

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

In the Matter of:)	
2408 Wisconsin Avenue, LLC)	
t/a Mason Inn)	
Application for Substantial Change (Summer Garden))	Case No. 13-PRO-00002
to a Retailer's Class CT License)	License No. ABRA-079644
at premises)	Order No. 2013-313
2408 Wisconsin Avenue, N.W.)	
Washington, D.C. 20007)	

2408 Wisconsin Avenue, LLC, t/a Mason Inn (Applicant)

Brian A. Cohen, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 3B

Catherine S. May, Commissioner, on behalf of Advisory Neighborhood Commission (ANC) 3C

Sheila Meehan, President, Glover Park Citizens Association (GPCA)

Milton J. Grossman, Esq., on behalf of A Group of Five or More Individuals

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Mike Silverstein, Member

**ORDER ON AMENDMENT TO SETTLEMENT AGREEMENT AND
WITHDRAWAL OF PROTESTS**

The Application filed by 2408 Wisconsin Avenue, LLC, t/a Mason Inn, for a Substantial Change to include a new summer garden with 48 seats, to its Retailer's Class CT License, having been protested, came before the Alcoholic Beverage Control Board

2408 Wisconsin Avenue, LLC
t/a Mason Inn
Case No. 13-PRO-00002
License No. ABRA-079644
Page 2

(Board) for a Roll Call Hearing on February 11, 2013 and a Protest Status Hearing on March 20, 2013, in accordance with D.C. Official Code § 25-601 (2001). The Protest Hearing was scheduled for June 19, 2013.

The official records of the Board reflect that a previous holder of a license for the premises and ANC 3B entered into a Settlement Agreement dated November 12, 2009 (Agreement), and it was approved by the Board on December 9, 2009. The Applicant, as the current holder of the ABC-license, is required to comply with the terms of the Agreement, dated November 12, 2009, that governs the operation of the Applicant's establishment. This matter comes now before the Board to consider the Parties' Amendment to Settlement Agreement (Amendment), dated June 3, 2013, in accordance with D.C. Official Code § 25-446 (2001).

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Brian A. Cohen, on behalf of ANC 3B, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 3B of this Application.

On June 5, 2013, ANC 3C, GCPA, and the Group of Five or More Individuals submitted correspondence indicating that the ANC 3C, GCPA, and the Group of Five or More Individuals were withdrawing their protest in this matter.

Accordingly, it is this 26th day of June, 2013, **ORDERED** that:

1. The Application filed by 2408 Wisconsin Avenue, LLC, t/a Mason Inn, for a Substantial Change to include a new summer garden with 48 seats, to its Retailer's Class CT License, located at 2408 Wisconsin Avenue, N.W., Washington, D.C., is **GRANTED**;
2. The Protests of ANC 3B, ANC 3C, GCPA, and the Group of Five or More Individuals in this matter are hereby **DISMISSED**;
3. The above-referenced Amendment to Settlement Agreement, dated June 3, 2013, submitted by the Applicant and ANC 3B to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

2408 Wisconsin Avenue, LLC
t/a Mason Inn
Case No. 13-PRO-00002
License No. ABRA-079644
Page 3

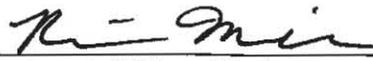
Last paragraph – The following language shall be removed: “Upon approval of this Settlement Agreement by the Alcoholic Beverage Control Board, all parties to the protest of Mason Inn’s application for a summer garden will withdraw their protest.”

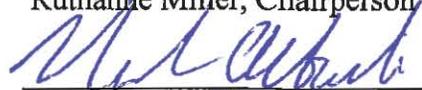
The Applicant and ANC 3B have agreed to this modification.

4. All terms and conditions of the original Agreement, not amended by the Amendment, shall remain in full force and effect; and
5. Copies of this Order shall be sent to the Applicant, ANC 3B, ANC 3C, GPCA, and Milton J. Grossman, on behalf of the Group of Five or More Individuals.

