

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

In the Matter of:

The Studio Theatre, Inc.
t/a The Studio Theatre

Holder of a
Retailer's Class CX Multipurpose Facility License

at premises
1333 P Street, N.W.
Washington, D.C. 20005

License No.: ABRA-025750

Order No.: 2016-476

The Studio Theatre, Inc., t/a The Studio Theatre (Licensee)

John Fanning, Chairperson, Advisory Neighborhood Commission (ANC) 2F

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
Ruthanne Miller, Member
James Short, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that The Studio Theatre, Inc., t/a The Studio Theatre Ku (Licensee) and ANC 2F have entered into a Settlement Agreement (Agreement), dated June 13, 2016, that governs the operation of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson John Fanning, on behalf of ANC 2F, are signatories to the Agreement.

Accordingly, it is this 3rd day of August, 2016, **ORDERED** that:

1. 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:

Section 4 (Sidewalk Café) – The following language shall be removed: "...after notice and opportunity for comment by the ANC."

Section 13 (Security Plan) – This Subsection shall be modified to read as follows: "Should the applicant be required to maintain a security plan by ABRA in accordance with D.C. Official Code § 25-402(d)(3), applicant agrees that such plan and further modification shall become an addendum to this agreement by default."

Section 14 (Agreement Available upon Demand) – The name "Alcoholic Beverage Regulatory Administration" shall be replaced with the name "Alcoholic Beverage Regulation Administration."

Section 17 (License Ownership) – The term "assignee" shall be removed.

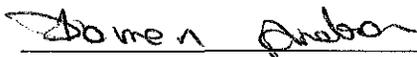
Section 18 (Binding Effect) – The term "assigns" shall be removed.

Section 20 (Notice and Opportunity to Cure) – The third sentence shall be modified to read as follows: "If the breach is not cured within the notice period – or, with respect to a breach which reasonably requires more than fourteen (14) days to cure, efforts to cure the breach have not commenced – failure shall constitute cause for filing a Complaint with the ABC Board pursuant to D.C. Official Code § 25-447."

The parties have agreed to these modifications.

2. This Settlement Agreement replaces and supersedes previous Settlement Agreements between the parties; and
3. Copies of this Order shall be sent to the Applicant and ANC 2F.

District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson



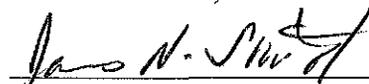
Nick Alberti, Member



Mike Silverstein, Member



Ruthanne Miller, 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 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).

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 13 day of June, 2016, by and between Studio Theatre, Inc. ("Applicant") and Advisory Neighborhood Commission 2F ("ANC 2F").

RECITALS

(a) Applicant has renewed a Retailer Class - CX License (the "License") for a business establishment ("Establishment") located at 1333 P Street NW, Washington, D.C. (the "Premises"); and filed to have its Settlement Agreement terminated or amended and,

(b) Applicant desires to cooperate with the ANC in order to mitigate concerns related to the potential impact of operation of the Establishment on the surrounding community; and,

(c) In lieu of contested protest proceedings regarding the application for the License, the Parties wish to cancel the previous Agreement and enter into a Settlement Agreement pursuant to D.C. Official Code § 25-446 to address such concerns:

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 theatrical venue and producer, bar, and event venue. Any change from this model shall require prior approval by the ABC Board.
3. Hours of Operation. It is understood that upon expiration of the below hours of operation, no patron may remain on the interior or exterior of the Premises. Applicant's hours will not exceed the following:
 - a. [Intentionally deleted]
 - b. For all C class licenses, alcohol service shall end 30 minutes prior to closing.
 - c. [Intentionally deleted]
 - d. For C/X licenses, standard hours shall be no later than:
 - i. On regular business nights: closing by 1:30am
 - ii. On Special Event nights: closing by 2:30am
4. Sidewalk Café. The Applicant may have outside seating in accordance with a sidewalk café endorsement to its ABC license and a duly-issued public space permit, and may serve alcoholic beverages to seated patrons in such area, provided, the total capacity for such sidewalk café shall not exceed 66 seats. Any increase in such seating shall require approval of the District of Columbia Public Space Committee, after notice and

opportunity for comment by the ANC, and approval by the ABC Board. Applicant shall not serve alcoholic beverages on its sidewalk café later than

- a. Sunday – Thursday: closing by 11:00pm
- b. Friday – Saturday: closing by 12:00am

Applicant will inspect the sidewalk cafe regularly for compliance.

