

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

In the Matter of:

MDM, LLC
t/a Takoma Station Tavern

Application for Substantial Change
(Summer Garden)
to a Retailer's Class CT License

at premises
6914 4th Street, N.W.
Washington, D.C. 20012

Case No. 14-PRO-00050
License No. ABRA-079370
Order No. 2014-323

MDM, LLC, t/a Takoma Station Tavern (Applicant)

Ronald Austin, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 4B

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

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF PROTEST OF ANC 4B**

The Application filed by MDM, LLC, t/a Takoma Station Tavern, for a Substantial Change to include a rooftop, to its Retailer's Class CT License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on July 21, 2014, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 4B have entered into a Settlement Agreement (Agreement), dated July 29, 2014, that governs 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 Ronald Austin, on behalf of ANC 4B, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 4B.

Accordingly, it is this 10th day of September, 2014, **ORDERED** that:

1. The Application filed by MDM, LLC, t/a Takoma Station Tavern, for a Substantial Change to include a rooftop, to its Retailer's Class CT License, located at 6914 4th Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 4B in this matter is hereby **DISMISSED**;
3. The above-referenced Settlement Agreement, dated July 29, 2014, submitted by the Applicant and ANC 4B to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modifications:

Section 5 (b) (Security Cooperation in Stemming Criminal Activity and Public Drinking) – This Subsection shall be removed.

Section 5 (c) and (d) – These Subsections shall be modified to read as follows:

“c) Applicant agrees that it will maintain operating security cameras in the alley behind the establishment. The establishment should ensure the following:

- i. The cameras utilized by the establishment are operational;
- ii. Any footage of a crime of violence or a crime involving a gun is maintained for a minimum of 30 days;
- iii. The security footage is made available within 48 hours upon the request of ABRA or the Metropolitan Police Department.

d) Applicant agrees that it will provide to representatives of the Commission, the Metropolitan Police Department, and other community organizations that request such information, the contact information of the establishment.”

Section 6 (Incorporation in Existing Settlement Agreement) – The following sentence shall be included: “This Agreement hereby supersedes all previous Agreements entered into by the parties.”

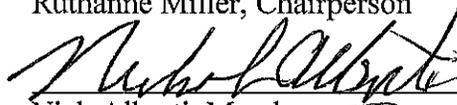
The parties have agreed to these modifications.

4. This Settlement Agreement replaces and supersedes previous Settlement Agreements between the parties; and
5. Copies of this Order shall be sent to the Applicant and ANC 4B.

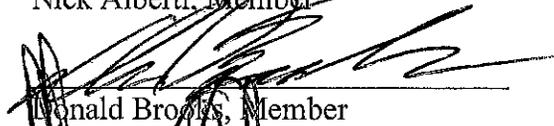
District of Columbia
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



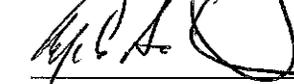
Nick Alberti, Member



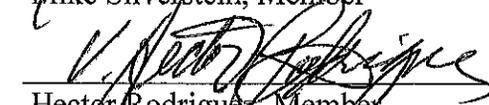
Donald Brooks, Member



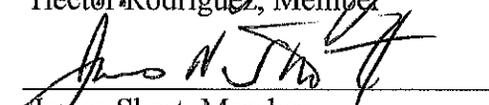
Herman Jones, Member



Mike Silverstein, Member



Hector Rodriguez, Member



James Short, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), any Party adversely affected by this Order may file a Motion for Reconsideration within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14th Street, N.W., Suite 400S, Washington, D.C. 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, 500 Indiana Avenue, N.W., Washington, D.C. 20001. However, the timely filing of a Motion for Reconsideration pursuant to D.C. Official Code § 25-433, 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).

SETTLEMENT AGREEMENT

AGREEMENT made this twenty-ninth day of July, 2014, by and between MDM LLC trading as TAKOMA STATION TAVERN. ABRA-079370 (the Applicant), and ADVISORY NEIGHBORHOOD COMMISSION 4B (the Commission).

