

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

In the Matter of:)	
)	
Decades, LLC)	
t/a Decades)	
)	
Applicant for a New)	
Retailer's Class CN License)	License No.: ABRA-103505
)	Order No.: 2016-631
at premises)	
1219 Connecticut Avenue, N.W.)	
Washington, D.C. 20036)	
)	

Decades, LLC, t/a Decades (Applicant)

Nicole Mann, Chairperson, Advisory Neighborhood Commission (ANC) 2B

Carl Nelson, on behalf of A Group of Residents

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member
Mafara Hobson, Member
Jake Perry, Member

ORDER ON SETTLEMENT AGREEMENT

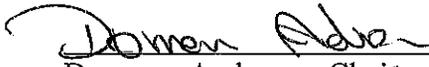
The official records of the Alcoholic Beverage Control Board (Board) reflect that Decades, LLC, t/a Decades, Applicant for a new Retailer's Class CN license, located at 1219 Connecticut Avenue, N.W., Washington, D.C., ANC 2B, and a Group of Residents have entered into a Settlement Agreement (Agreement), dated October 16, 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; Chairperson Nicole Mann, on behalf of ANC 2B; and Carl Nelson, on behalf of the Group of Residents; are signatories to the Agreement.

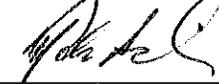
Accordingly, it is this 2nd day of November, 2016, **ORDERED** that:

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; and
2. Copies of this Order shall be sent to the Applicant, ANC 2B, and Carl Nelson, on behalf of the Group of Residents.

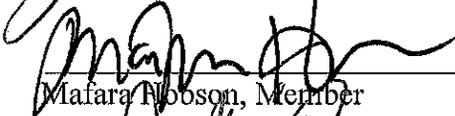
District of Columbia
Alcoholic Beverage Control Board

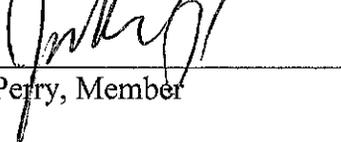

Donovan Anderson, Chairperson


Nick Alberti, Member


Mike Silverstein, Member


James Short, Member


Mafara Robson, Member


Jake Perry, 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

THIS SETTLEMENT AGREEMENT ("Agreement") is by and between, Decades LLC, dba Decades, ("Applicant"), a Group of Five or More Residential and Business neighbors from the 1700 block of N Street NW, the Palladium Condominium at 1325 18th Street NW, and the Jefferson Row Condominium at 1830 Jefferson Place NW Street NW ("Residents"), and Advisory Neighborhood Commission 2B, ("ANC 2B") (collectively, "Parties"). As this is a new business, there are no existing settlement agreements or ABC Board orders

WHEREAS, Applicant has applied for Class C nightclub license for a business establishment ("Establishment") located at 1219 Connecticut Avenue, NW, Washington, DC;

WHEREAS, the Parties have agreed to the terms of this Agreement and request that the Alcoholic Beverage Control Board ("ABC Board") approve said license conditioned upon the Applicant's compliance with this Agreement;

WHEREAS, the Parties desire to settle the protest pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment;

WHEREAS, this space has been used as a nightclub since at least 2005;

WHEREAS, the large roof deck atop the premises was built in 2013 without construction permits and with ANC approval for only a small occupancy of 30 seats,

WHEREAS, over several years a concentration of nightclubs has been established in the area known as "Club Central," which is located along Connecticut Avenue;

WHEREAS, the levels of amplified sound emanating from Club Central nightclubs individually and collectively has risen in recent years to the point that local residents are complaining that the noise is entering their homes, interfering with the quiet enjoyment of their homes, disturbing their sleep, and negatively impacting their property values;

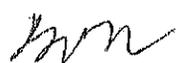
WHEREAS, the District of Columbia Noise Control Act and regulations at section 25-725, as amended, requires nightclubs to contain amplified sound;

WHEREAS, the Noise Control Act places the responsibility and expense of compliance upon all nightclubs operating in Club Central, including Applicant;

WHEREAS, Applicant recognizes that compliance with the Noise Control Act is of paramount importance to current and future residents, and is essential to the District's plan to increase mixed use and population density;

WHEREAS, Applicant acknowledges that amplified sound emanating from outdoor spaces could exceed the limits of the Noise Control Act;

WHEREAS, large numbers of nightlife patrons tend to leave litter on the sidewalks and streets south of Dupont Circle;



WHEREAS, large establishments in a cluster of large nightlife establishments create public safety concerns related to traffic, compromised walking and driving abilities due to inebriation, and the possibility of violence;

