

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

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In the Matter of:)	
)	
Salgon Corporation)	
t/a The Common Share)	
)	
Application for a Retailer's Class)	Application no. 30315-02/080P
CR License (renewal))	2002-275
at premises)	
2003 18 th Street, N.W.)	
Washington, D.C.)	
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Denis I.E. James, on behalf of the Kalorama Citizens Association, Martin Tarratt, Ronald R. Ross, Karen Sasahara, Ryan Haupt, Tara Haupt, and Daniel R. Brody, on behalf of the Advisory Neighborhood Commission 1C, Protestants

Salvatore Gargone, on behalf of the Applicant

BEFORE: Roderic L. Woodson, Esquire, Chair
Vera Abbott, Member
Charles Burger, Member
Laurie Collins, Member
Judy Moy, Member
Ellen Opper-Weiner, Esquire, Member
Audrey Thompson, Member

**ORDER ON WITHDRAWN PROTEST
AND VOLUNTARY AGREEMENT**

The application, having been protested, came before the Board on October 9, 2002 in accordance with the D.C. Official Code Section 601 (2000 Edition). Denis I.E. James, on behalf of the Kalorama Citizens Association, Martin Tarratt, Ronald R. Ross, Karen Sasahara, Ryan Haupt, Tara Haupt, and Daniel R. Brody, on behalf of the Advisory Neighborhood Commission 1C, filed timely opposition.

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 November 20, 2002, the protestants have agreed to withdraw the opposition, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of

Salgon Corporation
t/a The Common Share
Page two

the agreement.

Accordingly, it is this 17th day of December 2002, **ORDERED** that:

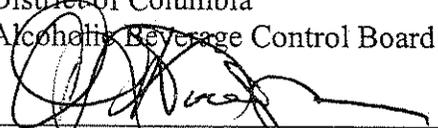
1. The opposition of Denis I.E. James, on behalf of the Kalorama Citizens Association, Martin Tarratt, Ronald R. Ross, Karen Sasahara, Ryan Haupt, Tara Haupt, and Daniel R. Brody, on behalf of the Advisory Neighborhood Commission 1C is **WITHDRAWN**;

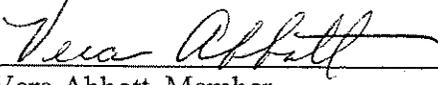
2. The application of Salgon Corporation t/a The Common Share for a retailer's class CR license (renewal) located at 2003 18th Street, N.W., Washington, D.C. is **GRANTED**;

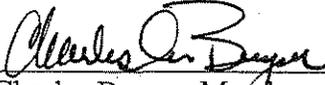
3. The above-referenced agreement between the parties is **INCORPORATED** as part of this Order; and

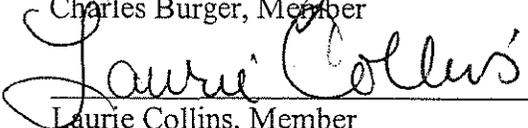
4. Copies of this Order shall be sent to the Protestants and the Applicant.

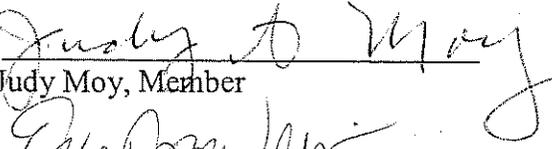
District of Columbia
Alcoholic Beverage Control Board

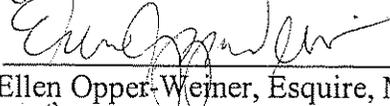

Roderic L. Woodson, Esquire, Chair


Vera Abbott, Member


Charles Burger, Member


Laurie Collins, Member


Judy Moy, Member


Ellen Opper-Werner, Esquire, Member


Audrey E. Thompson, Member

Final rec'd. 11/20/02 (bl)

**COOPERATIVE AGREEMENT CONCERNING
RENEWAL OF LICENSE
FOR SALE OF ALCOHOLIC BEVERAGES**

AGREEMENT, made and entered into this 20th day of November, 2002, by and between Salgon Corporation, Trading as Common Share (hereinafter referred to as "Applicant"), and Advisory Neighborhood Commission 1C, Kalorama Citizens Association, and Karen Sasahara, Michael Ratney, Ronald Ross, Ryan Haupt, Tara Haupt, and Martin Tarratt, six individual residents of the Ashley Condominium, 2038 18th Street, NW, sharing a common ground of protest (hereinafter referred to jointly as "Protestants"), witnesseth:

Whereas Applicant has filed an Application (Case No. 30315-02/080P) with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board") for the renewal of a Class CR-01 License for the premises known as The Common Share located at 2003 18th Street, NW, Washington, DC,

Whereas Protestants have filed before The Board their protests opposing the granting of this Application,

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 Protestants' concerns and to include this Agreement as a formal condition of its Application, and (2) Protestants will agree to the approval of the Application and withdrawal of their respective Protests *provided* that such Agreement is incorporated into the Board's order approving such Application, which order is thereby conditioned upon compliance with such Agreement,

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

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

1. Hours.

(a) Subject to the provisions of paragraph (b) of this section, the hours of operation and hours during which alcoholic beverages may be served shall be those permitted by District of Columbia law and applicable Alcoholic Beverage Control regulations.

