

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

In the Matter of:)
)
727, Inc.)
t/a 727 Market)
)
Holder of a)
Retailer's Class B License)
)
at premises)
2820 Georgia Avenue, N.W.)
Washington, D.C. 20001)
_____)

License No. ABRA-078015
Order No. 2012-353

727, Inc., t/a 727 Market (Applicant)

Juan Lopez, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 1B

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Calvin Nophlin, Member
Mike Silverstein, Member

ORDER ON VOLUNTARY AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that 727, Inc., t/a 727 Market (Applicant), located at 2820 Georgia Avenue, N.W., Washington, D.C., and ANC 1B have entered into a Voluntary Agreement (Agreement), dated November 22, 2011, that governs the operation of the Applicant's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson Juan Lopez, on behalf of ANC 1B, are signatories to the Agreement.

Accordingly, it is this 12th day of September, 2012, **ORDERED** that:

1. The above-referenced Voluntary Agreements submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modifications:

Section 1 (Hours) – The following language shall be removed: “Any change in operating hours will constitute a substantial change to this license.”

Section 3 (Loitering) – The following sentence shall be modified to read as follows: “This log will be made available to the Board upon request.”

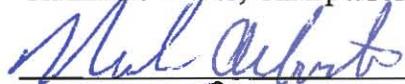
The parties have agreed to these modifications.

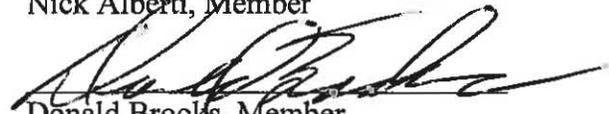
2. Copies of this Order shall be sent to the Applicant and ANC 1B.

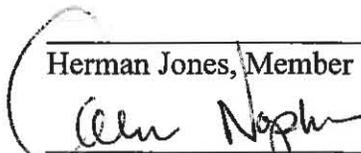
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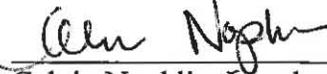
District of Columbia
Alcoholic Beverage Control Board

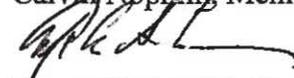

Ruthanne Miller, Chairperson


Nick Alberti, Member


Donald Brooks, Member


Herman Jones, Member


Calvin Nophlin, Member


Mike Silverstein, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), any Party adversely affected by this Order may file a Motion for Reconsideration within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14th Street, N.W., Suite 400S, Washington, D.C. 20009

VOLUNTARY AGREEMENT
CONCERNING CHANGES TO LICENSE

Made the 22 day of November, 2011 by and between 727 Market at 2820 Georgia Avenue NW (hereinafter "Applicant"), and ANC 1B (hereinafter "Protestants")

WHEREAS, Applicant filed with the District of Columbia Alcoholic Beverage Control (ABC) Board (hereinafter "the Board") a request for the issuance of a Retailer's License Class B premises for 2820 Georgia Avenue NW; and,

WHEREAS, the parties subsequently have negotiated in an effort to address potential issues and/or concerns with regard to the issuance of the license based upon other applications in the area; and.

WHEREAS, the parties desire to enter into a voluntary agreement, pursuant to DC Official Code Section 25-446 (2001 ed.), commemorating their agreements;

NOW, THEREFORE, the parties agree as follows:

