

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

In the Matter of:	)	
	)	
Ethiopic, Corp.	)	
t/a Ethiopic Restaurant	)	
	)	
New Application for Retailer's	)	
Class CR License	)	License No. 83149
	)	Order No. 2010-016
at premises	)	
401 H Street, N.E.	)	
Washington, D.C. 20001	)	

Ethiopic, Corp., t/a Ethiopic Restaurant ("Applicant")

Karen J. Wirt, Chairperson, Advisory Neighborhood Commission 6C ("ANC 6C")

Genevieve Sapir, on behalf of a Group of Five or More Individuals ("Group of Five")

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

**ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWAL OF PROTEST**

The official records of the Alcoholic Control Board (Board) reflect that Ethiopic, Corp., t/a Ethiopic Restaurant, Applicant for a new Retailer's Class CR license located at 401 H Street, N.E., Washington D.C and ANC 6C have entered into a Voluntary Agreement (Agreement) dated January 6, 2010 setting forth the terms and conditions that govern the operation of the Applicant's establishment. This Agreement constitutes a withdrawal of the Protest of this Application. The Group of Five submitted a letter to the Board also withdrawing their protest.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Commissioner Tony Richardson are signatories to the Agreement.

**Ethiopic, Corp.**  
**t/a Ethiopic Restaurant**  
**License No. 83149**  
**Page Two**

Accordingly, it is this 20<sup>th</sup> day of January 2010, **ORDERED** that:

1. The Application filed by Ethiopic, Corp., t/a Ethiopic Restaurant for a new Retailer's Class CR license located at 401 H Street, N.E., Washington, D.C., is **GRANTED**,

2. The Protest in this matter is hereby **WITHDRAWN**,

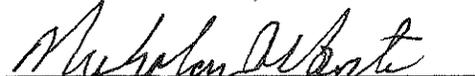
3. This above-referenced Voluntary Agreement submitted by the Parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and

4. Copies of this Order shall be sent to the Applicant, ANC 6C, and the Group of Five.

District of Columbia  
Alcoholic Beverage Control Board



Mital M. Gandhi, Member



Nick Alberti, Member

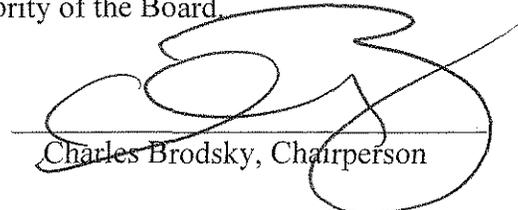


Donald Brooks, Member



Herman Jones, Member

I dissent from the position taken by the majority of the Board.



Charles Brodsky, Chairperson

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., 3<sup>rd</sup> Floor, Washington, D.C. 20009.

Voluntary Agreement

Whereas Licensee seeks to obtain a C/R class liquor license;

Whereas Licensee acknowledges the quiet, residential character of the neighborhood in which it wishes to operate;

Whereas Licensee agrees not to operate in any manner inconsistent with the character of the neighborhood;

Licensee and Protestants agree as follows:

1. Mescret Bekele and Samuel Ergete acknowledge that they are the owner of Ethiopic Corp. doing business as Ethiopic Restaurant at 401 H Street, NE, Washington DC 20002 and have the specific authority to bind said establishment to the terms of this agreement. (To be initialed and signed by all parties with a financial stake in the enterprise).

a. Samuel L. Ergete  
 b. [Signature]  
 c. \_\_\_\_\_

2. DEFINITIONS

- a. "Licensee" or "Applicant" means applicant(s) for ABRA license AND any future operators of this facility.
- b. "Owner" means the owner of the property at 401 H Street NE.
- c. "Agreement" means this Voluntary Agreement.
- d. "Premises" means 401 H Street NE and all operations therein.

