

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

_____)
In the Matter of:)
)
Logan Kitchen, LLC)
t/a The Pig)
)
Applicant for a New) License No. ABRA-088060
Retailer's Class CR License) Order No. 2012-054
)
at premises)
1320 14th Street, N.W.)
Washington, D.C. 20005)
_____)

Logan Kitchen, LLC, t/a The Pig (Applicant)

Charles D. Reed, Chairperson, Advisory Neighborhood Commission (ANC) 2F

Jeffrey Dziejweczynski, Tim Hillard, Jay Kalinski, and Jim Kane

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Calvin Nophlin, Member
Mike Silverstein, Member
Jeannette Mobley, Member

ORDER ON VOLUNTARY AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Logan Kitchen, LLC, t/a The Pig, Applicant for a new Retailer's Class CR license, located at 1320 14th Street, N.W., Washington, D.C., Jeffrey Dziejweczynski, Tim Hillard, Jay Kalinski, Jim Kane, and ANC 2F have entered into a Voluntary Agreement (Agreement), dated October 12, 2011, 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, Jeffrey Dziejweczynski, Tim Hillard, Jay Kalinski,

Jim Kane, and Chairperson Charles D. Reed, behalf of ANC 2F, are signatories to the Agreement.

Accordingly, it is this 25th day of January, 2012, **ORDERED** that:

1. The above-referenced Voluntary Agreement submitted by the Parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED**, except for the following modifications:

Section 2 (Recitals Incorporated) – The following language shall be removed: “a substantial change in operation.”

Section 3 (Square Footage and Occupancy) – The following language shall be removed: “Applicant may not expand its occupancy or reduce available seating by more than 20% without amendment of this agreement.”

Section 4 (Hours of Operation) – The following language shall be removed: “Applicant may extend its hours no more than one hour without amendment of this agreement. The Application shall provide notice to the Community of any change in hours of operation.” And “To the extent there are problems resulting from the Applicant's hours of operation, the parties hereto agree to in good-faith meet to discuss solutions to such problems including, at a minimum, any necessary reduction in hours.”

Section 6 (Sidewalk Café) – The following language shall be removed: “To the extent that there are problems resulting from the Applicant's outdoor seating, the parties hereto agree to in good-faith meet to discuss solutions to such problems, including, at a minimum, any necessary reduction of hours or occupancy.”

Section 7 (Rat and Vermin Control) – The following language shall be removed: “At the present time, the intended pest control company shall be Western Pest Control. Applicant shall provide proof of its rat and vermin control contract upon request of ANC 2F.”

Section 10 (Dancing and Music) – The following language shall be removed: “except that Applicant may have a jazz band for Saturday and/or Sunday brunch.”

Section 13 (Participation in the Community) – The following language shall be removed: “Applicant, upon notice from the ANC 2F, shall send a representative of the establishment to a meeting of ANC 2F to discuss and find ways to reasonably resolve any problems associated with its operations.”

Section 14 (License Ownership) – The following language shall be removed: “Applicant also agrees to be the sole owner of the ABC license.”

The parties have agreed to these modifications.

2. Copies of this Order shall be sent to the Applicant, Jeffrey Dziewceczynski, Tim Hillard, Jay Kalinski, Jim Kane, and ANC 2F.

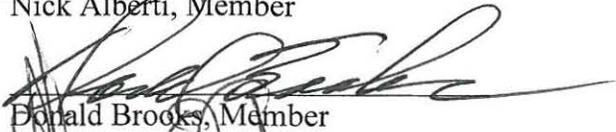
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t/a The Pig
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District of Columbia
Alcoholic Beverage Control Board