1. **Hours:** Applicant's hours of operation will be Sunday – Saturday, 9:00 am – 9:00 pm. Applicant agrees that the establishment will be shut down and completely vacated, except for routine maintenance and clean-up, by closing time each night. Applicant agrees that there will be no after-hours activities in the establishment. Any change in operating hours will constitute a substantial change to this license.
2. **Trash Removal/Rodents:** Applicant will strictly adhere to required and/or voluntary recycling of bottles and cans. Applicant will police the immediate environs of its premises daily and make its best efforts to keep said area clean of trash and debris. Applicant shall deposit trash and garbage only in rodent-proof dumpsters and shall see that dumpster covers fit properly and remain fully closed except for such times when trash and garbage is being added or removed. Applicant will make every reasonable effort to eliminate accessible food sources for rodents.
3. **Loitering:** Applicant shall actively seek to prevent person(s) from congregating in and around its immediate premises by: (a) posting clearly visible "No Loitering" signs (lettering no less than five (5) inches) on the interior and exterior of its premises and by asking loiterers to leave; (b) contacting the Metropolitan Police Department (MPD) when necessary to ask for support in dispersing loiterers and maintaining order. Applicant shall maintain a log of its calls to MPD with the date, time, and nature of the call. This log will be made available to Protestant upon request.
4. **Maintenance/Graffiti:** Applicant shall maintain the property in a reasonable condition that does not detract from the adjacent residential community. Applicant shall clean windows on a regular basis. Applicant shall, at its own expense, expeditiously remove or paint over graffiti on its immediate premises.

5. **Incorporation:** The terms of this Voluntary Agreement in its entirety shall become effective upon ratification of this agreement by the District of Columbia Alcoholic Beverage Control Board. The parties request that the text of this Agreement be incorporated in an order of the Board granting Applicant's request for issuance of its Retailer's license Class B.

Applicant acknowledges that failure to adhere to the restrictions recited in paragraphs 1 through 5, inclusive, above, will constitute grounds for the designated representative protestants, whose signatures are affixed hereunto, to petition the Board for issuance of an Order to Show Cause, pursuant to DC Official Code Section 25-447 (2001 ed.), to ascertain Applicant's compliance with the terms of this Agreement and/or if necessary to obtain compliance with these terms. Prior to so petitioning, however, the Designated representative protestants shall notify Applicant of any perceived violations and afford Applicant a minimum of fourteen (14) calendar days in which to address or rectify the perceived violation.

In further consideration of, and reliance upon the forgoing commitments by Protestants, the Applicant hereby request that its Application for Issuance of its Class B Retailer's License be issued.

In WITNESS WHEREOF, the parties have affixed hereunto their hands and seals on the year and day first above written.

PROTESTANTS,

THROUGH THEIR DESIGNATED REPRESENTATIVE PROTESTANTS:

By:  _____
ANC 1B Chairman

APPLICANT

By:  _____

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

In the Matter of:)	
)	
Harvard Deli, Inc.)	
t/a Harvard Deli)	
)	
Application to Renew a)	License No. 74065
Retailer's Class B License –)	Case No. 5517-06/049P
at premises)	Order No. 2008-038
2820 Georgia Avenue, N.W.)	
Washington, D.C.)	
)	

Harvard Deli, Inc., t/a Harvard Deli, Applicant

Deairich R. Hunter, Chairperson, Advisory Neighborhood Commission 1B, Protestant

BEFORE: Peter B. Feather, Chairperson
Judy A. Moy, Member
Albert G. Lauber, Member
Mital M. Gandhi, Member

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST

The Application to renew a Retailer's Class B license, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call hearing on February 22, 2006, in accordance with D.C. Official Code § 25-601 (2001). Deairich R. Hunter, Chairperson, Advisory Neighborhood Commission (ANC) 1B, filed timely opposition by letter.

The official records of the Board reflect that the Parties have reached an agreement which has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the Agreement, dated July 25, 2006, the Protestant has agreed to withdraw the protest, provided, however, the Board's approval of the pending Application is conditioned upon the licensee's continuing compliance with the terms of the Agreement.

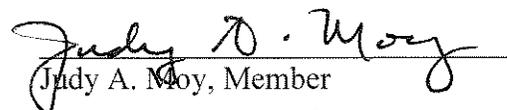
Harvard Deli, Inc.
t/a Harvard Deli
License No. 74065
Case No. 5517-06/049P
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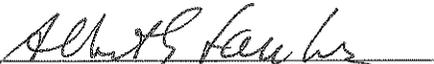
Accordingly, it is this 16th day of January 2008, **ORDERED** that:

1. The protest of ANC 1B is **WITHDRAWN**;
2. The Application of Harvard Deli, Inc., t/a Harvard Deli, 2820 Georgia Avenue, N.W. Washington, D.C., to renew its Retailer's Class B license is **GRANTED**;
3. The above-referenced Agreement is **INCORPORATED** as part of this Order;
and
4. Copies of this Order shall be sent to the Protestant and the Applicant.

