

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

_____)	
In the Matter of:)	
)	
Al's Market, LLC)	
t/a Compass Rose)	
)	
Applicant for a New)	License No. ABRA-091140
Retailer's Class CT License)	Order No. 2013-113
)	
at premises)	
1346 T Street, N.W.)	
Washington, D.C. 20009)	
_____)	

Al's Market, LLC, t/a Compass Rose, (Applicant)

Tony Norman, Chairperson, on behalf of Advisory Neighborhood Commission (ANC)
1B

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Mike Silverstein, Member
Herman Jones, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Al's Market, LLC, t/a Compass Rose, Applicant for a new Retailer's Class CT license, located at 1346 T Street, N.W., Washington, D.C., and ANC 1B have entered into a Settlement Agreement (Agreement), dated April 24, 2013, that governs the operation of the Applicant's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson Tony Norman, on behalf of ANC 1B, are signatories to the Agreement.

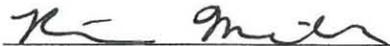
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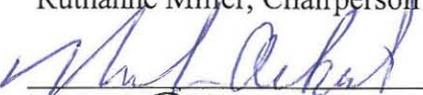
Accordingly, it is this 1st day of May, 2013, **ORDERED** that:

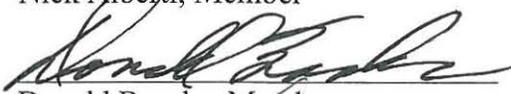
1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
2. Copies of this Order shall be sent to the Applicant and ANC 1B.

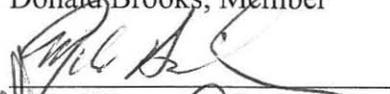
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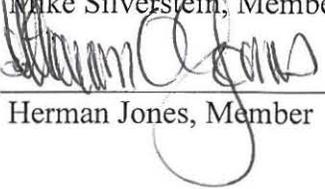
District of Columbia
Alcoholic Beverage Control Board


Ruthanne Miller, Chairperson


Nick Alberti, Member


Donald Brooks, Member


Mike Silverstein, Member


Herman Jones, Member

Pursuant to D.C. Official Code § 25-433, 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, 2000 14th Street, N.W., Suite 400S, Washington, DC 20009.

Settlement Agreement Concerning Issuance of License
Al's Market, LLC
1346 T Street, NW

THIS SETTLEMENT AGREEMENT made and entered into this 24 day of April, 2013, by and between Al's Market, LLC t/a Compass Rose ("Applicant") and Advisory Neighborhood Commission 1B ("ANC 1B").

WITNESSETH:

WHEREAS, Applicant has filed application ABRA-91140 with the District of Columbia Alcoholic Beverage Control Board (ABC Board) for a new class CT license for premises to be known as Compass Rose, and to be located at 1346 T Street, NW Washington, DC 20009 (premises).

WHEREAS, certain Protestants have filed before the ABC Board protests opposing the granting of this application;

WHEREAS, ANC 1B has concerns about the effect of Applicant's operation on nearby residents;

WHEREAS, in recognition of the ABC Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching settlement agreements, by their signatures below, the parties hereto desire to enter into a settlement agreement whereby (1) Applicant will agree to adopt certain measures to address ANC 1B's concerns and to include this Agreement as a formal condition of its application, and (2) ANC 1B will agree to the issuance of the new license provided that the terms of this Agreement is incorporated into the ABC Board's order issuing the license, which license is conditioned upon compliance with this agreement;

WHEREAS, Applicant has recently taken or intends to take certain measures designed to ameliorate concerns of ANC 1B;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings memorialized herein, the Applicant and ANC 1B hereby agree as follows:

1. NATURE OF BUSINESS:

Compass Rose is a neighborhood tavern specializing in international street food and featuring an eclectic range of beer, wine and cocktails. Applicant will have a food menu and a kitchen with a mix of bar seating and tables. Dinner will be served. Applicant intends to serve a full menu from opening until midnight with a limited menu available until an hour before closing.

