

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

In the Matter of:	)	
	)	
Fasil Ethiopian Restaurant, LLC	)	
t/a Uptown Ethiopian Fusion Cuisine	)	
	)	
Application for Renewal of a	)	Case No.: 16-PRO-00027
Retailer's Class CR License	)	License No.: ABRA-081849
	)	Order No.: 2016-417
at premises	)	
1608 7 <sup>th</sup> Street, N.W.	)	
Washington, D.C. 20001	)	

Fasil Ethiopian Restaurant, LLC, t/a Uptown Ethiopian Fusion Cuisine (Applicant)  
Alexander M. Padro, Commissioner, Advisory Neighborhood Commission (ANC) 6E

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

**ORDER ON SECOND AMENDMENT TO SETTLEMENT AGREEMENT AND  
WITHDRAWAL OF ANC 6E'S PROTEST**

The Application filed by Fasil Ethiopian Restaurant, LLC, t/a Uptown Ethiopian Fusion Cuisine (Applicant), for renewal of its Retailer's Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on May 16, 2016, and a Protest Status Hearing on June 15, 2016, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Alcoholic Beverage Control Board (Board) reflect that The Applicant and ANC 6E have entered into a Settlement Agreement (Agreement), dated June 5, 2009, and an Amendment to Settlement Agreement (Amendment), dated June 2, 2010, that governs the operation of the Licensee's establishment.

This matter comes now before the Board to consider the Parties' a Second Amendment to Settlement Agreement (Second Amendment), dated June 6, 2016, in accordance with D.C. Official Code § 25-446 (2001).

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Commissioner Alexander M. Padro, on behalf of ANC 6B, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 6E of this Application.

Accordingly, it is this 29th day of June, 2016, **ORDERED** that:

1. The Application filed by Fasil Ethiopian Restaurant, LLC, t/a Uptown Ethiopian Fusion Cuisine, for renewal of its Retailer's Class CR License, located at 1608 7<sup>th</sup> Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 6E in this matter is hereby **WITHDRAWN**;
3. The above-referenced Second Amendment to 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:

Under Reducing Negative Impacts on Neighborhood Section – The term “sway” shall be replaced with the term “away.”

Under Reducing Negative Impacts on Neighborhood Section – The tenth bullet point shall be modified to read as follows: “The sound levels on the controls of the Establishment's sound systems on both the first and second floors shall not exceed a level of intensity that could be heard emanating from the Establishment, at any time, audible from the sidewalk in front of the Establishment or anywhere outside the building. Licensee shall comply with section 25-725 of Title 25 of the DC Code.”

Under the Loitering and Criminal Activity Section – In the third bullet point, the phrase “and Protestant” shall be removed.

The parties have agreed to these modifications.

4. Copies of this Order shall be sent to the Applicant and ANC 6E.

District of Columbia  
Alcoholic Beverage Control Board

---

Donovan Anderson, Chairperson



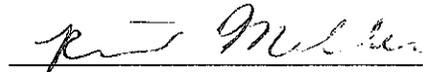
---

Nick Alberti, Member



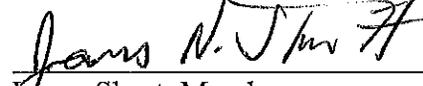
---

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 14<sup>th</sup> 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).

**Amendment to Settlement Agreement between ANC 6E  
and  
Fasil Ethiopian Restaurant LLC  
t/a  
Uptown Ethiopian Fusion Cuisine**

This Amendment to the Settlement Agreement ("Agreement") is entered into this 6th day of June, 2016, by and between Fasil Ethiopian Restaurant LLC t/a Uptown Ethiopian Fusion Cuisine ("Licensee"), and Advisory Neighborhood Commission 6E ("Protestant").

**Preamble**

Through this Agreement, both parties aim to create an environment whereby the Licensee may operate as a viable contributing business to the ANC 6E community, while concurrently curtailing any adverse effects the Licensee could have on the surrounding neighborhood. This Agreement applies to the Licensee's Class "CR" license with an Entertainment Endorsement, which permits a DJ.

