

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

In the Matter of:)	
)	
Top Shelf, LLC)	
t/a Penn Quarter Sports Tavern)	
)	
Petition to)	Case No. 14-PRO-00011
Terminate Voluntary Agreement)	License No. ABRA-076039
for a Retailer's Class CT License)	Order No. 2014-225
)	
at premises)	
639 Indiana Avenue, N.W.)	
Washington, D.C. 20004)	

Top Shelf, LLC, t/a Penn Quarter Sports Tavern (Petitioner)

Kevin Wilsey, Chairperson, Advisory Neighborhood Commission (ANC) 2C

Dominic Cardella, Abutting Property Owner (Protestant)

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 AND
WITHDRAWAL OF PROTEST OF ANC 2C**

The official records of the Alcoholic Beverage Control Board (Board) reflect that Top Shelf, LLC, t/a Penn Quarter Sports Tavern, (Petitioner), entered into a Voluntary Agreement with ANC 2C and Dominic Cardella on September 10, 2008 and it was approved by the Board on October 1, 2008. The Petitioner sought to terminate its Voluntary Agreement, under D.C. Official Code § 25-446(d). The Petition to Terminate was protested by ANC 2C and Dominic Cardella.

The official records of the Board reflect that the Petitioner and ANC 2C have entered into a Settlement Agreement (Agreement), dated April 21, 2014, that governs the operation of the Petitioner's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Petitioner and Chairperson Kevin Wilsey, on behalf of ANC 2C, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 2C of this Petition.

Accordingly, it is this 21st day of May, 2014, **ORDERED** that:

1. The Protest of the ANC 2C in this matter is hereby **WITHDRAWN**;
2. The above-referenced Settlement Agreement submitted by the Petitioner and ANC 2C to govern the operations of the Petitioner's establishment is **APPROVED** and **INCORPORATED** as part of this Order; except for the following modifications:

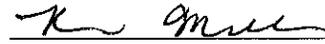
Section 3 (Notice, Complaints, and Interested Parties) – The last sentence shall be modified to read as follows: “Should steps not be adhered to by PQST, the ANC may file a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(3).”

Section 5 (Enforcement) – The last sentence shall be modified to read as follows: “If the Establishment should breach the conditions of the Settlement Agreement, it is understood by all parties that ANC 2C or others shall seek self-mediation within fifteen (15) business days of said notice and attempt civil resolution before filing a complaint and request for investigation with the ABC Board pursuant to D.C. Official Code § 25-446(3).”

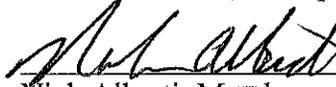
The Petitioner and ANC 2C have agreed to these modifications.

3. The protest filed by Dominic Cardella is unaffected by the settlement reached between ANC 2C and the Petitioner.
4. Copies of this Order shall be sent to the Petitioner, ANC 2C, and Dominic Cardella.

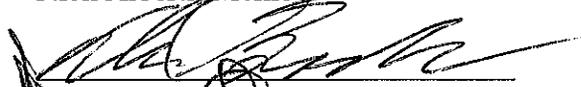
District of Columbia
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



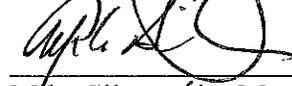
Nick Alberti, Member



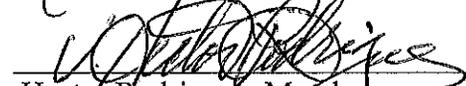
Donald Brooks, Member



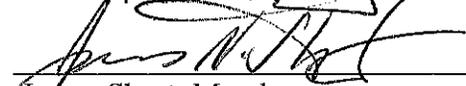
Herman Jones, Member



Mike Silverstein, Member



Hector Rodriguez, Member



James Short, Member

Pursuant to 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.

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, 500 Indiana Avenue, N.W., Washington, D.C. 20001. However, the timely filing of a Motion for Reconsideration pursuant to D.C. Official Code § 25-433, 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).

Settlement Agreement

**Top Shelf LLC TA Penn Quarter Sports Tavern
ABRA License Number 76039
("Establishment")**

**639 Indiana Avenue
Washington, DC 20004
("Premises")**

AND

**Advisory Neighborhood Commission 2C
("ANC 2C")**

PREAMBLE

This Settlement Agreement, having been adopted by vote of a majority of Commissioners of ANC 2C, at a regularly scheduled and duly noticed meeting, and executed by the Establishment and ANC 2C, and dated as indicated above replaces the current Voluntary Agreement dated August of 2008 that is currently attached to the Establishment's License.

