

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

_____ )	
<b>In the Matter of:</b>	)
	)
2301 M Cinema, LLC	)
t/a West End Cinema	)
	)
Applicant for a New	)
Retailer's Class CX License	)
at premises	)
2301 M Street, N.W.	)
Washington, D.C. 20037	)
_____ )	License No. 85344
	Order No. 2010-503

2301 M Cinema, LLC, t/a West End Cinema ('Applicant')

Rebecca Coder, Chairperson, Advisory Neighborhood Commission 2A ('ANC 2A')

**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**

The official records of the Alcoholic Control Board (Board) reflect that 2301 M Cinema, LLC, t/a West End Cinema, Applicant for a new Retailer's Class CX License located at 2301 M Street, N.W., Washington, D.C. and Chairperson Rebecca Coder, on behalf of ANC 2A, have entered into a Voluntary Agreement (Agreement) dated September 23, 2010, that govern 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 and Chairperson Rebecca Coder, on behalf of ANC 2A, are signatories to the Agreement.

**2301 M Cinema, LLC**  
**t/a West End Cinema**  
**License No. 85344**  
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Accordingly, it is this 6th day of October 2010, **ORDERED** that:

1. The Application filed by 2301 M Cinema, LLC, t/a West End Cinema, for a new Retailer's Class CX License located at 2301 M Street, N.W., Washington, D.C., is **GRANTED**;
2. 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
3. Copies of this Order shall be sent to the Applicant and ANC 2A.

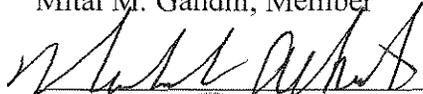
2301 M Cinema, LLC  
t/a West End Cinema  
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District of Columbia  
Alcoholic Beverage Control Board

\_\_\_\_\_  
Charles Brodsky, Chairperson



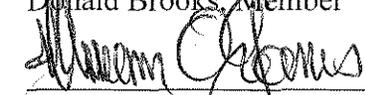
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Mital M. Gandhi, Member



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Nick Alberti, Member



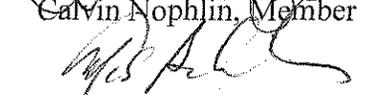
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Donald Brooks, Member



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Herman Jones, Member



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Calvin Nophlin, Member



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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.

## **West End Cinema Voluntary (Cooperative) Agreement**

This Voluntary Agreement (“Agreement”), is made and entered into on this 23<sup>rd</sup> day of September, 2010, by and between 2301 M Cinema LLC dba West End Cinema (“Applicant”) and Advisory Neighborhood Commission 2A (“ANC 2A”), hereinafter the Parties.

WHEREAS, Applicant has applied for a License ABRA-085344, Retail Class “CX” Multi-Purpose Facility, for a movie theatre located at 2301 M Street, NW, Washington, DC (“Establishment”);

WHEREAS, the Premises are within the boundaries of ANC 2A;

WHEREAS, the cinema is part of the property that includes the 2301 M Street Cooperative Association (“Co-op”), the residential tenant;

WHEREAS, the Parties desire to enter into this Agreement pursuant to DC Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to promote the peace, order and quiet of the neighborhood;

WHEREAS, the Parties request that the Applicant’s license be granted, conditioned upon the ABC Board’s approval and acceptance of this written Agreement and its incorporation into the Board’s Order issuing and governing the license;

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

1. **Recitals Incorporated.**
  - a. The recitals set forth above are incorporated herein by reference.
2. **Nature of the Business.**
  - a. Pursuant to DC Official Code § 25-113, the Applicant will manage and operate a legitimate movie theatre. The Parties agree that the primary purpose for use of the establishment will be limited to that of the screening and showing of films, with a concessions stand that may include beer, wine and spirits.
3. **Floors Utilized and Occupancy.**
  - a. The liquor license shall apply to the movie theatre space, which occupies the northern most retail bay (one of three) on the lower level of the property and the adjoining Summer Garden.
  - b. The Establishment shall comply with applicable Certificate of Occupancy and fire safety regulations. In addition, total capacity, defined as the number of persons sitting and standing, shall not exceed the following:
    - i. Screening Room 1: 100

