FOGGY BOTTOM AND WEST END
ADVISORY NEIGHBORHOOD COMMISSION (ANC-2A)
MARIA TYLER COMMISSIONER SMD-2A03

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D.C. OFFICE OF ZONING
2003 SEP 30 PM 12:57

September 30, 2003

Mr. Geoffrey H. Griffis
Chair, Board of Zoning Adjustment
Room 210
441 4th Street, N.W.
Washington, DC 20001

RE: Application No. 17021 by Estelle Goldman for special exception on behalf of 7-11 Inc.

Dear Mr. Griffis:

On behalf of ANC-2A, I forward to you for your and the Board's consideration, the information which you requested from parties to the above case at the end of the hearing on September 23, 2003. It consists of two attachments:

I. ANC-2A's reasoning regarding the length of time for the new Order ; and

II. ANC-2A's suggestions for the conditions that might be included in the Order. The suggestions include those contained in earlier Orders, those recommended by the Office of Planning and some from the current Management Agreement between the applicant and ANC-2A, adjusted to reflect the present situation.

Sincerely,

FOR ANC-2A:

Maria Tyler
Maria Tyler
(Commissioner, ANC-2A03)

cc. Mr. John Moore, OP
John Patrick Brown, Jr., Esq.
Harold L. Talisman, Esq.
Mr. Benjamin Klotz

BZA
Case No. 17021
Exhibit No. 51

Board of Zoning Adjustment
District of Columbia
CASE NO. 17021
EXHIBIT NO. 51

ATTACMENT I

ANC-2A's submission on the time limit for the proposed Order on Application No. 17021

1. In its Resolution to the BZA, ANC-2A strongly opposed any period longer than 3 years. Having heard the evidence submitted by all witnesses at the public hearing, it is even more convinced that 3 years is the maximum that the Board should grant.

Policing of the conditions imposed by the Board is not monitored by the Board; other agencies do that. Past records show that policing by the authorities is virtually non-existent. Until the efficiency of monitoring improves significantly, the only effective constraint on the 7-11 is a close date for the next application for a special exception.

Past experience of ANC-2A has shown that the biggest problems with the store have arisen when the length of approval has exceeded three years. A longer period now would send the wrong signal to the applicant.

It is also relevant that the special exception is a particularly generous one for the applicant, given the provisions of the R-3 zoning and of the Foggy Bottom Overlay District, the purpose and intent of which, inter alia, are to protect and enhance the residential character of the low scale historic district. Given past experience, ANC-2A believes that the Board has every reason to be very vigilant to ensure that the provisions of the Overlay District are strictly observed.

September 29, 2003

ATTACMENT II

ANC-2A's submission on conditions in the Order on Application No. 17021

ANC-2A respectfully suggests that the following conditions be considered for inclusion in the Order for Case No. 17021. They include those contained in earlier Orders, those proposed by the Office of Planning and some from the current Management Agreement between the applicant and ANC-2A, adjusted to reflect the present situation. ***The notes in italics in brackets after each proposal indicates the source of each condition.***

The proposed conditions are:

1. **Approval shall be for a period of 3 years from the date of the issue of the BZA Order.**
   [***See separate Attachment I for reasoning*** **]**

2. **The hours of operation shall not exceed from 7 A.M. to 11 P.M.**
   [***Repeats existing provision of Order*** **]**

3. **There shall be no electrical or mechanical machines located on the premises.**
   [***Repeats existing provision of Order*** **]**

4. **Use of second floor of building shall be limited to an apartment.**
   [***Repeats existing provision of Order*** **]**

5. **Any exterior lighting shall be directed downward and away from all adjoining properties. The applicant shall take all measures to minimize the light that is visible from the store, including providing tinted glass and appropriate shades, blinds or drapes.**
   [***Repeats existing provision of Order*** **]**

6. **Conditions regarding cleanliness:**

   a. Trash containers shall be provided in the interior of the store. Trash containers shall be located on the exterior subject to approval by the appropriate authorities of the District of Columbia. These containers shall be emptied twice daily or more frequently if needed.
   [***Repeats existing provisions of Order and Management Agreement*** **]**

   b. The store will ensure that there is no trash in front of the store, including the sidewalk and gutters. It shall also keep the sidewalk and gutter in front of adjacent and nearby buildings, including the portion of New Hampshire Avenue down to I Street, clear of trash originating from the store's operations.
   [***From Management Agreement*** **]**

7. **Conditions relating to the appearance of the store:**

a. The store, to the maximum extent possible, shall have the appearance of a private townhouse in the Foggy Bottom Overlay District. With the exception of the existing 7-Eleven sign, there shall be no sign on the exterior walls, windows or doors of the store or visible from the street;

[*From Management Agreement*]

b. The existing landscaping will be maintained by a landscaper, including planting of annuals and replanting of perennials, as required. Shrubs will ensure that the railing entrance is hidden as seen from the sidewalk.

[*From Management Agreement*]

8. The store will arrange with outside suppliers so that deliveries take place only between 9.30. A.M. and 3.30. P.M.. The store will receive deliveries from its Virginia supply depot only between the hours of 8 P.M. and 10 P.M., and only twice per week.

[*Previously, delivery schedules, although discussed extensively in the Order, were governed indirectly through reference in the Order to Management Agreement.*]

9. Representative of the store will meet with the Commissioner of SMD 2A03, or with ANC-2A at the request of either or at its own request to discuss any problems as may arise from the operation of the store.

[*From Management Agreement*]