

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

In the Matter of:)
Parc Deux Restaurant Partners, LLC)
Applicant for a New)
Retailer's Class CR License) License No. ABRA-088243
at premises) Order No. 2012-097
1601 14th Street, N.W.)
Washington, D.C. 20009)
)

Parc Deux Restaurant Partners, LLC (Applicant)

Michael Benardo, Chairperson, Advisory Neighborhood Commission (ANC) 2F

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Calvin Nophlin, Member
Mike Silverstein, Member
Jeannette Mobley, Member

ORDER ON VOLUNTARY AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Parc Deux Restaurant Partners, LLC, Applicant for a new Retailer's Class CR license, located at 1601 14th Street, N.W., Washington, D.C., and ANC 2F have entered into a Voluntary Agreement (Agreement), dated February 1, 2012, 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 Michael Benardo, on behalf of ANC 2F, are signatories to the Agreement.

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Accordingly, it is this 14th day of March, 2012, **ORDERED** that:

1. The above-referenced Voluntary Agreement submitted by the Parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modifications:

Section 3 (Hours of Operation) – The following sentence shall be added: “The parties agree that all requested changes must be approved by the Board.”

Section 5 (Sidewalk Café) – The following sentence shall be added: “The parties agree that all requested changes must be approved by the Board.”

Section 11 (Complaint Log) – The following sentence shall be modified to read as follows: “Applicant shall make the complaint log available to the Board for inspection and copying upon reasonable advance request.”

Section 12 (Agreement Available Upon Demand) – The following sentence shall be modified to read as follows: “A copy of this Agreement shall be kept on the premises and made available to law enforcement officers and Alcoholic Beverage Regulatory Administration inspectors immediately upon request.”

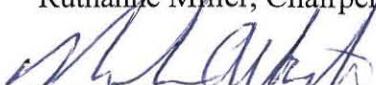
The parties have agreed to these modifications.

2. Copies of this Order shall be sent to the Applicant and ANC 2F.

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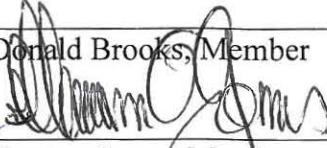
District of Columbia
Alcoholic Beverage Control Board

Ruthanne Miller, Chairperson

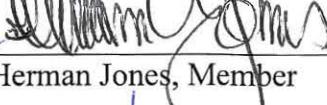


Nick Alberti, Member

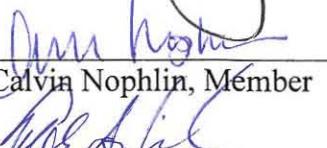
Donald Brooks, Member



Herman Jones, Member



Calvin Nophlin, Member



Mike Silverstein, Member



Jeannette Molley, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), any Party adversely affected by this Order may file a Motion for Reconsideration within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14th Street, N.W., Suite 400S, Washington, D.C. 20009.

VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT ("Agreement") is made on this 1st day of February, 2012, by and between Parc Deux Restaurant Partners, LLC ("Applicant") and Advisory Neighborhood Commission 2F ("ANC 2F").

RECITALS

(a) Applicant has applied for a Retailer Class CR License (the "License") for a business establishment ("Establishment") located at [601 14th Street, NW, Washington, D.C. (the "Premises")]; and,

(b) Applicant desires to cooperate with the ANC in order to mitigate concerns related to the potential impact of operation of the Establishment on the surrounding community; and,

(c) The Parties wish to enter into a Voluntary Agreement pursuant to D.C. Official Code § 25-446 to address such concerns:

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 manage and operate a restaurant with an emphasis on food providing lunch, brunch and dinner menu service. At present, Applicant does not offer breakfast, but reserves the right to do so without further amendment of this Agreement. Any change from this model shall require prior approval by the ABC Board.

3. Hours of Operation. Applicant's hours of operation shall not exceed the following:

Sunday – Thursday	8:00 a.m. – 1:00 a.m.
Friday - Saturday	8:00 a.m. – 1:45 a.m.

