

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

In the Matter of:)	
)	
Rudrakalash, LLC)	
t/a Masala Art)	
)	
Holder of a)	License No. ABRA-094766
Retailer's Class CR License)	Order No. 2016-142
)	
at premises)	
1101 4th Street, S.W.)	
Washington, D.C. 20024)	

Rudrakalash, LLC, t/a Masala Art (Licensee)

Andy Litsky and Dr. Coralie Farlee, Advisory Neighborhood Commission (ANC) 6D

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

ORDER ON COOPERATIVE AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Rudrakalash, LLC, t/a Masala Art (Licensee), and ANC 6D have entered into a Cooperative Agreement (Agreement), dated March 14, 2016, that governs the operation of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson Andy Litsky and Dr. Coralie Farlee, on behalf of ANC 6D, are signatories to the Agreement.

Accordingly, it is this 6th day of April 2016, **ORDERED** that:

1. The above-referenced Cooperative 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 modification:

Section 3(c) (Hours of Operation and Sales) – The second sentence shall be modified to read as follows: “The Licensee is encouraged to notify the ANC about such events in advance.”

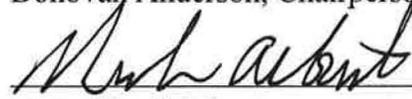
The parties have agreed to this modification.

2. This Cooperative Agreement replaces and supersedes previous Agreements between the parties; and
3. Copies of this Order shall be sent to the Applicant and ANC 6D.

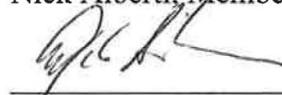
District of Columbia
Alcoholic Beverage Control Board



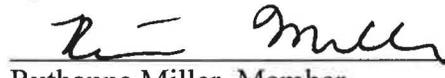
Donovan Anderson, Chairperson



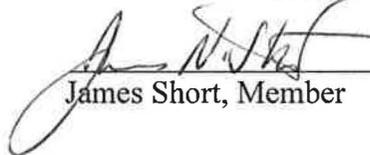
Nick Alberti, Member



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).

★ ★ ★ **Advisory Neighborhood
Commission 6D**

1101 4th Street SW, Suite W130, Washington, DC 20024
ANC Office: 202 554-1795 ■ FAX: 202 554-1774
office@anc6d.org

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement") is made on this 14th day of March 2016 by and between Rudrakalash, LLC t/a Masala Art ("Licensee"), at 1101 4th Street, SW, Unit 120, Washington, DC, 20024, License # ABRA-094766, and Advisory Neighborhood Commission 6D ("the ANC"), (collectively, the "Parties"). This Cooperative Agreement supersedes the Settlement Agreement dated March 4, 2014, and modifications by the Alcohol Beverage Control Board ("ABC Board") in its Order dated August 6, 2014. This amendment adds to the license an Entertainment Endorsement with provision for minimum charge at specific hours (3b) with the previous "special events" provision retained (3c).

PREAMBLE

Through this agreement both parties aim to create an environment in which the Licensee may operate as a viable contributing establishment in the ANC6D community.

WITNESETH

WHEREAS, Licensee operates a business establishment ("Establishment") License Class CR serving spirits, wine, and beer, with indoor space located at 1101 4th Street, SW, Washington, D.C. 20024 ("Premises"); and

WHEREAS, Licensee has applied for an Entertainment Endorsement with the hours of Sunday to Tuesday, 9:00 p.m. to 2:00 a.m.; Tuesday to Thursday, 10:00 p.m. to 2:00 a.m.; and Friday and Saturday, 10:00 p.m. to 3:00 a.m., and **has agreed to amend his application and seek an Entertainment Endorsement with the hours of Sunday through Thursday, 9:00 p.m. to 2:00 a.m., and Friday and Saturday, 9:00 p.m. to 3:00 a.m.; and**

WHEREAS, the Licensee agrees to work regularly with ANC6D and its representatives, other neighborhood organizations, and residents to ensure that the business operations facilitate the enjoyment of the surrounding neighborhood; and

WHEREAS, the Parties are desirous of continuing the relationship by modifying the existing Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize, within the ANC, (1) the effect of the establishment on peace, order, and quiet, including the noise and litter provisions set forth in §§ 25-725 and 25-726; and (2) the effect of the establishment upon residential parking needs and vehicular and pedestrian safety; and

WHEREAS, all parties believe that the statements and provisions contained in this agreement are reasonable and shall become wholly integrated into the day-to-day operation of

the Establishment. The Parties agree that any change in operations is considered to be a substantial change which is of great concern to residents and requires prior approval by the ABC Board; and

WHEREAS, the Parties have agreed to enter into this Agreement and request that the ABC Board approve the Licensee's request for modification to the license conditioned upon the Licensee's compliance with the terms of this written Agreement and

