

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

In the Matter of:	)	
	)	
Ventnor Group, LLC	)	
t/a Ventnor Sports Café	)	
	)	License No. ABRA-072529
Holder of a	)	Order No. 2015-420
Retailer's Class CR License	)	
	)	
at premises	)	
2411 18 <sup>th</sup> Street, N.W.	)	
Washington, D.C. 20009	)	

Ventnor Group, LLC, t/a Ventnor Sports Café (Applicant)

Ted Guthrie, Commissioner, Advisory Neighborhood Commission (ANC) 1C

Denis James, President, Kalorama Citizens Association (KCA)

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

**ORDER ON SECOND AMENDMENT TO SETTLEMENT AGREEMENT**

The official records of the Alcoholic Beverage Control Board (Board) reflect that Ventnor Group, LLC, t/a Ventnor Sports Café (Licensee), located at 2411 18<sup>th</sup> Street, N.W., Washington, D.C., ANC 1C, and KCA entered into a Settlement Agreement (Agreement), dated January 21, 2004, and a First Amendment to Settlement Agreement (First Amendment), dated July 1, 2009, that governs the operation of the Applicant's establishment.

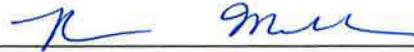
This matter comes now before the Board to consider the Parties' Second Amendment to Settlement Agreement (Second Amendment), dated August 5, 2015, in accordance with D.C. Official Code § 25-446 (2001).

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

Accordingly, it is this 9th day of September, 2015, **ORDERED** that:

1. The above-referenced Second Amendment to Settlement Agreement, dated August 5, 2015, submitted by the Parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
2. All terms and conditions of the original Settlement Agreement and the First Amendment, not amended by the Second Amendment, shall remain in full force and effect; and
3. Copies of this Order shall be sent to the Applicant, ANC 1C, and KCA.

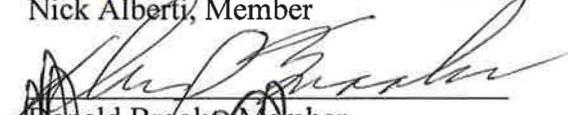
District of Columbia  
Alcoholic Beverage Control Board



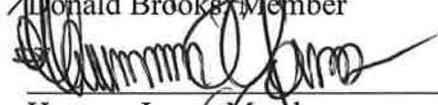
Ruthanne Miller, Chairperson



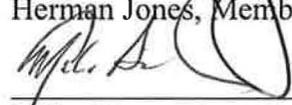
Nick Alberti, Member



Donald Brooks, Member

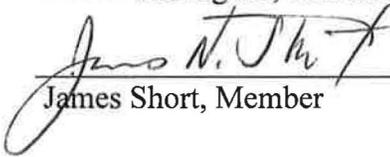


Herman Jones, Member



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 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).

**SECOND AMENDMENT TO SETTLEMENT AGREEMENT**

This second amendment to Settlement Agreement, agreed upon this 5<sup>th</sup> day of August, 2015, is by and between Ventnor Group, LLC, t/a Ventnor Sports Café [CR License Number 72529] 2411 18<sup>th</sup> Street, NW, Advisory Neighborhood Commission 1C (ANC 1C,) and the Kalorama Citizens Association (KCA).

This second amendment is made to previous Board-approved Settlement Agreements:

1. Application #50264 - 04/054P, 2004-18 (2-4-2004, EMW Cafe, Inc., DR License Number 50264); and
2. First amendment to Settlement Agreement, Board Order 2009-229, approved 9-9-2009, CR License Number 72529.

Additionally, there exists a separate Settlement Agreement involving this license and another party, approved 8-18-2010 by Board Order number 2010-440, resolving case #10-PRO-00053.

The sole purpose of this amendment is to provide for an opening time of 7 am to serve breakfast, 7 days a week. This amendment does not apply to the Summer Garden, for which the hours of operation shall remain unchanged. The parties understand that sale, service and consumption of alcohol beverages may not commence until 8 am, 7 days a week.

