

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

In the Matter of:)	
)	
Gebtri, Inc.)	
t/a Cedar Hill Bar & Grill/Uniontown Bar & Grill)	
)	
Application for Substantial Change)	
(Change of Entertainment Hours))	Case No. 14-PRO-00023
to a Retailer's Class CT License)	License No. ABRA-091887
)	Order No. 2014-268
at premises)	
2200 Martin Luther King Jr. Avenue, S.E.)	
Washington, D.C. 20020)	

Gebtri, Inc., t/a Cedar Hill Bar & Grill/Uniontown Bar & Grill (Applicant)

Barbara Clark, Chairperson, Advisory Neighborhood Commission (ANC) 8A

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Mike Silverstein, Member
Hector Rodriguez, Member
James Short, Member

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF PROTEST OF ANC 8A**

The Application filed by Gebtri, Inc., t/a Cedar Hill Bar & Grill/Uniontown Bar & Grill, for a Substantial Change to change its hours of entertainment, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on April 7, 2014, and a Protest Status Hearing on June 25, 2014, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 8A entered into a Settlement Agreement (Agreement), dated June 25, 2014, that governs the operation of the Applicant's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson Barbara Clark, on behalf of ANC 8A, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 8A of this Application.

Accordingly, it is this 25th day of June, 2014, **ORDERED** that:

1. The Application filed by Cedar Hill Bar & Grill/Uniontown Bar & Grill, for a Substantial Change to change its hours of entertainment, to its Retailer's Class CT License, located at 2200 Martin Luther King Jr. Avenue, S.E., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 8A in this matter is hereby **DISMISSED**;
3. The above-referenced Settlement Agreement submitted by the Parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modifications:

Section 2 – The second sentence shall be modified to read as follows: “Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall make architectural improvements to the property and take all necessary actions to ensure that music, noise and vibration from the establishment are not audible beyond the street curbside at any time.”

Section 10 (Camera) – The following sentence shall be included: “All surveillance footage shall be provided within 48 hours upon the request of MPD or ABRA's Enforcement Division.”

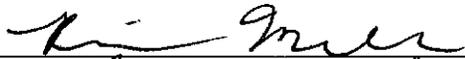
In the second to last full paragraph (not enumerated) – The second sentence shall be modified to read as follows: “Violation of this Cooperative Agreement by the Licensee or the Licensee's failure to implement measures called for in the Cooperative Agreement shall be considered just cause for the ANC or community to file a complaint with the ABC Board to initiate an investigation of the alleged violation pursuant to §25-447(a).”

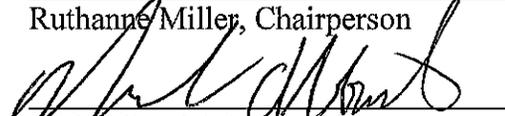
In the last full paragraph (not enumerated) – The second sentence shall be modified to read as follows: “ANC 8A agrees to provide written notice to Licensee and the opportunity to correct same prior to filing a complaint with the ABC Board to initiate an investigation of the alleged violation.”

The parties have agreed to these modifications.

4. Copies of this Order shall be sent to the Applicant and ANC 8A.

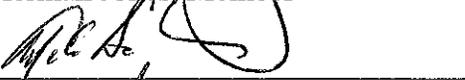
District of Columbia
Alcoholic Beverage Control Board

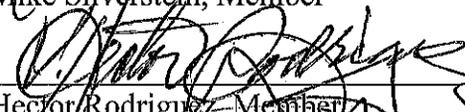

Ruthanne Miller, Chairperson

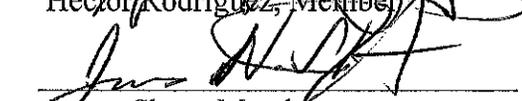

Nick Alberti, Member


Donald Brooks, Member


Herman Jones, Member


Mike Silverstein, Member


Hector Rodriguez, Member


James Short, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), any Party adversely affected by this Order may file a Motion for Reconsideration within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14th Street, N.W., Suite 400S, Washington, D.C. 20009.

Also, pursuant to section 11 of the District of Columbia Administrative Procedure Act, Pub. L. 90-614, 82 Stat. 1209, D.C. Official Code 2-510 (2001), and Rule 15 of the District of Columbia Court of Appeals, any party adversely affected has the right to appeal this Order by filing a petition for review, within thirty (30) days of the date of service of this Order, with the District of Columbia Court of Appeals, 500 Indiana Avenue, N.W., Washington, D.C. 20001. However, the timely filing of a Motion for Reconsideration pursuant to D.C. Official Code § 25-433, stays the time for filing a petition for review in the District of Columbia Court of Appeals until the Board rules on the motion. See D.C. App. Rule 15(b).

