

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

**In the Matter of:** )  
)  
I Before E, LLC )  
t/a Trinity )  
)  
Applicant for a New )  
Retailer's Class CT License )  
)  
at premises )  
1606 7th Street, N.W. )  
Washington, D.C. 20001 )  
)

Case No. 15-PRO-00027  
License No. ABRA-098042  
Order No. 2015-468

I Before E, LLC, t/a Trinity (Applicant)

Alexander M. Padro, Vice Chair, Advisory Neighborhood Commission (ANC) 6E

**BEFORE:** Ruthanne Miller, Chairperson  
Nick Alberti, Member  
Donald Brooks, Member  
Herman Jones, Member  
Mike Silverstein, Member  
Hector Rodriguez, Member  
James Short, Member

**ORDER ON SETTLEMENT AGREEMENT AND  
WITHDRAWAL OF ANC 6E'S PROTEST**

The Application filed by I Before E, LLC, t/a Trinity, for a new Retailer's Class CT License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on May 11, 2015, and a Protest Status Hearing on June 17, 2015, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 6E have entered into a Settlement Agreement (Agreement), dated September 15, 2015, that governs the operation of the Applicant's establishment.

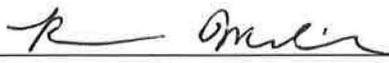
The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Vice Chair Alexander M. Padro, on behalf of ANC 6E, are signatories to the Agreement.

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

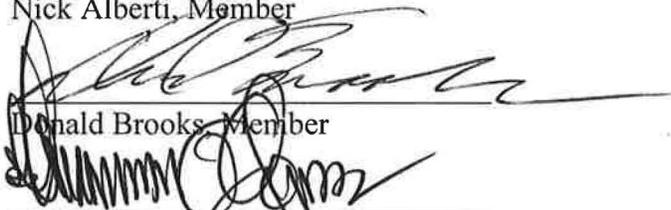
Accordingly, it is this 14<sup>th</sup> day of October, 2015, **ORDERED** that:

1. The Application filed by I Before E, LLC, t/a Trinity, for a new Retailer's Class CT License, located at 1606 7th Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 6E in this matter is hereby **WITHDRAWN**;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; and
4. Copies of this Order shall be sent to the Applicant and ANC 6E.

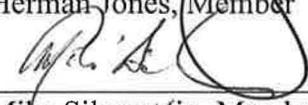
District of Columbia  
Alcoholic Beverage Control Board

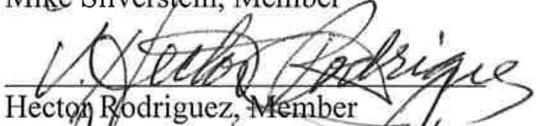
  
Ruthanne Miller, Chairperson

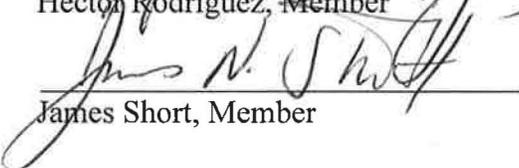
Nick Alberti, Member

  
Donald Brooks, Member

Herman Jones, Member

  
Mike Silverstein, Member

  
Hector Rodriguez, Member

  
James Short, Member

Pursuant to D.C. Official Code § 25-433(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 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 BETWEEN  
I BEFORE E, LLC T/A TRINITY AND  
ADVISORY NEIGHBORHOOD COMMISSION 6E**

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 15<sup>th</sup> day of September, 2015, by and between I Before E, LLC T/A Trinity ("Applicant") and Advisory Neighborhood Commission 6E (the "ANC").

**RECITALS**

Whereas, The Applicant has applied for approval of a new Retailer Class CT License (the "License") for a business establishment ("Establishment") located at 1606 7<sup>th</sup> ST NW; and,

Whereas, the Parties wish to enter into a Settlement Agreement pursuant to D.C. Official Code § 25-446 to address such concerns related to peace, order and quiet.

**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 Applicant will manage and operate a Class CT Tavern that may include a Summer Garden in the rear of the property.
3. Summer Garden. The Applicant shall have primarily seated patrons in the Summer Garden in accordance with this agreement. The sound of voices generated by the Applicant's customers in this outdoor space is acknowledged to have the potential to disturb neighbors residing in close proximity to the Establishment. In order to reduce the amount of sound that can be heard outside of the Establishment, the Applicant agrees to operate the Summer Garden only in accordance with the:
  - a. hours described in section [4]; and
  - b. seating and total capacities described below in section [5]; and
  - c. noise mitigation efforts described below in section [6].
4. Hours of Operation.
  - a. Outdoor Hours. Applicant agrees that upon expiration of the below hours of operation, no patron may remain in any outdoors area of the Premises. Applicant's outdoor hours will not exceed the following:
    - 10:00AM – 11:00 PM, Sunday through Thursday;
    - 10:00AM – Midnight, Friday and Saturday and the eve of holidays
5. Summer Garden Capacity. Outside in the Summer Garden the maximum number of patrons shall be no more than 49. Applicant shall, at all times, maintain seating for 41 persons in the Summer Garden.
6. Outdoor Noise Mitigation. The Applicant shall install sound absorptive materials and barriers, which shall include:

- a. A sound-insulated wall, measuring 10 feet 6 inches from ground to top, constructed to cover the entirety of the Summer Garden southern unenclosed property line and along the alley connecting the southern and northern property lines;
  - b. Noise absorptive materials on the north and east walls or structures, and a pergola above  $\frac{1}{4}$  of the total outdoor square footage of Summer Garden, half of the underside of which will contain sound absorptive materials. Said pergola shall extend from the wall at the west or alley end of the Summer Garden towards the west façade of the building on the lot.
  - c. Noise absorbing materials and windows designed to minimize transmission of sound shall be installed on the west wall on the second floor of the establishment to reduce the likelihood that sounds generated by entertainment on the second floor will be audible outside the premises..
7. No Outdoor Music. No music, live or recorded, will be allowed to be played in the Summer Garden at any time. There will be no musical performances, DJs, or amplified voices or sounds of any type in the Summer Garden at any time. No speakers of any size will be installed or operated in outdoor spaces. Notwithstanding the foregoing, nothing herein shall be construed to prohibit any person from listening to music through headphones or earbuds played from a personal audio player such as an MP3 player or iPod.
8. Entertainment. Applicant may offer entertainment in the indoor premises, including trivia nights, bingo, comedy, karaoke and a DJ, provided, however, that a DJ shall only be used on the second floor of the premises on Friday, Saturday and Sunday evenings. Applicant shall not offer facilities or move furniture to accommodate dancing, and shall not market or promote the business as one where dancing is featured, encouraged or offered. Live music shall not be offered in the premises after 6 p.m., except at no more than six (6) private events (not open to the general public) in a calendar year. Applicant will maintain a log identifying the dates of private events occurring after 6 p.m. during which live music is played and shall make such log available upon request by ABRA investigators and representatives.
9. Indoor Noise Emanating from Interior Operations. Applicant shall undertake such measures as reasonably are required to preclude unreasonable disturbance to occupants of nearby residential properties from emanation of noise or vibration from the Establishment, including from patrons at, entering, or exiting the interior of the establishment. Applicant agrees that no speakers will be installed in anyway directed towards the exterior of the establishment, especially the Summer Garden. Doors and windows to indoor spaces will remain reasonably closed other than required for serving customers or passage by staff and/or patrons between the outside and inside areas. Doors and windows shall not be blocked open when any music is playing inside.
10. Kitchen Odors. The kitchen shall be ventilated up to the highest roof of the establishment and directed upwards.
11. Public Space. Applicant shall make reasonable efforts to keep the sidewalk (up to and including the curb), tree boxes and alley free of litter, bottles, chewing gum, trash, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall

monitor these areas daily for refuse and other materials. The Applicant shall maintain sidewalks and alley clean and clear of snow and ice. In order to promote a clean and orderly public space, the Applicant shall install and maintain landscaping in any tree boxes in front of the Applicant's establishment.

12. Smoking. No smoking shall be allowed on premises, including the Sumer Garden, and to the extent practical, the Applicant shall discourage smoking in public space adjacent to the premises, especially the alley. Applicant shall ensure adjacent sidewalks are kept clean daily to prevent accumulation of cigarette butts adjacent to the premises. Applicant shall also provide cigarette urns and cigarette butt receptacles wherever patrons gather to smoke.
13. Trash and Recycling. Applicant will contract with a trash and recycling contractor to provide sealable container(s) for trash, food waste, and recycling designed to prevent rodent intrusion, and further agrees to keep the containers closed and sealed at all times when waste is not being disposed. Such containers will be housed in a wood enclosure as to not be visible from neighbors' windows. Applicant further agrees to hold all recyclable materials (especially glass bottles) indoors, and dispose outdoors only between the hours of 9am and 9pm.
14. Rat and Vermin Control. Applicant will maintain a contract with a professional, licensed rat, pest, and vermin control company to provide for routine control for the interior and exterior of the premises as needed to control pests.
15. Staff and Patrons. Applicant shall take reasonable steps to prevent its patrons from causing excessive noise or disturbances inside, outside in the Summer Garden, in front of, or immediately adjacent to, the Establishment during the hours of operation and as they depart at closing.
16. Security. Applicant shall install, at minimum, two security cameras recording the front street entrance, and full view of the rear alley of the Applicant, and shall ensure that the recordings from said cameras are available to the Metropolitan Police Department and ABRA for a minimum of 15 days following the date of recording.
17. Construction. Any reference to specific laws, regulations or requirements of other laws or regulations contained in this Settlement Agreement is meant for informational purposes only. The parties do not intend for a violation of any DC law, regulation or requirement to also be considered a violation of this Settlement Agreement.
18. Binding Effect. This Agreement shall be binding upon and enforceable against the successors and assignees of the Applicant.