The Applicant agrees to collaborate with the ANC, neighborhood associations, and residents to ensure the business' operations do not adversely affect the surrounding neighborhood. All parties believe the statements and provisions contained herein are reasonable and must be wholly integrated into the day-to-day operations of the business establishment.

**Witnessed**

**Whereas**, Licensee's premises are within the boundaries of ANC 6E; and

**Whereas**, the parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board approve the amendments to the current settlement agreement.

**Whereas**, the parties wish to state their mutual intent and commitment to promote the success, peace, order, and quiet of the community; both parties recognize the importance of commercial districts (and limited commercial operations within residential districts) and their adjacent neighborhoods so that they are safe and clean.

**NOW, THEREFORE**, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the Parties Agree As Follows:

• **Recitals Incorporated.**

The recitals set forth above are incorporated herein by reference.

• **Reducing Negative Impacts on Neighborhood**

- In addition to the requirements of this Agreement, Licensee will operate in compliance with all applicable laws and regulations.

- Applicant agrees to place signage inside the establishment asking customers to exit the establishment in a quiet and orderly manner. Said signage shall bear the following language: "QUIET, PLEASE! This is a residential neighborhood. Please be mindful of our neighbors who are sleeping as you exit at night." In addition, Licensee will make announcements at last call and prior to closing stating the same on both the first and second floors of the establishment.
  - Licensee shall cease all forms of entertainment 15 minutes prior to closing every night. On Sunday-Thursday, entertainment shall cease at 1:45 am and on Friday-Saturday, entertainment will cease at 2:45 am.
  - Licensee shall clean up the sidewalk outside the entrance to the establishment at closing time on a daily basis and remove all trash and debris.
  - Licensee shall not allow the entrance door and doors to each floor connecting the entrance hallway and staircase to remain open when entertainment is being offered.
  - Licensee shall ensure that the door to the second floor balcony on the south side of the building remains closed at all times and that no staff or customers are allowed on the balcony at any time. The balcony shall not be used as a smoking area at any time.
  - The rear entrance door shall remain closed during hours of operation. Neither staff nor customers shall smoke at or near the alley entrance to the establishment at any time.
  - All windows on the alley side of the establishment's building shall remain closed during hours of operation.
  - Audio equipment, including speakers of all types, shall not be placed near the front windows and doors of the establishment. Speakers on the first floor of the establishment shall be oriented so that sound is directed away from the front windows and doors.
  - The sound levels on the controls of the establishment's sound systems on both the first and second floors shall not exceed "10" at any time in order to ensure that sound generated by entertainment cannot be heard from the sidewalk outside of the entrance to the establishment.
  - Licensee shall not dump kitchen refuse, grey water, or grease into alley. Kitchen ventilation system shall be cleaned in a manner that does not splatter any grease or water onto neighboring properties.
- **Sales of Alcohol**
    - Licensee shall not deliver alcohol to any intoxicated person, or to any person of intemperate habits, and/or to any person who appears to be intoxicated. A person of intemperate habits shall be defined as any person arrested or cited for alcohol-related offenses by the District of Columbia Metropolitan Police Department (MPD) for any alcohol-related crime three times or more in any one year and who has been so identified by the MPD by giving a photo and name to the licensee.
    - Licensee shall not sell or deliver alcoholic beverages to any person or persons under the age of 21, and will prominently display the fact that such sales are prohibited and that patrons must produce valid proof of age. These specific sales restrictions shall be posted on signs in the establishment.

• **Loitering and Criminal Activity**

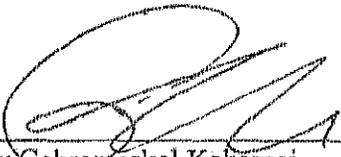
- Licensee agrees to ask loiterer(s) to be quiet at night or move on whenever they are observed outside the establishment or upon a patron's complaint about such loiterers;
- Licensee shall contact MPD:
  - If noisy nighttime loiterer(s) refuse(s) Licensee's request to move on within ten minutes of the request, or
  - Within ten minutes of patron complaint if Licensee is unable to ask the loiterer(s) to disperse directly;
  - If illegal activity is observed.
- Licensee shall keep a written record of dates and times (i.e. a log) when the MPD has been called for assistance. Applicant's log shall be provided to ABRA and Protestant upon request.
- Licensee shall coordinate with property owner to maintain adequate and functional security lighting at the front and rear of the establishment's building to discourage criminal activity at or within the immediate environs of the premises during business hours.

