

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

<b>In the Matter of:</b>	)	
	)	
2323 Restaurant on 18 <sup>th</sup> , LLC	)	
t/a The Town Tavern	)	
	)	
Petition to	)	
Terminate a Voluntary Agreement	)	Case No. 10-PRO-00177
for a Retailer's Class CT License	)	License No. ABRA-079996
	)	Order No. 2011-208
at premises	)	
2323 18 <sup>th</sup> Street, N.W.	)	
Washington, D.C. 20009	)	
	)	

2323 Restaurant on 18<sup>th</sup>, LLC, t/a The Town Tavern (Petitioner)

Olivier Kamanda, Commissioner, on behalf of Advisory Neighborhood Commission (ANC) 1C

Denis James, on behalf of Kalorama Citizens Association (KCA)

**BEFORE:** Nick Alberti, Interim Chairperson  
Donald Brooks, Member  
Herman Jones, Member  
Calvin Nophlin, Member  
Mike Silverstein, Member

**ORDER ON REPLACEMENT COOPERATIVE AGREEMENT AND  
WITHDRAWAL OF PROTESTS**

The official records of the Alcoholic Beverage Control Board (Board) reflect that 2323 Restaurant on 18<sup>th</sup>, LLC, t/a The Town Tavern (Petitioner), has submitted a Petition to Terminate a Voluntary Agreement for its Retailer's Class CT License located at 2323 18<sup>th</sup> Street, N.W., Washington D.C., having been protested, came before the Board for a Roll Call Hearing on January 3, 2011 and a Protest Status Hearing on February 23, 2011, in accordance with D.C. Official Code § 25-601 (2001). The Protest Hearing was rescheduled for May 11, 2011.

The Petitioner, ANC 1C, and KCA entered into a Replacement Cooperative Agreement (Agreement), dated April 6, 2011, setting forth the terms and conditions that govern the operation of the Petitioner's establishment. This matter comes now before the Board to consider the Parties' Agreement, dated April 6, 2011, in accordance with D.C. Official Code § 25-446 (2001).

The official records of the Board reflect that the Parties have agreed to replace any previous Voluntary Agreements and the Petitioner; Commissioner Olivier Kamanda, on behalf of ANC 1C; and Denis James, on behalf of KCA, are signatories to the Agreement. The Agreement has been reduced to writing and has been properly executed and filed with the Board.

This Agreement also constitutes a withdrawal of the Protests filed by ANC 1C and KCA.

Accordingly, it is this 7<sup>th</sup> day of July 2011, **ORDERED** that:

1. The Protests of ANC 1C and KCA in this matter are hereby **WITHDRAWN**;
2. The above-referenced Replacement Cooperative Agreement submitted by the Petitioner, ANC 1C, and KCA to govern the operations of the Petitioner's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modifications:

Section 1 (Operation) – The following language shall be removed:  
“Applicant agrees not to seek a license class change to CN or DN.”

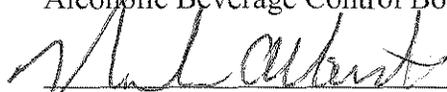
Section 3 (Capacity) – The following language shall be modified as follows: “Applicant shall not change the current inside capacity of 131 without prior consultation with ANC 1C and KCA and approval by the Board.”

The parties have agreed to these modifications.

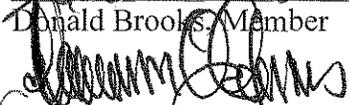
3. Copies of this Order shall be sent to the Petitioner, ANC 1C, and KCA.

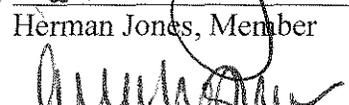
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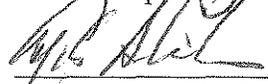
District of Columbia  
Alcoholic Beverage Control Board

  
\_\_\_\_\_  
Nick Alberti, Interim Chairperson

  
\_\_\_\_\_  
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, 2000 14<sup>th</sup> Street, N.W., Suite 400S, Washington, DC 20009.

DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE  
CONTROL BOARD

**REPLACEMENT  
COOPERATIVE AGREEMENT**

2011 APR 20 P 4: 32

~~RECITALS~~ THIS AGREEMENT is made and entered into this 6th day of April, 2011, by and between 2323 Restaurant on 18th, LLC, trading as The Town Tavern (hereinafter the "Applicant"), the Advisory Neighborhood Commission 1C (hereinafter "ANC 1C"), and the Kalorama Citizens Association (hereinafter the "KCA").

**RECITALS**

WHEREAS, the Applicant operates the establishment known as The Town Tavern 2323 18TH Street, N.W., Washington, D.C. 20009 pursuant to a Retailer's Class "CT" license ("Establishment");

WHEREAS, the Establishment is within the boundaries of the ANC 1C and the membership boundaries of the KCA;

WHEREAS, the Parties entered into various Cooperative Agreements in 2000, 2002, and 2005 commemorating certain understandings regarding the operational plans for the Establishment (collectively such agreements are hereinafter referred to as "Original Agreement");

WHEREAS, the Applicant has initiated case number 10-PRO-000177 with the Alcoholic Beverage Control Board for the purpose of terminating the Original Agreement ("ABRA Case");

WHEREAS, the ANC 1C and KCA oppose the termination of the Original Agreement and have filed protests in the ABRA Case, and

WHEREAS, the Parties desire to replace the Original Agreement with this Agreement and resolve the ABRA case.

