

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

<b>In the Matter of:</b>	)	
	)	
Granville Moore's Brickyard, LLC	)	
t/a Granville Moore's Brickyard	)	
New Application for a Retailer's	)	
Class CT License –	)	License no.: 72792
at premises	)	Case no.: 61005-05/050P
1238 H Street, N.E.	)	Order no.: 2006-131
Washington, D.C.	)	

Granville Moore's Brickyard, LLC, Applicant

Lisa Greene, Susan Vasquez, Eddie H. Curry, Jerri Dennis, Cherie Mitchell, and Robert Pittman, Protestants

Advisory Neighborhood Commission 6A

**BEFORE:** Charles A. Burger, Chairperson  
Vera M. Abbott, Member  
Judy A. Moy, Member  
Audrey E. Thompson, Member  
Peter B. Feather, Member  
Albert G. Lauber, Member  
Eartha Isaac, Member

**ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST**

The new application for a Retailer's Class "CT" License, having been protested, came before the Board on September 21, 2005, in accordance with D.C. Official Code § 25-601 (2001). Lisa Greene, Susan Vasquez, Eddie H. Curry, Jerri Dennis, Cherie Mitchell, and Robert Pittman, filed timely opposition by letters on August 3, 2005. On April 24, 2006, the Board received a voluntary agreement between the Applicant and Joseph Fengler, on behalf of Advisory Neighborhood Commission ("ANC") 6A, although ANC 6A did not file a protest in this matter.

The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the agreement, dated December 7, 2005, the Protestants have agreed to withdraw their protests, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement. The Board also notes that ANC 6A and the Applicant have

**Granville Moore's Brickyard, LLC**  
**t/a Granville Moore's Brickyard**  
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reached a separate agreement, dated April 13, 2006, that has been reduced to writing and has been properly executed and filed with the Board. If a conflict exists between the terms of the December 7, 2005 agreement and the April 13, 2006 agreement with ANC 6A, the terms more restrictive to the licensee shall be enforced by the Board.

Accordingly, it is this 21<sup>st</sup> day of June 2006, **ORDERED** that:

1. The protests of Lisa Greene, Susan Vasquez, Eddie H. Curry, Jerri Dennis, Cherie Mitchell, and Robert Pittman, are **WITHDRAWN**;
2. The new application of Granville Moore's Brickyard, LLC, t/a Granville Moore's Brickyard, for a Retailer's Class "CT" License at 1238 H Street, N.E., Washington, D.C., is **GRANTED**;
3. The above-referenced agreements are **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Protestants, ANC 6A, and the Applicant.

Granville Moore's Brickyard, LLC  
t/a Granville Moore's Brickyard  
Case no. 61005-05/050P  
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District of Columbia  
Alcoholic Beverage Control Board

Charles A. Burger

Charles A. Burger, Chairperson

Vera M. Abbott

Vera M. Abbott, Member

Judy A. Moy

Judy A. Moy, Member

Audrey E. Thompson

Audrey E. Thompson, Member

Peter B. Feather

Peter B. Feather, Member

Albert G. Lauber

Albert G. Lauber, Member

Not voting

Eartha Isaac, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), 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, 941 North Capitol Street, N.E., Suite 7200, Washington, D.C. 20002.

Cooperative Agreement

Between

The

Granville Moore's Brickyard, L.L.C.

And

The Protestants

Presented to

The Alcohol Beverage Control Board

Wednesday 7 December 2005

10:00 AM

um

2006 JAN -1 P 4:13

GOVT OF THE DISTRICT OF COLUMBIA  
ALCOHOL BEVERAGE  
REGULATORY AUTHORITY

## The Granville Moore's Brickyard Cooperative Agreement

**Licensee: Granville Moore's Brickyard, L.L.C.**

This Cooperative Agreement is designed to reflect the concerns and issues of Protestants within 600 feet of the Granville Moore's Brickyard, L.L.C.