The Establishment agrees to work regularly with ANC 2C and the surrounding residents to ensure that its operations do not adversely affect the neighborhood. Both parties believe the statements and provisions contained in the Settlement Agreement are reasonable and will become wholly integrated into the day-to-day operations of the Establishment.

The ANC, the community and the Establishment understand and agree that the requirements imposed upon the Establishment, as set forth herein, are important measures to enhance the relationship with the community and the ANC, protect the safety, peace, order and quiet of the neighborhood for all.

Witnessed

Whereas, the Establishment's premises are within the boundaries of ANC 2C03.

Whereas, the ANC and the Establishment desire to enter into an agreement governing certain requirements and understandings regarding the Establishment's Class C Tavern License.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Use and Purpose of Premises. The Establishment will operate as a "tavern." It will not operate as a "nightclub." According to ABRA regulations a "tavern" is a space in a building which is regularly used and kept open as a place where food and alcoholic beverages may be served. The Establishment acknowledges that it does not have an "entertainment endorsement" for dancing. The Establishment also acknowledges that with an entertainment endorsement" for dancing, a business may have recorded and live music, but may not provide facilities for dancing for its employees, patrons or entertainers.

2. Business Operations and Practices.

a). The Establishment shall take all necessary steps to prevent patron rowdiness including refusing admission and service to, or ejecting, rowdy unruly persons. Should any disturbance occur inside or outside the Premises where a patron or patrons are required to leave, the Establishment will take any measure deemed appropriate under the circumstances, including but not limited to, contacting the police, and ensuring the safety of any other patron that may have complained to management or was inadvertently affected by a disruptive patron to ensure that there is no additional disturbance outside the Premises after any such incident.

b). The Establishment's "Hours of Operation" shall be consistent with the hours of operation as permitted by the Establishment's ABRA license and Sidewalk Café license.

3. Noise, Complaints and Interested Parties.

a). The Establishment will post conspicuous signage to advise patrons of its Sidewalk café closing times. The Establishment shall also and at all times post a legible sign in the enclosed café stating, "Please be respectful of the Peace and Quiet that is required by our residential neighbors."

b). If noise from the establishment is a source of a reasonable complaint by neighbors living close by or near the Premises or any other issues that the ANC or neighbors find objectionable the Establishment shall meet with the neighbors and the ANC. All parties shall act in good faith and use reasonable judgment to attempt to find an acceptable solution to resolve any of these concerns within (15) business days from receipt of written notice of the complaint to discuss possible steps to ameliorate the problem. Steps agreed to in writing by all parties will be implemented within (10) ten business days following the meeting or as agreed by the parties. Should said steps not be adhered to by PQST the ANC may request a show cause hearing pursuant to 23DCMR 1513.5.

4. Miscellaneous. The Establishment shall keep on premises, a copy of this Settlement Agreement in the Premises in conjunction with the posting of its alcoholic beverage license.

5. Enforcement. The Establishment and ANC 2C agree to enter into this Settlement Agreement and recognize that upon their joint filing of this Settlement agreement with the Alcoholic Beverage Regulatory Administration this Settlement Agreement, shall be incorporated into the Establishment's License and constitute a part thereof. If the Establishment should breach the conditions of the Settlement agreement or any other ABRA statute it is understood by all parties that ANC 2C and or others shall seek self-mediation within (15) business days of said notice and attempt civil resolution before petitioning the ABC Board for a "show cause" hearing pursuant to 23 DCMR 1513.5.

In witness whereof, the parties acting through their authorized representatives have signed and sealed this Settlement Agreement.

Establishment:

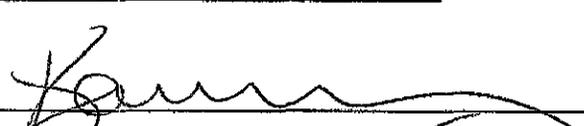
Signature: 

Printed Name: MICHAEL BRAND

Title: OWNER

Date: 4/2/14

Advisory Neighborhood Commission 2C

Signature: 

Printed Name: Kevin Wilsey

Title: Chairman ANC 2C

Date: 4-21-14