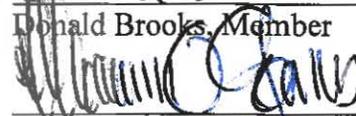
2408 Wisconsin Avenue, LLC
t/a Mason Inn
Case No. 13-PRO-00002
License No. ABRA-079644
Page 4

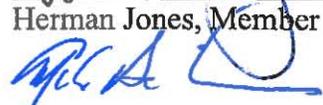
District of Columbia
Alcoholic Beverage Control Board


Ruthanne Miller, Chairperson


Nick Alberti, Member


Donald Brooks, Member


Herman Jones, Member


Mike Silverstein, Member

Pursuant to D.C. Official Code § 25-433, 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 14th Street, N.W., Suite 400S, Washington, DC 20009.

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



DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE
REGULATION AND ENFORCEMENT

2013 JUN -3 A 11:57

SETTLEMENT AGREEMENT ADDENDUM
2408 Wisconsin Avenue LLC t/a Mason Inn ABRA Lic. #079644

This is an agreement between 2408 Wisconsin Avenue, LLC trading as Mason Inn (hereafter "Mason Inn") holder of a Class CT alcoholic beverage license (ABRA license #079644) for its premises at 2408 Wisconsin Avenue, N.W., and Advisory Neighborhood Commission 3B (hereafter "ANC3B"). This Agreement settles the joint protest by ANC3B, ANC3C, Glover Park Citizens' Association, and a Group of 19 Residents against Mason Inn's application for a summer garden.

ANC3B requests that the following terms of this Settlement Agreement be accepted by the Alcoholic Beverage Control Board as an addendum to the Voluntary Agreement dated November 12, 2009, which is attached to Mason Inn's liquor license.

It is agreed between Mason Inn and ANC3B, on behalf of all protestants:

1. CONSTRUCTION OF THE ROOF DECK.

(A) The construction of the roof deck will follow the architectural plans of Studio 3877 as revised in June 2013 to reflect the terms of this Agreement and which are attached to this Agreement. At the rear of the roof deck, Mason Inn will construct connecting sound-blocking walls on the west, north, and south sides. Each wall will meet a Sound Transmission Class (STC) rating of Forty (40). The height of each wall must be equal to the southeast corner eave of the roof of 2407 37th Street NW. Along the north side the wall will extend eastward at least far enough to enclose the bar seating area and will abut the side wall of the building at 2412 Wisconsin Avenue without any open space. The wall on the south side will

P.O. BOX 32312 WASHINGTON, D.C. 20007 PHONE: (202) 338-2969 EMAIL: INFO@ANC3B.ORG

3B01	3B02	3B03	3B04	3B05
N. GLOVER PARK	E. GLOVER PARK	W. GLOVER PARK	CATHEDRAL HEIGHTS	S. GLOVER PARK
JOE FIORILLO	JACKIE BLUMENTHAL	CHARLES FULWOOD	MARY C. YOUNG	BRIAN A. COHEN

extend eastward at least far enough to enclose the bar seating area and will abut the side wall of the building at 2404 Wisconsin Avenue without any open space.

(B) The stairway from inside leading up to the roof deck must have a door at the bottom and a door at the top; each door must be soundproofed so no noise from inside escapes. Any door(s) in the new rear wall of the deck must also be effectively soundproofed. All doors connecting to the roof deck must be kept closed at all times except for entry and exit of individual patrons and staff.

2. HOURS. The roof deck will be cleared of patrons and staff by 11:30 p.m. on Sunday through Wednesday; Thursday through Saturday, it will be cleared of patrons and staff by midnight.

3. NOISE CONTROL. There will be no music or speakers of any kind on the roof deck. Up to three TVs will be permitted but they all must be muted at all times, and all turned off by 10 p.m. Signs will be posted on the roof deck encouraging patrons to keep their voices down and respect the neighborhood both while patronizing Mason Inn and while traversing through it to and from Mason Inn.