WITNESSETH

***WHEREAS**, the Applicant has applied for a substantial change to its license in order to operate a rooftop café/summer garden and*

***WHEREAS**, the premises are within the boundaries of the Commission and,*

***WHEREAS**, the Applicant has an existing Settlement Agreement in force which is a part of the terms and conditions of its license with the Alcoholic Beverage Regulation Administration (ABRA) and*

***WHEREAS**, the parties desire to enter into an agreement, enforceable by ABRA, regarding how Applicant shall operate the rooftop café/summer garden in such a manner as to promote the peace, order and quiet of the neighborhood, all parties recognizing the importance of business neighborhoods that are safe, clean, and "pedestrian friendly" and*

***WHEREAS**, the parties desire that the terms of this agreement shall become a part of the existing settlement agreement.*

NOW, THEREFORE, the parties agree as follows:

- 1. Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
- 2. Nature of the Business.** The Applicant shall manage and operate at the address a place that is regularly used for the sale and service of prepared food and alcoholic beverages. This shall include sale and service of prepared food and alcoholic beverages in a rooftop café/summer garden.
- 3. Hours of Operation and Sales.** The Applicant's hours of operation for the rooftop café/summer garden shall be as follows:

Sunday through Thursday 10 AM to 1 AM
Alcohol Service 10 AM to 1 AM

At 1:00 AM, the Applicant shall require that the patrons move from the "open air" portion of their rooftop café/summer garden to the "enclosed area" of the rooftop café/summer garden and shall close the retractable doors.

Friday and Saturday 10 AM to 2 AM

Alcohol Service 10 AM to 2:00 AM

At 2:00 AM, the Applicant shall require that the patrons move from the "open air" portion of the rooftop café/summer garden to the "enclosed area" of the rooftop café/summer garden and shall close the retractable doors.

Entertainment Endorsement

Recorded music and sound amplification in compliance with applicable noise regulations of the District of Columbia shall be permitted in the rooftop café/summer garden.

No live music or live entertainment shall be permitted.

The Applicant shall use its best efforts to orient the televisions to minimize viewership from the "open air" portion of the rooftop café/summer garden.

4. Noise, Odor, and Privacy. No objectionable odors will be created by the Applicant. Applicant shall provide fans to redirect tobacco smoke generated by patrons away from public space and residential neighbors. Applicant will strictly comply with D.C. Official Code § 25-725. If necessary, Applicant will take reasonable steps to reduce noise emanating from the rooftop café/summer garden. Applicant will take all reasonable steps to strictly comply with D.C. Regulations concerning noise emanating from the establishment's mechanical equipment. Applicant will post clearly visible internal and external signage to remind customers to minimize noise in the neighborhood.

5. Security Cooperation in Stemming Criminal Activity and Public Drinking.

a) Applicant agrees that it shall take all reasonable steps to minimize such problems, including, without limitation, providing a sufficient number of employees to assure adequate security and to control unruly patrons, whether inside, in the rooftop café/summer garden or in the immediate outside area; monitoring for and prohibiting criminal activity within or about the Premises, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises.

b) Applicant agrees that it shall provide video surveillance on the rooftop café/summer garden.

c) Applicant agrees that it will maintain operating security cameras in the alley behind the establishment.

d) Applicant agrees that it will provide to representatives of the Commission, the Metropolitan Police Department, and other community organizations that request such information, the cell phone numbers of its managers.

6. **Incorporation in Existing Settlement Agreement.** The terms of this Agreement are hereby added to and incorporated in the existing Settlement Agreement approved by order of the Alcoholic Beverage Control Board on March 28, 2001. This agreement may only be modified by written agreement of all the parties or their successors, or otherwise in accordance with law
7. **Incorporation.** The terms of this Settlement Agreement in its entirety shall become effective upon ratification of this Agreement by the District of Columbia Alcoholic Beverage Control Board. The parties request that the text of this Agreement be incorporated in an order of the Board granting Applicant's request for a substantial change in its Retailer's Class C Tavern liquor license.
8. **Binding Effect.** This Settlement Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant during the term of the license to which this Settlement Agreement applies.
9. **Grounds for Petition for Show-Cause Order.** Applicant acknowledges that failure to adhere to the terms and conditions recited in Paragraphs One through Five above will constitute grounds for the representative of the Commission whose signature is affixed hereunto, or his successor, to file a complaint with the ABC Board, which will be investigated by ABRA's Enforcement Division, and may subject the Licensee to a Show Cause proceeding, or any other penalty available to the Board under the law. Prior to filing such a complaint, however, the designated representative, or his successor, shall notify Applicant of any perceived violations and afford Applicant a minimum of fourteen (14) calendar days in which to address or rectify the perceived violation.
10. **Notice.** Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt.