FOR VENTNOR GROUP, LLC

Scott Auslander  
Please Print Name and Title

Signature

Date

FOR ANC 1C

Ted Guthrie, Chair ABC/BB5/Comm  
Please Print Name and Title

Signature

Date

FOR KCA

Denis James 8.14.2015  
Denis James, President Date



## Advisory Neighborhood Commission 1C

PO Box 21009, NW, Washington, DC 20009

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

*Representing Adams Morgan*

**Commissioners:**

Julie Seiwel (1C01)

August 16, 2015

Hector Huezco (1C02)

Ted Guthrie (1C03)

Ms. Ruthanne Miller

Chairperson, Alcoholic Beverage Control Board

Gabriela Mossi (1C04)

2000 14th Street NW, Suite 400S

Alan Gambrell (1C05)

Washington, DC 20009

Billy Simpson (1C06)

Wilson Reynolds (1C07)

Re: ABRA 72529

JonMarc Buffa (1C08)

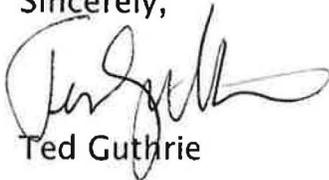
Ventnor Group, LLC, t/a Ventnor Sports Cafe

Dear Chairperson Miller:

At a duly noticed public meeting held on August 5, 2015, with a quorum of Commissioners present, ANC 1C passed a resolution to approve the attached Second Amendment to Settlement Agreement by a vote of 5-1.

Please advise us if any further actions are necessary.

Sincerely,



Ted Guthrie

Chair, ANC 1C ABC/Public Safety Committee

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

In the Matter of:	)	
	)	
Ventnor Group, LLC	)	
t/a Ventnor Sports Cafe	)	
	)	License No. 072529
Applicant for Renewal of a	)	Order No. 2010-440
Retailer's Class CR License	)	Case No. 10-PRO-00053
at premises	)	
2411 18th Street, N.W.	)	
Washington, D.C. 20009	)	

Ventnor Group, LLC, t/a Ventnor Sports Cafe, Applicant

Todd Canterbury, on behalf of A Group of Three or More Individuals

**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 PROTEST**

The official records of the Alcoholic Beverage Control Board (Board) reflect that Ventnor Group, LLC, t/a Ventnor Sports Cafe, (Applicant), has submitted an Application to Renew its Retailer's Class CR License, located at 2411 18th Street, N.W., Washington, D.C. The Applicant and Todd Canterbury, on behalf of the Group of Three or More Individuals, have entered into a Voluntary Agreement, dated August 10, 2010, setting forth the terms and conditions that govern the operation of the Applicant's establishment. This Agreement also constitutes a withdrawal of the Protest of this Application.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Todd Canterbury, on behalf of the Group of Three or More Individuals, are signatories to the Agreement.

**Ventnor Group, LLC**  
**t/a Ventnor Sports Cafe**  
**License No. 072529**  
**Case No. 10-PRO-00053**  
**Page 2**

Accordingly, it is this 18th day of August 2010, **ORDERED** that:

1. The Application filed by Ventnor Group, LLC, t/a Ventnor Sports Cafe (Applicant), for renewal of its Retailer's Class CR license located at 2411 18th Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protest 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, except that the first sentence in Section 2 shall read as follows:

"Applicant shall have an employee monitor the Summer Garden regularly when patrons are there."

The Parties have agreed to this modification.

4. Copies of this Order shall be sent to the Applicant and Todd Canterbury, on behalf of the Group of Three or More Individuals.

Ventnor Group, LLC  
t/a Ventnor Sports Cafe  
License No. 072529  
Case No. 10-PRO-00053  
Page 3

District of Columbia  
Alcoholic Beverage Control Board

\_\_\_\_\_  
Charles Brodsky, Chairperson



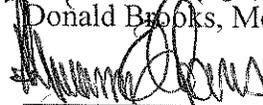
\_\_\_\_\_  
Mital M. Gandhi, Member



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



\_\_\_\_\_  
Donald Brooks, Member



\_\_\_\_\_  
Herman Jones, Member



\_\_\_\_\_  
Calvin Nophlin, Member



\_\_\_\_\_  
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.

