

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

**In the Matter of:** )  
 )  
2032 P St, LLC )  
t/a Emissary )  
 )  
Application for Substantial Change )  
(Increase the Occupancy) )  
to a Retailer’s Class CT License )  
 )  
at premises )  
2032 P Street, N.W. )  
Washington, D.C. 20036 )  
 )

Case No.: 16-PRO-00107  
License No.: ABRA-101155  
Order No.: 2016-680

2032 P St, LLC, t/a Emissary (Applicant)

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

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

**ORDER ON SETTLEMENT AGREEMENT AND  
WITHDRAWAL OF ANC 2B’S PROTEST**

The Application filed by 2032 P St, LLC, t/a Emissary (Applicant), for a Substantial Change to increase its occupancy, was protested by ANC 2B.

The official records of the Board reflect that the Applicant and ANC 2B entered into a Settlement Agreement (Agreement), dated November 13, 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 Chairperson Nicole Mann, on behalf of ANC 2B, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 2B.

Accordingly, it is this 30th day of November, 2016, **ORDERED** that:

1. The Application filed by 2032 P St, LLC, t/a Emissary, for a Substantial Change to increase its occupancy load, to its Retailer's Class CT License located at 2032 P Street, N.W., Washington D.C., is **GRANTED**;
2. The Protest of ANC 2B in this matter is hereby **DISMISSED**;
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 9 (Rats and Vermin Control) – The second sentence shall be modified to read as follows: “Applicant shall provide proof of its rat and vermin control contract to the ABC Board upon request.”

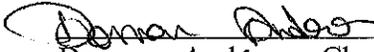
Section 11 (License Ownership and Compliance with ABRA Regulations) – The following language shall be removed: “Applicant also specifically agrees to be the sole owner of the ABC license.”

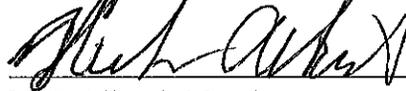
Section 12 (Notice and Opportunity to Cure) – The third sentence shall be modified to read as follows: “If Applicant or the licensee fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30-days to cure, fails to commence sure of such breach and diligently pursues such cure) failure shall constitute cause for filing a complaint with the ABC Board pursuant to D.C. Official Code § 25-447.”

The parties have agreed to these modifications.

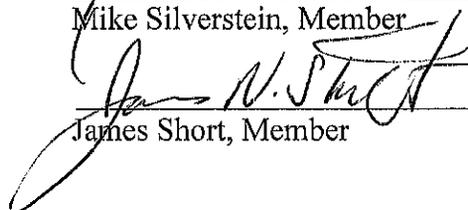
4. Copies of this Order shall be sent to the Applicant and ANC 2B.

District of Columbia  
Alcoholic Beverage Control Board

  
\_\_\_\_\_  
Donovan Anderson, Chairperson

  
\_\_\_\_\_  
Nick Alberti, Member

  
\_\_\_\_\_  
Mike Silverstein, Member

  
\_\_\_\_\_  
James Short, Member

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Mafara Hobson, Member

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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 14<sup>th</sup> 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).

THIS SETTLEMENT AGREEMENT (“Agreement”) is made on this 13 day of November, 2016 by and between 2032 P St, LLC t/a Emissary, License #101155 (“Applicant”), and Advisory Neighborhood Commission 2B (“Protestant”), (collectively, the “Parties”).

WITNESSETH

WHEREAS, Applicant has applied for a License Class CR, License Number 101155, for a business establishment (“Establishment”) located at 2032 P Street NW, Washington, D.C. (“Premises”);

WHEREAS, Protestant is Advisory Neighborhood Commission 2B, who filed a timely protest (the “Protest”) against the issuance of the Applicant’s license application pursuant to D.C. Official Code § 25-601(1) and 601(4), respectively;-

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 Voluntary 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) adverse impact on the peace, order, and quiet of the neighborhood, 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 CR with an emphasis on food and a variety of live entertainment, as noted below. Any change from this model shall be considered by both Parties to be a substantial change in operation of great concern to residents and requires prior approval by the ABC Board.
3. ***Hours of Operation and Sales.*** The Applicant’s hours of operation shall be as follows:

