

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

In the Matter of:

DeSales Restaurant Group,
LLC t/a Parlay

Applicant for a New
Retailer's Class CT License

at premises
1827 M Street, N.W.
Washington, D.C. 20036

Case No. 14-PRO-00015
License No. ABRA-097074
Order No. 2015-242

DeSales Restaurant Group, LLC t/a Parlay (Applicant)

Noah Smith, Chairperson, Advisory Neighborhood Commission (ANC) 2B

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 AND WITHDRAWAL OF
PROTEST OF ANC 2B**

The Application filed by DeSales Restaurant Group, LLC t/a Parlay, for a new Retailer's Class CT License, was properly and timely protested by Advisory Neighborhood Commission (ANC) 2B pursuant to D.C. Official Code § 25-601 (2001).

The Board's official records reflect that the Applicant and ANC 2B (Parties) filed a Settlement Agreement (Agreement), dated February 24, 2015, on March 12, 2015, negating the need to appear for a Roll Call Hearing in accordance with D.C. Official Code § 25-601 (2001).

The Agreement governs the operations of the Applicant's establishment. It has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson Noah Smith, on behalf of ANC 2B are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 2B.

Accordingly, it is this 6th day of May, 2015, **ORDERED** that:

1. The Application filed by DeSales Restaurant Group, LLC t/a Parlay for a new Retailer's Class CT License, located at 1827 M Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 2B in this matter is hereby **WITHDRAWN**;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, except for the following modifications:
 - i. Clause 2, Nature of the Business, the last sentence should be amended to read as follows: "Any change from this model shall be of great concern to both Parties. The Parties acknowledge that any substantial change in operations requires prior approval by the ABC Board."
 - ii. Clause 4, the following language: "...shall be prohibited in excess of sixty (60) dB when measured at the property line or close to the property line as is practical ..." shall be removed in its entirety.
 - iii. Clause 7, the following sentence: "Applicant also specifically agrees to be the sole owner of the ABC license." shall be removed in its entirety.

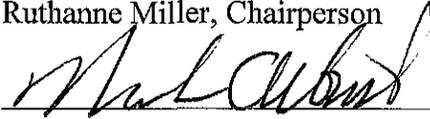
The Parties have agreed to these modifications.

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

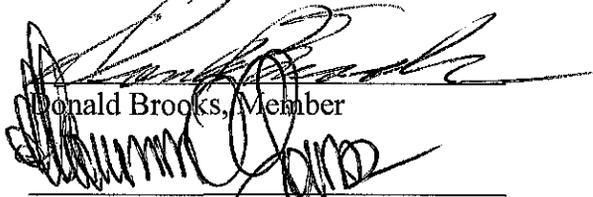
District of Columbia
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson

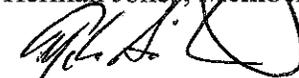


Nick Alberti, Member

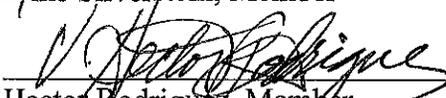


Donald Brooks, Member

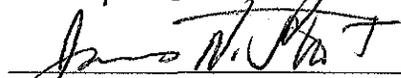
Herman Jones, Member



Mike Silverstein, Member



Hector Rodriguez, Member



James Short, Member

Pursuant to 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, Reeves Center, 2000 14th Street, N.W., 400S, Washington, D.C. 20009.

Also, pursuant to section 11 of the District of Columbia Administrative Procedure Act, Pub. L. 90-614, 82 Stat. 1209, District of Columbia 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 23 DCMR § 1719.1 (April 2004) 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).

MS

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 24 day of February, 2015 by and between DeSales Restaurant Group LLC t/a Parlay, License #097074 ("Applicant"), and Advisory Neighborhood Commission ("ANC") 2B ("ANC 2B"). ANC 2B is sometimes hereinafter referred to collectively as "Protestant."