- ❖ Whereas, this Cooperative Agreement is meant to be a document designed to provide clear understanding to the licensed establishment, the resident, police and government agencies on public safety and public health regulations/laws and the enforcement of these laws and regulations in our community;
- ❖ Whereas, the Cooperative Agreement will serve as a basis to improve the Quality of Life of both the Licensee and the resident; taking into account the range of customers served by the Licensee and the differences in attitudes, mental and physical health, socio-economic status, sub-cultural and philosophical differences;
- ❖ Whereas, the Cooperative Agreement will be the basis for the development of communications and improved working relationships amongst all in the community which the Licensee may serve;
- ❖ Whereas, the Cooperative Agreement establishes a set of clauses outlined to supplement what the Licensee has already agreed to do simply by being granted the privilege to have a license. The Cooperative Agreement is meant as a tool, which shall be used by the Licensee, which enters into this Agreement to meet standards that build on the Quality of Life that has already been established in the Community;
- ❖ Whereas, the Cooperative Agreement is also designed to guide residential members in dealings with the Licensee who will possess a Class CR license. The relationship between residents and commercial establishments is intrinsic to the economic viability of the whole community. There must be a relationship of trust and understanding that transcends a certain financial transaction. It must also be accepted by both, that in order for the Cooperative Agreement to be effective it will take more than just signing this document. Both the Licensee and Protestants have to uphold their respective ends of this Agreement and must take an active part in fulfilling it's commitment to ensuring that the Cooperative Agreement is effective;
- ❖ Whereas, the Parties having met and discussed the provisions of this Cooperative Agreement agree to make good faith efforts to resolve community concerns associated with the presence of multiple establishments with an ABC license. Part of why residents are encouraged to move to our community is its peacefulness.
- ❖ Whereas, the Licensee shall not be a drain on public services (i.e. Emergency services, regulatory or administrative):

Therefore, we agree as Protestants and accept that the Licensee and the Protestants will adhere to the following conditions as set forth:

Made this 7<sup>th</sup> day of December, 2005, by and between Joseph Englert, Managing Partner of the Granville Moore's Brickyard, L.L.C., and Jeri Dennis, Cherie Mitchell, Inez Fields, Pia Cacioppo, Victor McKoy, Deborah Utley, Lisa Greene, Eddie Curry, Susan Vasquez, Robert Pittman. The Parties agree to make good faith efforts to resolve community concerns associated with the presence of alcohol establishments pending or operational in a 2 block radius with one in a third block all surrounded by residential communities.

The Protestants recognize that the Granville Moore's Brickyard, L.L.C. has applied for a Class CR license from the Alcohol Beverage Control Board (ABC), having met the necessary requirements set under the Alcohol Beverage Regulation Administration (ABRA). As residents and Protestants, we are concerned about the impact on Peace, Order and Quiet, demand for police, EMS and Fire services, public intoxication, rowdiness, illegal parking, including over-concentration of establishments where the primary purpose is the consumption of alcohol by large numbers of patrons in the 1200 and 1300 Blocks of H Street, N.E.

The Protestants and the Licensee in an effort to mitigate expected and unexpected circumstances associated with the operation of a Class CR establishment as a stand-alone propriety and the effects of this establishment operating in concert with other establishments within 1426 feet of each other, agree as follows:

