

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

<u>In the Matter of:</u>)	
)	
India 2000, LLC)	
t/a Mantis)	
)	
Application for a Retailer's Class CR)	
License - renewal)	Case no.: 11590-04/101P
at premises)	Order no.: 2005-277
1847 Columbia Road, N.W.)	
Washington, D.C.)	
)	

India 2000, LLC, Applicant

Alan Roth, Chairperson, on behalf of Advisory Neighborhood Commission 1C, the Kalorama Citizens Association, Peter Mamacos, Michael Olmert, Meg Olmert, Fabian Victora, DeDe Tatman, and Phil Holland, Protestants

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ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST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 renewal application for a Retailer's Class "CR" License, having been protested, came before the Board on September 15, 2004, in accordance with D.C. Official Code § 25-601 (2001). Alan Roth, Chairperson, on behalf of Advisory Neighborhood Commission ("ANC") 1C, filed timely opposition by letter on August 10, 2004. The Kalorama Citizens Association ("KCA") filed timely opposition by letter on August 31, 2004. Peter Mamacos, Michael Olmert, Meg Olmert, Fabian Victora, DeDe Tatman, and Phil Holland filed timely opposition by letter on August 31, 2004.

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 September 1, 2005, the Protestants have agreed to withdraw their protests, 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 Board is approving the agreement but notes that the licensee

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must apply and receive Board approval prior to implementing the proposed changes. Additionally, the Board notes that it retains sole jurisdiction in determining whether the establishment's proposed changes are substantial pursuant to D.C. Official Code § 25-762 (2001).

Accordingly, it is this 19th day of October 2005, **ORDERED** that:

1. The protests of Alan Roth, Chairperson, on behalf of ANC 1C, the KCA, Peter Mamacos, Michael Olmert, Meg Olmert, Fabian Victora, DeDe Tatman, and Phil Holland, are **WITHDRAWN**;

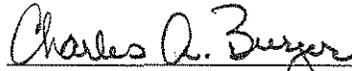
2. The renewal application of India 2000, LLC, t/a Mantis, for a Retailer's Class "CR" License at 1847 Columbia Road, N.W., Washington, D.C., is **GRANTED**;

3. The above-referenced agreement, is **INCORPORATED** as part of this Order;
and

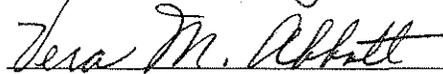
4. Copies of this Order shall be sent to Alan Roth, Chairperson, on behalf of ANC 1C, the KCA, Peter Mamacos, Michael Olmert, Meg Olmert, Fabian Victora, DeDe Tatman, Phil Holland, and the Applicant.

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District of Columbia
Alcoholic Beverage Control Board



Charles A. Burger, Chairperson



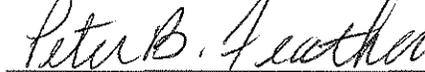
Vera M. Abbott, Member



Judy A. Moy, Member



Audrey E. Thompson, Member



Peter B. Feather, Member

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.

COOPERATIVE AGREEMENT CONCERNING 2005 SEP 20 P 3:44
RENEWAL AND SUBSTANTIAL CHANGE OF ABC LICENSE
FOR SALE OF ALCOHOLIC BEVERAGES SEC'D BY Zlc

AGREEMENT, made and entered into this 1st day of September, 2005, by and between India 2000, LLC, trading as Mantis (hereinafter the "Applicant"), Advisory Neighborhood Commission 1C (ANC 1C), the Kalorama Citizens Association (hereinafter the "KCA"), Phil Holland, Peter Mamacos, Meg Olmert, Michael Olmert DeDe Tatman and Fabian Victora (hereinafter, the "Protestants").

Whereas, Applicant has filed an Application (No. 11590) with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board") for the renewal of a Class CR-01 License (No.26230) located at 1847 Columbia Rd., N.W., Washington DC 20009,

Whereas, in recognition of the Board's policy of encouraging parties to a protested proceeding 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 Protestants will agree to the issuance of the renewal and subsequent Substantial Change of the license, and withdrawal of the protest, provided that such Agreement is incorporated into the Board's order approving such renewal and Substantial Change, which order is thereby conditioned upon compliance with such Agreement,

Whereas, the Parties wish to clarify the Applicant's ability to provide for the service of food and alcoholic beverages under 25-762 in the basement room previously used for storage, and shall apply to the Board for permission to institute said expansion,

Whereas, the Protestants agree to the Substantial Change of the license to allow for the changes described herein with regard to the operation of the establishment,

Whereas, Applicant has recently taken or intends to take certain measures designed to ameliorate the Protestant's concerns,

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

Due to increased occupancy anticipated in the forthcoming Substantial Change application, upon approval by the ABC Board, the license will change from a CR-01 to a CR-02 license.

