

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

In the Matter of:)
)
Gobind, LLC)
t/a Toscana Cafe)
)
Applicant for Substantial Change)
(Class Change))
to a Retailer's Class CR License)
)
at premises)
601 2nd Street, N.E.)
Washington, D.C. 20002)
_____)

Case No.: 16-PRO-00089
License No.: ABRA-097558
Order No.: 2016-686

Gobind, LLC, t/a Toscana Cafe (Applicant)

Mark Eckenwiler, Commissioner, Advisory Neighborhood Commission (ANC) 6C

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member
Mafara Hobson, Member
Jake Perry, Member

**ORDER ON SECOND AMENDMENT TO SETTLEMENT AGREEMENT AND
WITHDRAWAL OF ANC 6C'S PROTEST**

The Application filed by Gobind, LLC, t/a Toscana Cafe, for a Substantial Change to change its Class from a Retailer's Class DR License to a Retailer's Class CR License located at 601 2nd Street, N.E., Washington D.C., was protested by ANC 6C.

The official records of the Board reflect that the Applicant and ANC 6C entered into a Settlement Agreement (Agreement), dated October 28, 2016, that governs the operation of the Applicant's establishment.

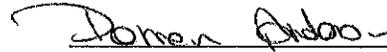
The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Commissioner Mark Eckenwiler, on behalf of ANC 6C, are signatories to the Second Amendment.

This Agreement constitutes a withdrawal of the Protest filed by ANC 6C.

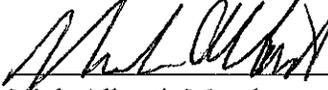
Accordingly, it is this 7th day of December, 2016, **ORDERED** that:

1. The Application filed by Gobind, LLC, t/a Toscana Cafe, for a Substantial Change to change its Class from a Retailer's Class DR License to a Retailer's Class CR License located at 601 2nd Street, N.E., Washington D.C., is **GRANTED**;
2. The Protest of ANC 6C in this matter is hereby **DISMISSED**;
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; and
4. Copies of this Order shall be sent to the Applicant and ANC 6C.

District of Columbia
Alcoholic Beverage Control Board



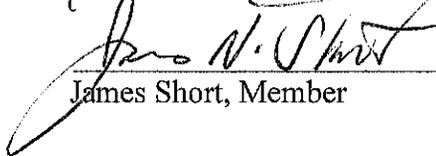
Donovan Anderson, Chairperson



Nick Alberti, Member

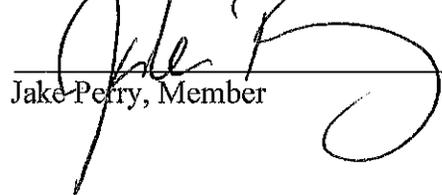


Mike Silverstein, Member



James Short, Member

Mafara Hobson, Member



Jake Perry, 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).

THIS AGREEMENT is made and entered into as of this 28th day of October 2016 by and between Toscana Cafe (hereinafter the "Applicant") and Advisory Neighborhood Commission 6C (hereinafter the "Protestant").

WHEREAS, Applicant having filed an application with the District of Columbia Alcoholic Beverage Control Board (hereinafter "ABC Board") to request a class change from a Retailer's Class DR license to a Retailer's Class CR license for premises of 601 2nd Street, N.E., Washington, D.C.

WHEREAS, in recognition of the ABC Board's policy of encouraging parties to a protested proceeding to settle their differences by negotiating agreements, the parties hereto being desirous of entering into an agreement whereby, subject to approval of the ABC Board, Applicant will agree to adopt certain measures to address the Protestant's concerns and Protestant will agree to the issuance of the ABC License and withdraw its Protest.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings memorialized herein, the parties agree as follows:

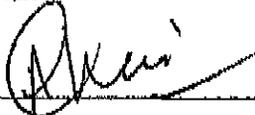
1. **Nature of Business:** Applicant will operate at all times as a bona-fide Class C (as such term is defined in ABC statutes and regulations). Food service will be available until closing. Applicant will not make its premises available to non-employee promoters for presentation of advertised "parties" or "events" intended to generate profit for such promoters. Applicant will not participate in any "pub crawl" promotions. These restrictions on promoters and promotions will not preclude the Applicant from hosting wine or beer tastings sponsored by third party vendors, so long as these tastings accompany, and do not replace, normal food and beverage service provided by the Applicant.
2. **Hours of Operation:** Applicant's operating hours and sale of alcoholic beverages shall not exceed 11 a.m. to midnight daily, with the exception of the sidewalk cafe. It is understood that after cessation of said "operating hours," no patrons shall remain on the premises.
3. **Sidewalk Cafe Operation:** The operating hours and sale of alcoholic beverages of the sidewalk cafe shall be from 11 am to 11 pm Sunday through Thursday and 11 am to midnight Friday and Saturday. In operating the sidewalk cafe, Applicant shall at all times be in compliance with the provisions of 24 DCMR §§ 210 and 316 (concerning, among other matters, the requirement to keep the sides of the cafe open except in certain specified weather conditions).
4. **Noise Suppression:** The establishment operation shall at all times be in compliance with the D.C. Noise Control Act and D.C. Official Code § 25-725. Licensee acknowledges that noise is a critical issue for the neighborhood. Applicant will encourage employees and patrons to be considerate of residents in the neighborhood by keeping voices and other noises at a level that will not disturb the peace, order, quiet, and tranquility of residents in the enjoyment of their homes.
5. **Deliveries:** To maintain the peace, order, and quiet of the surrounding neighborhood, Applicant shall receive all deliveries of food, beverages, and supplies during hours between 9:00 a.m. and 5:00 p.m. Mondays-Saturdays. Vehicles making deliveries to Applicant shall at no time park or stand so as to obstruct any pedestrian crosswalk.
6. **Trash Pick-Up and Removal:** Applicant will maintain regular trash/garbage removal service only during the hours from 7:00a.m. to 7:00p.m. on Monday through Saturday. The Applicant shall keep dumpster lids tightly closed to limit odors and help control the pest (insect) and rodent

population, Applicant will contract for regular rodent and pest abatement. Applicant will not dispose of glass bottles after 10:00 p.m.

- 7. Maintenance of Property: Applicant will use reasonable efforts to clear snow from the sidewalk after snowfall ends.
- 8. Removal of Grease and Oils: Applicant will provide for the proper (recyclable) removal of grease and oils and will not deposit these substances for removal in dumpsters or trashcans.
- 9. Withdrawal of Protest: Protestant agrees to the issuance of the license and the withdrawal of their protests upon execution of this Agreement, if this Voluntary Agreement is incorporated into the Board's order issuing, amending, or renewing the license, which order is thereby conditioned upon compliance with such Voluntary Agreement.
- 10. Right to Seek Redress: The parties agree that the Applicant will be given written notice of any alleged violation of this Agreement and will be afforded ten (10) days in which to investigate and respond to any complaint. The parties agree that if any complaint of violation of this Agreement is not so resolved, then any failure of the Applicant to adhere to the foregoing commitments will constitute a breach of this agreement and grounds for the Protestant to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(e) to enforce the provisions of the Agreement.
- 11. Construction: In the event any violation of this Agreement shall be deemed a violation of District of Columbia law, the violation of this Agreement shall be merged into the law violation, such that the Applicant shall only be found liable for one violation by the Board.

IN WITNESS WHEREOF, the Parties place their signatures to this agreement, this 28th day of October, 2016.

Applicant:
Toscana Café



Advisory Neighborhood Commission 6C:



By: Mark Eckenwiler
Commissioner, ANC 6C04

By: 
