

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

<b>In the Matter of:</b>	)	
	)	
Midtown Café, LLC	)	
t/a Midtown Café	)	
	)	
Applicant for a New	)	Case No. 10-PRO-00125
Retailer's Class CR License	)	License No. ABRA-085343
	)	Order No. 2011-015
at premises	)	
1639 Wisconsin Avenue, N.W.	)	
Washington, D.C. 20007	)	

Midtown Café, LLC, t/a Midtown Café ("Applicant")

Ronald Lewis, Chairperson, Advisory Neighborhood Commission (ANC) 2E

Jennifer Altemus, President, on behalf of Citizens Association of Georgetown

**BEFORE:** Charles Brodsky, Chairperson  
Mital M. Gandhi, Member  
Nick Alberti, Member  
Donald Brooks, Member  
Herman Jones, Member  
Calvin Nophlin, Member  
Mike Silverstein, Member

**ORDER ON VOLUNTARY AGREEMENT AND  
WITHDRAWAL OF PROTESTS**

The official records of the Alcoholic Beverage Control Board (Board) reflect that Midtown Café, LLC, t/a Midtown Café (Applicant), filed an Application for a new Retailer's Class CR License located at 1639 Wisconsin Avenue, N.W., Washington D.C.; Ronald Lewis, on behalf of ANC 2E; and Jennifer Altemus, on behalf of Citizens Association of Georgetown, have entered into a Voluntary Agreement, dated December 15, 2010, setting forth the terms and conditions that govern the operation of the Applicant's establishment.

The Agreement has been reduced to writing and has been properly executed and filed

**Midtown Café, LLC**  
**t/a Midtown Café**  
**Case No. 10-PRO-00125**  
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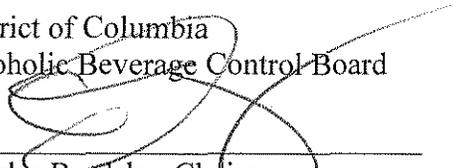
with the Board. The Applicant; Ronald Lewis, on behalf of ANC 2E; and Jennifer Altemus, on behalf of Citizens Association of Georgetown, are signatories to the Agreement. This Agreement constitutes a withdrawal of the Protest filed by ANC 2E and Citizens Association of Georgetown of this Application.

Accordingly, it is this 12<sup>th</sup> day of January 2011, **ORDERED** that:

1. The Application filed by Midtown Café, LLC, t/a Midtown Café (“Applicant”), for a new Retailer’s Class CR license located at 1639 Wisconsin Avenue, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 2E and Citizens Association of Georgetown in this matter is hereby **WITHDRAWN**;
3. The above-referenced Voluntary Agreement submitted by the Parties to govern the operations of the Applicant’s establishment are **APPROVED** and **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Applicant; Ronald Lewis, on behalf of ANC 2E; and Jennifer Altemus, on behalf of Citizens Association of Georgetown.

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District of Columbia  
Alcoholic Beverage Control Board



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Charles Brodsky, Chairperson

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Mital M. Gandhi, Member



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Nick Alberti, Member



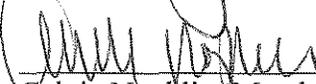
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Donald Brooks, Member



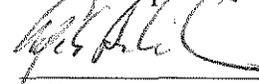
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Herman Jones, Member



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Calvin Nophlin, Member



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Mike Silverstein, 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, 1250 U Street, N.W., Third Floor, Washington, DC 20009.

## VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT ("Agreement") is made by Midtown Café, LLC (the "Applicant"), Advisory Neighborhood Commission 2E (the "ANC"), and the Citizens Association of Georgetown ("CAG").

### RECITALS

WHEREAS, the Applicant has applied to the District of Columbia Alcoholic Beverage Control Board ("ABC Board") for a Class "CR" restaurant alcoholic beverage license as defined in D.C. Code § 25-101(43) for the property located at 1639 Wisconsin Avenue, N.W. in the Georgetown Historic District (the "Establishment");

WHEREAS, the ANC represents the residents and taxpayers within its boundaries and wishes to insure that no establishment that sells alcoholic beverages will adversely affect the health, safety and quality of life in the surrounding community;

WHEREAS, CAG represents residents within Georgetown and wishes to insure that no establishment that sells alcoholic beverages will adversely affect the health, safety and quality of life in the surrounding community;

WHEREAS, the parties desire to enter into a Voluntary Agreement commemorating certain understandings regarding the Applicant's operational plans for the Establishment.

NOW, THEREFORE, in consideration of the premises above recited, and the covenants and promises set forth below, the parties agree as follows:

- Incorporation of Recitals.** The Recitals set forth above are incorporated herein by this reference as substantive provisions of this Agreement.
- Exterior Service and Occupancy.** The Establishment has a Summer Garden with a maximum occupancy of 18 seats/patrons.

At all times, the Summer Garden seating area shall have a set back from the rear property line of at least 12 feet. The set back area shall contain shrubs, plants and other foliage designed to block the transmission of sound and light to the neighboring rear property. All lighting shall be directed downward and away from the rear property line. The Applicant expressly agrees that there shall

be no permanent, temporary, stationary or other bar service set-up in the Summer Garden.