4. OCCUPANCY. Mason Inn will continually monitor to ensure that the number of people on the deck never exceeds 48 or the maximum allowable by the Fire Marshal and/or Certificate of Occupancy, whichever is lower. Mason Inn will ensure that people exiting the roof deck at deck-closing time or due to weather conditions do not cause the numbers of patrons inside Mason Inn to exceed legal capacity.

5. PARKING. Mason Inn will offer validated customer parking at a paid lot in the neighborhood and advertise this offer prominently. Mason Inn will not be held responsible for validation if no parking lot is open or no parking space is available.

6. COMPLAINTS. Mason Inn will maintain and publicize a hotline for neighbors to call with problems that is answered during all open hours.

The undersigned agree to amend the terms and conditions of the November 12, 2009, Voluntary Agreement between 2408 Wisconsin Avenue LLC and ANC3B to include the six (6) terms laid out in this Settlement Agreement and the architectural plans as revised in June 2013 for the construction of the roof deck.

Upon approval of this Settlement Agreement by the Alcoholic Beverage Control Board, all parties to the protest of Mason Inn's application for a summer garden will withdraw their protest. This agreement shall be binding upon any person or entity to whom the license is sold, transferred or assigned.

For Advisory Neighborhood Commission 3B:

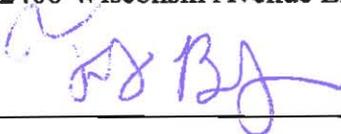


Brian A. Cohen, Chairman

6/2/13

Date

For 2408 Wisconsin Avenue LLC t/a Mason Inn:



Francis Brogan, Co-Owner

6/3/13

Date

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



DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE
REGULATION
REGISTRATION

2013 JUN -3 A 11: 56

RECEIVED ME

June 3, 2013

Ruthanne Miller, Chairperson
Alcoholic Beverage Control Board
2000 14th Street NW, Suite 400
Washington, DC 20009

Via Email to Martha Jenkins, General Counsel

In the matter of: 2408 Wisconsin Avenue LLC t/a Mason Inn
ABRA Lic. #079644 Case #13-PRO-00002

Dear Chairman Miller and Members of the Board,

We are submitting for the Board's approval a signed Settlement Agreement between ANC3B and Mason Inn, which is an addendum to the November 12, 2009, agreement previously negotiated between these two parties.

While only ANC3B is a signatory to this Agreement, all other parties to the protest – ANC3C, Glover Park Citizens' Association and the Group of 19 Residents – also support the terms of the settlement. We hope the Board will approve the Settlement Agreement, and consequently, Mason Inn's application for a substantial change to allow outdoor alcohol service on a roof deck with the limits described in our settlement.

Please note that the Settlement Agreement references architectural plans that will become part of the Agreement. Those plans are currently being revised to reflect the terms of this Agreement and will be submitted to ABRA as soon as they are completed. ANC3B and Mason Inn recognize that the language of the Agreement in section 1(A) will take precedence if, for any reason, the architectural drawings are in error or otherwise do not reflect the terms of our agreement.

Thank you for your forbearance while we worked out this Agreement. Please feel free to contact me or Mr. Brogan of Mason Inn with any questions or concerns.

Sincerely,

Jackie Blumenthal
Commissioner, ANC3B-02
202-333-7488
jackieblumenthal@aol.com

P.O. BOX 32312 WASHINGTON, D.C. 20007 PHONE: (202) 338-2969 EMAIL: INFO@ANC3B.ORG

3B01 N. GLOVER PARK JOE FIORILLO	3B02 E. GLOVER PARK JACKIE BLUMENTHAL	3B03 W. GLOVER PARK CHARLES FULWOOD	3B04 CATHEDRAL HEIGHTS MARY C. YOUNG	3B05 S. GLOVER PARK BRIAN A. COHEN
--	---	---	--	--

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

In the Matter of:

2408 Wisconsin Avenue, LLC
t/a Gin & Tonic

License Number: 79644
ORDER NUMBER: 2009-278

Holder of a Retailer's
Class CT License
at premises
2408 Wisconsin Avenue, N.W.
Washington, D.C. 20007

