

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

In the Matter of:)

Georgia Line, Inc.)
t/a Georgia Line Market)

Application for a Retailer Class B)
License – Transfer to New Location)
at premises)

5125 Georgia Avenue, N.W.)
Washington, D.C.)

) Application no. 24360-03/067P
) 2004-19

Tawana V. Waugh and Annie Wallace, on behalf of the Protestants and Referendum
Petitioners

Andrew J. Kline, Esquire, on behalf of the Applicant

BEFORE: Charles A. Burger, Chairperson
Vera Abbott, Member
Peter Feather, Member
Judy A. Moy, Member
Audrey E. Thompson, Member

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST

The application, having been protested, came before the Board on August 6, 2003, in accordance with the D.C. Official Code Title 25, Sections 601 and 604 (2001 Edition). Tawana V. Waugh and Annie Wallace filed protests and initiated the referendum process on behalf of several protestants in a timely manner.

The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the agreement, dated January 15, 2004, the protestants have agreed to withdraw the protests and the referendum, provided, however, the Board's approval of

Georgia Line, Inc.
t/a Georgia Line Market
Case no. 24360-03/067P
Page two

the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement. 1/

Accordingly, it is this 11th day of February 2004, **ORDERED** that:

1. The protest of Tawana V. Waugh and Annie Wallace on behalf of the petitioners is **WITHDRAWN**;
2. The application of Georgia Line, Inc. t/a Georgia Line Market for a retailer's class B (transfer to a new location), located at 5125 Georgia Avenue, N.W., Washington, D.C., 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.

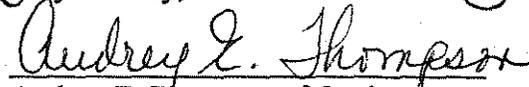
District of Columbia
Alcoholic Beverage Control Board


Charles A. Burger, Chairperson


Vera Abbott, Member


Peter Feather, Member


Judy A. Moy, Member


Audrey E. Thompson, Member

1/ The agreement does not reflect the signatures of Councilmember Fenty and Norma V. Adkins who are listed as petitioners in this matter. Consequently, their names have been struck from the voluntary agreement.

RECEIVED
JAN 15 2004
BY COOHE 1:30

VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT ("Agreement") made this _____ day of January, 2004, by and between Georgia Line, Inc. t/a Georgia Line Market ("Applicant") and Adrian Fenty, Tawana V. Waugh, Norma V. Adkins, Betty Muse, Annie Wallace, Marie Bass, Rural Bass, Christine Lowe, Maggie H. Whaley, Wesley Powell, Robert Wright, and Barbara Tompkins (collectively "Protestants").

RECITALS

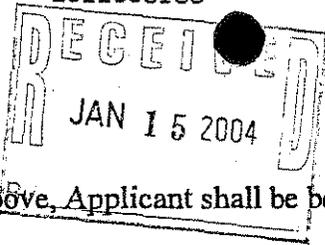
WHEREAS, Applicant has applied for the transfer of a Retailer's License Class B (the "License") for Premises at 5125 Georgia Avenue, NW, Washington, D.C., Application no. 24360;

WHEREAS, Protestants have initiated the referendum process against approval of the transfer pursuant to the provisions of D.C. Code § 25-604;

WHEREAS, the parties have agreed to enter into this Voluntary Agreement and to request the Alcoholic Beverage Control Board to approve of the transfer of the 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. Restrictions on Single Sales. Applicant agrees that it shall not sell a single container of beer, ale, or malt liquor of twelve (12) ounces or less, except as part of a pack of six (6) or greater. If Hamilton Liquors, Twin Liquors, Jefferson Liquors and Colony Liquors all agree to restrictions on sales of single containers of beer, ale or malt liquor of twenty-one (21)



ounces and above, Applicant shall be bound by the least restrictive provisions of such agreements as they relate to single sales.

3. Hours of Operation. Applicant's hours of operation shall be as follows:

Sunday-Thursday - 6:00 A.M. to 10:00 P.M.
 Friday-Saturday - 6:00 A.M. to 12 midnight

4. Hours of Alcoholic Beverage Sales. Applicant shall only sell alcoholic beverages during the legal hours of sale, which are 9:00 A.M. to 10:00 P.M., provided, however, that Applicant shall not sell alcoholic beverages on Sunday.

