

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

In the Matter of:)	
)	
Eritrean Cultural & Civic Center)	
t/a Eritrean Cultural Center)	
)	
Applicant for Transfer to a New Location)	License No.: ABRA-015698
of a Retailer's Class CX Multipurpose Facility License))	Order No.: 2016-546
)	
at premises)	
2154 24 th Place, N.E.)	
Washington, D.C. 20018)	

Eritrean Cultural & Civic Center, t/a Eritrean Cultural Center (Applicant)

Jacqueline Manning, Chairperson, Advisory Neighborhood Commission (ANC) 5C

Kevin Mullone, on behalf of a Group of Five or More Individuals

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

**ORDER ON SETTLEMENT AGREEMENT AND DISMISSAL
OF A GROUP OF FIVE OR MORE INDIVIDUALS' PROTEST**

The Application filed by Eritrean Cultural & Civic Center, t/a Eritrean Cultural Center, for a Transfer to a New Location from 1214 18th Street, N.W. to 2154 24th Place, N.E., Washington, D.C., of its Retailer's Class CX Multipurpose Facility License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on September 12, 2016, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 5C entered into a Settlement Agreement (Agreement), dated September 20, 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 Jacqueline Manning and Commissioners Walter De Leon and Gail Brevard, on behalf of ANC 5C, are signatories to the Agreement.

The Board dismissed the Protest of the Group of Five or More Individuals pursuant to D.C. Official Code § 25-609(b), which states that "...In the event that an affected ANC submits a settlement agreement to the Board on a protested license application, the Board, upon its approval of the settlement agreement, shall dismiss any protest of a group of no fewer than 5 residents or property owners meeting the requirements of § 25-601(2)..."

Accordingly, it is this 5th day of October, 2016, **ORDERED** that:

2. 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 11 (MPD Reimbursable Detail) – This Section shall be modified to read as follows: "An MPD reimbursable detail will be used by the ECCC for any major event held at the Premises. For purposes of this section, a "major event," shall be defined as one consisting of 500 or more people."

Section 12 (Notice of Intent to Transfer ABC License) – This Section shall be modified to read as follows: "The ECCC is encouraged to appear before an ANC meeting to discuss any future contemplated transfer of the ABC License to new owners."

Section 13 (Participation in ANC 5C) – This Section shall be modified to read as follows: "In order to maintain an open dialog with ANC 5C ECCC is encouraged to regularly send a representative to the meeting of the ANC. ECCC, upon notice from the ANC, is encouraged to send a representative of the establishment to a meeting(s) or the respective organization to discuss neighborhood concerns and explore solutions to any problems associated with ECCC's operations. Current contact numbers of the LLC managing member and general manager will be provided to the ANC."

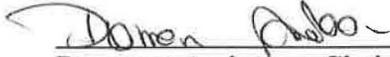
Section 16 (Binding Effect) – The term "assigns" shall be removed.

Section 17 (Notices) – This second sentence shall be modified to read as follows: "Failure to correct a material violation of this Agreement or the ABC license by ECCC within the period of cure shall constitute grounds for filing a complaint with the ABC Board in accordance with D.C. Official Code § 25-447."

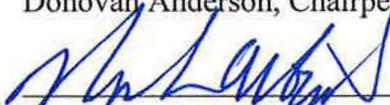
The parties have agreed to these modifications.

3. The Protest of the Group of Five or More Individuals is **DISMISSED**; and
4. Copies of this Order shall be sent to the Applicant, ANC 5C, and Kevin Mullone, on behalf of a Group of Five or More Individuals

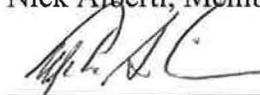
District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson



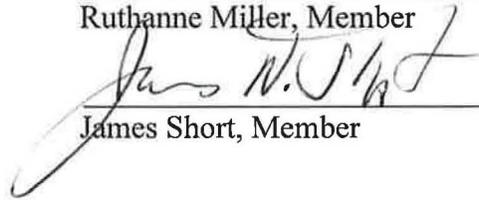
Nick Alberti, Member



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).

COOPERATIVE AGREEMENT ALCOHOLIC BEVERAGE
REGULATION ADMIN

THIS COOPERATIVE AGREEMENT made and entered into this 20th day of September, 2016 (the "Agreement") by and between ANC 5C02 and the ECCC and the ECCC Cultural and Civic Center ("ECCC").

ABRA ✓

WITNESSETH

WHEREAS, ECCC has applied for an Alcoholic Beverage Retailer's License (ABRA-015698) Class "CX" (the "License") Transfer to premises located at 2154 24th Place, NE, Washington DC 20018 (the "Premises") for the operation of a Cultural and Civic Center which is located within ANC 5C02 and the Woodridge South Community Association boundaries;

WHEREAS, the ANC has raised concerns about the operation of the ECCC;

WHEREAS, the parties have discussed the concerns of the ANC and have reached an understanding related to the operation of the establishment.

