

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

In the Matter of:)	
)	
Cornerstone Bar Group, LLC)	
t/a The Pub and the People)	
)	
Applicant for a New)	
Retailer's Class CT License)	License No. ABRA-094089
)	Order No. 2014-261
at premises)	
1648 North Capitol Street, N.W.)	
Washington, D.C. 20001)	
)	

Cornerstone Bar Group, LLC, t/a The Pub and the People (Applicant)

Sylvia Pinkney, Chairperson, Advisory Neighborhood Commission (ANC) 5E

Teri Janine Quinn, on behalf of Bloomingdale Civic Association

Debbie Moultry, on behalf of A Group of Five Individuals

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Mike Silverstein, Member
Hector Rodriguez, Member
James Short, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Cornerstone Bar Group, LLC, t/a The Pub and the People, Applicant for a new Retailer's Class CT license, located at 1648 North Capitol Street, N.W., Washington, D.C., ANC 5E, Bloomingdale Civic Association, and A Group of Five Individuals have entered into a Settlement Agreement (Agreement), dated April 15, 2014, 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; Chairperson Sylvia Pinkney and Commissioner Teri Janine Quinn, on behalf of ANC 5E; Teri Janine Quinn, on behalf of Bloomingdale Civic Association; and Debbie Moultry, on behalf of the Group of Five Individuals are signatories to the Agreement.

Accordingly, it is this 25th day of June, 2014, **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, except for the following modifications:

Section 3 (Trash Disposal and Storage) – The word “insure” shall be replaced for the word “ensure”.

Section 5 (Grease Traps) – The word “insure” shall be replaced for the word “ensure”.

Section 11 (Notice and Opportunity to Cure) – The third sentence shall be modified to read as follows: “If Applicant or the licensee fails to cure within the 10-day period (or, with respect to a breach which reasonably requires more than 10-days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for filing a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(e).”

Section 11– The fifth sentence shall be removed.

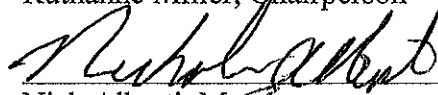
The parties have agreed to these modifications.

2. Copies of this Order shall be sent to the Applicant; ANC 5E; Teri Janine Quinn, on behalf of Bloomingdale Civic Association; and Debbie Moultry, on behalf of the Group of Five Individuals.

District of Columbia
Alcoholic Beverage Control Board



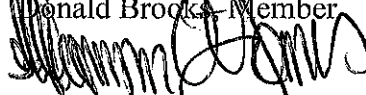
Ruthanne Miller, Chairperson



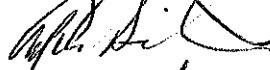
Nick Alberti, Member



Donald Brooks, Member



Herman Jones, Member



Mike Silverstein, Member



Hector Rodriguez, Member



James Short, 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.

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, 500 Indiana Avenue, N.W., Washington, D.C. 20001. However, the timely filing of a Motion for Reconsideration pursuant to D.C. Official Code § 25-433, 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).

SETTLEMENT AGREEMENT

ABRA-094089

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 15th day of April 2014, by and between, Cornerstone Bar Group, LLC, dba The Pub and the People ("Applicant"), and Advisory Neighborhood Commission 5E, Protest Group of 8 ("Group of 8") and Bloomingdale Civic Association, (collectively, the "Parties").

WHEREAS, Applicant has applied for a Retailer's Class "C" Class license for a business establishment ("Tavern") located at 1648 North Capitol Street, NW, Washington, D.C. 20001 ("Premises");

WHEREAS, Protestants -- the Advisory Neighborhood Commission 5E ("ANC 5E"), Group of 8, and Bloomingdale Civic Association -- filed or will file timely protests (the "Protest") against the issuance of the Applicant's license application pursuant to D.C. Official Code § 25-601(4), 601(2), and 601(3) respectively;

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board ("ABC Board") approve the Applicant's license application conditioned upon the Applicant's compliance with the terms of this written Agreement; and

WHEREAS, the Parties are desirous of entering into a settlement agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Tavern:

NOW, THEREFORE, in consideration of the recital 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 as a Tavern.
- 3. Trash Disposal and Storage:** Applicant shall make efforts in its control to insure that its waste management vendor collects all trash, garbage, bottles and other recyclables during the hours between 8:00 a.m. to 5:00 p.m at least three times each week. Further, Applicant shall insure that no glass bottles are deposited by staff into the outdoor recycle dumpster between the hours of 10:00 p.m. and 8:00 a.m., and that all trash is properly stored for the next daily pickup, as long as such action is not prohibited by D.C. Department of Health Code.
- 4. Rodent and Vermin Control:** Applicant shall engage a professional pest control company with baiting and other necessary services provided monthly and as needed so as to prevent infestation. Applicant shall provide rodent resistant dumpsters and shall see that the dumpster covers fit properly and remain fully closed except when trash, garbage or recyclables are being added or removed. Applicant shall ensure that the area around the dumpsters is kept clean at all times.
- 5. Grease Traps:** Applicant shall contract with a grease disposal company to maintain grease traps that comply with the D.C. Code and regulations, and to insure that grease containers are maintained within the Premises and that no grease escapes from the interior of the Premises.

