

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

_____)
In the Matter of:)
)
Meritage, LLC)
t/a Blue Ridge)
)
Holder of a)
Retailer’s Class CR License) License No. ABRA-079348
) Order No. 2010-588
)
at premises)
2340 Wisconsin Avenue, N.W.)
Washington, D.C. 20007)
_____)

Meritage, LLC, t/a Blue Ridge (“Applicant”)

Melisa J. Lane, Chairperson, Advisory Neighborhood Commission (“ANC”) 3B

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

The official records of the Alcoholic Control Board (Board) reflect that Meritage, LLC, t/a Blue Ridge, holder of a Retailer’s Class CR License, located at 2340 Wisconsin Avenue, N.W., Washington, D.C. and Melisa J. Lane, Chairperson, on behalf of ANC 3B, have entered into a Voluntary Agreement (Agreement), dated November 18, 2010, 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 and Melisa J. Lane, Chairperson, on behalf of ANC 3B, are signatories to the Agreement.

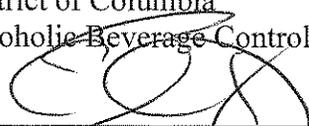
Meritage, LLC
t/a Blue Ridge
License No. ABRA-079348
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Accordingly, it is this 1st day of December 2010, **ORDERED** that:

1. The above-referenced Voluntary Agreements submitted by the Applicant and ANC 3B to govern the operations of the Applicant's establishment are **APPROVED** and **INCORPORATED** as part of this Order; and
2. Copies of this Order shall be sent to the Applicant and ANC 3B.

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District of Columbia
Alcoholic Beverage Control Board



Charles Brodsky, Chairperson



Mital M. Gandhi, Member



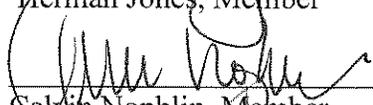
Nick Alberti, Member



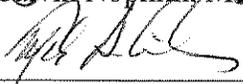
Donald Brooks, Member



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.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
ADVISORY NEIGHBORHOOD COMMISSION 3B
GLOVER PARK AND CATHEDRAL HEIGHTS



VOLUNTARY AGREEMENT

This is an agreement between Meritage LLC t/a Blue Ridge (hereafter “Blue Ridge”) holder of a Class CR alcoholic beverage license (ABRA license #079348) for its premises at 2340 Wisconsin Avenue, N.W, and Advisory Neighborhood Commission 3B (hereafter “ANC3B”).

Blue Ridge and ANC3B wish to amicably agree to the following terms of a Voluntary Agreement listed hereafter. This Agreement is intended replace the Voluntary Agreement currently attached to the license that had been negotiated with the previous owner of the license. This Agreement more accurately reflects the nature of the business being conducted by Blue Ridge.

It is therefore agreed between Blue Ridge and ANC3B:

1. Blue Ridge agrees that the second floor outside deck will be closed at midnight, Sunday through Saturday. No one will be permitted on the deck after that time, including smokers.
2. Blue Ridge commits to maintaining neighbor-friendly noise levels both downstairs and upstairs, inside and outside, front and back, and will provide its managers and wait staff with strategies for noise control and instruct them to deal promptly with any and all instances of excessive noise.

PO BOX 32312 WASHINGTON, D.C. 20007 (202) 338-2969; FAX (202) 338-8654; E-MAIL ANC3B@AOL.COM
[HTTP://WWW.DCNET.COM/ANC/3B](http://WWW.DCNET.COM/ANC/3B)

3B01
N. GLOVER PARK
KATHLEEN W. FJORILLO
SECRETARY

3B02
E. GLOVER PARK
JACKIE BLUMENTHAL

3B03
W. GLOVER PARK
MELISSA J. LANE
CHAIR

3B04
CATHEDRAL HEIGHTS
HORACE KREITZMAN
VICE CHAIR

3B05
S. GLOVER PARK
BRIAN A. COHEN
TREASURER

- 2.a. Excessive noise is defined as noise that causes neighbors to complain because it is disrupting the peace and quiet inside their homes, or noise that any reasonable person would recognize as not neighbor-friendly.
- 2.b. Blue Ridge further agrees to use additional staff and/or security personnel on busy nights to help control noise levels and, when appropriate, to caution patrons to be respectful of the neighborhood when exiting the establishment.
3. Blue Ridge agrees to seek an entertainment endorsement for any live music performances it plans if the entertainment is scheduled after 6:30 p.m., as required by the regulations governing its liquor license. Other than that requirement, nothing in this Agreement prevents Blue Ridge from offering background music, live or recorded, inside its premises for the enjoyment of its patrons.
4. No live music performances will take place outside on either the back or front patios. Blue Ridge further agrees not to place any speakers or other sound-transmitting equipment on its front outside space and will not add any speakers or amplification equipment to the rear patio. The existing speakers on the back patio are permitted under this Agreement but are subject to renegotiation should neighbors complain.
5. Blue Ridge agrees that no one will operate on its premises any separate club, venue, or recurring event such as Hero Bar, which was inconsistent with Blue Ridge's operating model. This restriction does not apply to marketing devices such as happy hours or other promotions that are practiced by other licensed establishments in Glover Park.
- 5.a. Blue Ridge agrees to exclude from its promotions any flat-fee, all-you-can-drink offers unless such offers are made in connection with any special, seated dinners or other seated meal promotions.

6. Blue Ridge agrees to notify the ANC of any private events that may affect the neighborhood with regard to traffic or parking, and to plan ahead with valet or other options to minimize any disruptions. Blue Ridge further agrees that noise from any such larger-than-usual events will be managed so as not to disturb the neighborhood. Blue Ridge understands that it cannot exceed its licensed seating capacity for such events.

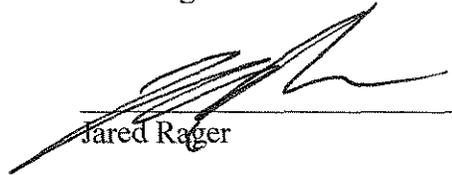
The provisions of this Agreement shall become part of the conditions of Blue Ridge's license and shall remain in force upon renewal or transfer of the license. Violations of this Agreement by Blue Ridge shall provide just cause for the ABC Board to issue an order requiring Blue Ridge to show cause why its license should not be suspended or revoked.

Hereby agreed to:

For the Applicant:



Eli Hengst



Jared Rager

For the Commission:



Melissa J. Lane, Chairman

Dated: 11/18/10