 92:4</p> <p>PDE [3] - 165:1, 165:17, 214:17</p> <p>peer [1] - 160:4</p> <p>peers [1] - 160:11</p> <p>Peetchatka [1] - 19:17</p> <p>Pennsylvania [25] - 2:22, 8:11, 8:12, 14:1, 111:5, 111:14, 114:6, 114:18, 115:1, 115:2, 115:9, 115:12, 115:17, 115:20, 121:22, 149:17, 150:5, 150:6, 158:1, 166:2, 166:10, 180:10, 182:14, 205:17, 230:22</p> <p>People [1] - 250:21</p> <p>people [31] - 5:11, 5:15, 7:15, 38:23, 64:14, 72:4, 118:9, 118:11, 121:11, 134:12, 134:15, 135:2, 135:9, 144:11, 146:3, 154:16, 155:16, 169:4, 177:18, 178:9, 178:18, 179:1, 199:12, 204:4, 206:23, 221:4, 225:6, 235:20, 245:16, 249:12, 250:4</p> <p>people's [1] - 238:18</p> <p>per [49] - 38:17, 39:3, 39:7, 39:25, 40:11, 40:14, 42:11, 42:13, 42:19, 43:13, 43:14, 44:2, 44:9, 44:16, 45:19, 46:21, 46:23, 47:2, 47:25, 48:15, 48:17, 50:15, 52:1, 53:18, 53:19, 53:22, 53:24, 54:1, 54:3, 54:10, 54:11, 56:2, 57:15, 57:16, 58:20, 58:21, 59:14, 59:18, 59:19, 59:24, 60:5, 62:13, 65:14, 79:24, 102:19, 105:3, 105:7, 105:9, 110:4</p> <p>Per [1] - 42:10</p> <p>perceived [1] - 224:1</p> <p>percent [5] - 29:13, 92:4, 92:9, 150:22, 214:8</p> <p>percentage [5] - 70:19, 92:24, 93:2, 93:4, 208:19</p> <p>Perfect [1] - 32:7</p> <p>perfect [1] - 32:7</p>	<p>perform [5] - 13:24, 118:21, 119:12, 145:15, 158:23</p> <p>performance [1] - 173:5</p> <p>performed [3] - 73:16, 117:13, 145:17</p> <p>performing [1] - 12:6</p> <p>perhaps [7] - 63:22, 123:1, 168:24, 181:22, 221:12, 225:14, 231:17</p> <p>period [11] - 72:25, 91:16, 108:3, 111:23, 114:24, 173:16, 173:23, 189:3, 195:4, 198:22, 235:7</p> <p>periods [3] - 20:8, 47:19</p> <p>permit [1] - 186:16</p> <p>permits [1] - 114:20</p> <p>person [10] - 15:1, 16:24, 17:7, 17:20, 75:25, 83:11, 206:15, 206:17, 206:20, 236:21</p> <p>personal [3] - 22:24, 244:7, 246:10</p> <p>personally [4] - 86:15, 86:20, 213:24, 247:19</p> <p>personnel [1] - 171:20</p> <p>perspective [1] - 246:16</p> <p>pertains [1] - 199:24</p> <p>Pfennig [41] - 2:24, 3:2, 3:3, 3:4, 3:5, 3:6, 3:7, 3:8, 3:9, 3:10, 3:12, 4:22, 177:3, 179:9, 179:13, 181:15, 182:19, 183:1, 183:3, 183:7, 183:10, 183:13, 183:15, 183:18, 183:22, 184:1, 184:5, 185:21, 187:20, 188:14, 188:21, 189:1, 190:2, 190:8, 193:19, 194:7, 195:24, 196:7, 197:13, 198:9, 204:14</p> <p>Pfennig's [1] - 177:11</p> <p>Philadelphia [5] - 111:8, 111:10, 111:11, 231:1</p> <p>Phillips [7] - 54:2, 79:10, 79:25, 80:4, 105:9, 105:13, 105:19</p> <p>Philly [1] - 111:14</p> <p>phone [15] - 67:5,</p>	<p>204:19, 204:22, 215:5, 236:22, 246:13, 247:11, 248:11, 248:21, 249:3, 249:17, 250:5, 250:11, 250:19, 250:20</p> <p>phonetic [1] - 118:9</p> <p>physical [5] - 26:20, 27:15, 42:3, 57:7, 71:20</p> <p>physically [4] - 41:1, 52:17, 55:10, 158:5</p> <p>Physically [1] - 27:17</p> <p>pick [2] - 204:19, 204:22</p> <p>picking [1] - 144:4</p> <p>piece [2] - 148:17, 236:3</p> <p>pieces [6] - 91:10, 91:11, 91:12, 91:13, 196:5, 196:7</p> <p>pile [1] - 103:21</p> <p>PIN [1] - 124:3</p> <p>PJ [1] - 98:11</p> <p>place [15] - 6:13, 49:15, 84:25, 104:4, 203:1, 208:12, 219:20, 235:16, 238:8, 239:11, 241:19, 242:15, 244:12, 245:17, 250:22</p> <p>placed [1] - 9:20</p> <p>placement [1] - 169:4</p> <p>Placement [1] - 226:21</p> <p>places [2] - 246:25, 247:5</p> <p>plan [1] - 173:5</p> <p>Planning [1] - 8:21</p> <p>planning [1] - 160:9</p> <p>plans [1] - 173:4</p> <p>play [1] - 126:19</p> <p>Plaza [2] - 58:25, 241:9</p> <p>Pleas [5] - 6:4, 9:25, 10:11, 25:2, 116:1</p> <p>pleas [1] - 116:9</p> <p>plenty [1] - 204:14</p> <p>plus [1] - 173:7</p> <p>POCONO [1] - 1:1</p> <p>Pocono [71] - 1:2, 1:5, 1:18, 1:21, 2:21, 3:13, 3:15, 3:16, 4:7, 5:23, 18:17, 19:6, 19:18, 28:4, 30:16, 37:21, 38:4, 42:6, 49:8, 49:18, 50:21, 50:25, 51:1, 51:6, 51:7, 52:5, 56:14, 56:17, 56:18, 56:20, 56:22, 58:25, 59:7, 79:21, 97:24, 98:15, 105:15, 106:1,</p>	<p>111:2, 111:21, 112:2, 128:5, 129:20, 131:1, 131:4, 131:16, 132:2, 132:13, 171:16, 171:20, 173:10, 173:23, 175:3, 175:8, 175:13, 175:18, 176:6, 176:9, 176:20, 177:3, 180:9, 181:4, 182:13, 187:7, 199:23, 200:21, 204:8, 222:11, 222:13, 226:5</p> <p>Point [1] - 145:4</p> <p>point [25] - 14:3, 33:6, 41:4, 71:5, 73:15, 84:17, 92:10, 120:9, 122:17, 129:19, 132:23, 140:9, 142:11, 149:9, 156:4, 160:3, 178:19, 193:23, 194:16, 201:7, 201:8, 207:6, 209:2, 225:14, 250:1</p> <p>Points [1] - 52:12</p> <p>points [1] - 240:19</p> <p>policy [1] - 178:17</p> <p>poling [1] - 235:16</p> <p>polling [7] - 238:8, 241:18, 242:15, 244:12, 246:25, 247:5, 250:22</p> <p>Polling [1] - 247:8</p> <p>population [1] - 222:14</p> <p>port [1] - 245:3</p> <p>port-a-potties [1] - 245:3</p> <p>portion [9] - 20:22, 26:23, 88:5, 116:4, 136:13, 137:10, 137:13, 140:11, 141:15</p> <p>portions [1] - 71:25</p> <p>position [5] - 6:14, 132:19, 223:21, 225:8, 243:14</p> <p>possession [10] - 21:9, 21:13, 62:14, 65:8, 66:15, 136:8, 231:22, 236:23, 236:25</p> <p>possible [5] - 7:10, 62:20, 99:17, 106:15, 113:1</p> <p>potential [3] - 66:22, 67:1, 247:15</p> <p>potties [1] - 245:3</p> <p>Practice [3] - 74:10, 118:4, 118:13</p> <p>practice [5] - 213:15,</p>
---	--	---	---	---

<p>215:7, 217:1, 217:4, 217:5</p> <p>pre ^[1] - 5:17</p> <p>pre-meeting ^[1] - 5:17</p> <p>preamble ^[9] - 133:5, 133:10, 133:15, 133:20, 149:8, 149:10, 149:13, 149:15, 149:24</p> <p>precise ^[5] - 122:10, 122:12, 122:25, 188:3, 188:9</p> <p>precursor ^[1] - 168:22</p> <p>preferable ^[1] - 154:9</p> <p>Premises ^[1] - 29:18</p> <p>premises ^[9] - 20:13, 29:9, 29:16, 31:16, 54:20, 100:12, 104:2, 104:5, 104:8</p> <p>prepare ^[4] - 74:25, 76:8, 129:22, 157:4</p> <p>prepared ^[16] - 7:12, 7:15, 46:21, 47:24, 74:16, 88:24, 117:25, 121:20, 132:6, 134:6, 135:14, 145:12, 147:25, 172:4, 190:21, 201:12</p> <p>Prepared ^[1] - 152:21</p> <p>preparing ^[1] - 214:4</p> <p>presence ^[1] - 6:24</p> <p>PRESENT ^[1] - 1:22</p> <p>present ^[17] - 4:12, 5:12, 6:15, 25:3, 25:9, 109:12, 157:2, 157:3, 157:4, 160:1, 170:3, 225:6, 227:7, 236:20, 239:13, 240:16, 242:17</p> <p>presentation ^[1] - 7:11</p> <p>presented ^[6] - 34:3, 96:18, 154:11, 154:21, 179:18, 249:11</p> <p>presenting ^[1] - 178:14</p> <p>preserve ^[1] - 153:20</p> <p>preserved ^[5] - 33:20, 34:17, 34:24, 238:24, 240:25</p> <p>preserving ^[1] - 64:11</p> <p>preside ^[1] - 4:6</p> <p>president ^[2] - 19:17, 19:19</p> <p>President ^[1] - 1:9</p> <p>presumably ^[4] - 91:11, 126:21, 181:9, 209:1</p> <p>Presumably ^[1] - 142:5</p> <p>presumes ^[1] - 65:7</p> <p>presumption ^[1] - 126:23</p>	<p>pretty ^[2] - 16:8, 31:5</p> <p>preview ^[1] - 169:13</p> <p>Previous ^[2] - 72:14, 72:15</p> <p>previous ^[3] - 64:10, 69:9, 223:12</p> <p>previously ^[5] - 34:1, 65:13, 101:12, 210:13, 210:25</p> <p>prewired ^[1] - 67:13</p> <p>prewiring ^[1] - 67:10</p> <p>price ^[21] - 38:22, 40:14, 44:6, 44:16, 50:11, 50:16, 50:18, 50:19, 52:2, 53:6, 57:15, 61:7, 61:12, 79:25, 80:3, 80:4, 84:1, 84:4, 84:8, 100:16, 105:3</p> <p>prices ^[6] - 54:8, 82:6, 82:9, 82:10, 83:22, 83:23</p> <p>pricey ^[1] - 45:2</p> <p>prime ^[1] - 46:6</p> <p>primus ^[1] - 38:3</p> <p>principal ^[3] - 5:5, 178:8, 190:13</p> <p>Privacy ^[1] - 153:19</p> <p>private ^[2] - 157:8, 230:25</p> <p>privy ^[2] - 127:2, 143:25</p> <p>pro ^[2] - 40:2, 92:14</p> <p>pro-rata ^[2] - 40:2, 92:14</p> <p>probative ^[1] - 249:11</p> <p>problem ^[7] - 49:24, 56:21, 123:10, 161:13, 216:2, 247:15</p> <p>Procedural ^[2] - 163:6, 