

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

In the Matter of:)
)
Moroc & Moroc, LLC)
t/a Yard and Toast)
)
Applicant for a New)
Retailer's Class CT License)
)
at premises)
1541-1543 7th Street, N.W.)
Washington, D.C. 20001)
)

Case No.: 16-PRO-00030
License No.: ABRA-102077
Order No.: 2016-529

Moroc & Moroc, LLC, t/a Yard and Toast (Applicant)

Alexander M. Padro, Vice Chairperson, Advisory Neighborhood Commission (ANC) 6E

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
Ruthanne Miller, Member
James Short, Member

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF ANC 6E'S PROTEST**

The Application filed by Moroc & Moroc, LLC, t/a Yard and Toast (Applicant), for a new Retailer's Class CT License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on May 23, 2016, and a Protest Status Hearing on July 27, 2016, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 6E have entered into a Settlement Agreement (Agreement), dated September 15, 2016, that governs the operation of the Applicant's establishment.

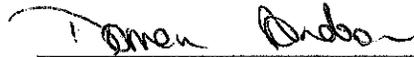
The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Vice Chairperson Alexander M. Padro, on behalf of ANC 6E, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 6E.

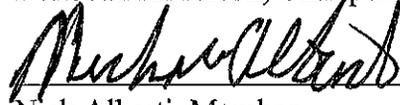
Accordingly, it is this 21st day of September 2016, **ORDERED** that:

1. The Application filed by Moroc & Moroc, LLC, t/a Yard and Toast, for a new Retailer's Class CT License, located at 1541-1543 7th Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 6E in this matter is hereby **WITHDRAWN**;
3. 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
4. Copies of this Order shall be sent to the Applicant and ANC 6E.

District of Columbia
Alcoholic Beverage Control Board



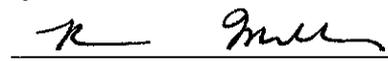
Donovan Anderson, Chairperson



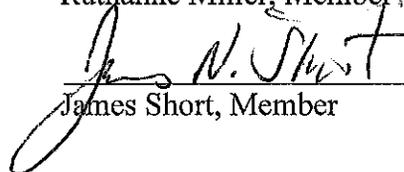
Nick Alberti, Member



Mike Silverstein, Member



Ruthanne Miller, Member



James Short, Member

Pursuant to D.C. Official Code § 25-433(d)(1), 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.

Also, pursuant to section 11 of the District of Columbia Administrative Procedure Act, Pub. L. 90-614, 82 Stat. 1209, D.C. Official Code §2-510 (2001), and Rule 15 of the District of Columbia Court of Appeals, any party adversely affected has the right to appeal this Order by filing a petition for review, within thirty (30) days of the date of service of this Order, with the District of Columbia Court of Appeals, 430 E Street, N.W., Washington, D.C. 20001; (202/879-1010). However, the timely filing of a Motion for Reconsideration pursuant to 23 DCMR §1719.1 (2008) stays the time for filing a petition for review in the District of Columbia Court of Appeals until the Board rules on the motion. See D.C. App. Rule 15(b) (2004).

THIS SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“AGREEMENT”) is made on this 15th day of September, 2016 by and between Moroc & Moroc, LLC t/a Yard and Toast, ABRA License #101636 (“Applicant”) and Advisory Neighborhood Commission 6E (“ANC 6E”), collectively “the Parties”.

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WHEREAS, Applicant has applied for a Class CT license for a premises located at 1541 7th Street, N.W., Washington, D.C. (“the Establishment”);

WHEREAS, the Parties are desirous of entering into a Settlement Agreement pursuant to D.C. Official Code § 25-446 governing certain aspects of the operation and maintenance of the Establishment in such a manner as to minimize the potential for negative effects of the Establishment on the surrounding neighborhood; and

WHEREAS, in lieu of contested proceedings before the Alcoholic Beverage Control Board (“ABC Board”), the Parties agree to enter into this Agreement and request that the ABC Board incorporate the terms of this Agreement into the ABC License to be issued.