1. Operation

At all times, the Applicant shall operate as a restaurant with the primary purpose of food preparation and consumption. The kitchen shall be open and operational with cooked food menu items available until at least 2 hours before close of business each night. Applicant agrees to seek no change in license class.

2. Premises.

Previously, it was unclear whether the area of premise for service of food and alcoholic beverages was the First Floor and Sidewalk Cafe only. Specifically, it was unclear whether the Basement was included.

Upon approval by the Board after submission of a Substantial Change application, the area of premise for service of food and alcoholic beverages shall be the First Floor, Sidewalk Café and Basement.

There will be adequate numbers of tables and chairs set up to accommodate patrons on the Sidewalk Café, and the First Floor and Basement levels.

There shall be no patron use of the rear doors to the alley of 1841 Columbia Road, NW, and the basement door to the common hallway shall be locked to patron use at all times, except in the case of emergency.

3. Hours of Operation

Previously, the hours of operation were: Inside: 11:30 am until 11:30 pm, seven days a week, and Sidewalk Cafe: 12:00 noon until 10:30 pm. Upon approval by the Board after completion of the placarding for Substantial Change described above, the Hours of Operation shall be:

INSIDE: First Floor and Basement.

10:00 am until 12:00 midnight, Sunday

11:30 am until 12:00 midnight, Monday.

11:30 am until 1:00 am, Tuesday.

11:30 am until 2:00 am, Wednesday and Thursday.

11:30 am until 3:00 am, Friday

10:00 am until 3:00 am, Saturday.

Days and Hours when a DeeJay is permitted:

Sunday and Monday: until 12:00 midnight, only for private parties

Tuesday: until 12:30 am, only for Private Parties.

Wednesday: until 1:00 am, only for Private Parties.

Thursday: until 2:00 am.

Friday and Saturday: until 3:00 am.

The establishment may remain open until 4:00 am each January 1st, as provided at 25-723 (c).

Further, the establishment may remain open until the legal closing time on any day that is a recognized National Holiday, that is, days that the Federal Government is closed in recognition of the holidays: New Year's Day, Martin Luther King's Birthday Inauguration Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, and Christmas Day.

Applicant agrees to announce "Last Call" ½ hour before closing time each night of operation. All alcoholic beverages will be cleared from service areas at the closing times listed above.

SIDEWALK CAFÉ/SUMMER GARDEN (on the Mintwood Place side of the building): 12:00 noon until 11:00 pm, Monday through Friday.
10:00 am until 11:00 pm, Saturday & Sunday

Applicant shall apply to the Public Space Committee for permission to increase the hours of operation and the yearly period of usage.

Applicant agrees to operate the Sidewalk Café/Summer Garden alongside the 1800 block of Mintwood Place, NW under the following conditions:

- a.) Applicant will obtain and keep current the required Certificate of Use and/or relevant documentation for the use of the public/private space.
- b.) Previously, permission for the Sidewalk Café/Summer Garden was from April 1st through September 30th of each year. Upon application to and approval from the Public Space Committee and the granting of the Substantial Change by the ABC Board, use of the Sidewalk Café/Summer Garden shall be from April 1st through November 30th of each year. From December 1st through March 31st of the following year, the Sidewalk Café/Summer garden will not be available for use by patrons.
- c.) The Sidewalk Café/Summer Garden will be laid out in accordance with the approved drawing. The use of public space for the Sidewalk Cafe will comply with all applicable provisions of Chapters 2 and 3 of 24DCMR.
- d.) In accordance with Public Space regulation 24DCMR 314.9 and 314.10, applicant agrees to not place or cause to be placed any trash, garbage, recycling or grease/oil storage containers on the public space.

4. Occupancy

Sidewalk Café: 44

Previously, the capacity of the first floor dining room and bar was: 74 persons. Upon approval by the Board after completion of the placarding for Substantial Change the Capacity will not exceed:

First floor dining room and bar: 90 persons, or the number of persons allowed by DCRA on a separate Certificate of Occupancy for the First Floor level, or shown by a separately listed number, whichever number is smaller.

Basement: The maximum load of the basement Certificate of Occupancy is unknown as of the date of execution of this agreement. Nevertheless, the Parties agree that the occupancy of:

The Basement dining area and bar shall not exceed: 55 persons, or the number of persons allowed by DCRA on a separate Certificate of Occupancy for the basement level, or shown by a separately listed number, whichever number is smaller.