WITNESSETH

WHEREAS, Applicant has applied for a substantial change to, License Number 097074, for its premises located at 1827 M Street, Washington, D.C. ("Premises");

WHEREAS, Protestant is ANC2B, in support of residents at the Jefferson Row Condominium, who filed a timely protest (the "Protest") against the issuance of the Applicant's license application pursuant to D.C. Official Code § 25-601(1) and 601(4), 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 Protestants have concerns about the noise created by the establishment and the potential for disturbing the peace and quiet of the neighborhood, trash removal, and for those reasons have each protested the application; and

WHEREAS, the parties desire to enter into this Settlement Agreement to resolve the protest upon the grounds hereinafter set forth.

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 Class C restaurant/ tavern with 99 seats and an entertainment endorsement. Any change from this model shall be considered by both Parties to be a substantial change in operation of great concern to residents and requires prior approval by the ABC Board

(MJ)

3. **Hours of Operation and Sales.** The Applicant's hours of operation shall be as follows:

Sunday through Thursday: 10:30 a.m. -- 2 a.m.,
Friday and Saturday: 10:30 a.m. -- 3 a.m.

The Applicant's hours for selling and serving alcohol shall be as follows:

Sunday through Thursday: 11:30 a.m. -- 2 a.m.,
Friday and Saturday: 11:30 a.m. -- 2:45 a.m.

The Applicant's hours of Live Entertainment shall be as follows:

Sunday through Thursday: 8 p.m. -- 2 a.m.
Friday and Saturday: 8 p.m. -- 2:30 a.m.

4. **Noise and Privacy.** Applicant acknowledges familiarity with the District of Columbia Noise Control Act of 1977 (Noise Control Act), as amended, and the noise control provisions of District of Columbia laws and regulations, in general, including but not limited to DC Code Section 25-725, and agrees to comply with such provisions as required by law. Applicant shall comply with Section 5(d)(3) of the D.C. Noise Control Act as it pertains to businesses and ensure that noise from all mechanical equipment (air-conditioning, refrigerator, heat pump, fan, other mechanical equipment regardless of location, and all music) shall be prohibited in excess of sixty (60)dB when measured at the property line or as close to the property line as is practical.
5. **Public Space and Trash.** Applicant shall keep the sidewalk (up to and including the curb), tree box(es), curb, and alley clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed. The Applicant agrees to label dumpsters that are utilized by the establishment. Applicant shall ensure that the area around the dumpsters is kept clean at all times. Applicant shall maintain regular trash removal, recycling and pest control services, including secure trash bins, and agrees not to deposit glass, cans or plastic in the dumpsters or other receptacles located in the rear of the premises in the rear of the premises between the hours of 11 p.m. and 8 a.m. to avoid disruptive sounds at those times. Applicant agrees that dumpsters shall be emptied after 8:00 a.m. on weekdays and 9:00 a.m. on weekends.
6. **Rear of the Building.** Applicant will keep the door leading to the back alley closed at all hours of operation, except when employees need to use it for business purposes (i.e. taking out trash or receiving a delivery). Neither ventilation nor air conditioning are permissible reasons to open the door leading to the back alley. Applicant shall not allow customers to exit the premises through the rear door to the alley and will not allow employees to congregate in the rear of the building.

MICHAEL JELENOWICH

7. **License Ownership and Compliance with ABRA Regulations.** Applicant promises to Protestants that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees, and agrees that Protestants shall have standing to ask the ABC Board to enforce any violations of the agreement. Applicant also specifically agrees to be the sole owner of the ABC license.

If to Applicant: DeSales Restaurant Group LLC
1827 M Street, N.W.,
Washington, DC 20036

If to Protestants: Dupont Circle ANC 2B
9 Dupont Circle, NW
Washington, DC 20036

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.

9. **Withdrawal of Protest.** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, Protestants shall withdraw the Protest.

PROTESTANT:

ANC 2B

NOAH SMITH, CHAIR
By: Printed Name

Noah Smith
Signature

APPLICANT:

FARLAY
Establishment's Name

MICHAEL JELENKOVICH, OWNER
By: Printed Name/ Title