

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

In the Matter of:)	
)	
Grand Central, LLC)	
t/a Grand Central)	
)	
Holder of a)	License No. ABRA-076693
Retailer's Class CR License)	Order No. 2016-141
)	
at premises)	
2447 18 th Street, N.W.)	
Washington, D.C. 20009)	
)	

Grand Central, LLC, t/a Grand Central (Applicant)

Denis James, President, Kalorama Citizens Association (KCA)

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
Ruthanne Miller, Member
James Short, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Grand Central, LLC, t/a Grand Central (Licensee), and KCA have entered into a Settlement Agreement (Agreement), dated March 31, 2016, that governs the operation of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Denis James, on behalf of KCA, are signatories to the Agreement.

Accordingly, it is this 6th day of April, 2016, **ORDERED** that:

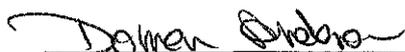
1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

Section 9 (Modifications) – This Section shall be modified to read as follows:
“This agreement can be modified only by the ABC Board, by mutual agreement of all parties with the Board's approval, or as otherwise permitted by law.”

The parties have agreed to this modification.

2. This Settlement Agreement replaces and supersedes previous Settlement Agreements between the parties; and
3. Copies of this Order shall be sent to the Applicant and KCA.

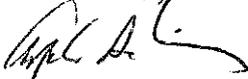
District of Columbia
Alcoholic Beverage Control Board



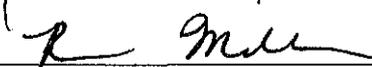
Donovan Anderson, Chairperson



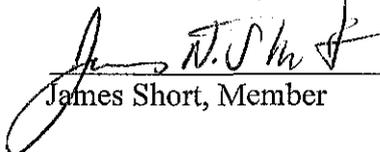
Nick Alberti, Member



Mike Silverstein, Member



Ruthanne Miller, Member



James Short, 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 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, 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).

**AMENDED AND RESTATED SETTLEMENT AGREEMENT
CONCERNING LICENSE FOR SALE OF ALCOHOLIC BEVERAGES**

THIS AGREEMENT, made and entered into this 31st day of March 2016, by and between Grand Central, LLC, trading as Grand Central, 2447 18th Street, NW (hereinafter the "Applicant") and the Kalorama Citizens Association (hereinafter the "KCA"), the "parties", witnesses:

Whereas, Applicant is holder of CR-03 license Number 76693 (the "License"), which prior to its 2007 transfer operated at the above address as "Fasika's", for which there was a Board approved Cooperative Agreement (2002) between "Fasika and Lena, Inc." and the KCA, which was amended in 2007,

Whereas, after transfer of the License to Applicant, in resolution of a substantial change request made by Licensee, the parties entered into a Cooperative Agreement Concerning Substantial Change of License for Sale of Alcoholic Beverages dated January 20, 2010 (the "Agreement."); and

Whereas, the parties desire to update and restate the Agreement to contain such terms as hereinafter set forth.

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

1. Operation.

Applicant shall, upon request, provide menus during all hours of operation. There shall be present adequate food supplies and staff to fulfill food orders during the last 2 hours of operation, and as required by law. Applicant agrees to offer a late-night food menu during the last 2 hours of operation each night at which time the establishment may offer a smaller number of food menu choices than the regular menu, but no fewer than 5 items shall be offered. Those 5 items shall not solely consist of snack food. Snack food shall be defined as popcorn potato chips, peanuts and pretzels.

Applicant shall, on a consistent basis, announce last call at least 30 minutes prior to closing Thursdays, Fridays, Saturdays, on nights when the establishment closes on the latest permitted closing hour, and on the enumerated holidays outlined below.

Except as provided hereafter, the hours of operation for sale, service and consumption of alcoholic beverages shall be:

Inside: 11:00 am-2:00 am, Sunday through Thursday
11:00 am-3:00 am, Friday & Saturday

Sidewalk Café/Summer Garden: 11:00 am-1:00 am, Sunday through Thursday
11:00 am- midnight, Friday & Saturday

Notwithstanding the foregoing, Applicant may operate, sell and serve alcohol until 3:00 am on the following days:

New Year's Eve
Sunday of Memorial Day Weekend
July 3
Sunday of Labor Day Weekend
Veterans' Day Eve

Applicant shall also be permitted to operate, sell and serve alcohol until 4:00 am on "spring forward" of daylight savings.

2. Seating and Occupancy

Inside seated patrons, including tables, chairs and barstools shall be 82, not including the lounge on the mezzanine. Applicant agrees that this is the number to be used in determining food service compliance. Tables and chairs for 82 persons shall be arranged inside throughout the restaurant for patron use on a consistent basis.

Overall Capacity shall be 214, consistent with Applicant's capacity placards.

Sidewalk Café/Summer Garden: There shall be seating at tables for 16 patrons.

3. Noise/Music

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

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 D.C. Official Code § 25-725 (2001). 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 20DCMR, Chapters 27 and 28, as amended.

4. Trash/Garbage/Rodents

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 and the KCA acknowledge and agree that from time to time, unknown persons place unwanted trash, garbage and various items such as beds, chairs and other household items not commonly used in the restaurant business in the Applicant's trash area.

Applicant agrees to work cooperatively with neighbors and the Department of Public Works to help maintain clean and orderly trash and dumpster areas. 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.

Applicant shall provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the dumpster.

5. Exterior including Public Space.

Applicant shall assist in the maintenance of the alleyway 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 DC laws in these respects. 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 at closing.

6. Sidewalk Café/ Advertising

Applicant agrees to not place, temporarily or permanently, any loudspeaker, tape player, CD player, radio, or any other electronic musical device on his sidewalk café. Applicant agrees to not direct any loudspeaker or similar device inside his establishment in such a way that sound is projected into public space.

Applicant further agrees that no live music performances of any kind will ever take place on his sidewalk café.

Applicant agrees that no advertisements for his establishment or for performers at his establishment such as musicians and deejays will ever be placed anywhere in the public space such as lampposts, trees, phone booths, etc., and in particular on any vehicle in compliance with the various DC Regulations litter, postings and handbills. This does not apply to Applicant's wallet-size business cards inadvertently discarded by patrons.

7. Bar/Pub Crawls

Applicant agrees not to promote or participate in organized bar or pub "crawls."

8. Consideration

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

9. Modification

This agreement can be modified only by the ABC Board or the mutual agreement of all the parties with the agreement of the ABC Board.

10. Regulations

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

11. Availability of Settlement Agreement

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

12. Supersedes Earlier Agreement

This Agreement shall supersede the Cooperative Agreement (2002) and any amendments to the Cooperative Agreement (2002), in their entirety.

For Grand Central LLC:

(Handwritten: 3/31/16)
(Handwritten: 3/31/16)
(Handwritten: BV)

~~Andrew Seligman, Financial Member~~

(Handwritten signature)
Brian Vasile, Operating Manager

For Kalorama Citizens Association:

(Handwritten signature) 3.31-2016
Denis James, President