THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:	)	
	)	
Musings Corporation	)	
t/a Muzette	)	
	)	
Application for Substantial Change	)	Case No. 10-PRO-00064
to Retailer's Class CR License	)	License No. ABRA-082921
at premises	)	Order No. 2010-529
2305 18th Street, N.W.	)	
Washington, D.C. 20009	)	
	)	

Musings Corporation, t/a Muzette ("Applicant")

M. Mindy Moretti, on behalf of Advisory Neighborhood Commission (ANC) 1C

Denis James, President, Kalorama Citizens Association (KCA) ("Protestant")

Roberto Massarin, Giuseppe Mele, Henry Townsend, Theodora Danylevich, Sally Hamidi, and Arvydas Mamishnikis ("Individual Protestants")

BEFORE: Charles Brodsky, Chairperson
Mital M. Gandhi, Member
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Calvin Nophlin, Member
Mike Silverstein, Member

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWAL OF PROTEST

The official records of the Alcoholic Beverage Control Board (Board) reflect that Musings Corporation, t/a Muzette (Applicant), has submitted an Application for a Substantial Change to its Retailer's Class CR License located at 2305 18th Street, N.W., Washington D.C. The Applicant; ANC 1C; Denis James, on behalf of KCA; Roberto Massarin; Giuseppe Mele; Henry Townsend; Theodora Danylevich; Sally Hamidi; and Arvydas Mamishnikis; have entered into a Voluntary Agreement, dated November 8, 2010, setting forth the terms and conditions that govern 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; ANC 1C; Denis James, on behalf of KCA; Roberto Massarin; Giuseppe Mele; Henry Townsend; Theodora Danylevich; Sally Hamidi; and Arvydas Mamishnikis; are signatories to the Agreement. This Agreement also constitutes a withdrawal of the Protest filed by KCA of this Application.

Accordingly, it is this 10th day of November 2010, **ORDERED** that:

1. The Application filed by Musings Corporation, t/a Muzette (Applicant), for Substantial Change to Retailer's Class CR License located at 2305 18th Street, N.W., Washington, D.C., is **GRANTED**;

2. The Protest of KCA in this matter is hereby **WITHDRAWN**;

3. The above-referenced Voluntary Agreement submitted by the Parties to govern the operations of the Applicant's establishment are **APPROVED** and **INCORPORATED** as part of this Order; and

4. Copies of this Order shall be sent to the Applicant; ANC 1C; Denis James, on behalf of KCA; Roberto Massarin; Giuseppe Mele; Henry Townsend; Theodora Danylevich; Sally Hamidi; and Arvydas Mamishnikis.

District of Columbia
Alcoholic Beverage Control Board

Charles Brodsky, Chairperson

Mital M. Gandhi, Member

Nick Alberti, Member

Donald Brooks, Member

Herman Jones, Member

Calvin Nophlin, Member

Mike Silverstein, 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, 1250 U Street, N.W., Third Floor, Washington, DC 20009.

COOPERATIVE AGREEMENT CONCERNING SUBSTANTIAL CHANGE OF ABC LICENSE FOR SALE OF ALCOHOLIC BEVERAGES

AGREEMENT, made and entered into this 8th day of November, 2010, by and between the following Parties: Musings Corporation, trading as Muzette (hereinafter the "Applicant") Advisory Neighborhood Commission 1C (hereinafter ANC 1C) the Kalorama Citizens Association (hereinafter the "KCA") and Theodora Danylevich, Sally Hamidi, Arvydas Mamishnikis, Roberto Massarin, Giuseppe Mele, and Henry Townsend, (hereinafter, collectively, the "parties").

Whereas, Applicant has filed a request with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board") for a substantial change to allow Karaoke in nine (9) individual rooms at the establishment under an Entertainment Endorsement for ABC CR-01 license No. 082921, located at:
Basement Level, 2305 18th Street, NW Washington, DC 20009.