WHEREAS, the parties have entered into this Agreement and request that the Alcoholic Beverage Control Board approve issuance of the License conditioned upon ECCC's compliance with the terms and conditions of this Agreement; and

WHEREAS, the parties jointly request that the Alcoholic Beverage Control Board give "great weight" to the concerns of the ANC and the resolution of those concerns by this Agreement.

WHEREAS, the parties jointly request that the Alcoholic Beverage Control Board grant the license transfer application of the ECCC as conditioned by this agreement.

NOW, THEREFORE, in consideration of the recitals set forth above, the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
2. **Waste Removal/Pest Control.** ECCC shall maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remain clean. Trash and garbage shall be deposited only in rodent proof containers/dumpsters, and all covers will be properly secured and remain closed except when trash/garbage is being added or removed. All reasonable efforts will be made to eliminate food sources for rodents and eliminate the rat population.

3. **Exterior/Public Space.** ECCC shall assist in the maintenance of the alley behind and the space in front of the establishment to at least 18 inches from the curb as needed to keep them free of trash and will comply with all applicable D.C. laws and regulations in these respects. All reasonable efforts will be made to prevent or disperse loitering and 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.
4. **Occupancy.** The occupancy of ECCC shall not exceed the capacity provided in its Certificate of Occupancy.
5. **Training.** All managers and servers shall undergo alcohol awareness training (TAMS or TIPS). ECCC shall arrange and pay the costs of alcohol awareness training and employees who have not been trained, or whose training certification has expired, shall be trained at the next most available alcohol awareness training session.
6. **Identification Checking Procedures.** ECCC's policy shall be that identification cards shall be checked for all patrons who order or consume alcohol.
7. **Publication of Alcohol Policy.** ABRA's Alcoholic Beverage Consumption and Distribution Policy shall be posted prominently in the Premises.
8. **Quiet Egress Signage.** The ECCC will display conspicuously near the front exit doors two signs conveying to its patrons that they should be considerate and quiet when departing the premises as nearby residents can be affected by loud noises and talking. The signage will approximately read, "Please be considerate of neighboring residents and keep your conversations and noise levels down to a minimum."
9. **On Site Parking.** All onsite parking will be for the use of the ECCC guests and patrons only.
10. **Valet Parking.** The ECCC shall provide valet or satellite parking (with shuttle bus) for any major event held at the Premises. Valets will be instructed that no vehicles are to be valet parked on public streets at any time.
11. **MPD Reimbursable Detail.** An MPD reimbursable detail will be used by the ECCC for any major event held at the Premises.
12. **Notice of Intent to Transfer ABC License.** The ECCC shall appear before an ANC meeting to discuss any future contemplated transfer of the ABC license to new owners. Such appearance before the ANC shall occur prior to any transfer of the ABC license.
13. **Participation in ANC 5C.** In order to maintain an open dialog with ANC 5C, ECCC is required to regularly send a representative, to the meeting of the ANC. ECCC, upon notice from the ANC, shall send a representative of the establishment to a meeting(s) or the respective organization to discuss neighborhood concerns and explore

solutions to any problems associated with ECCC's operations. The ECCC will make its venue available bi-annually for community use, upon advance notice and scheduling by ANC 5C. Current contact numbers of the LLC managing member and general manager will be provided to the ANC.

14. **Use of Promoters.** The ECCC will not use outside nightlife promoters or allow the Venue to be used as a nightclub open to the public.

15. **Sound Proofing.** Sound proofing and or noise reducing baffling will be installed at the ECCC venue.

16. **Binding Effect.** This Voluntary Agreement shall be binding upon and enforceable against the successors and assigns of ECCC.

17. **Notices.** In the event of a violation of the provisions of this Voluntary Agreement, ECCC shall be notified in writing by the person alleging such violation and given an opportunity to cure such violation within fifteen (15) days thereafter before action against ECCC on the basis of such violation may be taken. If a material violation of this Agreement or its ABC license by ECCC has not been corrected within the period for cure, shall constitute cause for seeking a Show Cause Order from the ABC Board. Any notices required to be made under this Agreement shall be in writing and mailed by certified mail, return receipt requested, sent by facsimile using a device which indicates receipt on sender's copy, or hand-delivered, to the other party to this Agreement. Notice is deemed to be received upon mailing.

Notice is to be given as follows:

If to ECCC, to:
At Establishment

If to ANC:
c/o
ANC 5C
PO Box 91902
Washington, DC 20090

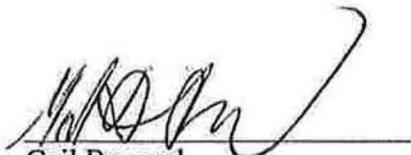
SEEN AND AGREED:



Jacqueline Manning
ANC 5C Chairperson



Dawit Haile
ECCC Managing Member



Gail Brevard
ANC 5C Secretary



Walter De Leon
ANC 5C02 Commissioner