

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

**In the Matter of:** )  
 )  
P and Q, LLC )  
t/a Viridian )  
 )  
New Application for a Retailer's )  
Class CR License – )  
at premises )  
1515 14<sup>th</sup> Street, N.W. )  
Washington, D.C. )  
\_\_\_\_\_ )

Case no.: 60945-05/032P  
Order no.: 2005-168

P and Q, LLC, Applicant

Charles D. Reed, Chairman, 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**ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST**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 new application for a Retailer's Class "CR" License, having been protested, came before the Board on April 6, 2005, in accordance with D.C. Official Code § 25-601 (2001). Charles D. Reed, Chairman, on behalf of Advisory Neighborhood Commission 2F, filed timely opposition by letter on March 22, 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 April 6, 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.

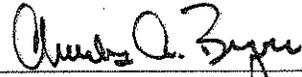
**P and Q, LLC**  
**t/a Viridian**  
**Case no. 60945-05/032P**  
**Page two**

Accordingly, it is this 6<sup>th</sup> day of July 2005, **ORDERED** that:

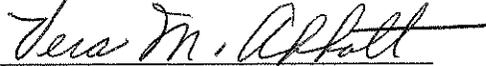
1. The protest of Charles D. Reed, Chairman, on behalf of Advisory Neighborhood Commission 2F, is **WITHDRAWN**;
2. The new application of P and Q, LLC, t/a Viridian, for a Retailer's Class "CR" License at 1515 14<sup>th</sup> Street, N.W., Washington, D.C., is **GRANTED**;
3. The above-referenced agreement, is **INCORPORATED** as part of this Order;  
and
4. Copies of this Order shall be sent to the Protestant and the Applicant.

P and Q, LLC  
t/a Viridian  
Case no. 60945-05/032P  
Page three

District of Columbia  
Alcoholic Beverage Control Board



Charles A. Burger, Chairperson

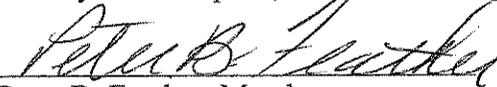


Vera M. Abbott, Member

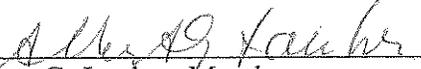


Judy A. Moy, Member

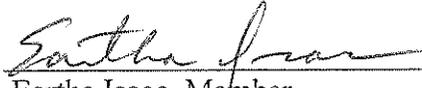
Audrey E. Thompson, Member



Peter B. Feather, Member



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**

THIS VOLUNTARY AGREEMENT ("Agreement") is made on this 6th day of April, 2005, by and between P and Q LLC t/a Viridian ("Applicant"), Advisory Neighborhood Commission 2F ("ANC 2F"), the Logan Circle Community Association ("LCCA"), and the persons whose signatures appear below as "Other Community Parties" (ANC 2F, LCCA and Other Community Parties being hereinafter referred to collectively as "the Community").

WITNESSETH.

WHEREAS, Applicant has applied for a retailers license Class CR for the premises at 1515 Fourteenth Street, N.W., Washington, D.C.;

WHEREAS, the Community, is considering support of Applicant's license (and ANC2F has on March 2, 2005, conditionally authorized approval of the application subject to approval of a mutually satisfactory Voluntary Agreement); and

WHEREAS, the Applicant has agreed to enter into this Agreement with the Community to request the Alcoholic Beverage Control Board ("ABC Board") approve the Applicant's license application conditioned upon 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. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Nature of Business. The Applicant shall manage and operate a restaurant with full lunch, brunch, and dinner menu service. Any change from this model shall be considered by all parties to be a substantial change in operation of great concern to residents and require approval by the ABC Board.

3. Hours of Operation. The Applicant's hours of operation shall be as follows:

Monday – Thursday	11:00 a.m. to no later than 1:00 a.m.
Friday – Saturday	11:00 a.m. to no later than 1:45 a.m.
Sunday	10:00 a.m. to no later than 10:00 p.m.

