

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

_____)	
In the Matter of:)	
)	
Margot's Chair, Inc.)	
)	
Applicant for a New)	
Retailer's Class CR License)	License No. ABRA-086623
)	Order No. 2011-347
at premises)	
3415 11 th Street, N.W.)	
Washington, D.C. 20010)	
_____)	

Margot's Chair, Inc. (Applicant)

Thomas Boisvert, Commissioner, Advisory Neighborhood Commission (ANC) 1A

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

ORDER ON VOLUNTARY AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Margot's Chair, Inc., Applicant for a new Retailer's Class CR License, located at 3415 11th Street, N.W., Washington, D.C., and ANC 1A have entered into a Voluntary Agreement (Agreement), dated May 2, 2011, 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 Commissioner Thomas Boisvert, on behalf of ANC 1A, are signatories to the Agreement.

Accordingly, it is this 5th day of October 2011, **ORDERED** that:

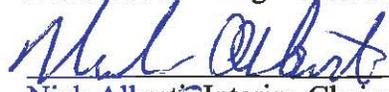
1. The above-referenced Voluntary Agreement submitted by the Applicant and ANC 1A to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED**, except for the following modification:

Section 9 (Public Space Usage) – The term “substantial change” shall be removed.

The parties have agreed to this modification.

2. Copies of this Order shall be sent to the Applicant and ANC 1A.

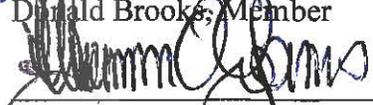
District of Columbia
Alcoholic Beverage Control Board



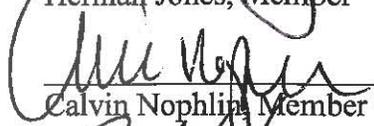
Nick Alberti, Interim Chairperson



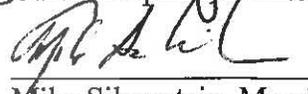
Donald Brooks, Member



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 14th Street, N.W., Suite 400S, Washington, DC 20009.

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ADVISORY NEIGHBORHOOD COMMISSION 1A

SMD 1A01 – Lisa Kralovic

SMD 1A04 – Betty Pair

SMD 1A07 – Thomas Boisvert

SMD 1A10 – Lenwood O. Johnson

SMD 1A02 – Vickey Wright-Smith

SMD 1A05 – Laina Aquilino

SMD 1A08 – Kent Boese

SMD 1A03 – Sheldon Scott

SMD 1A06 – William Brown

SMD 1A09 – Bobby Holmes

SMD 1A11 – Dotti Love Wade

Voluntary Agreement

THIS AGREEMENT made and entered into this 2nd day of May, 2011, by and between Margots Chair, Inc. (hereinafter the "Applicant") and Advisory Neighborhood Commission 1A ("ANC 1A").

WHEREAS, Applicant has filed an application with the District of Columbia Alcohol Beverage Control Board (hereinafter "ABC Board") for issuance of a Retailer's Class CR License for the restaurant premises located at 3415 11th Street, NW (the "Restaurant") (License No. ABRA-086623).

WHEREAS, in recognition of the ABC Board's policy of encouraging parties to address neighborhood concerns by negotiating agreements, the parties hereto being desirous of entering into an agreement whereby Applicant will agree to adopt certain measures to address the ANC 1A's concerns and ANC 1A will agree to support the issuance of the ABC License.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings memorialized herein, the parties agree as follows:

1. **Loitering:** All due diligence shall be made by the Applicant to discourage loitering in front of or in the vicinity of the Restaurant, especially loud cursing, public drunkenness, fighting and other acts of aggression.
2. **Smoking:** Applicant will encourage all patrons, by posted signs or other printed notation, not to smoke on or near the Monroe Street sidewalk adjacent to the Restaurant. Receptacles for smoking waste shall be placed only on the 11th Street frontage of the Restaurant.
3. **Hours of Operation:** Applicant shall have the right to, but not be obligated to, maintain hours of operation at the Restaurant 24 hours a day, seven days a week.
4. **Hours of Alcohol Sale:** Applicant shall have the right to, but not be obligated to, sell alcoholic beverages at the Restaurant between the hours of 10:00am and 2:00am Sunday through Thursday and between the hours of 10:00am and 3:00am on Friday and Saturday. Alcoholic beverages may not be carried out of the establishment. Food service will be available at all times the Restaurant is open for business. If at any time, the ABC Board or Council for the District of Columbia extends hours of legal operation for alcohol sale on a temporary basis (e.g. New Year's Eve, Day Light Savings, Inauguration, World Cup, Extended Hours for Service, etc.) the Applicant shall have the right to serve alcohol to the full extent of such authorization.

