

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

In the Matter of:

Neighborhood Restaurant Group XXIV, LLC
t/a Hazel

Applicant for a New
Retailer's Class CR License

at premises
808 V Street, N.W.
Washington, D.C. 20001

Case No. 15-PRO-00094
License No. ABRA-099839
Order No. 2016-082

Neighborhood Restaurant Group XXIV, LLC, t/a Hazel (Applicant)

James Turner, Chairperson, Advisory Neighborhood Commission (ANC) 1B

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

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF ANC 1B'S PROTEST**

The Application filed by Neighborhood Restaurant Group XXIV, LLC, t/a Hazel (Applicant), for a new Retailer's Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on October 13, 2015, and a Protest Status Hearing on November 4, 2015, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 1B have entered into a Settlement Agreement (Agreement), dated February 4, 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 James Turner and Commissioner Ellen Sullivan, on behalf of ANC 1B, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 1B.

Accordingly, it is this 24th day of February, 2016, **ORDERED** that:

1. The Application filed by Neighborhood Restaurant Group XXIV, LLC, t/a Hazel, for a new Retailer's Class CR License, located at 808 V Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 1B in this matter is hereby **WITHDRAWN**;
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 H (Modification of Settlement Agreement) – This Section shall be modified to read as follows: “This agreement can be modified by the ABC Board; by mutual agreement of the parties with approval of the ABC Board; or as otherwise permitted by law.”

Section I (Binding Effect) – This Section shall be modified to read as follows: “This Settlement Agreement shall be binding upon and enforceable against the successors of the Applicant during the term of the license to which this Settlement Agreement applies.”

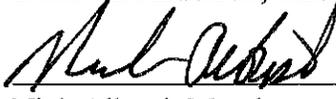
The parties have agreed to these modifications.

4. Copies of this Order shall be sent to the Applicant and ANC 1B.

District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson



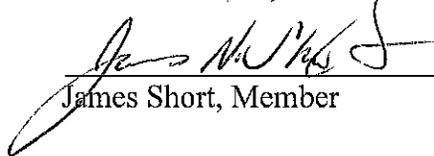
Nick Alberti, Member



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).

Settlement Agreement Concerning Issuance of License 099839
to Hazel at 808 V St. NW Washington, DC 20001

THIS AGREEMENT made and entered into February 4, 2016 by and between Hazel (Applicant) and ANC1B (Protestant) witnesses.

Whereas Applicant has filed application 099839 with the District of Columbia Alcoholic Beverage Control Board (ABC Board) for a new class CR license for premises to be known as Hazel, and to be located at 808 V St. NW Washington, DC 20001 (premises).

Whereas Protestant has concerns opposing the granting of this application;

Whereas in recognition of the ABC Board's policy of encouraging parties to a potentially contested proceeding to settle their differences by reaching settlement agreements, by their signatures below, the parties hereto desire to enter into a settlement agreement whereby (1) Applicant will agree to adopt certain measures to address Protestant's concerns and to include this agreement as a formal condition of its application, and (2) Protestant will agree to the issuance of the new license provided that such an agreement is incorporated into the ABC Board's order issuing the license, which license is conditioned upon compliance with this agreement;

Whereas Applicant has recently taken or intends to take certain measures designed to ameliorate Protestant's concerns;

In consideration of the mutual covenants and undertakings memorialized herein, the Applicant and Protestants hereby agree as follows:

A. NOISE. Applicant acknowledges familiarity with and will comply with noise-control provisions of the District of Columbia law and regulations, including preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with D.C. Code § 25-725. Applicant will regularly monitor to assure no impact on nearby residents. The front and rear door will remain closed except to allow entrance to and exit from the establishment.

Summer Garden Area: Applicant will ensure that only recorded ambient background music is played in the summer garden area and that speakers will point away from residences. Applicant will not allow electronic devices to be used by patrons as speakers to play music during their entire visit in the summer garden. Once Applicant realizes that patrons are using their phone to play such amplified music, the Applicant shall notify patron that they must turn off their electronic device for such use or exit the summer garden. Applicant agrees not to have any live music or entertainment on or in the summer garden. Applicant agrees to post signage notifying patrons that the business is located in a mixed use building and request patrons to be respectful.

The Applicant agrees to restrict all events to those run by the restaurant and will not contract the restaurant for any special events to be operated by an outside contractor.

