

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

_____)	
In the Matter of:)	
)	
Par Bar, LLC)	
t/a H Street Country Club)	
)	
Application for Substantial Change)	
(Sidewalk Café))	
to a Retailer's Class CT License)	License No. ABRA-076649
)	Order No. 2012-253
at premises)	
1335 H Street, N.E.)	
Washington, D.C. 20002)	
_____)	

Par Bar, LLC, t/a H Street Country Club (Licensee)

David Holmes, Chairperson, Advisory Neighborhood Commission (ANC) 6A

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

ORDER ON AMENDMENT TO VOLUNTARY AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Par Bar, LLC, t/a H Street Country Club, (Licensee), and ANC 6A entered into a Addendum to Voluntary Agreement (Addendum), dated November 17, 2009, that governs the operation of the Licensee's establishment. This matter comes now before the Board to consider the Parties' Amendment to Voluntary Agreement (Amendment), dated April 12, 2012, in accordance with D.C. Official Code § 25-446 (2001).

The official records of the Board reflect that the Parties have agreed to amend their current Voluntary Agreement to add a sidewalk café.

Par Bar, LLC
t/a H Street Country Club
License No. ABRA-076649
Page 2

The Amendment has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson David Holmes, on behalf of ANC 6A, are signatories to the Amendment.

Accordingly, it is this 13th day of June, 2012, **ORDERED** that:

1. The above-referenced Amendment to Voluntary Agreement, dated April 12, 2012, submitted by the Licensee and ANC 6A to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
2. Copies of this Order shall be sent to the Licensee and ANC 6A.

Par Bar, LLC
t/a H Street Country Club
License No. ABRA-076649
Page 3

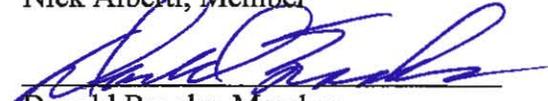
District of Columbia
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson

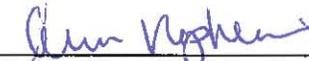


Nick Alberti, Member

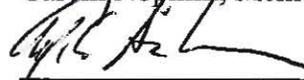


Donald Brooks, Member

Herman Jones, Member



Calvin Nophlin, Member



Mike Silverstein, 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.



Made this 12th day of April, 2012

by and between

H Street Country Club (ABRA# 76649)
1335 H Street NE
Washington DC 20002
and
Advisory Neighborhood Commission 6A

The following agreement is made with regard to the substantial change filed for H Street Country Club located at 1335 H Street NE. The Voluntary Agreement between the parties listed above is amended with the following agreement which will become an addendum to the current VA.

In order to mitigate noise on an outdoor patio or summer garden the following steps will be taken:

- 1) Applicant shall not offer any type of live or pre-recorded music on the patio.
- 2) A fence or other barrier will enclose the entire perimeter.
- 3) No fewer than two signs will be clearly posted to remind guests to keep their voices at normal speaking volume.
- 4) Staff will monitor the outdoor area to make sure guests do not raise their voices above normal speaking tones.
- 5) Potted plants, trees, fountains or other types of noise mitigation techniques will be incorporated into the decor.
- 6) No more than 12 people may be on the patio at one time.
- 7) The patio must be closed and cleared of all patrons and staff when licensed alcohol sales for the patio end for the day.

Since this outdoor patio is located on public space, the hours of operation of the patio will be limited until 11:00 p.m. Sunday through Thursday evenings and 12:00 a.m. on Friday and Saturday evenings. The sale and consumption of alcoholic beverages must end at that time and the patio must be cleared of all patrons.

Applicant:

By: BARBARA VERRERA Date: 4/12/12

Signature: _____

Advisory Neighborhood Commission 6A Representative:

By: DAVID HOLMES Date: 4-12-12

Signature: _____

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

In the Matter of:)

Par Bar, LLC)
t/a H Street Country Club)

**Substantial Change to a
Retailer's Class CT License**)

at premises)
1335 H Street, N.E.)
Washington, D.C. 20002)

License No. 76649
Order No. 2010- 341

Par Bar, LLC, t/a H Street Country Club ("Applicant")

Kelvin Robinson, Chairperson, Advisory Neighborhood Commission 6A ("ANC 6A")

Robert Pittman, on behalf of the Linden Neighborhood Association ("Protestants")