5. [Intentionally Deleted] _____
6. [Intentionally Deleted] _____
7. Noise. Applicant shall adhere to DC Code 25-725 with respect to emanation of noise from the establishment. Applicant shall undertake such measures as reasonably are required to preclude unreasonable disturbance to occupants of abutting residential properties from emanation of noise or vibration from the Establishment, including from patrons at, entering, or exiting the establishment. Applicant will not install any exterior speakers to the Establishment, and agrees that no speakers will be installed in or in any way directed to the sidewalk café or summer garden.
8. Public Space and Trash. Applicant shall 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 police these areas daily for refuse and other materials. Applicant shall also provide cigarette urns and cigarettes butt receptacle wherever patron gather to smoke.
9. 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. The Applicant shall require its trash and recycling contractors to pick up trash and materials not earlier than 7:00 a.m. Applicant's employees shall not dispose of bottles or glass into trash containers or dumpsters in a manner which creates noise audible outside of the premises after 11:00 p.m.
10. 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.
11. Patrons. Applicant shall take reasonable steps to prevent its patrons from causing noise or ~~disturbances~~ in front of, or immediately adjacent to, the Establishment during the hours of operation and as they depart at closing.
12. Complaint Log. The Establishment's website will prominently feature the name and contact ~~information to~~ which any comments about the operation of the establishment

may be addressed. The Applicant shall maintain a log for every complaint lodged with the establishment for any issue relating to this Agreement, including, but not limited to, complaints of noise, parking congestion, traffic congestion, security, trash, rodents, incidents, violence, crime, and/or operating hours. The log shall include, for each separate complaint, to the extent provided by any such complainant, the name of the complainant, the date of the complaint, any contact information provided by the complainant, the nature of the complaint, and the response taken by the Applicant or the Establishment. Every complaint shall be kept on file in the complaint log for a minimum of three years from the date on which the complaint was made. Applicant shall make the complaint log available to the Board for inspection and copying upon reasonable advance request.

13. Security Plan. Should the applicant be required to maintain a security plan by ABRA, applicant agrees that such plan and further modification shall become an addendum to this agreement by default.
14. Agreement Available Upon Demand. A copy of this Agreement shall be kept on the premises and made available to law enforcement officers and Alcoholic Beverage Regulatory Administration inspectors immediately upon request.
15. Compliance with ABRA Regulations. Applicant shall abide by applicable Alcoholic Beverage Administration (ABRA) regulations regarding ownership of the License.
16. Participation in the Community. Applicant is encouraged to send a representative from time to time to meetings of the ABRA Policy Committee of ANC 2F. Participation in such meeting promotes open lines of communication, neighborhood involvement, and awareness of current ABRA issues. Dates and times can be found at www.ANC2F.org.
17. License Ownership. 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.
18. Binding Effect. This Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant.
19. 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.
20. Notice and Opportunity to Cure. In the event that either party believes that the other materially breached any obligations under this Agreement, such party shall give written notice to the other of the existence of the breach and the specific nature thereof. The party alleged to be in breach shall have fourteen (14) days from the receipt of notice to cure the alleged breach (or if the breach shall relate to excessive noise or disturbance, the lesser of 72 hours or such shorter period as may be reasonable under the circumstances to immediately restore peace, order and quiet). If the breach is not cured within the notice period—or, with respect to a breach which reasonably requires more than fourteen (14) days to cure, efforts to cure the breach have not been commenced—failure shall constitute a cause for seeking a Show Cause Order from the

