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

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| **In the Matter of:** | ) | |
| Sheldon Arpad<br>t/a Come to Eat | ) | |
| Applicant for a New<br>Retailer's Class CR License | ) | Case No. 10-PRO-00133<br>License No. ABRA-085370<br>Order No. 2011-096 |
| at premises<br>3222 O Street, N.W.<br>Washington, D.C. 20007 | ) | |

Sheldon Arpad, t/a Come to Eat ("Applicant")

Ron Lewis, Chairperson, Advisory Neighborhood Commission (ANC) 2E

Jennifer Altemus, President, on behalf of Citizens Association of Georgetown (CAG)

**BEFORE:** Charles Brodsky, Chairperson
Mital M. Gandhi, Member
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Calvin Nophlin, Member
Mike Silverstein, Member

## ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWAL OF PROTESTS

The official records of the Alcoholic Beverage Control Board (Board) reflect that Sheldon Arpad, t/a Come to Eat ("Applicant"), filed an Application for a new Retailer's Class CR License located at 3222 O Street, N.W., Washington D.C.; Chairperson Ron Lewis, on behalf of ANC 2E; and Jennifer Altemus, on behalf of CAG, have entered into a Voluntary Agreement, dated January 3, 2011, setting forth the terms and conditions that govern 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; Chairperson Ron Lewis, on behalf of ANC 2E; and Jennifer Altemus, on behalf of CAG, are signatories to the Agreement. This Agreement constitutes a withdrawal of the Protests filed by ANC 2E and CAG of this Application.

Accordingly, it is this 26th day of January 2011, **ORDERED** that:

1. Sheldon Arpad, t/a Come to Eat ("Applicant"), for a new Retailer's Class CR license located at 3222 O Street, N.W., Washington, D.C., is **GRANTED**;

2. The Protests of ANC 2E and CAG in this matter are hereby **WITHDRAWN**;

3. The above-referenced Voluntary Agreement submitted by the Parties to govern the operations of the Applicant's establishment are **APPROVED** and **INCORPORATED** as part of this Order; and

4. Copies of this Order shall be sent to the Applicant; Chairperson Ron Lewis, on behalf of ANC 2E; and Jennifer Altemus, on behalf of CAG.

District of Columbia
Alcoholic Beverage Control Board

Charles Brodsky, Chairperson

Mital M. Gandhi, Member

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 may file a Motion for Reconsideration of this decision within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 1250 U Street, N.W., Third Floor, Washington, DC 20009.

# AGREEMENT

THIS AGREEMENT ("Agreement") is made by Sheldon Arpad, a District of Columbia sole proprietor, t/a Come to Eat (the "Applicant") with Advisory Neighborhood Commission 2E ("the ANC") and the Citizens Association of Georgetown ("CAG").

WHEREAS, the Applicant has applied for their "CR" alcoholic beverage license for the property located at 3222 O Street, NW, ABRA License No.085370, which is pending before the District of Columbia Alcoholic Beverage Control Board (ABC Board); and

WHEREAS, the ANC represents the residents and taxpayers within its boundaries and wishes to insure that no establishment that sells alcoholic beverages will adversely affect the health, safety, and quality of life in the surrounding community; and

WHEREAS, CAG is a citizens association incorporated under the laws of the District of Columbia which represents the interests of the residents of Georgetown; and

WHEREAS, the Applicant is seeking written approval from the ANC and CAG of the Application; and

WHEREAS, in order to secure the aforementioned approval, Applicant has agreed to enter into this Agreement commemorating certain understandings regarding the Applicant's operational plans;

NOW THEREFORE, in consideration of the agreements set forth herein, the parties hereto mutually agree as follows:

1. Nature of Operation. The Applicant will operate a bona fide business as put forth in their license.

2. Hours of Operation. The hours of operation shall be 9:00 a.m.–12:00 a.m. Sunday through Saturday.

3. Occupancy and Safety. The establishment shall have a maximum capacity of 80 persons within the premises. This limit shall be prominently posted and shall not be exceeded. The Applicant shall ensure that a clear passageway is maintained at all times for the safe egress of occupants in case of fire or other emergency.

4. Entertainment. The Applicant's application states that there shall be no entertainment. It is further agreed between the Applicant and the ANC and CAG that there shall be no agreements with promoters, promotions or cover charges in violation of this representation. The ANC and CAG agree that the Applicant may offer soft background recorded music conducive to a pleasant dining experience inside the premises and not audible in public space.

This written agreement constitutes the only agreement among the parties and may be modified only by the written agreement of all the parties.

IN WITNESS THEREOF, the parties have affixed hereunto their hands and seals on the year and the day indicated below their signature.

The parties agree that the above provisions are conditions of the license and any failure of Applicant to adhere to the foregoing commitments would constitute grounds for the ANC and/or CAG to petition the ABC Board for issuance of an order to show cause pursuant to 23 D.C.M.R. §1513.5. Prior to so petitioning, however, ANC 2E and/or CAG shall notify the Applicant of any perceived violations and afford the Applicant at least seven (7) calendar days in which to address or rectify the perceived violation.

This Agreement shall become effective only upon the execution of all parties hereof and the delivery to the Applicant of the aforesaid written approval by ANC 2E and CAG .

This written agreement constitutes the only agreement between the parties, superceding any prior agreement that may affect the license, and may be modified only by the written agreement of both parties.

IN WITNESS THEREOF, the parties have affixed hereunto their signatures on the year and the day indicated below.

Executed this 3rd day of Jan 2011.

BY: _____
Sheldon Arpad, Sole Proprietor for Come to Eat

BY: Ron Lewis
Ron Lewis, Chair
ADVISORY NEIGHBORHOOD COMMISSION 2E

BY: Jennifer Altemus
Jennifer Altemus, President
CITIZENS ASSOCIATION OF GEORGETOWN