BEFORE: Charles Brodsky, Chairperson
Mital M. Gandhi, Member
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Michael Silverstein, Member
Calvin Nophlin, Member

ORDER ON VOLUNTARY AGREEMENTS AND DISMISSAL OF PROTEST

The Substantial Change Application for a Retailer's Class CR License, having been protested, came before the Board on February 16, 2010, in accordance with D.C. Official Code § 25-601 (2001). The Linden Neighborhood Association ("Protestants") filed timely opposition on February 1, 2010. On January 29, 2010, the Board received an Addendum to Voluntary Agreement between the Applicant and Kelvin Robinson, on behalf of ANC 6A, although ANC 6A did not file a protest in this matter.

The official records of the Board reflect that the Applicant and the Protestants have entered into a Voluntary Agreement, dated April 14, 2010, setting forth the terms and conditions that govern the operation of the Applicant's establishment. This Agreement constitutes a withdrawal of the Protest of this Application.

The Board's official records also reflect that the Applicant and ANC 6A entered into a separate Addendum to Voluntary Agreement, dated November 17, 2009, that has also been reduced to writing and properly executed and filed with the Board.

The Board is approving these two Agreements and notes that where there are differences between the two Agreements with regard to the terms and conditions, the Agreement with the more restrictive terms will govern.

Accordingly, it is this 19th day of May 2010, **ORDERED** that:

1. The Application filed by Par Bar, LLC, t/a H Street Country Club, for a new Retailer's Class CT License located at 1335 H Street, N.E., Washington, D.C., is **GRANTED**;
2. The Protest in this matter is hereby **DISMISSED**;
3. This above-referenced Voluntary Agreements submitted by Applicant, ANC 6A, and Protestants to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except the phrase in Section 1(a) of the voluntary agreement between the Applicant and ANC 6A that reads:

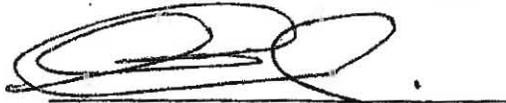
"The hours for the patio will be until 11 PM on weekdays and 12 PM on weekends."

The phrase shall read:

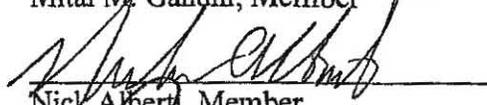
"The hours for the patio will be until 11 PM on weekdays and 12 AM on weekends."

4. Copies of this Order shall be sent to the Applicant, ANC 6A, and Protestants.

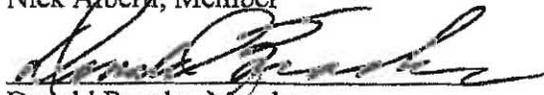
District of Columbia
Alcoholic Beverage Control Board



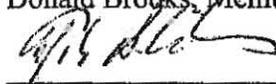
Mital M. Gandhi, Member



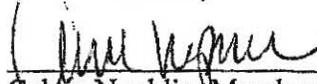
Nick Albert, Member



Donald Brooks, Member

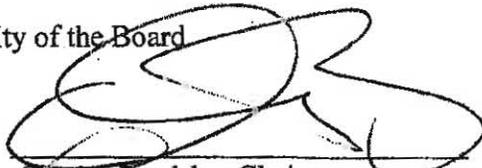


Michael Silverstein, Member (Abstain from voting on the voluntary agreement with Protestants)



Calvin Nophlin, Member (Abstain from voting on the voluntary agreement with Protestants)

I dissent from the position taken by the majority of the Board



Charles Brodsky, Chairperson



Herman Jones, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), 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, 1250 U Street, N.W., Third Floor, Washington, D.C. 20009.

H Street Country Substantial Change Cooperative Agreement

This Cooperative Agreement is designed to reflect the concerns and issues of residents within 600 feet of the H Street Country Club located at 1335 H Street, N.E. in the Old City H Street neighborhood.

Whereas, this Cooperative Agreement is meant to be a document designed to provide clear understanding to the licensed establishment, resident, police or government agency as to how all concerned wish for the laws on public safety and public health to be managed in relation to the consumer who will use the services of the establishment;

Now, therefore, in consideration of the mutual covenants and conditions set forth below the Parties agree as follows:

Made this 14th day of April, 2010, by and between Jac Engel; Par Bar, LLC, trading as the H Street Country Club and officers of the Linden Neighborhood Association, Inc. hereby agree that:

H Street Country Club will make efforts to advertise to patrons to walk, cab, bike, and avoid parking in the nearby streets in the neighborhood. The Establishment will work with local government to promote public parking and public transportation when coming to the corridor.

