

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

In the Matter of:)	
)	
520 Florida Avenue Restaurant, LLC)	
t/a Shaw's Tavern)	
)	
Holder of a)	License No. ABRA-098037
Retailer's Class CT License)	Order No. 2015-443
)	
at premises)	
520 Florida Avenue, N.W.)	
Washington, D.C. 20001)	

520 Florida Avenue Restaurant, LLC, t/a Shaw's Tavern (Licensee)

Kevin L. Chapple, Commissioner, Advisory Neighborhood Commission (ANC) 6E

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Mike Silverstein, Member
Hector Rodriguez, Member
James Short, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that 520 Florida Avenue Restaurant, LLC, t/a Shaw's Tavern (Licensee), and ANC 6E have entered into a Settlement Agreement (Agreement), filed September 14, 2015, that governs the operation of the Licensee's establishment.

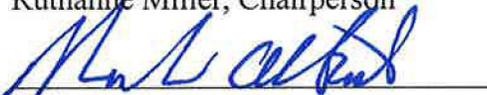
The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Commissioner Kevin L. Chapple, on behalf of ANC 6E, are signatories to the Agreement.

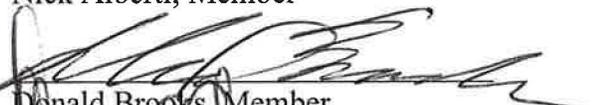
Accordingly, it is this 30th day of September, 2015, **ORDERED** that:

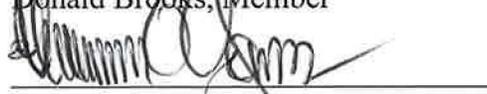
1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
2. Copies of this Order shall be sent to the Licensee and ANC 6E.

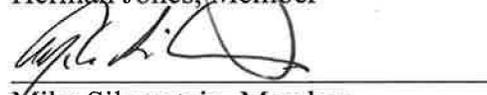
District of Columbia
Alcoholic Beverage Control Board


Ruthanne Miller, Chairperson


Nick Alberti, Member


Donald Brooks, Member


Herman Jones, Member


Mike Silverstein, Member


Hector Rodriguez, Member


James Short, Member

Pursuant to D.C. Official Code § 25-433(d)(1), 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.

Also, pursuant to section 11 of the District of Columbia Administrative Procedure Act, Pub. L. 90-614, 82 Stat. 1209, D.C. Official Code §2-510 (2001), and Rule 15 of the District of Columbia Court of Appeals, any party adversely affected has the right to appeal this Order by filing a petition for review, within thirty (30) days of the date of service of this Order, with the District of Columbia Court of Appeals, 430 E Street, N.W., Washington, D.C. 20001; (202/879-1010). However, the timely filing of a Motion for Reconsideration pursuant to 23 DCMR §1719.1 (2008) stays the time for filing a petition for review in the District of Columbia Court of Appeals until the Board rules on the motion. See D.C. App. Rule 15(b) (2004).

**SETTLEMENT AGREEMENT
520 FLORIDA AVENUE N.W.**

This **SETTLEMENT AGREEMENT** (this "Agreement") is made and entered into as of the day of September, 2015, by and between **520 FLORIDA AVENUE RESTAURANT LLC** (the "Applicant") and **ADVISORY NEIGHBORHOOD COMMISSION 6E** (the "ANC").

WHEREAS, the Applicant is the holder of a Class CR Alcoholic Beverage Control License, No. ABRA-098037 (the "ABC License"), issued by the District of Columbia Alcoholic Beverage Control Board (the "ABC Board") for the premises known as "Shaw's Tavern", located at 520 Florida Avenue N.W., Washington, D.C. 20001 (the "Premises");

WHEREAS, the Applicant has filed an application (the "Application") with the District of Columbia Alcoholic Beverage Regulatory Administration which requests that the Premises be expanded to include the second floor of said Premises;

WHEREAS, the request set forth in the Application is a substantial change that requires the approval of the ABC Board;

WHEREAS, the ANC has expressed concern regarding noise emanating from the Premises when entertainment is offered at the Premises;

WHEREAS, the parties hereto subsequently negotiated in an effort to address potential issues and/or concerns with respect to the substantial change to the ABC License; and

WHEREAS, the parties hereto wish to enter into this Agreement, pursuant to D.C. Code §25-446 commemorating their agreements.