3. SECURITY – To the extent the Licensee seeks to amend this Voluntary Agreement or C/R License or to extend the hours of operation established herein, or operates primarily as a bar or tavern serving alcohol after 1:00 am, Licensee shall provide adequate security to protect the premises and the immediate neighborhood.

4. NOISE

- a. Licensee acknowledges that noise is a critical issue for the neighborhood.
- b. Licensee will comply with all noise laws, regulations and ordinances.
- c. No noise from the Licensee's facility, including unamplified voices and/or amplified live or recorded music shall be heard in any other premises.
- d. No doors or windows may be propped open for any purpose after 8pm. No doors or windows may be propped open during any live musical performance or dancing event.

- e. Licensee will encourage patrons, contractors and staff to keep voices low upon exiting.
- f. Licensee shall not install, use or permit to be used any exterior speakers.
- g. No activity shall occur at the back alley. This includes but is not limited to deliveries, break room, kitchen door, ventilation, smoking area for employees, etc.

#### 5. PARKING AND TRANSPORTATION

- a. Licensee will discourage employees from parking on the 600-800 blocks of 3<sup>rd</sup>, 4<sup>th</sup>, or 5<sup>th</sup> Streets NE, inclusive.
- b. **Neither Licensee nor Licensee's patrons, clients, guests, suppliers, staff or other persons at the property for business purposes shall use or obstruct access to the alley between the 700 blocks of 4<sup>th</sup> Street NE and 5<sup>th</sup> Street NE.** Violations of this provision will result in immediate complaints filed with ABRA and the Metropolitan Police Department.
- c. To the extent Licensee contracts with a valet service, Licensee shall ensure that:
  - i. all valet parking drop off and pick up will occur on H street; and
  - ii. Licensee is responsible to ensure that the valet service does not park any cars on the 600-800 blocks of 3<sup>rd</sup>, 4<sup>th</sup>, or 5<sup>th</sup> Streets NE, inclusive.
- d. Should the licensee decide to participate in a transport program designed to bring patrons to H Street for the bar life, then the licensee shall ensure that designated drop off points for these vehicles will be on H Street away from the corners and more toward the middle of the block to reduce impact on the residential neighborhood and to ensure the integrity of the line management.
- e. The licensee agrees that any transportation method used involving buses or other transportation vehicles will not idle their engines on H Street or side streets and/or alleys.

#### 6. HOURS OF OPERATION

- a. Hours of Operation: Monday through Sunday 10am -1am
- b. The hours for live entertainment of any kind, including but not limited to music and spoken word, whether amplified or not, is limited to 6:00pm – 10:00pm Sunday through Thursday and 6:00pm – midnight Fridays and Saturdays.
- c. Sidewalk café: Licensee may serve alcohol on the sidewalk café to seated guests until 10:00pm Sunday through Thursday and until 11:00pm Friday and Saturday. Licensee must not serve alcohol between 8:00pm and 12:00am on the sidewalk café unless accompanied by food

#### 7. TRASH STORAGE AND TRASH PICK UP

- a. Trash includes food, waste, bottles, and any other items generated by facility.
- b. Licensee will retain all trash containers outside concealed from the public eye along 4<sup>th</sup> St NE.

#### 8. ACCESS TO THE PREMISES

- a. Licensee shall use exclusively the entrance on H Street for ingress and egress of all persons accessing the premises including but not limited to patrons, clients,

guests, musicians, or other entertainers. No entrance on 4<sup>th</sup> Street shall be used for patron, client, guest, musician, or entertainer. -EXCEPTION: the 4<sup>th</sup> Street entrance will be used to serve the Sidewalk Café patrons. Licensee shall maintain signs on all 4<sup>th</sup> Street doors stating that they are emergency exits only and that the entrance is on H Street. EXCEPTION: all doors may be used for emergency exits. They must be secured and alarmed during hours of use.

