

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

_____)	
In the Matter of:)	
)	
Mate, LLC)	
t/a Mate)	
)	
Petition to Terminate)	
Voluntary Agreement)	License No. 072014
)	Order No. 2010-430
at premises)	Case No. 10-PRO-00087
3101 K Street, N.W.)	
Washington, D.C. 20007)	
_____)	

Mate, LLC, t/a Mate, Petitioner

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

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

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 Mate, LLC, t/a Mate (Petitioner), located at 3101 K Street, N.W., Washington, D.C., filed a Petition to Terminate its Voluntary Agreement. The Petitioner; Chairperson Ron Lewis, on behalf of ANC 2E; and Jennifer Altemus, on behalf of CAG, have entered into a Voluntary Agreement (Agreement) dated July 9, 2010, setting forth the terms and conditions that govern the operation of the Petitioner's establishment. This Agreement also constitutes a withdrawal of the Protest filed by ANC 2E and CAG.

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

Accordingly, it is this 11th day of August 2010, **ORDERED** that:

1. The Protest in this matter is hereby **WITHDRAWN**;
2. The above-referenced Voluntary Agreement submitted by the Petitioner, ANC 2E, and CAG to govern the operations of the Petitioner's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except that Section 7 shall read as follows:

“This written agreement constitutes the only agreement between the parties and may be modified only by written agreement executed by both parties or by the Board consistent with the law.”

The Parties have agreed to this modification.

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

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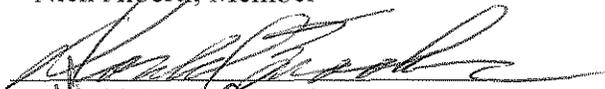
District of Columbia
Alcoholic Beverage Control Board

Charles Brodsky, Chairperson

Mital M. Gandhi, Member



Nick Alberti, Member



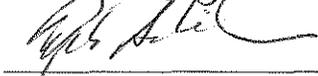
Donald Brooks, Member



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., Third Floor, Washington, DC 20009.

AGREEMENT

THIS AGREEMENT ("Agreement") is made by Mate, LLC, a District of Columbia limited liability company, t/a Mate (the "Licensee") with Advisory Neighborhood Commission 2E (the "ANC").

WHEREAS, Licensee has filed with the District of Columbia Alcoholic Beverage Control Board (the "Board") a renewal application for license, Class CR, License #72014, for a restaurant known as Mate, operating at 3101 K Street, NW, Washington, DC (the "Renewal Application").

WHEREAS, the ANC 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; and

WHEREAS, in order to secure ANC's written approval for the renewal application, Licensee has agreed to enter into this voluntary agreement commemorating certain understandings regarding the Licensee's operational plans:

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

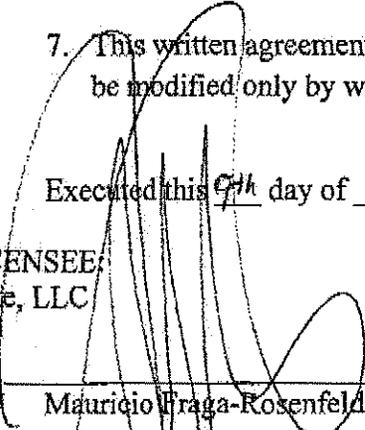
1. Hours of Operation. The permitted hours of operation shall be Fridays and Saturdays until 3:00AM with no drinks served after 2:30AM. The permitted hours of operation for Sunday through Thursday shall be until 2:00AM with no drinks served after 1:30AM. Food shall be available until closing times.
2. Entertainment. The Licensee may offer recorded music or three piece jazz combo that (a) shall be at noise levels that do not violate any noise ordinance or related regulations, and (b) in all events shall not be audible outside the premises, in the condominiums or in the movie theater. Chairs shall not be moved to make way for a dance floor. No lines shall be permitted outside the establishment that interferes in any way with the sidewalks at K or 31st Street.
3. Promoters. The establishment shall not cede control of its operations to outside promoters to in any way promote alcohol. Licensee shall not use or allow others to use leaflets to market its establishment. Licensee shall not enter into an arrangement that allows a promoter or any other person to charge cover or admission fees of any kind to enter the establishment.
4. Trash Removal. The Licensee shall never permit garbage, litter, or trash to be placed outside the premises in unprotected bags, cans or containers.

5. Sanitation. In accordance with DCMR Title 23(Food Regulations) Section 2206, all food waste (garbage) shall be disposed of via a food waste (garbage) grinder. Those items that cannot be readily ground (such as bones) shall be disposed of in a metal container with a tightly fitting lid.
6. The parties agree that the above provisions are conditions of the license and any failure of the Licensee to adhere to the foregoing commitments would constitute grounds for the ANC to petition the ABC Board for an order to show cause pursuant to DC Regulations. Prior to so petitioning however, the ANC shall notify the Licensee of any perceived violations and afford Licensee seven (7) calendar days in which to address or rectify the perceived violation.
7. This written agreement constitutes the only agreement between the parties and may be modified only by written agreement executed by both parties.

Executed this 9th day of July, 2010.

LICENSEE:
Mate, LLC

By:


Mauricio Fraga-Rosenfeld

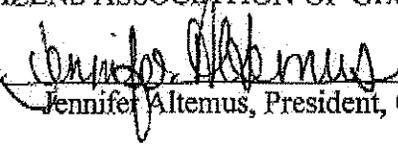
ADVISORY NEIGHBORHOOD COMMISSION 2E

By:


Ron Lewis, Chair, ANC 2E

CITIZENS ASSOCIATION OF GEORGETOWN

By:


Jennifer Altemus, President, CAG