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. *Nature of the Business.* The Applicant will operate and manage a Class CT tavern with an interior occupancy of 180 seats and a summer garden on the rooftop with exterior occupancy of 66 seats. The maximum number of patrons allowed on the summer garden shall be the number of seats on the Establishment’s Certificate of Occupancy.
3. *Hours of Operation/Entertainment.*
 - a. The Applicant’s hours of operation and hours of sale and service of alcohol in the interior of the Establishment shall be:

Sunday	7:00 a.m. to 12:00 a.m.
Monday to Thursday	7:00 a.m. to 2:00 a.m.
Friday and Saturday	7:00 a.m. to 3:00 a.m.

Provided, however: (1) On days designated by the ABC Board as “extended hours for ABC Establishments,” Applicant may serve alcoholic beverages for one additional hour; (2) In the event the Council of the District of Columbia or the ABC Board grant licensees generally extended operating hours for particular dates, holidays or events, Applicant may avail itself of such extended hours; and, (3) On January 1 of each year,

Applicant may operate and serve alcoholic beverages until 4 a.m.

- b. Applicant's hours of operation and hours of sale and service of alcohol on the summer garden/rooftop of the Establishment shall be:

Sunday through Thursday 10:00 a.m. to 10:30 p.m.

Friday and Saturday 10:00 a.m. to 12:00 a.m.

- c. Applicant may offer entertainment in the interior of the Premises, including trivia, bingo, comedy, karaoke, DJ and private events; provided that there will be no amplified or acoustic music on the summer garden/rooftop except for noise cancelling sounds. There shall not be a dance floor in the Establishment, except for one (1) private event per month hosted in the interior of the Establishment, totaling twelve (12) private events per calendar year.

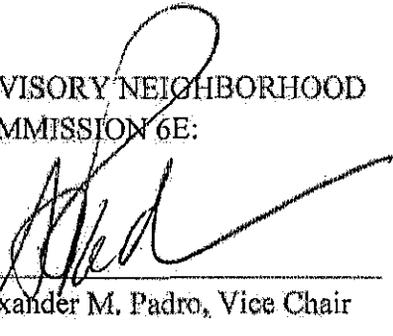
4. *Noise.* Applicant agrees to comply with all noise-control provision of the District of Columbia's law and regulations, including preventing the emission of sound, capable of being heard outside of the Premises, in accordance with D.C. Code 25-725. Applicant will undertake such measures as are reasonable to preclude unreasonable disturbances to occupants of the adjacent properties, such as the emanation of excessive noise or vibrations from the Establishment. During times when entertainment is offered at the Establishment, Applicant agrees to keep doors and windows closed, other than when required for the ingress/egress of patrons and servers between the interior and exterior serving areas. In the event the Establishment receives any noise complaints from the adjacent neighbors or the ANC, the Applicant will promptly take all reasonable measures to abate any noise disturbances affecting the neighborhood and shall provide the contact information for the Establishment's general manager to ANC 6E once the Establishment opens for business.

5. *Exterior of Establishment.* The exterior of the Premises, including the summer garden/rooftop, shall be maintained in a neat, clean and orderly manner.

6. *Trash and Recycling.* Applicant will contract with a trash and recycling contractor to provide sealable containers for trash, food waste and recycling designed to prevent rodent intrusion, and further agrees to keep the container closed and sealed at all times when waste is not being disposed. Applicant agrees to refrain from disposing all recyclable materials (especially glass bottles and cans) and trash in the back alley behind the Establishment between the hours of 9:00 p.m. to 9:00 a.m., and trash collection shall likewise not be conducted during said hours, however, this prohibition shall not in any way limit Applicant's trash pick-up service on 7th Street, N.W.

7. *Incorporation of Agreement into License.* The parties request that the ABC Board enter an order approving Applicant's license application subject to the terms of this Agreement.

ADVISORY NEIGHBORHOOD
COMMISSION 6E:

By: 
Alexander M. Padro, Vice Chair

MOROC & MOROC, LLC
t/a YARD & TOAST:

By: 
Gerry Coates, Managing Member