Applicant may not extend its hours without amendment of this Agreement. Up until one (1) hour prior to closing, Applicant's kitchen facilities shall remain open with food service.

These hours have been arrived at by negotiation with Applicant. The Community's concern is that longer hours may unduly disturb nearby residents; Applicant has conceded to reduced hours with the understanding that they will be reviewed by the parties at the end of six months from the opening date of the restaurant. If experience demonstrates that there has not been undue disturbance, the Community agrees to consider extending the hours; similarly, if problems have occurred, Applicant agrees to consider reducing hours. The parties will employ the procedure set forth in paragraph 19(b) in such review.

4. Square Footage and Occupancy. The square footage of the establishment is 3,353 square feet with a current authorized maximum occupancy of 149 persons. Applicant will provide seating for at least one-hundred twenty-five patrons at tables and up to 24 patrons at the bar. Applicant shall post the certificate of occupancy in a prominent location in the entryway. Applicant may not expand its occupancy or reduce available seating by more than ten percent (10%) without amendment of this Agreement.

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5. Parking. Applicant recognizes the importance of parking not only for its success, convenience for its patrons but also the level of its importance to ANC 2F with respect to the impact by its patrons on street parking in the surrounding residential community. Applicant agrees that prior to commencing business and at all times thereafter it shall either:

a. Enter into an agreement with a parking facility located not more than 1000 yards from the premises to provide parking for its patrons at a reduced cost. The reduction shall be limited to \$5.00 or one-third of facility's normal rate for two hours of parking, whichever is lower. Applicant is entitled to condition this subsidy upon a minimum restaurant tab amount that reflects a normal meal, it being the intention that patrons will not be entitled to a parking benefit when only purchasing a drink. Applicant shall advertise the availability of parking on a sign posted at the entrance to the establishment, in any print or other advertisements for the restaurant and when and if it takes dining reservations, and/or,

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b. Enter into a written agreement with a licensed service to provide valet parking on a basis subsidized on the same basis and with the same limits as above. Any such agreement will contain a provision requiring the valet service not to park on streets within 1000 yards of the restaurant.

c. A copy of the agreement (s) provided for in (a) and (b), above, shall be appended hereto and incorporated herein. Applicant shall be in default of this Voluntary Agreement if, within 60 days from termination, it fails to enter into another such agreement with terms consistent with those above,

Deleted: The agreements provided for above shall be subject to the reasonable approval of the Community. Once approved, a

Deleted: ; and the Community shall also have the reasonable right of approval.

6. Local Restaurant. Applicant wishes to position itself principally as a neighborhood restaurant serving Logan Circle area residents. Applicant is considering offering special inducements from to such residents as a means of attracting their patronage. It is understood that any such inducements are not binding on Applicant as a provision under this Agreement,

Deleted: , the Community may consider such inducements in review provisions indicated in paragraphs 3 and 7.

7. Special Events. "Special events" for purposes of this Agreement means that the restaurant is reserved exclusively or principally for a single group or event during or after normal dinner hours. Applicant agrees that it will limit special events to not more than 8 during the first

six months of its operations, not more than 4 in any one month, and not more than 18 for the first year. The parties agree that when a special event is being held on any day of the week other than Sunday, Applicant shall reduce its closing hours by one hour. The Community's concern giving rise to the limitation on the number of special events is that they may unduly impact the neighborhood with additional parking, noise and trash problems; Applicant has conceded to the limitation with the understanding that the limit will be reviewed by the parties at the end of one year from the opening date of the restaurant. If experience demonstrates that there has not been such undue impact, the Community agrees to consider increasing the limitation on special events; and if problems have occurred, Applicant agrees to consider reducing such limitation. The parties will employ the procedure set forth in paragraph 19(b) in such review.

8. Alley Access. Applicant recognizes that the public alley in the rear of the establishment running between the 1300 Blocks of Q Street and P Street, NW between Fourteenth and Kingman Streets ("public alley") is particularly active and its accessibility is necessary for the ingress and egress of residents. Applicant shall not impede access to the public alley. Applicant shall not permit its employees to park in the public alley and shall instruct its suppliers to not block access to the public alley during deliveries. Applicant shall not permit its patrons to enter or exit the establishment from the alley.