208:5</p> <p>procedural ^[8] - 160:25, 161:1, 161:5, 161:9, 166:17, 193:4, 207:24, 227:4</p> <p>procedurally ^[4] - 207:12, 211:22, 212:16, 223:5</p> <p>procedure ^[3] - 191:17, 191:18, 192:20</p> <p>procedures ^[1] - 169:25</p> <p>proceed ^[3] - 17:24, 67:16, 196:18</p> <p>proceeding ^[4] - 5:14, 10:8, 17:5, 17:13</p> <p>proceedings ^[9] - 1:4, 24:12, 136:2, 136:5, 154:4, 156:4, 174:19, 234:1, 253:7</p> <p>proceeds ^[1] - 155:22</p> <p>process ^[22] - 24:18,</p>	<p>24:21, 25:9, 159:9, 159:20, 159:22, 160:7, 161:24, 162:4, 162:5, 162:11, 162:17, 163:18, 177:12, 188:6, 193:12, 194:17, 196:10, 204:23, 204:24, 205:3, 240:12</p> <p>processes ^[2] - 163:5, 169:8</p> <p>produce ^[2] - 167:1, 233:21</p> <p>producing ^[1] - 76:22</p> <p>Professional ^[4] - 52:1, 74:9, 118:4, 118:13</p> <p>professional ^[6] - 45:18, 50:2, 50:3, 61:17, 115:13, 170:17</p> <p>program ^[2] - 169:3, 171:1</p> <p>programs ^[2] - 169:25, 186:12</p> <p>progresses ^[1] - 6:7</p> <p>prohibit ^[1] - 120:1</p> <p>project ^[1] - 82:19</p> <p>promise ^[1] - 7:4</p> <p>promotional ^[1] - 234:17</p> <p>pronouncing ^[1] - 118:1</p> <p>Proof ^[1] - 2:19</p> <p>proof ^[1] - 110:24</p> <p>proper ^[3] - 188:20, 235:10, 249:24</p> <p>properly ^[1] - 191:25</p> <p>properties ^[10] - 9:20, 9:22, 32:13, 55:7, 63:20, 64:2, 66:3, 67:6, 84:12, 107:15</p> <p>properties' ^[1] - 60:8</p> <p>property ^[107] - 9:14, 9:17, 9:18, 11:10, 13:9, 13:15, 13:16, 13:18, 13:19, 14:8, 15:2, 16:16, 18:4, 18:14, 21:9, 21:13, 35:25, 36:16, 38:9, 40:16, 40:17, 41:21, 41:24, 42:21, 42:22, 45:24, 46:10, 48:21, 49:1, 49:4, 49:16, 50:20, 50:24, 52:4, 52:7, 52:9, 55:5, 55:19, 56:8, 56:9, 56:12, 58:2, 58:22, 58:24, 59:20, 61:18, 62:1, 62:16, 65:8, 65:24, 66:9, 69:6, 69:19, 69:24, 71:1, 71:5, 71:21, 71:25, 72:7, 78:1, 79:16,</p>	<p>79:18, 80:1, 80:5, 80:16, 82:8, 94:23, 95:8, 95:15, 95:19, 95:20, 95:22, 95:25, 96:3, 96:4, 96:24, 97:9, 98:9, 99:2, 101:7, 101:21, 105:4, 114:21, 116:22, 116:25, 117:8, 117:10, 117:13, 119:4, 119:10, 124:3, 124:11, 124:14, 124:19, 125:15, 127:11, 127:15, 127:16, 128:13, 135:19, 135:20, 141:21, 143:6</p> <p>proposed ^[1] - 78:14</p> <p>prorate ^[2] - 23:23, 23:24</p> <p>prorated ^[2] - 39:23, 57:20</p> <p>prosecuted ^[1] - 133:20</p> <p>protect ^[2] - 154:1, 156:24</p> <p>protected ^[2] - 155:12, 156:21</p> <p>protecting ^[1] - 157:1</p> <p>protection ^[1] - 155:4</p> <p>protects ^[1] - 155:8</p> <p>proves ^[1] - 169:1</p> <p>provide ^[15] - 7:4, 7:5, 7:13, 23:6, 105:11, 136:19, 143:14, 168:25, 184:14, 190:2, 190:13, 196:8, 233:23, 233:25, 237:7</p> <p>provided ^[15] - 3:22, 33:3, 68:16, 68:18, 87:25, 117:24, 118:5, 119:1, 119:9, 128:25, 148:21, 169:25, 176:6, 191:21, 215:5</p> <p>provides ^[2] - 88:5, 237:4</p> <p>providing ^[3] - 150:16, 162:23, 191:20</p> <p>provision ^[2] - 92:4, 166:21</p> <p>provisions ^[4] - 12:8, 13:23, 88:20, 171:13</p> <p>proximity ^[2] - 80:12, 80:19</p> <p>PSSAs ^[1] - 199:25</p> <p>psych ^[1] - 230:24</p> <p>psychologists ^[1] - 168:19</p> <p>public ^[11] - 5:10, 6:24, 119:6, 124:16, 155:23, 155:24, 156:2, 156:6,</p>	<p>159:10, 159:12, 240:22</p> <p>Publication ^[1] - 2:19</p> <p>publicly ^[2] - 194:13, 194:24</p> <p>pull ^[2] - 160:18, 213:10</p> <p>punched ^[1] - 152:16</p> <p>purports ^[1] - 243:5</p> <p>purpose ^[10] - 24:12, 34:2, 82:15, 83:3, 97:4, 130:15, 130:17, 153:25, 236:5, 237:12</p> <p>purposes ^[18] - 4:11, 5:7, 15:5, 17:10, 35:6, 63:12, 64:16, 68:12, 95:17, 117:23, 118:16, 145:11, 151:25, 154:5, 154:12, 178:22, 241:8, 251:6</p> <p>Pursuant ^[2] - 6:12, 101:15</p> <p>pursuant ^[2] - 4:8, 186:16</p> <p>pursue ^[1] - 237:16</p> <p>pursued ^[1] - 115:21</p> <p>purview ^[5] - 166:24, 167:24, 200:22, 202:19, 219:2</p> <p>put ^[26] - 6:19, 7:18, 12:15, 31:22, 33:10, 49:17, 53:13, 54:6, 61:22, 96:17, 96:20, 107:7, 113:14, 132:18, 148:12, 148:13, 203:13, 215:19, 215:24, 223:21, 231:17, 232:23, 235:19, 236:2, 245:2, 246:16</p> <p>puts ^[1] - 66:2</p> <p>putting ^[3] - 71:19, 85:17, 85:21</p>
Q				
<p>Quaker ^[1] - 241:9</p> <p>qualifications ^[7] - 10:22, 14:10, 14:13, 14:20, 14:23, 117:17, 127:7</p> <p>qualified ^[9] - 10:3, 22:4, 24:6, 36:24, 36:25, 116:1, 116:10, 166:9, 187:12</p> <p>qualify ^[3] - 10:15, 17:16, 86:8</p> <p>quality ^[1] - 13:7</p> <p>quantify ^[2] - 62:24, 248:9</p> <p>quarter ^[1] - 61:25</p>				

quasi ^[1] - 5:13 question's ^[1] - 18:12 questioning ^[12] - 14:18, 15:6, 25:12, 36:23, 68:14, 104:21, 110:18, 111:1, 148:10, 184:17, 185:1, 218:24 questions ^[45] - 14:3, 14:13, 14:19, 14:21, 14:22, 14:25, 42:2, 63:7, 64:23, 67:15, 75:6, 82:6, 105:21, 110:13, 111:17, 130:10, 145:11, 146:14, 146:17, 148:21, 149:7, 150:25, 152:1, 160:1, 164:9, 164:15, 170:9, 180:6, 181:22, 202:1, 220:12, 220:13, 224:14, 224:25, 225:3, 228:17, 230:6, 230:14, 231:2, 237:16, 243:1, 244:10, 244:14, 250:24, 251:1 quick ^[2] - 206:18, 236:20 quickly ^[3] - 189:12, 198:10, 231:15 quite ^[7] - 27:6, 49:10, 51:13, 60:17, 221:13, 222:3, 229:25 quote ^[4] - 7:2, 29:8, 157:8, 170:18	rather ^[3] - 45:2, 45:17, 120:15 Ray ^[1] - 113:21 Raymond ^[2] - 3:18, 130:1 RAYMOND ^[2] - 2:7, 113:23 re ^[1] - 99:20 Re ^[1] - 1:2 re-cross ^[1] - 99:20 reach ^[5] - 11:12, 62:20, 215:14, 215:17, 239:2 reached ^[3] - 131:3, 153:23, 224:2 react ^[1] - 141:5 read ^[12] - 13:3, 109:10, 122:1, 127:22, 135:15, 136:12, 150:15, 187:12, 235:24, 236:15, 237:3 reader ^[11] - 124:15, 139:20, 139:23, 139:25, 140:6, 142:12, 142:18, 143:1, 143:2, 143:12, 144:3 reading ^[8] - 101:19, 135:12, 139:20, 139:25, 186:1, 219:7, 235:24, 236:13 ready ^[1] - 45:5 Real ^[6] - 3:18, 40:22, 51:19, 130:1, 149:18 real ^[27] - 8:7, 8:8, 8:15, 8:18, 9:2, 13:8, 15:10, 15:15, 32:12, 37:25, 45:4, 46:7, 65:12, 66:19, 95:14, 95:17, 108:1, 108:20, 111:13, 114:11, 114:12, 114:17, 114:21, 116:25, 238:14 reality ^[1] - 83:11 realize ^[3] - 154:9, 238:17, 238:18 Really ^[1] - 40:20 really ^[26] - 25:18, 25:20, 38:11, 40:21, 42:1, 42:24, 44:25, 56:18, 62:23, 70:7, 106:15, 122:13, 124:2, 126:6, 127:23, 163:4, 167:24, 168:2, 190:23, 202:20, 207:21, 208:17, 214:19, 225:1, 249:25 Realtor ^[1] - 115:18 realtor ^[3] - 21:19, 27:21, 60:11	reason ^[17] - 96:7, 107:1, 113:8, 131:7, 142:18, 142:20, 151:3, 151:6, 174:9, 193:24, 203:5, 204:13, 204:22, 215:24, 228:10, 245:6, 245:12 reasonable ^[4] - 7:13, 61:16, 95:24, 154:6 reasoning ^[1] - 130:23 reasons ^[4] - 22:21, 130:23, 202:21, 202:25 reassuring ^[1] - 189:16 recalling ^[1] - 122:25 receive ^[14] - 88:11, 172:9, 177:2, 180:8, 199:1, 200:22, 229:1, 229:19, 237:18, 246:13, 246:17, 246:21, 246:23, 247:5 received ^[25] - 131:19, 131:21, 164:16, 165:2, 172:6, 177:6, 177:8, 178:2, 179:9, 185:20, 194:6, 201:5, 214:22, 216:15, 220:1, 222:10, 236:1, 246:3, 247:6, 248:1, 248:11, 248:21, 249:2, 250:19 receiver ^[2] - 9:9, 9:12 receivership ^[2] - 9:16, 9:20 receiving ^[4] - 189:7, 190:8, 214:8, 216:17 recent ^[1] - 176:14 recently ^[1] - 192:7 recess ^[1] - 252:1 Recess ^[3] - 113:16, 182:11, 232:5 Recognition ^[1] - 205:18 recognize ^[1] - 128:16 recollection ^[5] - 18:3, 121:19, 128:14, 201:4, 239:10 recommendations ^[2] - 74:17, 82:7 Recommended ^[1] - 226:21 recontacted ^[1] - 68:9 Record ^[1] - 5:23 record ^[70] - 4:11, 4:13, 5:8, 5:11, 6:19, 6:21, 6:22, 7:1, 7:3, 7:18, 8:4, 15:5, 18:14, 29:10, 33:20, 34:11, 35:6, 37:3, 37:5, 53:13, 54:6, 64:12, 64:13, 64:15,	