BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:	)	
	)	
Sodexho Management, Inc.	)	
t/a Sodexho @Intelsat	)	
	)	
Application for a Retailer's Class	)	Application no. 50179
CR License (new)	)	2002-106
at premises	)	
3400 International Drive, N.W.	)	
Washington, D.C.	)	
	)	

Catherine J. Wiss, Chairperson, on behalf of the Advisory Neighborhood Commission 3F, and Carol A. Kramer, Senior Vice 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 VOLUNTARY AGREEMENT

This matter came before the Board for approval on May 22, 2002. The signatories to the attached voluntary agreement dated May 7, 2002, submitted the agreement to the Board in accordance with 23 DCMR Section 1513 (June 1997).

Having determined that the agreement complies with all applicable laws and regulations and the applicant qualifies for licensure, the Board does hereby this 19th day of June 2002, **APPROVE** the license application conditioned on the applicant's compliance with the terms of the voluntary agreement and **INCORPORATE** the text of the same into the Order.

District of Columbia
Alcoholic Beverage Control Board

Roderic L. Woodson, Esquire, Chair

Vera Abbott, Member

Charles Burger, Member

Laurie Collins, Member

Judy Moy, Member

Ellen Opper-Weiner, Esquire, Member

Audrey E. Thompson, Member

APP NO 50179

AGREEMENT

Made this 7th day of May 2002, by and among SODEXHO MANAGEMENT, INC., T/A SODEXHO@INTELSAT (the "applicant"), Intelsat Global Service Corporation ("Intelsat") and ADVISORY NEIGHBORHOOD COMMISSION 3F, North Cleveland Park and Forest Hills (the "ANC" or "ANC 3F").

WITNESSETH:

WHEREAS, pending before the District of Columbia Alcoholic Beverage Regulation Administration ("ABRA") Board is Applicant's application for a Retailer's Class "CR" liquor license for the premises known as Intelsat, 3400 International Drive, N.W. (the "premises"), Application Number 50179; and

WHEREAS, legislation has been enacted by the District of Columbia City Council authorizing a "caterer's" license, but the regulations for such a license have not been enacted; and

WHEREAS, Applicant, Intelsat, and the ANC (the "parties") desire to enter into an agreement commemorating certain understandings regarding Applicant's and Intelsat's operating plans;

NOW, THEREFORE, in consideration of the premises recited, and the mutual covenants and promises set forth below, the parties agree as follows:

1. Applicant shall operate a bona fide restaurant/cafeteria on the premises of 3400 Connecticut Avenue, N.W.
2. Applicant shall use this license only for brunches, luncheons, receptions, dinners, and business events connected with the mission and operations of Intelsat or as provided below.
3. Applicant shall not use this "CR" license to establish a restaurant open to the general public in the Intelsat building, nor shall applicant serve beer, wine, or other alcoholic beverages on the premises to any business, corporation, organization, or individual that rents space from Intelsat. This agreement shall not restrict Sodexho or a business, corporation, organization, or individual renting space from Intelsat from seeking a one-day special event permit for a function in its rental space.
4. The license is limited to the 4th floor atriums, 5th floor main lobby, 6th floor cafeteria, 7th floor conference room, and 8th floor reception area of Intelsat, 3400 Connecticut Avenue, N.W. Alcoholic beverages will be served primarily in conjunction with hors d'oeuvre and/or meal service.
5. Intelsat may make its facilities available to no more than six (6) outside groups and/or non-profit organizations a year. All such events will be limited to no more than 250 people. Intelsat will ensure participants do not park on residential streets. Each contract or agreement for such event(s) will include a clause requiring the use of valet parking in the Intelsat visitor garage, the

6. garage of the University of the District of Columbia, or local public garage. These restrictions do not apply to meetings of Advisory Neighborhood Commission 3F, which may, with Intelsat permission, be held at the Intelsat Building, or functions related to the State Department..
7. Applicant's normal hours of operation for the service of alcoholic beverages will be 11 a.m. to 6:00 p.m., Monday through Friday. Provided, however, that:
   a) For the ten receptions/dinner events hosted by Intelsat, including the maximum of five satellite launches by Intelsat, Sodexho may serve alcoholic beverages from 11:00 a.m. to 2:00 a.m.
   b) For the maximum of six events that Intelsat permits outside organizations and/or non-profits use of its facilities, Sodexho may serve alcoholic beverages in conjunction with reception-type and/or full meal service from 6:00 p.m. to 12 midnight. These events normally occur on Friday or Saturday.
   c) Sodexho shall not seek any one-day event licenses in order to cater other business, organization, non-profit association, or individual functions on the 4th, 5th, 6th, 7th, or 8th floors of the Intelsat building.
8. At no time shall a patron be allowed to be served alcoholic beverages and not be allowed to be served snacks, hors d'oeuvres, or a meal from the Applicant. Applicant will not provide take-out alcoholic beverages, nor permit any beer, wine, or alcoholic beverages to leave the Intelsat building.
9. Applicant shall be permitted to present recorded music and/or a trio (maximum of three singers and/or musicians) as soft background music for receptions and dining; provided, however, that no doors to the exterior of the Intelsat building shall be propped open at any time when music is being played. Applicant shall permit no form of dancing.
10. Applicant shall be prohibited from displaying any advertising banners, neon signs, or outside signage other than the corporate identification sign permitted by the zoning code above its establishment.
11. Intelsat will care for the public spaces that border the property on Connecticut Avenue and Van Ness Street, including provision of landscaping, plantings, and associated maintenance.
12. Intelsat shall comply with all aspects of the Civil Infractions Act and the Litter Control Administration Act. Intelsat shall ensure that its trash is removed in a timely manner. Intelsat shall ensure that its trash receptacle remain closed and free of vermin at all times. Applicant will limit noise after closing when disposing of trash and bottles in the receptacles.
13. Applicant shall instruct all of its venders, and shall itself remain vigilant to ensure that delivery and trash trucks shall not block any access to any other loading dock, driveway or entrance, and in deference to the residential community, applicant shall use its best efforts to encourage delivery and trash vehicles not to use loud horns or make deliveries before 8:00 a.m., Monday through Friday, nor prior to 9:00 a.m. Saturday and Sunday, nor after 8:00 p.m. Sunday through Saturday. .