• **Cooperation with Community and ANC**

- Applicant is encouraged to attend Single Member District (SMD) meetings and Police Service Area (PSA) meetings, if held, to the best of their ability. Protestant agrees to notify Licensee of such meetings, if held, to the best of their ability via newsletters and e-mail list subscriptions.

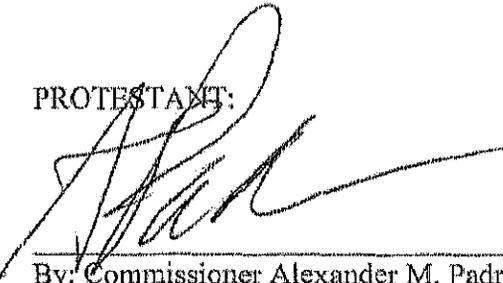
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date noted above.

LICENSEE:

  
\_\_\_\_\_  
By Gebremeskel Kahassai  
for Fasil Ethiopian Restaurant, LLC  
t/a Uptown Ethiopian Fusion Cuisine

Date: 08/08/2018

PROTESTANT:

  
\_\_\_\_\_  
By Commissioner Alexander M. Padro  
For Advisory Neighborhood Commission 6E

Date: 08/08/16

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

In the Matter of:	)	
	)	
Fasil Ethiopian Restaurant, LLC	)	
t/a Uptown Ethiopian Fusion Cuisine	)	
	)	
Application for Renewal of a	)	Case No.: 16-PRO-00027
Retailer's Class CR License	)	License No.: ABRA-081849
	)	Order No.: 2016-457
at premises	)	
1608 7 <sup>th</sup> Street, N.W.	)	
Washington, D.C. 20001	)	

Fasil Ethiopian Restaurant, LLC, t/a Uptown Ethiopian Fusion Cuisine (Applicant)

Farid Salih, on behalf of Capital Comfort Hostel

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

**ORDER ON SETTLEMENT AGREEMENT AND  
WITHDRAWAL OF PROTEST**

The Application filed by Fasil Ethiopian Restaurant, LLC, t/a Uptown Ethiopian Fusion Cuisine (Applicant), for renewal of its Retailer's Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on May 16, 2016, and a Protest Status Hearing on June 15, 2016, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Alcoholic Beverage Control Board (Board) reflect that The Applicant and Capital Comfort Hostel have entered into a Settlement Agreement (Agreement), dated May 16, 2016, setting forth the terms and conditions that govern the operation of the Applicant's establishment.

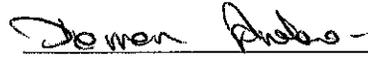
The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Farid Salih, on behalf of Capital Comfort Hostel, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by Capital Comfort Hostel of this Application.

Accordingly, it is this 20th day of July, 2016, **ORDERED** that:

1. The Application filed by Fasil Ethiopian Restaurant, LLC, t/a Uptown Ethiopian Fusion Cuisine, for renewal of its Retailer's Class CR License, located at 1608 7<sup>th</sup> Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of Capital Comfort Hostel 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; and
4. Copies of this Order shall be sent to the Applicant and Farid Salih, on behalf of Capital Comfort Hostel.

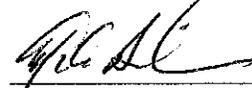
District of Columbia  
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson



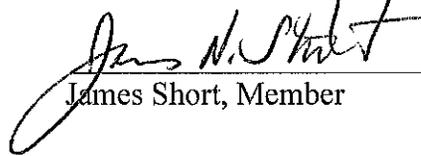
Nick Alberti, Member



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 14<sup>th</sup> 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 Amendment between Capital Comfort Hostel  
and  
Fasil Ethiopian Restaurant LLC  
T/A  
Uptown Ethiopian Cuisine**

This Amendment to the Settlement Agreement ("Agreement") entered into this 16th day of May, 2016, by and between ("Applicant"), and Advisory Neighborhood Commission 6E which is the ("Protestant(s)");

**Preamble**

Through this agreement, both parties aim to create an environment whereby the applicant may operate as a viable contributing business to the community, while concurrently curtailing any adverse effect a business such as the Applicant's could have on the surrounding neighborhood. This agreement applies to an Class "CR" with an Entertainment Endorsement, which permits a DJ.