- 1.0 The Granville Moore's Brickyard, L.L.C. (hereinafter "the Granville") agrees to maintain the exterior areas adjacent to the restaurant including keeping the sidewalk, curbs\*, and tree-box in front of the business and the alley beside and behind the establishment well manicured and in accordance with Title 25, D.C. Code Enactment and Related Amendments Act of 2001 (25-726.) The Granville agrees to remove any visible debris from in front of the establishment at closing.
  - 1.1 The Granville agrees to provide the names of the Bar Manager for the establishment.
  - 1.2 The Granville will notify the Protestants with any changes to licensed Bar Managers at the establishment within 30 business days via email or U.S. Mail.
- 2.0 The Licensee agrees to pursue reasonable\*\* efforts, both directly and through communications with the Metropolitan Police Department (1<sup>st</sup> District) to discourage individuals from congregating or loitering outside of and in areas adjacent to the establishment. The Granville agrees to maintain a log of calls placed to MPD and Emergency Medical Services (EMS), which shall be open to review by the Protestants, upon the 10 day advanced written request of a designated representatives.
- 3.0 The Licensee may decide that a pay phone inside of the establishment is appropriate and will meet no opposition from the Protestants, if the Licensee does what is reasonable to ensure that phone(s) is not used for illicit activity.
- 4.0 The Licensee will not encourage illegal drug activity on the premise.
- 5.0 While, commercial sound proofing of the interior walls is desirable, the Protestants will accept the plans of the Licensee to sound proof walls of the establishment for now. The Granville agrees to comply with Title 25, D.C. Code Enactment and Related Amendments Act of 2001 (25-725) which stipulates, in part, that ABC licensees shall not produce any sound, noise, or music of such intensity that it may be heard beyond the premises.
  - 5.1 The Licensee agrees to install a double door or baffling device in the entry way. It is agreed that both doors will not be open at the same time with the exception for ingress and egress.

- 5.2 The Licensee agrees that if windows and/or doors are used for ventilation purposes, The Granville will recognize that the windows and doors shall be closed by 10:00p.m. on any given night to prevent disturbing the neighborhoods. The Licensee agrees to work with Protestants to resolve any complaints.
- 5.3 The Licensee agrees not to engage in competitive activity that causes the establishment to compete with neighboring establishments in attracting patrons by method of music or sound.
- 5.4 The Licensee agrees that laser light shows, strobes and A-Frame signs to attract crowds will be prohibited.
- 6.0 The Licensee agrees that parking and congestion are serious issues that residents face as a result of the establishments that attract crowds. The Licensee has agreed to help the Protestants tackle the issue that affects both sides of H Street.
- 6.1 The Licensee agrees to work with other businesses to address the parking needs of establishments that cater to a clientele at night and early morning.
- 6.2 The Licensee agrees to control delivery truck traffic and ensure where possible that alleyways and streets are not blocked for any lengthy period.
- 6.3 When the Licensee employs a Valet service the Protestants shall be notified.
- 6.4 The Licensee will ensure that buses used as arranged transportation to and from the licensed establishment will not idle their engines in the 1200 and 1300 blocks of H Street, the 600 – 900 blocks of 12<sup>th</sup> and 13<sup>th</sup> Streets or Linden Court, Wylie Court, Linden Place or G Street and Maryland Avenue, N.E. Buses that must wait for patrons in the 1200 – 1300 blocks of H Street for periods that exceed 5 minutes shall turn off idling engines until the bus is ready to depart from its designated stop.
- 7.0 The Licensee agrees to maintain proper sanitation conditions both inside and on the premise.
- 7.1 The Licensee agrees that all boxes are collapsed and secured in dumpster with lid always closed. Further, the Licensee will make sure that it cleans trash to minimize the attraction of rodents and insects.
- 7.2 The Licensee agrees that no crates will be stored in the alleys.
- 7.3 The Licensee agrees to ensure that restrooms stay clean.
- 7.4 The Licensee agrees that the kitchen or food preparation area is always clean and sanitized.
- 7.5 The Licensee agrees to maintain contracts with licensed trash haulers both for refuse and for grease removal.
- 8.0 The Licensee agrees to meet at the requests of the Protestants once a year to address community concerns including parking issues.
- 9.0 The Licensee will post signs at the entrance of the establishment and have language in advertisements that encourage staff and patrons to be mindful of neighbors. Such signage and advertisements shall ask patrons and staff to utilize available commercial parking rather than parking on residential streets and to be mindful of noise levels when leaving the establishment.

10.0 Should an emergency occur, that requires the establishment to close for any period of time (shooting, homicide, major fire or structural collapse) at the Granville or that is directly related to the Granville, the Protestants shall be notified within seven (7) calendar days.