## ALCOHOLIC BEVERAGE CONTROL LICENSE SETTLEMENT AGREEMENT

THIS ALCOHOLIC BEVERAGE CONTROL LICENSE SETTLEMENT AGREEMENT made and entered into this 10<sup>th</sup> day of August 2010 (the "Agreement"), by the Ventnor Group, LLC t/a Ventnor Sports Café, 2411 18<sup>th</sup> Street, NW ("Applicant") and Steven Spurlock, Todd Canterbury and David Orange ("Protestants").

### RECITALS

WHEREAS, Applicant is the holder of a Retailer's license class CR for premises located at 2411 18<sup>th</sup> Street, NW, Washington, DC;

WHEREAS, Applicant is bound by a Cooperative Agreement Concerning Substantial Change of License for Sale of Alcoholic Beverages entered into by its predecessor, East Meets West with Advisory Neighborhood Commission 1C (the "Original Cooperative Agreement");

WHEREAS, the Original Cooperative Agreement was amended by Amendment to Cooperative Agreement Concerning License for Sale of Alcoholic Beverages entered into by Applicant with ANC 1C and the Kalorama Citizen's Association (the "Amendment");

WHEREAS, the Protestants have protested the renewal of the Applicant's license;

WHEREAS, Applicant has a rooftop summer garden area in the rear of the Premises (the "Summer Garden")

WHEREAS, the parties desire to enter into this Agreement to resolve the protest that has been filed by Protestants.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

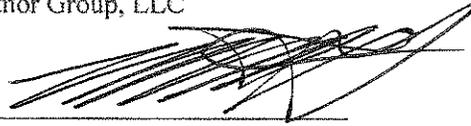
1. Recitals Incorporated. The recitals above are incorporated herein by reference.
2. Monitoring of Summer Garden. Applicant shall have an employee monitor the Summer Garden at least every 15 minutes, when patrons are there. The monitor, shall, if necessary, remind patrons that there are residences adjacent to the Summer Garden and that any loud and boisterous conduct in the Summer Garden is inappropriate. In addition, within 90 days of the Board's Order approving this Agreement, Applicant shall install a camera directed to the Summer Garden so that the area may be monitored from inside the establishment.
3. Response to Complaints. Applicant shall provide a telephone number for the owner, or other person in charge of the establishment, who can be called concerning noise or other issues related to the operation of the Summer Garden. In the event of change in the telephone number or the identity of the owner or manager in charge, updated information shall be provided to the Protestants within 10 days of such change.

4. Closing of Rear Door. The outermost door to the Summer Garden shall not be propped or tied open, but shall be kept closed during all hours of operation, except when patrons, employees or other persons are entering or exiting the premises from or to the Summer Garden.
5. Disposal of Bottles and Glass. Applicant shall not dispose of bottles and glass refuse in any outside container during the hours of 11:00 p.m. to 8:00 a.m.
6. No Effect on Other Agreements. This Agreement shall be deemed a separate agreement and shall have no effect on the Original Cooperative Agreement, as amended, which Agreement shall remain in full force and effect, unless amended or terminated by the parties to such Agreement, or otherwise in accordance with statute, regulation, or Board procedures.
7. Withdrawal of Protest. In consideration of the undertakings on the part of the Applicant set forth above, the Protestants shall withdrawal their protest to the renewal of Applicant's license.

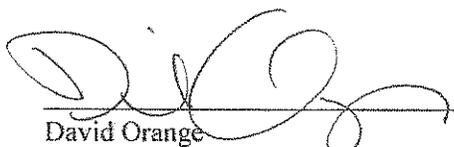
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

APPLICANT:

Ventnor Group, LLC

By:   
Scott Auslander

PROTESTANTS:

  
David Orange

  
Steven Spunlock

  
Todd Canterbury

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

_____ )	
In the Matter of: )	
)	
Ventnor Group, LLC, )	License Number: 72529
t/a Ventnor Sports Café )	ORDER NUMBER: 2009-229
)	
Holder of a Retailer's )	
Class CR License )	
at premises )	
2411 18 <sup>th</sup> Street, N.W. )	
Washington, D.C. 20009 )	
_____ )	

Ventnor Group, LLC, t/a Ventnor Sports Café, Applicant

Bryan Weaver, Chair, Advisory Neighborhood Commission (ANC) 1C

Denis James, President, Kalorama Citizens Association (KCA)

