

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

In the Matter of:)
)
Local 14, LLC,)
t/a Local 14)
)
New Application for Retailer's)
Class CR License)
)
at premises)
1832 14th Street, N.W.)
Washington, D.C. 20009)
_____)

License No. 82214
Order No. 2009-246

Local 14, LLC, t/a Local 14

Mike Silverstein, Chairman, Advisory Neighborhood Commission 2B (ANC 2B)

Joel Lawson and Ronald J. Clayton, on Behalf of a Group of Five or More Individuals
("Protestants")

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 AND DISMISSAL OF PROTEST

The official records of the Alcoholic Control Board ("Board") reflect that Local 14, LLC, t/a Local 14, Applicant for a new Retailer's Class CR License located at 1832 14th Street, N.W., Washington D.C., and Mike Silverstein, Chairman, Advisory Neighborhood Commission 2B (ANC 2B) have entered into a Voluntary Agreement (Agreement), dated October 1, 2009, setting forth the terms and conditions that govern the operation of the Applicant's establishment.

The Board's official records also reflect that the Applicant and Protestants have entered into a separate Voluntary Agreement, dated October 1, 2009, that has also been reduced to writing and properly executed and filed with the Board.

The Agreements constitute a withdrawal of the Protests of this Application. The Board is approving these two Agreements and notes that where there are differences

between the two Agreements with regard to the terms and conditions, the Agreement with the more restrictive terms will govern.

Accordingly, it is this 14th day of October 2009, **ORDERED** that:

1. The Application filed by Local 14, LLC, t/a Local 14, for a new Retailer's Class CR License located at 1832 14th Street, N.W., Washington, D.C., is **GRANTED**,

2. The Protest in this matter is hereby **DISMISSED**,

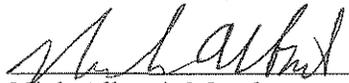
3. This above-referenced Voluntary Agreements submitted by Applicant, ANC 2B, and Protestants to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and

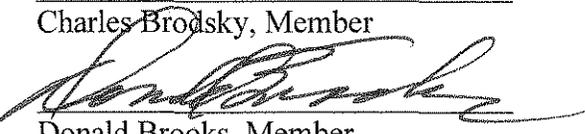
4. Copies of this Order shall be sent to the Applicant, ANC 2B, and Protestants.

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

THIS AGREEMENT is made and entered into as of this 15th day of ~~September~~^{October}, 2009 by and between Local 14, LLC (hereinafter the "Applicant") and Joel Lawson and Ronald J. Clayton, Co-Leaders of a group of thirty-five (35) individuals (hereinafter together "Protestant").

WHEREAS, Applicant having filed an application with the District of Columbia Alcoholic Beverage Control Board (hereinafter "ABC Board") for issuance of a Retailer's Class CR license for the premises of 1832 14th Street, N.W., Washington, D.C.

WHEREAS, in recognition of the ABC Board's policy of encouraging parties to a protested proceeding to settle their differences by negotiating agreements, the parties hereto being desirous of entering into an agreement whereby, subject to approval of the ABC Board, Applicant will agree to adopt certain measures to address the Protestant's concerns and Protestant will agree to the issuance of the ABC License and withdraws the Protest.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings memorialized herein, the parties agree as follows:

1. Noise Suppression: There shall be no loud or live music performed outside the establishment at the premises (the "Restaurant"). Sound attenuation methods will be utilized in the construction of the Restaurant and the Deck (as later defined). The Restaurant's operation shall at all times be in compliance with the D.C. Noise Control Act. Applicant will encourage employees and patrons, by posted signs or other printed notation, to be considerate of residents in the neighborhood after departing the building, by keeping conversations and other noises at a level that will not disturb the peace, order, quiet and tranquility of residents in the enjoyment of their homes or generate a noise complaint.

2. Deck: The Deck on the third floor of the premises will be constructed with an open rooftop in the location and with walls surrounding the Deck to the roofline as shown in the attached drawings. There shall be no bar with alcoholic beverage service or music on the Deck. The Deck will have seating for no more than 28 patrons. The Deck shall be closed to patrons no later than 11:00 pm on Sunday through Thursday and 12:00 am on Friday and Saturday. Events held on the Deck where patrons will be standing rather than be seating (such as receptions), shall have a maximum capacity no greater than 50. Usage of the Deck for such standing events shall cease at 10:00 pm on Sunday through Thursday and 12:00 am on Friday and Saturday. During such standing events, a beverage service table may be utilized; but at said event, no music shall be permitted on the Deck.

