

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

**In the Matter of:**

Polo DC, LLC/Rugby Café, LCC  
t/a Rugby Café

Substantial Change Application  
at premises  
1065 Wisconsin Ave., N.W.  
Washington, D.C.

)  
)  
)  
)  
) License No. 75703  
) Case No. 61149-07/056P  
) Order No. 2007-259  
)  
)  
)

Polo DC, LLC/Rugby Café, LLC, t/a Rugby Café, Applicant

Ed Solomon, Chairperson, on behalf of Advisory Neighborhood Commission 2E and  
Denise R. Cunningham, President, on behalf of the Citizens Association of Georgetown,  
Protestants.

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

**ORDER ON VOLUNTARY AGREEMENT**

The Substantial Change Application was filed by Polo DC LLC/Rugby Café, LLC, t/a Rugby Café, to expand its hours of operation, both in the interior premises, Monday through Wednesday, 10:00 a.m. to 12:30 a.m.; Thursday through Saturday, 10:00 a.m. through 1:00 a.m.; and Sunday, 9:00 a.m. through 12:30 a.m. and in the exterior premises, Monday through Wednesday, 10:00 a.m. through 12:30 a.m.; Thursday through Saturday, 10:00 a.m. to 1:00 a.m. and Sunday 10:00 a.m. through 12:30 a.m.

The Application was protested and came before the Alcoholic Beverage Control Board (Board) for a Roll Call hearing on July 25, 2007, in accordance with D.C. Official Code § 25-601 (2001). Timely letters of opposition were filed by Ed Solomon, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 2E and Denise R. Cunningham, President, on behalf of the Citizens Association of Georgetown (CAG) (collectively, the Parties).

**Polo DC, LLC/Rugby Café, LLC**  
**t/a Rugby Café**  
**License No. 75703**  
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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 October 2, 2007, 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.

Accordingly, it is this 7th day of November 2007, **ORDERED** that:

1. The Substantial Change Application of Polo DC, LLC/Rugby Café, LLC, t/a Rugby Café, located at 1065 Wisconsin Ave., NW, Washington, D.C., for increased hours of operation for its interior and exterior premises, is **GRANTED**;

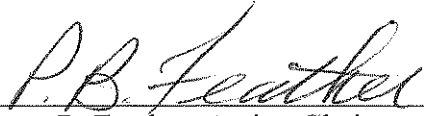
2. The Voluntary Agreement by and between. Polo DC, LLC/Rugby Café, LLC, t/a Rugby Café, 1065 Wisconsin Ave., N.W., Washington, D.C., and the Protestants is **APPROVED**;

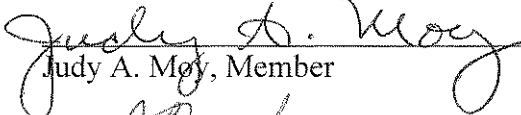
3. The above-referenced Voluntary Agreement is **INCORPORATED** as part of this Order; and

4. Copies of this Order shall be sent to the Applicant and the Protestants.


Polo DC LLC/Rugby Café, LLC  
t/a Rugby Café  
License No. 75703  
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District of Columbia  
Alcoholic Beverage Control Board

  
Peter B. Feather, Acting 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

THIS AGREEMENT ("Agreement") is made by Polo DC, LLC and Rugby Café LLC t/a Rugby Café (the "Applicant") with Advisory Neighborhood Commission 2E ("the ANC") and Citizens Association Georgetown ("CAG").

WHEREAS, Applicant is the holder of a Retailer's License Class CR (License No. 75703), for premises located at 1065 Wisconsin Avenue, NW (the "Premises"), which Premises includes interior space and a sidewalk café (the "Café");

WHEREAS, Applicant filed with the District of Columbia Alcoholic Beverage Control Board (the "Board") an application for changes in their license including a change in hours for both the interior and the Café, which application is pending before the District of Columbia Alcoholic Beverage Control Board;

WHEREAS, in order to secure the approval of ANC and CAG, Applicant has agreed to enter into this voluntary Agreement commemorating certain understanding regarding the Applicant's operational plans;

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

1. Occupancy and safety. The establishment shall have a maximum seated capacity of 40 persons. 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. The maximum capacity in the Café area is eight (8) seats. Applicant shall not exceed the above limits unless the Alcoholic Beverage Control Board grants approval under 23 DCMR Section 1503.

2. Hours of Operation. The hours of operation of the interior of the Premises shall be Monday through Wednesday, 10:00 a.m. to 12:30 a.m.; Thursday through Saturday, 10:00 a.m. through 1:00 a.m.; and Sunday, 9:00 a.m. through 12:30 a.m. The Applicant shall keep the kitchen open and have a full service menu until one hour before closing and have a limited food service until closing. The hours of operation of the Café shall be Monday through Wednesday, 10:00 a.m. through 12:30 a.m., Thursday through Saturday, 10:00 a.m. to 1:00 a.m., and Sunday 10:00 a.m. through 12:30 a.m. Applicant shall not operate beyond the above-stated hours unless (a) all parties to this Agreement agree to such other hours of operations in writing and (b) the Alcoholic Beverage Control Board grants approval.

3. Entertainment. There shall be neither dancing nor entertainment or promoters; no live or amplified music indoors or out; and no cover charges, unless (a) all parties to this Agreement agree in writing to such other matters concerning dancing, entertainment, promoters, music or cover charges and (b) the Alcoholic Beverage Control Board grants approval. The Applicant may offer background-recorded music that shall be at levels that cannot be heard from the streets outside the establishment except when patrons enter or leave the establishment.

4. Trash removal. The Applicant shall never permit trash, garbage, or litter to be placed outside the premises in unprotected bags, cans, or containers and shall insure that all legal refuse

REC'D BY

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GOVT OF THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE  
REGULATION ADMINISTRATION

containers are emptied by a professional garbage truck service at least twice a week. The Applicant shall make all commercially reasonable efforts ensure that no part of the premises harbors rats or other vermin, and shall notify the ANC and CAG if any harborage in neighboring properties is affecting the Applicant's operations.

5. 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 CAG to petition the ABC Board for issuance of an order to show cause pursuant to 23 D.C.M.R. §1513.5.

6. This written agreement constitutes the only agreement between the parties and may be modified only by the written agreement of both parties.

Executed this 2nd day of October, 2007.

APPLICANT  
Polo DC LLC

Nancy Harris

Rugby Café LLC

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ADVISORY NEIGHBORHOOD COMMISSION 2E

BY: Bill Starrels  
Bill Starrels, Vice-Chair, ANC 2E and Chairman, ABC Committee

CITIZENS ASSOCIATION GEORGETOWN

BY: DeWise Cunningham

PRINT NAME/TITLE: DeWise Cunningham - President

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APPLICANT  
Polo DC LLC

Rugby Café LLC

ADVISORY NEIGHBORHOOD COMMISSION 2E

BY: [Signature]  
Bill Starrels, Vice-Chair, ANC 2E and Chairman, ABC Committee

CITIZENS ASSOCIATION GEORGETOWN

BY: [Signature]

PRINT NAME/TITLE: Debbie Cunningham - President

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APPLICANT  
Polo DC LLC

BY: \_\_\_\_\_

Rugby Café LLC

BY: \_\_\_\_\_

ADVISORY NEIGHBORHOOD COMMISSION 2E

BY:  \_\_\_\_\_  
Bill Starrels, Vice-Chair, ANC 2E and Chairman, ABC Committee

CITIZENS ASSOCIATION GEORGETOWN

BY:  \_\_\_\_\_

PRINT NAME/TITLE: Denise Cunningham - President