The hours of operation of the Applicant's sidewalk café shall be limited to:

Sunday - Thursday	8:00 a.m. - 11: ⁰⁰ ₃₀ p.m.	<u>85</u>
Friday - Saturday	8:00 a.m. - 12: ⁰⁰ ₃₀ p.m.	<u>5</u>

If, however, the Applicant operates a sidewalk café that is fully enclosed -- such that noise from the sidewalk café does not exceed noise from the interior of the Establishment -- the hours of operation of the enclosed sidewalk café may be the same as the remainder of the Establishment.

It is understood that upon expiration of the above hours of operation, no patron may remain on the Premises (interior or exterior, as the case may be).

Provided, however, that (a) on days designated by the ABC Board as "Extended Hours for ABC Establishments" or "Daylight Savings Time Extension of Hours" Applicant may operate for one additional hour (that is, one hour later); (b) in the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours (such as for Inauguration), Applicant may avail itself of such extended hours; and (c) on January 1 of each year Applicant may operate until 4:00 a.m.

4. Floors Utilized and Occupancy. The Applicant will provide seating and service to customers on the ground floor of the building (*i.e.*, located at street level). The Establishment's seating and occupancy shall not exceed the lesser of the maximum capacity allowed for the building by the District of Columbia or 194 patrons.

5. Sidewalk Café. The Applicant may have outside seating in accordance with a sidewalk café endorsement to its ABC license and a duly-issued public space permit, and may serve alcoholic beverages to seated patrons in such area, provided, the total capacity for such summer garden shall not exceed 102 seats. Applicant shall direct its employees to inspect the summer

garden area regularly. As noted, if the Establishment entirely encloses the sidewalk café such that no greater amount of noise emanates from the sidewalk café than the interior of the Establishment, the hours of operation of the café may be coextensive with the hours of the interior of the Establishment.

6. Noise. Applicant shall adhere to DC Code 25-725 with respect to emanation of noise from the Establishment. Except for New Year's Eve, no live entertainment or dancing will be offered when the Establishment is open to the general public. Entertainment and dancing may be permitted when the entire Establishment is booked by a single entity or person for a private function not advertised or open to the general public; provided that on any such private function occasions, music shall not be audible outside the premises. Applicant shall not install any exterior speakers to the Establishment, and agrees that no speakers will be installed in or in any way directed to the sidewalk café.

7. Public Space and Trash. Applicant shall keep the sidewalk (up to and including the curb), tree boxes and alley free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas twice daily for refuse and other materials. Applicant further agrees to hold all recyclable materials and perishable food waste within the building until the morning of the scheduled pick-up. The Applicant shall require its trash and recycling contractors to pick up trash and materials not earlier than 9:00 a.m. Applicant's employees shall not dispose of bottles or glass into trash containers or dumpsters in a manner which creates noise audible outside of the premises after 10:00 p.m. Applicant shall not install exterior public pay phones.

8. Rat and Vermin Control. Applicant shall provide ^{weekly} rat and vermin control for the Establishment.

9. Patrons. Applicant shall take reasonable steps to prevent its patrons from causing noise or disturbances in front of the establishment during the hours of operation and as they depart at closing.

10. Parking. Applicant shall endeavor to provide valet parking services for its patrons, at a reasonable fee, on such day and at such times as Applicant determines that there exists a customer demand for valet parking.. At times when valet parking is offered, the Applicant will ensure that the valet service does not park vehicles on public streets; the valet is required to park all vehicles (including any personal vehicles driven by the valet staff) in private facilities. Applicant shall maintain a website that prominently features information on public transportation accessibility, nearby parking facilities, and the Establishment's valet service.

