

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

In the Matter of:)

750 Biere, LLC)

t/a Duchess and The Queen)

Application For Transfer from)
Safekeeping To a New Owner)
of a Retailer's Class CR License)

Case No. 12-PRO-00064

License No. ABRA-089545

Order No. 2012-530

at premises)

2102 18th Street, N.W.)

Washington, D.C. 20009)

750 Biere, LLC, t/a Duchess and The Queen (Applicant)

Stephen Lanning, Commissioner, Advisory Neighborhood Commission (ANC) 1C

Denis James, on behalf of Kalorama Citizens Association (KCA)

John Elko, on behalf of A Group of Five or More Individuals

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

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

The Application filed by 750 Biere, LLC, t/a Duchess and The Queen, for a Transfer from Safekeeping to a New Owner, of its Retailer's Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on July 23, 2012, and a Protest Status Hearing on September 12, 2012, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 1C, KCA, and the Group of Five or More Individuals have entered into a Voluntary Agreement (Agreement), dated

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December 5, 2012, that governs the operation of the Applicant's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant; Commissioner Stephen Lanning, on behalf of ANC 1C; Denis James, on behalf of KCA; and James A. Bulen, Angel E. Botto, John L. Elko, Annabel Hertz, Cliff Mauton, and Jennifer L. Saulino are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 1C, KCA, and the Group of Five or More Individuals.

Accordingly, it is this 13th day of December, 2012, **ORDERED** that:

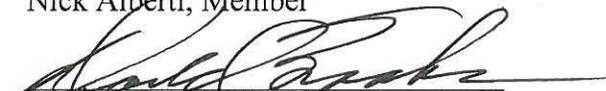
1. The Application filed by 750 Biere, LLC, t/a Duchess and The Queen, for a Transfer from Safekeeping to a New Owner, of its Retailer's Class CR License, located at 2102 18th Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protests of ANC 1C, KCA, and the Group of Five or More Individuals in this matter are hereby **WITHDRAWN**;
3. The 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 1C, KCA, and John Elko, on behalf of A Group of Five or More Individuals.

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District of Columbia
Alcoholic Beverage Control Board


Ruthanne Miller, Chairperson


Nick Alberti, Member


Donald Brooks, Member

Herman Jones, 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



Advisory Neighborhood Commission 1C

PO Box 21009, NW, Washington, DC 20009

www.anc1c.org

Representing Adams Morgan

Commissioners:

Stacey Moye (1C01)
Vice Chairperson

December 12, 2012

Marty Davis (1C02)

Ruthanne Miller, Chairperson
Alcoholic Beverage Control Board
2000 14th St., NW, Room 400S

vacant (1C03)

Gabriela Mossi (1C04)

Washington, DC 20009

vacant (1C05)

Steve Lanning (1C06)

Dear Chairperson Miller:

Wilson Reynolds (1C07)
Chairperson

At a duly-noticed public meeting of ANC 1C held on December 5, 2012, with a quorum of five of six Commissioners present, Advisory Neighborhood Commission 1C approved by voice vote a Voluntary Agreement with the applicant for license number ABRA-089545.

Katherine Boettrich
(1C08) Treasurer

The Voluntary Agreement for this establishment, to be known as the 'Duchess and The Queen' at 2102 18th St., NW, Washington, DC 20009 is reproduced below.

On behalf of ANC 1C we are pleased to offer this agreement.

Thank you.



Wilson Reynolds
Chair, Advisory Neighborhood Commission 1C

attachment

**COOPERATIVE AGREEMENT CONCERNING
THE ISSUANCE OF A LICENSE TO SELL ALCOHOLIC BEVERAGES**

THIS AGREEMENT is made and entered into this 5th day of December, 2012, by and between 750 Biere, LLC, t/a Duchess and The Queen, 2102 18th Street, NW (hereinafter the "Applicant"), Advisory Neighborhood Commission 1C (hereinafter "ANC 1C"), the Kalorama Citizens Association (hereinafter the "KCA"), and individual protestants James A. Bulen; Angel E. Botto; John L. Elko; Annabel Hertz; Cliff Mauton, and Jennifer L. Saulino, (the Applicant, ANC 1C, the KCA, and the individual protestants, shall be known hereinafter as "the Parties"), as the license previously numbered ABRA-012650 comes out of safekeeping and an application for transfer and substantial change to Duchess and The Queen has been filed.