B. FOOD AND ALCOHOL SERVICE. The establishment's hours of operation and alcoholic beverage service shall be as follows:

- a) Indoor hours shall be governed by the license.
- b) Summer Garden

Day	Hours of Alcoholic Beverage Services	Hours of Operation
Monday	11:00 AM to 12:30 AM	11:00 AM to 1:00 AM
Tuesday	11:00 AM to 12:30 AM	11:00 AM to 1:00 AM
Wednesday	11:00 AM to 12:30 AM	11:00 AM to 1:00 AM
Thursday	11:00 AM to 12:30 AM	11:00 AM to 1:00 AM
Friday	11:00 AM to 1:30 AM	11:00 AM to 2:00 AM
Saturday	10:00 AM to 1:30 AM	11:00 AM to 2:00 AM
Sunday	10:00 AM to 12:30 AM	11:00 AM to 1:00 AM

C. TRASH/GARBAGE/RODENTS. Applicant shall work with building management to:

- Maintain trash/garbage removal service at least three times weekly and see that the trash and dumpster area remains clean.
- To properly maintain trash dumpster(s) so that they close properly and do not leak.
- To only use 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.
- To request that its trash and recycling contractors pick up trash and materials no earlier than 9:00 AM and no later than 5:00 PM or as per agreements with JBG (the Landlord).

Applicant will make every reasonable effort to eliminate accessible food sources for rodents and eliminate the rat population. Applicant will have professional extermination services or provide them as needed. Applicant will provide for the proper removal of grease and fatty oils from the establishment. No recyclables will be dumped outside of the building between 10:00 PM and 9:00 AM.

Summer Garden Bussing: Applicant agrees that removal of trash, recycling, glassware, and dishware from the summer garden area shall be done in a manner that mitigates ambient noise; to include, but not limited to, no trash and recycling receptacles in the summer garden.

D. SEATING AND NOISE MITIGATION. Applicant shall post a conspicuous sign at each exit advising patrons of the mixed use neighborhood and the necessity of quiet departure. Applicant agrees to restrict the total summer garden capacity to 100 patrons of which 80 will be seated. Tables and chairs shall be located within the summer garden area during all hours of operation. The summer garden area shall, at all times, be operated mainly for the service of seated patrons and at no time shall tables and chairs be cleared so as to use the summer garden area as a standing cocktail area.

Applicant agrees to use furnishings in its summer garden which are made of absorbent material, to provide an awning made of absorbent material and to use planters to further mitigate noise on the summer garden.

E. SMOKING. Applicant agrees to maintain the summer garden as a non-smoking outdoor space.

F. PARKING. Applicant will encourage transit use, and will encourage patrons to use nearby public parking facilities rather than parking on residential streets via signage and the website.

G. NOTICE AND OPPORTUNITY TO CURE. In the event that any of the parties are in breach of this Agreement, each such party 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 thirty (30) days of the date of such notice. If Applicant or the licensee fails to cure within the thirty day period (or, with respect to a breach which reasonably requires more than thirty days to cure, fails to commence cure of such breach and diligently pursues such cure) such failure shall constitute for filing a complaint with ABRA. Unless otherwise noted above, any notice required to be made under this Agreement shall be in writing 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.

H. MODIFICATION OF SETTLEMENT AGREEMENT. This agreement can be modified only by mutual agreement of the parties with the approval of the ABC Board for acceptance and enforcement or by the ABC Board.

I. BINDING EFFECT. This Settlement Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant during the term of the license to which this Settlement Agreement applies.

J. NOTICES. Notices to be given under this Agreement shall be directed to the parties as follows:

If to Applicant:
Hazel
808 V St., NW
Washington, DC 20001

With a copy to:
Andrew Kline akline@veritaslla.com

If to Protestants:
ANC1B, Attn: Ellen Sullivan, ANC 1B02, Frank D. Reeves Municipal Center, 2000 14th St.,
NW, Suite 100B, Washington, DC 20009, 1b02@anc.dc.gov

Wherefore, by the signing of the representatives of Applicant and Protestant, Applicant hereby agrees to aforementioned covenants and Protestants agrees to the issuance of the Class CR license to Applicant, and withdraws its protest, provided that this agreement is incorporated into the ABC Board's order issuing a Class CR license, the issuance of which is conditioned upon compliance with the Settlement Agreement.

SIGNATURE BLOCKS

Accordingly, on this ___ day of February 2016, it is ordered that the Settlement Agreement between Applicant and Protestant is incorporated into the ABC Board's order issuing Applicant an amended Class CR license.

Applicant:

Hazel
 2-10-16
Michael Babin Date

Protestants:

ANC 1B02
 2-5-2016
Ellen Sullivan, ANC Commissioner 1B02 Date

ANC 1B
 2-5-2016
James Turner, Chair of ANC 1B Date