

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

<u>In the Matter of:</u>)	
)	
2718 Corporation)	
t/a Chuck & Bill Bison Lounge)	
)	
Application to Renew a)	License No. 14759
Retailer's Class "CT" License)	Case No. 29303-08/040P
at premises)	Order No. 2008-068
)	
2718 Georgia Ave., N.W.)	
Washington, D.C.)	
)	

2718 Corporation t/a Chuck & Bill Bison Lounge, Applicant

Deairich R. Hunter, Chairperson, Advisory Neighborhood Commission 1B, Protestant

BEFORE: Peter B. Feather, Chairperson
Judy A. Moy, Member
Albert G. Lauber, Member
Mital M. Gandhi, Member

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST

The Application filed by 2718 Corporation t/a Chuck & Bill Bison Lounge, to renew its Retailer's Class "CT" license, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call hearing on January 16, 2008, in accordance with D.C. Official Code § 25-601 (2001). Deairich R. Hunter, Chairperson, Advisory Neighborhood Commission (ANC) 1B, filed a timely letter of opposition dated December 12, 2007.

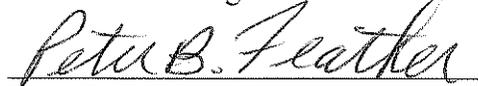
The official records of the Board reflect that the Parties have reached an agreement which has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the Voluntary Agreement, dated January 16, 2008, the Protestant has agreed to withdraw its protest, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the Voluntary Agreement.

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Accordingly, it is this 30th day of January 2008, **ORDERED** that:

1. The protest of ANC 1B is **WITHDRAWN**;
2. The Application filed by 2718 Corporation t/a Chuck & Bill Bison Lounge, to renew its Retailer's Class "CT" license, at 2718 Georgia Ave, N.W., Washington, D.C., is **GRANTED**;
3. The above-referenced Agreement is **INCORPORATED** as part of this Order;
and
4. Copies of this Order shall be sent to the Protestant and the Applicant.

District of Columbia
Alcoholic Beverage Control Board



Peter B. Feather, Chairperson



Judy A. Moy, Member

Albert G. Lauber, Member



Mital M. Gandhi, 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.



ANC 1B – Chairperson
Advisory Neighborhood Commissioner
Thomas Kwesi Danda Smith
Single Member District 1B09

Voluntary Agreement Concerning Issuance of License 14759 to Chuck and Bill Bison Lounge

THIS AGREEMENT made and entered into this 16 day of January 2008, by and between 2718 Corporation located at 2718 Georgia Avenue, NW (Applicant) and ANC1B (Protestant) witnesses:

Whereas Applicant has filed application 14759 with the District of Columbia Alcoholic Beverage Control Board (ABC Board) for a class CT01 license for premises known as Chuck and Bill Bison Lounge, and to be located at 2718 Georgia Avenue, NW, Washington, DC 20001 (premises).

Whereas Protestant has filed before the ABC Board a protest opposing the granting of this application;

Whereas in recognition of the ABC Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching voluntary agreements, by their signatures below, the parties hereto desire to enter into a voluntary agreement whereby (1) Applicant will agree to adopt certain measures to address Protestant's concerns and to include this agreement as a formal condition of its application, and (2) Protestant will agree to the issuance of the new license and withdraw its protest provided that such an agreement is incorporated into the ABC Board's order issuing the license, which license is conditioned upon compliance with this agreement;

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

In consideration of the mutual covenants and undertakings memorialized herein, the Applicant and Protestants hereby agree as follows:

A. NOISE. Applicant acknowledges familiarity with and will comply with noise-control provisions of the 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 DCMR 905. Live entertainment featuring up to a three piece band is permitted. Live entertainment will conclude thirty minutes prior to closing times. No music will be played or amplified to any outdoor area. The doors and windows of the premises will be kept closed at all times during business hours when music is being played or any 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. The



ANC 1B – Chairperson
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Applicant agrees to restrict all events to those run by the restaurant and will not contract the restaurant for any special events to be operated by an outside contractor. Applicant agrees to implement sound suppression measures that will eliminate any noise from this restaurant that may be heard in surrounding residents' homes.

B. FOOD AND ALCOHOL SERVICE. Applicant has provided that its hours of operation will be Sunday thru Thursday 11AM to 2AM, and Friday & Saturday 11AM to 3AM. Applicant agrees that the establishment will be shut down and completely vacated, except for routine maintenance and clean-up by closing time each night. Applicant agrees that there will be no after-hours activities in the establishment. Any change to the hours of operation will constitute a substantial change to this license.

C. TRASH/GARBAGE/RODENTS. Applicant shall maintain trash/garbage removal service at least three times weekly 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 shall not maintain dumpsters or any refuse on any public space. Applicant will make every reasonable effort to eliminate accessible food sources for rodents and eliminate the rat population. Applicant will have professional extermination services or provide them as needed. 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 dumpster nor dispose of them down the sink. Applicant shall request that its trash and recycling contractors pick trash and materials no later than 6:00PM.

D. CAPACITY. Applicant shall at all times adhere to its occupancy limit as specified in its Certificate of Occupancy Permit, which shall remain posted in public view at all times. Applicant shall post a conspicuous sign at each exit advising patrons of the residential neighborhood and the necessity of quiet departure. Applicant will take necessary steps to control the noise generated by the operation of any outdoor space to avoid disturbing nearby residents. Applicant shall stage patrons waiting for seating inside the establishment, and shall discourage outside loitering.

E. PARKING. Applicant will encourage transit use, and will direct patrons to use nearby public parking facilities rather than parking on residential streets.

F. SIGNAGE/PUBLICITY/FAÇADE. Applicant will balance signage and publicity to reflect both food service and alcohol, and will keep signage from covering more than 30% of the front façade window openings.

G. TRANSFERABILITY. Applicant shall provide Protestant with forty-five (45) days notice of intent to transfer the Class CT license for premises.

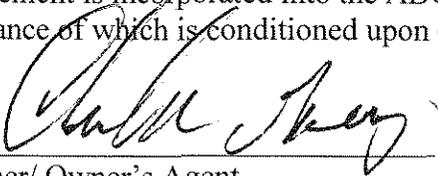
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H. MODIFICATION OF VOLUNTRARY AGREEMENT. This agreement can be modified only by mutual agreement of the parties with the approval of the ABC Board for acceptance and enforcement.

J. COMMUNITY BENEFIT. Applicant volunteers to have one (1) security staff member routinely walk to either corner to ensure patrons vacate the immediate area safely and expeditiously to prevent loitering on evenings of large events. Applicant and Advisory Neighborhood Commission will hold quarterly meetings to **ensure applicant is aware** of any issues the community may have regarding establishment’s operation.

K. BINDING EFFECT. This Voluntary Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant during the term of the license to which this Voluntary Agreement applies.

Wherefore, by the signing of the representatives of Applicant and Protestant, Applicant hereby agrees to aforementioned covenants and Protestants agrees to the issuance of the new Class CT license to Applicant, and withdraws its protest, provided that this agreement is incorporated into the ABC Board’s order issuing a Class CT license, the issuance of which is conditioned upon compliance with the Voluntary Agreement.



Owner/ Owner’s Agent



Chairman, ANC1B

Establishment

Accordingly, on this 16 day of January 2008, it is ordered that the Voluntary Agreement between Applicant and Protestant is incorporated into the ABC Board’s order issuing Applicant a new Class CT01 license.