64:19, 64:20, 64:22, 68:12, 76:3, 83:16, 101:2, 102:15, 113:11, 113:12, 113:15, 113:18, 114:4, 143:17, 153:11, 153:17, 154:12, 164:8, 180:1, 180:2, 180:3, 180:4, 180:22, 180:25, 181:23, 182:9, 182:10, 184:8, 184:16, 184:18, 223:17, 224:16, 232:23, 233:8, 236:11, 237:4, 238:24, 240:23, 241:8, 242:8, 247:18, 249:10, 250:12, 251:6, 251:11, 251:23 records ^[29] - 6:6, 119:6, 119:8, 124:16, 160:12, 160:24, 167:2, 175:15, 175:20, 176:5, 176:6, 176:10, 190:9, 209:16, 211:19, 212:9, 212:20, 213:1, 213:8, 213:21, 229:13, 231:16, 231:18, 236:23, 241:18, 241:22, 242:1, 243:21, 245:8 Records ^[1] - 3:19 RECROSS ^[2] - 112:9, 228:21 Recross ^[3] - 2:6, 2:13, 151:1 recross ^[2] - 99:20, 112:6 redact ^[1] - 154:13 Redacted ^[2] - 3:4, 183:7 redacted ^[6] - 3:5, 154:19, 183:10, 195:8, 195:12, 218:1 redactions ^[1] - 153:15 redirect ^[2] - 99:8, 99:17 Redirect ^[6] - 2:5, 2:10, 2:12, 2:15, 146:13, 200:11 REDIRECT ^[5] - 100:5, 146:16, 202:5, 229:10, 245:21 reeval ^[2] - 222:1, 227:18 reevaluated ^[1] - 222:1 reevaluation ^[1] -	227:5 refer ^[15] - 12:16, 32:22, 35:7, 100:6, 154:7, 154:8, 154:12, 154:15, 154:16, 179:22, 180:5, 184:17, 187:22, 215:10, 241:24 reference ^[19] - 18:17, 23:7, 32:23, 37:5, 45:24, 55:13, 66:22, 88:12, 104:9, 108:12, 128:14, 137:9, 178:14, 193:21, 197:9, 210:8, 213:19, 215:13, 246:4 referenced ^[7] - 30:10, 49:1, 63:20, 151:25, 188:11, 189:1, 222:9 references ^[4] - 63:19, 64:2, 148:20, 189:20 referencing ^[1] - 82:5 referred ^[7] - 12:19, 19:11, 73:1, 153:22, 187:20, 190:3, 193:5 referring ^[14] - 70:25, 101:11, 103:8, 103:10, 145:12, 145:23, 155:3, 156:19, 163:16, 181:18, 204:17, 218:17, 218:18 refers ^[2] - 104:8, 119:22 reflect ^[1] - 108:2 reflected ^[3] - 89:16, 153:9, 179:12 reflection ^[1] - 118:5 refrain ^[2] - 186:21, 238:20 refresh ^[2] - 121:18, 210:1 refused ^[2] - 10:15, 116:10 regard ^[11] - 73:4, 77:9, 85:16, 87:8, 93:11, 135:16, 166:17, 227:2, 232:23, 233:21, 238:1 regarding ^[12] - 6:20, 25:19, 28:21, 35:23, 149:8, 153:11, 173:22, 175:2, 175:19, 177:3, 246:2, 247:7 regardless ^[1] - 64:14 regards ^[4] - 66:18, 67:3, 154:2, 156:8 region ^[4] - 172:20, 172:25, 173:9, 173:15 regionally ^[1] - 158:8
R				
raise ^[2] - 25:20, 193:15 raised ^[7] - 155:22, 162:16, 188:17, 188:21, 203:21, 208:15, 230:5 raises ^[1] - 215:1 raising ^[2] - 110:20, 205:14 random ^[1] - 160:16 range ^[5] - 61:22, 61:25, 62:2, 62:5, 91:23 rata ^[2] - 40:2, 92:14 rate ^[14] - 26:4, 31:9, 37:15, 39:9, 47:13, 47:15, 47:17, 50:18, 56:25, 60:3, 60:7, 102:22, 106:6 rates ^[3] - 45:7, 51:5, 57:4				

Registration ^[1] - 232:20 registration ^[3] - 241:13, 241:16 regs ^[1] - 166:2 regular ^[12] - 15:18, 15:23, 16:1, 23:16, 150:22, 168:16, 209:5, 218:24, 219:1, 220:20, 226:7, 241:17 Regulation's ^[1] - 161:5 regulations ^[13] - 153:20, 158:22, 159:4, 165:20, 165:23, 169:1, 186:6, 192:3, 192:5, 194:22, 203:18, 203:19, 207:18 regulatory ^[2] - 116:8, 133:21 rehab ^[2] - 165:10, 165:17 reimbursed ^[1] - 102:17 reimbursed ^[1] - 92:11 reimbursement ^[3] - 23:12, 23:15, 26:4 reimbursing ^[2] - 102:7, 102:9 reinforced ^[1] - 115:4 relate ^[2] - 158:18, 235:6 related ^[8] - 171:7, 186:18, 213:21, 218:24, 223:22, 225:4, 234:12, 238:3 relates ^[3] - 137:14, 213:2, 241:18 relating ^[2] - 13:7, 234:7 relationship ^[21] - 22:19, 24:4, 24:6, 25:22, 25:23, 26:12, 30:4, 30:6, 37:13, 44:1, 44:5, 53:9, 62:17, 87:23, 92:20, 104:19, 104:24, 106:13, 106:17, 107:1, 234:22 relative ^[1] - 120:22 release ^[1] - 175:19 relevance ^[5] - 67:23, 80:25, 236:7, 236:8, 250:15 relevancy ^[3] - 24:14, 24:16, 173:25 relevant ^[13] - 34:22, 66:5, 95:12, 95:15, 96:20, 174:18, 178:21, 235:11, 237:2, 237:11, 240:6, 240:9, 241:1 reliance ^[1] - 134:25 relied ^[3] - 129:20,	131:1, 131:4 relies ^[2] - 234:3, 234:14 religious ^[1] - 248:16 rely ^[11] - 17:11, 106:15, 121:5, 128:6, 131:11, 132:15, 132:21, 132:24, 134:12, 135:2, 135:9 relying ^[5] - 106:16, 132:10, 132:13, 132:17, 134:19 remain ^[1] - 228:7 remember ^[6] - 70:2, 104:20, 176:16, 189:7, 194:25, 209:25 Remember ^[1] - 94:3 remembering ^[1] - 194:9 remind ^[2] - 156:25, 240:14 removal ^[6] - 54:13, 54:15, 54:21, 54:22, 54:23, 55:2 render ^[1] - 73:13 renewals ^[1] - 47:18 renewed ^[1] - 73:5 renovations ^[5] - 27:5, 101:7, 108:19, 110:6, 110:9 rent ^[48] - 19:24, 20:9, 20:10, 20:22, 21:6, 29:5, 29:9, 29:12, 31:8, 32:13, 37:9, 39:3, 39:23, 39:24, 39:25, 42:19, 43:13, 43:15, 44:12, 53:18, 60:11, 60:18, 67:21, 72:12, 72:20, 73:5, 78:23, 79:18, 81:11, 85:13, 93:12, 94:22, 98:13, 98:21, 101:17, 102:1, 102:19, 103:25, 105:15, 112:19, 112:25, 118:6, 123:12, 123:13, 129:5, 141:20, 145:2, 146:4 Rent ^[1] - 29:18 rental ^[25] - 10:4, 10:20, 11:9, 13:15, 14:8, 15:2, 24:8, 37:15, 40:22, 41:6, 41:11, 45:7, 51:5, 61:17, 62:21, 63:1, 65:6, 69:5, 69:18, 78:22, 83:4, 98:8, 126:12 rented ^[2] - 96:5, 104:10 renting ^[2] - 38:17, 44:3	rents ^[1] - 81:22 Repeat ^[1] - 47:4 repeat ^[3] - 25:15, 88:15, 141:17 rephrase ^[5] - 91:8, 96:17, 96:20, 162:3, 191:10 rephrased ^[1] - 77:24 Report ^[4] - 2:20, 3:10, 152:8, 183:24 report ^[204] - 11:1, 11:2, 16:19, 32:22, 32:24, 32:25, 33:11, 35:7, 35:19, 35:20, 36:2, 36:5, 36:9, 36:24, 37:1, 37:5, 40:13, 40:14, 45:25, 49:2, 50:6, 50:19, 51:24, 52:4, 55:13, 64:5, 65:14, 68:21, 68:25, 71:19, 74:5, 74:22, 74:25, 75:5, 76:1, 76:18, 77:9, 79:7, 83:14, 84:12, 85:17, 85:21, 85:22, 87:9, 94:22, 95:1, 96:23, 102:23, 104:13, 104:23, 106:20, 107:3, 107:15, 108:9, 108:12, 108:13, 108:18, 108:24, 110:11, 110:13, 110:21, 112:11, 112:14, 117:25, 118:2, 119:8, 119:14, 119:15, 119:17, 119:23, 119:24, 119:25, 120:1, 120:10, 120:18, 120:20, 120:25, 121:1, 121:2, 121:4, 121:9, 121:10, 121:12, 121:15, 121:17, 121:18, 122:3, 122:16, 122:20, 122:21, 122:22, 122:23, 122:24, 123:4, 123:7, 123:12, 123:18, 123:21, 124:2, 124:15, 126:5, 126:7, 126:8, 126:11, 127:1, 127:18, 127:19, 128:6, 128:7, 128:8, 128:11, 128:18, 129:22, 130:4, 130:18, 131:1, 132:1, 132:6, 132:8, 132:10, 132:14, 134:6, 134:7, 134:8, 134:20, 134:22, 134:23, 135:3,	135:10, 135:12, 135:13, 136:1, 136:2, 136:8, 136:17, 137:13, 138:16, 138:25, 139:25, 140:11, 140:13, 141:12, 141:15, 141:19, 141:23, 141:25, 142:2, 142:12, 143:16, 143:19, 144:5, 145:8, 145:23, 145:24, 146:8, 146:18, 146:20, 146:21, 146:23, 146:25, 147:13, 148:18, 148:25, 150:14, 151:11, 153:2, 153:7, 153:8, 160:7, 173:8, 178:14, 179:17, 179:18, 181:18, 192:8, 192:14, 199:14, 201:12, 201:17, 202:13, 204:4, 204:15, 205:3, 205:17, 207:14, 210:22, 214:14, 215:10, 215:13, 215:24, 216:4, 217:15, 219:8, 220:16 report's ^[1] - 110:15 reported ^[2] - 43:13, 46:15 reporter ^[1] - 3:22 REPORTER ^[1] - 99:24 reporting ^[11] - 74:8, 74:12, 119:19, 120:20, 120:22, 122:19, 156:12, 199:24, 208:6, 208:12, 208:19 REPORTING ^[1] - 1:24 reports ^[5] - 60:9, 142:8, 215:2, 234:18, 235:1 represent ^[4] - 16:10, 94:23, 135:5, 148:6 representation ^[2] - 89:25, 251:25 representative ^[2] - 67:20, 73:10 representatives ^[5] - 69:5, 71:24, 132:12, 135:1, 135:8 represented ^[7] - 26:2, 88:10, 88:17, 89:23, 226:6, 239:23, 251:13 request ^[2] - 193:17, 235:1 requested ^[4] -	141:11, 141:15, 141:19, 146:2 require ^[3] - 30:1, 140:17, 167:7 required ^[14] - 5:9, 93:19, 108:19, 118:21, 123:21, 168:18, 170:25, 175:15, 178:16, 178:25, 191:16, 191:19, 191:23, 192:17 requirements ^[10] - 74:8, 74:12, 75:16, 76:10, 76:16, 120:21, 133:16, 136:16, 136:23, 157:9 requires ^[8] - 74:2, 118:14, 126:3, 140:20, 149:4, 169:2, 178:24, 214:13 research ^[1] - 82:3 resend ^[1] - 190:13 reserved ^[1] - 167:14 reserves ^[2] - 234:7, 238:3 residential ^[2] - 15:15, 134:17 residentially ^[1] - 125:13 resolve ^[1] - 25:1 respect ^[18] - 6:5, 9:24, 21:12, 42:3, 42:14, 51:4, 62:12, 104:23, 106:11, 107:14, 108:6, 186:17, 205:23, 222:11, 241:23, 242:14, 248:2, 248:15 respective ^[2] - 225:8, 240:14 respond ^[6] - 143:18, 159:25, 207:21, 223:17, 236:11 responded ^[5] - 149:15, 185:25, 188:17, 188:18, 189:15 Respondents... ^[1] - 12:13 responding ^[1] - 158:21 responds ^[2] - 166:10, 180:5 response ^[12] - 171:22, 177:7, 179:8, 188:14, 188:20, 188:22, 189:17, 196:3, 198:24, 201:13, 229:1, 234:5 responses ^[1] -