3. Hours of Operation: Applicant operating hours shall be from 11:00 am to 2:00 am Sunday through Thursday and from 10:00 am to 3:00 am Friday and Saturday, except that there shall be no food or alcoholic beverages served to sidewalk seating tables and the front balcony after 11:00 pm Sunday through Thursday and after 12:00 am Friday and Saturday. Alcoholic beverages may not be carried out of the establishment except that alcoholic beverages may be consumed at tables provided for sidewalk seating, on the balcony, and on the Deck.

4. Special Events: The establishment will not advertise or host events which require a cover charge and/or utilize an outside promoter for said event. Fundraisers, charitable events, other nonprofit events and private celebrations are exempt from this provision.

5. Deliveries: To maintain the peace, order and quiet of the surrounding residents, Applicant shall receive all deliveries of food, beverages and supplies during hours between 10:00 am and 5:00 pm. Applicant shall instruct vendors that all delivery vehicles, as well as all trash companies' trucks serving Applicant to use only the larger alley running north/south at the rear of the Restaurant and not the narrow alley running east/west and terminating at the rear of the Restaurant. At no time will delivery or trash trucks servicing the restaurant block residents' ingress or egress into or out of the aforementioned narrow east/west alley. Vendors will be instructed not to use T or Swann Street to access the alley for deliveries, but to use R Street to access the alley and then to traverse Swann Street to the rear alley of the restaurant.

6. Trash Pick-Up and Removal: Applicant will maintain regular trash/garbage removal service, a minimum of 4 times per week (days to be decided by owner and business necessity) only during the hours from 9:30 am to 4:00 pm, from the trash and dumpster area and see that those areas are regularly kept clean. The Applicant shall enclose the dumpsters and keep dumpster lids tightly closed and incapable of being entered by rodents, in order to limit odors and help control pest and rodent population. The dumpsters will be located behind cinder block walls with roll-up doors on the alley as shown on the attached drawing. Applicant will conduct regular rodent and pest (insect) abatement. Applicant will install a roll-up door or gate at the rear of the Restaurant. Applicant will undertake measures designed to abate odors and noise from the trash area.

7. Removal of Grease and Oils: Applicant will store cooking grease and fatty oils in proper containers with tightly fitting lids and make sure the containers are free and clean from grease from the outside, as required by the District Department of the Environment (DDOE). Additionally, Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in dumpsters or down drains.

8. Litter and Debris Removal: Applicant will maintain free of trash and litter the public space and street to a minimum distance of 18 inches from the curb, adjacent to the front of the Restaurant building along 14th Street in compliance with applicable D.C. regulations in this respect, as often as needed (a minimum of once daily).

9. Food Service to Liquor Ratio: Applicant will comply in all respects with the requirements of its ABC license or other requirements of the law, including maintaining the appropriate ratio between food sales and liquor sales. The Applicant shall refuse to sell alcohol or cigarettes to underage persons, and refuse to sell alcohol to inebriated patrons.

10. Ingress and Egress: No patron shall be allowed to ingress or egress at any location except at the designated building's front entrance (except in case of an emergency).

11. Parking: Applicant shall advertise the availability of parking in the area of the Restaurant on its website and encourage patrons and require employees to park at the Reeves Center underground parking garage or other parking lots or garages in the area. In the event valet

parking is utilized, Applicant will contract with a commercial parking lot or garage where the vehicles will be parked. Applicant will provide a copy of the contract to Protestants' Co-Leaders within 30 days of execution. To the extent any contract for valet parked vehicles with the owner or operator of the contracted parking garage or lot terminates for any reason, Applicant will, within 30 days of the termination of the previous contract, enter into an agreement with another parking lot or garage to park valet serviced vehicles. Applicant will provide a copy of the new contract to Protestants' Co-Leaders within 30 days of execution. Valet parking will be staged on 14th Street in front or near the front of the establishment. No idling, standing, parking or staging for valet services shall take place on T Street, Swann Street, S Street, or in the alleyways servicing these blocks.