If to Applicant:

Mr. David Boyd, 6914 Fourth Street N.W., Washington, D.C.,
20012

If to Commission:

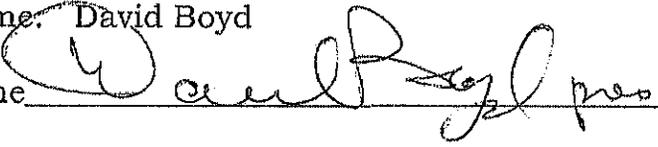
ANC4B, 8656 Eastern Avenue N.W. #314, Washington, DC 20012

In further consideration of and reliance upon the foregoing commitments by the Applicant, the Applicant and the Commission hereby request that Applicant's Application for issuance of a Retailer's Class C Restaurant Liquor License be granted.

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

MDM LLC

Print Name: David Boyd

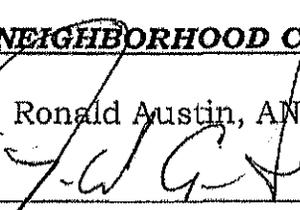
Sign Name  _____

Title: Owner

Date July 29, 2014

ADVISORY NEIGHBORHOOD COMMISSION 4B

Print Name: Ronald Austin, ANC 4B06

Sign Name  _____

Title: Chairperson

Date 7-29-14



Advisory Neighborhood Commission 4B

6856 Eastern Avenue, NW - Suite 314
Washington, DC 20012
202-291-6282 (Office)

*Ron Austin, ANC 4B06, Chairperson; Douglass Sloan, ANC 4B09, Vice Chairperson;
Yvonne Jefferson, ANC 4B08, Secretary; Frederick Grant, ANC 4B03, Treasurer;
Sara Green, ANC 4B01; Faith Wheeler, ANC 4B02; Brenda Parks, ANC 4B04; Brenda Speaks, ANC 4B05;
Judl Jones, ANC 4B07*

July 30, 2014

Hon. Ruthanne Miller
Chairperson
Alcoholic Beverage Control Board
2000 14th Street N.W., Suite 400S
Washington, DC 20009

ABRA-079370, Takoma Station Tavern, 6914 Fourth Street N.W., Settlement Agreement

Dear Chairperson Miller:

At a special public meeting on July 28, 2014 (notice of which was properly given, and at which a quorum of eight of nine members was present) Advisory Neighborhood Commission 4B voted (6 yes, 1 no, 1 abstain) to approve a settlement agreement between Takoma Station Tavern and the Commission.

The authorizing resolution adopted by the Commission and the signed Settlement Agreement are enclosed with this letter.

The Commission submits this resolution and signed agreement under the provisions of DC Code 1-309.10(a) through 1-309.10(h)(1), which require, among other things, that Advisory Neighborhood Commission recommendations be given "great weight" by DC government agencies, that DC government agencies "articulate with particularity and precision the reasons why the Commission does or does not offer persuasive advice under the circumstances. In doing so, the government entity must articulate specific findings and conclusions with respect to each issue and concern raised by the Commission."

Sincerely,

Ronald Austin, ANC 4B06
Chairperson

cc: Hon. Muriel Bowser, Councilmember, Ward 4
Commissioners, ANC 4B
Mr. David Boyd, Takoma Station Tavern
Mr. Gottlieb Simon, Executive Director, Office of Advisory Neighborhood Commission
Ms. Janene Jackson, Executive Office of the Mayor



Advisory Neighborhood Commission 4B

Government of the District of Columbia

6856 Eastern Avenue, NW - Suite 314

Washington, DC 20012

RESOLUTION #14-0704

Approving a Settlement Agreement

With Takoma Station Tavern, 6914 Fourth Street N.W.

Adopted July 28, 2014

RESOLVED:

Advisory Neighborhood Commission 4B approves and agrees to become a signatory to the attached Settlement Agreement with Takoma Station Tavern, 6914 Fourth Street N.W., ABRA-079370.

FURTHER RESOLVED:

Commissioner Faith Wheeler, ANC 4B02 and Commissioner Ron Austin, ANC 4B06, are hereby authorized to serve as the Commission's representatives in all matters relating to this license application and settlement agreement.

FUTHER RESOLVED:

Consistent with DC Code §1-309, only actions of the full commission voting in a properly noticed public meeting have standing and carry great weight. The actions, positions and opinions of individual commissioners, insofar as they may be contradictory to or otherwise inconsistent with the expressed position of the full commission in a properly adopted resolution or letter, have no standing and cannot be considered as in any way associated with the commission.

