

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

_____)
In the Matter of:)
)
Best Wings, Inc.)
t/a Blue Gin)
)
Application for Substantial Change)
(Summer Garden))
to a Retailer's Class CT License)
)
at premises)
1206 Wisconsin Avenue, N.W.)
Washington, D.C. 20007)
_____)

Case No. 11-PRO-00089
License No. ABRA-017458
Order No. 2012-313

Best Wings, Inc., t/a Blue Gin (Applicant)

Ron Lewis, Chairperson, Advisory Neighborhood Commission (ANC) 2E

Jennifer Altemus, President, Citizens Association of Georgetown (CAG)

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Calvin Nophlin, Member
Mike Silverstein, Member

**ORDER ON AMENDMENT TO VOLUNTARY AGREEMENT AND
WITHDRAWAL OF PROTESTS**

The Application filed by Best Wings, Inc., t/a Blue Gin, for a Substantial Change to include a new summer garden with 120 seats to its Retailer's Class CT License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on January 9, 2012 and a Protest Status Hearing on February 15, 2012, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Alcoholic Beverage Control Board (Board) reflect that the Applicant, ANC 2E, and CAG entered into a Voluntary Agreement (Agreement),

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signed on April 20, 2004, that governs the operation of the Applicant's establishment. This matter comes now before the Board to consider the Parties' Amendment to Voluntary Agreement (Amendment), dated April 2, 2012, in accordance with D.C. Official Code § 25-446 (2001).

All terms and conditions of the original Agreement, not amended by the Amendment, shall remain in full force and effect.

The Amendment has been reduced to writing and has been properly executed and filed with the Board. The Applicant; Chairperson Ron Lewis, on behalf of ANC 2E; and Jennifer Altemus, on behalf of CAG, are signatories to the Agreement.

This Agreement also constitutes a withdrawal of the Protests filed by ANC 2E and CAG of this Application.

Accordingly, it is this 25th day of July, 2012, **ORDERED** that:

1. The Application filed by Best Wings, Inc., t/a Blue Gin, for a Substantial Change to include a new summer garden with 120 seats to its Retailer's Class CT License, is **GRANTED**;
2. The Protests of ANC 2E and CAG in this matter are hereby **DISMISSED**;
3. The above-referenced Amendment to Voluntary Agreement, dated April 2, 2012, submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

Section 4 (Advertising) shall be removed.

The parties have agreed to this modification.

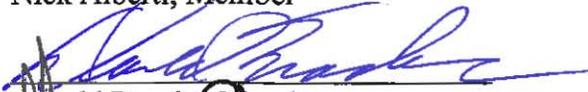
4. Copies of this Order shall be sent to the Applicant, ANC 2E, and CAG.

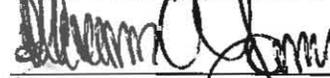
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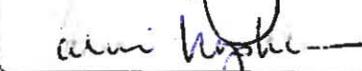
District of Columbia
Alcoholic Beverage Control Board


Ruthanne Miller, Chairperson


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 by this Order may file a Motion for Reconsideration within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14th Street, N.W., Suite 400S, Washington, D.C. 20009.

AMENDMENT TO AGREEMENT

THIS AMENDMENT (the "Amendment") is made and entered into this 2nd day of April 2012 by and among Best Wings, Inc ("Applicant"), Advisory Neighborhood Commission 2E ("ANC 2E"), and the Citizens Association of Georgetown ("CAG").

WHEREAS, Applicant is the owner of the business located at 1206 Wisconsin Avenue, NW and is the holder of a Retailer's License Class CT Alcoholic Beverage License, Application No. 11950, for use at the location;

WHEREAS, ANC 2E and CAG represent residents and taxpayers within the boundary of ANC 2E;

WHEREAS, the parties entered into an Agreement dated April 4, 2004 and approved by order of the Alcoholic Beverage Control Board dated July 21, 2004 concerning the operation of the business at the Premises;

WHEREAS, Applicant has filed an application for approval of a summer garden consisting of a roof top terrace seating area (the "Summer Garden") to be constructed at the establishment;

WHEREAS, ANC 2E and CAG protested the application for the Summer Garden;

WHEREAS, the parties desire to enter into this Amendment to resolve the protest .

