

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

_____)
In the Matter of:)
)
A.C. Adams, LLC)
t/a Mintwood Place)
)
Applicant for a Transfer to a New)
Location with Substantial Changes to a) License No. ABRA-085865
Retailer's Class CR License) Order No. 2010-566
at premises)
1813 Columbia Road, N.W.)
Washington, D.C. 20009)
_____)

A.C. Adams, LLC, t/a Mintwood Place ("Applicant")

Bryan Weaver, Chairperson, Advisory Neighborhood Commission (ANC) 1C

Denis James, President, Kalorama Citizens Association (KCA)

BEFORE: Charles Brodsky, Chairperson
Mital M. Gandhi, Member
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Calvin Nophlin, Member
Mike Silverstein, Member

ORDER ON VOLUNTARY AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that A.C. Adams, LLC, t/a Mintwood Place, Applicant for a transfer to a new location with substantial changes of a Retailer's Class CR License located 1813 Columbia Road, N.W., Washington, D.C.; Bryan Weaver, on behalf of ANC 1C; and Denis James, on behalf of KCA, have entered into a Voluntary Agreement (Agreement), dated November 3, 2010, that govern the operation of the Applicant's establishment.

A.C. Adams, LLC
t/a Mintwood Place
License No. ABRA-085865
Page 2

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant; Bryan Weaver, on behalf of ANC 1C; and Denis James, on behalf of KCA, are signatories to the Agreement.

Accordingly, it is this 17th day of November 2010, **ORDERED** that:

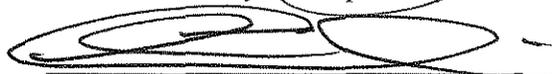
1. The Application filed by A.C. Adams, LLC, t/a Mintwood Place, for a transfer to a new location with substantial changes of a Retailer's Class CR License located at 1813 Columbia Road, N.W., Washington, D.C., is **GRANTED**;
2. The above-referenced Voluntary Agreement submitted by the Parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
3. Copies of this Order shall be sent to the Applicant, ANC 1C, and KCA.

A.C. Adams, LLC
t/a Mintwood Place
License No. ABRA-085865
Page 3

District of Columbia
Alcoholic Beverage Control Board



Charles Brodsky, Chairperson



Mital M. Gandhi, Member



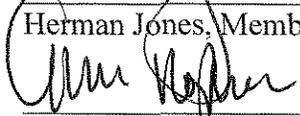
Nick Alberti, Member



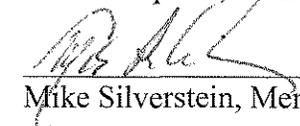
Donald Brooks, Member



Herman Jones, Member



Calvin Nophlin, Member



Mike Silverstein, 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, 1250 U Street, N.W., Third Floor, Washington, DC 20009.

**COOPERATIVE AGREEMENT CONCERNING TRANSFER AND SUBSTANTIAL
CHANGE OF ABC LICENSE FOR SALE OF ALCOHOLIC BEVERAGES**

AGREEMENT, made and entered into this 3rd day of November, 2010, by and between A.C. Adams LLC, trading as Mintwood Place (hereinafter the "Applicant"), Advisory Neighborhood Commission 1C (hereinafter "ANC 1C") and the Kalorama Citizens Association (hereinafter the "KCA"). A.C. Adams LLC, ANC 1C, and the KCA comprise the "Parties".

Whereas, Applicant has filed an Application with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board") to transfer ownership of a Class DR-01 License (No. 75887) to a new location at 1813 Columbia Road, N.W., Washington DC 20009, and for a change of class from a DR-01 to a Class CR-02 (License No. 085865).

Whereas, the parties agree to recognize the change in class of license as a substantial change.

Whereas, the establishment is located within the boundaries of ANC 1C, and

Whereas, the establishment is located within KCA's boundaries and KCA has members residing within the affected area.

Whereas, in recognition of the Board's policy of encouraging parties to settle their differences by reaching Cooperative Agreements, the Parties hereto desire to enter into a Cooperative Agreement whereby (1) Applicant will agree to adopt certain measures to address the Protestant's concerns and to include this Agreement as a formal condition of its Application, and (2) the KCA agrees to the issuance of the license, provided that such Agreement is incorporated into the Board's order approving such transfer to new location with a change in license class, which order is thereby conditioned upon compliance with such Agreement.

Whereas, Applicant has recently taken or intends to take certain measures designed to ameliorate ANC 1C's and the KCA's concerns,

Now, therefore, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:

1. Operation

At all times, the Applicant shall operate as a bona-fide restaurant with the primary purpose of food preparation and consumption. There shall be adequate food and food service supplies on hand to fulfill menu orders, and adequate kitchen and staff to serve patrons. The kitchen shall be open and operational with cooked food menu items available during all the restaurant's hours of operation each day that it is open for business.

Applicant agrees to not apply for any change in license class.

2. Premises

Applicant agrees that the area of premise for service of food and alcoholic beverages is the first floor at 1813 Columbia Road, NW, with the basement used for storage and food preparation. The area for storage of alcoholic beverages shall be the first floor and basement.

3. Hours of Operation and hours for sales, service and consumption of alcoholic beverages

Hours of Operation:

Sunday through Thursday: 7:00 a.m. - 2:00 a.m.