ADOPTED by roll call vote at a special public meeting (notice of which was properly given, and at which a quorum of eight of nine members was present) on July 28, 2014, by a vote of 6 yes, 1 no, 1 abstain.

YES

Grant
Speaks
Austin
Jones
Jefferson
Sloan

NO

Green

ABSTAIN

Wheeler

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

_____)
In the Matter of:)

Sweet & Bitters, Inc.)
t/a Takoma Station Tavern)

Application for a Retailer's License)
Class CR – renewal application)

6914 4th Street, Northwest)
Washington, D.C.)
_____)

Case no. 22904-00055P

David Nicholson and Jodi Bloom, on behalf of the Protestants

David A. Boyd, President, on behalf of the Applicant

BEFORE: Roderic L. Woodson, Esquire, Chair
Vera Abbott, Member
Charles A. Burger, Member
Laurie Collins, Member
Judy Moy, Member
Ellen Opper-Weiner, Esquire, Member
Audrey E. Thompson, Member

**ORDER ON WITHDRAWN PROTEST
AND VOLUNTARY AGREEMENT**

This application, having been protested, came before the Board for public hearing on June 21, 2000, in accordance with D.C. Code Section 25-115(c)(5)(1999 Supp.), providing for the protestants to be heard. David Nicholson and Jodi Bloom, along with other members of the community, filed opposition in a timely manner. David Nicholson and Jodi Bloom were designated as the representative for the protestants.

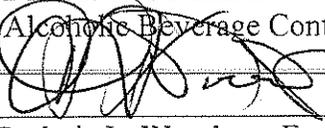
The official records of the Board reflect that the parties have now reached an agreement, which has been reduced to writing, and has been properly executed and filed with the Board. Pursuant to the agreement dated January 30, 2001, the protestants have agreed to withdraw the opposition, provided, however, the Board's approval of the pending application is conditioned.

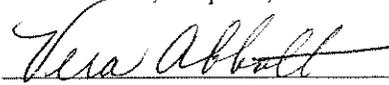
Sweet & Bitters, Inc.
t/a Takoma Station Tavern
Page two

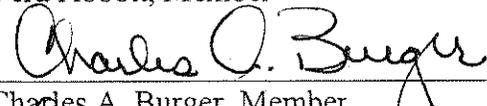
Accordingly, it is this 28 day of March 2001
ORDERED that:

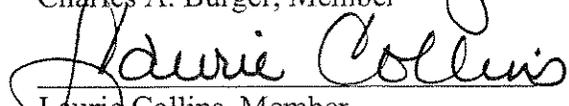
1. The protests of David Nicholson and Jodi Bloom be, and the same hereby, are **WITHDRAWN**;
2. The above-referenced agreement between the parties, be, and the same hereby, is **INCORPORATED** as part of this **ORDER**;
3. The application of Sweet & Bitters, Inc. t/a Takoma Station Tavern, located at 6914 4th Street, Northwest, Washington, D.C., for a retailer's license class CR application (renewal) be, and the same hereby, is **GRANTED**; and,
4. Copies of this Order shall be sent to the protestants and the applicant.

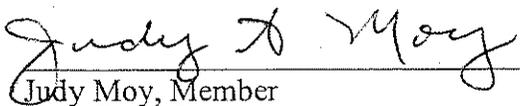
District of Columbia
Alcoholic Beverage Control Board


Roderic L. Woodson, Esquire, Chair

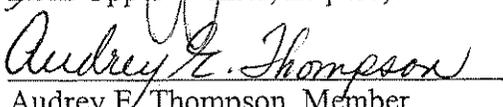

Vera Abbott, Member


Charles A. Burger, Member


Laurie Collins, Member


Judy Moy, Member


Ellen Opper-Weiner, Esquire, Member


Audrey E. Thompson, Member

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SETTLEMENT AGREEMENT

This is an agreement between JODI BLOOM and DAVID NICHOLSON (hereinafter referred to as the REPRESENTATIVES) and SWEETS & BITTERS Inc. t/a TAKOMA STATION TAVERN (hereinafter referred to as TAKOMA STATION). The agreement is made in the matter of Alcoholic Beverage Control (hereinafter referred to as ABC) case No. 22904-00055P, TAKOMA STATION's application for renewal of its ABC license. The REPRESENTATIVES are authorized representatives of those protesting (hereinafter referred to as the PROTESTANTS) the renewal of TAKOMA STATION's Class CR license for its establishment of the same name located at 6914 Fourth Street, N.W., Washington, D.C.