12. Public Space Usage: Other than tables for sidewalk and balcony dining, no tables or other structures shall be placed outside the building without proper licensing and notification.

13. Consideration: Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will instruct employees who are smoking to do so in an area where their conversations are not audible and to restrict conversations and noise while doing so. Applicant will encourage those leaving the Establishment to keep conversations and noise down after 10 pm. Applicant agrees that there will be no outdoor disposal of glass bottles after 9:30 pm.

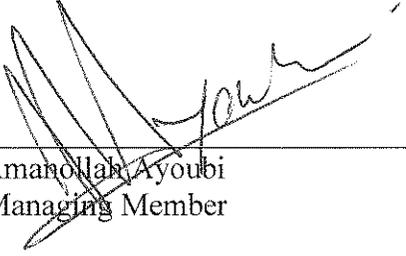
14. Cooperation with Residents: Applicant agrees to meet, as needed, with the Protestant to discuss any problems arising from the operation of the Establishment. The Applicant agrees to work in good faith with the Protestant to resolve these problems.

15. Withdrawal of Protest: Protestant agrees to the issuance of the license and the withdrawal of their protest upon execution of this Agreement and provided that this Voluntary Agreement is incorporated into the Board's order issuing, amending or renewing the license, which order is thereby conditioned upon compliance with such Voluntary Agreement.

16. Right to Protest: The parties agree that Applicant will be given notice of any alleged violation of this Agreement, and will be afforded reasonable time to investigate and respond to any such complaint (not greater than ten (10) days). The parties agree that if reasonable discussion of violations are not resolved then any failure of the Applicant to adhere to the foregoing commitments would constitute a breach of this agreement and grounds for the Protestant to petition the Board for issuance of an order to Show Cause, as provided by the D.C. Regulations.

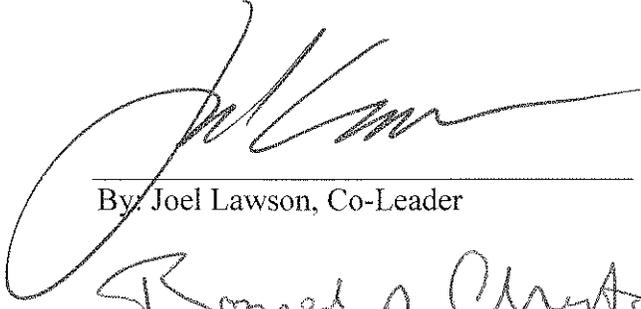
IN WITNESS WHEREOF, the Parties place their signatures to this agreement, this 1st day of ~~September~~, 2009.
October

APPLICANT:
LOCAL 14, LLC

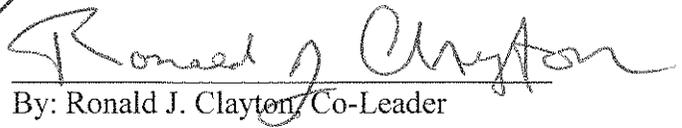


By: Amanollah Ayoubi
Managing Member

PROTESTANT:



By: Joel Lawson, Co-Leader



By: Ronald J. Clayton, Co-Leader

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THIS AGREEMENT is made and entered into as of this 1ST day of ^{OCTOBER}~~September~~, 2009 by and between Local 14, LLC (hereinafter the "Applicant") and Advisory Neighborhood Commission 2B (hereinafter "Protestant").

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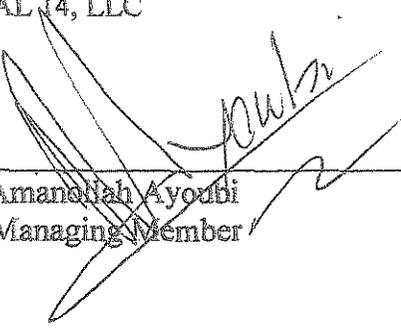
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IN WITNESS WHEREOF, the Parties place their signatures to this agreement, this 1st day of ~~September~~, 2009.

October 10/09

APPLICANT:
LOCAL 14, LLC



By: Amanollah Ayoubi
Managing Member

PROTESTANT:
ADVISORY NEIGHBORHOOD COMMISSION 2B



By: Mike Silverstein
Chairman