

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

<u>In the Matter of:</u>)	
)	
Good Fortune, Inc.)	
t/a Plum Blossom)	
)	
Application for a New)	License No.: 76620
Retailer's Class CT License -)	Case No.: 61208-07/049P
at premises)	Order No.: 2007-064
1915 18 th Street, N.W.)	
Washington, D.C.)	
)	

Good Fortune, Inc. t/a Plum Blossom, Applicant

Ramon Estrada, Chair, Advisory Neighborhood Commission (ANC) 2B, Robert P. Halligan, President, Dupont Circle Citizens Association (DCCA), Maria L. Haber, Peter L. Klempay, John H. Hammer, Kirsten Jaglo, Michael J. Graven, William J. Stephens, Andrea Powell, Iris Molotsky, Michael D. Hayes and A. Kimberly Matthews, Protestants

BEFORE: Peter B. Feather, Acting Chairperson
Vera M. Abbott, Member
Judy A. Moy, Member
Audrey E. Thompson, Member
Albert G. Lauber, Member
Mital M. Gandhi, Member

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST

The Application for a new Retailer's Class CT License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call hearing on June 13, 2007, in accordance with D.C. Official Code § 25-601 (2001). Ramon Estrada, Chair, ANC 2B and Robert P. Halligan, President, DCCA, Maria L. Haber, Peter L. Klempay, John H. Hammer, Kirsten Jaglo, Michael J. Graven, William J. Stephens, Andrea Powell, Iris Molotsky, Michael D. Hayes and A. Kimberly Matthews, filed timely opposition by letter.

The official records of the Board reflect that the Parties have reached an Agreement which has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the Agreement, dated July 12, 2007, the Protestants have agreed to withdraw the 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.

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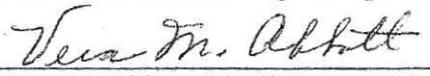
Accordingly, it is this 25th day of July 2007, **ORDERED** that:

1. The protest of ANC 6B and Dupont Circle Citizens Association is **WITHDRAWN**;
2. The Application of Good Fortune, Inc., t/a Plum Blossom, 1915 18th Street, N.W., Washington, D.C., for a new Class "CT" Retailer's License is **GRANTED**;
3. The above-referenced modified Agreement is **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Protestants and the Applicant.

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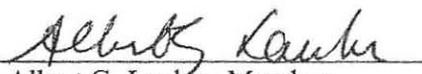
District of Columbia
Alcoholic Beverage Control Board


Peter B. Feather, Acting Chairperson


Vera M. Abbott, Member


Judy A. Moy, Member

Audrey E. Thompson, Member

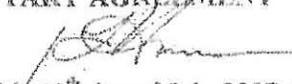

Albert G. Lauber, Member


Mital M. Gandhi, 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.

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VOLUNTARY AGREEMENT



THIS AGREEMENT, made and entered into this 12th day of July 2007, by and between "Good Fortunes, Inc.", trading as "Plum Blossom" Sushi Restaurant", (hereinafter the "Applicant"), and Advisory Neighborhood Commission 2B, the Dupont Circle Citizens Association, and citizen protestants; (hereinafter the "Protestant"), witnesses:

Whereas, the Applicant has filed a license application No. 36507 with the DC Alcoholic Beverage Control Board (hereinafter the "Board") for the purpose of a new license to include a sidewalk café for premises located at 1915 18th St NW, in Washington, DC.

Whereas, the Protestant has filed before the ABC Board a protest opposing the granting of this license application.

Whereas, in recognition of the Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching voluntary agreements, the Parties hereto desire to enter into a voluntary 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) Protestant will agree to the issuance of the license and withdrawal of the Protest *provided* that such agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such agreement.

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

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

1. Amendments to Application. Applicant shall amend the application to specify a Restaurant license (CR01). Applicant recognizes that, in accordance with the Dupont Circle Public Space Guidelines on Sidewalk Café / Outdoor Restaurant Use, the ANC does not support public space uses by CT-licensed or DT-licensed taverns and bars.
2. Hours. The hours of operation shall be:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Inside Hours	11 am - 11 pm	11 am - 12 pm	11 am - 12 pm	11 am - 11 pm			
Sidewalk Cafe:	11 am - 10 pm	11 am - 11 pm	11 am - 11 pm	11 am - 10 pm			

3. Noise/Music/Dancing. Applicant acknowledges familiarity with and will comply with noise-control provisions of District of Columbia law and regulations, including 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 DCMR 905. The doors and windows of the premises will be kept closed at all times during business hours when music is being played or any sound amplification device is being employed on the premises, except when persons are in the act of using the door for ingress to or egress from the premises. Indoor music shall be limited to recorded background music. There shall be no music played outside the establishment.

nor in any sidewalk café. There will be no live music, deejay performances or dancing at the establishment.