Nothing in this Settlement Agreement shall be construed as an admission by either TAKOMA STATION or the PROTESTANTS. Furthermore, neither the PROTESTATIONS, nor TAKOMA STATION waive any rights they are entitled to pursuant to the laws and procedures of the District of Columbia or the ABC Board by entering into this agreement.

PROTESTANTS and TAKOMA STATION agree this 31st day of January 2001 as follows:

1. TAKOMA STATION agrees to post and maintain signs reminding patrons that the establishment is located in a residential area and that patrons should return to their vehicles in a quiet and orderly fashion, respecting the right to quiet to which residents of the neighborhood are entitled. Said signs shall be no smaller than eleven (11) inches by seventeen (17) inches in size. In addition to posting the aforesaid signs, TAKOMA STATION agrees to place and maintain smaller notices on individual tables inside the establishment. Said table-top notices shall be no smaller than four (4) inches by six (6) inches in size. Notices shall be placed on all tables inside the establishment. Should TAKOMA STATION provide sidewalk café-style tables, said notices will also be placed on those tables.

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1[a]. TAKOMA STATION agrees to make announcements on Thursday evenings (or at any other time it anticipates the type of crowd or conduct that has been the subject of the community's protest) throughout all performances and (fifteen) 15 minutes to 30 minutes periodically before the end of a set or immediately before intermission, and at fifteen (15)-minute intervals in the forty-five (45) minutes immediately before closing of the establishment. Said announcements will remind patrons that TAKOMA STATION is located in a residential neighborhood and urge patrons to return to their vehicles in a quiet and orderly fashion, respecting residents' right to quiet.

2. TAKOMA STATION agrees to end all weekday performances by 1:30 a.m. and all weekend performances not later than 2:30 a.m.

3. TAKOMA STATION provides clean restrooms to accommodate its patrons and agrees to continue to do so. TAKOMA STATION agrees to post additional signs reminding patrons of the location of those restrooms.

4. TAKOMA STATION agrees to hire three additional security personnel who will patrol on foot and in motor vehicles the area in the vicinity of the establishment on Thursday evenings, or at any other time it anticipates the type of crowd or conduct that has been the subject of the community's protest.

4[a]. The area to be patrolled in accordance with section 4[a] includes, but is not limited to, the area bounded by Blair Road, Aspen Street, Fifth Street, and Cedar Street.¹

4[b]. Security personnel provided by TAKOMA STATION in accordance with section 4 will communicate with each other, police, and TAKOMA STATION by radio or cellular phones. Security personnel will report all criminal or unlawful activity to the police.

4[c]. TAKOMA STATION agrees to provide the following telephone number 202-276-3379 for use by REPRESENTATIVES and PROTESTANTS wishing to contact management of the establishment to report conduct that has been the subject of the community's protest. On

¹ See map, attachment A

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receipt of such a telephone call, TAKOMA STATION agrees to immediately contact its security personnel and/or police to relay the nature and location of the complaint. Should the telephone number listed in this section change or be disconnected, TAKOMA STATION agrees to provide a new number to the PROTESTANTS within 10 (ten) days.

5. The parties to this agreement agree to talk or meet at the request of either party. Meetings shall be scheduled within one week of any request.

6. TAKOMA STATION agrees to limit any go-go bands, rap bands or hip-hop bands to one night a week only. Such bands shall constitute a group or class of music. Only one member of that group or class may be hired within any calendar week. Any and all engagements by such bands will be subject to all terms of this agreement.

7. TAKOMA STATION agrees to enforce the dress code currently in effect for patrons of the establishment. Said dress code prohibits sneakers, tennis, or athletic shoes; sweat suits, Timberland and similar footwear; tank tops for male patrons; and other such clothing as TAKOMA STATION shall from time to time deem worthy of prohibition.

8. TAKOMA STATION agrees to enforce the age limitation for admission to the nightclub on Thursday night or any other night on which bands of the kind named in section 6 are hired. No person under the age of 21 will be admitted.

9. TAKOMA STATION agrees to hire or provide at least two people who will patrol the area specified in section 4[a] above the morning after each live performance to pick up trash and to retrieve flyers and other advertisements placed under car windshields.