All Parties have read and mutually agree to the provisions of this document now affix their seal and; Therefore the Protestants withdraw its protest of the H Street Country Club.

This Cooperative Agreement shall be executed in 3 (Three) counterparts, each of which shall constitute an original.

Parties to this action are:

Jac Engel
Owner
4/14/10
Date

[Signature]
Executive Officer
[Signature]
President

[Signature]
Secretary

Made this 17 day of November, 2009 by and between
Joe Engert
PAR BAR, LLC
(H Street Country Club)
1335 H Street NE,
Washington, DC, 20002
and
Advisory Neighborhood Commission 6A

The following agreement is made with regard to the substantial change filed for H Street Country Club, ABRA License # 076649, located at 1335 H Street, NE. The Voluntary Agreement between the parties listed above is amended with the following agreement which will become an addendum to the current VA.

- 1) In order to mitigate noise concerns on the roof top, the following steps will be taken:
- a) The hours for the patio will be until 11PM on weekdays and 12PM on weekends.
 - b) Applicant shall not offer any type of live or pre-recorded music on the patio.
 - c) Speakers and/or amplified sound is not allowed.
 - d) A 4 foot fence, wall or other barrier will enclose the entire perimeter.
 - e) No fewer than two signs will be clearly posted to remind guests to keep their voices at normal speaking volume.
 - f) Staff will monitor the outdoor area to make sure guests do not raise their voices above normal speaking tones.
 - f) Potted plants, trees, fountains or other types of noise mitigation techniques will be incorporated into the summer garden decor.
- 2) The entertainment endorsement must comply with all of the following terms:
- a) The entertainment will be provided only in indoor space of the establishment, not on the rooftop.
 - b) The entertainment will be limited to four nights during the year: July 4th, St. Patrick's Day, Halloween, and New Year's Eve. (The establishment may extend its hours on New Year's Eve.)

In Witness Whereof

The parties have affixed hereto their hands and seals.

Applicant:

By: Joseph A. Engert
11/17/09

Date:

Signature: Joseph Fengler

Advisory Neighborhood Council Representative:

By: Joseph Fengler

Date: 12/10/09

Signature: Joseph Fengler

ABC Board-Licensed Manager:

By: Blair Zeevos

Date:

Signature: Blair Zeevos

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

<u>In the Matter of:</u>)	
)	
Par Bar, LLC)	
t/a H Street Country Club)	
)	
Application for a New Retailer's)	License No. 76649
Class CT License)	Order No. 2007-069
at premises)	
1335 H Street, N.E.)	
Washington, D.C.)	
)	

Candace Fitch, on behalf of the Applicant, Par Bar, LLC

Joseph Fengler, Chairperson, on behalf of Advisory Neighborhood Commission 6A, and Robert Pittman, Eddie Curry, Inez Fields, Ben Cacioppo, William Thompson, Luira Thompson, Lisa Greene, Dennis Crayon and Claude Labbe, Protestants.

BEFORE: Peter B. Feather, Acting Chairperson
Vera M. Abbott, Member
Judy A. Moy, Member
Audrey E. Thompson, Member
Albert G. Lauber, Member
Mital M. Gandhi, Member

ORDER ON VOLUNTARY AGREEMENTS

The official records of the Alcoholic Beverage Control (Board) reflect that the Applicant and Joseph Fengler, Chairperson on behalf of the Advisory Neighborhood Commission 6A have reached an Agreement dated April 4, 2007 that has been reduced to writing and properly executed and filed with the Board. The Board's official records also reflect that the Applicant and Robert Pittman, Eddie Curry, Inez Fields, Ben Cacioppo, William Thompson, Luira Thompson, Lisa Greene, Dennis Crayon and Claude Labbe, have entered into a separate Agreement dated May 14, 2007 that has also been reduced to writing and properly executed and filed with the Board. The Board is approving these two Agreements and notes that where there are differences between the two Agreements with regard to the terms and conditions, the Agreement with the more restrictive terms will govern.

