

B. H. Lee

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

In the Matter of:)

Staccato Enterprises, Inc.)
t/a Staccato)

Application for a Retailer's Class)
CR License (substantial change and)
renewal))

at premises)
2006 18th Street, N.W.)
Washington, D.C.)

Case no. 50039-02/107P
2002-248

Andrew James Miscuk, Chairman, and Daniel R. Brody, ABC Committee, on behalf of the Advisory Neighborhood Commission 1C; Denis James, on behalf of the Kalorama Citizens Association; Karen Sasahara; Michael Ratney; Martin Tarratt; Ryan Haupt; Tara Haupt; and Ronald R. Ross, Protestants

James O'Brien, President, on behalf of the Applicant

BEFORE: Roderic L. Woodson, Esquire, Chair
Vera Abbott, Member
Charles Burger, Member
Laurie Collins, Member
Judy Moy, Member
Ellen Opper-Weiner, Esquire, Member
Audrey Thompson, Member

**ORDER ON WITHDRAWN OPPOSITION
AND VOLUNTARY AGREEMENT**

The substantial change application to allow for "live piano with amplified vocal and/or acoustic instrument accompaniment and light percussion" and the renewal application were protested. The substantial change application came before the Board on July 10, 2002, and the renewal application came before the Board May 22, 2002 in accordance with D.C. Official Code Section 23-601 (2000 Edition). The opposition of Andrew James Miscuk, Chairman, and Daniel R. Brody, ABC Committee, on behalf of the Advisory Neighborhood Commission 1C, Denis James, on behalf of the Kalorama Citizens Association, Karen Sasahara, Michael Ratney, Martin Tarratt, Ryan Haupt, Tara Haupt, and Ronald R. Ross was filed in a timely manner.

Staccato Enterprises, Inc.

t/a Staccato

Page two

The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the agreement, dated September 15, 2002, the protestants have agreed to withdraw the opposition, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

Accordingly, it is this 16th day of October 2002, **ORDERED** that:

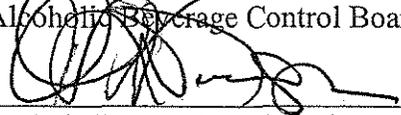
1. The opposition of Andrew James Miscuk, Chairman, and Daniel R. Brody, ABC Committee, on behalf of the Advisory Neighborhood Commission 1C; Denis James, on behalf of the Kalorama Citizens Association; Karen Sasahara; Michael Ratney; Martin Tarratt; Ryan Haupt; Tara Haupt; and Ronald R. Ross, is **WITHDRAWN**;

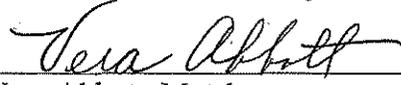
2. The substantial change application to allow for "live piano with amplified vocal and/or acoustic instrument accompaniment and light percussion" and the renewal application for Staccato Enterprises, Inc. t/a Staccato, retailer's class CR license at 2006 18th Street, N.W., Washington, D.C., are **GRANTED**;

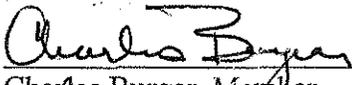
3. The above-referenced agreement between the parties, is **INCORPORATED** as part of this Order; and

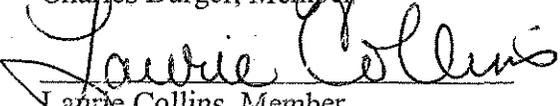
4. Copies of this Order shall be sent to the Protestants and the Applicant.

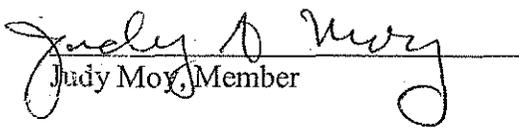
District of Columbia
Alcoholic Beverage Control Board


Roderic L. Woodson, Esquire, Chair


Vera Abbott, Member


Charles Burger, Member


Laurie Collins, Member


Judy Moy, Member

Staccato Enterprises, Inc.
t/a Staccato
Page three


Ellen Opper-Weiner, Esquire, Member


Audrey E. Thompson, Member

COOPERATIVE AGREEMENT CONCERNING
RENEWAL/SUBSTANTIAL CHANGE OF LICENSE
FOR SALE OF ALCOHOLIC BEVERAGES

AGREEMENT, made and entered into this 15th day of SEPTEMBER, 2002, by and between Staccato Enterprises, Inc., Trading as Staccato (hereinafter "Applicant"), and Advisory Neighborhood Commission 1C (hereinafter "ANC 1C"), the Kalorama Citizens Association, Karen Hideko Sasahara, Martin Tarratt, Ronald Ross, Ryan and Tara Haupt, and Michael Ratney (hereinafter collectively referred to as "Protestants"), witnesseth:

+ 02/207P

Whereas Applicant has filed Applications (Case No. 50039-02/077P) with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "ABC Board") for the renewal and substantial change of a Class CR License for the premises known as Staccato, located at 2006 18th Street, N.W., Washington, D.C.