Whereas, the establishment falls within the boundaries of ANC 1C, and

Whereas, the KCA's membership boundaries include the establishment and much of the affected area, and the KCA has members within the affected area, and

Whereas, Roberto Massarin, Giuseppe Mele and Henry Townsend are separate abutting property owners, and

Upon approval by the ABC Board, this Agreement shall replace and render null and void the previous agreements between ANC 1C, the KCA, and the Applicant.
Now, therefore, the parties agree to the substantial change of the license allowing an Entertainment Endorsement for Karaoke at the establishment, provided the Applicant abides by the following conditions:

1. Operation

A.) The Applicant shall make every effort to sell and serve food. Such efforts include the following agreements that Applicant shall:

(1) Maintain a kitchen, kitchen staff, and the supplies and equipment necessary for the daily preparation and service of fresh prepared food menu items such as appetizers, entrees, desserts, etc.
(2) Shall be open from at least 5 p.m. to 12:00 midnight for the service of dinner, Sunday through Thursday and 5:00 pm to 1:00 am, Fridays and Saturdays.
(a) Offer a full food menu until at least two (2) hours prior to closing.
(b) Promotes food sales inside of the establishment by offering menus to patrons, and menu displays at tables and seating areas which shall feature food items and may also feature alcohol products.
(c) Use exterior advertising to the public that emphasizes food and does not primarily advertise drink specials.
(d) In all advertisements for the establishment, feature food.

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DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE
REGULATION ADMINISTRATION

(e) Offer food service during all hours of operation. Applicant may feature a "Late Night Menu" for food service during the last 2 hours of operation each night.
(f) Applicant shall always have food available and shall make every reasonable effort to emphasize its availability to patrons.

B.) Additional Operational Provisions

(a) Applicant agrees that there will be no cover charge. This provision shall not apply to New Year's Eve or to fundraisers, where the establishment may sell tickets in advance, or at the door.
(b) Applicant agrees to operate the establishment under the terms of its license and will not rent out the establishment to third parties where the owner or manager is not present, or otherwise give over control of the establishment to another party.
(c) Applicant agrees to not place or cause to be placed any fliers, handbills, or other similar advertisement in the public space, specifically on lampposts, street signs or any vehicle parked in the public space.
(d) Applicant agrees to not prop open the doors of the establishment during hours of operation.
(e) Applicant agrees to respect the shared entryway to the neighboring business so that its customers are able to freely use that entryway by not stationing a doorman, bouncer or security personnel outside on the sidewalk. Additionally, Applicant agrees to perform ID checks inside the establishment. Applicant agrees to not use the side door on Kalorama Road for patron entry or exit except in case of fire or similar emergency.

2. Hours

a.) The hours of operation shall be:

Sunday through Thursday	11:00 am until 2:00 am
Friday & Saturday	11:00 am until 3:00 am

Last call will be announced ½ hour prior to closing, each night of operation. All alcohol shall be removed from service areas and all patrons shall exit the establishment by the closing hours listed above.

b.) Prior to the execution of this agreement, the opening hours were later for each day of operation. Applicant agrees to file an amended application with the Board reflecting the earlier hours shown in this agreement.

c.) The signatories to this Voluntary Agreement are willing to consider, after one year of operation with no noise complaints resulting in a finding of violation of the noise provisions of either Title 25, 23 DCMR, or this Voluntary Agreement, by the ABC Board, the extension of the Applicant's hours of operation to include the so-called "Holiday Hours" whereby a licensee may operate one hour later on the night before a District and Federal Holiday, but never later than 3:00 am.

The signatories agree that they, or their representatives, shall meet, consider, and discuss this question in good faith, but that in so agreeing, there is at the time of initial submittal of this agreement, no guarantee as to the outcome of such meeting and discussions.

For the purposes of this section, the period of operation with no noise complaints resulting in a finding of violation shall commence on January 1, 2011 and end on December 31, 2011.

3. Occupancy

Allowable occupancy for the establishment is as follows:
Basement: There shall never be more than 82 patrons in the establishment, in accordance with the Certificate of Occupancy.
The parties to this agreement have no objection to an increase of the allowable occupancy for the establishment increasing from the number stated above, to that of the maximum number allowed in current law under a CR-01 ABC license, provided Applicant secures required permissions for increased occupancy in the form of a revised Certificate of Occupancy from the District Department of Consumer and Regulatory Affairs and the approval of the ABC Board.

4. Noise/Music

Applicant acknowledges familiarity with and will comply with all applicable noise-control provisions of District of Columbia law and regulations, including;
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. Applicant may open windows on the Kalorama Road side of the restaurant from opening until 7:00 pm, provided no Karaoke rooms are in operation. Should any karaoke room be in operation, windows shall be closed.
c.) Noise from inside will not be audible at surrounding residences.
d.) Applicant agrees to not place outside in the public space 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.
e.) Applicant agrees that sound generated in the establishment will not be of an intensity that would disturb the commercial tenants on the first floor.