Upon issuance, the Applicant agrees to provide a copy of the new Certificate(s) of Occupancy to the Board and to the Protestants. Such copy shall be attached to this Cooperative Agreement.

The Parties agree to amend this section to reflect the actual occupancy, should the permitted numbers vary from those described above.

5. Noise/Music/Dancing

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) Music from inside will not be audible at surrounding residential housing areas or within any residence at 1841 Columbia Road, NW (The "Alcazar")
- d) There will be no cover charge.
- e) There will be no designated dance area.
- f) Upon application to, and approval by the Board, a "Dinner DeeJay" playing low-to-medium volume music shall be permitted for Thursday through Saturday until the hours set forth in this agreement. There will be no other live entertainment of any type. The parties wish to make it clear that no musical instruments will be played in the establishment and that no drums will be kept on the premises.
- g) Additionally, the Applicant may have a "Dinner DeeJay" for Sunday through Wednesday for Private Parties, consistent with Section 3 of this agreement. However, in no event shall the number of Private Parties exceed: 2 per month for January through November and 4 in December. The Applicant shall keep a log of Private Parties held at the establishment for the days: Sunday through Wednesday.

6. Trash/Garbage/Rodents

- a) Applicant will not store any garbage or trash container, or recycling container, or grease or oil recycling container, or any loose waste or recycling of any kind on the Sidewalk Café.
- b) Grease and fatty oils will be stored in a sanitary manner inside the establishment until picked up by a recycling company. Applicant will provide for the proper removal and recycling of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the trash containers. Applicant agrees to provide ANC 1C with a copy of the contract to remove grease and fatty oils from the establishment.
- c) Applicant shall maintain regular trash/garbage removal service, regularly remove trash from the trash area, and see that the trash area remains clean. Applicant shall deposit trash and garbage only in rodent-proof containers and shall see that container covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant will make every reasonable effort to eliminate food sources for rodents to help eliminate the rat population. No trash garbage, waste, or recycling of any kind will ever be placed on the ground, or alley surface.

d) Applicant agrees to segregate bottles (and recycle bottles, cans and cardboard in accordance with DC Law) from trash and agrees there will be no 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.

e) Applicant agrees that it will not establish use of the indoor basement trash room of the Alcazar, 1841 Columbia Road, NW. The Parties agree that this provision may be reviewed every two years, counting from the date of final execution of this agreement.

7. Exterior, Including Public Space

Applicant shall assist in the maintenance of cleanliness of the alleyway behind and the space in front of (Columbia Road) and to the side of (Mintwood Place) 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 Sidewalk Café/Summer Garden, 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 or Sidewalk Cafe/ Summer Garden.

b) Applicant agrees to operate the establishment under the terms of its license and will not rent out, or otherwise make the establishment available 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.

d) Applicant shall encourage alcoholic beverage servers to take a course in alcohol awareness training, and agrees to sponsor any employees who wish to take such training.

9. Bar/Pub Crawls

Applicant agrees not to promote or participate in bar or pub "crawls", "tours", or similar events.

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 or on the side of the premises during business hours and at closing, and to cause patrons to leave those areas quietly at closing. Applicant will encourage employees and patrons leaving the establishment to keep conversations and noise to a minimum after 11:00 pm.

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 modification must be in writing and be approved by a majority of the commissioners present constituting a quorum, at a properly noticed public meeting.

12. Regulations

In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations. Further, nothing in this Agreement shall preclude the Protestants from filing an objection to any request by the Applicant to the Board of Zoning Adjustment.

13. Availability of Voluntary Agreement

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

Signature page for Cooperative Agreement for Mantis, 1847 Columbia Road, NW, License Number 26230.

Applicant:

Advisory Neighborhood Commission 1C
(ANC 1C)

By: Vanessa Gabisan 9/1/05
Signature Date

By: Alan J. Roth 9/7/05
Signature Date

Vanessa Gabisan MEMBER
Vanessa Gabisan (Please print title)

ALAN J. ROTH, CHAIRPERSON
Please print name

Kalorama Citizens Association

By: Denis James 9.01.2005
Denis James Date
Executive Vice President

Applicant:

By: [Signature] 9/9/05
Signature Date

By: Phil Holland 9/1/05
Signature Date

JOE GABISAN
Joe Gabisan (Please print title)
MEMBER

By: Peter Mamacos 9/6/05
Signature Date

By: MD. Olmert 9/13/05
Signature Date

By: Michael Olmert 9/13/05
Signature Date

By: DeDe Tatman 9/6/05
Signature Date

By: Fabian Victoria 9/16/05
Signature Date