Advisory Neighborhood Commission 1A
1380 Monroe Street NW #103
Washington, DC 20010

5. **Trash Removal:** Applicant will maintain regular trash removal service on a daily basis. The Applicant shall place all trash in sealed trash containers with tightly fitting lids that prevent rodents and other animals from accessing trash and limit the release of odors. All trash containers will be placed in a designated area behind the Restaurant and all trash collection will occur in the alley.
6. **Noise Suppression:** Applicant acknowledges its obligation to comply with DC Official Code 25-725 (regarding emanation of noise from licensed premises). The Restaurant's operation shall at all times be in compliance with the D.C. Noise Control Act. Applicant will encourage employees and patrons, by posted signs or other printed notation, to be considerate of residents in the neighborhood after departing the building, by keeping conversations and other noises at a level that will not disturb the peace, order, quiet and tranquility of residents in the enjoyment of their homes or generate a noise complaint.
7. **Removal of Grease and Oils:** Applicant will provide for the proper removal of grease and oils and will not deposit these substances in standard trash containers.
8. **Litter and Debris Removal:** Applicant will maintain all areas adjacent to the Restaurant, up to and including the curb, in a clean and orderly manner, free of trash and litter, in full compliance with applicable D.C. regulations in this respect, as often as needed.
9. **Public Space Usage:** Neither tables nor structures shall be placed outside the building without proper licensing and notification. Applicant acknowledges that any application for a sidewalk café/summer garden or outdoor seating will constitute a substantial change to its license.
10. **Parking:** Applicant will encourage transit use, and will direct patrons to use nearby public parking facilities rather than parking on residential streets.
11. **Notice and Opportunity to Cure:** In the event that any of the parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within thirty days of the date of such notice. If Applicant or the licensee fails to cure within the thirty day period (or, with respect to a breach which reasonably requires more than thirty days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to DC Official Code 25-447. Any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand delivered, to the respective parties at their business addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt.
12. **Safety & Security:** Applicant will, within 3 months after opening, file with the ABC Board an "unofficial security plan" and provide the ANC with a copy. As the minimum requirements for a written Security Plan set forth by the ABC Board are designed for use

by establishments with a CN Class License, it is understood that the Applicant's Security Plan is for a CR Class License and will, therefore, not be required to meet those same minimum standards to be accepted by the ABC Board.

13. **Binding Effect:** This Voluntary Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant during the term of the license to which this Voluntary Agreement applies.

IN WITNESS WHEREOF, the Parties place their signatures to this agreement, this 2nd day of May, 2011.

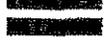
ANC IA

Margots Chair, Inc.

By: Thomas Boisvert
Print Name: THOMAS BOISVERT
1A07

By: [Signature]
Print Name: CONSULTING SERVICES
Owner

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ADVISORY NEIGHBORHOOD COMMISSION 1A

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SMD 1A01 - Lisa Kralovic
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Resolution of Support of the Margot's Chair, Inc. Liquor License

Whereas, Margots Chair, Inc., has applied for a Liquor License; and

Whereas, ANC 1A Protested the Application pending reaching a Voluntary Agreement; and

Whereas, ANC 1A and "Margots Chair" have successfully negotiated a Voluntary Agreement

Be It Resolved That:

1. ANC 1A write a letter to ABRA in reference to its support of the "Margots Chair" application and submit a copy of the Voluntary Agreement and withdraw all Protest

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Certification:

At a regularly scheduled and publicly noticed meeting held on May 11, 2011, Advisory Neighborhood Commission 1A considered the above resolution. With a quorum of 9 Commissioners present, the Commission voted with 7 yeas, 2 nos, and 0 abstentions to adopt the above resolution.


Lisa M. Kralovic
Vice-Chair, ANC 1A


Kent C. Boese
Secretary, ANC 1A