

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

In the Matter of:)	
)	
Style Concept Studio, LLC)	
t/a Le Chat Noir)	
)	
Application for Renewal of a)	Case No. 13-PRO-00028
Retailer's Class CR License)	License No. ABRA-072038
)	Order No. 2013-431
at premises)	
4907 Wisconsin Avenue, N.W.)	
Washington, D.C. 20016)	

Style Concept Studio, LLC, t/a Le Chat Noir (Applicant)

Jonathan Bender, Chairperson, Advisory Neighborhood Commission (ANC) 3E

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Mike Silverstein, Member

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF ANC 3E'S PROTEST**

The Application filed by Style Concept Studio, LLC, t/a Le Chat Noir, for renewal of its Retailer's Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on May 13, 2013, in accordance with D.C. Official Code § 25-601 (2001).

The Applicant and ANC 3E, have entered into a Settlement Agreement (Agreement), dated June, 2013, setting forth the terms and conditions that govern 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 and Chairperson Jonathan Bender, on behalf of the ANC 3E, are signatories to the Agreement.

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This Agreement constitutes a withdrawal of the Protest filed by ANC 3E of this Application.

Accordingly, it is this 2nd day of October, 2013, **ORDERED** that:

1. The Application filed by Style Concept Studio, LLC, t/a Le Chat Noir, for renewal of its Retailer's Class CR License, located at 4907 Wisconsin Avenue, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 3E in this matter is hereby **WITHDRAWN**;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, except for the following modifications:

Section 3 (Dumpsters) – The following language shall be removed:
“Applicant agrees to clean the dumpster whenever odor is present.”

Section 6 (Modification) – The following sentence shall be modified to read as follows: “If the ANC agrees to modify the Agreement, such modification shall become effective pursuant to a writing signed by the parties that is submitted to and approved by the ABC Board.”

The parties have agreed to these modifications.

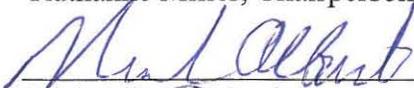
4. Copies of this Order shall be sent to the Applicant and ANC 3E.

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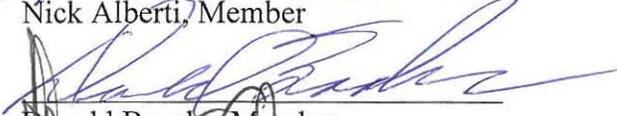
District of Columbia
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



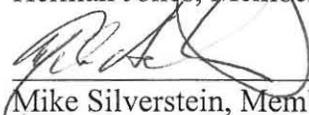
Nick Alberti, Member



Donald Brooks, Member



Herman Jones, Member



Mike Silverstein, 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 14th Street, N.W., Suite 400S, Washington, DC 20009.

SETTLEMENT AGREEMENT

This Settlement Agreement (the "**Agreement**") is made and entered into as of the ____ day of June, 2013, by **Style Concept Studio, LLC**, the applicant in ABRA-072038 ("**Le Chat Noir**" or "**Applicant**"), and Advisory Neighborhood Commission 3E ("**ANC**") (Le Chat Noir and ANC 3E each being a "**Party**" hereunder or collectively, the "**Parties**".)

WITNESSETH:

WHEREAS, Le Chat Noir has sought renewal of a license to service alcohol from the District of Columbia Alcoholic Beverage Administration (ABRA) at a restaurant Le Chat Noir operates at 4907 Wisconsin Avenue, N.W., which is located within the boundaries of ANC 3E; and

WHEREAS, ANC 3E agrees to support Le Chat Noir's renewal in ABRA-072938 in reliance in part on Le Chat Noir's agreement to certain restrictions contained herein that will reduce potential burden on nearby residents;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

1. **Cleanliness of the Alley.** Le Chat Noir shall use reasonable efforts to promptly clean any litter and broken glass from the alley in the area directly behind its restaurant.

2. **Deliveries.** Under agreements with its vendors, Le Chat Noir shall include in its contracts with vendors an agreement that delivery trucks, garbage trucks and recycling vehicles will not trespass onto the residential property of the adjacent residential property owner.
 - a. Large delivery trucks servicing Le Chat Noir will be instructed not to drive their vehicles into the alley for delivery.
 - b. Garbage and recycling trucks will either i.) service the establishment without entering the alley, or ii.) enter the alley traveling north-bound from Ellicott Street. The occupants will not trespass on the adjacent residential property.
 - c. Panel trucks and vans shall be permitted to make deliveries so long as the occupants and vehicles do not trespass on the property of the residential neighbor.

Le Chat Noir hereby agrees that it will adhere to all DCRA requirements regarding deliveries and will prohibit deliveries or collection of waste and recycling outside the legally permissible hours of 7AM to 9 PM. Le Chat Noir will require any vendors servicing the location to comply with regulations regarding the idling of vehicles.

3. **Dumpsters.** Applicant shall continue to contain food waste in plastic bags to avoid the accumulation of food residue in the dumpsters which may result in odor. Should Applicant become aware that any trash has penetrated a bag, Applicant shall promptly rebag such trash. Applicant agrees to clean the dumpster whenever odor is present.
4. **Dumping of Glass Waste.** All dumping of glass waste into the recycling canister shall be done in a way to minimize disturbance to residential neighbors. In addition, Le Chat Noir agrees that in no case shall glass waste be dumped after 10pm or before 7am.
5. **Attendance at ANC Meetings.** Should the ANC receive complaints from constituents related to Le Chat Noir's operations, one or more ANC members may ask Le Chat Noir to attend an ANC meeting. Should Le Chat Noir receive such a request, it will make every reasonable effort to ensure that an officer or senior staff member attends the meeting (or, if impracticable, the next practicable meeting) and works in good faith with the ANC and the community reasonably to address such complaints.
6. **Modification.** Le Chat Noir may ask the ANC at any time to modify this Agreement. Such a request shall be made in writing. The ANC may ask Le Chat Noir to appear at a meeting to present the request to the community. If the ANC agrees to modify the Agreement, such modification may come only pursuant to a formal ANC resolution and a writing signed by the parties.
7. **Miscellaneous Provisions.**

ABRA Adoption: The Parties agree to ask ABRA to incorporate this Agreement to fullest extent possible into any order it may issue regarding the subject application.

Severability: If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

Headings and Paragraphs: Headings in this Agreement are for convenience only and shall not affect the meaning of this Agreement. References in this Agreement to any Section or paragraph are to the applicable numbered section of this Agreement unless otherwise noted.

Counterparts: This Agreement may be executed simultaneously in one or more counterparts, by original or facsimile signature, and when executed by all Parties shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date and year first written above.

Style Concept Studio, LLC,

By: 
Name: MARIE ZIAR
Title: OWNER -

Advisory Neighborhood Commission 3E

By: Jonathan Bender
Name: Jonathan Bender
Title: Chair

Digitally signed by Jonathan Bender
DN: cn=Jonathan Bender,
email=jbender@businesslawyer.com,
o=Law Office of Jonathan Bender,
P.C., c=US
Date: 2013.06.18 00:26:12 -0400