- b. Neither licensee, its patrons, clients, guests, musicians, other entertainers, staff, contractors or other people having business at the premises are permitted to use or block access to the alley abutting the premises on 4<sup>th</sup> Street. Licensee shall instruct all individuals, companies or other organizations with which it does business that they are not permitted to use the alley for any purposes. This includes but is not limited to loading and unloading of supplies, provisions, equipment, trash or people.

#### 9. EXTERIOR SPACES

- a. Licensee will not permit patrons, clients, guests, musicians, entertainers, staff or anyone with business at the premises to congregate on the 4<sup>th</sup> Street side of the premises for any purposes, including but not limited to smoking. Licensee will instruct all persons with business at the premises not to use the sidewalk along 4<sup>th</sup> Street as a smoking area and will direct security staff to move smokers out of this area.
- b. There shall be no smoking, shouting, live or amplified music in the sidewalk café.

#### 10. KITCHEN AND RESTAURANT MANAGEMENT

- a. All ventilation and exhaust shall be taken to roof. No side wall exhaust shall be permitted.
- b. Licensee (or the owner of the building) will install an automatic sprinkler system in kitchen area and install fire and smoke detectors/alarms in the restaurant area.

#### 11. MISC

- a. Licensee will maintain the curb and sidewalk areas free of debris and litter at all times.
- b. Licensee shall not have any exterior illuminated signs on the 4<sup>th</sup> Street side of the building except for those signs required for emergency access under the safety and building codes and those consistent with the Main Street project.
- c. Protestants acknowledge that during the District of Columbia's H Street construction project, the south side of H Street is limited to one lane rendering loading or unloading of vehicles impractical. Until such time as the 400 block of H Street construction is finished or substantially finished so as to restore two lanes on the south side of H Street, Licensee may use 4<sup>th</sup> Street for delivery vehicles. AT NO TIME, HOWEVER, MAY LICENSEE ITS PATRONS,

CLIENTS, GUESTS, MUSICIANS, OTHER ENTERTAINERS, STAFF,  
CONTRACTORS OR OTHER PEOPLE HAVING BUSINESS AT THE  
PREMISES MAKE ANY USE OF THE ALLEY.

12. DISPUTE RESOLUTION

a. If Licensee breaches any of the terms of the agreement, the ANC or residents may immediately petition for a Show Cause hearing.

13. CUMULATIVE EFFECT OF LAWS

This agreement supplements all terms under DC law and regulations governing the operation of a license to serve alcoholic beverages. Failure to enumerate provisions of applicable law in this Agreement does not excuse License from compliance.

14. APPLICABILITY

a. This agreement is binding on the Applicant and its assigns and will continue in full force and effect for any and all subsequent license holders at this location.

Made this 6 day of Jan, 2010 between Ethiopic Restaurant doing business at 401 H Street, NE, Washington DC 20002, Advisory Neighborhood Commission 6C and Protestants.

By:

Meseret Bekkele and Samuel Ergete for Ethiopic Corp. doing business as Ethiopic Restaurant

*Samuel Ergete*  
Samuel Ergete

date: 1/6/2010

Tony Richardson, 6C05 for Advisory Neighborhood Commission 6C

*Tony Richardson*

date: 1/6/2010

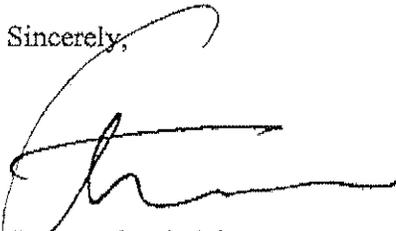
[PROTESTANT SIGNATURE BLOCK]

Date: January 8, 2010  
Fax to: La Verne Fletcher, ABRA  
Fax Number: 202-442-9563  
Number of Pages: This page only

RE: Ethiopic Restaurant, License No. ABRA-083149, withdrawal of protest  
Case No. 83149-09/087P

This letter will serve as notice that we withdraw our protest of the above license application.

Sincerely,



Gregory Stackel for  
Genevieve Sapir  
Debra Diamond  
Danny McGregor  
Philip Bernstein