4. Trash/garbage/rodents.

- (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 shall separate food and non-food trash, compacting and sealing food trash before placement in outside dumpsters. Applicant shall deposit trash and garbage only in rodent-proof dumpsters, and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant shall provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the dumpster.
- (b) All garbage from the sidewalk café shall be stored inside the restaurant, or in appropriate containers in the rear of the building. No trash storage shall be allowed in the area of the sidewalk café.
- (c) Applicant shall contract with Pacific Disposal Systems to have trash picked up from the Premises daily or in coordination with other T Street businesses. The contract shall initially provide for three containers picked up twice per week and shall be adjusted for more frequent pickups as conditions warrant. The contract shall provide that the trash contractor shall only remove trash from and around the premises between 7:00 a.m. and 12:00 noon; trash shall not be removed before 7:00 a.m. on weekdays or before 9:00 a.m. on weekends.
- (d) Applicant agrees to segregate and recycle bottles, cans and cardboard in accordance with DC law. Applicant agrees not to dispose of recycling and refuse in the outside trash dumpsters or recycling containers between the hours of 9:00 p.m. and 9:00 a.m.
- (e) Applicant shall cause residential tenants to deposit their trash in Applicant's dumpster.

5. Exterior and public space and sidewalk café usage provisions.

- (a) Applicant shall assist in the maintenance of the alleyway 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. Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front or to the rear of the premises, as well as the alley, during business hours and at closing, and to cause patrons to leave those areas at closing.
- (b) Applicant will comply with all applicable signage regulations, including those for historic districts and will remove those that are in violation.
- (c) Applicant will hose down areas in front of, in the rear of, and on the alley side of the establishment daily to remove food and other debris, except in below freezing weather.
- (d) The sidewalk café shall be operated from April 1 to November 30. Tables, chairs, umbrellas, service stations and any other furniture shall be removed from December 1 through March 31.
- (e) The sidewalk café shall have no more than four (4) seats, or fewer as allowed by D.C. laws and regulations. Two (2) umbrellas shall be allowed in the sidewalk café. A station may be

- (f) All food and drinks shall be purchased from a waiter by patrons sitting down; no one standing will be served food or drinks. No food or drink shall be transported to or from the interior of the restaurant to or from the sidewalk café by patrons. The consumption of food by each sidewalk café patron shall be encouraged.
6. Parking. Applicant, employees, valet parkers, customers and suppliers shall park neither in the alleyway nor private parking spaces near the premises. No deliveries to the restaurant shall be made from the alleyway. Applicant shall provide written instructions to the above, which shall be incorporated as an attachment to this agreement. Applicant shall instruct employees not to park in the alleyway and shall discourage patrons from parking there. Applicant shall further provide written notification of parking restrictions to customers, either printed on the menu or posted inside the premises, and shall also incorporate these instructions as an attachment to this agreement.
7. Items specific to establishment.
- (a) Applicant agrees that there will be no patron use of the rear door except in the event of emergency.
 - (b) Applicant shall expeditiously remove graffiti and debris from the alleyway at his own expense and shall maintain a uniform color of paint on the alley side wall.
8. Bar/Pub Crawls. Applicant agrees not to promote or participate in bar or pub "crawls", "tours", or similar events.
9. Consideration. Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage those leaving the establishment to keep conversations and noise down after 10 p.m.
10. 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 2B, if Applicant desires to modify the terms of this agreement, prior to implementing the changes Applicant shall receive written agreement from ANC 2B. Applicant shall not attempt to expand the ABC-licensed space beyond the ground floor.
11. 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 ANC or the DCCA from filing an objection to any request by the Applicant to the Board of Zoning Adjustment.
12. Availability of Voluntary 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.
13. Communications. To minimize the time and cost of maintaining good neighborhood relations, Applicant and Protestant agree to exchange and maintain up-to-date contact information. Applicant will provide current contact information (to include telephone, email and U.S. Mail address) as an attachment to this agreement and will notify Protestant if such information changes in the future. In return, Protestant may attempt but is not required to advise Applicant of any observed violations of this agreement via telephone, email or U.S. Mail.

14. Attachments. Applicant agrees to attach the following post-renovation documents dated 2007 or later to this agreement for reference:

- (a) Contact information
- (b) Trash removal contract
- (c) D.C. DCRA Certificate of Occupancy
- (d) Seating plan for restaurant, bar and sidewalk café, showing number of seats applied for under ABRA case 61208-07/049P.

Withdrawal of protest. Protestant agrees to the issuance of the license application and the withdrawal of their protest *provided* that the present Voluntary Agreement is incorporated into the Board's order issuing the license, which order is thereby conditioned upon compliance with such Voluntary Agreement.

APPLICANT:

Good Fortunes, Inc.

By: [Signature]
Owner, Good Fortunes, Inc.

PROTESTANTS:

Advisory Neighborhood Commission 2B

By: [Signature]
Chairperson

Dupont Circle Citizens Association

By: [Signature]
Robert P. Halligan, President

By: [Signature]
Maria L. Haber, Individually

By: [Signature]
Peter L. Klempay, Individually

By: [Signature]
John H. Hammer, Individually

By: [Signature]
Kirsten Jagio, Individually

By: [Signature]
Michael J. Craven, Individually

By: [Signature]

By: Andrea Powell
Andrea Powell, Individually

By: Iris Molotsky by Peter L. Klinsky
Iris Molotsky, Individually *per Proxy*

By: Michael D. Hays
Michael D. Hays, Individually

By: A. Kimberly Matthews
A. Kimberly Matthews, Individually

ATTACHMENT 1

CONTACT INFORMATION

Plum Blossom Sushi Wine Bar
1915 18th St NW
Washington DC 20009

A handwritten signature in black ink, appearing to be 'A. A.', written over the address text.

Tel. +1 202 232 8881

Email to be provided