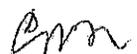
WHEREAS, older buildings originally built for other uses must be carefully refitted and managed to ensure the safety of nightlife patrons;

WHEREAS, Advisory Neighborhood Commission 2B wants Applicant and other nightlife establishments in Club Central to be economically successful;

WHEREAS, Applicant and Residents agree that economic success, public safety, and compliance with the Noise Control Act are not mutually exclusive, and that good nightlife management can minimize problems;

NOW, THEREFORE, the Parties agree as follows:

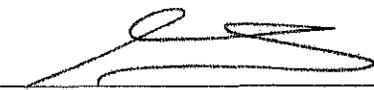
1. **Hours of operation:** Sunday through Saturday on premises including the summer garden: 8 am to 4 am.
2. **Hours of alcohol service:**
 - a. Sunday through Thursday 8 am to 2 am with additional hours as allowed by law under 25-723 (c) for holidays ,
 - b. Friday and Saturday 8 am – 3 am with additional hours as allowed by law under 25-723 (c) for holidays .
3. **Hours of Entertainment:** Inside the premises (2nd, 3rd, and 4th floors) and on the roofdeck/summer garden: allowed during hours of operation.
4. **Doors and windows:** The doors and windows of the premises shall be kept closed at all times during business hours when music is being played or when sound amplification is being used on the premises except when patrons are in the act of entering or leaving the premises. At the close of business when the number of departing patrons necessitates keeping the door(s) open, Applicant will lower internal sound levels as necessary, particularly on the ground level near the door.
5. **Noise abatement:** Applicant agrees to establish and enforce maximum sound levels for its establishment and employ sufficient noise abatement measures to ensure that no amplified sound emanates from the first floor entrance, the three enclosed floors of the establishment, nor the roof deck/summer garden.
6. **Maximum noise limits:** Applicant understands that the 60 db(A) limit imposed by the Noise Control Act means that amplified sound may be heard outside of the establishment, but only at conversational levels.
7. **Prohibition of amplified music in public spaces:** no outside speakers shall be placed on the Connecticut Avenue side of the building or in the rear alley.

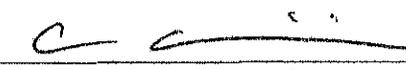


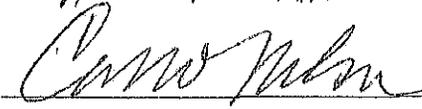
8. **Crowd Control and Management of Patrons Entering and Leaving the Premises:**
a) Applicant will manage entry and lines of patrons awaiting entry so as to maintain a clear right of way of at least ten feet in front of the premises. Applicant agrees to perform necessary identification checks at the front door or in the ground floor vestibule prior to patrons gaining access to the stairs leading to the upper floors. b) Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front or to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas at closing.
9. **Trash/garbage/rodents:** Applicant shall maintain regular trash/garbage removal services, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster areas remain clean. Applicant shall deposit trash and garbage only in rodent-proof dumpsters, and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant will make every reasonable to eliminate food sources for rodents.
10. **Maintenance of the Exterior of the Premises including Public Space:** Applicant shall assist in the maintenance of the alleyway behind the premises and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulations in these respects. Applicant shall, either immediately after the close of business each night, or before 7:00 am on weekdays and 8:00 am on week ends, pick up trash and liter which might accumulate in front of the premises, so as to keep the areas reasonably free of trash and debris.
11. **Continuing cooperation:**
- a. Applicant will provide the Parties the name and phone number of the general manager, who is responsible for compliance with the Noise Control Act. If residents contact this person, he will take reasonable steps to determine whether sound levels are too high – and promptly lower sound levels as needed to comply with this Agreement and the Noise Control Act.
12. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed as original, but all together shall constitute the same instrument.
13. **Withdrawal of protest:** upon execution of this Agreement and its acceptance by the ABC Board, the protest of the Applicant's application for license filed by the Parties hereto shall be deemed withdrawn.

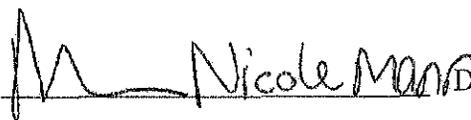
cmr

Executed on this date, October _____, 2016

By:  Date: 10/16/16
ANTONIS KARAGOUNIS

By:  Date: 10/16/16
ARMAN AMIRSHAHI

By:  Date: 10/16/16
Carl Nelson, Neighbor Representative

By:  Date: 10/19/16
Nicole Mann, C, ANC Representative