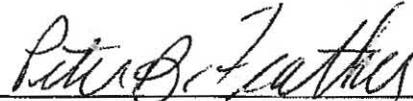
Par Bar, LLC
t/a H Street Country Club
License No. 76649
Page Two

Accordingly, it is this 1st day of August 2007, **ORDERED** that:

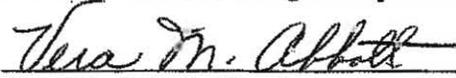
1. The above-referenced Agreements are **INCORPORATED** as part of this Order; and
2. The Application of Par Bar, LLC, t/a H Street Country Club, at 1335 H Street, N.E. Washington, D.C., for a new Class CT Retailer's License is **GRANTED**;
3. Copies of this Order shall be sent to the Applicant and the signatories to the Agreements.

Par Bar, LLC
t/a H Street Country Club
License No. 76649
Page Three

District of Columbia
Alcoholic Beverage Control Board



Peter B. Feather, Acting Chairperson



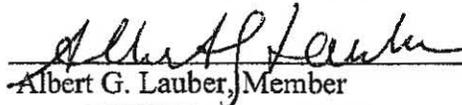
Vera M. Abbott, Member



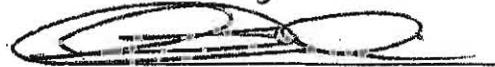
Judy A. Moy, Member



Audrey E. Thompson, Member



Albert G. Lauber, Member



Mital M. Gandhi, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), 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, 941 North Capitol Street, N.E., Suite 7200, Washington, D.C. 20002.

Cooperative Agreement



Licensee: THE PAR BAR, INC.

This Cooperative Agreement ("CA") is designed to reflect the issues raised by residents and Protestants within 500 feet of THE PAR BAR, INC. (hereinafter "The Par Bar").

- Whereas, this cooperative agreement is meant to be a constructive document designed to provide clear understanding to the licensed establishment, the resident, police and government agencies on public safety and public health regulations/laws and the enforcement of these regulations and laws in our community;
- Whereas, the cooperative agreement will serve as a basis to improve the quality of life of both the licensee and the resident; taking into account the range of customers served by the licensee and the many attitudes, mental and physical health, socio-economic status, sub-cultural and philosophical differences found in any neighborhood or on any block;
- Whereas, the cooperative agreement will be the basis for the development of communications and improved working relationships amongst all in the community which the licensee may serve;
- Whereas, the cooperative agreement establishes a set of clauses outlined to supplement what the licensee has already agreed to do simply by being granted the privilege to have an ABC license;
- Whereas, the cooperative agreement is also designed to guide residential member's interactions with the licensee who will possess a Class CT license. The relationship between residents and commercial establishments is intrinsic to the economic viability of the whole community. There must be a relationship of trust and understanding that transcends a certain financial transaction. It must also be accepted by both that in order for the cooperative agreement to be effective it will take more than just signing this document. Both the licensee and Protestants have to uphold their respective ends of this cooperative agreement and must take an active part in fulfilling it's commitment to ensuring that the cooperative agreement is effective;
- Whereas, the parties having met and discussed the provisions of this cooperative agreement agree to make good faith efforts to resolve community concerns associated with the presence of multiple establishments with an ABC license and this particular class CT application for an ABC license. One of the reasons residents have stated to us that they move to our community is its peacefulness and convenience to the entire city and regional access;
- Whereas, the licensee agrees that the establishment will not place an excess use on city services for emergency services, (EMS, police and fire) where one can reasonably be led to believe that as a result of the management and operations of the establishment activities occur that cause residents to consider the licensee to be an inconsiderate neighbor and negligent business owner;

Therefore, we agree as Protestants and accept that the licensee and the Protestants will adhere to the following conditions as set forth:

Made this 14th day of May 2007, by and between Joseph Englert and Getinet Bantayehu (Managing Partners-H Street Country Club, L.L.C. t/a The Par Bar, Inc.) and Robert Pittman, Eddie Curry, Inez Fields, Ben Cacioppo, William Thompson, Luria Thompson, Lisa Greene, Dennis Crayon and Claude Labbe (Protestants).

Cooperative Agreement

The parties agree to make good faith efforts to resolve community concerns associated with the presence of alcoholic establishments along the H Street corridor.