**BEFORE:** Peter B. Feather, Chairperson  
Mital M. Gandhi, Member  
Nick Alberti, Member  
Charles Brodsky, Member  
Donald Brooks, Member  
Herman Jones, Member

**ORDER ON AMENDEMENT TO VOLUNTARY AGREEMENT**

The official records of the Alcoholic Control Board (the "Board") reflect that Ventnor Group, LLC, t/a Ventnor Sports Cafe, Holder of a Retailer's Class CR License located at 2411 18<sup>th</sup> Street, N.W., Washington D.C. ("Applicant"), applied for a Summer Garden endorsement to the License. The Applicant, Bryan Weaver, Chair, ANC 1C, and Denis James, President, KCA (the "Parties"), have entered into an Amendment to Voluntary Agreement ("Agreement") dated July 1, 2009, setting forth the terms and conditions that govern the operation of the Applicant's establishment. This Agreement amends the original Voluntary Agreement (January 21, 2004) among the Parties regarding the construction and operating conditions of a Summer Garden. This Amendment also adds the KCA as a party to the Voluntary Agreement.

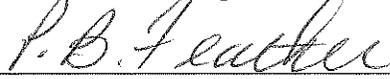
Ventnor, LLC  
t/a Ventnor Sports Café  
License No: 72529  
Page 2

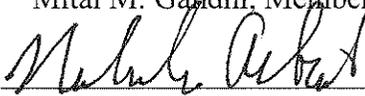
The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant, Chairperson Weaver, and Denis James are signatories to the Agreement.

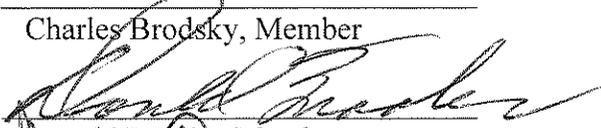
Accordingly, it is this 9<sup>th</sup> day of September 2009, **ORDERED** that:

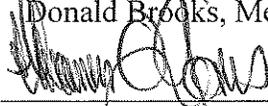
1. This above-referenced Amendment to the Voluntary Agreement submitted by the Parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
2. The Application for a Summer Garden is **APPROVED**; and
3. Copies of this Order shall be sent to the Applicant, ANC 1C, and the KCA.

District of Columbia  
Alcoholic Beverage Control Board

  
Peter B. Feather, Chairperson

Mital M. Gandhi, Member  
  
Nick Alberti, Member

Charles Brodsky, Member  
  
Donald Brooks, Member

  
Herman Jones, 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, 941 North Capitol Street, N.E., Suite 7200, Washington, D.C. 20002.

**AMENDMENT TO COOPERATIVE AGREEMENT CONCERNING  
LICENSE FOR SALE OF ALCOHOLIC BEVERAGES**

AGREEMENT, **first** made and entered into on **January 21, 2004, and amended this 1<sup>st</sup> day of July 2009**, by the **Ventnor Group, LLC, t/a Ventnor Sports Café, 2411 18<sup>th</sup> Street, NW**, (hereinafter the "Applicant"), **Advisory Neighborhood Commission 1C** (hereinafter **ANC 1C**), and the **Kalorama Citizens Association (KCA)**, witnesseth:

**The initial version of this agreement was between the predecessor licensee, East Meets West Café and ANC 1C.**

**Amendments to the original document are shown in bold type.**

**Whereas, a previous substantial change upgraded the license (No. 72529) from a DR-01 to a CR-01.**

**Whereas, the amendment provides that KCA become a party to the entire agreement, and that the purpose of the amendment is to provide for the construction and operating conditions of a Summer Garden on the rear roof of the first floor of the establishment,**

Whereas in recognition of the Board's policy of encouraging parties to a protested 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 Protestant's concerns and to include this Agreement as a formal condition of its Application, and (2) Protestant 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 Application, which order is thereby conditioned upon compliance with such Agreement,

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

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

**1. Hours and Operation** The hours of operation shall be:

**INSIDE**

Monday	11am- 2 am
Tuesday	11am- 2 am
Wednesday	11am- 2 am
Thursday	11am- 2 am
Friday	11am- 3 am
Saturday	11am- 3 am
Sunday	11am- 2 am

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DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE  
REGULATION ADMINISTRATION

Last call will be announced ½ hour prior to closing, each night of operation.