2. NOISE:

A. Applicant appreciates the 1300 block of T Street NW is overwhelmingly residential in character and as such will operate its business in a manner consistent with the peace, order, quiet, sanitation and hygiene of neighborhoods that are residential. While there are many residential properties on the block, Applicant notes that the section of the block where Compass Rose is located consists of four properties which are all zoned as mixed use. Compass Rose is surrounded by commercial properties on one side of the building, save for the summer garden and is directly across the street from a very large commercial property.

B. Applicant acknowledges familiarity with and will comply with noise-control provisions of the District of Columbia law and regulations, including the requirement that Applicant prevent emissions of sound capable of being heard in other premises by any mechanical device, machine, apparatus, or instrument for amplification of the human voice or any sound or noise; any bell, horn, gong, whistle, drum, or other noise-making article, instrument, or device; or any musical instrument as required by D.C. Code § 25-725. As necessary, Applicant shall make architectural improvements to the property and take all necessary actions to ensure that music, noise and vibrations from the establishment do not rise above levels permitted by DC law. Should any sound, noise, or music violate the standard in the previous sentence, Applicant will take immediate remedial action.

C. The parties agree to cooperate in conducting noise level checks using the sound system to be utilized on the premises. This will occur prior to the opening of the business to assure compliance with the requirements of this Section. If there are any substantial changes made to the sound system, Applicant will conduct further sound checks to assure that music, noise and vibrations from the establishment do not rise above levels permitted in DC Code. Windows shall be closed whenever music, live or recorded, is being played at the premises.

D. The entrance door and windows of the premises will be kept closed at all times during business hours when live music is being played, except when persons are in the act of using the door for ingress to or egress from the premises. Applicant will reasonably keep windows and doors closed during business hours whenever necessary to ensure that music, noise and vibrations from the establishment do not rise above levels permitted in DC Code §25-725.

E. The Applicant shall obtain the services of a reputable noise consultant to provide recommendations for mitigation of noise emanating from the operation of the summer garden seating area. Prior to making use of the summer garden seating area, Applicant shall implement all commercially reasonable recommendations made by the noise consultant.

3. HOURS OF OPERATION:

Sidewalk Café:

Sunday through Thursday: 8am – 11pm

Friday and Saturday: 8am-11:30pm

- At the time of the closing of sidewalk café closing, Applicant agrees the area will be shut down and completely vacated of customers. No more than one hour after sidewalk café closing, furniture shall be securely reconfigured for the evening making it inaccessible for seating.

Summer Garden:

Sunday-Thursday: 8am-11pm

Friday-Saturday: 8am-1am

- At the time of the closing of the summer garden, Applicant agrees the area will be shut down, and completely vacated of customers.

4. OUTSIDE AREAS:

A. Applicant shall erect no exterior signs or awnings visible from the exterior without prior approval from the appropriate regulatory agencies. Applicant shall abide by all laws and regulations with regards to signs, billboards, chalkboards or other marketing devices including leaflets on public space including those contained in the building code and in the public space regulations.

B. There shall be no entertainment, live music or recorded music on the sidewalk café area. There shall be no entertainment or live music in the summer garden area. Recorded music played softly as background music shall be permitted in the summer garden area so long as a maximum volume is established in consultation with nearby residents through sound checks and roofed/covering over the summer garden area is provided to ensure music, noise and vibrations do not rise above levels permitted in DC Code §25-725. Signs should be posted urging patrons to monitor their voice volume and to remember this is a residential neighborhood. Applicant shall install, and maintain in operational condition, security surveillance cameras in the outside seating areas to monitor activity during hours of operation and review in case of incidents.

C. Sidewalk café.

Applicant shall only serve patrons who are seated.

D. Summer Garden.

The summer garden will have standing room and some seating. It is the Applicant's intent to put in a fence, design elements, and a roof/covering of the area to be used by customers.