The Applicant agrees to collaborate with the Capital Comfort Hostel and residents to ensure the business operations do not adversely affect the surrounding neighborhood. All parties believe the statements and provisions contained herein are reasonable and must be wholly integrated into the day-to-day operations of the business establishment.

**Witnessed**

Whereas, the parties have agreed to enter into this Agreement and request that the Alcohol Beverage Control Board approve the amendments to the current settlement agreement.

Whereas, the parties wish to state their mutual intent and commitment to promote the success, peace, order, and quiet of the community; both parties recognize the importance of commercial districts (and limited commercial operations within the residential districts) and their adjacent neighborhoods such that they are safe and clean.

**NOW, THEREFORE**, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the Parties Agree As Follows:

• **Recitals Incorporated.**

The recitals set forth above are incorporated herein by reference.

• **Compliance with Law**

- In addition to the requirements of this agreement, Applicant will operate in compliance with all applicable laws and regulations.
- Applicant agrees to place signage inside the establishment "Asking customers to exit the establishment in a quiet and orderly manner". In addition, Applicant will make an announcement prior to closing stating the same.

- Applicant will cease all forms of entertainment, 15 minutes prior to closing on all night. Sunday - Thursday, entertainment will cease at 1:45am and Friday - Saturday, entertainment will cease at 2:45am.
- Applicant will clean up the outside at closing of all trash and debris.
- Applicant will not have its doors open when entertainment is being performed.
- Applicant will not allow its employees or customers to use the patio area for smoking.
- Applicant shall remain in compliance with section 25-725 of the DC Code. Noise from licensed premises

• **Hours of Operation for Sales of Alcohol**

- Applicant shall not deliver alcohol to any intoxicated person, or to any person of intemperate habits, and/or to any person who appears to be intoxicated. A person of intemperate habits shall be defined as any person arrested or cited for alcohol-related offenses by the District of Columbia (DC) Metropolitan Police Department (MPD) for any alcohol-related crime three times or more in any one year and who has been so identified by the MPD by giving a photo and name to the licensee.
- Applicant shall not sell or deliver alcoholic beverages to any person or persons under the age of 21, and will prominently display the fact that such sales are prohibited and that patrons must produce valid proof of age. These specific sales restrictions shall be posted on signs in the establishment.

• **Loitering and Other Criminal Activity**

- Applicant agrees to ask loiterer(s) to move on whenever they are observed outside the establishment or upon a patron's complaint of such loiterers;
- Coordinating with the DC MPD to monitor and remove loiterer(s):
  - If loiterer(s) refuse(s) Applicant's request to move on within ten minutes of the request, or
  - Within ten minutes of patron complaint if Applicant is unable to ask the loiterer(s) to disperse directly;
- Calling the MPD if illegal activity is observed;
- Keeping a written record of dates and times (i.e. a log) when the MPD has been called for assistance. Applicant's log upon request shall be provided to ABRA.
- Coordinate with property owner to maintain adequate and functional security lighting on building to discourage criminal activity on or within the immediate environs of the premises during business hours.

**To Minimize the constant vibrations from the blare of the music floor thumping from the dancing because of overcapacity.**

**Not to allow Uptown customers to sit in our building window to smoke Cigarette at ANY TIME and ANY DAY**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first amended and noted above.