**Rear First Floor Summer Garden. On the rear roof of the first floor, above the basement level.**

Applicant shall create an outside space for patrons, including seating and table space for 12, including a wooden fence\* as high as is legally permissible surrounding the Summer Garden and sound dampening material installed on the outside of the fencing. \* INSERT PHRASE: "WHICH SHALL BE AT LEAST THE LESSER OF 8' HIGH OR"

Applicant shall offer food service on the Summer Garden at all hours that it operates.

@ OK JTB

**Hours for operation of Summer Garden:**

Sunday-Thursday: 11:00 am-12:00 midnight

Friday and Saturday: 11:00 am-1:00 am

Applicant may place up to 2 television sets in such a way as to be viewed by patrons of the Summer Garden. Applicant agrees to turn the sound to the televisions off at the following times:

Sunday-Thursday 10:00 pm

Friday & Saturday 11:00 pm

There shall be no music or mechanically produced sound from any other source on the Summer Garden.

Licensee shall file an application for a Summer Garden that reflects the terms and conditions described in this agreement.

2. Seating.

Seating capacity will not exceed:

Interior table: 86

3. Delivery Service & Carry Out

Applicant agrees that deliveries will be made only by scooter, bicycle, or on foot, and that no automobiles or larger motor vehicles will be used for that purpose. Applicant further agrees that delivery personnel will be instructed to operate or park scooters or bicycles so as not to obstruct pedestrian traffic on the sidewalk or vehicular traffic in the roadway or alley. Applicant agrees to cease carry-out service at 12 pm.

4. Noise/Music. Applicant acknowledges familiarity with and will comply with noise-control provisions of District of Columbia law 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 the DC Noise Control Act of 1977 (Public Law 2-53), as amended. The Applicant agrees to abide to all Alcohol Beverage Control regulations, as amended.

- 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.
- Music from inside will not audible at surrounding residential housing areas.
- Applicant and Protestant agree that any live music performances will be for the benefit and enjoyment of the establishments dining and bar patrons.

#### 5. 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 remain 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 **to help** eliminate the rat population.
- (b) Applicant agrees to segregate and recycle bottles and glass refuse apart from trash and agrees not to dispose of the bottles and glass refuse in the outside trash dumpsters or recycling containers during the hours of 11:00pm to 8:00am.

#### 6. 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.<sup>20</sup> 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.
- (b) 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. Applicant agrees to provide ANC with a copy of the contract to remove same from the establishment.

#### 7. Items specific to establishment:

- (a) 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 loud sound into the public space.
- (b) 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.
- (c) Applicant agrees not to place or cause to be placed any fliers, handbills or other similar advertisement in the public space, specifically on lampposts, street signs or any vehicle parked in the public space.

8. Bar/Pub Crawls. Applicant agrees not to promote or participate in bar or pub "crawls", "tours", or similar events.

9. Consideration. 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 PM to 7:00 AM.

10. Modification. 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 changes, Applicant shall receive written agreement from ANC 1C after a majority of Commissioners shall have voted in favor of changes at a full public meeting, a quorum being present.

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

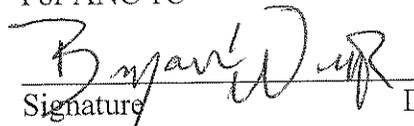
12. Incorporation Into Board Order. The parties agree to the substantial change of the license provided that this Cooperative Agreement is incorporated into the Board's order granting the aforesaid Application, which order is thereby conditioned upon compliance with such Cooperative Agreement.

For Ventnor Group, LLC

  
\_\_\_\_\_  
Scott Auslander                      7/1/09  
Date

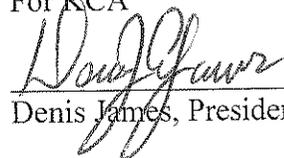
President  
\_\_\_\_\_  
Title

For ANC 1C

  
\_\_\_\_\_  
Signature                                      7-1-09  
Date

CHAIR ANC 1C  
\_\_\_\_\_  
Title

For KCA

  
\_\_\_\_\_  
Denis James, President                      7-1-2009  
Date