Cooperative Agreement
between
Advisory Neighborhood Commission 8A (ANC)
and

Cedar Hill Bar and Grill
(Licensee Trading as)

2200 Martin Luther King, Jr. Avenue S.E.
(Address)

Substantial Change of Hours
(Retail Class "C" Restaurant License #91887)

THIS AGREEMENT is entered into by and between Cedar Bar and Grill (hereafter referred to as "Licensee") and the following entity Advisory Neighborhood Commission (ANC), 8A (hereafter referred to as "Protestant"):

WHEREAS, Cedar Bar and Grill desires to obtain authorization from the District of Columbia Alcohol Beverage Regulation Administration (ABRA) for Substantial Change (Change of Hours, Entertainment and Endorsement) at the above-referenced premises; and

WHEREAS, the Licensee and ANC 8A have discussed the concerns of the community and have reached an understanding relating to the operation of the ABC licensed establishment as well as the level of cooperation that shall exist between the Applicant and the community.

WHEREAS, the Protestant seeks to assure the applicant's cooperation in maintaining the peace, order and quiet in and around the Applicant's business, as well as protect pedestrian safety;

NOW, THEREFORE, the Licensee agrees as follows:

1. **HOURS OF OPERATION.** The Licensee will not sell alcoholic beverages before or after ABC regulated hours of operation. The Licensee will comply with all the laws and regulations governing the operation of a Retailer's Class "C" Restaurant as applied for and approved by the District of Columbia in the name of the Licensee.

The Applicants hours of operation shall be as follows

Business Hours

Sunday - Thursday 11:00 – 2::00am

Friday – Saturday 11:00am – 3:00am

Entertainment Hours

Sunday - Thursday 11:00 – 1:00am

Friday – Saturday 11:00am – 3:00am

2. No objectionable noises, sounds, odors, or other conditions will be created by the Applicant. Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall make architectural improvements to the property and take all necessary actions to ensure that music, noise and vibration from the Establishment are not audible outside the establishment at any time. Applicant agrees to keep its doors and windows closed when music is being played at the establishment. However, it is understood by the parties that Applicant may open its window panels, and that music may be played at such times at a level not audible beyond the street curbside. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry or exit doors. The applicant will take all reasonable steps necessary to mitigate noise emanating from mechanical equipment associated with the applicant's operations (e.g., air conditioning unit, grease fan) -- including installing sound-mitigating insulating material around the equipment, if necessary -- to comply with D.C. regulations, prevent an increase in existing sound level conditions of the site, and abate noises objectionable to the residential neighbors.
3. **LOITERING.** The Licensee shall aggressively discourage loitering in the vicinity of the property, including the alley, and shall contact police when loiterers refuse to leave.
4. **LITTERING.** The Licensee will keep the "immediate environs" as defined in the D.C. Official Code, Title 25 section 24-726 Control of Litter, (a) the Licensee under a retailer's license shall take reasonable measure to ensure that immediate environs of the establishment adjacent to the alleys, sidewalks, or other public property immediately adjacent to the establishment, or other property used by the Licensee to conduct its business, are kept litter free, (b) the Licensee under a retailer's license shall comply with the Litter Control Expansion Act of 1987, effective October 9, 1987 (D.C. Law 7-38:23 DCMR 720).
5. **PUBLIC SPACE AND TRASH**
 - a. Applicant shall keep their entire property and the sidewalk (up to and including the curb), tree box(es), curb, and alley clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed.

b. Applicant shall ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and that no garbage is placed on the abutting property. Applicant shall ensure that no trash is placed outside the establishment other than in a fully-closed dumpster. Applicant shall ensure that the lids on all dumpsters are fully closed at all times. Applicant shall not place trash in its dumpster in any manner that would prevent the full closure of the dumpster. Applicant shall ensure that all dumpsters used are properly maintained and replaced when damaged.

c. Applicant shall ensure that all grease is placed in a secure well-maintained container inside the property where possible. Any grease leak shall be cleaned up promptly and all containers shall be properly maintained and replaced when damaged or leaking.

d. Applicant will ensure timely trash disposal that is the least disruptive to the neighbors. To that end, no glass shall be recycled or otherwise disposed after 10 p.m. or before 7 a.m. Any glass material needing to be recycled or otherwise disposed between 10 p.m and 7 a.m. shall be stored inside the Applicant's establishment until 7 a.m.

e. Commercial trash pickup in residential areas takes place between 7 a.m.-7 p.m. Applicant shall not allow for its trash to be picked up outside of those hours.