	<b>APPLICANT:</b> By: <u>Sinat Sisay</u> Date: <u>6.11.16</u>
<b>WITNESS:</b> <u>Shanika Brown</u>   Date: <u>6/11/2016</u>	Capital Comfort Hostel By: <u>[Signature]</u> Capital Comfort Hostel <u>6/11/16</u>

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

_____ )	
<b>In the Matter of:</b> )	
)	
Fasil Ethiopian Restaurant, LLC )	
t/a Uptown Ethiopian Fusion Cuisine )	
(aka Fasil Ehtiopian Restaurant) )	
)	
Holder of a )	License No. ABRA-081849
Retailer's Class CR License )	Order No. 2012-523
)	
at premises )	
1608 7 <sup>th</sup> Street, N.W. )	
Washington, D.C. 20001 )	
_____ )	

Fasil Ethiopian Restaurant, LLC, t/a Uptown Ethiopian Fusion Cuisine (Licensee)

Alexander M. Padro, Commissioner, on behalf of Advisory Neighborhood Commission (ANC) 2C

**BEFORE:** Ruthanne Miller, Chairperson  
Nick Alberti, Member  
Donald Brooks, Member  
Mike Silverstein, Member  
Herman Jones, Member

**ORDER ON AMENDMENT TO VOLUNTARY AGREEMENT**

The official records of the Alcoholic Beverage Control Board (Board) reflect that Fasil Ethiopian Restaurant, LLC, t/a Uptown Ethiopian Fusion Cuisine, (Licensee), and ANC 2C entered into a Voluntary Agreement (Agreement), signed on June 5, 2009, that governs the operation of the Licensee's establishment. This matter comes now before the Board to consider the Parties' Amendment to Voluntary Agreement (Amendment), signed on June 2, 2010, in accordance with D.C. Official Code § 25-446 (2001).

The Amendment has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Commissioner Alexander M. Padro, on behalf of ANC 2C, are signatories to the Amendment.

**Fasil Ethiopian Restaurant, LLC**  
**t/a Uptown Ethiopian Fusion Cuisine**  
**License No. ABRA-081849**  
**Page 2**

Accordingly, it is this 12th day of December, 2012, **ORDERED** that:

1. The above-referenced Amendment to Voluntary Agreement, signed on June 2, 2010, submitted by the Licensee and ANC 2C to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
2. Copies of this Order shall be sent to the Licensee and ANC 2C.

**Fasil Ethiopian Restaurant, LLC**  
**t/a Uptown Ethiopian Fusion Cuisine**  
**License No. ABRA-081849**  
**Page 3**

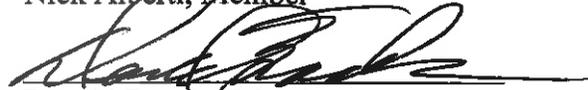
District of Columbia  
Alcoholic Beverage Control Board



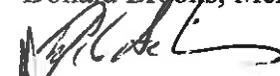
Ruthanne Miller, Chairperson



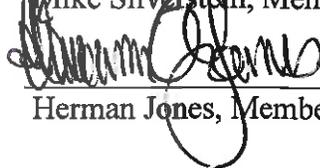
Nick Alberti, Member



Donald Brooks, Member



Mike Silverstein, Member



Herman Jones, 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 14<sup>th</sup> Street, N.W., Suite 400S, Washington, D.C. 20009.

AMENDED VOLUNTARY AGREEMENT BETWEEN  
FASIL ETHIOPIAN RESTAURANT AND  
ADVISORY NEIGHBORHOOD COMMISSION 2C

2012 NOV 19 12:42

This Agreement between Fasil Ethiopian Restaurant, LLC, hereinafter referred to as the "Licensee," and Advisory Neighborhood Commission 2C, hereinafter referred to as the "Commission," establishes the conditions under which the Commission shall support the renewal of a Retail Class "C" Restaurant ABC License, No. ABRA-081849, for the Licensee's establishment located at 1608 7th Street, NW, Washington, DC 20001.

In recognition of certain construction activities that have been completed at the establishment, specifically the addition of a second door inside the entrance to reduce the amount of noise heard on the street when patrons enter and exit the establishment while live entertainment is performed, and the addition of soundproofing between the drop ceiling and the ceiling of the establishment to reduce sound transmission to the building's upper floors, the Commission agrees to amend the existing voluntary agreement, so that the agreement attached to the renewed license is as follows:

- 1) The live music played at the establishment may be amplified. This is a change from the previous prohibition against amplified music at the establishment.
- 2) Entertainment days and hours shall be Sunday through Thursday, 9:00 PM to 2:00 AM, Friday, 9:00 PM to 3:00 AM, and Saturday, 9:00 PM to 3:00 AM. This is an expansion of the previous days and hours for entertainment at the establishment.
- 3) While dancing by performers may be part of the cultural entertainment offered, the establishment's customers will not be allowed to dance. The restriction on dancing shall remain on the Licensee's ABC license. This is a continuation of the restriction on patron dancing at the establishment.
- 4) The establishment's employees will not be allowed to take smoking breaks outside the rear entrance to the establishment after 10:00 PM. This is a continuation of an existing voluntary agreement provision.
- 5) The establishment shall not dispose of bottles and cans, recyclable or otherwise, in exterior dumpsters after 10:00 PM. This is a continuation of an existing voluntary agreement provision.
- 6) The Licensee will make all reasonable efforts to encourage customers and staff to be quiet when smoking on the sidewalk in front of the establishment after 10:00 PM and when leaving the establishment after 10:00 PM. This is an expansion of an existing voluntary agreement provision.
- 7) The Licensee shall also provide a receptacle for customers and staff to use for disposal of ashes and cigarette butts at the entrance to the establishment, and will clear the sidewalk in front of the establishment of cigarette butts and other litter on a daily basis. This is a continuation of an existing voluntary agreement provision.

In consideration of the conditions listed above, Advisory Neighborhood Commission 2C shall support the renewal of the Licensee's Retail Class "C" Restaurant ABC License, pursuant to a 9-0 vote to approve this Agreement at the Commission's duly-noticed meeting on June 2, 2010, with a quorum present.

Sisay Tassew  
Sisay Tassew  
for Fasil Ethiopian Restaurant, LLC  
Date: 06-2-2010

A. Padro  
Commissioner Alexander M. Padro  
for ANC 2C01  
Date: 06/02/10

  
Commissioner Kevin L. Chapple  
for ANC 2C02  
Date: 6-2-10

  
Commissioner Doris Brooks  
for ANC 2C03  
Date: 6-2-10

  
Commissioner Theresa Sule  
for ANC 2C04  
Date: 6/2/10

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

<b>In the Matter of:</b>	)	
	)	
Fasil Ethiopian Restaurant, LLC,	)	
t/a Fasil Ethiopian Restaurant	)	
Application for Retailer's	)	
Class CR License	)	License No. 81849
	)	Order No. 2009-147
at premises	)	
1608 7 <sup>th</sup> Street, N.W.	)	
Washington, D.C. 20001	)	
_____	)	

Fasil Ethiopian Restaurant, LLC, t/a Fasil Ethiopian Restaurant

Alexander Padro, Commissioner, Advisory Neighborhood Commission (ANC) 2C01

**BEFORE:** Peter B. Feather, Chairperson  
Mital M. Gandhi, Member  
Nick Alberti, Member  
Charles Brodsky, Member  
Donald Brooks, Member  
Herman Jones, Member

**ORDER ON VOLUNTARY AGREEMENT**

The official records of the Alcoholic Control Board (Board) reflect that Fasil Ethiopian Restaurant, LLC, t/a Fasil Ethiopian Restaurant, Applicant for of a Retailer's Class CR license located at 1608 7<sup>th</sup> Street, N.W., Washington D.C., and Advisory Neighborhood Commission 2C (the Parties) have entered into a Voluntary Agreement (Agreement) dated June 5, 2009, setting forth the terms and conditions that govern 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 Commissioner Padro are signatories to the Agreement.

