

Rec'd 4/21/05

THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of: )  
)  
Prospect Billiards, Inc. )  
t/a Georgetown Billiards )  
)  
Application for a Retailer's Class CR )  
License – Substantial Change )  
at premises )  
3251 Prospect Street, N.W. )  
Washington, D.C. )  
\_\_\_\_\_ )

Case no.: 29485-05/026P  
Order no.: 2005-62

Prospect Billiards, Inc., Applicant

Ed Solomon, Chairman, on behalf of Advisory Neighborhood Commission 2E, Protestant

**BEFORE:** Charles A. Burger, Chairperson  
Vera M. Abbott, Member  
Judy A. Moy, Member  
Audrey E. Thompson, Member  
Peter B. Feather, Member  
Albert G. Lauber, Member  
Eartha Isaac, Member

**ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST**

The substantial change application for a change of license class from a Retailer's Class "DR" License to a Retailer's Class "CR" License and additional changes to the operation of the establishment, having been protested, came before the Board on February 2, 2005, in accordance with D.C. Official Code § 25-601 (2001). Ed Solomon, Chairman, on behalf of Advisory Neighborhood Commission 2E, filed timely opposition by letter on January 11, 2005.

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 February 2, 2005, the Protestant has agreed to withdraw its 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.

**Prospect Billiards, Inc.**  
**t/a Georgetown Billiards**  
**Case no. 29485-05/026P**  
**Page two**

Accordingly, it is this 30<sup>th</sup> day of March 2005, **ORDERED** that:

1. The protest of Ed Solomon, Chairman, on behalf of Advisory Neighborhood Commission 2E, is **WITHDRAWN**;

2. The substantial change application of Prospect Billiards, Inc., t/a Georgetown Billiards, for a change of license class from a Retailer's Class "DR" License to a Retailer's Class "CR" License and additional changes to the operation of the establishment at 3251 Prospect Street, N.W., Washington, D.C., is **GRANTED**;

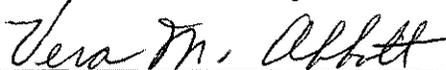
3. The above-referenced agreement is **INCORPORATED** as part of this Order;  
and

4. Copies of this Order shall be sent to Ed Solomon, Chairman, on behalf of Advisory Neighborhood Commission 2E, and the Applicant.

Prospect Billiards, Inc.  
t/a Georgetown Billiards  
Case no. 29485-05/026P  
Page three

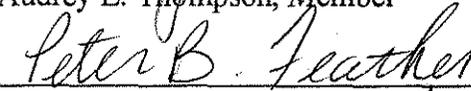
District of Columbia  
Alcoholic Beverage Control Board

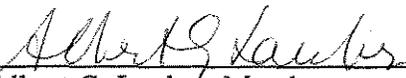
  
\_\_\_\_\_  
Charles A. Burger, Chairperson

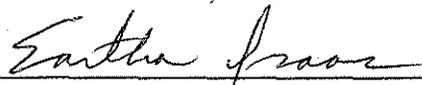
  
\_\_\_\_\_  
Vera M. Abbott, Member

  
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Judy A. Moy, Member

  
\_\_\_\_\_  
Audrey E. Thompson, Member

  
\_\_\_\_\_  
Peter B. Feather, Member

  
\_\_\_\_\_  
Albert G. Lauber, Member

  
\_\_\_\_\_  
Eartha Isaac, 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.