9. Public Space and Trash. Applicant is aware that illegal dumping in the public alley is an ongoing concern of its neighbors and that Applicant's trash practices, if not consistently diligent, may have the effect of encouraging such dumping. Applicant agrees to maintain a dumpster in the rear of the building in the public alley and to contract with a commercial trash hauler for pickup at least twice per week. Applicant shall take whatever actions necessary to ensure that its dumpster does not overflow, including, but not limited to, scheduling additional

trash pickups, if necessary. Applicant agrees to maintain such dumpster in a locked and completely closed position, and to ensure all trash is placed inside the dumpster. Trash and recyclable material shall not be deposited into the outside dumpster or other exterior holding facilities between the hours of 11:00 p.m. and 8:30 a.m. Applicant shall require its trash and recycling contractors to pick up trash and materials, and schedule its deliveries, after 9:00 a.m. and before 2:00 pm. Applicant shall also police the public alley and sidewalk (up to and including the curb) three times daily for refuse and other materials and maintain a clean, tidy and professional presence in these areas. Applicant shall not install exterior public pay telephones.

10. Sidewalk Café. 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 approved by the Public Space Committee, after the opportunity for notice and comment by the Community, but in no event shall capacity exceed one patron per 15 square feet. Applicant may not expand the capacity of the sidewalk café without amendment of this Agreement. Applicant shall direct that its employees inspect the sidewalk café and police it reasonably to ensure its cleanliness. There will be no music of any kind at the sidewalk café. The current design of the restaurant provides for an open door to the sidewalk café; if the level of music from the interior is audible to adjoining residential occupants, Applicant agrees either to lower the volume or revise the design of the doors onto the sidewalk cafe to curtail the music. The sidewalk café shall close no later than 11:00 pm on Monday through Thursday, Midnight on Friday and Saturday and 10:00 pm on Sunday; Applicant will close the outdoor café whenever there is a special event. Applicant shall remove all tables and chairs from the outdoor café before closing.

Applicant shall not maintain a "summer garden" on any portion of the premises or on any portion of property abutting or within near proximity to the premises.

11. Noise and Privacy. Applicant shall make architectural improvements to the property and take all necessary actions to ensure that music, noise and vibrations from the establishment are not audible from within the adjacent residential properties. Applicant will also take all necessary steps to ensure that the music, noise, and vibrations are not disruptive to the adjacent residential property occupants' reasonable use of outdoor areas of their property. Should any sound, noise, or music be heard in any premises other than the licensed establishment, Applicant will take immediate remedial action. If necessary, Applicant will take reasonable steps to reduce noise emanating from the establishment from the opening of the entry and exit doors.

12. Dancing, Music and Entertainment. Applicant shall not offer, create facilities for, or otherwise encourage or permit dancing by patrons or employees. Applicant may have recorded music. Applicant shall keep all recorded music at a level that is inaudible, and free of any vibrations detectible from, outside the establishment.

13. Disk Jockey. Applicant has informed the Community that it wishes to have a Disk Jockey ("DJ") for the purpose of being able to set musical themes consistent with changing displays of art work on the premises. The use of the DJ is intended simply to help create ambiance at the premises. The use of the DJ will cease promptly each evening at the same time that the kitchen closes for food service. Applicant agrees that it will discontinue the use of a DJ not later than six months after the opening date of the restaurant, but the parties will meet after three months to assess whether the use of a DJ has unduly disturbed adjoining residential occupants. If the parties agree, the six months limitation will be removed, with the understanding that if problems subsequently arise the parties will meet and negotiate in good

faith to agree on whether the DJ will be discontinued or other conditions placed on Applicant's use of the DJ. The parties shall use the procedures of paragraph 19(b) in such reviews and negotiations.

14. Rats and Vermin Control. The Applicant shall provide rat and vermin control surrounding the dumpster area by providing outside traps and baiting. Applicant shall enter into a pest control contract with a licensed pest control company containing provisions commercially reasonable terms and reasonably agreeable to the Community. Applicant shall provide proof of its rat and vermin control contract upon request of the Community.