5. ENTERTAINMENT:

There will be no designated dance floor. Live music shall be limited to the playing of no more than three instruments (excluding vocalists) at any one time. If amplification devices, in addition to those sound checked pursuant to Section 2.B. above are to be used, Applicant must ensure that music, noise and vibrations from the establishment do not rise above levels permitted in DC Code §25-725. There will be no more than two live music/dee jay events per week.

6. TRASH/GARBAGE/RODENTS:

A. Applicant shall maintain trash/garbage removal service at least three times weekly or more if needed and see that the trash and dumpster area remains clean. Applicant shall deposit trash and garbage only in rodent-resistant dumpsters and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed.

B. Applicant will make every reasonable effort to eliminate accessible food sources for rodents and eliminate the rat population. Applicant will have professional extermination services under a preventative contract and provide exterminating services as needed. Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the dumpster nor dispose of them down the sink or other drains. Applicant shall request that its trash and recycling contractors pick trash and materials no earlier than 7:00 a.m. Applicant shall not store trash in front of the premises.

7. DELIVERIES:

Applicant shall make commercially reasonable efforts to assure that all deliveries to the premises are received after 10:00 am and will try to avoid deliveries being made from T Street.

8. REMOVAL OF BOTTLES:

Applicant agrees there will be no loud dumping of bottles from the establishment between the hours of 10:00 pm and 8:00 am, seven days a week.

9. NEIGHBRHOOD COURTESY:

Applicant should encourage patrons to be sensitive to the residential neighborhood and the necessity of quiet departure. Applicant will take necessary steps to control the noise

generated by the operation of any outdoor space to avoid disturbing nearby residents. Applicant will have extra precautions in place during predictably busy evenings and around closing times. Applicant will have trained security people when applicants deem necessary. Applicant's current intent is to at least have a trained employee to check identification and keep the peace on predictably busy nights. At all other times a manager or owner will be present to handle any security issues that could arise.

10. POINT OF CONTACT:

Applicant shall provide to ANC 1B the name and current contact information, including cell phone and email address, of one of the principal owners, and a manager who shall be available to respond to complaints or concerns.

11. HANDBILLS:

Applicant shall not make use of handbills or flyers in the marketing of its business.

12. QUEING:

Applicant shall not permit patrons to queue up for entry outside the premises, on T Street, NW

13. POINT OF ENTRY:

The front door of the premises on T Street shall be the point of entry to the establishment, and the Applicant shall not allow customers to exit the rear of the premises, except in the event of emergency, real or perceived.

14. MODIFICATION OF SETTLEMENT AGREEMENT:

This Agreement can be modified only by mutual agreement of the parties with the approval of the ABC Board for acceptance and enforcement, or as otherwise provided by law.

15. BINDING EFFECT:

This Settlement Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant during the term of the license to which this Settlement Agreement applies.

16. NOTICE AND OPPORTUNITY TO CURE:

In the event that any of the parties are in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within thirty days of the date of such notice. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or

hand delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt.

If to Applicant: AI's Market, LLC, 1346 T Street. NW, Washington, DC 20009

If to ANC 1B: 2000 14th Street N.W. Suite 100B, Washington, DC 20009

Wherefore, by the signing of the representatives of Applicant and ANC 1B, Applicant hereby agrees to aforementioned covenants and ANC 1B agrees to the issuance of the Class CT license to Applicant, provided that this Agreement is incorporated into the ABC Board's order issuing a Class CT license, the issuance of which is conditioned upon compliance with the Settlement Agreement.

Applicant:

Neighborhood Commission:

AI's Market, LLC t/a Compass Rose

ANC 1B:

By: Rose M. Previte
Rose Previte

By: [Signature]

Date Signed: 4/22/13

Name/Title: Tony Norman, Chair ANC
Date Signed: 4/24/13 1B