---	--	---	--	--

236:14 responsibilities [4] - 76:12, 170:18, 200:22, 206:24 responsibility [5] - 23:12, 170:12, 173:3, 173:7, 236:24 responsible [5] - 54:13, 54:14, 55:2, 65:11, 66:19 rest [2] - 14:24, 81:20 restate [1] - 187:4 Restaurant [1] - 52:14 restricted [17] - 112:17, 119:15, 120:3, 120:19, 120:25, 121:1, 121:2, 121:9, 122:15, 122:20, 123:6, 124:2, 131:5, 131:6, 134:23, 136:16, 143:19 restrictions [1] - 62:22 restrictive [1] - 119:17 result [5] - 108:1, 175:12, 192:8, 199:20, 216:17 resulting [1] - 143:2 results [4] - 137:19, 191:4, 200:6, 200:7 Retail [2] - 81:13, 83:1 retail [19] - 31:19, 31:22, 44:9, 44:15, 44:18, 44:22, 45:6, 51:8, 55:4, 81:11, 81:17, 85:16, 92:1, 94:12, 94:15, 94:19, 95:4, 105:16, 109:24 retained [2] - 103:15, 103:18 returned [1] - 228:8 reverse [1] - 237:13 Review [3] - 73:12, 118:10, 118:11 review [74] - 12:6, 34:17, 37:1, 73:12, 73:16, 77:10, 85:17, 85:24, 117:12, 117:23, 118:3, 118:7, 118:10, 118:21, 119:1, 127:5, 127:8, 127:10, 127:12, 127:13, 127:18, 127:19, 127:24, 128:1, 129:19, 130:18, 131:1, 135:17, 138:16, 141:3, 145:17, 145:19, 152:3, 159:17, 160:12, 160:25, 161:6, 162:5, 170:18, 177:24, 188:3, 188:7, 188:13,	188:19, 188:20, 189:14, 189:17, 191:5, 192:4, 200:2, 201:7, 204:25, 205:2, 207:13, 208:18, 210:12, 210:14, 210:15, 210:22, 211:1, 211:10, 211:21, 213:7, 214:1, 218:8, 219:19, 219:21, 220:3, 223:5, 226:17, 227:11, 232:24, 239:5 reviewed [32] - 12:11, 18:25, 19:1, 22:15, 28:8, 30:11, 30:19, 32:17, 32:19, 35:23, 63:2, 72:22, 78:15, 96:25, 128:8, 162:19, 192:6, 199:11, 210:13, 210:25, 211:19, 212:15, 218:7, 218:14, 219:12, 219:24, 222:4, 224:6, 226:14, 226:19, 227:2, 227:23 reviewer [2] - 124:25, 141:2 reviewers [1] - 160:5 reviewing [13] - 11:23, 12:5, 13:12, 34:9, 60:8, 63:18, 82:1, 148:25, 160:12, 160:24, 167:6, 217:24, 219:10 reviews [5] - 158:24, 160:6, 160:15, 230:5, 239:4 revisit [2] - 7:17, 156:14 revocation [4] - 235:2, 235:8, 235:10, 237:18 revoke [5] - 174:11, 237:5, 237:24, 238:25, 239:2 revoked [1] - 4:8 Richard [2] - 3:11, 184:2 rights [3] - 24:18, 155:8, 155:12 Rights [1] - 166:4 rise [1] - 216:10 risk [1] - 121:6 road [1] - 105:13 role [2] - 9:12, 193:4 Roman [3] - 137:16, 138:20, 139:2 room [4] - 122:9, 127:20, 239:12, 252:2 Room [1] - 241:9	rotating [1] - 159:7 rough [1] - 15:13 roughly [6] - 41:3, 63:2, 220:16, 222:15, 246:5, 247:7 Roughly [1] - 38:13 Route [29] - 37:7, 37:10, 37:16, 37:17, 41:2, 41:3, 41:4, 41:22, 42:7, 42:21, 42:24, 43:2, 45:25, 46:2, 46:5, 46:6, 51:9, 52:11, 53:20, 53:23, 56:13, 57:7, 58:25, 80:12, 80:19, 105:12, 105:19, 105:20 routinely [2] - 194:21, 197:7 RR [1] - 8:5 Rule [11] - 74:9, 74:13, 136:13, 137:10, 137:20, 138:18, 138:23, 139:3, 139:15, 140:3, 142:8 rule [5] - 47:1, 58:19, 138:3, 138:20, 242:8 Rules [1] - 140:16 rules [3] - 111:21, 133:8, 187:15 rulings [1] - 64:10	38:10, 38:12, 38:13, 39:18, 40:17, 41:1, 41:16, 42:3, 43:6, 43:11, 44:12, 46:18, 48:10, 51:4, 52:17, 52:24, 54:9, 54:12, 54:21, 55:18, 57:10, 58:5, 58:17, 59:12, 60:13, 60:23, 60:24, 62:22, 64:5, 65:7, 65:10, 66:5, 66:24, 67:3, 67:20, 67:21, 69:4, 69:17, 69:19, 69:24, 70:9, 70:12, 70:21, 71:24, 71:25, 72:3, 72:5, 72:13, 73:10, 77:16, 80:18, 80:19, 80:20, 81:4, 81:6, 87:24, 88:2, 89:13, 89:21, 91:20, 91:21, 91:24, 91:25, 93:14, 93:17, 94:1, 94:20, 94:23, 95:4, 97:3, 97:10, 97:24, 98:8, 98:12, 98:21, 99:3, 103:15, 103:24, 104:10, 109:4, 109:24, 110:21, 111:6, 115:22, 118:24, 121:11, 124:20, 127:3, 128:5, 128:13, 131:11, 131:17, 131:22, 131:23, 132:9, 132:18, 132:19, 134:11, 135:2, 135:5, 135:7, 135:9, 136:7, 142:14, 143:5, 144:7, 144:23, 144:24, 151:15, 153:18, 155:7, 155:14, 155:20, 156:9, 156:18, 157:10, 158:19, 158:20, 159:6, 159:10, 159:14, 159:23, 164:13, 167:1, 167:10, 167:22, 168:19, 169:23, 170:1, 172:10, 172:17, 172:21, 173:6, 173:9, 174:9, 174:11, 174:12, 174:15, 174:16, 175:3, 175:9, 175:13, 175:14, 175:20, 176:4, 176:20, 178:2, 178:6, 178:8, 184:11, 184:12, 185:14, 185:15, 186:6, 186:15, 186:17, 187:15, 189:16, 190:9,	190:13, 190:25, 191:17, 191:24, 192:2, 192:9, 192:11, 192:13, 195:1, 198:3, 198:6, 198:23, 199:11, 199:18, 200:21, 200:24, 201:5, 201:6, 205:17, 205:19, 205:24, 212:23, 213:7, 217:12, 221:21, 221:23, 222:14, 222:17, 223:6, 223:9, 225:21, 228:6, 228:23, 229:2, 230:6, 230:21, 230:23, 230:25, 233:22, 233:24, 234:6, 234:8, 234:10, 234:11, 234:12, 234:16, 234:18, 234:22, 234:25, 235:8, 235:16, 237:5, 237:6, 237:8, 237:17, 238:2, 238:4, 239:1, 239:14, 239:19, 239:23, 243:19, 245:12, 247:21, 247:23, 249:4, 250:23, 251:9 SCHOOL [1] - 1:1 School [66] - 1:2, 1:5, 1:18, 1:21, 2:22, 3:14, 3:15, 3:16, 4:7, 4:9, 12:16, 12:19, 12:23, 18:19, 19:7, 19:8, 19:18, 28:5, 28:6, 30:16, 30:17, 35:17, 63:8, 63:13, 64:13, 64:16, 76:9, 97:24, 111:2, 111:22, 112:2, 121:22, 122:7, 122:16, 122:22, 129:21, 130:3, 131:2, 131:4, 131:16, 132:3, 132:13, 148:1, 151:8, 151:14, 152:7, 171:17, 171:21, 173:10, 173:23, 175:8, 175:14, 175:18, 176:6, 180:10, 181:4, 182:14, 187:7, 199:23, 200:21, 204:8, 205:18, 222:11, 222:13, 226:6, 233:2 school's [8] - 33:9, 162:16, 186:11, 187:8, 187:17,
---	---	---	--	--

<p>234:1, 237:6, 237:10</p> <p>School's [3] - 18:18, 176:10, 177:4</p> <p>Schools [1] - 89:11</p> <p>schools [17] - 61:5, 72:4, 72:6, 77:15, 89:6, 89:9, 89:10, 94:6, 97:14, 159:6, 159:11, 159:12, 159:15, 186:8, 198:23, 221:22, 245:7</p> <p>Schurdak [38] - 2:3, 2:4, 2:5, 2:8, 2:9, 2:10, 2:11, 2:12, 2:14, 2:15, 3:18, 3:19, 4:21, 6:16, 19:8, 28:6, 30:17, 35:16, 35:17, 67:20, 73:9, 103:4, 110:12, 113:18, 130:2, 130:3, 131:21, 132:2, 137:7, 156:16, 157:12, 181:12, 184:19, 193:3, 233:20, 237:22, 239:9, 239:20</p> <p>SCHURDAK [157] - 1:14, 4:21, 5:21, 6:17, 7:20, 7:25, 10:18, 14:2, 15:7, 15:9, 16:25, 17:2, 17:25, 25:13, 33:7, 35:6, 35:9, 35:12, 37:4, 63:6, 63:14, 63:21, 63:25, 64:4, 64:7, 67:22, 68:12, 74:18, 75:8, 75:13, 77:18, 77:22, 77:24, 80:24, 81:2, 83:7, 83:13, 87:5, 90:2, 90:5, 91:4, 96:6, 96:13, 99:9, 99:19, 99:22, 100:1, 100:5, 100:15, 100:19, 100:22, 101:8, 102:16, 107:10, 110:23, 111:16, 113:9, 113:13, 113:20, 113:25, 116:15, 117:19, 117:21, 129:24, 130:4, 130:6, 130:9, 136:4, 137:25, 138:5, 138:7, 138:11, 145:4, 145:7, 146:14, 146:16, 148:22, 150:25, 151:5, 151:12, 151:15, 151:18, 151:22, 152:12, 152:14, 152:16, 152:18, 152:20, 152:23,</p>	<p>153:10, 154:23, 156:17, 157:13, 157:17, 163:13, 164:4, 164:7, 164:9, 165:12, 169:6, 173:25, 174:8, 175:21, 175:24, 179:4, 180:13, 180:19, 181:17, 181:24, 182:3, 182:6, 186:13, 195:10, 195:14, 197:18, 197:22, 200:12, 202:3, 202:5, 206:17, 208:24, 