11.0 The Licensee agrees to respond to Protestants concerns, within Ten (10) business days upon notification.

12.0 The Licensee agrees to cease sale of alcohol at:

3:00AM on Friday and Saturday (Last Call is agreed at  
2:30AM)  
2AM on Sunday  
2AM on Monday – Thursday  
4AM on New Year's Eve

13.0 Communication is not limited to face to face discussion between the Parties. Communication between the Protestants and the Licensee may be via email or U.S. Mail. Any face to face discussions regarding the ABC License and operations shall be reduced to writing via a follow up e-mail or U.S. Mail.

14.0 The Protestants and the Licensee agree to enter into this community relationship on good faith and trust of each other. If the conditions and stipulations of this agreement are breached by the Licensee, it is understood by all parties that the Protestants may immediately petition the ABC Board for a "Show Cause" Hearing on the Granville L.L.C., Class CR license.

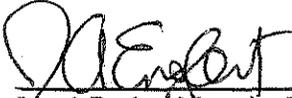
15.0 The Licensee acknowledges that the signatories hereto are Protestants in the pending license application before the ABC Board of the District of Columbia. All of the Protestants live in the immediate area of the establishment and are personally impacted by the presence of an establishment that serves alcohol and as such pledge to implement the terms of this Cooperative Agreement.

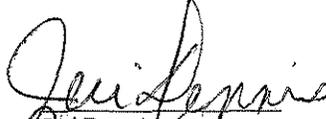
16.0 All Parties have read, understood and signed this document. Therefore the Protestants hereby withdraw its protest of the Granville L.L.C. Application for a Class CR license.

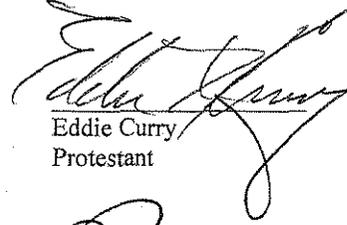
17.0 The Protestants agree to inform the neighborhood of this Cooperative Agreement and agree to enlist community support on the terms and conditions as set forth.

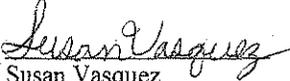
This Cooperative Agreement shall be executed in 3 (Three) counterparts, each of which shall constitute an original.

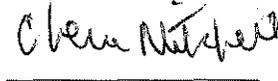
Parties to this action are:

  
Joseph Englert, Managing Partner  
The Granville Moore's Brickyard, L.L.C.

  
Jeri Dennis  
Protestant

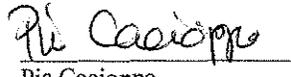
  
Eddie Curry  
Protestant

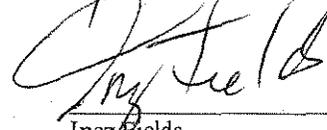
  
Susan Vasquez  
Protestant

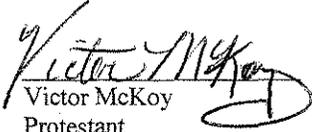
  
Cherie Mitchell  
Protestant

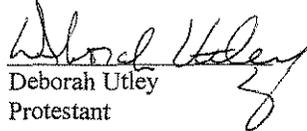
  
Robert Pittman  
Protestant

  
Lisa Greene  
Protestant

  
Pia Cacioppo  
Protestant

  
Inez Fields  
Protestant

  
Victor McKoy  
Protestant

  
Deborah Utley  
Protestant

**Applicant** – Joseph Englert

**Protestants** - Cherie Mitchell, Robert Pittman, Susan Vasquez, Lisa Greene, Jeri Dennis, Inez Fields, Pia Cacioppo, Victor McKoy, Deborah Utley and Eddie Curry.

#### Definitions

- \* “Curb” is defined as the area at the edge of the sidewalk and tree box space that connect with the public street and alley.
- \*\* “Beyond” is reasonably applied to mean common-sense approach to the level of sound and its effects..