Whereas Protestants have filed before the Board a protest opposing the granting of these Applications,

Whereas in recognition of the Board's policy of encouraging parties to a protest proceeding to settle their differences by reaching cooperative agreements, the Parties hereto desire to enter into a cooperative agreement whereby (1) Applicant will agree to adopt certain measures to address the Protestants' concerns and to include this Agreement as a formal condition of its Applications, and (2) Protestants will agree to the approval of the Application and withdrawal of the Protest provided that such Agreement is incorporated into the Board's order approving such Applications, which order is thereby conditioned upon compliance with such Agreement.

Whereas Applicant has recently taken or intends to take certain measures designed to ameliorate Protestants' concerns,

Now, therefore, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:

1. Hours of Operation:
 Sunday through Thursday - 6:00 pm to 12:30 am
 Friday and Saturday - 6:00 pm to 2:30 am
2. Seating Capacity:
 Seating capacity will not exceed 60 seats.

3. Acknowledgment of Noise Compliance Laws and Regulations:

Applicant acknowledges familiarity with and will comply with all applicable noise-control provisions of the District of Columbia laws and regulations, including preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with 23 DCMR 905. The doors and windows of the premises will be kept closed at all times during business hours when music is being played or a sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress to or egress from the premises.

4. Noise Abatement Measures:

Applicant, upon execution of this Agreement, will immediately install a second entry door and enclosed vestibule of sufficient quality to provide an effective noise barrier between the interior of the premises and the exterior of the premises. The fully enclosed vestibule will stand six (6) feet from the exterior door. The entire enclosure, including the ceiling, will be acoustically treated with the Owens-Corning Quiet-Zone™ Noise Control System, using 2 layers of Quiet-Zone Acoustic Batts, Quiet-Zone Wall Framing System with 2x6 Studs, and 2 layers of gypsum board, displayed on the Owens-Corning website as "resulting in a perceived noise reduction of 85%." All contours of the vestibule will be permanently sealed with neoprene strips or Quiet-Zone Acoustic Caulk, as appropriate, to eliminate any vibration or noise from being transmitted across the vestibule.

Applicant will further immediately install additional soundproofing devices over all windows and other appropriate locations susceptible to noise leakage as provided in this paragraph and, in addition, as advised in writing by a qualified soundproofing engineer. (A copy of such written advice shall be provided to any Protestant upon request.) At a minimum, (a) the five (5) windows above the bay windows will be permanently soundproofed with custom-fit SonexCLASSIC™ Acoustical Foam; (b) the frames of these acoustic panels will be designed to include a two-inch sound cavity between the SonexCLASSIC™ Acoustical Foam panels and the glass; and (c) these panels and window frames will also be sealed with neoprene strips or Quiet-Zone Acoustical Caulk, as appropriate, to further eliminate any vibration or noise from crossing the sound cavity.

Applicant will further immediately install such SonexCLASSIC™ Acoustical Foam on the north wall of the bay

window area to further dampen any vibration or noise in the front area of the establishment.

During live band performances, the bay window area will be outfitted with SonexCLASSIC™ Acoustical Foam panels. The frames for these acoustic panels will be designed to include a two-inch sound cavity between the SonexCLASSIC™ Acoustical Foam panels and the glass. These panels will also be sealed with neoprene strips or Quiet-Zone Acoustic Caulk, as appropriate, to further eliminate any vibration or noise from crossing the sound cavity.

All performance specifications for the materials referenced in this provision will be made available to all of the parties.

5. Live Music Performances

(a) No live music (other than as permitted by Applicant's current license) shall be performed at the establishment until all above soundproofing measures have been taken and completed.

(b) Applicant agrees that no horns, drums (except when played with open brushes), or cymbals (except when played with open brushes) will be used in the establishment. The parties acknowledge and agree that other percussion instruments such as acoustic piano may be played at an appropriate and legally permissible sound level.

6. Performers' Advisory:

In addition to Applicant's aforementioned obligation to soundproof said premises, all live performers performing on the said premises will be advised by the Applicant prior to booking of the Applicant's ongoing duty to preserve the tranquility of the neighborhood, and as such, all performers will be subject to the Applicant's noise restrictions, including but not limited to the reduction of volume as amplified through the Applicant's sound system, the performers' sound system, or any other device, up to and including the immediate cessation of further performance by any offending performer.

7. Exterior Patron Control:

Applicant will make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front, in the adjacent alley, or to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas quietly during business hours and at closing. Furthermore, Applicant will post a sign, for the public's view and for its patrons' view, stating its ongoing desire and sentiments to respect the peace and quiet of the

neighborhood and urging its patrons to leave the area quietly after 11 p.m.