11. Complaint Log. The Establishment's website will prominently feature the name and contact information for an individual to which any comments about the operation of Establishment may be addressed. The Applicant shall maintain a log for every complaint lodged with the Establishment for any issue relating to this Agreement, including, but not limited to, complaints of noise, parking congestion, traffic congestion, security, trash, rodents, and/or operating hours. The log shall include, for each separate complaint, to the extent provided by any such complainant, the name of the complainant, the date of the complaint, any contact information provided by the complainant, the nature of the complaint, and the response taken by the Applicant or the Establishment. Every complaint shall be kept on file in the complaint log for a minimum of three years from the date on which the complaint was made. Applicant shall make the complaint log available to ANC 2F for inspection and copying upon reasonable advance request.

12. Agreement Available Upon Demand. A copy of this Agreement shall be kept on the premises and made available to any person, including but not limited to, patrons, community residents, law enforcement officers, Alcohol Beverage Regulatory Administration inspectors or other officials or ANC2F Commissioners, immediately upon request.

13. Compliance with ABRA Regulations. Applicant shall abide by applicable Alcoholic Beverage Administration (ABRA) regulations regarding ownership of the License.

14. Participation in the Community. Applicant is encouraged to send a representative from time to time to ANC 2F meetings. ANC 2F meetings occur on the first Wednesday of each month at 7:00 p.m. at the Washington Plaza Hotel, 10 Thomas Circle, NW, Washington, DC 20005.

15. License Ownership. Applicant agrees not to transfer or sell the license to any other entity before obtaining approval from the Alcohol Beverage Control Board. Applicant agrees to specifically notify any prospective transferee, assignee, or contractee of the existence of this Agreement and to provide them with a copy.

16. Binding Effect. This Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant.

17. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

18. Notice and Opportunity to Cure. In the event that either party believes that the other materially breached any obligations under this Agreement, such party shall give written notice to the other of the existence of the breach and the specific nature thereof. The party alleged to be in breach shall have thirty (30) days from the receipt of notice to cure the alleged breach (or if the

breach shall relate to excessive noise or disturbance, such shorter period as may be reasonable under the circumstances to restore peace, order and quiet). If the breach is not cured within the notice period—or, with respect to a breach which reasonably requires more than thirty (30) days to cure, efforts to cure the breach have not been commenced—failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-447. In the case of a continuing violation, no notice or opportunity to cure need be provided for subsequent violations of this Agreement, following the initial provision of notice. Any notices required to be made under this Agreement shall be in writing and sent either via e-mail or U.S. mail, postage prepaid, to the parties to this Agreement at the addresses below. Notice shall be deemed given as of the time of receipt or refusal of receipt.

If to Applicant: Parc Deux Restaurant Partners, LLC
134 Market Street
Philadelphia PA 19106
Attn: Bradlee Bartram
Bradlee.bartram@starr-restaurant.com
Attn: Melissa MacLeod
Melissa.macleod@starr-restaurant.com

With a copy to:

Mallios & O'Brien LLP
2600 Virginia Avenue, N.W.
Suite 1112
Washington, D.C. 20037
Attn: Stephen J. O'Brien, Esq.
T 202.625.7700
F 202.625.7706
Email: sobrien@malliosobrien.com

If to Protestant: Advisory Neighborhood Commission 2F
5 Thomas Circle, NW
Washington, DC 20005
T 202.667.0052
F 202.667.0053

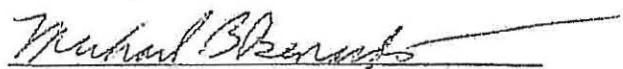
With a copy by email to: anc2f@starpower.net

Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall
be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement
action.

PROTESTANT:

ADVISORY NEIGHBORHOOD COMMISSION 2F

By:

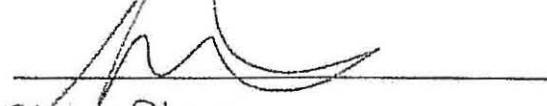


Michael Benardo, *Chairman*

APPLICANT:

PARC DEUX RESTAURANT PARTNERS, LLC

By:



Stephen Starr, *Member*