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

1. **NOISE MITIGATION MEASURES.** The Applicant shall take all reasonable steps necessary to ensure that amplified music, live entertainment and/or mechanical vibrations from the Premises shall not be audible in any residence. Such steps shall include, but shall not be limited to limitations on the volume level and physical improvements to the architecture of the Premises, including the installation of noise reduction walls and/or noise absorbing ceiling treatments within the Premises. The Applicant shall keep all of its windows closed when live entertainment is being offered at the Premises. In addition, when live entertainment is being offered at the Premises, the Applicant shall regularly monitor the volume level created by such live entertainment from the exterior of the Premises, and if necessary, shall adjust the volume level to comply with the terms of this Section 1. Applicant agrees to install sound proofing wall treatments and ceiling treatments to help minimize noise, to be installed within 45 days from execution of this Agreement.

2. **POINT OF CONTACT.** The Applicant shall provide to the ANC, the name and

cell phone number of a point of contact for the Applicant to address and respond to noise or other complaints related to the operation of the business at the Premises. Applicant agrees to provide necessary contact information to specified neighbors and to appropriate members of the ANC which will allow for any residents to contact Applicant immediately if there is excess noise emanating from the premises. This will allow for Shaw's Tavern to reduce the volume and better control any disturbance caused by excess noise.

3. **NOTICE AND OPPORTUNITY TO CURE.** The Applicant acknowledges that the failure to adhere to the provisions of Sections 1-2 hereof shall constitute grounds for the designated representatives of the ANC to file a complaint with the ABC Board to ascertain the Applicant's compliance with the terms of this Agreement and/or if necessary to obtain compliance with these terms. Notwithstanding the foregoing, prior to filing such a complaint, the designated representative of the ANC shall provide the Applicant with written notice of any perceived violation of this Agreement and afford the Applicant a minimum of thirty (30) calendar days in which to address or rectify such perceived violation (or, with respect to a perceived violation that reasonably requires more than thirty (30) days to address or rectify, such additional time as may be reasonably required to address or rectify such perceived violation). Any notice required to be made under this Agreement shall be in writing postage prepaid, hand delivered, or emailed to the other party to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt.

If to the Applicant: 520 Florida Avenue, N.W.
Washington, D.C. 20001
Attn.: Alexander Dick Heidenberger
hido80@gmail.com

With a copy to: The Veritas Law Firm
1225 19th Street, N.W.
Suite 320
Washington, D.C. 20036
Attn.: Andrew J. Kline
akline@theveritaslawfirm.com

If to the Protestants: ANC 6E
P.O. Box 26182
Ledroit Park Station
Washington, D.C. 20001
Attn.: ANC 6E, SMD 6E02
ANC6E02@dc.gov
chappleanc@aol.com

4. **INCORPORATION INTO ABC BOARD ORDER.** The parties hereto request that the text of this Agreement be incorporated in an order of the ABC Board granting the Applicant's request for a substantial change to the ABC License. The terms of this Agreement in its entirety shall become effective upon ratification of this Agreement by the ABC Board. In further consideration of, and reliance upon the forgoing commitments by the ANC, the

Applicant hereby requests that the Application be approved by the ABC Board.

IN WITNESS WHEREOF, the parties hereto have affixed hereunto their hands and seals to this Settlement Agreement on the year and day first above written.

APPLICANT:

520 FLORIDA AVENUE RESTAURANT LLC

By:



Name: Alexander Dick Heidenberger

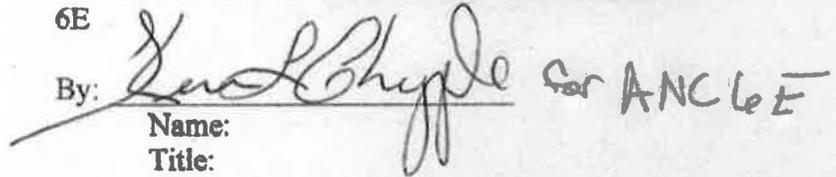
Title: Manager

ANC:

ADVISORY NEIGHBORHOOD COMMISSION

6E

By:



Name:

Title: