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

_____)
In the Matter of:)

Alero of U Street, Inc.)
t/a Alero Restaurant and Lounge)

Application for Renewal of a)
Retailer's Class CR License)

at premises)
1301 U Street, N.W.)
Washington, D.C. 20009)
_____)

Case No. 13-PRO-00023
License No. ABRA-071881
Order No. 2014-336

Alero of U Street, Inc., t/a Alero Restaurant and Lounge (Applicant)

James A. Turner, Chairperson, Advisory Neighborhood Commission (ANC) 1B

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 PROTEST OF ANC 1B**

The Application filed by Alero of U Street, Inc., t/a Alero Restaurant and Lounge, for renewal of its Retailer's Class CR License, was protested; however, a Roll Call Hearing scheduled for June 10, 2013, was not held, because the Parties submitted a Settlement Agreement before the hearing.

The official records of the Board reflect that the Applicant and ANC 1B have entered into a Settlement Agreement (Agreement), dated June 6, 2013, 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 former Chairperson Tony Norman, on behalf of ANC 1B, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 1B of this Application.

Accordingly, it is this 10th day of September, 2014, **ORDERED** that:

1. The Application filed by Alero of U Street, Inc., t/a Alero Restaurant and Lounge, for renewal of its Retailer's Class CR License, located at 1301 U Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 1B in this matter is hereby **WITHDRAWN**;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, except for the following modifications:

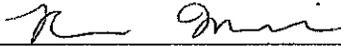
The following paragraph shall be removed: "The Applicant agrees to consider entering into a new Settlement Agreement with ANC-1B ONLY. The Applicant does not agree to consider entering into a Settlement Agreement with any other individual or entity."

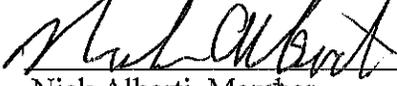
The last paragraph shall be modified to read as follows: "The parties further agree that the failure of the Applicant to adhere to the foregoing terms and conditions shall constitute a cause for filing a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(3)."

The parties have agreed to these modifications.

4. This Agreement replaces the Settlement Agreement, dated September 1, 2011, between the parties; and
5. Copies of this Order shall be sent to the Applicant and ANC 1B.

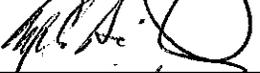
District of Columbia
Alcoholic Beverage Control Board

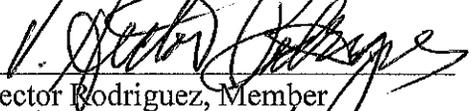

Ruthanne Miller, Chairperson

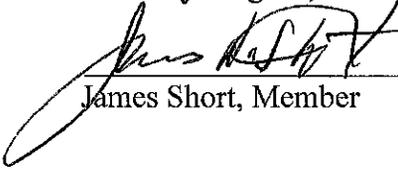

Nick Alberti, Member


Donald Brooks, Member


Herman Jones, Member


Mike Silverstein, Member


Hector Rodriguez, Member


James Short, Member

Pursuant to D.C. Official Code § 25-433, 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, 500 Indiana Avenue, N.W., Washington, D.C. 20001. However, the timely filing of a Motion for Reconsideration pursuant to D.C. Official Code § 25-433, 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).

SETTLEMENT AGREEMENT

This Settlement Agreement is made this 6 day of June, 2013, between Alero of "U" Street, Inc. (Applicant) and Advisory Neighborhood Commission 1B (ANC-1B).

WITNESSETH

WHEREAS the Applicant operates the establishment known as "Alero on "U" Street" at 1301 "U" Street, NW 20009, pursuant to a Retailer's Class CR License (071881);

WHEREAS the Applicant has submitted an application to renew its license for approval by District of Columbia's Alcoholic Beverage Control (ABC) Board;

WHEREAS the premises is within the boundaries of ANC-1B;

WHEREAS the parties desire to enter into an agreement to govern certain operational aspects at the subject premises;

WHEREAS the parties wish to state their mutual desire to promote business in the neighborhood while at the same time safeguarding peace and order in the immediate area; and

WHEREAS the parties desire to replace the previous Voluntary Agreement, dated September 1, 2011, with this new Settlement Agreement

NOW, THEREFORE, ANC-1B and the Applicant agree as follows:

1. The Applicant will maintain the public space adjacent to the establishment in a clean and litter-free condition.
2. Any music provided at the premises will comply with all District laws which regulate noise.
3. The Applicant will operate in accordance with the provisions of its licenses and permits.
4. The Applicant will keep both doors to the establishment closed whenever music is being played inside except to allow employees and patrons to enter and exit.

5. Patrons will not be permitted to have access to the sidewalk café except during its legal hours of operation.
6. On occasions when Alero has a DJ and the size of the crowd merits, Alero will hire up to three trained security staff personnel.
7. Speakers inside Alero will be oriented to mitigate noise escaping from the establishment. Alero will work with a sound engineer in order to best achieve this goal.
8. On regular nights of operation (non-holidays) the Applicant may have operating hours inside the establishment (including one hour for “soft closing”) as follows:

Sundays	11 a.m. to 3 a.m.
Mondays	11 a.m. to 3 a.m.
Tuesdays	11 a.m. to 3 a.m.
Wednesday	11 a.m. to 3 a.m.
Thursdays	11 a.m. to 3 a.m.
Fridays	11 a.m. to 4 a.m.
Saturdays	11 a.m. to 4 a.m.