217:9, 220:14, 223:17, 224:15, 225:24, 228:2, 228:17, 229:7, 229:10, 229:14, 230:11, 231:4, 231:15, 231:21, 231:25, 232:2, 232:6, 232:8, 232:12, 233:3, 236:11, 236:13, 238:10, 240:1, 241:3, 242:4, 242:11, 243:1, 245:21, 246:20, 248:23, 249:23, 250:25, 251:5, 251:16, 251:19</p> <p>Schurdak.. [1] - 202:2</p> <p>scope [34] - 36:23, 36:24, 83:8, 100:14, 103:2, 118:24, 119:2, 119:11, 119:13, 127:13, 127:17, 127:18, 127:24, 128:1, 128:19, 129:1, 134:2, 143:25, 149:1, 163:4, 165:13, 166:3, 167:20, 168:3, 169:7, 169:9, 171:2, 171:8, 179:5, 207:19, 212:9, 217:13, 217:17, 224:18</p> <p>Scotrun [1] - 41:5</p> <p>scream [1] - 238:19</p> <p>SD [4] - 12:19, 68:5, 88:4, 232:23</p> <p>SD#1 [1] - 3:13</p> <p>SD#2 [1] - 3:14</p> <p>SD#3 [1] - 3:16</p> <p>SD#4 [1] - 3:17</p> <p>SD#5 [1] - 3:18</p> <p>SD#6 [1] - 3:19</p> <p>SD-1 [6] - 19:4, 19:10, 27:20, 68:11, 88:24, 89:15</p> <p>SD-2 [3] - 28:2, 100:8,</p>	<p>101:13</p> <p>SD-3 [3] - 30:14, 35:7, 35:11</p> <p>SD-4 [3] - 35:8, 35:9, 35:19</p> <p>SD-5 [4] - 129:25, 130:6, 152:12, 152:17</p> <p>SD-6 [2] - 242:1, 242:4</p> <p>Second [5] - 3:14, 28:3, 156:8, 210:1, 239:16</p> <p>second [33] - 9:18, 10:2, 27:25, 28:24, 28:25, 41:20, 41:21, 56:8, 56:12, 60:1, 64:19, 68:6, 68:9, 73:17, 73:18, 74:21, 90:14, 100:7, 101:11, 113:11, 136:12, 140:12, 142:15, 153:7, 180:1, 191:1, 191:18, 211:1, 219:13, 219:25, 221:16, 223:19</p> <p>secondary [1] - 105:13</p> <p>secretary [1] - 7:4</p> <p>section [7] - 13:2, 75:12, 140:2, 141:19, 186:5, 186:7, 218:20</p> <p>Section [6] - 4:9, 166:11, 186:8, 187:9, 187:10, 187:16</p> <p>see [34] - 14:18, 25:25, 31:6, 60:3, 60:11, 90:7, 103:4, 124:24, 126:9, 132:22, 137:10, 137:22, 138:19, 146:21, 161:12, 163:12, 165:2, 171:12, 187:23, 188:7, 206:9, 207:14, 208:15, 212:15, 214:10, 220:10, 221:18, 223:6, 226:11, 227:18, 228:6, 230:20, 249:1, 249:13</p> <p>seeing [2] - 23:16, 233:15</p> <p>seeks [2] - 235:1, 235:3</p> <p>seem [4] - 198:16, 208:8, 217:24, 220:17</p> <p>segment [1] - 61:11</p> <p>self [10] - 120:4, 120:5, 120:7, 120:16, 159:25, 160:2, 192:7,</p>	<p>205:13, 217:24</p> <p>self-assessment [2] - 159:25, 160:2</p> <p>self-contained [4] - 120:4, 120:5, 120:7, 120:16</p> <p>self-corrected [1] - 192:7</p> <p>self-explanatory [1] - 217:24</p> <p>self-identified [1] - 205:13</p> <p>sellers [1] - 16:10</p> <p>selling [2] - 9:17, 9:22</p> <p>send [5] - 150:13, 166:3, 190:17, 196:11, 197:7</p> <p>sending [2] - 6:20, 188:18</p> <p>sense [3] - 72:9, 124:17, 161:19</p> <p>sent [13] - 162:20, 171:24, 172:2, 175:14, 179:13, 180:24, 181:21, 188:14, 190:16, 190:25, 194:3, 198:25, 244:4</p> <p>sentence [3] - 142:11, 149:24, 245:15</p> <p>separate [3] - 162:10, 205:2, 215:21</p> <p>September [12] - 1:7, 4:2, 16:20, 35:24, 61:18, 107:19, 107:25, 108:10, 123:18, 189:20, 211:6, 236:17</p> <p>sequentially [1] - 229:24</p> <p>series [3] - 171:19, 181:21, 191:16</p> <p>servant [1] - 240:22</p> <p>serve [2] - 8:24, 251:11</p> <p>served [1] - 251:9</p> <p>serves [1] - 194:16</p> <p>service [6] - 29:3, 29:25, 30:1, 101:18, 102:2, 167:13</p> <p>services [13] - 32:25, 131:13, 155:21, 162:24, 166:21, 167:8, 186:12, 191:20, 200:24, 214:9, 215:3, 227:3, 228:9</p> <p>Services [3] - 2:21, 152:9, 204:8</p> <p>session [3] - 5:9, 7:14, 239:11</p> <p>sessions [1] - 230:7</p> <p>set [17] - 27:7, 29:17, 60:22, 61:5, 73:18, 74:8, 74:17, 119:4,</p>	<p>122:23, 126:12, 127:18, 140:14, 140:17, 140:18, 140:20, 140:25, 187:9</p> <p>sets [5] - 121:7, 127:25, 133:16, 219:13, 235:20</p> <p>Setting [1] - 60:22</p> <p>settled [1] - 150:21</p> <p>setup [1] - 27:12</p> <p>seven [3] - 10:7, 65:6, 219:6</p> <p>seventh [1] - 50:20</p> <p>several [13] - 4:11, 9:19, 36:8, 37:23, 37:24, 40:20, 51:11, 68:22, 70:2, 71:18, 103:12, 158:18, 202:21</p> <p>Several [1] - 15:14</p> <p>Severs [7] - 2:23, 2:25, 5:5, 182:16, 182:23, 190:12, 190:25</p> <p>shall [4] - 54:18, 55:1, 102:17, 233:25</p> <p>shape [2] - 66:12, 104:9</p> <p>share [1] - 53:12</p> <p>shared [7] - 22:10, 22:11, 26:5, 26:7, 40:8, 92:16, 92:18</p> <p>sharing [3] - 24:2, 40:10, 66:15</p> <p>Shawnee [21] - 3:13, 3:15, 3:16, 18:18, 19:6, 19:16, 28:4, 28:18, 30:15, 30:23, 121:21, 122:7, 122:16, 122:21, 123:4, 123:5, 126:20, 146:25, 147:14, 147:16, 148:1</p> <p>sheet [3] - 147:18, 147:19, 147:20</p> <p>Shopping [4] - 55:17, 56:13, 58:4, 59:1</p> <p>short [3] - 99:18, 159:5, 214:2</p> <p>show [7] - 13:1, 19:3, 137:24, 138:18, 190:21, 205:24, 237:15</p> <p>showed [1] - 140:1</p> <p>showing [5] - 14:16, 121:18, 137:25, 138:2, 167:2</p> <p>shut [1] - 111:3</p> <p>sic [4] - 153:24, 174:16, 233:17, 234:4</p> <p>sic [1] - 155:22</p> <p>sick [1] - 148:14</p>
--	---	---	--	--

<p>side [2] - 90:22, 154:21</p> <p>sides [2] - 76:7, 223:20</p> <p>sift [2] - 240:17, 240:25</p> <p>sign [1] - 234:10</p> <p>signature [3] - 19:15, 19:19, 19:21</p> <p>signed [3] - 6:3, 19:14, 216:12</p> <p>Signed [1] - 31:1</p> <p>signer [1] - 227:8</p> <p>significance [1] - 225:15</p> <p>significant [2] - 169:14, 169:16</p> <p>significantly [3] - 37:20, 40:23, 57:4</p> <p>signing [1] - 43:24</p> <p>silent [1] - 203:24</p> <p>SILFEE [3] - 2:14, 232:7, 232:10</p> <p>Silfee [5] - 232:6, 232:7, 232:8, 232:13, 241:6</p> <p>similar [3] - 9:19, 57:9, 189:16</p> <p>simple [4] - 86:17, 115:11, 124:3, 229:17</p> <p>simply [12] - 75:6, 124:10, 128:20, 129:20, 133:10, 154:6, 155:7, 156:1, 184:23, 188:4, 188:7, 237:23</p> <p>single [6] - 109:11, 121:1, 135:6, 143:20, 144:10, 201:1</p> <p>siphoning [1] - 25:7</p> <p>sit [3] - 73:3, 238:17, 250:6</p> <p>site [27] - 108:20, 159:19, 188:3, 188:6, 188:13, 188:20, 189:14, 189:17, 191:5, 192:16, 194:24, 199:11, 200:2, 201:7, 204:25, 205:2, 210:14, 210:15, 212:20, 213:11, 214:1, 214:3, 219:20, 226:16, 227:11, 242:23</p> <p>sitting [4] - 4:20, 4:22, 122:9, 240:23</p> <p>situation [5] - 9:19, 31:19, 76:19, 125:21, 169:23</p> <p>situations [1] - 22:23</p> <p>Six [2] - 68:1, 130:5</p>	<p>six [5] - 10:7, 68:4, 68:9, 159:7, 230:20</p> <p>size [18] - 38:17, 39:16, 39:17, 40:19, 40:23, 42:8, 45:23, 46:15, 51:11, 55:10, 60:19, 62:2, 66:9, 79:1, 80:7, 109:10, 109:13, 223:2</p> <p>size-wise [1] - 55:10</p> <p>sizes [1] - 129:9</p> <p>skip [1] - 189:5</p> <p>slash [3] - 45:13, 51:11, 249:4</p> <p>slightly [1] - 51:9</p> <p>small [6] - 43:23, 57:14, 60:17, 118:10, 118:17, 222:2</p> <p>Small [1] - 46:20</p> <p>smaller [16] - 38:21, 39:8, 42:7, 43:12, 46:20, 46:23, 56:3, 57:11, 57:25, 58:18, 59:12, 59:25, 61:9, 61:10, 109:14, 221:18</p> <p>smart [1] - 179:7</p> <p>smarter [2] - 179:2, 179:3</p> <p>Smith [1] - 154:8</p> <p>Smithfield [4] - 36:13, 41:13, 57:5, 57:6</p> <p>snapshot [1] - 123:15</p> <p>snow [3] - 54:13, 54:14, 54:20</p> <p>snowplowing [1] - 40:7</p> <p>so... [3] - 103:12, 169:1, 169:21</p> <p>so... [1] - 51:22</p> <p>sold [1] - 82:11</p> <p>sole [2] - 143:20, 143:21</p> <p>solely [2] - 65:11, 121:11</p> <p>solicitor [1] - 245:5</p> <p>Solicitor [1] - 1:12</p> <p>solving [4] - 123:11, 123:12, 123:13</p> <p>someone [10] - 14:11, 134:16, 148:12, 152:6, 162:20, 188:7, 193:8, 218:5, 235:14, 238:13</p> <p>someplace [1] - 98:21</p> <p>sometime [1] - 196:18</p> <p>sometimes [3] - 22:20, 44:21, 178:17</p> <p>somewhat [5] - 12:10, 67:5, 77:19, 119:13, 123:3</p> <p>somewhere [2] - 146:22, 153:5</p> <p>Somewhere [1] -</p>	<p>222:21</p> <p>soon [2] - 7:4, 28:22</p> <p>sophistication [1] - 240:16</p> <p>Sorry [5] - 25:16, 232:15, 233:6, 241:4, 247:19</p> <p>sorry [28] - 43:17, 50:3, 56:9, 79:14, 108:21, 108:23, 114:9, 117:3, 147:20, 152:24, 157:22, 157:23, 164:4, 166:14, 168:12, 175:6, 180:17, 181:17, 197:15, 197:18, 205:7, 207:5, 209:21, 222:21, 229:22, 246:25, 247:22, 248:24</p> <p>sort [6] - 77:23, 97:3, 115:24, 162:10, 202:8, 216:4</p> <p>SOTACK [2] - 2:11, 157:15</p> <p>Sotack [28] - 2:24, 3:2, 3:3, 3:4, 3:5, 3:6, 3:11, 153:14, 154:23, 155:16, 157:13, 157:18, 164:12, 170:8, 171:15, 174:23, 181:15, 182:20, 182:25, 183:4, 183:6, 183:9, 183:12, 184:4, 185:4, 206:16, 223:13, 225:16</p> <p>Sotack's [1] - 170:11</p> <p>sounds [3] - 43:23, 179:16, 196:21</p> <p>south [1] - 56:23</p> <p>southwestern [1] - 116:4</p> <p>space [98] - 22:10, 22:11, 22:13, 26:5, 26:7, 26:11, 26:20, 26:24, 27:6, 27:11, 27:17, 38:25, 39:8, 40:24, 44:3, 44:6, 44:9, 44:15, 44:18, 44:19, 44:20, 44:21, 44:22, 45:2, 45:4, 45:6, 45:8, 45:9, 45:15, 45:16, 45:17, 45:18, 45:20, 45:21, 46:19, 46:23, 48:5, 48:6, 48:16, 48:19, 49:18, 49:19, 50:2, 50:4, 50:7, 50:10, 51:14, 52:1, 55:5, 56:3, 57:25, 58:15, 60:4, 60:12, 60:16, 60:19, 61:14, 61:25,</p>	<p>62:8, 62:10, 62:12, 62:19, 77:15, 81:15, 81:23, 82:22, 83:5, 84:9, 84:24, 85:16, 92:1, 92:16, 92:18, 94:11, 94:12, 94:15, 94:20, 98:25, 100:17, 100:20, 102:20, 104:9, 105:16, 106:1, 108:13, 108:14, 108:21, 109:22, 109:24, 128:13, 129:5, 143:4, 143:7</p> <p>spaces [1] - 61:23</p> <p>span [1] - 214:2</p> <p>speaking [3] - 43:2, 44:1, 222:25</p> <p>speaks [4] - 148:8, 148:12, 186:24, 208:23</p> <p>Special [7] - 157:25, 158:13, 161:5, 164:16, 164:18, 169:13, 204:8</p> <p>special [53] - 158:22, 159:3, 164:21, 164:23, 165:1, 165:9, 165:20, 166:10, 167:5, 168:17, 169:3, 169:24, 170:24, 171:1, 172:9, 172:24, 173:4, 173:22, 175:9, 175:15, 177:4, 186:7, 186:11, 186:17, 187:8, 187:15, 191:25, 192:2, 192:5, 194:23, 199:25, 200:24, 203:4, 203:23, 207:10, 209:5, 214:8, 218:15, 220:20, 221:14, 222:22, 223:15, 225:18, 226:4, 226:7, 226:14, 227:3, 228:7, 228:8, 230:15, 230:18, 230:19</p> <p>specially [1] - 221:15</p> <p>specific [27] - 13:8, 21:15, 29:3, 60:14, 60:20, 60:21, 75:10, 75:11, 93:22, 105:21, 118:14, 118:15, 118:20, 119:16, 177:20, 187:20, 191:19, 193:21, 194:25, 201:17, 202:14, 214:14, 214:16, 230:9, 230:17,</p>	<p>239:10</p> <p>Specifically [2] - 67:3, 121:20</p> <p>specifically [14] - 30:2, 49:18, 54:23, 61:4, 82:18, 84:9, 123:16, 201:23, 215:7, 217:17, 236:14, 239:18, 239:20</p> <p>specifics [1] - 234:13</p> <p>speculation [2] - 246:19, 246:20</p> <p>speech [3] - 166:21, 166:23, 167:2</p> <p>spelled [1] - 29:4</p> <p>spend [1] - 160:9</p> <p>spin [1] - 225:1</p> <p>spirit [1] - 157:9</p> <p>Spitzfaden [39] - 2:21, 16:18, 18:2, 35:24, 53:2, 73:16, 73:22, 79:7, 81:23, 82:12, 84:12, 87:10, 102:24, 104:14, 104:24, 112:17, 118:1, 124:13, 128:16, 133:23, 134:8, 134:21, 134:22, 134:23, 135:3, 135:13, 136:2, 136:8, 136:22, 138:16, 140:25, 141:25, 145:13, 145:24, 146:18, 147:9, 151:11, 152:9, 153:2</p> <p>SPITZFADEN [1] - 16:18</p> <p>Spitzfaden's [9] - 77:9, 82:2, 107:3, 108:9, 108:12, 110:11, 112:11, 135:10, 141:8</p> <p>split [1] - 23:23</p> <p>sports [1] - 72:7</p> <p>spring [1] - 176:17</p> <p>Springs [4] - 45:25, 46:10, 53:25, 105:7</p> <p>SPRY [1] - 1:13</p> <p>square [104] - 20:10, 23:25, 38:7, 38:10, 38:11, 38:14, 38:17, 38:25, 39:3, 39:7, 39:8, 39:25, 40:11, 40:14, 42:8, 42:10, 42:11, 42:13, 42:19, 43:10, 43:13, 43:14, 44:2, 44:9, 44:16, 45:19, 46:15, 46:22, 46:23, 47:3, 47:25, 48:15, 48:17, 49:22, 49:24, 49:25, 50:15, 52:2, 52:21, 53:7, 53:18, 53:19, 53:22,</p>
---	---	--	---	--

<p>53:24, 54:1, 54:3, 54:10, 54:11, 55:19, 55:20, 55:22, 56:1, 56:2, 56:4, 57:12, 57:13, 57:15, 57:16, 57:24, 58:11, 58:12, 58:16, 58:20, 58:21, 59:11, 59:14, 59:15, 59:18, 59:19, 59:22, 59:24, 60:5, 61:22, 62:5, 62:13, 65:6, 65:15, 66:10, 66:11, 72:17, 72:18, 73:4, 79:24, 81:10, 81:22, 83:4, 85:13, 92:14, 92:23, 93:2, 93:4, 98:12, 102:19, 103:23, 104:3, 104:5, 105:3, 105:7, 105:9, 110:4, 124:7, 129:8, 141:20</p> <p>Square [9] - 18:16, 18:21, 18:24, 55:17, 57:9, 58:4, 59:10, 98:4, 121:22</p> <p>stability [1] - 89:3</p> <p>stables [1] - 26:25</p> <p>staff [2] - 247:12, 247:13</p> <p>stage [1] - 34:20</p> <p>stand [5] - 113:21, 153:14, 231:17, 232:8, 252:1</p> <p>standard [8] - 62:17, 120:6, 120:15, 124:10, 133:8, 138:2, 138:3, 213:15</p> <p>Standard [17] - 74:8, 74:9, 74:13, 118:12, 119:18, 119:20, 119:21, 119:22, 136:13, 137:10, 137:20, 138:18, 138:23, 139:3, 140:2, 140:16, 142:8</p> <p>Standards [4] - 115:6, 118:3, 118:13, 139:15</p> <p>standards [6] - 75:1, 76:22, 119:17, 130:19, 133:7, 146:9</p> <p>standpoint [1] - 92:11</p> <p>start [5] - 32:21, 99:22, 171:7, 202:6, 209:7</p> <p>started [3] - 9:1, 53:17, 191:23</p> <p>starting [1] - 172:16</p> <p>State [1] - 115:12</p> <p>state [12] - 61:2, 61:4, 116:4, 137:17, 137:18, 159:6, 159:8, 165:20, 172:20, 173:4, 173:9, 186:5</p>	<p>statement [5] - 17:23, 77:20, 132:23, 133:11, 218:10</p> <p>statements [1] - 134:1</p> <p>states [4] - 103:25, 115:8, 190:5, 237:25</p> <p>stating [1] - 229:3</p> <p>station [5] - 51:2, 129:14, 129:15, 129:16, 129:17</p> <p>Station [3] - 56:13, 59:1, 59:21</p> <p>statistics [2] - 214:6, 214:18</p> <p>status [1] - 174:11</p> <p>statute [5] - 13:5, 63:13, 63:16, 75:5, 203:2</p> <p>stay [7] - 56:16, 94:17, 108:4, 108:7, 117:5, 206:21, 223:1</p> <p>stayed [1] - 56:19</p> <p>stenographer [1] - 34:13</p> <p>stenographic [1] - 5:10</p> <p>steps [2] - 161:9, 227:5</p> <p>STERN [2] - 1:11, 4:15</p> <p>Stern [1] - 4:15</p> <p>stick [1] - 224:5</p> <p>still [6] - 18:21, 49:17, 52:25, 100:8, 150:8, 209:21</p> <p>stipulation [3] - 6:3, 6:4, 153:13</p> <p>stop [4] - 121:14, 125:2, 164:20, 240:1</p> <p>store [1] - 31:22</p> <p>straighten [1] - 195:15</p> <p>straightforward [1] - 101:4</p> <p>street [2] - 59:1, 105:18</p> <p>Street [16] - 1:14, 1:17, 1:20, 8:5, 50:20, 51:1, 54:2, 79:10, 79:25, 80:4, 105:9, 105:13, 105:19, 114:5, 117:10, 158:10</p> <p>Strike [1] - 85:19</p> <p>strike [11] - 60:9, 69:17, 72:11, 85:19, 89:5, 98:17, 106:16, 109:20, 128:7, 220:18, 247:6</p> <p>string [1] - 157:2</p> <p>strip [1] - 43:23</p> <p>Stroud [1] - 10:7</p> <p>Stroudsburg [22] - 1:18, 5:2, 8:5, 8:14, 37:20, 38:2, 46:9, 46:11, 57:2, 57:3, 79:11, 79:22, 98:16,</p>	<p>105:4, 105:14, 105:20, 106:9, 106:10, 117:11, 241:9</p> <p>STROUDSBURG [1] - 1:25</p> <p>structure [3] - 70:19, 109:13, 112:10</p> <p>structured [7] - 23:21, 24:1, 26:3, 92:13, 93:1, 173:1, 173:2</p> <p>structures [2] - 97:2, 112:13</p> <p>Student [2] - 216:2, 218:13</p> <p>student [33] - 154:12, 155:20, 156:24, 160:12, 166:23, 167:8, 168:9, 168:13, 170:14, 187:21, 190:2, 190:6, 193:17, 193:22, 198:2, 198:4, 198:7, 198:10, 203:3, 203:6, 204:17, 210:6, 210:7, 215:2, 215:22, 215:23, 218:7, 218:15, 218:16, 221:7, 221:18</p> <p>student's [6] - 154:8, 168:14, 193:25, 218:8, 218:11, 218:14</p> <p>students [63] - 6:6, 153:21, 153:24, 154:2, 154:7, 154:13, 155:3, 155:6, 155:8, 155:18, 156:12, 156:21, 160:15, 160:16, 176:5, 188:25, 191:19, 195:7, 195:17, 195:23, 203:17, 203:20, 203:23, 207:7, 207:8, 207:10, 208:20, 209:4, 209:8, 209:17, 210:3, 211:18, 212:8, 213:2, 213:8, 214:10, 218:3, 218:6, 218:18, 218:25, 219:2, 219:6, 219:14, 219:18, 219:20, 220:16, 220:19, 221:10, 221:11, 221:13, 221:20, 222:15, 222:22, 223:4, 226:6, 226:9, 226:13, 228:5, 228:7, 234:19,</p>	<p>234:20</p> <p>Students [1] - 219:13</p> <p>students' [4] - 157:1, 177:19, 211:12, 234:20</p> <p>Studies [1] - 115:11</p> <p>stuff [4] - 25:7, 35:1, 170:22, 240:8</p> <p>style [1] - 122:19</p> <p>styles [2] - 119:19, 120:22</p> <p>subject [16] - 35:25, 36:15, 38:9, 40:16, 62:16, 101:21, 108:5, 118:12, 119:3, 127:11, 127:14, 127:16, 128:13, 141:21, 143:25, 181:9</p> <p>submarket [3] - 42:6, 43:8, 56:16</p> <p>submarkets [2] - 37:23, 37:24</p> <p>Submarkets [1] - 38:3</p> <p>submitted [1] - 213:24</p> <p>subparagraph [1] - 138:19</p> <p>subpoena [3] - 173:17, 251:7, 251:9</p> <p>substance [1] - 193:8</p> <p>substantive [4] - 160:25, 161:14, 166:18, 193:6</p> <p>subtract [1] - 1</p>
