

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

In the Matter of:)	
)	
In the Matter of:)	
)	
BLT Burger DC, LLC)	
t/a BLT Burger)	
)	
Applicant for a New)	
Retailer's Class CR License)	License No. 084096
at premises)	Order No. 2010-458
1317 Connecticut Avenue, N.W.)	Case No. 10-PRO-00074
Washington, D.C. 20036)	
)	

BLT Burger DC, LLC, t/a BLT Burger, Applicant

Jim King and Abigail Nichols, on behalf of A Group of Five or More Individuals

Phil Carney, Commissioner, Advisory Neighborhood Commission (ANC) 2B

BEFORE: Charles Brodsky, Chairperson
Mital M. Gandhi, Member
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Calvin Nophlin, Member
Mike Silverstein, Member

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWAL OF PROTEST

The official records of the Alcoholic Control Board (Board) reflect that BLT Burger DC, LLC, t/a BLT Burger (Applicant), filed an Application for a new Retailer's Class CR License located at 1317 Connecticut Avenue, N.W., Washington, D.C. The Applicant; Commissioner Phil Carney, on behalf of ANC 2B; and Jim King and Abigail Nichols, on behalf of A Group of Five or More Individuals, have entered into a Voluntary Agreement (Agreement) dated August 8, 2010, setting forth the terms and conditions that govern the operation of the Applicant's establishment. This Agreement also constitutes a withdrawal of the Protest of this Application filed by Jim King and Abigail Nichols, on behalf of A Group of Five or More Individuals.

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The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant; Commissioner Phil Carney, on behalf of ANC 2B; and Jim King and Abigail Nichols, on behalf of A Group of Five or More Individuals, are signatories to the Agreement.

Accordingly, it is this 8th day of September 2010, **ORDERED** that:

1. The Application filed by BLT Burger DC, LLC, t/a BLT Burger (Applicant), for a new Retailer's Class CR License located at 1317 Connecticut Avenue, N.W., Washington, D.C., is **GRANTED**;
2. The Protest in this matter is hereby **WITHDRAWN**;
3. The above-referenced Voluntary Agreement submitted by the Applicant; Commissioner Phil Carney, on behalf of ANC 2B; and Jim King and Abigail Nichols, on behalf of A Group of Five or More Individuals, to govern the operations of the Applicant's establishment are **APPROVED** and **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Applicant; ANC 2B; and Jim King and Abigail Nichols, on behalf of A Group of Five or More Individuals.

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District of Columbia
Alcoholic Beverage Control Board

Charles Brodsky, Chairperson



Mital M. Gandhi, Member



Nick Alberti, Member



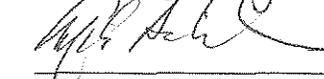
Donald Brooks, Member



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, 1250 U Street, N.W., 3rd Floor, Washington, D.C. 20009.

VOLUNTARY AGREEMENT

1. This Voluntary Agreement (“Agreement”), made this 11 day of 8 2010, by and between ANC 2B and Jim King and Abigail Nichols on behalf of the individual residents and owners of the Palladium Condominium, 1325 18th St., NW, named in Exhibit A (“Protestant”) and BLT Burger DC LLC at 1317 Connecticut Avenue, NW (“Applicant”).
2. **WHEREAS**, pending before the District of Columbia Alcoholic Beverage Control Board (“ABC Board”) is an application for the issuance of a Retailer Class C Restaurant license (“CR License”) to Applicant for an establishment at 1317 Connecticut Avenue (“Establishment”);
3. **WHEREAS**, the Protestant has filed before the ABC Board a protest opposing the granting of this license application.
4. **WHEREAS**, in recognition of the Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching voluntary agreements, the Parties hereto desire to enter into a voluntary agreement whereby (1) Applicant will agree to adopt certain measures to address the 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 this license and withdrawal of the Protest *provided* that such agreement is incorporated into the Board's order issuing the license, which order is thereby conditioned upon compliance with such agreement.
5. **WHEREAS**, the Parties hereto have received the advice of the ABC Board recommending changes to an earlier Agreement submitted July 12, 2010, to make any agreement consistent with Board policy;
6. **WHEREAS**, the Applicant has recently taken or intends to take certain measures designed to ameliorate Protestant's concerns.
7. **WHEREAS**, the Protestants have reached an agreement with Applicant commemorating certain understandings regarding Applicant's operation of the Establishment;
8. **NOW AGREE THEREFORE**, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:

GENERAL AGREEMENTS

9. Notice of Changes. Applicant shall notify the Palladium Protestants and ANC 2B within two days of any application it files with the ABCB or ABRA to expand the Establishment to the third floor of the premises of 1317 Connecticut Avenue or of any intention to sell, transfer, renew, or alter the CR license for the Establishment.