The Protestants recognize that The Par Bar has applied for a Class CT license from the Alcoholic Beverage Control Board (ABC), having met the necessary requirements set under the Alcoholic Beverage Regulation Administration (ABRA). As residents and Protestants, we are concerned about the impact on Peace, Order and Quiet, demand for police, EMS and fire services, public intoxication, rowdiness, illegal parking, including over-concentration of establishments where the primary purpose is the consumption of alcohol by large numbers of patrons on H Street, N.E. and the economic impact of such businesses on where we live.

The Protestants and the licensee in an effort to mitigate expected and unexpected circumstances associated with the operation of a Class CT establishment as a (stand-alone propriety) and the effects of this establishment operating in concert with other establishments within 1500 feet of each other, agree as follows:

A. Operations

1.0 Property Management

1.1 Maintenance

- a) The Par Bar agrees to maintain the exterior areas adjacent to the restaurant including keeping the sidewalk and curbs¹ in front of the business and the alley that abuts the establishment well manicured and in accordance with Title 25, D.C. Code Enactment and Related Amendments Act of 2001 (25-726.) The Par Bar, Inc. agrees to remove any visible debris around the establishment at closing.

1.2 Alley

- a) The impact of a criminal or nuisance type event that can be associated with the establishment as a result of its mere existence should be avoided by both parties in the best interest of the community. The licensee will send an ("observer")² through³ the alley behind the establishment between the hours of 9:00PM and ½ hour after close.

1.3 Sound Management

- a) While commercial sound proofing of the interior walls is desirable, the Protestants will accept the plans of the licensee to sound proof walls and insulate windows as presented to the Protestants in meetings.
- b) The Par Bar agrees to comply with Title 25, D.C. Code Enactment and Related Amendments Act of 2001 (25-725) which stipulates, in part, that ABC licensees shall not produce any sound, noise, or music of such intensity that it may be heard or felt by residents in the 700 blocks of 13th Street, 1200-1300 blocks of G Street, 1300 block of Eye Street, Wylie Court, Linden Court, Linden Place, 600-800 blocks of 13th Street⁴. While H Street is a commercial corridor and sound that emanates from the building onto H Street shall no be heard past the Double Yellow Line⁵ (in the center) of H Street at anytime.
- c) The licensee agrees that if windows and/or doors are used for ventilation purposes, The Par Bar will recognize that the windows and doors shall be closed by 10:00p.m., on any given night to prevent disturbing the neighbors⁶. The licensee agrees to work with Protestants to resolve any complaints which may arise.

Cooperative Agreement

- d) The licensee will announce periodically⁷ during open hours, that “when leaving to keep voices low because people are sleeping” statement.

1.4 Operations and Hours Management

- a) The licensee agrees to limit the sale of alcohol to the following hours:

Sunday	10:00AM – 1:45AM
Monday – Thursday	11:00AM -2:45AM
Friday – Saturday	11:00AM – 2:45AM

- b) The licensee shall cease sale of alcohol at:

2:45AM on Friday and Saturday (“Last Call” is agreed
At 2:45AM)
1:45AM on Sunday
2:45AM on Monday – Thursday
4AM on New Year’s Eve

1.5 Delivery Management

- a) The licensee agrees that bulk deliveries⁸ will not occur before 6AM or after 9PM on any day of the week.
- b) The licensee agrees to minimize the blocking of the sidewalk areas and alleys during deliveries.

1.6 Ingress and Egress

- a) The licensee will use a chain or rope to stage entry into The Par Bar that will be extended so that people don’t block the sidewalk.

1.7 Illumination and Signage Management

- a) The licensee agrees to be cognizant of lighting and its effect beyond the premises, including its impact on residents immediately behind the establishment and the impact of signage along the corridor.
- b) The licensee agrees that laser light shows, strobes and A-Frame signs to attract crowds will be prohibited.
- c) The licensee agrees to ensure that any signage that is used not only conforms to the H Street Strategic Plan guidelines for signage but:
- i. Sign(s) will not be so bright that it illuminates the air space beyond the establishment.
 - ii. The licensee agrees to maintain a professional façade consistent with District of Columbia laws and regulations on signs and facades.

1.8 Parking Management

- a) The licensee agrees to provide designated parking for special guest, band members and employees of the Par Bar and make this information readily available to Protestants, when requested.
- b) The licensee will remind staff and patrons to consider neighborhood needs for parking

Cooperative Agreement
and therefore to consider their parking behaviors towards such.

