

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

In the Matter of:)
)
)
Success, LLC)
t/a Silo)
)
Application for Renewal of a)
Retailer's Class CR License)
)
at premises)
917 5th Street, N.W.)
Washington, D.C. 20001)
)

Case No.: 16-PRO-00062
License No.: ABRA-090985
Order No.: 2016-511

Success, LLC, t/a Silo (Applicant)

Tyler Chin, on behalf of Abutting Property Owners

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

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF PROTEST**

The Application filed by Success, LLC, t/a Silo (Applicant), 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 June 13, 2016, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and the Abutting Property Owners entered into a Settlement Agreement (Agreement), dated September 8, 2016, that governs the operation of the Applicant's establishment.

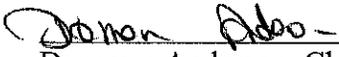
The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Tyler Chin, on behalf of the Abutting Property Owners, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by the Abutting Property Owners of this Application.

Accordingly, it is this 14th day of September, 2016, **ORDERED** that:

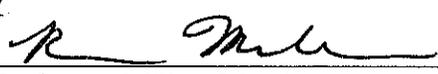
1. The Application filed by Success, LLC, t/a Silo, for renewal of its Retailer's Class CR License, located at 917 5th Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of the Abutting Property Owners in this matter is hereby **WITHDRAWN**;
3. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Applicant and Tyler Chin, on behalf of Abutting Property Owners.

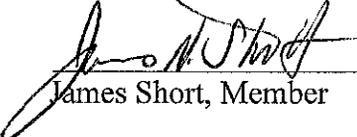
District of Columbia
Alcoholic Beverage Control Board


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).

SETTLEMENT AGREEMENT

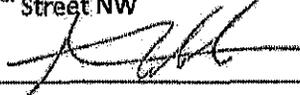
Settlement Agreement between **Applicant** Success LLC t/a Silo, 917-919 5th Street NW, License #ABRA-090985, Retailer Class CR License Renewal **and Protestants** Tam Tsui Sheung Chin, Tyler Chin, Madison Chin, and Paulo Chin, 921 5th Street NW (abutting property owners):

Whereas in recognition of ABC Board's policy of encouraging parties to settle any differences by reaching a Settlement Agreement, the parties agree to enter into a Settlement Agreement whereby:

1. **Noise:** Applicant will continue to lock volume controls on speakers and amplification so as to not produce any sound, noise, or music of such intensity that it may be heard in any premises other than the licensed establishment (DC Official Code 25-725). Applicant will cease the use of microphones to make announcements. Applicant agrees that speakers will continue to not be placed against the wall that abuts the protestant's property. Applicant will encourage employees and patrons by posted signs to be respectful of the residents in the neighborhood after departing by keeping conversations and noise down in order to maintain peace, order, and quiet in the neighborhood.
2. **Loitering:** Applicant agrees to post an employee at the door at closing to encourage patrons to move along and to discourage loitering
3. **Litter:** Applicant will place a receptacle outside of the premises for cigarette butts.
4. **Compliance:** Applicant will inform present and new employees of the necessity to comply with the provisions of this agreement.

Applicant: Success LLC t/a Silo, ABRA #090985, 917- 919 5th Street NW

Printed Name: Mohammad Reza Akhavan Signature: _____



Date: 9/8/16

Protestant's Designated Representative:

Printed Name: Mr. Tyler Chin Signature: _____



Date: 9-8-16

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

In the Matter of:)	
)	
Success, LLC)	
t/a Silo)	
)	
Applicant for a New)	
Retailer's Class CR License)	License No. ABRA-090985
)	Order No. 2013-036
at premises)	
917 5th Street, N.W.)	
Washington, D.C. 20001)	

Success, LLC, t/a Silo (Applicant)

Marge Maceda, Commissioner, Advisory Neighborhood Commission (ANC) 6E

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

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Success, LLC, t/a Silo, Applicant for a new Retailer's Class CR license, located at 917 5th Street, N.W., Washington, D.C., and ANC 6E have entered into a Settlement Agreement (Agreement), dated January 7, 2013, 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 Commissioner Marge Maceda, on behalf of ANC 6E, are signatories to the Agreement.

Accordingly, it is this 5th day of February, 2013, **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 7 (Right to Protest, Notice and Opportunity to Cure) – The following sentence shall be modified to read as follows: “If the applicant or licensee fails to cure within the 30 days period (or, with respect to a breach which reasonably requires more than 30 days to cure, fails to commence cure or such breach by diligently pursuing such cure) the parties shall file a complaint with the ABC Board, which will be investigated by ABRA’s Enforcement Division, and may subject the Applicant to a Show Cause proceeding or any other penalty available to the Board under the law.”

The parties have agreed to this modification.

2. Copies of this Order shall be sent to the Applicant and ANC 6E.

Success, LLC
t/a Silo
License No. ABRA-090985
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District of Columbia
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson

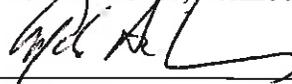


Nick Alberti, Member



Donald Brooks, Member

Herman Jones, Member



Mike Silverstein, Member

Pursuant to D.C. Official Code § 25-433, any Party adversely affected 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.

