

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

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In the Matter of:)	
)	
The Whisky LLC)	
t/a The Looking Glass Lounge)	
)	
Applicant for a Retailer's)	License No. 74765
Class CR License)	Order No. 2009-059
at premises)	
)	
3436 Georgia Ave., NW)	
Washington, D.C. 20010)	
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The Whisky LLC t/a The Looking Glass Lounge, Applicant

Dottie Love Wade, Chairperson, Advisory Neighborhood Commission 1A

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

ORDER ON VOLUNTARY AGREEMENT

The official records of the Alcoholic Control Board (Board) reflect that The Whisky LLC, t/a The Looking Glass Lounge, Applicant for a Retailer's Class CR license, located at 3436 Georgia Avenue, N.W., Washington D.C., and Dottie Love Wade, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 1A, (collectively, the Parties) have entered into a Voluntary Agreement (Agreement) dated December 10th, 2008 setting forth the terms and conditions that govern the operation of the Applicant's establishment.

The Agreement authorizes hours of operation from 5:00 p.m. to 2:00 a.m., Monday through Thursday, from 5:00 p.m. to 3:00 p.m. on Friday, from 10:00 a.m. to 3:00 a.m. on Saturday and from 10:00 a.m. to 2:00 a.m. on Sunday. The Agreement has been reduced to writing and has been properly executed and filed with the Board. Both the Applicant and Commissioner Dottie Love Wade are signatories to the Agreement.

**The Whisky LLC
t/a The Looking Glass Lounge
License No. 74765
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Accordingly, it is this 11th day of March 2009, **ORDERED** that:

1. The above-referenced Voluntary Agreement between The Whisky LLC t/a The Looking Glass Lounge located at 3436 Georgia Avenue, N.W., Washington D.C., and ANC 1A to govern the operations of the Applicant's establishment is **APPROVED**;
2. This Agreement is **INCORPORATED** as part of this Order; and
3. Copies of this Order shall be sent to the Applicant and to ANC 1A.

District of Columbia
Alcoholic Beverage Control Board



Peter B. Feather, Chairperson



Mital M. Gandhi, Member



Nick Alberti, Member

Charles Brodsky, 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.

ADVISORY NEIGHBORHOOD COMMISSION 1A

ANC 1A01 - Jacqueline Arguettas
ANC 1A02 - Calvin Woodland
ANC 1A03 - Alex Hogan
ANC 1A04 - Betty Pair
ANC 1A05 - Anne Theisen

REC'D BY _____

ANC 1A06 - Samuel Johnson
ANC 1A07 - Larry Ray
ANC 1A08 - Janisha Richardson
ANC 1A09 - Donny Gonzalez
ANC 1A10 - Lenwood Johnson
ANC 1A11 - Dotti Love Wade

VOLUNTARY AGREEMENT

THIS AGREEMENT made and entered into this 10 day of December 2008 by and between The Looking Glass (hereinafter the "Applicant") and The Neighborhood Advisory Commission 1A, on behalf of the community of Single Member District 1A-08 (herein after "Protestant").

WHEREAS, Applicant having filed an application with the District of Columbia Alcohol Beverage Control Board (hereinafter "ABC Board") for issuance of a class "C" license for the premises of 3436 Georgia Avenue, NW Washington, DC 20010, which application before the ABC Board in case No. 74765.

WHEREAS, in recognition of the ABC Board's policy of encouraging parties to a protested proceeding to settle their differences by negotiating agreements, the parties hereto being desirous of entering into an agreement whereby, subject to approval of the ABC Board, Applicant will agree to adopt certain measures to address the Protestant's concerns and Protestant will agree to the issuance of the ABC License and withdraws the Protest.

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

1. Noise Suppression: Sound emanating from any part of the establishment shall not be audible in residential structures in the vicinity or on the sidewalks across the street from and adjacent to the restaurant on Georgia Avenue. 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.

All due diligence will be made by the applicant to ensure that there is no loitering in front of or in the vicinity of their establishment, especially loud cursing, public drunkenness, fighting and other acts of aggression.

2. Hours of Operation: Applicant to open its doors to receive patrons from 5:00pm to 2:00am Monday through Thursday, 5:00pm to 3:00am on Friday, 10:00am to 3:00am on Saturday and 10:00am to 2:00am on Sunday. Hours of operation may vary, but must always be in compliance with D.C. Laws and Regulations. Alcoholic beverages may not be carried out of the establishment.

3. Trash Removal: Applicant will maintain regular trash/garbage removal service, 4 times per week (days to be decided by owner and business necessity) from the trash and dumpster area and see that those areas are regularly kept clean. The Applicant shall enclose the dumpsters and keep dumpster lids tightly closed and incapable of being entered by rodents, in order to limit odors and help control pest and rodent population. Applicant will conduct regular rodent and pest (insect) abatement.

4. Removal of Grease and Oils: Applicant will provide for the proper removal of grease and oils and will not deposit these substances for removal in dumpster.

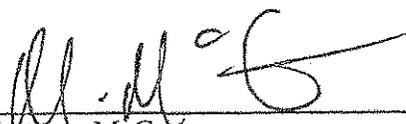
5. Litter and debris Removal: Applicant will maintain free of trash and litter the public space and streets to a minimum distance 18 feet from the curb, adjacent to the front of the Restaurant-building, in compliance with applicable D.C. regulation in this respect, as often as need (minimum of twice daily).

6. Food Service to Liquor Ratio: Applicant will comply in all respects with the requirements of its license or other requirements of the law.

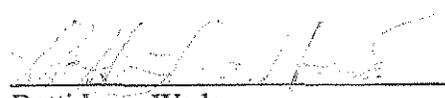
7. Ingress and Egress: No patron shall be allowed to ingress or egress at any location except at the designated building's entrance's for restaurant patronage except where this event may occur at the designated emergency exits.

8. Public Space Usage: No tables shall nor structures shall be placed outside the building without proper licensing and notification.

IN WITNESS WHEREOF, the Parties place their signatures to this agreement, this 20 day of November, 2008



Matthew McGovern
Owner
Looking Glass



Dotti Love Wade
Neighborhood Advisory Commission 1A
Chairman