1.9.1 Valet Parking and Transportation

- a) In the event that the licensee decides to have some form of valet parking the following is agreed to:
 - i. Valet will be on H Street and never in the alley.
 - ii. Valet will demonstrate that there are legal spaces for the cars to be taken
 - iii. Valet will use the curb lane for valet parking and will never block traffic flow along the corridor.
 - iv. Valet will never use alleys to park vehicles.
 - v. Valet will be licensed, bonded and have a valid insurance certificate.
- b) Should the licensee decide to participate in a transport program designed to bring patrons to H Street for the bar life, then the licensee shall ensure that designated drop off points for these vehicles. The alighting will be on H Street away from the corners and more toward the middle of the block to reduce impact on the residential neighborhood and to ensure the integrity of the line management.
- c) The licensee agrees that any transportation method used that involves buses or other transportation vehicles will not idle their engines on H Street, side streets and/or alleys.
- d) Staging for taxicabs and limousines will exclude side streets and the licensee will set rules for where patrons may be picked up or dropped off on H Street.
- e) The licensee agrees that parking and congestion are serious issues that everyone faces as a result of the establishments that attract crowds. The licensee agrees to help the Protestants tackle the issue that affects both sides of H Street.
- f) The licensee agrees that the public alley in the rear will not be used for patron parking.

2.0 Additional

2.1 Sidewalk Area Management

- a) The licensee will ensure that if and when people congregate outside along the perimeter of the Par Bar, this activity will occur toward the H Street area and away from the corner of the building by the emergency exit and residential access.
- b) Patrons will be discouraged from blocking the sidewalk.

B. Health

1.0 Sanitation

- a) The licensee agrees to maintain proper sanitation conditions both inside and on the premise. The restrooms should remain clean, sanitized and free of debris.⁹
- b) The licensee agrees that all boxes are collapsed and secured in dumpster with lid always closed and locked if dumpster is outside. Further, the licensee will make sure that it cleans trash to minimize the attraction of insects, animals and rodents.

Cooperative Agreement

- c) The licensee agrees that all crates are not stored in the public view.¹⁰
- d) The licensee agrees that the kitchen or food preparation area is always clean and sanitized.
- e) The licensee agrees to maintain contracts with licensed trash haulers both for refuse and for grease removal.
- f) The licensee agrees that while a license will be granted the Protestants want an emphasis on serving quality food items and that a nightclub type activity will be conducted inside of the establishment (cover charges) and not at the door in public view.

C. Administrative

1.0 Administrative

- a) The licensee agrees that competitive activity with neighboring establishments in attracting patrons by method of music or sound is prohibited.
- b) The licensee agrees to provide the names of the bar managers for the establishment.
- c) The licensee agrees to meet at the requests of the Protestants, up to twice a year to address community concerns including parking issues.¹¹
- d) The Par Bar will notify the Protestants with any changes to licensed bar managers at the establishment within 30 business days via email or U.S. Mail.
- e) The licensee will pursue reasonable efforts, both directly and through communications with the Metropolitan Police Department (1st District) to discourage individuals from congregating or loitering outside of and in areas adjacent to the establishment. The Par Bar agrees to maintain a log of calls placed to MPD and Emergency Medical Services (EMS), which shall be open to review upon 10 days advanced written request by valid designated representatives.
- f) The licensee may decide that a pay phone inside of the establishment is appropriate and will meet no opposition from the Protestants, if The Par Bar does what is reasonable to ensure that phone(s) is not used for illicit activity.
- g) The licensee will discourage illegal drug activity/use on the premise.
- h) The licensee will post signs that remind staff and patrons to be mindful of neighbors sleeping.
- i) Should an emergency occur, that requires the establishment to close for any period of time (i.e. major injury involving a discharge of a firearm, injury with a knife, homicide, major fire or structural collapse) at The Par Bar, or that is directly related to The Par Bar, the Protestants shall be notified within three (3) calendar days with details.
- j) The licensee agrees to respond to Protestants regular concerns, within ten (10) business days upon written notification from Protestants.
- k) Communication between the Protestants and the licensee shall be via email or U.S. Mail.
- l) The Protestants agree to the hours of operations and alcohol sales as stated in section

Cooperative Agreement

A.1.4 Operations and Hours Management of this CA. The Protestants agree to these hours out of conformity with similar businesses. Should the licensee fail to keep this agreement in good faith and the immediate abutting property owners or the neighbors in the area defined in this agreement find that provisions of this CA are breached for whatever reasons, and then the Protestants shall seek remedy from the ABC Board.