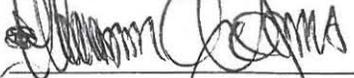
Ruthanne Miller, Chairperson



Nick Alberti, Member



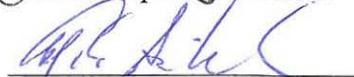
Donald Brooks, Member



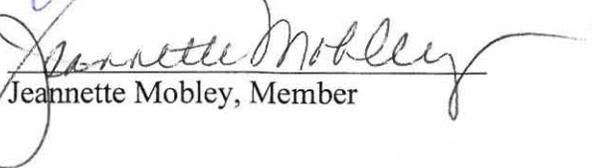
Herman Jones, Member



Calvin Nophlin, Member



Mike Silverstein, Member



Jeannette Mobley, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), any Party adversely affected by this Order may file a Motion for Reconsideration within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14th Street, N.W., Suite 400S, Washington, D.C. 20009.



ADVISORY NEIGHBORHOOD COMMISSION 2F
Government of the District of Columbia
5 Thomas Circle, NW, Washington, D.C. 20005
Telephone: (202) 667-0052 Fax: (202) 667-0053 www.anc2f.org

Commissioners

2F01 Charles D. Reed, *Chairman*
2F02 Nick Barron
2F03 Samuel Goekjian, *Treasurer*
2F04 Matt Raymond, *Secretary*
2F05 Vacant
2F06 Mike Benantrdo, *Vice Chair*
Cynthia Cota, *Executive Director*

Writer's direct contact:

Charles D. Reed
creed@kgrmlaw.com
Tel: (202) 262-5030
1310 Q Street, NW
Washington, DC 20009

November 20, 2011

(Via Email Only)

*Alcoholic Beverage Control Board
2000 14th Street, NW, Suite 400S
Washington, DC 20009*

*Re: LOGAN KITCHEN, LLC T/A THE PIG, 1423 P Street, N.W., Washington, D.C. 20005,
application for retailer, Class "CR" license.*

Attention Mr. Nick Alberti, Acting Chairman

Dear Mr. Alberti and Members of the Board:

On November 2, 2011, at a duly called meeting of Advisory Commission 2F ("ANC" or "Commission") at which a quorum was present and acting throughout, the attached Voluntary Agreement was presented to the Commission for its ratification. The agreement was unanimously ratified (5-0). Accordingly, the agreement is hereby submitted for approval by the Board. Subject to such approval, and continued compliance by the Applicant with the terms of the agreement, the Commission withdraws its currently pending protest of this application. The Commission recommends that the Board accept the agreement. Such recommendation is intended to be formal and is made pursuant to DC Code §1-209(10). The Commission respectfully requests that the Board accord "Great Weight" to this recommendation.

Respectfully yours,

Charles D. Reed
Chairman, ANC 2F

Cc David Winer *(Via Email)*

VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT ("Agreement") is made this 12th Day of October 2011, by and between LOGAN KITCHEN, LLC T/A THE PIG ("Applicant"), ADVISORY NEIGHBORHOOD COMMISSION 2F ("ANC 2F"), and the following individuals whose residences abut, or are near the applicant's premises, (additional parties) are also party to the Agreement: Jeffrey Dziewceczynski, 1422 Rhode Island Ave., NW, Washington, DC 20006; Tim Hillard, 1317 Rhode Island Ave., NW, Unit 201, Washington, DC 20005; Jay Kalinski, 1426 Rhode Island Ave., NW, Unit B, Washington, DC 20005; Jim Kane, 1426 Rhode Island Ave., NW, Unit C, Washington, DC 20005.

WITNESSETH

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 Business. The Applicant shall manage and operate a full-service restaurant with full dinner menu service, and may include full breakfast and lunch menu service, as noted below. Any change from this model shall be considered by all parties to be a substantial change in operation of great concern to residents and requires prior approval by the ABC Board. Applicant agrees it shall make no change from this model, without first applying to the ABC Board for such change.
3. Square Footage and Occupancy. The establishment is approximately 2,800 square feet. Applicant will provide seating for up to seventy-two patrons at tables and for fifteen



patrons at the bar. Applicant shall post the certificate of occupancy in a prominent location. Applicant may not expand its occupancy or reduce available seating by more than 20% without amendment of this agreement.