10. TAKOMA STATION and REPRESENTATIVES agree that, on acceptance, signing by both parties, and approval by the Alcoholic Beverage Control (ABC) Board this agreement becomes immediately enforceable and a part of TAKOMA STATION'S ABC license. As such, all

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provisions of this agreement are as enforceable as ABC regulations and city law.

10[a]. REPRESENTATIVES affirm by signing this agreement that they are the designated and authorized representatives of those protesting this matter as outlined above. Those signing on behalf of TAKOMA STATION affirm by signing that they are authorized to do so on behalf of the establishment.

Signed, REPRESENTATIVES for the PROTESTANTS

Jodi Bloom 1/30/01
JODI BLOOM, Date

David Nicholson 1/31/01
DAVID NICHOLSON, Date

FOR TAKOMA STATION
David Boyd
DAVID BOYD, Date

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

_____)
In the Matter of:)

Sweets & Bitters, Inc.)
t/a Takoma Station Tavern)

Application for a Retailer's License)
Class CR - renewal)
at premises)
6914 - 4th Street, N.W.)
Washington, D.C.)

App. No. 22904-97108P

Rosemary C. Harold, President, on behalf of the Watkins Condominium Association, and Elizabeth McGregor, Protestants

David A. Boyd, President, on behalf of the Applicant

**BEFORE: BARBARA L. SMITH, ESQUIRE, CHAIR;
DENNIS BASS, MEMBER;
ALLEN BEACH, MEMBER;
MARY EVA CANDON, ESQUIRE, MEMBER;
LAVERNE KING, MEMBER;
EYDIE WHITTINGTON, MEMBER;
DUANE WANG, MEMBER**

ORDER ON A WITHDRAWN PROTEST

The application, having been protested came before the Board for public hearing on October 1, 1997 and was continued until October 22, 1997, in accordance with D.C. Code Section 25-115(c)(5)(1996 Supp.), providing for remonstrants to be heard. Rosemary C. Harold, President, on behalf of the Watkins Condominium Association, and Elizabeth McGregor filed timely protest letters. However, Elizabeth McGregor withdrew her opposition by letter dated January 4, 1998.

The official records of the Board reflect that the Rosemary C. Harold, President, on behalf of the Watkins Condominium Association, and the applicant have now reached an Agreement which has been reduced to writing, and has been properly executed and filed

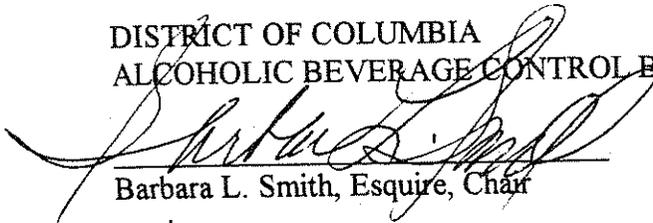
Sweets & Bitters, Inc.
t/a Takoma Station Tavern
Page two

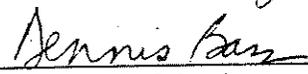
with the Board. Pursuant to the Agreement dated October 14, 1997, Ms. Harold agreed to withdraw the opposition, provided however, the Board's approval of the pending application is conditioned.

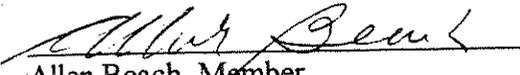
Accordingly, it is this 29 day of June 1998, **ORDERED** that:

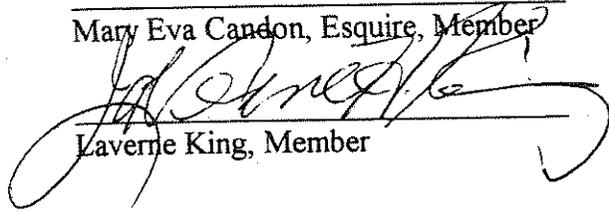
1. The protests of Rosemary C. Harold, President, on behalf of the Watkins Condominium Association, and Elizabeth McGregor, be, and the same hereby, are **WITHDRAWN**;
2. The above-referenced Agreement between the Rosemary C. Harold, President, on behalf of the Watkins Condominium Association, and the applicant, be, and the same hereby, is **INCORPORATED** as part of this Order;
3. The application of Sweets & Bitters, Inc. t/a Takoma Station Tavern for a retailer's license class CR -renewal at premises 6914 - 4th Street, N.W., be, and the same hereby, is **GRANTED**; and,
4. Copies of this Order shall be sent to the Protestants and the Applicant.

DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD


Barbara L. Smith, Esquire, Chair

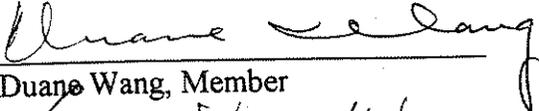

Dennis Bass, Member


Allen Beach, Member


Mary Eva Candon, Esquire, Member

Laverne King, Member

Sweet & Bitters, Inc.
t/a Takoma Station Tavern
Page two



Duane Wang, Member



Eydie Whittington

2-10-1

**SETTLEMENT AGREEMENT CONCERNING
APPLICATION FOR LIQUOR LICENSE RENEWAL
BY TAKOMA STATION TAVERN
BEFORE THE ALCOHOL BEVERAGE CONTROL BOARD
OF THE DISTRICT OF COLUMBIA
(APPLICATION NO. 22904—1997 RENEWAL PROCEEDING)**

This Settlement Agreement ("Agreement") is entered into between (i) Sweets & Bitters, Inc., the sole owner and operator of Takoma Station Tavern, located at 6914 Fourth Street, N.W., Washington, D.C. ("Takoma Station"), which is the holder of Class C Liquor License No. 22904 issued by the Alcohol Beverage Control Board ("ABC Board") of the District of Columbia, and (ii) the Board of Directors and individual unit owners of the Watkins Condominium Association (collectively, the "Watkins"), which is organized under the laws of the District of Columbia and which jointly or severally owns property located at 406 and 408 Cedar Street, N.W., Washington, D.C. Takoma Station and the Watkins agree that the undersigned have standing and are competent to enter into this Agreement.

In exchange for the Watkins' withdrawal of its protest against Takoma Station's application for renewal of its License, Takoma Station agrees to the terms and conditions, set forth below, for the granting of its License renewal application. The parties jointly request and agree that the ABC Board grant the License renewal conditioned upon Takoma Station's compliance with the following terms of this Agreement, which the parties jointly request and agree the ABC Board shall incorporate into its order.

- (1) Takoma Station shall contain the volume of noise generated by music, whether live or recorded, provided at the premises at 6914 Fourth Street, N.W., so as to comport with all provisions of, and regulations under, the D.C. Noise Control Act, *see* 20 DCMR §§ 3000-3299, including but not limited to 20 DCMR §§ 3001.1 *et seq.* (setting forth maximum sound levels), 20 DCMR §§ 3013.1 *et seq.* (setting forth penalties for violations); 20 DCMR §§ 3014 *et seq.* (setting forth civil enforcement rights); and 20 DCMR §§ 3100.1

et seq. (setting forth particular maximum sound levels for musical instruments, loudspeakers, and amplifiers).

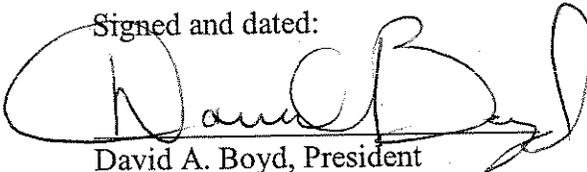
- (2) Takoma Station shall provide to the Watkins Board of Directors ("Watkins Board") the telephone numbers, including any unlisted numbers, that unit owners of and/or residents in the Watkins may use to immediately reach (a) the management of Takoma Station, and (b) at least one designated officer and shareholder in Sweets & Bitters, Inc., to register complaints concerning the volume of music or other noise emanating from the premises of Takoma Station.
- (3) Takoma Station has on this date provided the following telephone numbers that may be used by owners and/or residents in the Watkins for the purpose of registering complaints about noise to managers on the premises of Takoma Station: (202) 829-1999 and (202) 829-1937.
- (4) Takoma Station shall ensure that these telephone lines are answered by either a human being or telephone recording device and, if the latter occurs, that a manager of Takoma Station shall respond as follows: the volume of music, whether live or recorded, shall be immediately reduced to the levels set forth in Paragraph 1, *supra*, and that a manager shall return the call placed by an owner or resident in the Watkins within 24 hours of receipt of the call.
- (5) Takoma Station, in the event that any telephone numbers are added or changed at the premises at 6914 Fourth Street, N.W., shall provide written notice concerning the new or additional numbers to the Watkins Board.
- (6) Takoma Station has on this date provided the following telephone number of a designated shareholder in Sweets & Bitters, Inc., which also may be used by owners and/or residents of the Watkins in the event that complaints concerning noise registered with a person holding himself or herself out as an on-premises manager of Takoma Station are not addressed within 30 minutes: (301) 587-8243, the telephone number of David A. Boyd, president, shareholder, and manager.
- (7) Takoma Station, in the event that David A. Boyd changes his telephone number or severs his current connections with Takoma Station, shall provide to the Watkins Board written notice of the name and telephone number of another designated shareholder to assume the duties set forth in Paragraphs 2, 4, and 6, *supra*.
- (8) The Watkins shall provide to Takoma Station the names and home telephone numbers of all residents or owners of Watkins units who are authorized by the Watkins Board to register complaints concerning the volume of music or other noise emanating from the premises of Takoma Station. The initial list of Watkins owners and/or residents shall be supplied to Takoma Station on or before October 31, 1997, and the Watkins will provide updated information to Takoma Station as residents and/or owners move, sell, or acquire units within the Watkins.