**Fasil Ethiopian Restaurant, LLC  
t/a Fasil Ethiopian Restaurant  
License No. 81849  
Page Two**

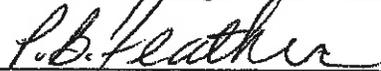
Accordingly, it is this 17<sup>th</sup> day of June 2009, **ORDERED** that:

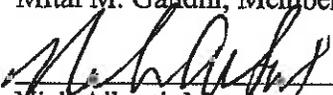
1. The Application filed by Fasil Ethiopian Restaurant, LLC, t/a Fasil Ethiopian Restaurant for a Retailer's Class CR license located at 1608 7<sup>th</sup> Street, N.W., Washington, D.C., is **GRANTED**,

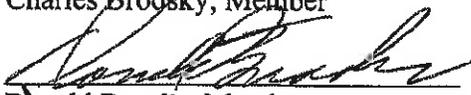
2. This above-referenced Voluntary Agreement submitted by the Parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and

4. Copies of this Order shall be sent to the Applicant and ANC 2C.

District of Columbia  
Alcoholic Beverage Control Board

  
Peter B. Feather, Chairperson

Mital M. Gandhi, Member  
  
Nick Alberti, Member

Charles Brodsky, Member  
  
Donald Brooks, Member  
  
Herman Jones, 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 BETWEEN  
FASIL ETHIOPIAN RESTAURANT AND  
ADVISORY NEIGHBORHOOD COMMISSION 2C**

This Agreement between Fasil Ethiopian Restaurant, LLC, hereinafter referred to as the "Applicant," and Advisory Neighborhood Commission 2C, hereinafter referred to as the "Commission," establishes the conditions under which the Commission shall support the issuance of a Retail Class "C" Restaurant ABC License, No. ABRA-081849, and a Stipulated License for the Applicant's establishment located at 1608 7th Street, NW, Washington, DC 20001.

In order to address concerns raised by neighborhood residents regarding potential noise impacts, the Applicant agrees to modify its ABC Application as follows:

- 1) The live music played at the establishment will not be amplified. This condition shall be added to the Applicant's ABC license application.
- 2) Entertainment days and hours shall be Thursday, 9:00 PM to 2:00 AM, Friday, 9:00 PM to 3:00 AM, and Saturday, 9:00 PM to 3:00 AM, only. There shall be no entertainment on the other nights of the week. These changes shall be made to the Applicant's ABC license application.
- 3) While dancing by performers may be part of the cultural entertainment offered, the establishment's customers will not be allowed to dance. The request to allow dancing will be stricken from the Applicant's ABC license application.

In addition, the Applicant agrees to the following measures to prevent noise impacts on neighborhood residents:

- 1) The establishment's employees will not be allowed to take smoking breaks outside the rear entrance to the establishment after 10:00 PM.
- 2) The establishment shall not dispose of bottles and cans, recyclable or otherwise, in exterior dumpsters after 10:00 PM.
- 3) The Applicant will make all reasonable efforts to encourage customers and staff to be quiet when smoking on the sidewalk in front of the establishment after 10:00 PM.

The Applicant shall also provide a receptacle for customers and staff to use for disposal of ashes and cigarette butts at the entrance to the establishment, and will clear the sidewalk in front of the establishment of cigarette butts and other litter on a daily basis.

In consideration of the conditions listed above, Advisory Neighborhood Commission 2C shall support the issuance of a stipulated and permanent Retail Class "C" Restaurant ABC License to the Applicant, pursuant to a 4-0 vote to approve this Agreement at the Commission's duly-noticed meeting on June 3, 2009, with a quorum present.

 SISAY TASSEW

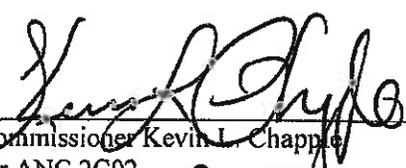
Sisay Tassew  
for Fasil Ethiopian Restaurant, LLC

Date: 06/05/09



Commissioner Alexander M. Padro  
for ANC 2C01

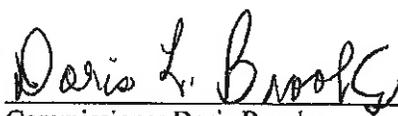
Date: 06/05/09

  
Commissioner Kevin L. Chapple

for ANC 2C02

Date:

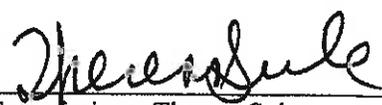
6-8-09

  
Commissioner Doris Brooks

for ANC 2C03

Date:

6-8-09

  
Commissioner Theresa Sule

for ANC 2C04

Date:

6/9/09