14. Intelsat shall maintain its ventilating system in proper working order at all times and shall immediately address any neighborhood concerns regarding odors.
15. Intelsat shall comply with §5(d)(3) of the D.C. Noise Control Act as it applies to businesses next to residential neighborhoods and ensure that noise from all mechanical equipment (air-conditioning, refrigerator, heat pump, fan, or other mechanical equipment regardless of location) shall be prohibited in excess of sixty (60) dB (A) when measured at the property line or as close to the property line as practical if there is an obstruction.
16. An ABRA licensed individual, conversant with all aspects of this agreement, shall be on site at Applicant's premises during all hours of operation when alcoholic beverages are being served.
17. Any and all contemplated changes to Applicant's operation regarding the service of alcoholic beverages at the premises, as set forth herein or otherwise, will be submitted in writing and brought to the attention of the ANC prior to implementation, and only after ANC and, when required by rules and regulations, Alcoholic Beverage Regulation Administration Board approval. Such approval by the ANC shall not be unreasonably withheld, and shall be deemed granted unless ANC shall provide notice of its disapproval in writing within 72 hours after its next scheduled meeting of the contemplated changes. As a new license, ANC 3F shall have the option of reviewing this agreement for compliance at the end of one year.
18. This agreement shall be terminated should Intelsat cease using the services of Applicant as its caterer.
19. In consideration or, and in reliance upon, the commitments reflected in paragraphs 1 through 17 above, the ANC will advise the ABRA Board that it does not oppose Applicant's pending application for a Retailer's Class "CR" license.
20. The parties further agree that any failure of Applicant to adhere to the foregoing commitments will constitute grounds for the ANC to petition the ABRA Board for issuance of an order to show cause to gain the Applicant's compliance with the terms of this Agreement.

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

APPLICANT, SODEXHO MANAGEMENT, INC.
T/A SODEXHO@INTELSAT

By: Carol A. Kramer/cma
(Signature)

Name: Carol A. Kramer
(Print)

Title: Sr. Vice President

INTELSAT GLOBAL SERVICE CORPORATION

By: Robert A. Lambert
(Signature)

Name: ROBERT A. LAMBERT
(Print)

Title: Senior Manager Corporate Services

ADVISORY NEIGHBORHOOD
COMMISSION 3F

By: Catherine J. Wiss
(Signature)

Name: Catherine J. Wiss

Title: Chairman, ANC 3F

ANC 3F

3F01 - Phil Kogan
3F02 - Karen L. Perry
3F03 - Robert V. Maudlin
3F04 - David J. Bardin
3F05 - Doug Mitchell
3F06 - Cathy Wiss
3F07 - Todd Strauss

Advisory Neighborhood Commission 3F
NORTH CLEVELAND PARK / FOREST HILLS

May 7, 2002

Sent Via Fax

Mr. Roderick Woodson, Chairman
Alcoholic Beverage Regulation Administration
Room 7200
941 North Capitol Street, NE
Washington, D.C. 20002

Re: Application No. 50179, New "CR" License
Sodexho Management, Inc., T/A Sodexho@Intelsat

Dear Mr. Woodson:

At a duly noticed public meeting on April 29, 2002, Advisory Neighborhood Commission 3F voted 6-0-0, with a quorum present, not to object to the issuance of a new Class "CR" license for Sodexho Management, Inc., at premises of Intelsat, 3400 International Drive, N.W., Washington, D.C., on the basis of the attached voluntary agreement signed by Sodexho Management, Inc., Intelsat Global Service Corporation, and ANC 3F.

Sincerely,

Cathy Wiss

Catherine J. Wiss
Chair

Attachment

ANC 3F, P.O. Box 39290, Washington, DC 20016-9290 *e-mail: anc3f@juno.com*
Phone: 202.362.6120 • Fax: 202.686.7237 • www.ANC3F.org