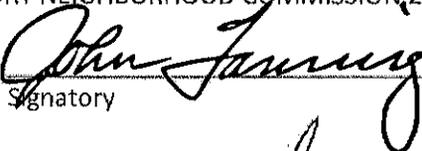
ABC Board pursuant to D.C. Official Code § 25-447. In the case of a continuing violation, no notice or opportunity to cure need be provided for subsequent violations of this Agreement, following the initial provision of notice. Any notices required to be made under this Agreement shall be in writing and sent either via e-mail or U.S. mail, postage prepaid, to the parties to this Agreement at the addresses below. Notice shall be deemed given as of the time of receipt or refusal of receipt.

If to Applicant: Studio Theatre
 1333 P Street NW
 Washington, DC 20005
 info@studiotheatre.org

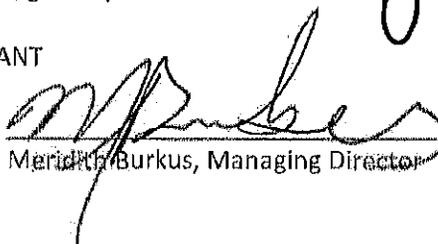
If to the ANC: Advisory Neighborhood Commission 2F
 5 Thomas Circle, NW
 Washington, DC 20005
 ANC2FOffice@gmail.com

Either party may change its notice address by written notice to the other. 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 ABC Board or any other enforcement action.

ADVISORY NEIGHBORHOOD COMMISSION, 2F

By: 
Signatory

APPLICANT

By: 
Meredith Burkus, Managing Director

A File

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

In the Matter of:)
)
The Studio Theatre, Inc.)
t/a The Studio Theatre)
)
Application for a Retailer's Class DX)
License – substantial change)
at premises)
1333 P Street, N.W.)
Washington, D.C.)
)

Case no.: 25750-05/044P
Order no.: 2005-166

The Studio Theatre, Inc., Applicant

Charles D. Reed, Chairperson, on behalf of Advisory Neighborhood Commission 2F,
Protestant

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 substantial change application to expand the licensed premises to include the adjacent building and to change the primary entrance from 1333 P Street, N.W., to 1501 14th Street, N.W., having been protested, came before the Board on June 29, 2005, in accordance with D.C. Official Code § 25-601 (2001). Charles D. Reed, Chairperson, on behalf of Advisory Neighborhood Commission 2F, filed timely opposition by letter dated May 27, 2005.

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 June 1, 2005, the Protestant has agreed to withdraw its protest, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

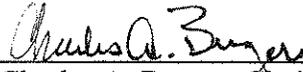
The Studio Theatre, Inc.
t/a The Studio Theatre
Case no. 25750-05/044P
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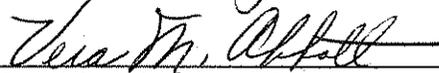
Accordingly, it is this 6th day of July 2005, **ORDERED** that:

1. The protest of Charles D. Reed, Chairperson, on behalf of Advisory Neighborhood Commission 2F, is **WITHDRAWN**;
2. The substantial change application of The Studio Theatre, Inc., t/a The Studio Theatre, Retailer's Class "DX" License, to expand the licensed premises to include the adjacent building and to change the primary entrance from 1333 P Street, N.W., to 1501 14th Street, N.W., at 133 P Street, N.W., Washington, D.C. is **GRANTED**;
3. The above-referenced agreement, is **INCORPORATED** as part of this Order;
and
4. Copies of this Order shall be sent to the Protestant and the Applicant.