District of Columbia
Alcoholic Beverage Control Board


Peter B. Feather, Chairperson


Judy A. Moy, Member


Albert G. Lauber, Member


Mital M. Gandhi, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), any party adversely affected may file a Motion for Reconsideration of this decision within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 941 North Capitol Street, N.E., Suite 7200, Washington, D.C. 20002.

VOLUNTARY AGREEMENT Harvard Deli

This voluntary agreement (VA) made this 25th day of July, 2006, by and between Harvard Deli (Applicant) and Advisory Neighborhood Commission 1B (Protestants).

RECITALS

Whereas, Applicant is the holder of a Class B retailer's license for premises located at 2820 GEORGIA AVE NW;

Whereas, Protestant has protested reissuance of the license;

Whereas, the parties have agreed to enter into this voluntary agreement pursuant to Section 1513.2 of 23 DCMR for the purpose of resolving the protest and to request the Alcoholic Beverage control Board to approve the reissuance of the Applicant's license conditioned upon Applicant's compliance with the terms of this written agreement.

Now, therefore, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the parties agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. No sale of alcoholic beverages for consumption in public space. Applicant shall not sell alcoholic beverages to any person whom the Applicant knows, or reasonably should know, will consume the beverages in public space or will divide the container or containers among several persons while in public space.
3. Intoxicated persons. Applicant shall refuse to sell alcoholic beverages to any intoxicated person, to any person of notoriously intemperate habits, or to any person who appears intoxicated.
4. Loitering. Applicant shall actively seek to prevent person(s) from congregating in and around its immediate premises by: (a) posting

clearly visible “no loitering” signs (lettering no less than five inches) on the interior and exterior of its premises and by asking loiterers to leave; (b) implementing hardscape and landscape improvements to the street fronting public space; (c) contacting MPD3D and ANC Commissioner when necessary to ask its support in dispersing loiterers and in maintaining order. Applicant shall maintain a log of its calls to MPD3D with the date, time and nature of the call. The log will be made available to Protestant, upon request, for review and/or copying.

5. Applicant shall not sell singles beers of 22oz and larger when remainder of local stores agree to similar terms.

6. Maintenance of premises. Applicant shall maintain the exterior area immediately surrounding _____ NW.

7. Notices. In the event of a violation of the provisions of this Agreement, Applicant shall be notified in writing of such violation. Notices shall be sent by first class mail postage prepaid, hand delivery or by recognized overnight delivery service as follows:

If to licensee: Harvard Deli
NW
Washington DC 20001

If to protestant: ANC1B
PO Box 73710
Washington DC 20056

Applicant may change the notice address listed above by written notice to the signatories hereto. Applicant shall provide a written response to any notification under this Agreement within five business days. Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be concurrent with the filing of a complaint with the Alcoholic Beverage Control Board.

8. Signs and posters. Applicant shall not place signs/posters on more than fifty percent of its windows and shall promote visibility into the establishment. Windows shall be cleaned on a regular basis. Applicant shall maintain the property in reasonable condition that does not detract from the

adjacent residential community and shall expeditiously remove or paint over any graffiti on its immediate premises.

9. Placarding. Applicant will comply with Section 1502.5 of DCMR 23 assuring that notice will be visible and readable from the street.

10. Withdrawal of protest. Protestant hereby withdraws its protest and joins with Applicant in requesting that the Alcoholic Beverage Control Board accept this Agreement as a condition of approval of the reissuance of Applicant's license.

11. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

12. Authority. Representatives executing this Agreement on behalf of the respective parties do hereby affirm that they have the authority to do so.

In witness whereof, the parties have executed this Voluntary Agreement as of the day and date first above written.

Applicant:

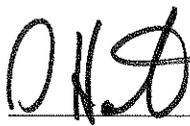


Representative Harvard Deli

Protestant:



Thomas K. D. Smith, ANC1B09



Chairman ANC1B