NOW, THEREFORE, in consideration of the agreements set forth herein, the parties hereto mutually agree as follows:

1. Summer Garden Occupancy. The Summer Garden shall have a maximum capacity of 120.
2. Noise Control. The Applicant warrants and represents that it has engaged the services of a reputable sound engineer to design the Summer Garden in a manner as to minimize noise transmission from the Summer Garden. Applicant agrees that it shall follow the recommendations of the sound engineer in constructing the Summer Garden. Applicant shall only play ambient, background music in the Summer Garden area. The location, orientation, and volume level of speakers used to play music on the summer garden area shall be configured to prohibit music from being heard at any residential property, on Wisconsin Avenue, NW, M Street, NW or on Prospect Street, NW. Speaker levels will be limited via hardware and/or software to ensure compliance with this section to prevent any person (whether authorized or not) from increasing the volume above the level described in this section. There shall be no live entertainment or DJs and no facilities for dancing in the Summer Garden.

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DISTRICT OF COLUMBIA
OFFICE OF THE ATTORNEY GENERAL
REGISTRATION DIVISION

3. Summer Garden Hours. The Summer Garden shall close, and all patrons shall vacate the Summer Garden, by 12:00 a.m., midnight, Sunday through Thursday, and by 1:00 a.m. Friday and Saturday nights (Saturday and Sunday mornings).

4. Advertising. Applicant shall not distribute fliers or cards to promote its business.

5. Notices. Notices under the Agreement or this Amendment shall be in writing and mailed by certified mail (or similar service including FedEx or UPS), return receipt requested, postage prepaid, hand delivery, or emailed to the other parties. Notice is to be given as follows:

If to Applicant: Best Wings, Inc. c/o
Capital Restaurant Concepts
1305 Wisconsin Avenue N.W.
Washington, DC 20007

Copies To: Gregory Talcott
8008 Hackamore Drive
Potomac, MD 20854

Andrew J. Kline
Veritas Licensing & Legislative Affairs
1225 19th Street, NW, Suite 320
Washington, DC 20036

If to ANC 2E: ANC 2E
3265 S Street NW
Washington, DC 20007

If to CAG: CAG
1365 Wisconsin Avenue NW, Suite 200
Washington, DC 20007

6. Entire Agreement. This Amendment and the Agreement set forth the entire understanding of the parties with respect to Applicant's alcoholic beverage application and issuance of the License. There are no other warranties or representations which have been made or shall be relied upon by any of the parties to this Agreement other than those expressly set forth herein. Except as otherwise expressly provided in this Amendment, the Agreement remains in full force and effect. In the event of a conflict between the terms of this Amendment and the Agreement, this Amendment shall control.

7. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date stated above.

APPLICANT:
BEST WINGS, INC.

By: Paul J. Conroy
Print Name: PAUL J CONROY
Date Signed: 4-2-11

ADVISORY NEIGHBORHOOD
COMMISSION 2E

By: Ron Lewis
Print Name: RON LEWIS
Date Signed: 4/2/12

CITIZENS ASSOCIATION OF
GEORGETOWN

By: Jennifer Attemus
Print Name: Jennifer Attemus
Date Signed: 4.2.12

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

In the Matter of:)	
)	
Best Wings, Inc.)	
t/a Blue Gin)	
)	
Application for a Retailer's Class)	Application No. 11950
CT License – new)	2004-57
at premises)	
1206 Wisconsin Avenue, NW)	
Washington, D.C.)	

Greg Talcott and Jonathan Scott Umbel, on behalf of Best Wings, Inc. and Bill Starrels, Vice Chair, on behalf of the Advisory Neighborhood Commission 2E, Signatories

BEFORE: Charles A. Burger, Chairperson
Vera Abbott, Member
Judy A. Moy, Member
Audrey E. Thompson, Member
Peter B. Feather, Member

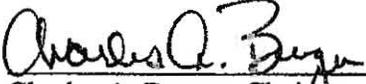
ORDER ON VOLUNTARY AGREEMENT

This matter came before the Board for approval on May 5, 2004. The signatories to the attached voluntary agreement, dated April 20, 2004, submitted the agreement to the Board in accordance with 23 DCMR Section 1609 (May 2004).

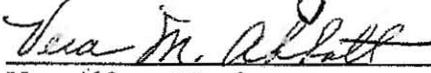
Having determined that the agreement complies with all applicable laws and regulations and the applicant qualifies for licensure, the Board does hereby this 21st day of July 2004, **APPROVE** the license application conditioned on the applicant's compliance with the terms of the voluntary agreement and does **INCORPORATE** the text of the same into the Order.