Sunday 6 a.m. – 1:30 a.m.,  
Monday through Thursday 6 a.m.– 1:30 a.m.,  
Friday and Saturday 6 a.m. – 2:30 a.m.  
The Applicant’s hours for selling and serving alcohol shall be as follows:

Sunday 10:30 a.m. – 1:30 a.m.,  
Monday through Thursday 11:30 a.m.– 1:30 a.m.,

Friday 11:30 a.m. – 2:30 a.m.  
Saturday 10:30 a.m – 2:30 a.m.

**4. Floors Utilized and Occupancy.** The Applicant will operate its establishment on the ground floor of the building. The applicant may operate catering for special events on the second floor of the establishment provided events which are open to the general public conclude by 11 p.m. Sunday-Thursday and 12 a.m. Saturday and Sunday, and no event may engage the use of a promoter. The Establishment will have no more than 93 seats and the maximum occupancy of the Establishment shall not exceed 93 patrons.

**5. Parking/Valet Arrangements.** It is a principal concern of the Protestants that the Applicant's operation of the Establishment does not create or exacerbate parking problems within the ANC boundaries. Applicant shall not provide valet parking.

**6. Sidewalk Café.** Applicant plans to provide sidewalk café seating for its patrons. Protestant will not object to the 20 seat patron limit; Applicant agrees that it shall not seek to expand the capacity of the sidewalk café without amendment of this Agreement. Applicant will direct that its employees inspect the sidewalk café at least once each hour to ensure its cleanliness. The sidewalk café shall close each day of the week no later than 11 p.m. Sunday through Thursday and 12 a.m. Friday and Saturday.

**7. Noise and Privacy.** Applicant will strictly comply with D.C. Official Code § 25-725 and to that shall take all necessary actions to ensure that music, noise and vibration from the Establishment are not audible within the adjacent residential properties. 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.

**8. Public Space and Trash.** Applicant shall keep the sidewalk (up to and including the curb), tree box(es), curb, and 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 to assure that refuse and other materials are promptly removed. The Applicant agrees to obtain a secure trash service to be placed in the rear of the building. Applicant shall ensure that the area around the secure trash receptacles are kept clean at all times and the secure trash receptacle is placed such that it does not encroach on the abutting property owners and so that no garbage is placed on the abutting property.

**9. 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 Protestants. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there are not garbage and odors present the following morning.

**10. Security Cooperation in Stemming Illegal Drugs and Public Drinking.** Protestants are concerned that the large capacity sought by the Applicant for the Premises will pose security and crime issues. Applicant agrees that it shall take all necessary steps to

minimize such problems, including, without limitation, designating a sufficient number of employees to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; monitoring for and prohibiting sales or use of illegal drugs 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. This will include providing an appropriate number of security officers, at all times when the Establishment is open to the public, who shall be responsible for ensuring that any individuals who are simply loitering are asked to move along.

**11. 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 licenses, and agrees that Protestants shall have standing to ask the ABC Board to enforce any violations of the agreement. Applicant also specifically agrees to be the sole owner of the ABC license.

**12. 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:

**Contact information for both the Establishment and the Protestants should be inserted into this area.**

If to Applicant: Elias Hengst  
2032 P St NW  
Washington, DC  
(202) 552-9881

If to Protestants: Advisory Neighborhood Commission 2B  
9 Dupont Circle NW  
Washington, DC 20036  
Attn: Chair  
(360) 200-8978

Failure to give notice shall not constitute waiver or acquiescence to the violation,

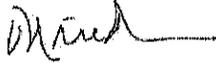
but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

14. ***Withdrawal of Protest.*** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, Protestants shall withdraw the Protest.

ANC or other Protesting Organization

Nicole Mann

By: Printed Name



Signature

**APPLICANT:**

EMISSARY

Establishment's Name

Elias Hengst



By: Printed Name/ Title