The parties agree that each provision of this Agreement shall constitute a material term and condition of the License and that the Agreement shall be enforceable before the ABC Board or any other appropriate government agency or court.

This Agreement shall take effect upon the ABC Board's approval of Takoma Station's application for License renewal, and shall remain in effect for, and be included as material terms and conditions of, any and all future license renewals.

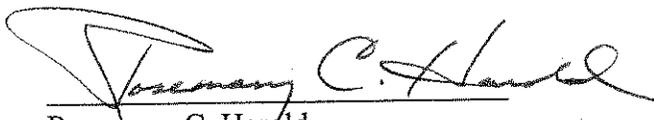
The provisions of this Agreement are severable, and if any provision of this Agreement is deemed void or invalid by the ABC Board or any other authority of the District of Columbia, or if the ABC Board determines not to incorporate any provision of this Agreement into its order, all other provisions shall remain valid, binding, and in effect.

Signed and dated:

 10/14/97

David A. Boyd, President
on behalf of Sweets & Bitters, Inc., and Takoma Station Tavern
6914 Fourth Street, N.W.

By signing above, I affirm and certify that I am an owner and President of Sweets & Bitters, Inc., the sole owner and operator of Takoma Station Tavern, and that I have full authority to enter into this Agreement on behalf of Sweets & Bitters, Inc.; any other shareholders in Sweets & Bitters, Inc., and Takoma Station Tavern.

 10/9/97

Rosemary C. Harold
President and Unit Owner
Watkins Condominium Association
406 Cedar Street, N.W., Apt. 1

By signing the above, I affirm and certify that I am the duly elected President of, and a unit owner in, the Watkins Condominium Association, and that I have full authority to enter into this Agreement on behalf of the Watkins Condominium Association, its Board of Directors, and its unit owners.

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ORIGINAL

THE WATKINS CONDOMINIUM ASSOCIATION

406-408 CEDAR STREET, N.W.
WASHINGTON, D.C. 20012

October 21, 1997

OCT 21 1 50 PM '97
RECEIVED CRAG
ALCOHOLIC BEVERAGE
CONTROL DIVISION

Barbara L. Smith, Chair
Alcohol Beverage Control Board
District of Columbia Department of
Consumer and Regulatory Affairs
614 H Street, N.W., Room 807
Washington, D.C.

**RE: Sweets & Bitters, Inc. d/b/a Takoma Station Tavern
6914 Fourth Street, N.W.
Retailer's Class CR, ABC File No. 22904
Settlement of Protest to License Renewal**

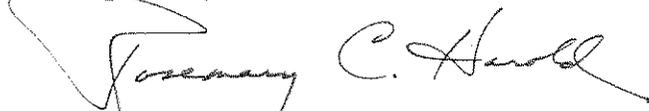
Dear Ms. Smith:

Enclosed for filing in the above-referenced license renewal proceeding is a settlement agreement reached between the licensee of Takoma Station Tavern and the owners and residents of the Watkins Condominium Association (collectively, "the Watkins"), who timely filed a protest to the license renewal. This agreement addresses the noise problems raised in the Watkins' protest letter of September 15, 1997. Accordingly, the Watkins hereby seeks to withdraw its protest on the condition that the Board approves the enclosed settlement and incorporates the settlement terms into the license.

Please date-stamp the enclosed duplicate upon receipt and return it to me via the messenger for the Watkins' files.

Should any questions arise concerning this matter, please contact me at my office number, (202) 828-4901.

Respectfully submitted,



Rosemary C. Harold

cc: David Boyd