



The official records of the Board reflect that the Applicant, ANC 4A, ANC 4B, and CNI entered into a Settlement Agreement (Agreement), dated February 25, 2015, 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; Commissioner Stephen A. Whatley, on behalf of ANC 4A; Commissioner Ronald Austin, on behalf of ANC 4B; and Andre Carley, on behalf of CNI, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 4A, ANC 4B, CNI, and the Group of Five or More Individuals.

Accordingly, it is this 27th day of May, 2015, **ORDERED** that:

1. The Application filed by Rosery Entertainment, LLC, t/a Mama Put, for a Substantial Change to transfer its approved license under Title 23 of the District of Columbia Municipal Regulations (DCMR) § 405.1 from 3214 Georgia Avenue, N.W., Washington, D.C. to 7331 Georgia Avenue, N.W., Washington, D.C., is **GRANTED**;
2. The Protests of ANC 4A, ANC 4B, CNI, and the Group of Five or More Individuals in this matter are hereby **WITHDRAWN**;
3. The above-referenced Settlement Agreement, dated February 25, 2015, 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 2 (Nature of the Business) – This Section shall be modified to read as follows: "The establishment shall at all times have on the first floor dining tables for patrons. An area for live entertainment is acceptable, but there shall be no provision for dancing. 45 percent of Mama Put's revenues will be from the sale of food."

Section 5 (Noise, Odor, and Privacy), Particulars: b – The following language shall be modified to read as follows: "The Applicant will ensure that exterior sound levels do not exceed the range allowable by law."

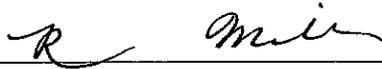
Section 9(a) (Parking) – The last sentence shall be removed.

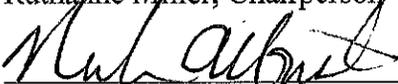
Section 9(b) – This Section shall be modified to read as follows: "The written parking agreement shall be provided to the ABC Board upon request."

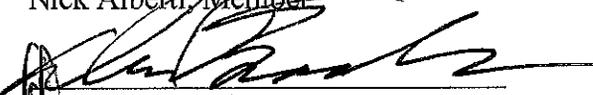
The parties have agreed to these modifications.

4. Copies of this Order shall be sent to the Applicant, ANC 4A, ANC 4B, and Andre Carley, on behalf of CNI and the Group of Five or More Individuals.

District of Columbia  
Alcoholic Beverage Control Board

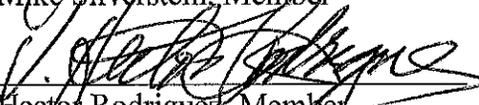
  
Ruthanne Miller, Chairperson

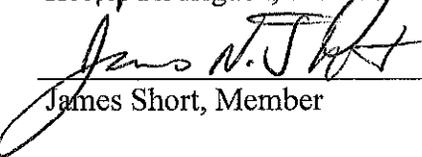
  
Nick Alberti, Member

  
Donald Brooks, Member

  
Herman Jones, Member

  
Mike Silverstein, Member

  
Hector Rodriguez, Member

  
James Short, Member

Pursuant to D.C. Official Code § 25-433, 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).

# SETTLEMENT AGREEMENT

AGREEMENT made this 25 day of February, 2015, by and between ROSERY ENTERTAINMENT, LLC trading as MAMA PUT (the Applicant), and CONCERNED NEIGHBORS, INC. WITNESSETH:

Whereas, the parties desire to enter into an agreement, enforceable by ABRA, regarding how Applicant shall operate the business at 7331 Georgia Avenue, N.W., or any other similar business at that address, by any name, owned or operated by Applicant, or by any company established by Applicant; and,

*WHEREAS*, the premises is within the boundaries of CNI, and,

*WHEREAS*, the Parties are desirous of entering into a Settlement Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to promote the peace, order and quiet of the neighborhood. All parties recognize the importance of business neighborhoods that are safe, clean, and "pedestrian friendly".

*NOW, THEREFORE*, 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 shall manage and operate at the address a place that is regularly used for the sale and service of prepared food and alcoholic beverages. Mama Put shall be a restaurant only, not a night-club, bar, or lounge, as those terms are commonly understood.*
3. Hours of Operation and Sales. The Applicant's hours of operation shall be as follows:

Inside Services

Sunday 11 AM to 1 AM

Alcohol Service 11 AM to 12:30 AM

Monday through Thursday 11 AM to 1 AM  
Alcohol Service 11 AM to 12:30 AM  
Friday and Saturday 11 AM to 2 AM  
Alcohol Service 10 AM to 1:30 AM

The kitchen will take its last order 1 hour prior to closing time.

Sidewalk Services

Sunday 11 AM to 11:00 PM  
Alcohol Service 11 AM to 10:30 PM  
Monday through Thursday 11 AM to 11 PM  
Alcohol Service 11 AM to 10:30 PM  
Friday and Saturday 11 AM to 12 AM  
Alcohol Service 10 AM to 11:30 PM

Entertainment Endorsement

Sunday -- Jazz Ensemble (No more than 6 instruments and or performers) -- 4 PM through 8 PM  
Monday through Thursday -- Karaoke -- 4 PM to 10 PM  
Friday and Saturday -- DJ -- 4 PM to 1 AM

Provided that: (a) on days designated by the ABC Board as "Extended Hours for ABC Establishments" Applicant may operate (including sale and consumption) for one hour later than the hours listed above; (b) in the event that the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours (such as for the Inauguration). Applicant may avail itself of such extended hours; and (c) on January 1 of each year, Applicant may operate (including sale and consumption) until 3:00 a.m.

Cover Charge

There will be no entertainment in the premises requiring a "cover charge" from the patrons entering the establishment

4. Floors Utilized and Occupancy. The Applicant will operate its establishment according to the occupancy indicated on the Certificate of Occupancy issued by the Department of Consumer and Regulatory Affairs.

At all times during which alcohol is served on the Premises the applicant shall:

- a. Refuse entry, to the extent allowed by law, to individuals who are already drunk, who bring their own alcohol to the Premises,
- b. To ask inebriated patrons who have become rowdy to leave the Premises, to eject such patrons to the extent allowed by law, and to call the police if such patrons still refuse to leave;
- c. To assure that wait staff check the identification of patrons suspected of being under-age before serving them; and
- d. To assure that wait staff stop serving patrons who have become inebriated. The employee charged with these responsibilities may perform other job functions as well.
- e. The Applicant will operate its establishment according to the occupancy indicated on the Certificate of Occupancy issued by the Department of Consumer and Regulatory Affairs. The premises of 7331 Georgia Avenue, N.W. consists of two above-ground floors and a basement. Restaurant services shall be provided primarily on the first floor. Restaurant services may expand to the second floor, as business needs require. Besides restaurant services, the second floor shall be used only for meetings of community groups, birthday and anniversary lunches and dinners, or other private lunches and dinners. All terms and conditions of this Agreement apply to all rooms and floors of the Premises.

5. Noise, Odor, and Privacy. No objectionable odors will be created by the Applicant. Applicant will strictly comply with D.C. Official Code § 25-725, which may include the need to make architectural Improvements to the property.

Applicant agrees to keep all doors and windows closed at all times except for the rear kitchen door to provide ventilation. If necessary, Applicant will take reasonable steps necessary to reduce noise emanating from the opening of entry or exit doors.

Applicant will comply with D.C. Regulations concerning noise emanating from the establishment's mechanical equipment. Applicant will post clearly visible internal and external signage to remind customers to minimize noise in the neighborhood.

Particulars:

- a. No form of dancing will be allowed.
- b. The Applicant will ensure that exterior sound levels do not exceed 65 decibels.

6. Public Space and Trash.

a. Applicant shall keep its entire property and 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 clean these areas daily to assure that refuse and other materials are promptly removed.

b. Applicant shall ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and that no garbage is placed on the abutting property. Applicant shall ensure that no trash is placed outside the establishment other than in a fully closed dumpster. Applicant shall ensure that the lids on all dumpsters are fully closed at all times. Applicant shall not place trash in its dumpster in any manner that would prevent the full closure of the dumpster. Applicant shall ensure that all dumpsters used are properly maintained and replaced when damaged.

c. Applicant shall ensure that all grease is placed in a secure well-maintained container inside the property where possible. Any grease leak shall be cleaned up promptly and all containers shall be properly maintained and replaced when damaged or leaking.

d. Commercial trash and recycling pick-up shall take place between 7 a.m.-7 p.m., Monday through Friday. Applicant shall not allow its trash or recycling to be picked up outside of those hours. Glass or other potentially noisy materials that need to be recycled shall be stored inside the Applicant's establishment until 7 am.