(b) Notwithstanding paragraph (a) of this section, the Parties acknowledge that there exists a discrepancy in the records of the Board regarding the Applicant's legally permissible hours of operation, and further acknowledge that this Cooperative Agreement does not take precedence over any previous Board order. The Protestants hereby take no position on what legal hours of operation have previously been approved by the Board for the Applicant, but Applicant agrees to address the matter directly with the Board.

2. Capacity. The seating capacity for this establishment provided in its Certificate of Occupancy is 49. Total occupancy (seated and standing) shall not exceed the number permitted by the D.C. Fire Marshal and/or BOCA Code, as applicable.

3. Noise/Music/Dancing.

(a) 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 24 DCMR 905 and 20 DCMR 2800.

(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. In addition, Applicant agrees to close the front windows on its first floor by no later than 7:30 pm each night, and further agrees to replace the front windows on its second floor with a fixed pane window not capable of being opened.

(c) Applicant will not offer live music entertainment, and there shall be no music played on the roof.

4. Trash/garbage/rodents. Applicant shall maintain regular trash garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remain clean. 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 will make every reasonable effort to eliminate food sources for rodents and eliminate the rat population. In addition, Applicant will place a trash receptacle in front of the establishment no later than 10 pm each evening it is in operation and will remove said trash receptacle following the departure of its patrons from the area after closing.

5. Exterior including public space.

(a) 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. Applicant shall make every reasonable effort to (i) prevent or disperse loitering or any other source of noise or disturbance in the areas in front or to the rear of the premises during business hours and at closing, (ii) to cause patrons to leave those areas quietly at closing, and (iii) at all other times, to cause departing patrons to leave the vicinity promptly. (See also section 8 below.)

(b) Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the dumpster.

6. Items specific to establishment.

(a) Applicant agrees to require any bartender (or other employee serving drinks in the establishment) who has completed four months' employment to attend and successfully complete the "TIPS" Training program.

(b) Applicant agrees to inform its employees of the terms of this Agreement, a copy of which will be available on the premises and readily accessible for viewing by any person requesting it during business hours.

(c) Applicant agrees to maintain the exterior south-facing wall of its building in a graffiti-free condition by removing such graffiti and, if necessary, repainting such wall, at least once every six months.

7. Bar/Pub Crawls. Applicant agrees not to promote or participate in bar or pub "crawls", "tours", or similar events.

8. Consideration. Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees and patrons leaving the establishment to keep conversations and noise down from 11:00 PM to 7:00 AM. Applicant will post a sign or notice in a conspicuous location near its front door, with lettering of conspicuous size, encouraging departing patrons to be considerate of residential neighbors and to depart the area quickly and quietly.

9. 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. If Applicant desires to modify the terms of this Agreement, then prior to implementing the changes, Applicant shall receive written agreement from ANC 1C after a majority of Commissioners shall have voted in favor of changes at a full public meeting, a quorum being present.

10. Previous Agreements Superseded. Subject to the approval of the Board, this Cooperative Agreement supersedes any and all previous Voluntary or Cooperative Agreements between the Applicants and any of the Protestants, and all such previous Voluntary or Cooperative Agreements between the Parties are hereby declared null and void.

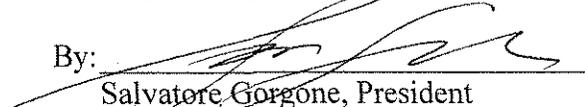
11. Regulations. In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations.

12. Withdrawal of Protest. Protestants agree to renewal of the license and the withdrawal of their respective protests *provided* that this Cooperative Agreement is incorporated into the Board's order granting the aforesaid Application, which order is thereby conditioned upon compliance with such Cooperative Agreement.

APPLICANT:

Salgon Corporation t/a Common Share

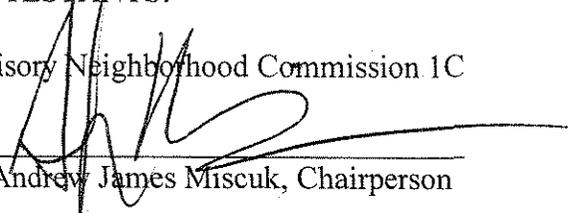
By:


Salvatore Gorgone, President
Its Authorized Representative

PROTESTANTS:

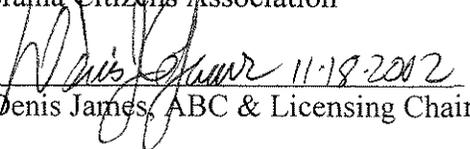
Advisory Neighborhood Commission 1C

By:

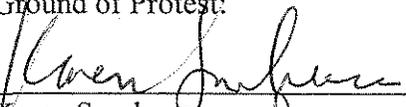

Andrew James Miscuk, Chairperson

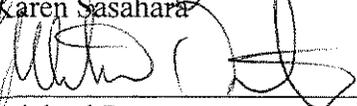
Kalorama Citizens Association

By:

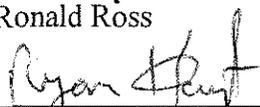

Denis James, ABC & Licensing Chair

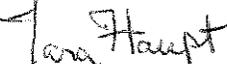
Individuals Sharing Common
Ground of Protest:


Karen Sasahara


Michael Ratney


Ronald Ross


Ryan Haupt


Tara Haupt


Martin Tarratt