The Granville LLC Final

Made this 13th day of April, 2006 by and between

GRANVILLE MOORE'S BRICKYARD  
1238 H Street, NE  
Washington, DC 20002

and

Advisory Neighborhood Commission 6A

Preamble

Through this agreement, both parties aim to create an environment whereby the applicant may operate as a viable contributing business in the ANC 6A community, while concurrently curtailing any adverse effects a business such as the applicant's could have on the surrounding neighborhood.

The applicant agrees to work regularly with the ANC 6A, neighborhood associations, and residents to ensure the business operations do not adversely affect the surrounding neighborhood. All parties believe the statements and provisions contained in this agreement are reasonable and must become wholly integrated into the day-to-day operation of the business establishment.

Further, ANC 6A acknowledges that this Cooperative Agreement shall be presented to all Class CR applicants within the boundaries of ANC 6A. The community and merchants have agreed that it is in all the parties best interests to standardize the requirements for the operations of restaurant, tavern, and nightclub establishments within the boundaries of ANC 6A. To the greatest extent possible, the ANC will not insist upon or allow any significant changes to this Cooperative Agreement that will unfairly benefit or, conversely, cause competitive disadvantage to, any individual applicant or establishment within the ANC, unless such change is required by the District of Columbia government, other authorized governmental bodies, or rule of law.

The community and merchants understand and agree that the changes imposed upon the operations of all licensees within the ANC as set forth herein are important measures to protect the safety, peace, order and quiet of the neighborhood, its residents, and businesses.

Witnesseth

Whereas, Applicant's premises is within the boundaries of ANC 6A; and,

Whereas, the parties desire to enter into an agreement governing certain requirements and understandings regarding the issuance of a Retailer's Class CR Liquor License at the subject premises;

The Parties Agree As Follows:

1. The applicant will amend his current application for a CT liquor license at the subject premises to a CR liquor license. If amendment is not accepted by the DC ABRA, applicant will apply for a new CR liquor license in place of the current CT application.
2. Public Space Cleanliness and Maintenance. Applicant will maintain the public space (minimally the front sidewalk up to and including the gutter in front of the subject premises, and the alleyway behind the subject premises) adjacent to the establishment in a clean and litter-free condition by:

- a. Picking up trash, including beverage bottles and cans, and all other trash a minimum of twice daily (once immediately before business hours and again between 5:00 p.m. and 8:00 p.m.).
- b. Maintaining regular trash garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remain clean.
- c. Applicant shall deposit trash and garbage only in rodent-proof dumpsters, and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed.
- d. Exercising due diligence to prevent and/or rid vermin infestation in and around the establishment, including following, minimally, the recommendations and guidelines of the Vector Control Division of the Department of Public Works.
- e. Assisting in maintenance of the curb in front of the establishment to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulation in these respects.
- f. Planting, watering, and generally tending to tree boxes directly in front of the subject premises, if any.
- e. Promptly removing or painting over any graffiti written on the exterior walls of the property.

### 3. Business Operations and Practices:

- a. Applicant will not, directly or indirectly, sell or deliver alcohol to any intoxicated person, or to any person of intemperate habits, or to any person who appears to be intoxicated. A person of intemperate habits shall be defined as:
  - i. Any person convicted of alcohol offences or alcohol-related crimes three times or more in any one year; and
  - ii. Who has been so identified to the licensee by the Metropolitan Police Department by giving a photo and name to the licensee.
- b. Applicant agrees to take all necessary steps to prevent patron rowdiness, including refusing admission/service to rowdy and/or unruly persons.
- c. Applicant agrees to ensure that no patron bring alcohol into the establishment from outside sources, and at no time exits the establishment with alcoholic beverages.
- d. Applicant will not provide or sell alcoholic beverages "to go." Applicant agrees not to promote or participate in bar or pub "crawls" or any other event of this nature.
- e. The licensed establishment will be managed by the applicant in person or a board licensed manager.
- f. Applicant, and all employees of the applicant, shall attend and complete an alcoholic beverage server training course/seminar.
- g. Applicant shall post a notice kept in good repair and visible from point of entry a sign, which states:
  - i. Proper ID required (proof of age 21 minimum to be served and assurances that ID's will be checked at all times prior to serving alcoholic beverages to patrons).
  - ii. Prohibition against selling alcohol to minors.
  - iii. Request to patrons to not litter, loiter, or make excessive noise in the neighborhood as they arrive or depart.
  - iv. Warning: Drinking alcoholic beverages during pregnancy can cause birth defects.
  - v. Request that customers do not contribute to panhandlers.
- h. Applicant shall make every effort to prohibit and prevent loitering and criminal activity on or in front of the establishment premises, including:
  - i. Calling the Metropolitan Police Department if illegal activity is observed,
  - ii. Keeping a written record of dates and times (i.e. log) when the MPD was called for assistance

