

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

In the Matter of:)
)
1327 Connecticut, LLC)
t/a The Manor)
)
Applicant for Substantial Change)
(Class Change))
to a Retailer's Class CR License)
)
at premises)
1327 Connecticut Avenue, N.W.)
Washington, D.C. 20036)
_____)

Case No. 15-PRO-00118
License No. ABRA-099536
Order No. 2016-018

1327 Connecticut, LLC, t/a The Manor (Applicant)

Noah Smith, Chairperson, Advisory Neighborhood Commission (ANC) 2B

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

**ORDER ON SECOND AMENDMENT TO SETTLEMENT AGREEMENT AND
WITHDRAWAL OF ANC 2B'S PROTEST**

The Application filed by 1327 Connecticut, LLC, t/a The Manor, for a Substantial Change to change its Class from a Retailer's Class CR License to a Retailer's Class CT License located at 1327 Connecticut Avenue, N.W., Washington D.C., was protested by ANC 2B.

The official records of the Board reflect that the Applicant and ANC 2B entered into a Settlement Agreement (Agreement), dated December 5, 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 and Noah Smith, on behalf of ANC 2B, are signatories to the Second Amendment.

This Agreement constitutes a withdrawal of the Protest filed by ANC 2B.

Accordingly, it is this 13th day of January, 2016, **ORDERED** that:

1. The Application filed by 1327 Connecticut, LLC, t/a The Manor, for a Substantial Change to change its Class from a Retailer's Class CR License to a Retailer's Class CT License located at 1327 Connecticut Avenue, N.W., Washington D.C., is **GRANTED**;
2. The Protest of ANC 2B in this matter is hereby **DISMISSED**;
3. The above-referenced Settlement Agreement, signed on December 5, 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 modification:

Section 7 – The following language clarifying “Designated Area” shall be incorporated to read as follows: “At the end of business operations, all trash and recyclable materials are placed in commercial grade garbage bags, tied and disposed of in large containers which are then placed outside at the designated drop off area for curbside pickup. The designated area for curbside pickup is located directly in front of the establishment on the sidewalk and collected on a daily basis through a private commercial waste management company (currently KMG Hauling Inc.). Immediately after trash is collected, the containers are then placed back inside the establishment for storage.”

The parties have agreed to this modification.

4. Copies of this Order shall be sent to the Applicant and ANC 2B.

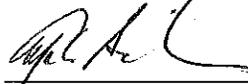
District of Columbia
Alcoholic Beverage Control Board



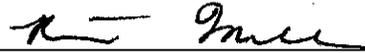
Donovan Anderson, Chairperson



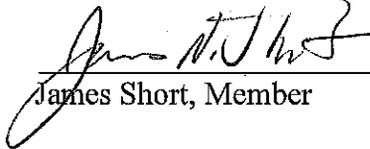
Nick Alberti, Member



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).

VOLUNTARY AGREEMENT

This Voluntary Agreement made this 5th day of December 2015, by and among ___The Manor_____ (Applicant) and Advisory Neighborhood Commission 2B (ANC 2B) (Protestant).

RECITALS

WHEREAS, pending before the District of Columbia Alcoholic Beverage Control Board ("ABC Board") is an application for the change of use license from a Retailer Class C Restaurant ("CR License") to a Retailer Class C Tavern ("CT License") located at 1327 Connecticut Avenue NW ("Establishment");

WHEREAS, ANC 2B has protested Applicant's ABC application; and,

WHEREAS, the parties have agreed to enter into this voluntary agreement pursuant to DC Code Section 25446, to resolve the issues raised by Protestant's objection, and to request that the ABRA Board approve Applicant's license application conditioned on Applicant's compliance with the terms of this written agreement.

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. Applicant's interior seating will not exceed the number allowed by the Certificate of Occupancy (CO) issued by the D.C. Department of Consumer and Regulatory Affairs (DCRA).
2. Security Plan – applicant agrees to file a security plan with ABRA within 30 days of signed date in this document.
3. Control of Staff. All staff on the premises will be under the direct supervision of the applicant. Applicant shall use its best efforts to insure the orderly exiting of its patrons when it closes for business and use its best efforts to insure that its patrons do not loiter after applicant closes for business.
4. Applicant acknowledges familiarity with and will comply with all D.C. noise control laws and regulations, and will make certain measures to ensure compliance, including but not limited to:
 - i. If the music can be heard outside of the premises, applicant shall keep its doors and windows closed, except when persons are in the act of using the door for ingress or egress from the premises. Applicant will implement procedures and mitigation measures to prevent noise from escaping the doors when patrons enter and leave.
 - ii. Applicant agrees not to place outside any loudspeaker, tape player, CD player or other similar device.
 - iii. There will be no speakers for music or other sound on the exterior of the building.
 - iv. Applicant agrees to incorporate sound controls on sound systems to ensure that sound levels are not so high as to exceed the limits described in Section 5.
5. Applicant will promptly lower amplified sound levels when it is objectively determined that sound levels are too high. Applicant will be on notice that sound levels are too high if any of the following situations occurs:
 - i. Music can be heard 50 feet from the establishment;
 - ii. Music can be heard inside residences.
6. Applicant will provide the ANC and local residents with the name and phone number of a general manager or other party responsible for compliance with this Agreement. If contacted, this person

will immediately determine whether sound levels are too high and if so, to promptly lower sound levels to comply with this Agreement. The Applicant will have 24 hours to respond to any noise complaints and up to thirty (30) days to cure sound level problems to ensure ongoing compliance with this Agreement.

7. Applicant will dispose of trash only in area currently designated. Trash cans will be placed outside on the sidewalk after conclusion of tavern operations (e.g. after the establishment has concluded sales for the night) and trash will be removed from sidewalk no later than 7 a.m. (when regularly scheduled pick up is planned to occur).
8. Applicant agrees not to distribute flyers or leaflets.
9. Applicant agrees not to participate in bar crawl events.
10. Withdrawal of protest. Protestant agrees to withdraw its protest and join with Applicant in requesting that the ABRA Board accept this Agreement as a condition of approval of the application. The withdrawal of the protest is contingent upon the text of this Voluntary Agreement being incorporated in an Order of the Board granting Applicant's application.
11. Counterparts. This Agreement may be executed simultaneously in two counterparts, each of which shall be deemed an original and both, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature and may be appended to any other counterpart.
12. Authority. Representatives executing this Agreement on behalf of the respective parties do hereby affirm that they have the authority to do so.

In witness whereof, the parties have executed this Voluntary Agreement as of the day and date first above written.

Applicant: The Manor

By: [Signature] 12-5-15

O'neal Grey, Owner/Operator of The Manor

Protestant: Advisory Neighborhood Commission 2B

By: [Signature] 12/11/15

Noah Smith, Chairman

THE MANOR ABRA - 000882