

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

In the Matter of:)	
)	
All Souls, LLC)	
t/a All Souls)	
)	
Holder of a)	License No. ABRA-088179
Retailer's Class CT License)	Order No. 2015-396
)	
at premises)	
725 T Street, N.W.)	
Washington, D.C. 20001)	

All Souls, LLC, t/a All Souls (Licensee)

James Turner, Chairperson, Advisory Neighborhood Commission (ANC) 1B

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 All Souls, LLC, t/a All Souls (Licensee), and ANC 1B have entered into a Settlement Agreement (Agreement), dated August 10, 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 Chairperson James Turner, Commissioner Brian Footer, and Commissioner Ellen Sullivan, on behalf of ANC 1B, are signatories to the Agreement.

Accordingly, it is this 20th day of August, 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, except for the following modifications:

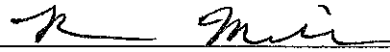
Section 1(B) (Noise) – The following term shall be removed: “non-metal.”

Section 9 (Binding Effect) – The following term shall be removed: “and assigns.”

The parties have agreed to these modifications.

2. Copies of this Order shall be sent to the Licensee and ANC 1B.

District of Columbia
Alcoholic Beverage Control Board



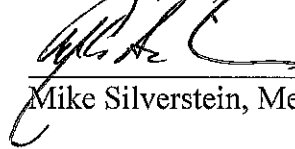
Ruthanne Miller, Chairperson



Nick Alberti, Member

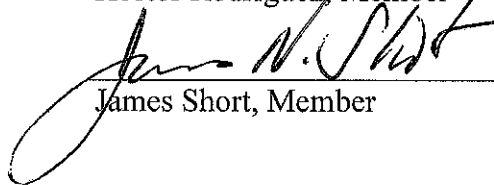
Donald Brooks, Member

Herman Jones, Member



Mike Silverstein, Member

Hector Rodriguez, Member



James Short, Member

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

**Voluntary Agreement Concerning Issuance of
License 088179: All Souls, 725 T Street, NW**

THIS AGREEMENT made and entered into on August 10, 2015 by and between All Souls, LLC ("Applicant") on the one hand, and ANC 1B ("Protestant") on the other hand.

WHEREAS, Applicant has filed Application No. 088179 with the District of Columbia Alcoholic Beverage Control Board ("ABC Board") for a substantial change for premises to be known as All Souls, and located at 725 T Street, N.W., Washington, D.C. (hereinafter the "Premises"); and

WHEREAS, Protestant has filed before the ABC Board a protest opposing the granting of this license; and

WHEREAS, in recognition of the ABC Board's policy of encouraging parties to a contested proceeding to settle their differences by reaching settlement agreements, by their signatures below, the parties hereto desire to enter into a settlement agreement whereby (1) Applicant will agree to adopt certain measures to address Protestant's concerns and to include this Agreement as a formal condition of its Application, and (2) Protestant will agree to the issuance of the new license and withdraw its protest provided that this Agreement is incorporated into the ABC Board's order issuing the license, which license is conditioned upon compliance with this agreement; and

WHEREAS, Applicant has recently taken or intends to take certain measures designed to ameliorate Protestant's concerns,

THEREFORE, in consideration of the mutual covenants and undertakings memorialized herein, the Applicant and Protestant hereby agree as follows:

1. **NOISE.** Applicant acknowledges familiarity with and agrees to comply with the noise-control provisions required by District of Columbia law and regulations. In addition, Applicant agrees to comply with the following:
 - A. **Sidewalk Café Area:** Applicant will ensure no temporary or permanent speakers will be present on or in the sidewalk café. Applicant will restrict patrons from using electronic devices as speakers to play music. Applicant agrees not to have any live or recorded music or entertainment on or in the sidewalk café. Applicant agrees to post signage notifying patrons that business is located in residential area and request patrons to be respectful.
 - B. **Sidewalk Café Materials:** Applicant agrees to furnish the sidewalk café with non-metal chairs, benches, and tabletops. Applicant will construct a three foot planted buffer between the fence and sidewalk.
 - C. **Other Noise Provisions:** Applicant will regularly monitor sound to ensure there is no impact on nearby residents and will use decibel metering equipment to monitor noise levels. The Applicant agrees to restrict all events to those run by the establishment and will not contract the establishment for any special events to be operated by an outside contractor.

2. **CAPACITY & SEATING.** Applicant agrees to restrict total capacity to 33 people on the sidewalk café. Tables and chairs shall be located within the sidewalk café area during all hours of operation. The sidewalk café area shall, at all times, be operated for the service of seated patrons. At no time shall tables and chairs be cleared so as to use the sidewalk café area as a standing cocktail area. Only seated patrons shall be served in the sidewalk café area.