- i. Applicant's log shall be provided to the Board and, for good cause shown to the Board, to any valid protestant during hearings involving future renewals or contested proceedings involving the Applicant's license.
- j. Applicant shall not support installation of pay phones outside of the establishment on their property.
- k. Applicant will utilize and maintain high-intensity flood-lights on the exterior of its premises so as to fully light any abutting alleyway from dusk until dawn.

4. Music / Dancing / Entertainment:

- a. Applicant agrees to ensure that sounds originating from within the establishment are mitigated by installing adequate sound proofing.
- b. Applicant shall not produce any sound, noise, or music of such intensity that it may be heard in any premises other than the licensed establishment in accordance with DC Official Code Title 25-725.
- c. Applicant shall obtain an entertainment endorsement to have a cover charge. For purposes of this clause, a cover charge is a fee required by an establishment to be paid by patrons for admission that is not directly applied to the purchase of food or drink.
- d. Applicant may offer facilities for dancing for patrons only with an entertainment endorsement and may have recorded and background music without an entertainment endorsement. "Entertainment" means live music or any other live performance by an actual person, including live bands, karaoke, comedy shows, poetry readings, and disc jockeys. The term "entertainment" shall not include the operation of a jukebox, a television, a radio, or other prerecorded music.

5. Cooperation with ANC 6A. Applicant agrees to work with the Single-Member District ANC Commissioner within whose boundaries the establishment is located, on resolving issues preventing the applicant from fulfilling its obligations under this cooperative agreement.

6. Modifications. This agreement can be modified only by mutual agreement of all the parties with the approval of the ABC Board. In the case of ANC6A, if applicant desires to modify the terms of this agreement, the applicant, prior to implementing the change(s), shall receive written agreement from ANC6A after a majority of the commissioners shall have voted in favor of the changes at a full public meeting.

7. Miscellaneous:

- a. Applicant certifies that it does not owe more than \$100 to the District of Columbia government as the result of any fine, fee or penalty interest or past due tax.
- b. Applicant shall post a copy of this voluntary agreement in the establishment in conjunction with the posting of its alcoholic beverage license.
- c. Applicant will operate in compliance with all applicable laws and regulations.

8. Enforcement:

- a. If either party hereto believes in good faith that the applicant is in violation of this agreement, written notice specifying the alleged violation shall be delivered to the applicant and the applicant shall have ten (10) days after receipt of such written notice to come into compliance with this agreement or respond to said alleged notice of default.
- b. Applicant and the ANC 6A Commission agree to enter into this agreement. If the applicant should breach the conditions of this agreement, it is understood by all parties that the ANC 6A, and/or its committees, or others shall immediately petition the ABC Board for a "show cause" hearing pursuant to 23 D.C.M.R. 1513.5.
- c. This cooperative agreement is binding on the applicant and its assigns and will continue in force for any and all subsequent license holders at this location.

In Witness Whereof

The parties have affixed hereto their hands and seals.

Applicant:

By: Joseph A. Engler Date: 7/01/06

Signature: JA Engler

Advisory Neighborhood Council 6A Representative:

By: Joseph Fengler, Chair Date: 4/21/06

Signature: Joseph Fengler

ABC Board-Licensed Manager:

By: Joseph A. Engler Date: 7/01/06

Signature: JA Engler