

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

In the Matter of: )  
 )  
BCI Food Services, LLC )  
t/a Standard ) License No. 083769  
 ) Order No. 2010-373  
Application for a New )  
Retailer's Class CR License )  
 )  
at premises )  
1801 14th Street, N.W. )  
Washington, D.C. 20009 )  
\_\_\_\_\_ )

BCI Food Services, LLC, t/a Standard, Applicant

Ramon Estrada, on behalf of Advisory Neighborhood Commission (ANC) 2B

Peter Raia, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 1B

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

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

The official records of the Alcoholic Control Board (Board) reflect that BCI Food Services, LLC, t/a Standard, Applicant for a new Retailer's Class CR License located at 1801 14th Street, N.W., Washington, D.C., ANC 2B, and ANC 1B have entered into a Voluntary Agreement, dated June 14, 2010, setting forth the terms and conditions that govern the operation of the Applicant's establishment. This Agreement constitutes a withdrawal of the Protest of this Application by ANC 2B. ANC 1B filed a timely protest, but was dismissed for failure to appear at the Roll Call Hearing.

**BCI Food Services, LLC**  
**t/a Standard**  
**License No: 083769**  
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Accordingly, it is this 23rd day of June 2010, **ORDERED** that:

1. The Application filed by BCI Food Services, LLC, t/a Standard for a new Retailer's Class CR license located at 1801 14th Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protest filed by ANC 2B in this matter is hereby **DISMISSED**;
3. The above-referenced Voluntary Agreements submitted by the Applicant, ANC 2B, and ANC 1B 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 ANC 1B.

**BCI Food Services, LLC**  
**t/a Standard**  
**License No: 083769**  
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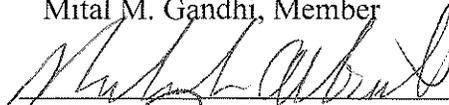
District of Columbia  
Alcoholic Beverage Control Board

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Charles Brodsky, Chairperson

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Mital M. Gandhi, Member



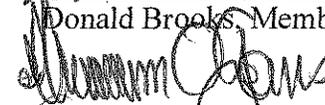
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Nick Alberti, Member



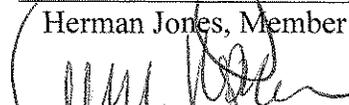
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Donald Brooks, Member



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Herman Jones, Member



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Calvin Nophlin, 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, D.C. 20009.

## Voluntary Agreement Concerning Issuance of License

THIS VOLUNTARY AGREEMENT made and entered into this 14<sup>th</sup> day of June, 2010, by and between the signatories to this Voluntary Agreement.

### WITNESSETH:

Whereas BCI Food Services LLC (“Applicant”) has filed application ABRA-083769 with the District of Columbia Alcoholic Beverage Control Board (“ABC Board”) for a new Class CR license for the operation of a restaurant to be located at the northeast corner of 14<sup>th</sup> and S Street, NW, Washington, DC 20009, as designated by Square 0238 and Lot 0818, and sometimes known as 1801 14<sup>th</sup> Street, NW (the “Premises”);

Whereas ANC 2B (“Protestant”) has filed before the ABC Board a protest opposing the granting of this application;

Whereas in recognition of the ABC Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching voluntary agreements, by their signatures below, the parties hereto desire to enter into a voluntary agreement whereby (1) Applicant will agree to adopt certain measures to address Protestant's concerns and to include this Voluntary Agreement as a formal condition of its application, and (2) Protestant and other signatories will agree to the issuance of the new license and withdraw their protest provided that this Voluntary Agreement is incorporated into the ABC Board's order issuing the license, which license is conditioned upon compliance with this Voluntary Agreement;

Whereas Applicant has recently taken or intends to take certain measures designed to ameliorate Protestant's and other signatories' concerns;

In consideration of the mutual covenants and undertakings memorialized herein, Applicant, Protestant, and other signatories hereby agree as follows:

A. NOISE. Applicant acknowledges familiarity with and will comply with noise-control provisions of District of Columbia laws and regulations, including preventing emissions of sound capable of being heard outside of the Premises by any musical instrument or amplification device or other device or source of sound or noise in accordance with DCMR 20.