2408 Wisconsin Avenue, LLC, t/a Gin & Tonic, Applicant

Melissa Lane, Chair, Advisory Neighborhood Commission 3B (ANC 3B)

BEFORE: Charles Brodsky, Acting Chairperson
Mital M. Gandhi, Member
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member

ORDER ON VOLUNTARY AGREEMENT

The official records of the Alcoholic Control Board (Board) reflect that 2408 Wisconsin Avenue, LLC, t/a Gin & Tonic, Holder of a Retailer's Class CT License located at 2408 Wisconsin Avenue, N.W., Washington D.C., and Melissa Lane, Chair, ANC 3B (collectively, the "Parties"), have entered into a Voluntary Agreement (Agreement) dated November 16, 2009, 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, Chairperson Lane are signatories to the Agreement.

2408 Wisconsin Avenue, LLC
t/a Gin & Tonic
License No: 79644
Page 2

Accordingly, it is this 9th day of December 2009, **ORDERED** that:

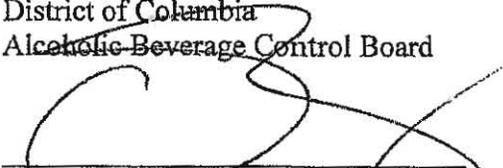
1. The Application filed by 2408 Wisconsin Avenue, LLC, t/a Gin & Tonic, Holder of a Retailer's Class CT License located at 2408 Wisconsin Avenue, N.W., Washington D.C, is **GRANTED**;

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

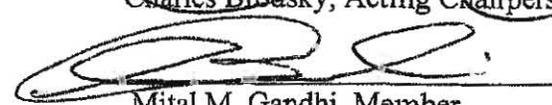
3. Copies of this Order shall be sent to the Applicant and ANC 3B.

2408 Wisconsin Avenue, LLC
t/a Gin & Tonic
License No: 79644
Page 3

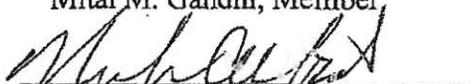
District of Columbia
Alcoholic Beverage Control Board



Charles Brodsky, Acting Chairperson



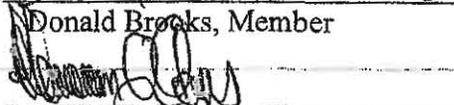
Mital M. Gandhi, Member



Nick Albertiz, Member



Donald Brooks, Member



Herman Jones, 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, 941 North Capitol Street, N.E., Suite 7200, Washington, D.C. 20002.

VOLUNTARY AGREEMENT

This is an agreement between 2408 Wisconsin Avenue, LLC trading as Gin & Tonic (hereafter "Gin & Tonic") holder of a Class CT alcoholic beverage license (ABRA license #079644) for its premises at 2408 Wisconsin Avenue, N.W., and Advisory Neighborhood Commission 3B (hereafter "ANC3B").

Gin & Tonic and ANC3B wish to amicably agree to the following terms of a new Voluntary Agreement. ANC3B requests that the following Voluntary Agreement and all its terms be attached to Gin & Tonic's liquor license.

It is agreed between Gin & Tonic and ANC3B:

1. The hours of operation for Gin & Tonic shall be as follows: Monday through Thursday 4 p.m. to 2 a.m.; Friday 4 p.m. to 3 a.m.; Saturday 11 a.m. to 3 a.m.; Sunday 11 a.m. to 2 a.m. The hours of sales shall be as follows: Monday through Thursday 4 p.m. to 2 a.m.; Friday 4 p.m. to 3 a.m.; Saturday 11 a.m. to 3 a.m.; Sunday 11 a.m. to 2 a.m. The hours of entertainment shall be as follows: Monday through Thursday 7 p.m. to 2 a.m.; Friday and Saturday 6 p.m. to 3 a.m.; Sunday 6 p.m. to 2 a.m. Gin & Tonic shall serve last call 15 minutes before above-cited closing times. The foregoing shall not prevent the establishment from applying to ABRA for a one day substantial change or from participating in holidays or special events when ABRA allows establishments to operate and serve alcohol at hours later than normally permitted under DC law.
2. Gin & Tonic shall not advertise nor offer "all you can drink" specials at any price or at any time. This restriction shall not however prohibit Gin & Tonic from offering open bar at closed events, such as private parties, or holiday celebrations such as New Years Eve.
3. The use of a rope line to facilitate orderly entry into the establishment, ID checks, and to limit smoking patrons to that portion of the sidewalk closest to Gin & Tonic shall continue with the condition that doormen be advised by management to ensure a clear passage for non-customer, pedestrian traffic by keeping Gin & Tonic patrons contained behind the rope line. No consumption of alcoholic beverages shall be permitted outside the establishment.