10. Cooperating. The Palladium Protestants and ANC 2B and Applicant agree to work together cooperatively to resolve any issues arising out of any future applications by Applicant to the ABC Board.
11. Binding. This Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant during the terms of the CR License to which this Agreement applies.
12. Modification of Terms. The terms of this Agreement can only be modified by mutual written agreement of all parties, or as otherwise allowed by applicable statutes and regulations.
13. Complaints. Applicant shall designate a representative to receive complaints concerning its business operations and provide a current telephone number to ANC 2B. Complaints or inquiries shall be responded to within 24 hours

OVERALL OPERATIONS

14. Deliveries. Deliveries to the Establishment shall be made only on Connecticut Avenue.
15. Trash Pickup. Trash pick-up from the Establishment shall be made only on Connecticut Avenue.
16. Vacating Premises. Applicant shall shut down and completely vacate the Establishment by closing time each night, except for routine maintenance and cleanup. There shall be no after-hours activity at the Establishment.
17. Trash/Garbage/Rodents. Applicant shall maintain regular trash garbage removal service from Connecticut Avenue only. No garbage, trash, or recyclable storage or removal shall be allowed on 18th St., NW.
18. Outside Litter/Trash/Snow. Applicant shall promptly remove snow and trash from the sidewalk on 18th street at the back of the Establishment, including trash removal at the close of business each night and before opening each business day.
19. Pest Control. Applicant shall obtain pest control services from a licensed provider as required to eliminate vermin and vectors cause by Applicant's disposal of trash in and from the Establishment.

OPERATION INSIDE BUILDING

20. Hours of Operation Inside the Establishment. The hours of operation of the Establishment shall be 10 a.m. to 2:00 a.m. Sunday; 8 a.m. to 2:00 a.m., Monday through Thursday; 8:00 a.m. to 3:00 a.m. Friday and Saturday.
21. Windows Closed. All windows in the Establishment facing 18th Street shall be closed at all times.

22. Noise Control. Applicant recognizes that abating noise emanating from the Establishment is of paramount importance to the Palladium. Low frequency sound from speakers is of particular concern as these low frequency sounds can more easily be heard outside of the Establishment. Accordingly, Applicant acknowledges familiarity with, and will comply with, noise-control provisions of District of Columbia law and regulations at 25-275 and all amendments to all laws that substitute. The Applicant agrees to prevent emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise.
23. Sound-Proofing. Applicant, at Applicant's sole expense, shall build out the Establishment to insulate and soundproof the Establishment. This work, at Applicant's expense, shall include any insulation necessary to eliminate noise or vibration heard on the sidewalk on the west side of 18th St. or in the Palladium building.
24. Entertainment Endorsements. Applicant shall not seek, offer, or permit at the Establishment any: (1) live entertainment; (2) live disc jockey; or (3) karaoke performance (i.e., an amateur singer or singers singing along with recorded music on microphone).
25. Dancing. Applicant will not provide a dance area in the Establishment nor allow patrons or employees to move furniture to create a dance area in the Establishment, and will in fact discourage all dancing in the Establishment.
26. Recorded Music. The only musical entertainment offered by Applicant at the Establishment will be recorded music.
27. Lighting and Signage on 18th Street. Lighting for the 18th St. Sidewalk Cafe shall be the minimum required to light the Sidewalk Cafe and should be sited so as not to beam into the Palladium. There shall be no prominent flashing lights emitted from the Establishment onto 18th St.
28. Occupancy. There shall be no more than 100 patrons allowed inside the Establishment at any time, whether seated or standing. This is the total occupancy for the basement and three floors above the basement.

OPERATION OF SIDEWALK CAFE

29. Outdoor Sidewalk Cafe. The applicant will minimize the effects of the Sidewalk Cafe on 18th St. and agrees to take the following actions to do so:
 - a. Hours of operation for the Sidewalk Cafe (and hours for the sale of alcoholic beverages on the Sidewalk Cafe). The hours of operation for the Sidewalk Cafe (and the hours during which alcoholic beverages may be served on the sidewalk cafe) shall be 10:00 a.m. to 11:00 p.m., Sunday through Saturday (i.e., all days.) .
 - b. Music on Sidewalk Cafe. Any otherwise-legal music on the sidewalk cafe should be of a background nature only and not to audible on the east side of 18th St., NW.

- c. Sidewalk Cafe occupancy. Except for the occasional private parties described below, there shall be no occupancy of the Sidewalk Cafe except the 14 persons using the 14 seats applied for in the liquor license application.
- d. Private Parties. There will be no more than five private parties a year on the Sidewalk Cafe; the occupancy of the Sidewalk Cafe for such parties shall not exceed 20 people.

30. Withdrawal of protest. Protestant agrees to the issuance of license to the license and the withdrawal of their protest *provided* that the present Voluntary Agreement is incorporated into the Board's order granting the license, which order is thereby conditioned upon compliance with such Voluntary Agreement.

31. Signatures.

APPLICANT:

Name of Business:

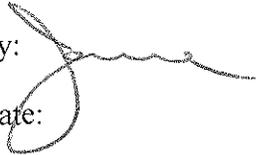
BLT Burger DC LLC

Owner's Name:

James Haber

By:

Date:



PROTESTANT:

By:

Jim King

Date:

By:

Abigail C. Nichols,
Palladium

Date:

8/11/2010

By:

Phil Carney ANC2B07

Date:

8/11/10