7. Rats and Vermin Control. The Applicant shall provide rat and vermin control for its property. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there are no garbage and odors present the following morning.
- 8(a) Security. Applicant agrees to provide at least two security staff from 10 pm until 30 minutes after closing to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; monitoring for and prohibiting criminal activity within or about the Premises.
- 8(b) To ensure that residents can report problems and disruptive behavior to the Applicant and receive a timely response, Applicant will provide residents and CNI with a telephone contact phone number(s) that is answered 24 hours a day.
- 8(c) Applicant and his/her staff shall initiate and maintain contact with MPD and cooperate with MPD and other enforcement officials when known or suspected drug activities occur. Applicant shall, to the full extent permissible by law, discourage loitering and unruly behavior in the vicinity of the Premises, including the 800 block of Geranium St. NW and the 7400 block of 9<sup>th</sup> St., NW between 7400-7413, by assigning a security staff person to monitor Georgia Avenue, Geranium St. and 9<sup>th</sup> St., , NW.
- 9(a) Parking. Applicant agrees to provide Valet parking for its patrons. The Applicant will post clearly visible signage at its location, notifying customers of valet parking. The owner of the parking lot will post clearly visible signage identifying the parking as available only to Mama Put customers from 10 pm to 3 am.
- 9(b) The written parking agreement shall be provided to CNI upon request.
- 9(c) Applicant shall post signs on its exterior asking patrons to "Please park on Georgia Avenue and not on residential streets."

10. Cancellation of previous Agreements. Except as otherwise explicitly provided herein, this Agreement shall have full force and effect when ratified by the Alcoholic Beverage Control Board and shall constitute the agreement between the parties, specifically, CNI and the Applicant. This agreement may only be modified by written agreement of the parties or their successors, or otherwise in accordance with law

IN WITNESS WHEREOF, the parties have affixed hereunto their hands and seals on the day and year first above written.

**ROSEY ENTERTAINMENT, LLC**

Print Name John Arinnoway  
Sign Name [Signature]  
Title Owner  
Date 2/26/15

Print Name \_\_\_\_\_  
Sign Name \_\_\_\_\_  
Title Owner  
Date \_\_\_\_\_

**CONCERNED NEIGHBORS, INC.**

Print Name ANDRÉ R. CARLEY  
Sign Name [Signature]  
Title President, CNI  
Date 2-25-15

**ANC 4B**

Print Name Ronald Ainsworth

Sign Name J. W. Ainsworth

Title: Chairman, ANC 4B

Date 2-25/15

**ANC 4A**

Print Name STEPHEN A. WHATLEY

Sign Name Step A. Whatley

Title: Chairman, ANC 4A

Date 2-25-2015



## Advisory Neighborhood Commission 4B

6856 Eastern Avenue, NW - Suite 314

Washington, DC 20012

202-291-6282 (Office)

*Ron Austin, ANC 4B06, Chairperson; Douglass Sloan, ANC 4B09, Vice Chairperson;*

*Iudi Jones, ANC 4B07, Secretary; Frederick Grant, ANC 4B03, Treasurer;*

*Andre Carley, ANC 4B01; Frank Jones III, ANC 4B02; Brenda Parks, ANC 4B04; Brenda Speaks, ANC 4B05;*

March 2, 2015

Hon. Ruthanne Miller  
Chairperson  
Alcoholic Beverage Control Board  
2000 14<sup>th</sup> Street N.W., Suite 400S  
Washington, DC 20009

### **ABRA-091369, Mam Put, 7331 Georgia Avenue N.W., Settlement Agreement**

Dear Chairperson Miller:

At its regularly scheduled public meeting on February 23, 2015 (notice of which was properly given, and at which a quorum of six of eight members was present) Advisory Neighborhood Commission 4B voted (6 yes, 0 no) to approve a settlement agreement with Mama Put.

The resolution adopted by the Commission approving the settlement agreement and the signed agreement are enclosed with this letter.

The Commission submits this resolution and signed agreement under the provisions of DC Code 1-309.10(a) through 1-309.10(h)(1), which require, among other things, that Advisory Neighborhood Commission recommendations be given "great weight" by DC government agencies, that DC government agencies "articulate with particularity and precision the reasons why the Commission does or does not offer persuasive advice under the circumstances. In doing so, the government entity must articulate specific findings and conclusions with respect to each issue and concern raised by the Commission."

Sincerely,



Ronald Austin, ANC 4B06  
Chairperson



cc: Commissioners, ANC 4B  
Mr. Gottlieb Simon, Executive Director, Office of Advisory Neighborhood Commission  
Mr. Henry Akinnuoye, Mama Put