

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

**In the Matter of:** )  
 )  
Techno Excess, LLC )  
t/a Ababa Ethiopian Restaurant )  
 )  
Applicant for a New )  
Retailer's Class CR License )  
 )  
at premises )  
2106 18<sup>th</sup> Street, N.W. )  
Washington, D.C. 20009 )  
 )

Case No.: 16-PRO-00094  
License No.: ABRA-103289  
Order No.: 2016-642

Techno Excess, LLC, t/a Ababa Ethiopian Restaurant (Applicant)

Julie Seiwel, Commissioner, Advisory Neighborhood Commission (ANC) 1C

Denis James, President, Kalorama Citizens Association (KCA)

**BEFORE:** Donovan Anderson, Chairperson  
Nick Alberti, Member  
Mike Silverstein, Member  
James Short, Member  
Mafara Hobson, Member  
Jake Perry, Member

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

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The Application filed by Techno Excess, LLC, t/a Ababa Ethiopian Restaurant (Applicant), for a new Retailer's Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on October 3, 2016, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 1C, and KCA have entered into a Settlement Agreement (Agreement), dated November 2, 2016, that governs the operation of the Applicant's establishment.

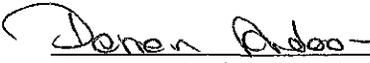
The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant; Commissioner Julie Seiwel, on behalf of ANC 1C; and Denis James, on behalf of KCA; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 1C and KCA of this Application.

Accordingly, it is this 9th day of November, 2016, **ORDERED** that:

1. The Application filed by Techno Excess, LLC, t/a Ababa Ethiopian Restaurant, for a new Retailer's Class CR License, located at 2106 18<sup>th</sup> Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protests of ANC 1C and KCA in this matter are hereby **WITHDRAWN**;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; and
4. Copies of this Order shall be sent to the Applicant, ANC 1C, and KCA.

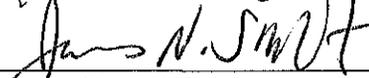
District of Columbia  
Alcoholic Beverage Control Board

  
\_\_\_\_\_  
Donovan Anderson, Chairperson

\_\_\_\_\_  
Nick Alberti, Member



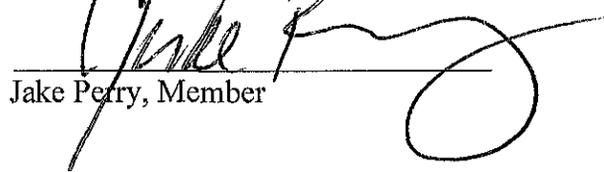
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Mike Silverstein, Member



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James Short, Member



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Mafara/Hobson, Member



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Jake Perry, Member

Pursuant to D.C. Official Code § 25-433(d)(1), 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 14<sup>th</sup> 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, 430 E Street, N.W., Washington, D.C. 20001; (202/879-1010). However, the timely filing of a Motion for Reconsideration pursuant to 23 DCMR §1719.1 (2008) 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) (2004).

**SETTLEMENT AGREEMENT CONCERNING  
ISSUANCE OF NEW LICENSE FOR ALCOHOLIC BEVERAGES**

**NEW AGREEMENT**, made this 2<sup>nd</sup> day of November, 2016, by and between Techno Excess, LLC, t/a Ababa Ethiopian Restaurant (hereinafter "Applicant"), Advisory Neighborhood Commission 1C (hereinafter "ANC 1C"), and the Kalorama Citizens Association (hereinafter "KCA"), witnesseth:

**Whereas**, Applicant has applied for a new class CR license (No 103289) to be located at 2106 18<sup>th</sup> st. NW, Washington DC,

**Whereas**, the parties desire to enter into an Agreement whereby applicant will agree to adopt certain measures to address concerns of ANC 1C and KCA and to include this Agreement as a formal condition of its application, and ANC 1C and KCA will agree to the approval of such license provided that such Agreement is incorporated into the Board's order approving such application.

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

**1. Nature of Establishment**

At all times, the Applicant shall operate with the primary purpose of food preparation and consumption. Applicant shall maintain a menu featuring, but not limited to, a selection of hot, cooked food items. Menus with food selections will be offered to patrons. The kitchen shall be staffed and maintained, open and operational, with cooked food menu items available at all times. Applicant shall keep on hand sufficient food supplies to fulfill menu items, with staff to serve them, at all times when the establishment is open for business. Applicant agrees to keep kitchen open for food service until one hour before closure, each night of operation.

**2. Entertainment**

The parties agree and acknowledge that Applicant has not applied for an Entertainment Endorsement on this license.

