

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

In the Matter of:)	
)	
Colony Club, LLC)	
)	
Applicant for a New)	
Retailer's Class CT License)	License No. ABRA-094321
)	Order No. 2014-134
at premises)	
3118 Georgia Avenue, N.W.)	
Washington, D.C. 20010)	

Colony Club, LLC (Applicant)

Kent Boese, Chairperson, Advisory Neighborhood Commission (ANC) 1A

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

The official records of the Alcoholic Beverage Control Board (Board) reflect that Colony Club, LLC, Applicant for a new Retailer's Class CT license, located at 3118 Georgia Avenue, N.W., Washington, D.C., and ANC 1A have entered into a Settlement Agreement (Agreement), dated April 9, 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 Kent Boese, on behalf of ANC 1A, are signatories to the Agreement.

Accordingly, it is this 1st day of May, 2014, **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 10 (Notice and Opportunity to Cure) – The following sentence shall be modified to read as follows: “If 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 and diligently pursue such cure), such failure shall constitute a cause for the ANC to file a complaint with the ABC Board, pursuant to D.C. Official Code § 25-446(e).”

The parties have agreed to this modification.

2. Copies of this Order shall be sent to the Applicant and ANC 1A.

District of Columbia
Alcoholic Beverage Control Board

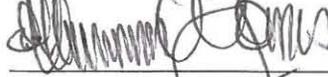


Ruthanne Miller, Chairperson

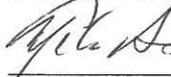


Nick Alberti, Member

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).

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ADVISORY NEIGHBORHOOD COMMISSION 1A

SMD 1A01 – Daniel Kornfield
SMD 1A04 – Morgan Corr
SMD 1A07 – Thomas Boisvert
SMD 1A10 – Anthony Cimino

SMD 1A02 – Vicky Wright-Smith
SMD 1A05 – Kevin Holmes
SMD 1A08 – Kent Boese
SMD 1A11 – Dotti Love Wade

SMD 1A03 – Steve Swank
SMD 1A06 – Patrick W. Flynn
SMD 1A09 – Bobby Holmes
SMD 1A12 – Rosalind M. Gilliam

SETTLEMENT AGREEMENT

THIS VOLUNTARY AGREEMENT (“Agreement”) is made on this 9th day of April 2014 by and between Colony Club, LLC (“Applicant”), and Advisory Neighborhood Commission 1A (“Protestant”), (collectively, the “Parties”).

WITNESSETH

WHEREAS, Applicant has applied for a License Class CT for a business establishment (“Establishment”) located at 3118 Georgia Avenue, N.W., Washington, D.C. (“Premises”);

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board (“ABC Board”) approve the Applicant’s license application conditioned upon the Applicant’s compliance with the terms of this written Agreement; and

WHEREAS, the Parties are desirous of entering into a Settlement Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect on (i) the peace, order and quiet of the neighborhood and (ii) pedestrian safety and vehicular traffic, and to eliminate the need for a Protest Hearing regarding the license application.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, 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 will manage and operate a café style establishment.

3. ***Hours of Operation and Sales.*** The Applicant's hours of operation shall be as follows:

Sunday through Thursday 7:00 a.m. – 2:00 a.m.
Friday & Saturday 7:00 a.m. – 3:00 a.m.

The Applicant's hours for selling and serving alcohol shall be as follows:

Sunday through Thursday 10:00 – 2:00 a.m.
Friday and Saturday 10:00 a.m. – 3:00 a.m.

The Applicant's hours for selling and serving alcohol on the Summer Garden shall be as follows:

Sunday through Thursday 10:00 a.m. – 2:00 a.m.
Friday and Saturday 10:00 a.m. – 3:00 a.m.

On special occasions the establishment may stay open later if permissible by DC law or ABRA.

4. ***Floors Utilized and Occupancy.*** The Applicant will operate its establishment on the ground and second floors of the building and the summer garden. The Establishment will have no more than are permissible by code and Fire regulations.

5. ***Noise, Entertainment, and Privacy:***

a. Applicant will strictly comply with D.C. Official Code § 25-725. 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's homes. Applicant agrees to keep its doors and windows closed when live music is being played at the establishment. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry or exit doors.

b. Applicant may offer entertainment for patrons only with an entertainment endorsement and may have recorded and background music without an entertainment endorsement. "Entertainment" means live music or any other live performance by an actual person, including live bands, karaoke, comedy shows, poetry readings, and disc jockeys. The term "entertainment" shall not include the operation of a juke box, a television, a radio, or other prerecorded music.

c. Applicant shall configure any and all speaker systems such as to minimize sound from being heard outside the premises.

d Applicant agrees to post notices notifying patrons and employees to be respectful of

the residential area: no littering, no loitering, and no excessive noise.

6. **Public Space and Trash.** Applicant shall keep the sidewalk (up to and including the curb), tree box(es), curb, and abutting alley clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently during operating hours to assure that refuse and other materials are promptly removed. The Applicant agrees to obtain a dumpster to be placed in the rear of the building. Applicant shall ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and so that no garbage is placed on the abutting property.
8. **Rats and Vermin Control.** The Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract upon the request of the Board. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there is not garbage and odors present the following morning.
9. **License Ownership and Compliance with ABRA Regulations.** Applicant promises to Protestants that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees, and agrees that Protestants shall have standing to ask the ABC Board to enforce any violations of the agreement.
10. **Notice and Opportunity to Cure.** In the event that any of the parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If Applicant or the 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 and diligently pursues such cure) failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-447. 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:

Colony Club, LLC
3118 Georgia Avenue, NW
Washington, DC, 20010
Attn: Max Zuckerman
(301) 980-8867

If to Protestants:

Advisory Neighborhood Commission 1A
1380 Monroe Street, NW, #103
Washington, DC, 20010
Attn: Kent Boese, Chairman
202- 904-8111

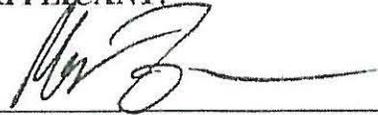
Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

PROTESTANT:



Kent Boese
Chairman, ANC 1A

APPLICANT:



Max Zuckerman
Owner, Colony Club LLC