3. TRASH.

- A. Sidewalk Café Bussing: Applicant agrees that removal of trash, recycling, glassware and dishware from the sidewalk café area shall be done in a manner that mitigates ambient noise; to include, but not limited to, no trash and recycling receptacles on the sidewalk café.
- B. Cigarette Disposal: Applicant agrees to furnish the business entrance with a smoker pole. Applicant agrees to sweep outside the business establishment at opening and closing.

4. SMOKING. Applicant agrees to maintain the sidewalk cafe as a non-smoking outdoor space.

5. SAFETY & SECURITY. Applicant agrees to file a security plan with ABRA. Applicant shall also engage a professional security company to provide, at minimum, two cameras recording the front entrance, side entrance, rear entrance, sidewalk café of the establishment and abutting sidewalks, and shall ensure that the recordings from said cameras are available to the Metropolitan Police Department and ABRA for a minimum of 30 days following the date of recording.

6. HOURS OF OPERATION OF SIDEWALK CAFÉ AREA.

DAY	Hours of Alcoholic Beverage Services	Hours of Operation
Monday	6pm to 10pm	6pm to 10pm
Tuesday	6pm to 10pm	6pm to 10pm
Wednesday	6pm to 10pm	6pm to 10pm
Thursday	6pm to 10pm	6pm to 10pm
Friday	6pm to 12am	6pm to 12am
Saturday	11am to 12am	11am to 12am
Sunday***	11am to 10pm	11am to 10pm

***and non-school days (Monday-Friday)

- 7. NOTICE AND OPPORTUNITY TO CURE. In the event that any of the parties are in breach of this Agreement, each such party 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 (30) 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) such failure shall constitute for filing a complaint with ABRA. Unless otherwise noted above, any notice-required to be made under this Agreement shall be in writing postage prepaid, or hand delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt.
- 8. MODIFICATION OF SETTLEMENT AGREEMENT. This agreement can be modified only by mutual agreement of the parties with the approval of the ABC Board for acceptance and enforcement or by the ABC Board.
- 9. 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.

If to Applicant:
David Batista
725 T Street, NW
Washington, DC 20001
Email: david@allsoulsbar.com

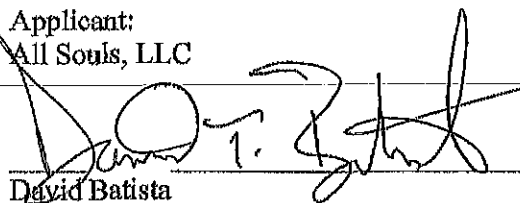
If to Protestants:
ANC1B, Attn: Brian Footer, ANC 1B01,
Frank D. Reeves Municipal Center,
2000 14th St., NW, Suite 100B,
Washington, DC 20009,
Email: 1b01@anc.dc.gov

Wherefore, by the signing of the representatives of Applicant and Protestant, Applicant hereby agrees to aforementioned covenants and Protestants agrees to the issuance of the substantial change to License 088179 to Applicant, and withdraws its protest; provided that this agreement is incorporated into the ABC Board's order issuing a substantial change to License 088179, the issuance of which is conditioned upon compliance with the Voluntary Agreement.

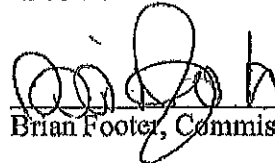
SIGNATURE BLOCKS

Accordingly, on this 10 day of August 2015 it is ordered that the Voluntary Agreement between Applicant and Protestant is incorporated into the ABC Board's order issuing Applicant a the substantial change to License 088179.

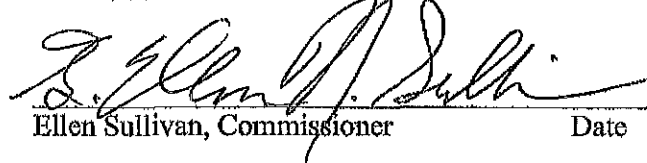
Applicant:
All Souls, LLC


David Batista Date 8/11/15

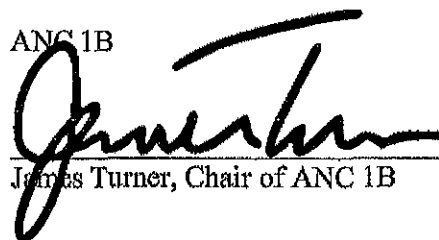
Protestants:
ANC 1B01


Brian Footer, Commissioner Date Aug 11, 2015

ANC 1B02


Ellen Sullivan, Commissioner Date 8/11/15

ANC 1B


James Turner, Chair of ANC 1B Date August 10, 2015