5. Entertainment Endorsement

a.) There shall be no live music, dancing or DJ performances at the establishment, ***with the exception of karaoke.***
b.) There shall be no cover charge for entry to the establishment, with the exception that the Applicant may charge for tickets for New Year's Eve at the restaurant, to fundraisers for charitable events, and for political fundraisers.
c.) The parties agree that the Applicant may charge a fee for the use of the Karaoke facilities, and that such a fee shall not be considered a "cover charge".
d.) There shall be no Karaoke machine or performances, or group sing-alongs in the open dining area or the bar area of the establishment. All Karaoke activities will take place

only in the nine (9) private rooms.

6. Trash/garbage/rodent control

a.) 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 remains 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 to help eliminate the rat population.

b.) Applicant agrees to segregate and recycle bottles, cardboard, plastics and cans apart from trash as required by DC law, and agrees not to place bottles and cans in the outside containers between the hours of 11:00 pm and 8:00 am.

c.) 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 trash dumpsters. Applicant agrees to provide a copy of its contract with an oil/grease recycler to the Board. Upon request to the Board, a signatory to this agreement may be informed as to whether such a contract is in place.

7. 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.

b.) Applicant shall make every reasonable effort, including the posting of signs outside, to prevent or disperse loitering or any other source of noise or disturbance in the areas in front or to the rear, or side of the premises during business hours and at closing, and to cause patrons to leave those areas quietly at closing.

8. Bar/Pub Crawls

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

9. Consideration

a.)Applicant shall 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 to a minimum between the hours of 11:00 PM to 8:00 AM. This can be done verbally by staff, and by signage near the door. Signage shall contain the message: "Please respect the peace and quiet of neighboring residents when leaving this restaurant. Please do not congregate outside the restaurant or the front porch of this building."

b.) Applicant shall not employ a "hawker" or "barker" to entice customers into the establishment.

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 1C, any modification

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

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

12. Incorporaton Of Order
The parties agree to the Applicant's request for an Entertainment Endorsement for this establishment, ***provided*** that this Cooperative Agreement is incorporated into the Board's order granting the aforesaid request, which order is thereby conditioned upon compliance with such Cooperative Agreement.

13. Availability of Cooperative 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.

For Musings Corporation, t/a Muzette:

11/8/10
Signature Date

Stephanie Lee
By: Please print name

General Manager
Title

For ANC 1C:

11-8-10
Signature Date

M. Mindy Moretti
By: Please print name

11-8-2010
For KCA Date
Denis James, President

2010 NOV 8th
Roberto Massarin Date

Giuseppe Mele Date

11/8/2010
Henry Townsend Date

11/9/10
Theodora Danyleyich Date

11/9/10
Sally Hamidi Date

11/8/2010
Arvydas Mamishnikis Date

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For Musings Corporation, t/a Muzette:

11/08/10

Signature Date

Stephanie Lee

By: Please print name

General Manager

Title

For ANC 1C:

Signature Date

By: Please print name

11-08-2010

For KCA Date

Denis James, President

8 Nov 2010

Roberto Massarin Date

Giuseppe Mele Date

11/8/2010

Henry Townsend Date

11/9/10

Theodora Danylevich Date

11/9/10

Sally Hamidi Date

11/8/2010

Arvydas Mamishnikis Date

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RECORDS OF COLUMBIA
ALCOHOLIC BEVERAGE AGE
DISTRICT OF COLUMBIA

KALORAMA CITIZENS ASSOCIATION

DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE
CONTROL ADMINISTRATION

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RECD BY

November 9, 2010

Mr. Charles Brodsky, Chairman
DC Alcoholic Beverage Control Board
1250 U Street, NW, 3rd Floor
Washington, DC 20009

Dear Chairman Brodsky,

The Kalorama Citizens Association has worked with ABRA staff, the Applicant for Muzette, ANC 1C, and the other signatories, and today are pleased to re-submit the attached voluntary agreement for Board consideration Wednesday, November 10, 2010.

Our over-riding concern is that Muzette be able to operate as soon as reasonably possible.

Sincerely,

Denis James
(202) 232-8829

Denis James □ President
Bob Ellsworth □ Vice President
Ted Guthrie □ Secretary
Leslie Delagran □ Treasurer
Bill O'Field □ Delegate, Federation Citizens Associations
Joyce Douglas □ Delegate, Federation of Civic Associations

Founded 1919

P.O. Box 21311
Kalorama Station
Washington, DC 20009