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t/a Blue Gin
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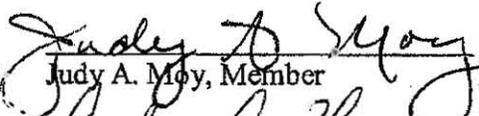
District of Columbia
Alcoholic Beverage Control Board



Charles A. Burger, Chair



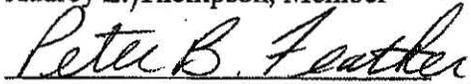
Vera Abbott, Member



Judy A. Moy, Member



Audrey E. Thompson, Member



Peter B. Feather, Member

Received
4/21/04 (C)

AGREEMENT

THIS AGREEMENT ("Agreement") is made by Best Wings, Inc. a District of Columbia corporation, t/a Blue Gin (the "Applicant") with Advisory Neighborhood Commission 2E ("the ANC") and the Citizens Association of Georgetown ("the CAG").

WHEREAS, Applicant filed with the District of Columbia Alcoholic Beverage Control Board (the "Board") an application for a license, Class CT ("the Application"), for a new restaurant to be known as Blue Gin, located at 1206 Wisconsin Avenue ("Premises), Application #11950, which is pending before the District of Columbia Alcoholic Beverage Control Board.

WHEREAS, the ANC and CAG represents the residents and taxpayers within the boundaries of ANC2E and wishes to insure that no establishment that sells alcoholic beverages will adversely affect the health, safety, and quality of life in the surrounding community;

NOW, THEREFORE, in consideration of the agreements set forth herein, the parties hereto mutually agree as follows:

1. Occupancy and Safety. The establishment shall have a maximum capacity of 199 persons, with no more than 125 on the first floor and 74 on the second floor. This limit shall be prominently posted and shall not be exceeded. The Applicant shall ensure that a clear passageway is maintained at all times for the safe egress of occupants in case of fire or other emergency.
2. Hours of Operation. The hours of operation shall be 10AM to 2 AM, Sunday through Thursday, and 10AM to 3 AM, Friday and Saturday. The Applicant shall keep the kitchen open and have a full service menu until two hours before closing and have a limited food service until one-half hour before closing. At closing time the Applicant agrees to encourage patrons to leave via Wisconsin Avenue oriented exit(s).
3. Entertainment. Dancing with a DJ will be allowed on the first floor. There will be no live music except for small private parties that may require appropriate music provided that such music levels cannot be heard outside the Establishment. No outside promotions or promoters tied to entertainment will be allowed.
4. Trash Removal. The Applicant shall never permit trash, garbage, or litter to be placed outside the premises in unprotected bags, cans, or containers and shall insure that all legal refuse containers are emptied by a professional garbage truck service at least twice a week. The Applicant shall ensure that no part of the premises harbors rats or other vermin. Trash is to be disposed of in a structured trash area behind the establishment. If this rear area becomes unavailable for trash disposal, this Agreement is to be open for immediate revision.

5. Sanitation. In accordance with DCMR Title 25 (Food Regulations) Section 2207.2, all food waste shall have and use one or more food waste grinders that are conveniently located to dispose of all readily grindable food waste produced.

6. The Applicant agrees that when a cover charge is in use, only 21 year olds and older will be allowed in the establishment.

7. The Applicant shall not distribute fliers, cards to promote business.

8. The Applicant agrees that if the food operation of the Establishment changes appreciatively than either party can ask the ABC Board to investigate to see if the Applicant needs to apply for a substantial change.

9. The parties agree that the above provisions are conditions of the license and any failure of Applicant to adhere to the foregoing commitments would constitute grounds for the ANC or CAG to petition the ABC Board for issuance of an order to show cause pursuant to 23 D.C.M.R. §1513.5. Prior to so petitioning, however, the ANC or CAG shall notify the Applicant of any perceived violations and afford Applicant seven (7) calendar days in which to address or rectify the perceived violation.

10. This written agreement constitutes the only agreement between the parties and may be modified only by the written agreement of both parties.

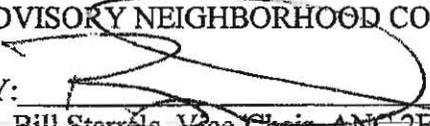
Executed this 20 day of April, 2004.

APPLICANT

BY: 
Greg Takcott

BY: 
Jonathan Scott Umbel

ADVISORY NEIGHBORHOOD COMMISSION 2E

BY: 
Bill Starréls, Vice-Chair, ANC 2E and Chairman, ABC Committee

CITIZENS ASSOCIATION OF GEORGETOWN

BY: Ray Kukulski
Ray Kukulski, President