4. Hours of Operation. Applicant's proposed hours of operation are as follows:

Monday – Thursday	8:00 a.m. to 12:00 midnight
Friday	8:00 a.m. to 1:00 a.m.
Saturday	9:00 a.m. to 1:00 a.m.
Sunday	9:00 a.m. to 12:00 midnight

Applicant may extend its hours no more than one hour without amendment of this Agreement. The Application shall provide notice to the Community of any change in hours of operation. Up until one (1) hour prior to closing, Applicant's kitchen facilities shall remain open with full menu service. To the extent there are problems resulting from Applicant's hours of operation, the parties hereto agree to in good-faith meet to discuss solutions to such problems including, at a minimum, any necessary reduction in hours.

5. Public Space and Trash. The Applicant shall keep the sidewalk (up to and including the curb), tree boxes, curb, and alley clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas twice daily for refuse and other materials. The Applicant shall maintain a dumpster in the rear of the building. Applicant further agrees to hold all recyclable materials and perishable food waste within the building until the morning of the scheduled pickup. Trash and recyclable material shall not be deposited into the outside dumpster or other exterior holding facilities between the hours of 10:00 p.m. (11:00 ^{PM} ~~midnight~~ on Friday and Saturday) and 8:30 a.m. weekdays and up to. The Applicant shall require its trash and recycling contractors to pickup trash and materials after 9:00 a.m. Applicant will not install exterior public pay phones.

6. Sidewalk Café. The Applicant may have outside seating in a sidewalk café area in front of its premises upon receipt of a public space permit, and may serve alcoholic beverages in such area. The sidewalk café shall be of a size and occupancy, and place in a location approved by the District of Columbia Public Space Committee after notice and comment by ANC 2F. The sidewalk café may be open from 8:00 am each day. No one shall be served in the café area after 10:30 p.m. Sunday through Thursday or after 11:30 p.m. Friday or Saturday. The café area shall be closed within one half hour of the end of table service as specified above. To the extent there are problems resulting from Applicant's outdoor seating, the parties hereto agree to in good-faith meet to discuss solutions to such problems, including, at a minimum, any necessary reduction of hours or occupancy.

7. Rat and Vermin Control. The Applicant shall provide rat and vermin control for its property. At the present time, the intended pest control company shall be Western Pest Control. Applicant shall provide proof of its rat and vermin control contract upon request of ANC 2F.

8. Noise and Privacy. Applicant shall comply with the noise control requirements of Title 25, Section 725 of the D.C. Code, make any needed architectural improvements to the property, and take all necessary actions to ensure that music, noise, and vibration from the establishment are not audible from within the adjacent residential properties. Applicant shall also take reasonable steps to ensure that music; noise and vibration are not disruptive to the adjacent residential property owners' reasonable use of outdoor areas of their property.

9. Patrons. Applicant shall take reasonable steps to prevent its patrons from causing noise or disturbances in front of the establishment during the hours of operation and as they depart at closing.



10. Dancing and Music. Applicant shall not offer, create facilities for, or otherwise encourage or permit dancing by patrons or employees. Applicant shall not have live music or disc jockeys, except that Applicant may have a jazz band for Saturday and/or Sunday brunch. Applicant shall keep all recorded music at a level that is inaudible from outside the establishment.

11. Security. Applicant shall reasonably control unruly behavior by its patrons, whether on or in the area immediately adjacent to its premises.

12. Agreement Available Upon Demand. A copy of this Agreement shall be kept on the premise and made available to any person, including, but not limited to, law enforcement officer, Alcohol Beverage Regulatory Administration inspector or other official or ANC 2F Commissioner immediately upon request.