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ALCOHOLIC BEVERAGE  
REGULATION ADMINISTRATION

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3. **Entertainment, Music, and Related Issues.** The Establishment will not advertise, market or promote dancing, live music or entertainment at the Establishment. Exterior windows and doors in the rear of the Establishment shall be closed when amplified or live music is being played inside, except as necessary for persons to enter and exit the Establishment. No music will be played outdoors in the Summer Garden at any time. No music of any kind or other form of entertainment occurring in the interior seating area shall be audible in any residence.

Applicant shall not cede control of access to the Establishment premises to any promoter or other third party, and there shall be no cover charges imposed to enter the Establishment.

4. **Hours of Operation.** The Applicant shall not exceed the following hours of operation for the Establishment:

Interior: Sunday -Thursday: 8 a.m. to 11 p.m.  
Friday - Saturday: 8 a.m. to 12 Midnight

Summer Garden: 7 days a week, 11 a.m. to 10:00 p.m.

All patrons must vacate the Establishment, including the Summer Garden, by the closing times noted above.

5. **Conflicts.** In the event of a conflict between the terms of this Agreement and the Establishment's Entertainment Endorsement, the terms of this Agreement shall control.

6. **Community Cooperation.** The parties to this Agreement agree to work together to resolve matters of community concern relating to the Establishment. To this end, the parties agree that each will notify the other as soon as reasonably possible of any complaint about the Establishment and attempt a cooperative resolution of such complaint as the first recourse. Notwithstanding the foregoing, nothing herein shall preclude the ANC or CAG from contacting an ABRA enforcement official or the District of Columbia police to promptly report a complaint concerning the Establishment. In addition to the foregoing, H. Bartow Farr, who is the owner and resident of the abutting residential property located at 1602 Caton Place, N.W., Washington, D.C. 20007 has the authority by law to report violations of this Agreement to an ABRA enforcement official or the District of Columbia police, and the parties recognize

that Paragraphs 2, 3 and 4 of this Agreement are for the protection and benefit of Mr. Farr and as such he may take appropriate enforcement action with respect to these specific terms.

7. **Final Agreement.** This Agreement shall constitute the only agreement between the parties, except to the extent it might be modified, in writing, in the future.

Executed this 15<sup>th</sup> day of December, 2010

**APPLICANT**  
**Midtown Café, LLC**

By: Mohammad Yaganeh  
**Mohammad Yaganeh**

RECORDED  
2010 DEC 21 P 3:25  
DISTRICT OF COLUMBIA  
OFFICE OF THE CLERK OF THE SUPERIOR COURT  
REGISTRATION DIVISION

**ADVISORY NEIGHBORHOOD COMMISSION 2E**

BY: Ronald Lewis  
**Ronald Lewis, Chairman, ANC 2E**

**CITIZENS ASSOCIATION OF GEORGETOWN**

BY: Jennifer Altemus  
**Jennifer Altemus, President**



VERITAS

Veritas Licensing & Legislative Affairs

Andrew J. Kline\* Director

Terry Brennan License Administrator

Jes Julius Executive Assistant

December 21, 2010

**VIA E-MAIL AND HAND DELIVERY**

Thea D. Davis  
Assistant Attorney General  
Office of the General Counsel  
Alcoholic Beverage Regulation Administration  
1250 U Street, N.W., 3rd Floor  
Washington D.C. 20009

**RE: Midtown Café, LLC t/a Midtown Café  
1639 Wisconsin Avenue, NW;  
Voluntary Agreement with ANC 2E and CAG**

Dear Thea:

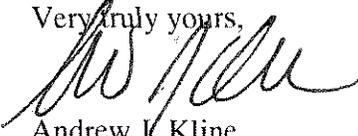
The parties in connection with the above-captioned matter have entered into a Voluntary Agreement. Enclosed please find a fully executed Voluntary Agreement signed by Mohammed Yaganeh on behalf of the Applicant, Ronald Lewis on behalf of Advisory Neighborhood Commission 2E, and Jennifer Altemus on behalf of Citizens Association of Georgetown. With the execution and filing of a Voluntary Agreement, there is no longer a need for the parties to appear for the protest hearing currently scheduled for January 5, 2010. Please confirm that this matter will be removed from the Board's calendar and that the Agreement will be placed on their administrative agenda for approval.

Upon issuance of a Board order approving the Voluntary Agreement and completion of the Applicant's construction, we will work with ABRA staff in order to have the Class CR license issued to the Applicant.

Do not hesitate to contact me if you need further information in connection with this matter.

Best Wishes this holiday season.

Very truly yours,



Andrew J. Kline

AJK/jrj

Encl.

cc: Julie Dymowski, Esq.  
Ron Lewis, ANC 2E  
Jennifer Altemus, CAG  
Mohammed Yaganeh  
Terry Brennan (interoffice)  
All via e-mail/all w/encl.

\*A non-lawyer representative providing representation before DC departments and agencies as permitted by statute or agency rule.