NOW, THEREFORE, in consideration of the premises above recited, and the mutual covenants and undertakings set forth below, the Parties agree as follows:

1. Operation

The kitchen shall be maintained and operational, with the necessary staffing and food supplies on hand to fulfill orders from its menu, at all times when the establishment is open for business, up to 4 hours before closing. After the kitchen closes, Applicant shall allow patrons to bring in food from outside sources at the Manager's discretion.

Applicant shall maintain a menu featuring, but not limited to, a selection of hot, cooked food items, such as: hamburgers, chicken dishes, pizza, etc., as well as such cold items as

salads and sandwiches. Menus will be offered to patrons and tables will display menu "table tents" or menus.

After 6:00 pm, no person under the age of 21 years will be permitted in the establishment. Patrons under the age of 21 with parents or guardians who have placed orders prior to 6:00 pm will be allowed to remain in the establishment until their parties' food and drinks are completed.

Applicant agrees to provide Alcohol Awareness Training for all servers of alcoholic beverages who have been employed at the establishment for 90 days.

Applicant agrees to not seek license class change to CN or DN.

## 2. Premises

Applicant agrees to maintain the first floor kitchen and basement level food prep/storage spaces at approximately the size they are at the time of the signing of this agreement.

Applicant agrees to do its part to keep the space in front of the establishment free of litter, trash, snow and ice.

## 3. Capacity

Applicant shall not change the current inside capacity of 131 without prior consultation with ANC IC and KCA.

Sidewalk Café Capacity: 22

## 4. Last Call and Sidewalk Cafe

Applicant agrees to announce last call ½ hour before the close of business each day of operation.

Hours for Sidewalk Café/Summer Garden:

Sunday through Thursday: 12:00 noon until 2:00 am

Friday and Saturday: 12:00 noon until 3:00 am

## 5. Noise and Music

a) The 2nd floor 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. First floor rear windows will be kept closed at all times when the kitchen is not in operation. First floor doors may remain open until 12:00 midnight. After midnight, the doors will remain shut until closing time, except when persons are in the act of using the door for ingress to or egress from the premises.

b) Music from inside will not be audible at surrounding residential housing areas.

c) Applicant agrees not to place outside any loudspeaker, tape player, CD player, television or other mechanical source of sound or noise, or to place any inside speaker in such a way that it projects sound into the public space sidewalk café/summer garden.

d) Applicant agrees to continue the use of limiters (or other similar types of devices) currently in place on the establishment's sound system.

6) Trash/Garbage/Oils/Recycling

- a) Applicant shall maintain regular trash/garbage removal service with frequency sufficient to ensure that dumpsters/cans never overflow, regularly remove trash from the trash area, and see that the trash area remains clean by regular sweeping and hosing, when weather permits. Applicant shall see that dumpster covers fit properly and remain 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 bottles (and recycle, cans and cardboard in accordance with DC Law 7-226) from trash and agrees there will be no loud dumping of bottles, or 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. Applicant agrees to hold recycling inside overnight, starting at 11:00 pm to reduce noise disturbance in the alley. No trash, waste or recycling of any kind will ever be left on the ground. After closing, Applicant may dispose, all at one time, of remaining non-recyclable bags of trash, in a quiet manner. Applicant will arrange with trash hauler to maintain a dumpster with a plastic lid to help reduce late-night noise when filling dumpster.
- c) 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.

7. Miscellaneous

- a) Applicant agrees to operate the establishment under the terms of its license and will not rent out, or otherwise make available the establishment to third parties for events where the owner or manager is not present and managing the business.
- b) 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. Nothing herein shall prevent Applicant from handing out fliers to customers.

8. Bar/Pub Crawls

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

9. 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 to a minimum.

10. Final Agreement and Modification

This agreement amends and supersedes the Original Agreement and any other prior agreements between the Parties, and shall constitute the only agreement between the Parties, except to the extent it is subsequently modified by the Parties. For purposes of DC Official Code Section §25-446(d)(2)(B), the date of the ABC Board's approval of this agreement shall be considered its initial approval of this Agreement and shall commence the applicable period.

11. Availability of Cooperative Agreement

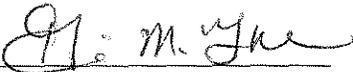
Applicant agrees to keep available at all times a copy of this Agreement at the establishment and shall familiarize all employees with its conditions.

12. Withdrawal of Protest

ANC 1C and KCA withdraw their protests, provided that this Agreement is incorporated into the Board's Order approving the Agreement, which order is thereby conditioned upon compliance with such Agreement,

Applicant

2323 Restaurant on 18th, LLC  
t/a The Town Tavern

By: 

Name: Gracie M. Lhee

Title: General manager

Date: 04/06/11

Other Parties

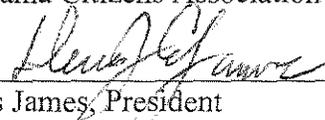
ANC 1C

By: 

Olivier Kamanda  
ABC & Public Safety Chairman

Date: 4/6/2011

Kalorama Citizens Association

By: 

Denis James, President

Date: 4-6-2011