--	--	---	--

<p>taught ^[1] - 230:15</p> <p>tax ^[4] - 22:21, 29:18, 119:7, 124:4</p> <p>taxes ^[7] - 21:5, 48:22, 57:16, 58:14, 59:15, 65:12, 66:19</p> <p>taxpayer ^[1] - 214:15</p> <p>teach ^[1] - 230:18</p> <p>teacher ^[6] - 164:23, 165:8, 191:21, 221:9, 221:12, 230:15</p> <p>teachers ^[5] - 168:16, 168:17, 191:25, 221:12</p> <p>teaching ^[1] - 165:16</p> <p>team ^[15] - 159:24, 160:4, 160:11, 160:21, 160:23, 167:11, 167:14, 167:15, 168:3, 168:5, 168:18, 168:20, 168:23, 169:19, 227:19</p> <p>teams ^[2] - 169:20, 221:4</p> <p>technically ^[2] - 119:24, 136:3</p> <p>techniques ^[2] - 130:22, 130:24</p> <p>technology ^[1] - 67:13</p> <p>telephone ^[1] - 249:7</p> <p>tempers ^[1] - 238:19</p> <p>Ten ^[1] - 160:22</p> <p>ten ^[1] - 113:17</p> <p>tenant ^[52] - 19:22, 21:8, 22:20, 23:25, 24:1, 24:4, 24:7, 25:23, 30:5, 31:21, 42:11, 44:2, 45:5, 47:6, 47:14, 47:24, 48:23, 48:24, 53:10, 53:12, 54:14, 54:24, 59:14, 59:23, 60:17, 60:23, 61:1, 62:9, 62:14, 66:19, 81:2, 88:2, 88:9, 88:17, 89:3, 89:17, 90:1, 90:16, 93:18, 93:19, 101:17, 102:1, 102:8, 102:9, 102:17, 102:20, 102:21, 104:20, 106:13, 106:19, 110:6, 110:10</p> <p>Tenant ^[3] - 29:16, 54:18, 55:1</p> <p>tenant's ^[2] - 23:12, 92:11</p> <p>tenant/landlord ^[1] - 62:17</p> <p>tenants ^[7] - 16:10, 26:2, 40:9, 109:14, 112:20, 112:24, 129:9</p>	<p>tend ^[3] - 117:5, 118:9, 129:2</p> <p>tends ^[1] - 117:1</p> <p>tenure ^[1] - 63:2</p> <p>term ^[9] - 20:5, 31:22, 45:4, 47:12, 48:12, 102:3, 145:9, 174:23, 188:3</p> <p>terms ^[32] - 29:3, 29:4, 29:25, 38:10, 39:16, 44:8, 45:19, 49:12, 50:23, 51:3, 53:9, 54:18, 55:23, 90:17, 90:18, 93:13, 93:22, 94:7, 103:23, 115:13, 115:23, 128:21, 130:19, 160:23, 163:3, 169:6, 186:16, 188:10, 206:18, 209:7, 223:4, 248:9</p> <p>testified ^[13] - 7:24, 33:23, 74:20, 78:21, 78:25, 80:15, 113:24, 115:25, 157:16, 214:20, 219:1, 232:11, 249:2</p> <p>testify ^[19] - 15:3, 16:24, 17:4, 17:7, 17:20, 22:5, 24:6, 34:25, 36:25, 75:2, 83:12, 101:5, 169:19, 170:21, 170:23, 172:4, 186:23, 209:2, 224:6</p> <p>testifying ^[1] - 70:17</p> <p>testimony ^[38] - 6:15, 18:24, 24:14, 33:16, 34:1, 34:21, 46:3, 49:15, 64:23, 65:17, 73:4, 77:8, 84:3, 91:14, 92:15, 96:18, 99:5, 113:14, 118:7, 127:21, 153:22, 154:5, 155:15, 157:4, 170:11, 178:12, 184:9, 202:1, 217:7, 218:23, 220:9, 225:9, 232:22, 240:22, 249:20, 250:13, 251:4, 251:6</p> <p>THE ^[29] - 18:10, 18:13, 63:24, 76:14, 76:20, 76:24, 77:2, 77:5, 90:13, 90:19, 99:11, 99:13, 99:24, 99:25, 100:3, 101:24, 102:1, 111:11, 138:6, 147:6, 170:16, 170:20, 180:16, 205:9, 205:11, 224:8, 227:4, 231:6, 249:5</p>	<p>themselves ^[3] - 4:13, 22:21, 224:1</p> <p>therapy ^[3] - 166:22, 166:23, 167:3</p> <p>thereby ^[1] - 119:15</p> <p>Therefore ^[2] - 144:3, 153:22</p> <p>therefore ^[6] - 5:14, 15:3, 34:10, 134:24, 199:1, 217:18</p> <p>They've ^[1] - 237:2</p> <p>they've ^[3] - 205:25, 214:8, 240:20</p> <p>thinking ^[4] - 88:7, 213:18, 213:20, 223:19</p> <p>thinks ^[2] - 14:15, 14:21</p> <p>Third ^[1] - 209:20</p> <p>third ^[8] - 42:21, 142:25, 154:3, 187:22, 191:15, 191:22, 193:20, 194:15</p> <p>thirdly ^[1] - 130:24</p> <p>Three ^[1] - 230:20</p> <p>three ^[13] - 20:12, 63:24, 63:25, 64:1, 117:9, 119:19, 120:2, 147:7, 159:20, 181:5, 204:4, 230:24, 230:25</p> <p>throughout ^[1] - 142:19</p> <p>thumb ^[2] - 47:1, 58:19</p> <p>tied ^[5] - 29:2, 31:9, 31:12, 32:8, 102:2</p> <p>Tilghman ^[1] - 114:5</p> <p>timelines ^[1] - 227:5</p> <p>tired ^[2] - 148:14, 247:6</p> <p>title ^[4] - 158:12, 158:14, 204:7, 241:11</p> <p>Tobyhanna ^[7] - 41:2, 42:22, 43:3, 49:2, 54:7, 121:22</p> <p>today ^[33] - 4:12, 4:25, 13:11, 17:23, 18:24, 27:8, 28:10, 30:11, 30:22, 32:11, 55:3, 70:17, 71:19, 71:20, 73:3, 77:9, 86:2, 117:23, 118:16, 118:19, 129:23, 174:10, 185:15, 231:24, 233:12, 236:20, 237:10, 237:17, 239:19, 239:25, 241:21, 251:4, 251:7</p> <p>today's ^[1] - 5:24</p> <p>together ^[5] - 45:14,</p>	<p>71:19, 85:18, 85:22, 227:10</p> <p>Tommassini ^[2] - 3:7, 183:16</p> <p>took ^[9] - 6:13, 84:25, 125:23, 184:9, 198:13, 202:12, 203:1, 219:20, 248:15</p> <p>tools ^[1] - 178:11</p> <p>top ^[6] - 43:16, 45:6, 209:22, 210:5, 212:1, 244:1</p> <p>total ^[1] - 62:18</p> <p>tougher ^[1] - 99:13</p> <p>tour ^[2] - 71:4, 71:10</p> <p>toured ^[3] - 71:9, 71:10, 72:11</p> <p>towns ^[1] - 105:17</p> <p>Township ^[3] - 10:8, 36:13, 41:13</p> <p>track ^[1] - 214:9</p> <p>traffic ^[1] - 51:8</p> <p>trail ^[2] - 227:13, 227:18</p> <p>training ^[11] - 159:21, 159:23, 164:16, 164:20, 194:22, 229:11, 229:18, 229:19, 229:23, 230:7, 230:9</p> <p>transaction ^[8] - 22:3, 22:5, 22:10, 22:16, 26:13, 30:8, 30:9, 87:14</p> <p>transactions ^[1] - 25:19</p> <p>Transcript ^[1] - 1:4</p> <p>transcript ^[1] - 253:10</p> <p>transferred ^[2] - 207:9, 228:5</p> <p>transmittal ^[3] - 126:5, 126:11, 140:22</p> <p>transpired ^[2] - 87:19, 235:18</p> <p>treated ^[1] - 234:19</p> <p>trees ^[1] - 220:11</p> <p>trial ^[1] - 115:24</p> <p>tried ^[4] - 56:19, 108:4, 108:7, 194:17</p> <p>triggered ^[1] - 194:10</p> <p>triple ^[9] - 20:21, 20:25, 21:4, 43:14, 43:25, 48:20, 50:2, 51:16, 53:11</p> <p>trouble ^[2] - 53:3, 55:9</p> <p>true ^[23] - 11:4, 11:17, 73:21, 74:15, 88:8, 89:1, 94:8, 94:11, 97:1, 97:8, 106:12, 112:24, 132:14, 132:16, 132:21, 133:15, 136:19, 137:13, 138:22, 139:10, 242:1,</p>	<p>245:1, 253:10</p> <p>truth ^[3] - 190:19, 249:18, 249:21</p> <p>truthful ^[1] - 249:14</p> <p>truthfulness ^[1] - 178:13</p> <p>try ^[17] - 7:12, 32:13, 75:3, 76:7, 90:8, 154:6, 156:5, 156:22, 156:24, 157:7, 171:12, 184:9, 200:14, 205:4, 215:16, 217:22, 232:17</p> <p>trying ^[16] - 17:19, 65:17, 110:24, 148:14, 153:20, 157:2, 163:13, 170:7, 176:16, 201:1, 208:10, 223:11, 223:12, 223:21, 225:21, 239:6</p> <p>Tuesday ^[2] - 1:7, 4:2</p> <p>twelve ^[2] - 117:4, 117:5</p> <p>Twenty ^[4] - 8:10, 9:4, 195:20, 195:21</p> <p>Twenty-five ^[2] - 8:10, 9:4</p> <p>twice ^[3] - 9:10, 52:20, 229:23</p> <p>two ^[41] - 5:19, 6:19, 40:21, 40:23, 60:15, 63:19, 89:16, 90:8, 107:15, 114:19, 120:22, 123:2, 128:23, 129:6, 130:20, 142:7, 143:23, 146:19, 147:3, 147:7, 150:19, 152:14, 161:3, 195:6, 201:23, 202:16, 205:6, 205:13, 213:9, 213:13, 214:10, 215:21, 219:13, 221:12, 228:18, 229:1, 230:14, 232:3, 233:3, 244:23, 250:12</p> <p>Two ^[3] - 148:2, 158:18, 230:7</p> <p>type ^[17] - 7:5, 23:17, 27:12, 32:10, 46:5, 60:16, 65:12, 67:8, 83:21, 101:20, 102:18, 114:23, 125:21, 163:19, 216:18, 227:13</p> <p>types ^[4] - 20:24, 62:21, 142:7, 227:13</p> <p>typical ^[4] - 23:17, 26:1, 149:2, 192:24</p>
--	---	--	--	--