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 Licensee manages and operates a full service restaurant serving spirits, wine, and beer. The establishment has no sidewalk café or summer garden. There may recorded music during the hours of operation and sales. During the hours specified in Paragraph 3, below, there may be live entertainment, a minimum fee, and specified hours for special events. There shall be no dancing or designated dance area. The Licensee/establishment shall not participate in pub crawls.
3. **Hours of Operation and Sales.**
 - a. The Licensee's regular hours of operation and for selling, serving, and consuming alcohol shall be as follows:
 - Monday through Thursday: 11:00 a.m. to 2:00 a.m.;
 - Friday: 11:00 a.m. to 3:00 a.m.;
 - Saturday: 10:00 a.m. to 3:00 a.m.; and
 - Sunday: 10:00 a.m. to 2:00 a.m.
 - b. The Licensee's hours for Entertainment consisting of live music primarily in the bar area shall be:
 - Sunday through Thursday, 9:00 p.m. to 2:00 a.m.; and
 - Friday and Saturday 9:00 p.m. to 3:00 a.m.During these hours, the Licensee may impose a **minimum charge** on a patron or individual for food and/or beverages in accordance with Title 25, #710. A sign shall be posted at the entrance of the Establishment during the hours that the minimum charge is in effect to indicate that such minimum charge is in effect and that the minimum charge will be applied to food or and/or beverage. Such charges shall be equal in value to the price the patron would pay for the food and/or beverage at other hours of operation.
 - c. The Licensee may also have special events (such as weddings, private parties, holiday parties), not to exceed four (4) per year, in which the client (who reserves the restaurant) will be allowed to hire a DJ at its (the client's) expense and the Licensee (Masala Art) shall not charge a cover, with the event restricted to the guests at the party. The Licensee shall notify the ANC about such events in advance. The Licensee's hours for DJ for such special events shall be during regular operating hours, as in 3a, above.

4. **Floors Utilized and Occupancy.** The Licensee operates its establishment on the first floor of the building consisting of approximately 4240 square feet. The Certificate of Occupancy states the seating and occupant load; however, the Establishment shall not exceed a total occupancy of 150 with 98 patrons in the restaurant area and a maximum of 27 seats and an additional 25 standing in the bar area.
5. **Parking Arrangements.** It is a concern of the ANC that the Licensee's operation of the Establishment does not create or exacerbate parking problems within the ANC. The Licensee shall notify patrons (through a website or other means) that there is limited parking in the vicinity and shall provide information about public transportation.
6. **Noise and Privacy.** Licensee shall strictly comply with D.C. Official Code § 25-725 and to that end shall use various means including making architectural improvements to the property and take all necessary actions and mitigation efforts to ensure that music, noise and vibration from the Establishment are not audible in any residential premises.

Licensee shall inform its patrons that upon exiting the Establishment and walking through the neighborhood the provisions of the "Noise at Night" law prohibit persons from making "unreasonably loud noise between the hours of 10 pm and 7 am that are likely to annoy or disturb one or more persons in their residences."

Licensee shall receive all deliveries of food, beverages, and supplies during hours between 7:00 a.m. and 7:00 p.m. Mondays to Saturdays. No deliveries shall be accepted on Sundays.

7. **Public Space and Trash.** Licensee shall keep the sidewalk (up to and including the curb), tree box(es), curb, and alley clean and free of litter and other debris in compliance with D. C. Code and Municipal Regulations. The Licensee shall monitor these areas to ensure that refuse and other materials are promptly removed or disposed of in secure containers. The Licensee uses a dumpster provided by landlord. The Licensee agrees that no garbage will be placed on any abutting property. Licensee shall provide for the proper (recyclable) removal of grease and oils and will not deposit these substances for removal in dumpsters or trash cans.
8. **Rats and Vermin Control.** Licensee shall contract for regular rodent and pest (insect) abatement. Licensee 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.
9. **Security Cooperation in Stemming Illegal Drugs and Public Drinking.** Licensee shall take all necessary steps to: (a) ensure that service is refused to any person who is intoxicated or in danger of becoming intoxicated; (b) minimize problems of illegal drugs and public drinking, including, at all times having a trained employee on site; (c) without

limitation, designate a sufficient number of employees to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; and (d) monitor for and prohibit sales or use of illegal drugs within or about the Premises. Licensee shall also maintain contact and cooperate with MPD and other enforcement officials when known or suspected drug activities occur. Licensee shall to the full extent permissible by law discourage loitering in the vicinity of the Premises.

Licensee shall have sufficient number of recording cameras of good photographic quality which maintain information for at least 30 days. These recording cameras shall have the capacity to record faces with good quality, and cover exterior of the premises, including all entrances and exits. This information shall be made available to representatives of ABRA and/or MPD as requested.

10. **License Ownership and Compliance with ABRA Regulations.** Licensee promises that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to alcohol licenses, and agrees that Protestants shall have standing to ask the ABC Board to enforce any violations of the agreement.
11. **Participation in the Community.** Licensee agrees to seek to maintain open communication with the ANC, and the community for which the ANC acts.
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 Licensee 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 filing a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(e).

If to Licensee: Rudrakalash, LLC t/a Masala Art
1101 4th Street, SW
Washington, DC 20024
Attn: Atul Bhola Phone: 202-554-1101 or 301-503-6404
e-mail: masalaartsw@gmail.com

If to ANC: Advisory Neighborhood Commission 6D
1101 4th Street, SW, Suite W130
Washington, DC 20024
Attn: Chair, ANC
Phone: (202) 202 554-1795
Fax (202) 202 554-1774
e-mail: office@ANC6D.org

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.

ADVISORY NEIGHBORHOOD COMMISSION

LICENSEE:

<p>Chair, ANC6D</p> <p><u>Andy Litsky</u> <u>3/14/16</u> Andy Litsky, ANC6D04 Date</p> <p>Chair, ABC Committee, ANC6D</p> <p><u>Coralie Farlee</u> <u>3/14/16</u> Coralie Farlee Date cfarlee@mindspring.com</p>	<p>Rudrakalash, LLC t/a Masala Art 1101 4th Street, SW</p> <p><u>Atul Bhola</u> <u>3/14/16</u> By: Atul Bhola Date President</p>
--	--