B. SAFETY & SECURITY. Applicant agrees to notify all signatories via email sent of any notice to show cause by the Alcoholic Beverage Regulation Administration (“ABRA”) within ten (10) calendar days of a notice served upon Applicant's license to which this Voluntary Agreement applies.

C. HOURS. Applicant's hours of alcoholic beverage service and hours of operation are listed in Tables 1, 2, and 3 below.

### **1. Indoor**

| <b>Day</b> | <b>Hours of Alcoholic Beverage Service</b> | <b>Hours of Operation</b> |
|------------|--|---------------------------|
| Monday     | 11:00 AM to 1:00 AM                        | 11:00 AM to 1:30 AM       |
| Tuesday    | 11:00 AM to 1:00 AM                        | 11:00 AM to 1:30 AM       |
| Wednesday  | 11:00 AM to 1:00 AM                        | 11:00 AM to 1:30 AM       |
| Thursday   | 11:00 AM to 1:00 AM                        | 11:00 AM to 1:30 AM       |
| Friday     | 11:00 AM to 2:00 AM                        | 11:00 AM to 2:30 AM       |
| Saturday   | 11:00 AM to 2:00 AM                        | 11:00 AM to 2:30 AM       |
| Sunday     | 11:00 AM to 1:00 AM                        | 11:00 AM to 1:30 AM       |

### **2. Summer Garden**

| <b>Day</b> | <b>Hours of Alcoholic Beverage Service</b> | <b>Hours of Operation</b> |
|------------|--|---------------------------|
| Monday     | 11:00 AM to 11:00 PM                       | 11:00 AM to 11:00 PM      |
| Tuesday    | 11:00 AM to 11:00 PM                       | 11:00 AM to 11:00 PM      |
| Wednesday  | 11:00 AM to 11:00 PM                       | 11:00 AM to 11:00 PM      |
| Thursday   | 11:00 AM to 11:00 PM                       | 11:00 AM to 11:00 PM      |
| Friday     | 11:00 AM to 12:00 AM                       | 11:00 AM to 12:00 AM      |
| Saturday   | 11:00 AM to 12:00 AM                       | 11:00 AM to 12:00 AM      |
| Sunday     | 11:00 AM to 11:00 PM                       | 11:00 AM to 11:00 PM      |

### **3. Sidewalk Café\***

| <b>Day</b> | <b>Hours of Alcoholic Beverage Service</b> | <b>Hours of Operation</b> |
|------------|--|---------------------------|
| Monday     | 11:00 AM to 11:00 PM                       | 11:00 AM to 11:00 PM      |
| Tuesday    | 11:00 AM to 11:00 PM                       | 11:00 AM to 11:00 PM      |
| Wednesday  | 11:00 AM to 11:00 PM                       | 11:00 AM to 11:00 PM      |
| Thursday   | 11:00 AM to 11:00 PM                       | 11:00 AM to 11:00 PM      |
| Friday     | 11:00 AM to 12:00 AM                       | 11:00 AM to 12:00 AM      |
| Saturday   | 11:00 AM to 12:00 AM                       | 11:00 AM to 12:00 AM      |
| Sunday     | 11:00 AM to 11:00 PM                       | 11:00 AM to 11:00 PM      |

\*subject to application to DDOT for use of public space.

Friday and Saturday hours will apply to the night before all District of Columbia and federal holidays and other extended hours nights as designated by ABRA for indoor, Summer Garden, and Sidewalk Café. Applicant agrees that the establishment will be shut down by closing time each night. Summer Garden and Sidewalk Café can be used for ingress and egress by patrons to the indoor portion of the establishment during operating hours for indoor portion of the establishment. Applicant agrees that there will be no after-hours activities in the establishment.