- ii. Screening Room 2: 90
- iii. Screening Room 3: 65
- iv. Outdoor Patio/Summer Garden Seating Area: to be determined by the appropriate District of Columbia rules and regulations governing use of outdoor space (excludes those patrons queuing for the theatre)

**4. Hours of Movie Theatre Operation and Sales.**

- a. Operating hours for the interior theatre space are as follows:
  - i. Monday through Thursday, 10:00 am to 12:30 am
  - ii. Friday and Saturday, 10:00 am to 2:00 am
  - iii. Sunday, 10:00 am to 12:00 am
- b. Hours for the selling and servicing of alcohol inside the establishment are as follows:
  - i. Sunday through Thursday, 10:00 am to midnight (for clarity, patrons will be allowed until 12:30 am to finish beverage orders that were served before 12 am).
  - ii. Friday and Saturday, 10:00 am to 2:00 am
- c. Notwithstanding the general operating and alcohol service hours described above, the last film of the evening will start no later than 12:00 am on any night of the week.
- d. The parties agree that Applicant retains the right to apply for extended hours of operation for exceptional events (such as the Presidential Inauguration, the World Cup, etc.) as defined by the Alcoholic Beverage Regulation Administration and other relevant District of Columbia agencies – provided that advanced written notice is provided to all Parties to this Agreement.

**5. Beverage Service Policies.**

- a. Alcohol service limited to theatre patrons only, as defined by the display of an admission ticket/pass.
- b. Alcohol purchases limited to one serving per person at a time.
- c. A management policy of the Establishment will be to limit alcohol purchases to a maximum of two servings total per individual during any visit to the theatre, however the Parties acknowledge this is not something that the ABC board will enforce.

**6. Entrance and Outdoor Patio/Summer Garden.**

- a. The Parties recognize that the outdoor patio space (which includes the sunken patio, front steps and handicap ramp) are jointly used by the movie theatre, residential and commercial tenants.
- b. The Applicant will use some form of portable stanchions to define its primary outdoor space, and the area to be used for seating.
- c. The Applicant will take reasonable efforts to ensure that the patron queuing and outdoor patio seating does not negatively impact or intrude upon the ingress and egress for the other tenants.

- i. To that effect, the Applicant's staff will regularly monitor the outdoor area to ensure that stairwells, entrances, the handicap ramp and ramp access are not blocked by patrons.
  - d. Operating hours for the outdoor patio/summer garden are as follows:
    - i. Monday through Sunday, 10:00 am to 11:00 pm
    - ii. At 11:00 pm, patrons will be required to vacate the patio seating area. The Establishment shall lock and/or store any patio tables, chairs or benches in such a manner as to deter loitering.
  - e. No outdoor table service will be provided, as defined as the taking of food and/or beverage orders by Applicant's staff, the delivery of food and/or beverage orders by Applicant's staff, the provision of menus, electronic ordering devices or any other means of taking and/or delivering food and/or beverage orders by Applicant's staff to patrons in the Summer Garden.
  - f. No outdoor amplification of sound will be allowed at any time.
  - g. The Applicant will work with residential tenant and building management to provide safe and clear passage for theatre patrons due to inclement weather within time limits determined by the District of Columbia, and will work with the residential tenant and its management company to arrange for the appropriate clearing as required.

**7. Noise, Security and Privacy.**

- a. The Applicant will strictly comply with DC Official Code § 25-725 and take all necessary actions to ensure that noise and vibration is not audible outside of the movie theatre. To that effect, the Applicant will do the following:
  - i. Ensure upon installation of any interior audio equipment that sound is limited to and within the theatre. Perform sound checks with the residential tenant and audio engineer during any speaker installation process.
  - ii. Provide signage and require Establishment's staff to remind patrons to keep noise to a minimum when entering/leaving the theater or sitting in the outside patio area.
- b. Install a CCTV/camera system within the patio area for security purposes, providing a clear view of the various entrances. The camera system will retain access to video for at least three days.
- c. Take reasonable efforts to provide advance notice to the residential tenant of any potential special events, which would impact peace and quiet, or have greater security requirements.

**8. Deliveries, Cleanliness and Refuse Removal.**

- a. Take reasonable measures to ensure that the immediate environs of the establishment are kept in a clean and litter-free condition.
- b. Take appropriate measures to comply with DC Official Code § 2717, while limiting the disposal of such refuse items after 9:00 pm, to reduce the impact of the peace and quiet of the residential tenant.

- c. Ensure that any truck or trash deliveries or pick-ups happen after 7:00 am and before 9:00 pm.

**9. Signage.**

- a. Signage shall comply with exterior signage and lighting rights of the property.
- b. No flashing or flashing neon signs.

**10. Amendments to the Application.**

- a. The Applicant shall notify the ANC and Co-op of any amendments to the application related to the nature of the business, occupancy, hours, or transfer of ownership.

**11. Binding Effect.**

- a. This Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant.
- b. The parties further agree that in the event of a sale of the Establishment, the Applicant will notify the parties prior to the effective date of the sale and will notify the new owner of the terms of this Agreement.

**12. Notice and Opportunity to Cure.**

- a. In the event either party 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.
- b. Unless the breach is of an emergency nature, a repetition of a prior breach or is otherwise enforceable under the terms of law or regulation, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice.
- c. If Applicant or the licensee fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30 days to cure, fails to commence cure of such breach by diligently pursuing such cure) such failure shall constitute a cause for seeking a Show Cause Order from the ABC Board.
- d. Any notices required to be made under this Agreement shall be in writing and mailed or hand-delivered to the other Parties to this Agreement at the addresses of record with ABRA.
- e. Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

**13. Entire Agreement.**

- a. The terms of this Agreement shall be deemed the entire agreement between the Parties.



GOVERNMENT OF THE DISTRICT OF COLUMBIA  
Foggy Bottom and West End  
Advisory Neighborhood Commission 2A



c/o West End Library

1101 24th Street NW

Washington, DC 20037

SEP 20 2010

September 15, 2010

Charles Brodsky, Chair  
Alcohol Beverage Control Board  
1250 U Street, NW, 3<sup>rd</sup> Floor  
Washington, DC 20009

Re: 2301 M Cinema LLC dba West End Cinema, Retail Class CX # ABRA-085344

Dear Chairman Brodsky and Members of the Board:

At its regularly scheduled meeting on September 15, 2010, with a quorum present, the matter of the liquor license application of 2301 M Cinema LLC dba West End Cinema (License ABRA-085344), for a movie theatre located at 2301 M Street, NW came before the Commission.

The Applicant has reached out to and consulted the members of the community with regards to the impact the proposed theater would have on the neighborhood as it relates to peace, order and quiet.

The Applicant and ANC 2A have entered into a Voluntary Agreement that is satisfactory to all parties, and was approved on this day, September 15, 2010, by a 4-0 vote of the Commission.

It is resolved that ANC 2A, by a vote of 4-0, supports the approval of the Applicant's license conditioned upon the acceptance of the executed Voluntary Agreement by the Board and therefore will withdrawal its right to protest.

Furthermore, the Applicant has asked that the ANC support a request for a Stipulated License to be granted the Applicant by the ABC Board, thus allowing the West End Cinema to begin alcohol beverage service on October 10, 2010. It is resolved that the ANC approves this request by a vote of 4-0 on this day, September 15, 2010.

ANC 2A hereby supports the Applicant's request for a Stipulated License and Full License, conditioned upon the ABC Board's approval. In addition, ANC 2A designates any Commissioner to represent the ANC at any required hearings.

Respectfully Submitted,

Rebecca Coder, Chair  
ANC 2A

cc: Josh Levin, West End Cinema