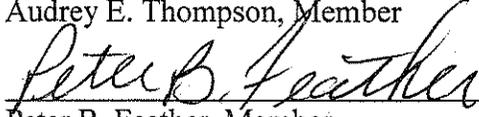
The Studio Theatre, Inc.
t/a The Studio Theatre
Case no. 25750-05/044P
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District of Columbia
Alcoholic Beverage Control Board

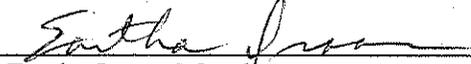

Charles A. Burger, Chairperson


Vera M. Abbott, Member


Judy A. Moy, Member

Audrey E. Thompson, Member

Peter B. Feather, Member

- not voting -
Albert G. Lauber, Member


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.

VOLUNTARY AGREEMENT
(Studio Theatre)

THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE
CONTROL BOARD

JUN 21 P 4:14

This VOLUNTARY AGREEMENT is made on this 1st day of June, 2005, by and ZPC
between Studio Theatre and ANCF2F ("ANC") and the Rhode Island Avenue West
Neighborhood Association ("RIW") (collectively, ANC and RIW are referred to as the
"Community").

WITNESSETH

WHEREAS, Applicant has applied for a Class DX license for the premises located
at 1501 14th Street NW, Washington, DC; and

WHEREAS, the parties have agreed to enter into this Voluntary Agreement with
the Community to request that the Alcoholic Beverage Control Board approve the
Applicant's license application conditioned upon the Applicant's compliance with the
terms of this written Agreement.

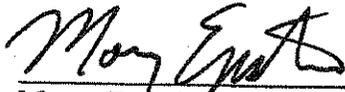
NOW, THEREFORE, in consideration of the recitals set forth above and the
mutual covenants and conditions set forth below, the parties agree as follows:

1. The Applicant will manage and operate a live professional theatre. Any change from
this model shall be considered by all parties to be a substantial change in operation of
great concern to residents within the area served by the Community and requires prior
approval by the ABC Board.
2. The Applicant's hours of operation for beer and wine sales shall be as follows:
Daily 12 noon - 11 pm. During those hours beer and wine sales will be in
conjunction with theatre productions and donor events.
3. Applicant has entered into and shall retain an agreement with the Washington Plaza
Hotel and Colonial Parking to provide reduced rate parking for its patrons. (If
agreements with these services become unavailable, Applicant shall seek to enter into
similar arrangements with other parking facilities within reasonable walking distance
of the theater). If the agreements are in writing Applicant shall provide a copy
thereof to the ANC and RIW, otherwise, Applicant shall provide a written
memorandum of the terms of such agreements to the ANC and RIW. Applicant shall
advertise the availability of this parking and urge its patrons to use the off-street
options. To this end, Applicant will include announcements to this effect in its
literature and on a sign to be displayed prominently at the entrance to the theater.
Applicant further agrees to utilize valet parking for events, such as fundraisers.
Applicant shall assure that in its arrangements with valet services, all vehicles shall be
parked off-street.

4. This Voluntary Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant.
5. In the event of a violation of the provisions of this Voluntary Agreement, Applicant shall be notified in writing by the party alleging such a violation and given an opportunity to cure such violation within thirty (30) days thereafter before action against Applicant on the basis of such violation may be undertaken. A material violation of this Agreement or its ABC license by Applicant, which has not been corrected after such thirty (30) days' notice, or three notices of violations, shall constitute a cause for seeking a Show Cause Order from the ABC Board by either the ANC or RIW. Any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties of this Agreement.

Upon acceptance by the ABC Board of this Voluntary Agreement, the Community shall withdraw any protest against the current application.

For the Studio Theatre:



Morey Epstein

1501 14th Street NW

Washington, DC 20005

Title: *Exec. Dir. of Institution Development*

For ANC2F:

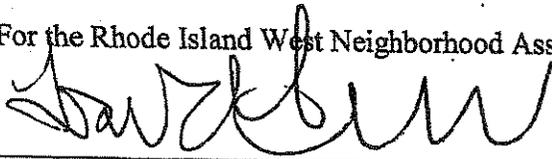


Charles Reed, Chairman

5 Thomas Circle NW

Washington, DC 20005

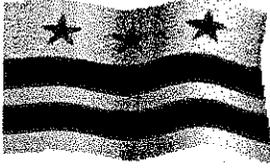
For the Rhode Island West Neighborhood Association:



Tim Hillard, President

1317 Rhode Island Avenue NW, #201

Washington, DC 20005



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 Reed, *Chairman*
2F02 Jim Brandon
2F03 Christopher Dyer, *Secretary*
2F04 Vacant
2F05 Sandra Biasalo, *Treasurer*
2F06 Michael Nelson

THE DISTRICT OF COLUMBIA
PUBLIC BEVERAGE
LICENSING REGULATION
DIVISION
JUN 21 P 4:05
ZRC

June 15, 2005

(via Fax and First Class Mail)

Mr. Charles Burger
Chairman, Alcohol Beverage Commission Board
941 North Capitol Street, NE, Suite 7200
Washington, DC 20002

Re: License No. 25750
Studio Theatre, Inc. t/a The Studio Theatre
133 P Street NW, Washington, DC

Dear Chairman Burger and Members of the Board:

On May 27, 2005, ANC2F wrote to you, protesting the above license application, but indicating that the parties expected to enter into a voluntary agreement to resolve the issues of concern to the community. I am pleased to report that this has been accomplished.

At a duly held public meeting on June 1, 2005, with quorum present and acting throughout, ANC2F approved a voluntary agreement with the licensee by unanimous consent and directed that appropriate officers of the ANC seek to implement the agreement.

Accordingly, I enclose the executed copy of the Voluntary Agreement, and request that it be approved by the Board. Upon acceptance of the Voluntary Agreement by the Board, our Commission ANC2F withdraws its pending protest, and advises the Board that the application be granted.

Sincerely,

Charles D. Reed
Chairman, ANC 2F

Cc:
Studio Theatre (Morey Epstein)
Rhode Island West Community Association (Tim Hillard)

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

_____)
In the Matter of:)

The Studio Theatre, Inc.)
t/a The Studio Theatre)

Application for a Retailer's License)

Class DX - new)
at premises)

1333 P Street, N.W.)
Washington, D.C.)

Case No. 35623-98029P

_____)
**James Franciscus, Board Member, Lofts at Logan Circle Condominium Association,
Protestant**

Marlene L. Johnson, Esquire, on behalf of Applicant

**BEFORE: BARBARA L. SMITH, ESQUIRE, CHAIR 1/
DENNIS BASS, MEMBER;
ALLEN BEACH, MEMBER;
MARY EVA CANDON, ESQUIRE, MEMBER;
LAVERNE KING, MEMBER;
EYDIE WHITTINGTON, MEMBER;
DUANE WANG, MEMBER**

ORDER ON RECONSIDERATION OF DISMISSED PROTEST

This matter, having been protested, came before the Board for public hearing on April 19, 1998 in accordance with D.C. Code Section 25-115 (c)(5) providing for remonstrants to be heard. At that time, the Board determined that inadequate notice was sent to the parties of record, and the roll call hearing was continued until May 20, 1998. On the continued date, Mr. James Franciscus, Protestant, was not present when the Board conducted the roll call hearing.

1/ Barbara Smith is no longer a member of the Board.

The Studio Theatre, Inc.
t/a The Studio Theatre
Page two

On June 3, 1998, by Order of the Board, the opposition of James Franciscus was dismissed for failure to appear at the roll call hearing on May 20, 1998. On July 6, 1998, a copy of the Board's order was mailed certified to the Protestant and on July 14, 1998, the Protestant filed a request for reconsideration. On July 15, 1998, the Board reviewed the request and there being no opposition, the Board reinstated the opposition.

Accordingly, it is this 19th day of August 1998, that the opposition of James Franciscus, be, and the same hereby, is **REINSTATED**. **FURTHER**, copies of this Order shall be sent to the Protestant and the Attorney for the Applicant.

**DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL
BOARD**

Barbara L. Smith, Esquire, Chair

Dennis Bass

Dennis Bass, Member

Allen Beach

Allen Beach, Member

Mary Eya Candon

Mary Eya Candon, Esquire, Member

Laverne King

Laverne King, Member

Duane Wang

Duane Wang, Member

Eydie Whittington

Eydie Whittington

App No. 35623

AGREEMENT

THIS AGREEMENT is made this *12th* day of April 1998 by and between the Studio Theatre (the "Applicant"), the Rhode Island Avenue West Association, and the Advisory Neighborhood Commission ("ANC").

RECITALS

1. The Studio Theatre is located at 1333 P Street N.W., Washington, D.C. and has applied for a license from the Alcoholic Beverages Control Board ("ABC") to serve beer and wine at its Theatre. The pending application is #35623.
2. The Rhode Island Avenue West Association is a neighborhood association representing owners of residential properties on the 1300 block of P Street N.W., and the 1300 and 1400 blocks of Rhode Island Avenue N.W.
3. The ANC is an elected citizen's advisory body for the section of Ward 2 in which the Studio Theatre is located.

After discussions between and among the parties and in consideration of the promises, agreement has been reached as follows:

The Applicant will operate pursuant to the terms of its current application (dated February 19, 1998) with the following amendment and restriction: beer and wine sales will be limited to 60 minutes before performances begin and during intermissions only with no sales of beer and wine permitted after the performances. Further, Applicant agrees to revise its "Subscriber Information" and "Newsletters" so that patrons are urged to refrain from parking on streets surrounding the Theatre which are zoned for "Residential Parking". Applicant further agrees to implement an incentive program in order to encourage patrons to use a pay parking lot. Notice of such revisions will be mailed during the Theatre's next scheduled mailing. Applicant further agrees to maintain a security guard at the Danas pay lot as long as that lot is available for Theatre parking, and in the event the lot should become unavailable Applicant agrees to seek similar arrangements elsewhere.

In recognition of the above agreement The Rhode Island Avenue West Association and the ANC agree not to protest this license application.

For the Studio Theatre:

Morey Epstein
Morey Epstein

For Rhode Island Avenue West Association:

Tim Hillard
Tim Hillard, President

For the ANC:

Helen M. Kramer
Helen Kramer, Chair



**ANC 2F LOGAN CIRCLE ADVISORY
NEIGHBORHOOD COMMISSION
GOVERNMENT OF THE DISTRICT OF COLUMBIA**
1400 Q Street, NW 2nd Floor, Washington, DC 20009
Telephone: (202) 232-4412 Fax: (202) 232-4413

Commissioners:

2F01 Christine Young
Vice Chair
2F02 Jim Brandon
2F03 Jeffrey M. Travers
Treasurer
2F04 Helen M. Kramer
Chair
2F05 Leslie Miles
Secretary
2F06 Rodney Foxworth

April 13, 1998

Barbara Smith
Chairperson
D.C. Alcoholic Beverage Control Board
614 H Street, Room 807
Washington, D.C. 20001

Re: Application No. 35623, Retailer's Class DX
The Studio Theatre, 1333 P Street NW

Dear Ms. Smith:

At its regularly scheduled and publicly advertised meeting on April 1, 1998, ANC 2F voted unanimously to support the Studio Theatre's liquor license application provided a satisfactory voluntary agreement was reached with the Rhode Island Avenue West Group which addressed their concerns about parking and hours of operation and provided the theater made arrangements to ensure adequate and timely trash removal.

The parties reached a voluntary agreement (copy enclosed). ANC 2F therefore supports the Studio Theatre's application, contingent upon this agreement being incorporated into the liquor license.

The ANC continues to have concerns about the adequacy of Studio's trash pick-up arrangements but trusts that the theater will act promptly to respond to any complaints and to solve any problems that may arise.

Very truly yours,

Helen M. Kramer
Chairperson

cc: Christine Young
Commissioner, 2F01

Encl.