- 6. Exterior Maintenance:** Applicant shall keep the sidewalk (up to and including the curb) and tree boxes free and clear of litter, bottles, cigarette butts and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas twice daily for refuse and other material.
- 7. Noise Control and Consideration of Residents:** Applicant recognizes that mitigating noise emanating from the Premises is of paramount importance to the Parties. Accordingly, applicant acknowledges familiarity with, and will comply with, applicable noise control provisions of District of Columbia law and regulations, including but not limited to D.C. Official Code § 25-725(a) and 20 DCMR § 2701.1. Consistent with ABRA's standard for investigating noise infractions, residents should not hear noise from the business within their homes. Applicant commits to work directly with its abutting neighbor to mitigate noise levels. Applicant shall not transmit music or other sounds generated by live entertainment to the outdoor premises. Applicant shall not have live entertainment in the sidewalk café and/or summer garden. Applicant shall operate its sidewalk café and/or summer garden with concern for avoiding excessive noise disruption to the adjacent residences. The Applicant shall post signs on the front and side of the building instructing customers to respect the noise level and peace of the neighborhood residents.
- 8. Hours of Operation/Liquor Sales/Occupancy -- Sidewalk Café/Summer Garden:** Applicant shall close its sidewalk and/or summer garden and cease all food and beverage/liquor sales and service by 11:00 p.m. weekdays - Sunday through Thursday, and by 12:00 a.m. on weekends - Friday and Saturday. Applicant shall take reasonable measures to ensure that no patrons remain in the sidewalk summer garden area after the closing time. In order to mitigate noise, Applicant shall incorporate potted plants, trees, green walls or other types of planting into the décor and specifically along the property line it shares with the residential neighbor to west of the premises, as long as doing so does not violate any other law.
- 9. Cover/Ticket Charge:** Applicant will be allowed to charge Cover/Ticket Charge up to 12 times per calendar year but not more than twice in a calendar month.
- 10. Security:** Applicant will provide security to monitor the alley located behind the establishment in efforts to prevent patrons from parking in the alley. Applicant will ensure to have adequate security and /or MPD for events that may require such.
- 11. Notice and Opportunity to Cure:** In the event that any of the parties is 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 urgent nature, related to noise, reasonable notice and opportunity shall provide for a cure within 10 days of the receipt of such notice. If Applicant or the licensee fails to cure within the 10-day period (or, with respect to a breach which reasonably requires more than 10-days to cure, fails to commence cure of such breach and diligently pursue such cure) failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be either 1) in writing and mailed via certified mail, return receipt requested, postage prepaid, or 2) both

Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be either 1) in writing and mailed via certified mail, return receipt requested, postage prepaid, or 2) both emailed to a pre-specified and agreed-upon email address and hand-delivered to the Applicant at the address noted below, provided that notice by hand delivery must be provided within 24 hours of the time of the notice by email. Hand delivery of notice to 1648 North Capitol, NW, must be personally delivered to the Manager on Duty at the time of in-person delivery. The Manager on Duty must accept the notice and provide a receipt that includes his or her name and position. Notice shall be deemed given as of the time of receipt or refusal of receipt; if notice is by email and hand delivery, notice shall be deemed given as of the earlier of: i) time of receipt of email is acknowledged by recipient or 24 hours after the email is sent, whichever is earlier, provided the email is not returned to the sender as undeliverable or ii) the date indicated on the receipt received from the Manager on Duty.

If to Applicant: **Cornerstone Bar Group, LLC**
1648 North Capitol Street NW
Washington D.C. 20001

With copy emailed to: [Email] mail@thepubandthepeople.com

If to Protestants: **Advisory Neighborhood Commission 5E***
Sylvia Pinkney, Chair
34 R Street, NE
Washington, D.C. 20002

Teri Janine Quinn, Single Member District 5E06 Commissioner
1708 2nd Street, NW
Washington, DC 20001

*Commissioners change from time to time. As such, verify the current names and contact information for the Chair of ANC 5E and the Single Member District 5E06 Commissioner by visiting www.anc5e.org or contacting the Office of Advisory Neighborhood Commissions by telephone, 202-727-9945; by email, oanc@dc.gov or visit www.anc.dc.gov.

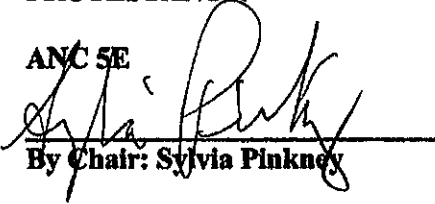
Bloomingdale Civic Association, Inc.
P.O. BOX 1438
Washington, D.C. 20013

Neighborhood Representative (Group of 8)
Debbie Moultry
4 R Street, NW
Washington, D.C. 20001

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

PROTESTANTS:

ANC 5E

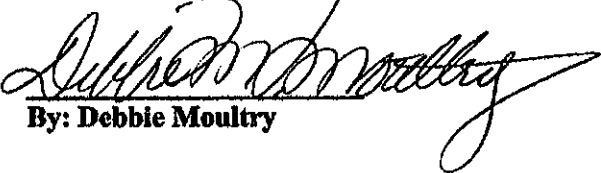

By Chair: Sylvia Pinkney


By 5E06 SMD Commissioner: Teri Janine Quinn

Bloomingdale Civic Association


By: Teri Janine Quinn

Neighborhood Representative (Group of 8)


By: Debbie Moultry

APPLICANT


By: Matthew Murphy

Title: Managing Partner