

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

_____)	
In the Matter of:)	
)	
A DC Restaurant Group, LLC)	
t/a The Pinch)	
)	
Applicant for a New)	Case No. 12-PRO-00006
Retailer's Class CT License)	License No. ABRA-088333
)	Order No. 2012-083
at premises)	
3548 14 th Street, N.W.)	
Washington, D.C. 20010)	
_____)	

A DC Restaurant Group, LLC, t/a The Pinch (Applicant)

Thomas Boisvert, Commissioner, Advisory Neighborhood Commission (ANC) 1A

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Calvin Nophlin, Member
Mike Silverstein, Member
Jeannette Mobley, Member

**ORDER ON VOLUNTARY AGREEMENT AND
WITHDRAWAL OF ANC 1A'S PROTEST**

The Application, filed by A DC Restaurant Group, LLC, t/a The Pinch (Applicant), for a new Retailer's Class CT License, having been protested, was scheduled for a Roll Call Hearing on February 13, 2012, which was cancelled, because on February 9, 2012, ANC 1A submitted a resolution passed on February 8, 2012, in support of the Application.

The official records of the Board reflect that the Applicant and ANC 1A have entered into a Voluntary Agreement (Agreement), dated February 8, 2012, that governs the operation of the Applicant's establishment.

A DC Restaurant Group, LLC
t/a The Pinch
Case No. 12-PRO-00006
License No. ABRA-088333
Page 2

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson Thomas Boisvert, on behalf of ANC 1A, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 1A of this Application.

Accordingly, it is this 29th day of February, 2012, **ORDERED** that:

1. The Application filed by A DC Restaurant Group, LLC, t/a The Pinch, for a new Retailer's Class CT License, located at 3548 14th Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 1A in this matter is hereby **WITHDRAWN**;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**, except for the following modifications:

Section 2 (Safety and Security) – The following language shall be removed: "...and provide the ANC with a copy."

Section 7 (Modification) – The following sentence shall be modified to read as follows: "This agreement can be modified only by mutual agreement of the parties with the approval of the ABC Board for acceptance and enforcement, or consistent with D.C. Official Code §25-446."

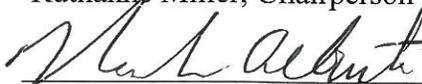
The parties have agreed to these modifications.

4. Copies of this Order shall be sent to the Applicant and ANC 1A.

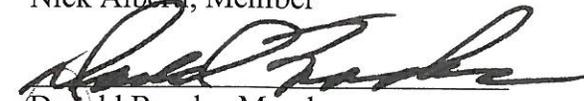
A DC Restaurant Group, LLC
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Case No. 12-PRO-00006
License No. ABRA-088333
Page 3

District of Columbia
Alcoholic Beverage Control Board

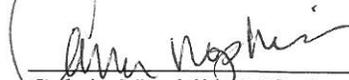
Ruthanne Miller, Chairperson



Nick Alberti, Member



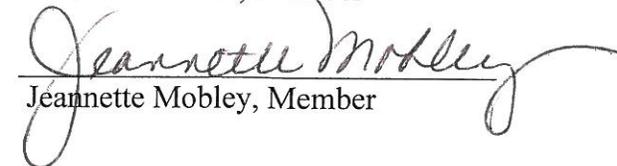
Donald Brooks, Member



Calvin Nophlin, Member



Mike Silverstein, Member



Jeannette Mobley, 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 1A

SMD 1A01 – Lisa Kralovic
SMD 1A04 – Betty Pair
SMD 1A07 – Thomas Boisvert
SMD 1A10 – Lenwood O. Johnson

SMD 1A02 – Vickey Wright-Smith
SMD 1A05 – Laina Aquiline
SMD 1A08 – Kent Boese

SMD 1A03 – Sheldon Scott
SMD 1A06 – William Brown
SMD 1A09 – Bobby Holmes
SMD 1A11 – Dotti Love Wade

Resolution to Support the Issuance of Liquor License to The Pinch

Whereas, DC Restaurant Group, LLC (d/b/a “The Pinch”) applied for a Retail Class “C” Tavern License (No. ABRA-088333), located at 3548 14th Street NW; and

Whereas, ANC 1A protested the application pending the negotiation of a Voluntary Agreement; and

Whereas, ANC 1A and The Pinch have successfully negotiated a Voluntary Agreement.

Be It Resolved That:

- 1. ANC 1A hereby withdraws its protest of The Pinch liquor license application and supports the issuance of the license.
2. ANC 1A requests that ABRA incorporate the Voluntary Agreement into the record and make it binding on all parties thereto.

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Certification:

At a regularly scheduled and publicly noticed meeting held on February 8, 2012, Advisory Neighborhood Commission 1A considered the above resolution. With a quorum of 9 Commissioners present, the Commission voted with 9 yeas, 0 nos, and 0 abstentions to adopt the above resolution.

Handwritten signature of Thomas Boisvert

Thomas Boisvert
Chairman, ANC 1A

Handwritten signature of Kent Boese

Kent Boese
Secretary, ANC 1A



ADVISORY NEIGHBORHOOD COMMISSION 1A

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SMD 1A03 – Sheldon Scott
SMD 1A06 – William Brown
SMD 1A09 – Bobby Holmes
SMD 1A11 – Dotti Love Wade

VOLUNTARY AGREEMENT

between
ANC 1A

and

A DC RESTAURANT GROUP, LLC with its trade name of THE PINCH

located at 3548 14th Street, NW

concerning issuance of

Retail Class “C” Tavern License No. ABRA-088333

THIS AGREEMENT made and entered into this **8 day of February 2012**, by and between A DC Restaurant Group, LLC (dba The Pinch) (“Applicant” or “Licensee”) and ANC 1A (“ANC”) witnesses:

Whereas Applicant has filed application for a Retail Class C Tavern (CT) license with the District of Columbia Alcoholic Beverage Control Board (ABC Board) for the premises known as 3548 14th Street, NW, Washington, DC 20010 (“premises”).

Whereas in recognition of the ABC Board’s policy of encouraging parties to settle any differences by reaching a Voluntary Agreement, the parties hereto desire to enter into a Voluntary Agreement whereby, (1) Applicant will agree to adopt certain measures to address ANC’s concerns and to include this Agreement as a formal condition of its application and, (2) ANC will not oppose the issuance of the license provided that such an agreement is incorporated into ABC Board’s order issuing the license, which license is conditioned upon compliance with this Agreement.

In consideration of the mutual covenants and undertakings memorialized herein, the Applicant and ANC 1A hereby agree as follows:

1. **Noise.** Applicant acknowledges familiarity with and will comply with noise-control provisions of the District of Columbia law and regulations, including preventing 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 DC Code 25-725. Amplified music will not be played in the sidewalk cafe. The Applicant agrees to restrict all events to those run by the restaurant and will not contract the restaurant for any special events to be operated by an outside contractor. It is understood that private parties are permitted when the licensee retains control of the restaurant. Applicant agrees to implement sound suppression measures that will mitigate any noise from this tavern and summer garden that may be heard in surrounding resident’s homes.

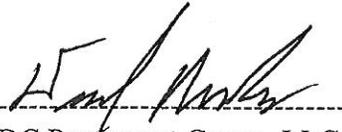
2. **Safety and Security.** Applicant will, within three (3) months after opening, file with the ABC Board a Security Plan and provide the ANC with a copy. The Security Plan will include exterior cameras.

Advisory Neighborhood Commission 1A
1380 Monroe Street NW #103
Washington, DC 20010

3. Food and Alcohol Service. Sidewalk cafe food and beverage service hours will not exceed 11 PM on weeknights (Sunday – Thursday) and 12 AM on Friday and Saturday nights. Service hours will be extended one hour longer as permitted by DC Law. Tables and chairs will be stacked at that time. At that point, the sidewalk cafe will be used exclusively for smoking. Applicant agrees that the establishment will be shut down and completely vacated by patrons, except for routine maintenance and clean-up by closing time each night. Incidental after hours cleanup by employees is permitted. Applicant agrees that there will be no after-hours activities in the establishment.
4. 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 will work towards solutions removing dumpsters and grease barrels from public space on site and collectively in surrounding block. Applicant will make every reasonable effort to eliminate accessible food sources for rodents. Applicant will have professional extermination services or provide them as needed. Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the dumpster nor dispose of them down the sink. Applicant shall request that its trash and recycling contractors pick trash and materials no earlier than 9:00 AM and no later than 5:00 PM. Recyclables will not be dumped after 10:00 PM.
5. Capacity. Applicant shall at all times adhere to its occupancy limit as specified in its Certificate of Occupancy Permit, which shall remain posted in public view at all times. Applicant shall post a conspicuous sign at each exit advising patrons of the residential neighborhood and the necessity of quiet departure. Applicant will take necessary steps to control the noise generated by the operation of any outdoor space to avoid disturbing nearby residents.
6. Parking. Applicant will encourage patrons to use public transit and to park in nearby public parking facilities rather than on residential streets.
7. Modification. This agreement can be modified only by mutual agreement of the parties with the approval of the ABC Board for acceptance and enforcement.
8. Binding Effect. This Voluntary Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant during the term of the license to which this Voluntary Agreement applies.
9. Notice and Opportunity to Cure. In the event that any of the parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within thirty days of the date of such notice. If Applicant or the licensee fails to cure within the thirty 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. Any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand delivered, to the respective parties at their business addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt.

Wherefore, by the signing of the representatives of Applicant and ANC, Applicant hereby agrees to aforementioned covenants and ANC withdraws its protest and objection to the issuance of the Class CT license to Applicant, and the ANC agrees that this agreement be incorporated into the ABC Board's order issuing a Class CT license.



DC Restaurant Group, LLC
The Pinch



Thomas Boisvert
Chair, ANC 1A



Lisa M. Kralovic
Commissioner ANC 1A01