RECITALS

WHEREAS, the Applicant shall operate a restaurant known as Duchess and The Queen, 2102 18th Street, N.W., Washington, D.C. 20009 pursuant to issuance of license number ABRA-089545 ("Establishment"), a CR-01 license;

WHEREAS, the Applicant shall amend the instant Application to remove the entertainment endorsement and add a brew pub endorsement;

WHEREAS, the Establishment is within the boundaries of ANC 1C;

WHEREAS, the Establishment is located within KCA's boundaries and KCA has members residing within the affected area;

WHEREAS, the individual protestants comprise "a group of no fewer than 3 residents or property owners of the District sharing common grounds for their protest" as set forth in D.C. Official Code §25-601(2) (as amended) providing the standing for persons to protest a license;

WHEREAS, the Applicant has requested the removal of license ABRA-012650, previously known as "Avignone Freres" from safekeeping under the D.C. Alcoholic Beverage Control Act, and has applied to transfer the license to a new location at 2102 18th Street NW;

NOW, THEREFORE, in consideration of the above recitals, and the mutual covenants and undertakings set forth below, the Parties agree as follows:

- 1. Operation.** At all times, the Applicant shall operate a bona-fide restaurant with brew pub endorsement, with the primary purpose of food preparation and consumption, as defined in D.C. Code §25-101(12) and (43). The basement of the premises shall be where the brewing machinery and devices are located. The Applicant may conduct private brew pub tours that include the basement. No alcoholic beverages shall be sold to, or consumed by, patrons of the establishment while in the basement, or those participating in tours of the restaurant/brew pub, in the basement. Patrons of the restaurant/brew pub will only utilize floors 1 and 2. Floor 3 will not be used by restaurant patrons. Upon final passage of Bill 19-824, the ABC Omnibus Amendment Act of 2012, with amendments to brew pub rules that will allow growlers to be filled at on-premise establishments, the Applicant may fill growlers in the basement level of the establishment for consumption elsewhere. Applicant shall assure that no such growlers filled at his establishment are later opened in the establishment.

2. Hours. The permitted hours of operation shall be*:

Sunday- Thursday 10:00 am -12:00 midnight

Friday & Saturday: 10:00 am - 1:00 am

HOURLS FOR THE SALE OF GROWLERS SHALL END AT 12:00 MIDNIGHT EACH DAY OF THE WEEK

Applicant agrees to announce "Last Call" 30 minutes before closure each night of operation and to deliver final alcoholic beverages to customers no later than 20 minutes before closure, after which no further alcohol shall be served.

*With the exception of New Year's Eve, when the Applicant may operate as provided at 23 DCMR §705.11.

3. **Sound/Music/Noise.**

- a. Applicant shall install sound/vibration dampening materials in the Establishment in all rear walls, including the rear south side projecting walls to the 2nd floor.
- b. Applicant acknowledges familiarity with and will comply with all applicable noise-control provisions of District of Columbia law and regulations, including, but not limited to the D.C. Noise Control Act of 1977 (D.C. Law 2-53), including 20 DCMR, Chapters 27 and 28, as amended. 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, in accordance with D.C. Official Code § 25-725 (2001).
- c. Doors and windows of the premises shall be kept closed at all times during business hours when music is being played, or a sound amplification device is being employed in the premises, except when persons are using the door for ingress to or egress from the premises.
- d. Doors used for patron ingress and egress will never be propped or tied open.
- e. The sound from recorded music played inside will not be audible at surrounding residential housing areas.
- f. Applicant agrees that there shall be no vendor deliveries through the alley door.
- g. Applicant agrees to install quiet and odorless kitchen ventilation systems. Such venting systems shall be located as far as possible from the rear of the Establishment and emissions shall be directed toward 18th Street so that any odors emitted will have as little effect on residents to the rear of the Establishment as possible.
- h. Application does not include an entertainment endorsement. However, in accordance with the definition of "entertainment" in D.C. Code §25-101(21A), pre-recorded music is permitted.