15. Security. Applicant shall designate one employee to control unruly patrons, whether inside or in the immediate outside area. Further, this employee, aided by signage at the entrance, will instruct patrons that they are within a residential neighborhood and ask them upon leaving to leave quietly.

16. 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, N.W., Washington, D.C. 20005, and LCCA Meetings, which occur on the second Wednesday of each month at 7:00 p.m. at the Washington Plaza Hotel. Applicant, upon notice from the ANC or LCCA shall send a representative of the establishment to a meeting(s) of the respective organization to discuss and find reasonable ways to resolve any problems associated with its operations.

17. License Ownership. Applicant agrees to abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license. Applicant also agrees to be the sole owner of the ABC license and agrees not to transfer or sell to any other

entity before obtaining approval from the ABC Board. Applicant agrees to notify any prospective transferee, assignee or contractee of the existence of this Agreement and to provide them with a copy.

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

19. Informal Dispute Resolution.

a. Generally. In the case the Community has a concern regarding the operation of the business, they shall first contact the Applicant's Manager prior to involving the ANC, District of Columbia agencies or officials, or law enforcement agencies, or instituting proceedings under this Agreement. Applicant shall also encourage any other individual not party to the Agreement to also contact the Applicant's manager as indicated above.

b. Review Procedures. Where this Agreement provides for or permits specific reviews, the parties will meet and negotiate in good faith over the matters under review. If the parties cannot agree, they may engage a mediator to assist in the negotiations.

20. Notices and Enforcement Before ABC Board. In the event of a violation of the provisions of this Voluntary Agreement, Applicant shall be notified in writing by the person alleging such 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, unless the violation be of such a nature that more immediate action is required, in which case, the period for opportunity to cure shall be reduced to a reasonable time commensurate with the violation (such 30-day or shorter period is hereinafter referred to as the "cure period"). A material violation of this Agreement or its ABC license by Applicant, which has not been cured within the cure period, shall constitute cause for seeking a Show Cause Order from the ABC

Board. Any notices required to be made under this Agreement shall be in writing and mailed by certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement.

21. Notice. Notice under this Agreement shall be in writing, and may be given by mail or by hand delivery. Mail notice shall be deemed effective as of three days after mailing and hand delivery upon actual delivery. Notices may be addressed:

If to Applicant, to:

Giorgio Furioso  
Viridian Restaurant  
1515 Fourteenth Street  
Washington, D.C. 20005  
furioso@erols.com

If to ANC 2F, to:

Advisory Neighborhood Commission 2F  
P.O. Box 9348 – Mid-City Station  
Washington, D.C. 20005  
anc2f@starpower.net

With a copy to:

Chairman ANC2F at the address indicated for the then incumbent as posted on the website, [www.anc2f.org](http://www.anc2f.org)

If to LCCA, to:

Logan Circle Community Association  
Attn: President  
Mid City Station – P.O. Box 12007  
Washington, D.C. 20005

If to Other Community Parties, to the addresses indicated on the signature page.

Applicant and other signatories may change the notice address listed above by written notice to the other signatories 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.

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

23. Other Parties. If any party executing this Agreement as an Other Community Party ceases to occupy the premises at the address indicated below his or her signature or retain an ownership interest in such premises, all rights and obligations of such party under this Agreement shall terminate.

[Signature Pages Follow]

**APPLICANT:**

P and C LLC, trading as Viridian

By: \_\_\_\_\_  
Giorgio Furioso, Managing Member

**THE COMMUNITY:**

Advisory Neighborhood Commission 2F

By: \_\_\_\_\_  
Charles Reed, Chairman

Logan Circle Community Association

By: \_\_\_\_\_  
Frank Mobilio, President

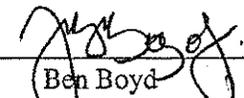
**Other Community Parties**

\_\_\_\_\_  
Name: Ashley Deeks  
Address: 1508 Kingman Place, NW  
Washington, DC 20009