- m) The Protestants and the Applicant agree to enter into this community relationship on good faith and trust of each other. If the conditions and stipulations of this CA are breached by the licensee, it is understood by all parties that the Protestants may immediately petition the ABC Board for a "Show Cause" Hearing on The Par Bar Class CT license.
- n) The licensee acknowledges that the signatories hereto are Protestants in the pending license application before the ABC Board of the District of Columbia. All of the Protestants live in the immediate area of the establishment and are personally impacted by the presence of an establishment that serves alcohol and as such pledge to implement the terms of this CA.

All parties have read understood and signed this document and therefore agree that the Protestants hereby withdraw its protest of The Par Bar application for a Class CT license. The Protestants agree to inform the neighborhood of this cooperative agreement and agree to enlist community support on the terms and conditions as set forth.

This cooperative agreement shall be executed in 3 (Three) counterparts¹² each of which shall constitute an original.

Parties to this action are:

Getinet Bantayehu
for
Joseph Englert
The Par Bar

Robert Pittman
for
Benjamin Cacioppo
Protestant

Robert Pittman
for
William Thompson
Protestant

Eddie Curry
Eddie Curry
Protestant

Getinet Bantayehu
Getinet Bantayehu
The Par Bar
Robert Pittman
for
Luria Thompson
Protestant

Lisa Greene
Lisa Greene
Protestant

Dennis Crayon
Dennis Crayon
Protestant

Inez Fields
Inez Fields
Protestant

Robert Pittman
Robert Pittman
Protestant

Robert Pittman
for
Laverne Law
Protestant

Claude Labbe
CLAUDE LABBE

Applicant - Joseph Englert and Getinet Bantayehu

Protestants - Claude Labbe, Eddie Curry, Lisa Greene, Luria Thompson, Robert Pittman, Laverne Law, Ben Cacioppo, Inez Fields, Dennis Crayon and William Thompson .

Definitions

¹ "Curb" is defined as the area at the edge of the sidewalk and tree box space that connect with the public street and alley.

² An "Observer" is an employee of any capacity associated with the establishment. The concept requires that this observer simply watch what happens in a defined area by walking around. The "observer" will not intervene or try to be the police but will act as a safety advisor and link to the police should there be a need.

³ The "Observer" will not be posted at any given area, nor is this person expected to be a policeman. It is only expected that the "observer" will walk through the area stated at various times to ensure that no activity or persons that could be associated with the establishment are not in the alley engaged in activity that others may deem inappropriate.

⁴ Because sound takes on fluid properties it is possible for sound to be heard several blocks away from its originating point with the proper physical conditions. This is why we include blocks that are further away.

⁵ "Double Yellow Line" We believe that that "reasonability" should apply when dealing with an establishment that is on a commercial street and abuts residential neighborhoods. We believe it is reasonable to assume that regardless of sound proofing some level of sound will be audible on the street. Our goal is to set the absolute maximum acceptable standard that both parties can agree for sound. If one stands in the middle of the commercial roadway we believe music is too loud if it can be heard from this point.

⁶ The licensee agrees that at no time will any windows on the south side of the building be open.

⁷ "Periodically" means that the establishment will announce to patrons at least several times in the evening "that they are in a residential neighborhood and that they need to be careful with attitudes and voice levels when they exit the establishment". How the establishment chooses to apply the announcements is the responsibility of the establishment.

⁸ "Bulk deliveries" is defined as deliveries which come via a 6-10-14 or 18 wheel vehicle, which creates significant impact on a residential street.

⁹ The restrooms will be clean, smell pleasant and be stocked with toiletries at all times

¹⁰ This provision is reasonably applied and assumes that there will be times when items may be in the public view awaiting pickup. The items should not be visible for any 12 or 24 hour period.

¹¹ If there is a recurring problem then the licensee agrees to meet on those issues as many times as necessary to remediate the issue.

¹² Three originals shall be executed, one for the ABC Board and ABRA, one for the Protestants and one for the licensee. Upon approval of the CA from the ABC board all parties will receive a signed copy from ABRA.