**3. Hours of Operation**

Sunday through Thursday: 10 am - 12 am

Friday and Saturday: 10 am – 1:45 am

It is understood between the parties that the 10:00 am opening time is not a requirement, but may be used at the discretion of the Applicant. ANC1C and KCA have no objection to the establishment operating until 4am each New Year's Eve, with proper board approval.

**4. Occupancy**

Interior capacity will not exceed the interior seating capacity as specified in the Certificate of Occupancy: 99.

**5. Noise**

Applicant acknowledges familiarity with and agrees to comply with all applicable noise-control provisions of District of Columbia law and regulations, including, but not limited to:

a.) Preventing emissions of sound, capable of being heard outside the premises, by any amplification device or other device or source of sound or noise, in accordance with D.C. Official Code section 25-725. Further, the Applicant agrees to abide by all relevant provisions of the D.C. Noise Control Act of 1977 (D.C. Law 2-53), including 20 DCMR, Chapters 27 and 28, as amended.

b.) 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.

c.) Applicant agrees not to place outside in the public space any loudspeaker, tape player, CD player or other similar device, or to place any inside speaker in such a way that it projects sound into the public space.

d.) Sound from inside will not be audible at surrounding residential housing areas.

#### **6. Trash/Garbage/Rodents**

a.) Applicant shall maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remains clean. Applicant shall deposit trash and garbage only in rodent-proof dumpsters, and shall see 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 rodents and help eliminate the rat population.

b.) Applicant agrees to segregate and recycle bottles and glass refuse from trash and agrees to make all reasonable efforts to minimize noise associated with the disposal of bottles and glass refuse in the outside trash dumpsters between the hours of 11:00 p.m. and 8:00 a.m.

c.) Applicant agrees not to place or cause to be placed any fliers, handbills or other similar advertisements in the public space, specifically on lampposts, street signs or any vehicle parked in the public space.

d.) Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the trash dumpsters.

#### **7. Exterior including public space**

a.) Applicant shall assist in the maintenance of the alleyway behind and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulations in these respects.

b.) Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front or to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas quietly at closing.

#### **8. Third Party Events**

Applicant agrees to operate the establishment under the terms of its license and will not rent out the establishment to third parties for events where the owner/manager is not present and managing the business.

**9. Bar/Pub Crawls**

Applicant agrees not to promote or participate in bar or pub "crawls", "tours", or similar events.

**10. Consideration of Neighbors**

Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees and patrons leaving the establishment to keep conversations and noise down from 11:00 p.m. to 7:00 a.m.

**11. Modification**

This Agreement can be modified only the ABC Board, or by mutual agreement of all the parties with the approval of the ABC Board. In the case of ANC 1C, any modification must be approved by a majority of the commissioners at a duly noticed public meeting, a quorum being present.

**12. Regulations**

In addition to the foregoing, Applicant shall operate in compliance with all applicable laws and regulations. Further, nothing in this Agreement shall preclude ANC or KCA from filing an objection to any request by the Applicant to the Board of Zoning Adjustment.

**13. Availability of Settlement Agreement**

Applicant agrees to keep available at all times a copy of this Agreement at its establishment and shall familiarize all employees with its conditions.

FOR Techno Excess, LLC,  
t/a Ababa Ethiopian Restaurant

Adem Kassaye (owner)

Please print name and title

[Signature] 10/11/2016  
Signature Date

[Signature]  
FOR ANC 1C 11-2-16

Julie Seiwel  
Commissioner ANC 1C01  
Chair ABC & Public Safety Committee

[Signature] 10.11.2016  
Signature Date

FOR KALORAMA CITIZENS ASSOCIATION



**Advisory Neighborhood Commission 1C**

PO Box 21009, NW, Washington, DC 20009

[www.anc1c.org](http://www.anc1c.org)

*Representing Adams Morgan*

**Commissioners:**

**Julie Seiwell (1C01)**

November 3, 2016

**Hector Huezo (1C02)**

**Ted Guthrie (1C03)**

Donovan Anderson  
Chairperson, Alcohol Beverage Control Board  
2000 14<sup>th</sup> Street NW, Suite 400S  
Washington, DC 20009

**Gabriela Mossi (1C04)**

**Alan Gambrell (1C05)**

**Billy Simpson (1C06)**

**Wilson Reynolds (1C07)**

**JonMarc Buffa (1C08)**

sent by attachment to email to [abra.legal@dc.gov](mailto:abra.legal@dc.gov)

Re: ABRA 103289  
Techno Excess, LLC, t/a Ababa Ethiopian Restaurant

Dear Chairperson Anderson:

At a duly noticed public meeting held on November 2, 2016, with a quorum of Commissioners present, ANC 1C passed a resolution approving the attached Settlement Agreement 6-0 with Ababa Ethiopian.

Sincerely,

Julie Seiwell  
ANC 1C ABC & Public Safety Committee Chair