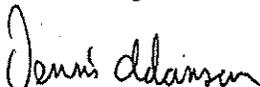
  
\_\_\_\_\_  
Name: Joseph Wnuk  
Address: 1514 Kingman Place, NW  
Washington, DC 20009

\_\_\_\_\_  
Name: Michael Flowers  
Address: 1508 Kingman Place, NW  
Washington, DC 20009

  
\_\_\_\_\_  
Name: Alejandro A. Oporto  
Address: 1514 Kingman Place, NW  
Washington, DC 20009

  
\_\_\_\_\_  
Name: Ben Boyd  
Address: 1512 Kingman Place, NW  
Washington, DC 20009

\_\_\_\_\_  
Name: Genni Sasnett  
Address: 1516 Kingman Place, NW  
Washington, DC 20009

  
\_\_\_\_\_  
Name: Dennis Adamson  
Address: 1512 Kingman Place, NW  
Washington, DC 20009

\_\_\_\_\_  
Name: Tom Wilds  
Address: 1516 Kingman Place, NW  
Washington, DC 20009

**APPLICANT:**

P and C LLC, trading as Viridian

By: \_\_\_\_\_  
Giorgio Furioso, Managing Member

**THE COMMUNITY:**

Advisory Neighborhood Commission 2F

By: Charles D. Reed  
Charles Reed, Chairman

Logan Circle Community Association

By: Frank Mobilio  
Frank Mobilio, President

Other Community Parties

Ashley Deeks  
Name: Ashley Deeks  
Address: 1508 Kingman Place, NW  
Washington, DC 20005

*AND/NOT*

Michael Flowers  
Name: Michael Flowers  
Address: 1508 Kingman Place, NW  
Washington, DC 20005

*AND/NOT*

Name: Ben Boyd  
Address: 1512 Kingman Place, NW  
Washington, DC 20009

Name: Joseph Wnuk  
Address: 1514 Kingman Place, NW  
Washington, DC 20009

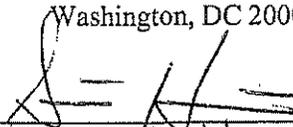
Name: Alejandro A. Oporto  
Address: 1514 Kingman Place, NW  
Washington, DC 20009

Name: Genni Sasnett  
Address: 1516 Kingman Place, NW  
Washington, DC 20009

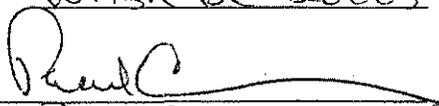
Name: Dennis Adamson  
Address: 1512 Kingman Place, NW  
Washington, DC 20009

Name: Tom Wilds  
Address: 1516 Kingman Place, NW  
Washington, DC 20009

Name: Ingrid Schroeder  
Address: 1518 Kingman Place, NW  
Washington, DC 20009



Name: Steve Hunter  
Address: 1534 Kingman Pl. NW  
WASH DC 20005



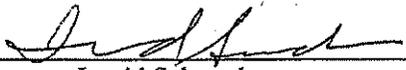
Name: Paul Casarez  
Address: 1534 Kingman Pl NW  
WASH DC 20005

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Name: Ingrid Schroeder  
Address: 1518 Kingman Place, NW  
Washington, DC 20009

*Charles D Medlin*  
Name: CHARLES D MEDLIN  
Address: 1510 KINGMAN PK NW  
WASHINGTON DC 20005  
3709

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

  
Name: Ingrid Schroeder  
Address: 1518 Kingman Place, NW  
Washington, DC 20009

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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By: \_\_\_\_\_  
Frank Mobilio, President

Other Community Parties

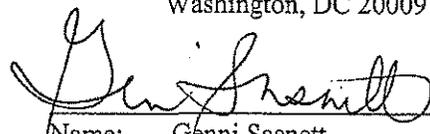
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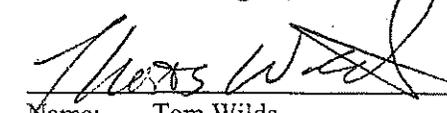
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Name: Alejandro A. Oporto  
Address: 1514 Kingman Place, NW  
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