4. **Trash, Recycling and Rodents.**

- a. Applicant shall maintain daily trash and recycling removal service, regularly remove trash from the exclusive trash and dumpster area, and see that the trash and dumpster area remains clean. Trash and recycling will be conveyed to the removal company's trucks, which will not enter the narrower alley directly behind the Establishment. Applicant will provide a board fence around the dumpster area.
- b. Applicant agrees that the Establishment's trash and recycling containers will remain tightly secured and that any bags placed inside will be tightly sealed.
- c. Applicant will provide for the proper removal and recycling of grease and fatty oils from the Establishment. Applicant agrees never to place any container holding grease or fatty oils in the Establishment's trash or recycling containers.
- d. Applicant agrees to segregate bottles (and to recycle bottles, cans, plastics and cardboard in accordance with DC Law) from trash and agrees there will be no dumping of empty bottles or other recycling outside, or pickup of the recycling and garbage in the alley behind the restaurant between the hours of 11:00 pm and 8:00 am, seven days a week.

- e. Applicant shall deposit trash and recycling only in rodent-proof dumpsters and shall see that dumpster covers fit properly and remain fully closed except when trash or recycling is being added or removed. Applicant will make every reasonable effort to eliminate food sources for rodents to help eliminate the rat population.
4. **Occupancy.** The Establishment's seating capacity shall not exceed ninety-nine (99) persons. The Establishment's total occupancy shall not exceed one-hundred and fifty (150) persons.
5. **Bar & Pub Crawls.** Applicant agrees not to promote or participate in organized, multi-bar tours, bar or pub "crawls" or similar events.
6. **Sidewalk Café/Summer Garden.** Applicant agrees that any request to the Public Space Committee for a sidewalk café at the Establishment shall not infringe upon the width of clear passageway of 12 feet from the inside of the curb recommended to the Committee by resolution of ANC 1C and the KCA. Copies of these resolutions shall be attached at the rear of this agreement.
7. **Brew Pub Endorsement.** Applicant agrees to submit an amended Application to the Alcoholic Beverage Regulation Administration (ABRA) for a brew pub endorsement. The parties to this agreement agree to not protest this further request of ABRA, provided that the request as noticed on ABRA placards does not exceed any of the conditions contained in this agreement.
8. **Parking.** Applicant and individual protestants agree to each create and install signs stating that:
 - a. In the case of the Applicant, signs shall be posted in conspicuous locations inside the establishment advising that any patron parking in private space adjacent to 1807 California is subject to towing.
 - b. In the case of the individual protestants, only parking by Winchester residents is permitted on private space around 1807 California Street, NW.
9. **Consideration.** Applicant will encourage employees and patrons to be considerate of neighboring residents at all times by signs posted in the establishment. There shall be no use of the alley by employees during breaks.
10. **Modification.** This Agreement can be modified only by the ABC Board, or by mutual agreement of all the parties with the approval of the ABC Board. Any modification by ANC 1C must be approved at a duly noticed public meeting with a quorum of commission members present.
11. **Regulations.** In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations.
12. **Availability of Voluntary Agreement.** Applicant agrees to keep available at all times a copy of this Agreement at his establishment and to familiarize all his employees with its conditions.
13. **Final Agreement and Modification.** This agreement shall constitute the only agreement between the Parties, except to the extent it is subsequently modified by the Parties. For purposes of D.C. Official Code Section §25-446(d)(2)(B) (as amended), the date of the ABC Board's approval of this agreement shall commence the applicable period.

Page of Signatures

Duchess and Queen Cooperative Agreement; ABRA License No. 089545

December 5, 2012

Applicant

Signature

Date

Please print name

Title

ANC 1C

Signature

Date

Please print name

Title

Denis James, President, KCA

James A. Bulen

Angel E. Butto

John L. Elko

Annabel Hertz

Cliff Mauton

Jennifer L. Saufino

12-5-12

12-5-2012

12/8/12

12/8/12

5 DEC 2012

5 Dec 2012

12/8/12

12-7-12

Date

Title

Date

Title

Date

Title

Date

Title