5. Restricted Products. Applicant shall not sell drug paraphernalia such as cigarette pipes, smoking pipes, bongos or small plastic "jewelry" bags.

6. Posting of Provisions of Agreement. Applicant shall post, in a conspicuous place in the store, a notice setting forth the substance of this Agreement. The notice, the form of which shall be subject to the Protestants' reasonable approval, shall not contain the names of the Protestants, but shall set forth the operational restrictions contained in this Agreement. In addition, the notice shall contain the notice to pregnant women required by 23 DCMR 7222.2.

7. Loitering. Applicant shall actively seek to prevent person(s) from congregating in and around its premises by:

a. posting clearly visible "No Loitering" signs on the interior and exterior of its premises and by asking loiterers to leave, to the vicinity of the premises, and by;

b. contacting the Metropolitan Police Department ("MPD") when necessary to ask its support in dispersing loiterers and in maintaining order. The Applicant shall maintain a log of its calls to MPD with the date, time, and nature of the call. The log will be made available to the Protestants, upon request, for review and/or copying.

AN 15 2004
COOKE 130

8. Maintenance of Premises. Applicant shall maintain the exterior area immediately adjacent to its store clean, neat, and free of litter, will regularly inspect the adjacent public space, and will remove all litter including but not limited to bottles, cans, and paper at a minimum of eighteen (18) inches beyond the curb. The Applicant shall clean the area upon closing of the store each evening and monitor the area daily. Applicant shall not store or otherwise allow boxes, litter or soda cases to accumulate along the fence on the Hamilton Street side of the store.

9. Amendment of Agreement. Prior to requesting that the Alcoholic Beverage Control Board approve of an amendment to the provisions of this Agreement, Applicant shall endeavor to notify all of the Protestants.

10. Notices. In the event of a violation of the provisions of either of this Agreements, 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:

Georgia Line Market
ATTN: Negash G. Negash
5125 Georgia Avenue, NW
Washington, DC 20011

With a copy by mail, e-mail or fax to:

Andrew J. Kline, Esquire
1225 Nineteenth Street, NW
Suite 320
Washington, DC 20036
Phone: 202-686-7600
Fax: 202-293-3130
akline@klinelawdc.com

Applicant may change the notice addresses listed above by written notice to the signatories hereto at the addresses listed below their signatures. Applicant shall provide a written response to any notification under this Agreement within five (5) business days.

01/14/2004 11:10
2022500000
R
1 5 2004
By: Coohell30

Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the Alcoholic Beverage Control Board.

11. Withdrawal of Protest. Protestants hereby request that the Board discontinue the Referendum proceeding, withdraw their protests and join with Applicant in requesting that the Alcoholic Beverage Control Board accept this Agreement as a condition of approval of the transfer of the License.

12. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of January 2004.

WITNESS:

APPLICANT:

Georgia Line Market

Negash G. Negash

By: Negash G. Negash

Negash G. Negash

PROTESTANTS:

Adrian Fenty

Annie Wallace

JAN 15 2004

By Cocher 1:30

Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the Alcoholic Beverage Control Board.

11. Withdrawal of Protest. Protestants hereby request that the Board discontinue the Referendum proceeding, withdraw their protests and join with Applicant in requesting that the Alcoholic Beverage Control Board accept this Agreement as a condition of approval of the transfer of the License.

12. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement this 15th day of January 2004.

WITNESS:

APPLICANT:

Georgia Line Market

By: _____
Negash G. Negash

PROTESTANTS:

Adrian Fenty
Annie Wallace
Annie Wallace

RECEIVED
JAN 15 2004
BY S. Coote 1:30

Tawana V. Waugh
Tawana V. Waugh

Norma V. Adkins

Betty Muse

Marie Bass
Marie Bass

Rural Bass
Rural Bass

Christine Lowe
Christine Lowe

Maggie H. Whaley

Wesley Powell

Robert Wright
Robert Wright

Barbara Tompkins
Barbara Tompkins

JAN 15 2004
BY Cooke V30

Tawana V. Waugh

Norma V. Adkins

Betty Muse
Betty Muse

Marie Bass

Rural Bass

Christine Lowe

Maggie H. Whaley
Maggie H. Whaley

Wesley Powell
Wesley Powell

Robert Wright

Barbara Tompkins