Advisory Neighborhood Commission 6E

SMD 6E01- Alexander Padro

SMD 6E04- Rachele Nigro

MD 6E02- Kevin Chapple

SMD6E05- Marge Maceda

SMD 6E03- S Frank Wiggins

SMD6E06- Alfreda Judd

SMD 6E 07- Mark Dixon

Voluntary Agreement

Between

ANC6E

and

A DC GROUP, LLC dba Psilo

Located at 917 5th Street NW, DC, 20001

Concerning issuance of

Retail Class "C" License No. ABRA # 090985

This agreement made and entered into this 7th day of January, 2013 by and between DC Restaurant Group, LLC (dba Psilo) (Applicant, or Licensee) and ANC6E (ANC) witnesses:

Whereas Applicant has filed application for a retail Class "C" license with the District of Columbia Alcoholic Beverage Control Board (ABC Board) for the premises known as 917 5th Street NW, Washington, DC 20001 (premises)

Whereas in recognition of ABC Board's policy of encouraging parties to settle any differences by reaching a Voluntary Agreement, the parties hereto desire to enter into a Voluntary Agreement whereby, (1) Applicant will agree to adopt certain measures to address ANC's concerns and to include in this Agreement as a formal condition of its application and (2) ANC will not oppose the issuance of the

license provided that such an agreement is incorporated into ABC Board's order issuing the license, which license is conditional upon compliance with this Agreement.

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

- 1. 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 any other device or source of sound and noise, in accordance with DC Code 25-725. Amplified music will not be played in the sidewalk café. The applicant agrees to restrict all events to those run by the restaurant. It is understood that private parties are permitted when the licensee retains control of the restaurant. Applicant agrees to implement sound suppression measures that will mitigate any noise from this restaurant and summer garden that may be heard in surrounding resident homes. Applicant will encourage employees and patrons, by posted signs or other printed notation, to be considerate of the residents in the neighborhood after departing the building by keeping conversations and other noise at a level that will not disturb the peace, order, quiet and tranquility of residents in the enjoyment of their homes or generate a noise complaint. All due diligence shall be made by the applicant to ensure that there is no loitering in front of or in the vicinity of the Restaurant, especially loud cursing, public drunkenness, fighting and other acts of aggression.
- 2. HOURS OF OPERATIONS.** Applicant shall have the right but not be obligated to open its doors to receive patrons from 9:30AM-2AM, Monday through Thursday, 9:30AM-3:00AM, on Fridays and Saturdays and 9:30AM-2AM on Sundays, and shall be allowed to stay open for the maximum allowable hours when the laws governing ABC Licensed establishments allow for such (New Year's Eve, Inauguration). There shall be no food or drink served on the patio/outdoor café seating areas after 11PM Sunday through Thursday, and after 12midnight on Fridays and Saturdays and on evenings preceding federal holidays. Alcoholic beverages may not be carried out of the establishment except that alcoholic beverages may be consumed on the outside seating area.
- 3. SMOKING POLICY.** Applicant will encourage all patrons, by posted signs or other printed notation, to smoke only in designated areas. Smoking waste receptacles should be placed on the business frontage on 5th Street.
- 4. PARKING.** Applicant will encourage public transit use, and will direct patrons to use nearby public parking facilities rather than park on residential streets.

5. **TRASH REMOVAL.** Applicant will maintain regular trash/garbage removal service, a minimum of 3/ 5 times per week (days to be determined by owner and business necessity) from the trash and dumpster area. Trash will be stored in rodent proof dumpsters and shall see that dumpster covers fit properly and remain fully closed when not in use. Applicant will provide for the proper removal of grease and oils and will not deposit these substances for removal in dumpsters. Applicant will have professional extermination services or provide them as needed. Applicant will request that its trash and recycling contractors pick up trash and materials no earlier than 8AM and no later than 7PM. Trash will be picked up from the alley behind the restaurant. Recycle materials shall not be dumped after 10PM.
6. **Public Space Storage.** No tables or structures shall be placed outside the building without proper licensing and notification, except that tables in the patio shall be allowed for dining purposes during the days when weather permits and Applicant may, in accordance with a duly approved sidewalk café permit, allow dining in the sidewalk café area. The Applicant shall, when outside dining tables cannot be used store them in such a manner that is not a public nuisance or eyesore. Sidewalks shall be swept and kept clean, and hosed down as needed. Snow removal on walkways will be cleared as per the laws of the District of Columbia.
7. **RIGHT TO PROTEST, NOTICE AND OPPORTUNITY TO CURE.** In the event the applicant is in breach of this agreement, Applicant shall be notified in writing by the ANC alleging such violations and given the opportunity to cure within thirty (30) days thereafter before action against Applicant on the basis of such violation may be undertaken. If the Applicant or licensee fails to cure within the 30 day period (or, with respect to a breach which reasonably requires more than 30 days to cure, fails to commence cure of such breach by diligently pursuing such cure) such failure shall constitute a cause of seeking a Show Cause Order from the ABC Board pursuant to DC Official Code 25-447. Any notices required to be made under this agreement shall be in writing and mailed or hand delivered to the other Parties to this Agreement at the addresses of record with ABRA. Notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.
8. **BINDING EFFECT.** This Voluntary Agreement shall be binding upon and enforceable against the successors and assigns of Applicant during the term of the license to which this Voluntary Agreement applies.

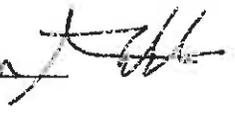
IN WITNESS WHEREOF, the parties place their signatures to this agreement, this 7th day of January, 2013.

ANC 6E
By: 

Print: Marge Maceda

Date: 1-11-2013

SUCCESS,LLC

By: Mohammad Reza Akhavan 

Print: Mohammad Reza Akhavan

Date: 1/11/12