

THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:)
)
MYRB Corporation)
t/a Geranium Market)
Application for a Retailer's Class B)
License – Renewal)
at premises)
7350 Georgia Avenue, N.W.)
Washington, D.C.)

Case no.: 6120-04/008P
Order no.: 2005-283

MYRB Corporation, Applicant

Advisory Neighborhood Commission 4A, and Jourdinia S. Brown, on behalf of a group of five (5) or more individuals, Protestants.

- 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ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST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 renewal application for a Retailer's Class "B" License, having been protested, came before the Board on January 7, 2004, in accordance with D.C. Official Code § 25-601 (2001). Advisory Neighborhood Commission ("ANC") 4A, and Jourdinia S. Brown, on behalf of a group of five (5) or more individuals, filed timely oppositions by letter.

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 November 1, 2005, the Protestants have agreed to withdraw their protests, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

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Accordingly, it is this 16th day of November 2005, **ORDERED** that:

1. The protests of ANC 4A, and Jourdinia S. Brown, on behalf of a group of five (5) or more individuals, are **WITHDRAWN**;

2. The renewal application of MYRB Corporation, t/a Geranium Market, for a Retailer's Class "B" License at 7350 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 Protestants and the Applicant.

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District of Columbia
Alcoholic Beverage Control Board



Charles A. Burger, Chairperson



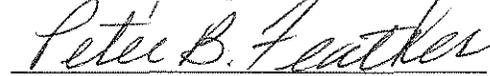
Vera M. Abbott, Member



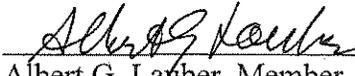
Judy A. Moy, Member



Audrey E. Thompson, Member



Peter B. Feather, Member



Albert G. Lauber, Member

Eartha Isaac, Member

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 VOLUNTARY AGREEMENT ("Agreement") made this 18 day of November, 2005, by and between MYRB Corporation, t/a Geranium Market ("Applicant") and Advisory Neighborhood Commission ANC 4A, and Jourdinia S. Brown, Stephen A. Whatley and Thomas W. Black, (collectively "Protestants").

RECITALS

WHEREAS, Applicant is the holder of a retailer's license Class B for Premises at 7350 Georgia Avenue, NW, Washington, D.C., Case No. 6120--04/008P;

WHEREAS, Protestants have protested the reissuance of the license;

WHEREAS, the parties have agreed to enter into this Voluntary Agreement ("Agreement") pursuant to Section 1513.2 of 23 DCMR for the purpose of resolving the protest set forth in the letter dated November 17, 2003, a copy of which is attached hereto, and to request the Alcoholic Beverage Control Board to approve of 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. Restrictions on Single Sales. Applicant agrees not to sell single containers or multiple singles (1's, 2's, 3's, 4's, etc.) of beer, domestic ales, domestic fortified wine, such as Boone's Farm, malt liquors and wine coolers of less than seventy

(70) ounces unless they are prepackaged by the manufacturer as four (4) or six (6) units. Applicant shall immediately discontinue the sale of singles, as indicated above, upon the signing of this Agreement. The parties agree that the Applicant may sell craft (locally brewed beer) and premium imported beers as warm singles.

Applicant is aware of and intends to comply with the provisions of the ABC Regulations, 23 DCMR and Chapter 3, Section 25-301 et. seq. of the District of Columbia Code, 2001 Edition, as amended, and as may be further amended from time to time. The parties further agree that this Agreement shall be governed by the provisions of Section 1513.5 of 23 DCMR, which provides that the ABC Board may initiate a Notice to Show Cause Hearing upon evidence that the holder of the license has violated this Agreement.

3. Fortified Wines. Applicant shall not sell domestic fortified wines, such as CISCO Wild Irish Rose and MD 20/20.

4. 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.

5. 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.

6. 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 5 inches) on the interior and exterior of its premises and by asking loiterers to leave;
- b. installing and utilizing high intensity lighting in the rear and on the sides of its premises (lights shall remain on from dusk to dawn); and
- c. 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.

7. 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, including the alley behind the establishment 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 place trash receptacles inside and outside the market, and such receptacles will be emptied at a minimum of twice daily. The Protestants will use their best efforts to persuade the other businesses located on Upper Georgia Avenue, NW, including those that sell alcoholic beverages, to make similar efforts toward cleanliness.

8. 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:

MYRB Corporation
Mersha Abate, President
Geranium Market
7350 Georgia Avenue, N.W.
Washington, D.C. 20012

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

Andrew J. Kline, Esquire
1225 Nineteenth street, N.W.
Suite 320
Washington, D.C. 20036
Phone: (202) 686-7600
Fax: (202) 293-3130
akline@klinelawdc.com

If to Protestants:

ANC 4A
7600 Georgia Avenue, N.W.
Suite 404
Washington, D.C. 20012

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

Mose Lewis III, Esquire
Powers & Lewis
4201 Connecticut Avenue, N.W.
Suite 400
Washington, D.C. 20008
Phone: (202) 363-9740
Fax: (202) 363-6444
moselewis_powerslewis@att.net

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

9. Alcoholic Beverage Hours of Sale. Applicant shall sell alcoholic beverages only between the hours of 9:00 a.m. and 10:00 p.m.

10. Signs and Posters. Applicant shall not place signs/posters on more than twenty-five (25%) percent of its windows and shall not stack merchandise in front of the windows so as to obstruct 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 (immediate environs).

11. Withdrawal of Protest. Protestants hereby 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 reissuance of Applicant's license.

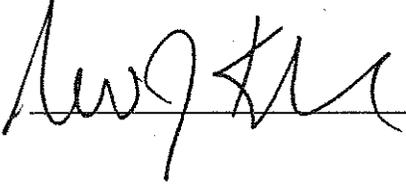
12. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be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

13. 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
MYRB Corporation

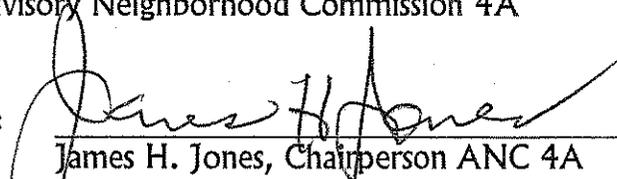
WITNESS



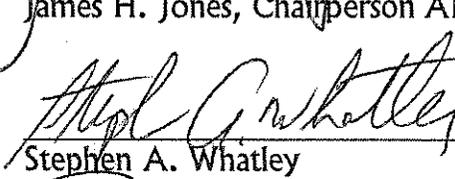
By: 
_____ Mersha Abate, President

PROTESTANTS:
Advisory Neighborhood Commission 4A

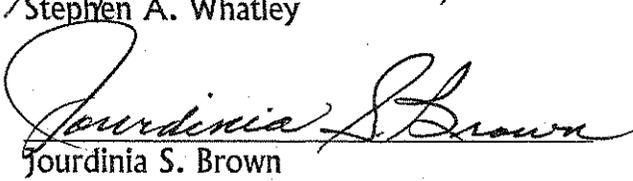


By: 
_____ James H. Jones, Chairperson ANC 4A

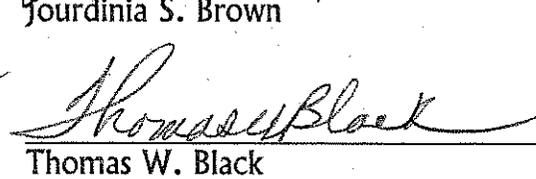


By: 
_____ Stephen A. Whatley



By: 
_____ Jourdinia S. Brown



By: 
_____ Thomas W. Black

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