8. Posting of Advertisements:

Applicant will not post any advertisements in any publicspace, including on lampposts, utility poles, vehicles, or any other location prohibited by applicable D.C. laws and regulations. Moreover, Applicant, prior to booking, will affirmatively notify each live performer and/or band, including any manager, promoter, or other person with whom Applicant deals in connection with such performer or band, that it shall not unlawfully advertise or promote its performances at Staccato in any public space.

9. Trash/Garbage/Rodents:

Applicant will continue to maintain regular trash garbage removal service, regularly remove trash from the trash and dumpster area, and ensure that the trash and dumpster area remain clean and free of any debris or materials that could provide a haven, nesting area, or breeding ground for rodents. Applicant will deposit trash and garbage only in rodent-proof dumpsters, and shall ensure that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant will make every reasonable effort to eliminate food sources for rodent and eliminate the rat population.

10. Sidewalk Maintenance:

Applicant will inquire with the City and with the sidewalk maintenance contractor, about the status of each party's progress with respect to repair work being done on the sidewalk area in front of the Applicant's premises. The Applicant and Protestants acknowledge that this matter is currently being handled by entities not affiliated with any of the Parties to this Agreement.

11. Bar/Pub Crawls:

Applicant agrees not to promote or participate in bar or pub "crawls" or "tours" or any similar promotion.

12. Modifications:

(a) This Agreement can be modified only by the ABC Board, or by mutual agreement of all the parties with the approval of the ABC Board. If Applicant desires to modify the terms of this Agreement, then prior to implementing the modifications, Applicant shall receive written agreement from ANC 1C after a majority of the Commissioners shall have voted in favor of the

modifications at a full public meeting, a quorum being present, and shall have obtained the ABC Board's approval.

(b) Upon a joint written request to the Applicant of (i) the ANC Commissioner representing the Single Member District in which the Applicant's establishment is located, and (ii) the Chairperson of either the ANC or the ANC Committee with jurisdiction over ABC matters, following a specific complaint that any percussion instrument has been used in violation of paragraph 3 or paragraph 5(b), the Applicant will agree to sign a modification of this Agreement to further enhance the restrictions on or to eliminate altogether the use of live percussion in the establishment. Such modification will be presented to the ANC for action and then, if recommended by the ANC, to the ABC Board for final approval.

13. Regulations:

In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulation.

14. Public Display:

Applicant agrees to keep a copy of the Cooperative Agreement in a readily accessible location behind the bar, to inform each ABC Manager employed by Applicant of the location of such copy, and to make such copy available to any person upon request.

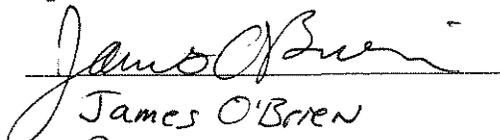
15. Withdrawal of Protest:

Protestants agree to the renewal and substantial change of Applicant's license and the withdrawal of their respective protests provided that this Cooperative Agreement is incorporated into the ABC Board's order granting the aforesaid Applications, which order is further conditioned upon compliance with such Cooperative Agreement.

APPLICANT:

Staccato Enterprises, Inc.

By:


James O'Brien
President

PROTESTANTS:

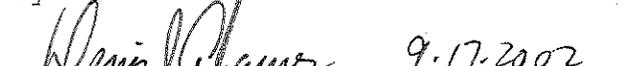
Advisory Neighborhood Comm'n 1C

By:


Andrew James Miscuk
Chairperson

Kalorama Citizens Association

By:

 9.17.2002
Dennis James, ABC Licensing Chair

Common

Grounds

for

Protest:

Karen Subina 9/15/02
 Karen Hideko

Sasahara

V. M. Tanaka
 Martin
Ronald 9/15/02
 Ronald

Tarratt

Ross

Ryan Haupt
 Ryan

Haupt

Tara Haupt
 Tara

Haupt

Michael Ratney 9/15/02
 Michael Ratney

Common

Grounds

for

Protest:

Karen

Hideko

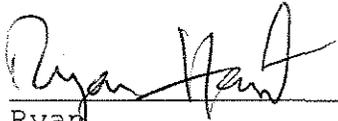
Sasahara

Martin

Tarratt

Ronald

Ross



Ryan

Haupt



Tara

Haupt

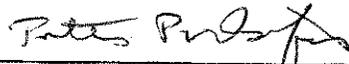
Michael Ratney

IN WITNESS WHEREOF, the parties have affixed hereunto their hands and seals on the
year and day first above-written.

SAN MARZANO, LLC

By: 
DAN JONES
BUSINESS OPERATIONS MGR.

ADVISORY NEIGHBORHOOD
COMMISSION

By: 
Chairperson