D. TRASH/GARBAGE/RODENTS. Applicant shall maintain trash/garbage removal service at least three times weekly and see that the trash and dumpster area remains clean. Applicant shall deposit trash and garbage only in rodent-proof dumpsters and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant is strongly encouraged to use a trash compactor. Applicant shall request that its trash and recycling contractors pick up trash and materials no earlier than 9:00 am and no later than 6:00 pm. No recyclables will be dumped after 9:00 pm.

E. CAPACITY. Applicant should encourage its patrons to be respectful of the residential neighborhood and remind its patrons of the necessity of quiet departure. Applicant will take necessary steps to control the noise to comply with DCMR 20. Applicant may install or build a permanent or temporary enclosure for the Summer Garden if permitted by DCRA. Total combined Summer Garden and Sidewalk Café outdoor occupancy load shall not exceed 99 people. Sidewalk Café use subject to application to DDOT for use of public space.

F. PARKING. Applicant will encourage transit use and will direct patrons to use nearby public parking facilities rather than parking on residential streets.

G. BINDING EFFECT. This Voluntary Agreement shall be binding upon and enforceable against the successors and assigns of Applicant during the term of the license to which this Voluntary Agreement applies.

H. NOTICE AND OPPORTUNITY TO CURE. In the event that any of the signatories is in breach of this Voluntary Agreement, they shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Voluntary Agreement. Unless the breach is of an emergency nature, reasonable notice and opportunity shall provide for a cure within thirty (30) calendar days of the date of such notice. If Applicant or the licensee fails to cure within the thirty (30) calendar day period (or, with respect to a breach which reasonably requires more than thirty days to cure, fails to commence cure of such breach and diligently pursues such cure), failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to DC Official Code 25-447. Unless otherwise noted above, any notices required to be made under this Voluntary Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand delivered to the other parties to this Voluntary Agreement at the addresses listed below. Notice shall be deemed given as of the time of receipt or refusal of receipt. Applicant may notify Protestant of any updates to the address below.

|                   |   |
|-------------------|---|
| If to Applicant:  | BCI Food Services LLC, 1830 R ST NW #23, Washington, DC 20009 |
| If to Protestant: | ANC2B, #9 Dupont Circle, NW, Washington, DC 20036             |
| If to ANC1B:      | ANC1B, P.O. Box 73710, Washington, DC 20056                   |

**Wherefore**, by the signing of the representatives of Applicant and Protestant and other signatories, Applicant, Protestant, and other signatories hereby agree to aforementioned covenants and Protestant and other signatories agree to the issuance of the Class CR license to Applicant and withdraws their protest, provided that this Voluntary Agreement is incorporated into the ABC Board's order issuing a Class CR license, the issuance of which is conditioned upon compliance with this Voluntary Agreement.

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BCI Food Services LLC

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Chairman, ANC2B

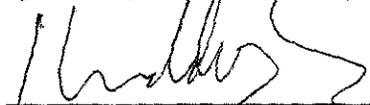
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Commissioner ANC2B09

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Chairman, ANC1B

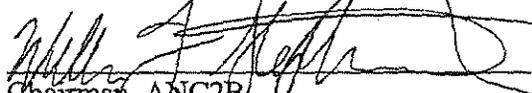
\_\_\_\_\_  
Commissioner ANC1B02

Accordingly, on this \_\_\_\_\_ day of \_\_\_\_\_ 2010, it is ordered that the Voluntary Agreement between Applicant and Protestant is incorporated into the ABC Board's order issuing Applicant a new Class CR license.

Wherefore, by the signing of the representatives of Applicant and Protestant and other signatories, Applicant, Protestant, and other signatories hereby agree to aforementioned covenants and Protestant and other signatories agree to the issuance of the Class CR license to Applicant and withdraws their protest, provided that this Voluntary Agreement is incorporated into the ABC Board's order issuing a Class CR license, the issuance of which is conditioned upon compliance with this Voluntary Agreement.

  
6/14/2010

BCI Food Services LLC

  
6/14/2010

Chairman, ANC2B

  
6/14/2010

Commissioner ANC2B09

~~Chairman, ANC1B~~

  
6/14/2010

Commissioner ANC1B02