13. Participation in the Community. In order to maintain an open dialogue with the community, Applicant is encouraged to regularly send a representative to ANC 2F meetings, which occur on the first Wednesday of each month at 7:00 p.m. at the Washington Plaza Hotel, 10 Thomas Circle, Washington, D.C. 20005. Applicant, upon notice from the ANC 2F, shall send a representative of the establishment to a meeting of ANC 2F to discuss and find ways to reasonably resolve any problems associated with its operations.

14. License Ownership. Applicant agrees to abide by all ABC regulations regarding ownership of the license. Applicant also agrees to be the sole owner of the ABC license. Applicant agrees not to transfer or sell the license to any other entity before obtaining approval from the Alcohol Beverage Control Board. Applicant agrees to specifically notify any prospective transferee, assignee, or contractee of the existence of this Agreement and to provide them with a copy.



15. Binding Effect. This Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant.

16. Notices. In the event of a violation of the provisions of this Agreement, Applicant shall be notified in writing by the person alleging such violation and given the opportunity to cure such violation within thirty (30) days thereafter before action against the Applicant on the basis of such violation may be undertaken. A material violation of this Agreement or its ABC license by Applicant that has not been corrected after such thirty (30) days notice shall constitute cause for seeking a Show Cause Order from the ABC Board. Any notices required to be made under this Agreement shall be made in writing and either emailed or mailed by certified mail, return receipt requested, postage prepaid, or hand-delivered, to the Community. Notice is deemed to be received upon mailing. Notice is to be given as follows:

1. If to Applicant, to:

David Winer, Managing Member
dwiner@eatwelldc.com
Logan Kitchen LLC
1423 P Street, N.W.
Washington, D.C. 20005

2. If to ANC 2F, to:

Advisory Neighborhood Commission 2F
5 Thomas Circle
Washington, D.C. 20005

With copy to:

Charles D. Reed
Kile Park Goekjian Reed & McManus, PLLC
1200 New Hampshire Avenue, NW, Suite 570
Washington, DC 20036

Applicant may change the notice address listed above by written notice to ANC 2F at the addresses listed above. Failure to give notice shall not constitute waiver or acquiescence to the

violation, but notice shall be a prerequisite to the filing of a complaint with the Alcoholic Beverage Control Board.

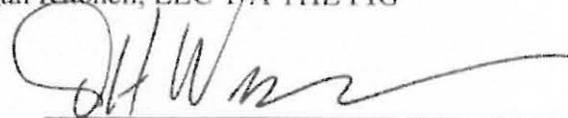
15. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS THEREOF, the parties have executed this Agreement as of the date and year first above written.

APPLICANT:

Logan Kitchen, LLC T/A THE PIG

By:



David Winer, Managing Member

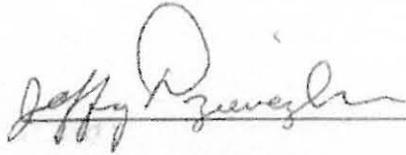
Advisory Neighborhood Commission 2F

By:

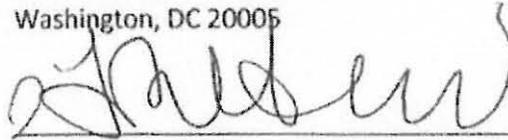


Charles D. Reed, Chairman

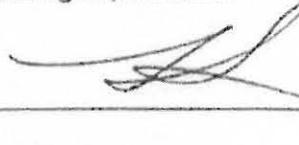
ADDITIONAL PARTIES



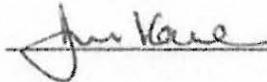
Jeffrey Dziewceczynski
1422 Rhode Island Ave. NW
Washington, DC 20005



Tim Hillard
1317 Rhode Island Ave. NW
Unit 201
Washington, DC 20005



Jay Kalinski
1426 Rhode Island Ave. NW
Unit B
Washington, DC 20005



Jim Kane
1426 Rhode Island Ave. NW
Unit C
Washington, DC 20005