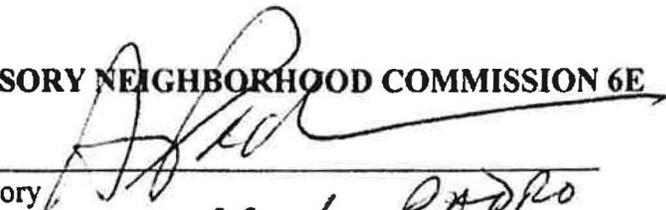
In consideration of the conditions listed above, Advisory Neighborhood Commission 6E shall support the Applicant's license and operation at 1606 7TH Street NW, pursuant to a X-X-X vote

to approve the terms of this Agreement at the Commission's duly-noticed meeting on October 6, 2015, with a quorum present.

**ADVISORY NEIGHBORHOOD COMMISSION 6E**

By: \_\_\_\_\_

Signatory

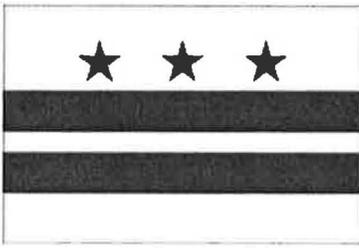
  
ALEXANDER M. PADRO  
VICE CHAIR, Aac 6E

**APPLICANT**

By: \_\_\_\_\_

Signatory

  
Joseph A. Engert 9/15/15



GOVERNMENT OF THE DISTRICT OF COLUMBIA

# ADVISORY NEIGHBORHOOD COMMISSION 6E

ANC 6E01: Alexander M. Padro, *Vice Chair*  
ANC 6E02: Kevin L. Chapple, *Treasurer*  
ANC 6E03: Frank S. Wiggins  
ANC 6E04: Rachelle P. Nigro  
ANC 6E05: Marge Maceda, *Chair*  
ANC 6E06: Antonio D. Barnes, *Secretary*  
ANC 6E07: Alfreda S. Judd

PO Box 26182, LeDroit Park Station  
Washington, DC 20001

October 9, 2015

RUTHANNE MILLER  
CHAIRPERSON  
ALCOHOLIC BEVERAGE CONTROL BOARD  
GOVERNMENT OF THE DISTRICT OF COLUMBIA  
2000 14TH ST NW STE 400S  
WASHINGTON DC 20009

Dear Chairperson Miller:

Regarding I Before E LLC t/a Trinity, 1606 7<sup>th</sup> Street, NW, Retailer's Class C Tavern License #ABRA-098042:

Advisory Neighborhood Commission 6E conducted a public meeting on Tuesday, October 6, 2015 at the Watha T. Daniel/Shaw Library, 1630 7th Street, NW, to consider approval of a Settlement Agreement resolving the Commission's protest of said application.

At the Commission's meeting, duly noticed and with this case listed in the notice, with a quorum present (four out of seven Commissioners required to be in attendance to achieve a quorum), ANC 6E voted (6 in favor, 0 opposed, and no abstentions) to approve the Settlement Agreement for the Commission's protest of the application for a new Class C Tavern ABC license for I Before E LLC t/a Trinity at 1606 7<sup>th</sup> Street, NW, and that said approval be communicated in writing to the Alcoholic Beverage Regulatory Administration and the Alcoholic Beverage Control Board.

In deliberating on this case, the Commission considered and determined the following:

- 1) This Establishment is located in SMD 6E01.
- 2) Neighboring homeowners living in close proximity to the location of the proposed establishment currently are enduring excessive noise from another outdoor ABC licensed establishment on the block and opposed any additional noise burden generated by the proposed outdoor seating at this establishment.

...2

- 3) The Applicant has agreed to a number of measures intended to mitigate the negative impacts of the outdoor portion of their proposed operation, and other restrictions and conditions, which are detailed in a Settlement Agreement, a copy of which is attached to this correspondence.
- 4) The Commission approves the terms of the Settlement Agreement, withdraws its protest of the application, and asks that the provisions of the Settlement Agreement be incorporated into the Board Order and license for this Establishment.

For the reasons listed above, Advisory Neighborhood Commission 6E recommends that the Alcoholic Beverage Control Board approve the application filed by this applicant with the restrictions incorporated into the Settlement Agreement, thereby granting ANC 6E's recommendation the Great Weight provided for in the ANC statute.

Sincerely,

A handwritten signature in black ink, appearing to read "A. Padro", with a long horizontal flourish extending to the right.

Alexander M. Padro  
Vice Chair  
ANC 6E