6. **RATS AND VERMIN CONTROL.** The Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract upon the request of the Board. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there are no garbage and odors present.
8. **GRAFFITI.** The Licensee will promptly (within 10 days) remove or paint over any graffiti on the exterior walls of property used by the Licensee to conduct business.
9. **PATRONS.** The Licensee will aggressively discourage patrons from consuming excessive amounts of alcoholic beverages to the point that the safety of other patrons, pedestrians and neighboring residents is compromised by practicing the following:
 - No patrons under the age of 21 will be sold or delivered an alcohol beverage.
 - The Licensee will not knowingly sell alcoholic beverages to an intoxicated person.
 - The Licensee will take all reasonable precautions to avoid the sales of alcoholic beverages in any form to anyone accompanying a person who has been denied service, if it appears that person is purchasing alcohol for that person who has been denied.

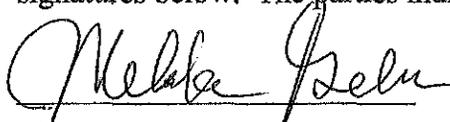
10. **CAMERA.** The Licensee will install and properly maintain at least one surveillance camera inside and outside of the property used by the Licensee to conduct business.
11. **Illegal ACTIVITIES AND PUBLIC NUISANCES.** The Licensee will contact the Metropolitan Police Department and report any and all unlawful activity conducted inside or observed outside of the property used by the Licensee to conduct business. In addition the Licensee will continuously monitor sidewalks its establishment, attempt to dispatch any persons who are consuming alcohol in the area, and notify the Metropolitan Police Department if those persons fail to disperse. The Applicant shall make no sales of single cigarettes, cigars, cigarette rolling papers, plastic bags or drug paraphernalia. The Applicant will discourage public consumption of alcoholic beverages, refraining from selling alcoholic beverages for consumption outside of the establishment.
12. **COOPERATION WITH COMMUNITY.** The Licensee agrees to work with the community to resolve problems brought to the attention of the Licensee. Specifically the Licensee agrees to respond within 14 days business days to any written complaint that is received from the ANC 8A and further agrees to document its reasonable efforts to respond to such written complaint.
13. The Licensee agrees to have a copy of this Cooperative Agreement available upon request at the location of the business.
14. In the event any provision of this Cooperative Agreement is deemed to be void, invalid or unenforceable that provisions shall be served from the remainder of this Cooperative Agreement so as not to cause the invalidity or unenforceability of the remainder of this Cooperative Agreement. All remaining provisions of this Cooperative Agreement shall then continue in full force and effect. If any provision shall be deemed invalid to scope or breadth permitted by law.
15. This agreement may be modified, superseded or void only upon the written and signed agreement of all parties. Further, the physical destruction or loss of this document shall not be constructed as a modification or termination of the Cooperative Agreement contained herein.
16. Each party acknowledges that he/she has had an adequate opportunity to read fully consider the terms of this Cooperative Agreement. The terms and conditions of this entire Cooperative Agreement are agreed and understood by the Licensee and the community of ANC 8A.
17. The Licensee is assured that the provisions of this agreement will be offered to other members of the Ward 8 Business Community (gas stations, deli's, vendors and Liquor Stores).

18. The Licensee acknowledges the provisions of this Cooperative Agreement will be fully enforced by the effective date.

The provisions of this Cooperative Agreement shall become part of the conditions of the ABC license and shall remain in force for the duration of renewal period of the license. Violation of this Cooperative Agreement by the Licensee or the Licensee's failure to implement measures called for in the Cooperatives Agreement shall be considered just cause for the ABC board to initiate a show cause hearing upon evidence that a licensee has violated the Cooperative Agreement. Upon a determination that the licensee has violated the Cooperative Agreement, the board shall penalize the Licensee according to the provisions set forth for violations of a license in Chapter S of the D. C. Official Code, Title 25.

Notwithstanding anything to the contrary herein, Licensee shall use reasonable efforts to control, litter, keep the property clean, maintain signs and placards as required, and monitor activities around the property as set in this agreement. ANC 8A agrees to provide written notice to Licensee and the opportunity to correct same prior to initiating a "show cause" hearing for such violation; provide however that no more than two notice shall be required in any 12 month period and, provide further that no other notice shall be deemed necessary for subsequent willful violations.

This agreement shall take effect once all parties to the agreement have fixed their signatures below. The parties indicate their consent to the Agreement:


Licensee Signature

2200 Martin Luther King Ave., SE

Washington, DC 20020

(202) 450-2536

MELAKE GEBRE
Print Name

6/25/2014
Date



Chairperson, ANC 8A

2100 Martin Luther King Ave., SE

Suite D

Washington, DC 20020

(202) 889-6600)

Barbara Clark
Print Name

6/25/14
Date