<p>typically ^[9] - 31:18, 44:15, 44:23, 109:13, 148:24, 156:10, 168:8, 172:12, 227:12</p> <p>typographical ^[1] - 148:19</p>	<p>251:15</p> <p>undergo ^[1] - 164:20</p> <p>undergoing ^[1] - 159:22</p> <p>underlined ^[1] - 149:24</p> <p>underlying ^[2] - 95:24, 186:14</p> <p>Understood ^[2] - 64:9, 102:14</p> <p>understood ^[3] - 91:13, 217:25, 226:1</p> <p>unfair ^[1] - 94:9</p> <p>unfamiliar ^[1] - 94:7</p> <p>Uniform ^[3] - 74:9, 118:3, 118:13</p> <p>unique ^[7] - 26:24, 28:20, 45:15, 45:17, 98:18, 98:20, 98:24</p> <p>uniqueness ^[1] - 73:14</p> <p>Unit ^[6] - 42:21, 42:24, 43:23, 51:11, 173:7, 173:15</p> <p>unit ^[10] - 9:14, 23:23, 38:21, 39:16, 39:17, 40:19, 46:15, 50:17, 57:14, 59:21</p> <p>units ^[3] - 23:24, 43:25, 109:14</p> <p>University ^[1] - 115:12</p> <p>unlawful ^[1] - 13:24</p> <p>Unless ^[2] - 91:24, 251:25</p> <p>unless ^[4] - 13:25, 83:23, 249:12, 249:19</p> <p>unravel ^[1] - 208:10</p> <p>unredacted ^[2] - 153:25, 154:19</p> <p>unusual ^[30] - 20:2, 20:5, 20:16, 20:23, 21:23, 23:18, 23:19, 25:22, 25:25, 26:6, 26:19, 27:6, 27:21, 27:24, 29:22, 31:3, 31:4, 31:7, 91:18, 92:7, 92:13, 92:19, 92:20, 92:21, 92:25, 93:21, 94:8, 192:19, 225:17, 226:3</p> <p>unusually ^[1] - 220:18</p> <p>up ^[46] - 7:5, 27:7, 49:10, 60:22, 61:5, 67:13, 86:21, 89:2, 91:1, 91:7, 110:14, 110:17, 111:6, 116:15, 119:19, 129:5, 133:20, 144:4, 145:25, 148:8, 150:1, 157:2, 160:14, 168:5, 177:25, 184:10, 185:1, 186:20, 202:16, 204:19,</p>	<p>204:22, 211:7, 213:10, 217:22, 220:9, 223:18, 225:25, 228:4, 228:15, 229:7, 232:3, 236:10, 238:19, 242:22, 243:13</p> <p>updates ^[1] - 194:22</p> <p>Upper ^[6] - 98:12, 98:22, 111:5, 111:6, 111:14, 112:1</p> <p>user ^[17] - 109:11, 121:8, 121:12, 121:17, 122:21, 134:6, 134:11, 142:2, 142:13, 142:22, 143:20, 143:22, 144:9, 144:10, 146:18, 146:24, 147:13</p> <p>users ^[4] - 126:21, 129:6, 135:6, 146:19</p> <p>uses ^[3] - 45:10, 109:9, 128:18</p> <p>USPAP ^[22] - 74:17, 75:12, 75:17, 118:3, 119:17, 119:18, 119:25, 120:25, 124:4, 124:10, 126:2, 126:3, 130:19, 133:5, 133:16, 137:14, 137:24, 140:1, 140:16, 140:20, 146:9, 149:8</p> <p>USPAP's ^[1] - 133:17</p> <p>usual ^[2] - 20:19, 20:20</p> <p>usurp ^[1] - 220:9</p> <p>Utilities ^[1] - 23:10</p> <p>utilities ^[25] - 21:5, 21:6, 23:3, 23:4, 23:7, 23:11, 23:24, 25:20, 39:20, 39:22, 39:24, 40:8, 42:15, 42:17, 42:18, 48:21, 51:16, 53:10, 57:17, 58:14, 65:11, 65:15, 67:7, 92:5, 92:10</p> <p>utility ^[1] - 13:7</p> <p>utilization ^[2] - 97:9, 99:2</p> <p>utilized ^[1] - 235:2</p>	<p>15:2, 16:13, 24:8, 38:21, 56:24, 61:12, 61:18, 62:2, 62:21, 65:6, 65:20, 67:12, 69:4, 69:5, 69:18, 73:13, 95:14, 95:16, 95:24, 96:3, 118:6, 123:11, 123:24, 126:12, 126:14, 126:15, 126:22, 127:25, 249:11</p> <p>valued ^[1] - 94:11</p> <p>values ^[12] - 10:4, 10:20, 36:25, 40:22, 41:6, 41:11, 41:12, 51:5, 56:25, 95:3</p> <p>vanilla ^[1] - 45:3</p> <p>variety ^[1] - 115:19</p> <p>vary ^[3] - 98:17, 127:9, 127:13</p> <p>vast ^[3] - 164:21, 221:8, 221:12</p> <p>vehement ^[1] - 96:8</p> <p>verb ^[1] - 132:15</p> <p>verbiage ^[1] - 120:5</p> <p>verification ^[1] - 160:5</p> <p>verified ^[1] - 192:16</p> <p>verify ^[2] - 70:14, 244:10</p> <p>versed ^[2] - 34:15, 169:17</p> <p>version ^[1] - 140:1</p> <p>versus ^[5] - 47:9, 52:18, 66:15, 166:18, 193:5</p> <p>view ^[7] - 38:2, 65:19, 66:6, 66:25, 67:7, 144:9, 155:24</p> <p>violations ^[2] - 166:20, 192:20</p> <p>visit ^[2] - 159:8, 212:24</p> <p>visited ^[2] - 69:23, 71:1</p> <p>vocational ^[2] - 165:10, 165:17</p> <p>voice ^[1] - 238:13</p> <p>VOIR ^[4] - 7:25, 10:25, 113:25, 116:20</p> <p>Voir ^[2] - 2:3, 2:7</p> <p>volume ^[3] - 38:21, 247:25, 248:3</p> <p>voter ^[4] - 241:12, 241:15, 241:16, 243:13</p> <p>Voter ^[1] - 232:19</p> <p>voting ^[10] - 236:2, 236:15, 239:10, 241:18, 241:23, 242:15, 242:23, 243:20, 247:11, 247:16</p>	<p>W</p> <p>W-Y-N-O-T ^[1] - 251:8</p> <p>wait ^[1] - 80:10</p> <p>Wait ^[1] - 68:6</p> <p>waiting ^[1] - 160:21</p> <p>Wal ^[1] - 49:9</p> <p>Wal-Mart ^[1] - 49:9</p> <p>walls ^[1] - 45:5</p> <p>wants ^[2] - 148:12, 240:11</p> <p>warehouse ^[1] - 45:9</p> <p>warning ^[2] - 143:1, 143:8</p> <p>warranted ^[1] - 191:9</p> <p>warranty ^[2] - 121:6, 134:24</p> <p>waste ^[1] - 101:2</p> <p>Water ^[1] - 41:18</p> <p>ways ^[4] - 88:21, 117:2, 117:4, 142:24</p> <p>web ^[1] - 194:24</p> <p>website ^[1] - 84:10</p> <p>week ^[4] - 129:6, 166:22, 180:24, 213:13</p> <p>weeks ^[1] - 213:9</p> <p>weigh ^[1] - 34:18</p> <p>weight ^[5] - 34:3, 64:17, 152:4, 240:9, 240:10</p> <p>welcome ^[2] - 179:15, 205:12</p> <p>Welcome ^[1] - 116:6</p> <p>West ^[5] - 1:14, 8:5, 38:3, 111:11, 114:5</p> <p>west ^[4] - 41:7, 41:10, 41:16, 111:10</p> <p>whereas ^[1] - 222:1</p> <p>whichever ^[1] - 195:16</p> <p>white ^[1] - 94:3</p> <p>whiteout ^[1] - 230:1</p> <p>Whoever's ^[1] - 109:21</p> <p>whole ^[5] - 56:24, 110:13, 169:13, 205:2, 248:3</p> <p>willing ^[1] - 47:8</p> <p>window ^[1] - 213:13</p> <p>wiring ^[1] - 67:10</p> <p>wise ^[1] - 55:10</p> <p>withdrawn ^[1] - 176:1</p> <p>WITNESS ^[28] - 18:10, 18:13, 63:24, 76:14, 76:20, 76:24, 77:2, 77:5, 90:13, 90:19, 99:11, 99:13, 99:25, 100:3, 101:24, 102:1, 111:11, 138:6, 147:6, 170:16, 170:20, 180:16, 205:9, 205:11, 224:8, 227:4, 231:6, 249:5</p>
		<p>V</p> <p>vacant ^[1] - 51:13</p> <p>vague ^[1] - 123:3</p> <p>Valley ^[1] - 115:18</p> <p>Value ^[1] - 95:16</p> <p>value ^[37] - 11:10, 11:13, 11:19, 13:7, 13:15, 13:18, 14:8,</p>		

witness ^[56] - 6:15, 6:16, 7:19, 10:16, 10:19, 12:25, 14:4, 14:20, 33:23, 76:7, 90:9, 99:16, 101:4, 101:6, 110:16, 113:8, 113:11, 113:19, 116:13, 116:15, 143:17, 151:3, 151:9, 151:23, 152:22, 153:11, 155:16, 156:15, 157:11, 169:19, 171:6, 180:4, 180:18, 181:5, 184:10, 184:15, 206:16, 206:18, 218:2, 218:3, 223:11, 224:3, 224:5, 224:16, 225:2, 225:4, 226:1, 231:3, 231:10, 231:17, 233:4, 236:25, 237:11, 241:2, 242:10, 251:3 Witness ^[2] - 2:1, 92:8 witness' ^[1] - 179:5 witnessed ^[1] - 74:20 WITNESSES ^[1] - 2:1 witnesses ^[7] - 7:14, 17:21, 154:6, 157:5, 178:12, 236:19, 239:19 woman ^[2] - 198:21, 235:15 wonder ^[1] - 6:18 wonderful ^[1] - 152:1 word ^[8] - 90:24, 118:10, 120:7, 126:3, 144:3, 174:7, 175:1, 188:16 worded ^[1] - 175:21 wording ^[4] - 92:19, 92:21, 122:10, 123:1 words ^[4] - 123:2, 177:14, 191:8, 215:19 world ^[4] - 56:24, 115:17, 129:2, 132:24 worth ^[1] - 125:19 wrap ^[2] - 110:14, 110:17 wrestle ^[2] - 156:1, 156:5 write ^[4] - 119:25, 120:1, 199:22, 200:1 written ^[8] - 13:6, 69:7, 69:8, 90:17, 160:7, 191:18, 218:5, 234:1 wrote ^[3] - 126:7, 205:3, 210:22	X
	Xeroxes ^[1] - 230:3
	Y
	year ^[37] - 20:1, 20:4, 20:5, 20:8, 24:24, 46:24, 47:9, 47:17, 47:21, 48:1, 62:22, 66:24, 66:25, 68:17, 68:18, 84:20, 107:7, 107:8, 107:9, 107:10, 138:6, 159:20, 160:3, 160:9, 172:13, 172:15, 172:16, 191:23, 194:23, 203:1, 203:7, 205:19, 211:7, 214:9, 236:17 years ^[43] - 8:10, 9:2, 9:4, 9:18, 10:7, 15:13, 15:17, 27:2, 27:3, 29:23, 47:16, 48:8, 48:11, 48:12, 51:22, 52:20, 70:2, 71:18, 93:23, 103:12, 114:13, 116:23, 117:5, 117:9, 158:15, 159:8, 164:25, 165:3, 165:4, 167:5, 170:24, 172:14, 172:23, 176:14, 214:10, 214:11, 229:24, 229:25, 230:7, 230:16, 230:20, 230:24, 230:25 Years ^[1] - 61:15 yell ^[1] - 238:19 York ^[1] - 1:21 yourself ^[2] - 165:19, 236:18
	Z
	zealous ^[1] - 240:13 zoned ^[2] - 51:18, 125:13 zoning ^[4] - 125:14, 125:18, 125:19, 134:18
	S
	§457.2 ^[2] - 3:20, 12:22 §457.3 ^[1] - 13:24