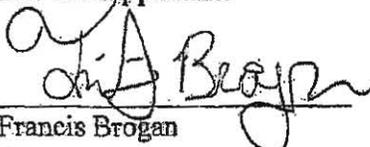
4. Gin & Tonic is responsible for advising private parties that hold events at Gin & Tonic about pedestrian safety, traffic, and parking rules, and to work out arrangements regarding busing in or otherwise transporting large groups in a manner reasonably designed to limit disruptions to normal pedestrian or vehicular traffic.
5. Gin & Tonic shall make every reasonable and lawful effort to prevent and/or disperse loitering or any other sources of noise and/or disturbance in the areas in front of its premises during business hours and at closing. It shall also guide patrons to leave the premises at closing in as quiet and respectful manner as possible.
6. Gin & Tonic will take the necessary measures to ensure the security of patrons and the surrounding neighborhood in conjunction with the security plan filed with and approved by the Board of the Alcoholic Beverage Regulation Administration, and on file with ANC3B. Gin & Tonic will have at least two security personnel on duty during peak hours, one to cover the door and one to monitor inside, and will increase the number of security personnel as needed for larger crowds. Additionally, Gin & Tonic is committed to seeking the assistance of the DC Metropolitan Police Department for any issue deemed necessary.
7. Gin & Tonic will take the necessary measures to ensure its trash and refuse are collected at least 5 times per week, and its recyclables are collected at least 5 times per week. The separation of recyclables shall follow, but not be limited to, the guidelines of the District of Columbia. Further, care shall be taken to enclose and secure all trash and recycling containers in such a manner as to prevent rodent infestation.
8. If Gin & Tonic allows any other establishment to share in the use of facilities or services for the storage and collection of trash, waste, or recyclables, it will require, and exert all reasonable effort to assure that the employees of such other establishment comply with the terms of this Agreement.

9. Gin & Tonic will maintain and keep clean the sidewalk in front of the premises as often is necessary to keep it clear of litter and cigarette butts. Gin & Tonic will provide and maintain repository containers for its smoking patrons outside the premises during operating hours. Such repositories shall be moved inside when Gin & Tonic is closed.
10. Gin & Tonic shall be responsible for the tree and tree-box area in front of its premises, including watering, periodic fertilization and general caretaking of the tree itself.
11. Gin & Tonic shall at all times keep its front door closed, except for the normal entering and leaving of its patrons, and make all efforts to contain any and all noise to inside the premises by its patrons or its entertainment.
12. Gin & Tonic shall keep the gate between its premises and the neighboring premises (formerly "JP's Gentlemen's Club") locked and secured at all times, except when in use for taking out the trash and recyclables.

The provisions of this Voluntary Agreement shall become a part of the conditions of Gin & Tonic's liquor license and shall remain in force upon renewal or transfer of said license. Violations of this Agreement by Gin & Tonic shall provide just cause for the Alcoholic Beverage Control Board to issue an order requiring Gin & Tonic to show cause why its license should not be suspended or revoked.

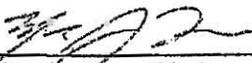
Hereby agreed to:

For the Applicant:


Francis Brogan
Owner
2408 Wisconsin Avenue, LLC
t/a Gin & Tonic

Date 11/16/09

For the Commission:



Melissa L. Lane, Chair
ANC3B

Date 11/12/09