9. On regular nights of operation (non-holidays), the Applicant may have alcohol sales hours inside the establishment as follows:

Sundays	11 a.m. to 2 a.m.
Mondays	11 a.m. to 2 a.m.
Tuesdays	11 a.m. to 2 a.m.
Wednesday	11 a.m. to 2 a.m.
Thursdays	11 a.m. to 2 a.m.
Fridays	11 a.m. to 3 a.m.
Saturdays	11 a.m. to 3 a.m.

10. On holiday nights (as defined by law, the DCMR, and the ABC Board) the Applicant may have the following operating hours inside the establishment (including one hour for “soft closing”):

11 a.m. to 4 a.m. (on Sunday through Thursday)
 11 a.m. to 5 a.m. (on Friday or Saturday)

11. On holiday nights (as defined by law, the DCMR, and the ABC Board) the Applicant may have the following alcohol sales hours inside the establishment:

11 a.m. to 3 a.m. (on Sunday through Thursday)
11 a.m. to 4 a.m. (on Friday or Saturday)

12. On regular nights of operation, the Applicant may have DJs, live bands, and/or musicians inside the establishment and dancing shall be permitted inside the establishment as follows:

Sundays	11 a.m. to 8 p.m.
Mondays	3 p.m. to 10 p.m.
Tuesdays	3 p.m. to 10 p.m.
Wednesday	3 p.m. to 10 p.m.
Thursdays	3 p.m. to 2 a.m.
Fridays	3 p.m. to 3 a.m.
Saturdays	11 a.m. to 3 a.m.

13. On holiday nights (as defined by law, DCMR, and the ABC Board) the Applicant may have DJs, live bands, and/or musicians inside the establishment and dancing shall be permitted inside the establishment as follows:

Sundays	11 a.m. to 9 p.m.
Mondays	3 p.m. to 11 p.m.
Tuesdays	3 p.m. to 11 p.m.
Wednesday	3 p.m. to 11 p.m.
Thursdays	3 p.m. to 3 a.m.
Fridays	3 p.m. to 4 a.m.
Saturdays	11 a.m. to 4 a.m.

14. The Applicant may have operating hours and alcohol sales hours on its Summer Garden as follows:

Sundays	11 a.m. to 2 a.m.
Mondays	11 a.m. to 2 a.m.
Tuesdays	11 a.m. to 2 a.m.
Wednesday	11 a.m. to 2 a.m.
Thursdays	11 a.m. to 2 a.m.
Fridays	11 a.m. to 3 a.m.
Saturdays	11 a.m. to 3 a.m.

15. The Applicant may have operating hours and alcohol sales hours on its Sidewalk Cafe as follows:

Sundays	11 a.m. to 11 p.m. (reduced down from 1 a.m.)
Mondays	11 a.m. to 11 p.m. (reduced down from 1 a.m.)
Tuesdays	11 a.m. to 11 p.m. (reduced down from 1 a.m.)
Wednesday	11 a.m. to 11 p.m. (reduced down from 1 a.m.)
Thursdays	11 a.m. to 11 p.m. (reduced down from 1 a.m.)
Fridays	11 a.m. to 12 a.m. (reduced down from 1 a.m.)
Saturdays	11 a.m. to 12 a.m. (reduced down from 1 a.m.)

16. The Applicant may have light recorded music playing on the sidewalk café until 10 p.m. on every night of regular operation. One hour may be added on the holiday nights recognized by law, the DCMR, and the ABC Board.

17. The Applicant may have light recorded music playing on the summer garden until 11 p.m. on every night of regulation operation. One hour may be added on the holiday nights recognized by law, the DCMR, and the ABC Board.

18. The Applicant will ensure that patrons on the sidewalk café and on the summer garden are not just drinking but are also served at least chips and salsa.

The Applicant agrees to consider entering into a new Settlement Agreement with ANC-1B ONLY. The Applicant does not agree to consider entering into a Settlement Agreement with any other individual or entity.

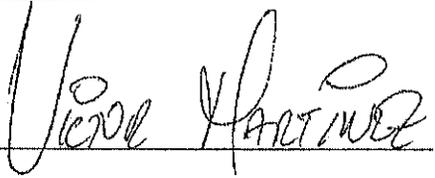
In the event of a perceived violation of the provision of this Agreement, the Applicant shall be notified in writing. Such notices shall be hand delivered or sent by first class mail or by recognized delivery service to: Mr. Victor Martinez, 1301 "U" Street, NW, Washington DC 20009.

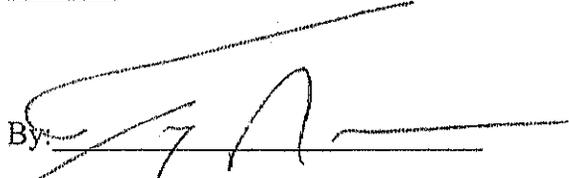
The parties further agree that any failure of the Applicant to adhere to the foregoing commitment would constitute grounds for the ANC to petition the ABC Board for issuance of an order to show cause pursuant to 23 DCMR 1513.5.

IN WITNESS WHEREOF, the parties have affixed hereto their hands and seals.

APPLICANT

ANC 1B

By: 

By: 
TONY NORMAN, CHAIR

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx End of Agreement – Nothing Follows xxxxxxxxxxxxxxxxxxxxxxxxxxx