Friday and Saturday: 7:00 a.m. - 3:00 a.m.

Hours for Sale, Service and Consumption of Alcoholic Beverages:

Sunday: 10:00 a.m. - 2:00 a.m.

Monday through Thursday: 8:00 a.m. - 2:00 a.m.

Friday and Saturday: 8:00 a.m. - 3:00 a.m.

Provided, however, (1) on days designated by the DC ABC Board as "Extended Hours for ABC Establishments" Applicant may serve alcohol and provide entertainment for one additional hour (that is, one hour later in the morning); (2) in the event the Council of the District of Columbia or the DC ABC Board grant licensees in general extended operating hours (such as Inauguration or World Cup) Applicant may avail itself of such extended hours; and (3) on January 1 of each year Applicant may serve alcoholic beverages and provide entertainment until 4am.

3a. Sidewalk Café

Hours of Operation:

Sunday through Thursday 8 am - 11:00 pm

Friday and Saturday 8 am - 12:00 midnight

Hours of Sale, Service and Consumption of Alcoholic Beverages on the Sidewalk Café:

Sunday 10:00 am - 11:00 pm

Monday through Thursday 8 am - 11:00 pm

Friday and Saturday 8 am - 12:00 midnight

4. Occupancy

Capacity will not exceed: 113 seated patrons with a total occupant load of 124 patrons for alcoholic beverage service.

5. Noise & Music

Applicant acknowledges familiarity with and will comply with all applicable noise-control provisions of District of Columbia law and regulations, including, but not limited to:

a.) Preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with D.C. Official Code § 25-725 (2001). Further, the Applicant agrees to abide by all relevant provisions of the D.C. Noise Control Act of 1977 (D.C. Law 2-53), including 20DCMR, Chapters 27 and 28, as amended.

b.) The doors and windows of the premises will be kept closed at all times during business hours when music is being played, or a sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress to or egress from the premises.

c.) Doors used for patron ingress and egress will never be propped or tied open except when deliveries are being made.

d.) Sound from inside will not be audible at surrounding residential housing areas.

e.) Entertainment under an ABC Entertainment Endorsement shall consist of only DJ with no dancing, ending at 1:00 a.m. Sunday – Thursday and 2:00 a.m., Friday and Saturday.

6. Trash/Garbage/Rodents/Recycling

- a.) Applicant shall maintain regular trash/garbage removal service, regularly remove trash from the trash area, and see that the trash area remains clean. Applicant will add pick-ups as needed. Applicant will make every reasonable effort to eliminate food sources for rodents to help eliminate the rat population.
- b.) Applicant agrees that the establishment's trash/garbage and recycling containers will remain tightly secured and that any bags placed inside will be tightly sealed.
- c.) Applicant agrees to maintain a recycling contract and segregate bottles (and to recycle bottles, cans and cardboard in accordance with DC Law) from trash and agrees there will be no dumping of empty bottles outside or pickup of the recycling and refuse in the alley behind the restaurant between the hours of 11:00 pm and 8:00 am, seven days a week.
- d) Applicant will provide for the proper removal and recycling of grease and fatty oils from the establishment. Applicant agrees never to place any container holding grease or fatty oils in his trash/garbage container.

7. Exterior, Including Public Space

Applicant shall assist in the maintenance of the alleyway behind and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulations in these respects.

8. Miscellaneous

- a) Applicant agrees not to place outside in the public space Sidewalk Café any loudspeaker, tape player, CD player, or other similar device, or to place any inside speaker in such a way that it projects sound into the public space.
- b) Applicant agrees to operate the establishment under the terms of its license and will not rent out, or otherwise make available the establishment to third parties for events where the owner-manager is not present and managing the business.
- c) Applicant agrees not to place or cause to be placed any fliers, handbills or other similar advertisements in the public space, specifically on trees, lampposts, street signs or any vehicle parked in the public space.

9. Bar/Pub Crawls

Applicant agrees not to promote or participate in bar or pub "crawls", "tours", or similar events, or events where patrons are delivered from one ABC establishment to another during one day, via a motor vehicle.

10. Consideration

Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front of the premises during business hours and at closing, and to cause patrons to leave quietly at closing. Applicant will encourage employees and patrons leaving the establishment to keep conversations and noise to a minimum upon leaving the establishment.

11. Modification

This Agreement can be modified only by the ABC Board, or by mutual agreement of all the parties with the approval of the ABC Board. In the case of ANC 1C, any modifications shall be made in writing, at a properly noticed public meeting, by action of a majority of the commissioners present, constituting a quorum.

12. Regulations

In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations.

13. Availability of Cooperative Agreement

Applicant agrees to keep available at all times a copy of this Agreement at the establishment and to familiarize all employees with its conditions.

For A.C. Adams LLC, t/a Mintwood Place For Advisory Neighborhood Commission 1C

By: Saied Azali 11/3/10 By: Bryan Weaver 11-3-10
Saied Azali Date Signature Date
Managing Member

BRYAN WEAVER, ANC 1C03
(Please print name and title)

For Kalorama Citizens Association

By: Denis James _____
Denis James, President Date