LAW OFFICES

ANDREW J. KLINE

1225 NINETEENTH STREET, N.W.  
SUITE 320  
WASHINGTON, D.C. 20036

(202) 686-7600

THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE  
CONTROL ADMINISTRATION

EB 11 P 12:22

February 10, 2005

DW 12:30

Andrew J. Kline (DC & MD)  
akline@klinelawdc.com

Scott H. Rome (DC & MD)  
srome@klinelawdc.com

LaQuan S. Partee, Legal Assistant  
Lpartee@klinelawdc.com

**VIA FALCON EXPRESS**

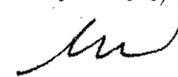
Alcoholic Beverage Control Board  
c/o Fred Moosally, Esq.  
941 North Capitol Street, NE  
7<sup>th</sup> Floor  
Washington, DC 20002

**RE: Prospect Street Billiards, Inc. t/a Georgetown Bar and Billiards  
3251 Prospect Street, NW, Washington, DC 20007  
License Class Change from DR01 to "CT01"**

Dear Members of the Board:

Please be advised that the parties have reached a resolution in the above-captioned matter. A fully executed Voluntary Agreement is enclosed. Please dismiss the protests and direct the staff to process the liquor license class change. If you have any questions regarding the foregoing or the enclosed, please do not hesitate to contact me.

Very truly yours,



Andrew J. Kline

AJK/jrj

cc: William Starrels (w/encl)  
Victoria G.K. Rixey (w/encl)  
Scott Wandling (w/encl)

## AGREEMENT

THIS AGREEMENT ("Agreement ") is made by Prospect Street Billiards, a District of Columbia corporation, t/a Georgetown Bar and Billiards ( the "Applicant") with Advisory Neighborhood Commission 2E ("the ANC").

WHEREAS, Applicant filed with the District of Columbia Alcoholic Beverage Control Board (the "Board") an application for changes in their license including a change from Class "DR" ((the Application) to Class "CR", located at 3251 Prospect ("Premises), License #60370, which is pending before the District of Columbia Alcoholic Beverage Control Board.

WHEREAS, the ANC represents the residents and taxpayers within the boundaries of ANC2E 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, in order to secure the ANC 's written approval, 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 capacity of ninety-nine 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.
2. Hours of Operation. The permitted hours of operation shall be Friday and Saturday 11.00am.to 3:00am, Sunday through Thursday, 11 a.m. to 2:00am. The Applicant shall keep the kitchen open until two hours before closing and shall have a limited food service until closing.
3. Entertainment. Applicant shall not offer dancing, create a dance floor, or other facilities for dancing, or otherwise encourage dancing by patrons or employees. Without permission from the ABC Board, Applicant shall not offer live music indoors or out. The Applicant may offer 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. Nothing herein shall preclude Applicant from allowing dancing during private parties, which are neither advertised nor open to the general public.
4. Promoters. Applicant shall not cede control of its operations to outside promoters or other persons. Applicant shall not use, or allow anyone acting on its behalf to use, leaflets to market its establishment. Applicant shall not enter into any marketing arrangement that allows a promoter or any other person to retain cover or admission charges of any kind.
5. 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 containers are emptied by a professional garbage truck service at least twice a week. The Applicant shall take steps to ensure that no part of the premises harbors rats or other vermin, and

shall notify the ANC if any harborage in neighboring properties is affecting the Applicant's operations.

6. Sanitation. In accordance with DCMR Title 23 (Food Regulations) Section 2206, all food waste (garbage) shall be disposed of via a food waste (garbage) grinder. Those items of garbage that cannot be readily ground, such as bones, shall be disposed of in a metal container with a tightly fitting lid.

7. Patio Area Use. The Applicant agrees there will be no use of the outside patio.

8. 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 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, the ANC shall notify the Applicant of any perceived violations and afford Applicant seven (7) calendar days in which to address or rectify the perceived violation.

9. 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 February, 2005.

APPLICANT  
Georgetown Bar and Billiards

BY: \_\_\_\_\_  
Scott Wandling, Owner

ADVISORY NEIGHBORHOOD COMMISSION 2E

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

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

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Executed this 2nd day of February, 2005.

APPLICANT  
Georgetown Bar and Billiards

BY: [Signature]  
Scott Wandling, Owner

ADVISORY NEIGHBORHOOD COMMISSION 2E

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

CITIZENS ASSOCIATION OF GEORGETOWN

BY:   
Victoria G. K. Rixey, President

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