

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

In the Matter of:

Wet Dog, LLC
t/a Wet Dog Tavern

Applicant for a New
Retailer's Class CT

at premises
2100 Vermont Avenue, N.W.
Washington, D.C. 20001

Case No. 14-PRO-00073
License No. ABRA-096176
Order No. 2015-045

Wet Dog, LLC, t/a Wet Dog Tavern (Applicant)

James Turner, Chairperson, Advisory Neighborhood Commission (ANC) 1B

Tucker Gallagher, on behalf of A Group of Five or More Individuals

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
PROTESTS OF ANC 1B AND A GROUP OF FIVE OR MORE INDIVIDUALS**

The Application filed by Wet Dog, LLC, t/a Wet Dog Tavern, for a new Retailer's Class CT License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on October 14, 2014, and a Protest Status Hearing on November 5, 2014, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 1B, and the Group of Five or More Individuals have entered into a Settlement Agreement (Agreement), dated January 20, 2015, that governs the operation of the Applicant's establishment.

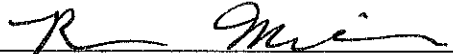
The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant; Chairperson James Turner and Commissioner Ellen Sullivan, on behalf of ANC 1B; and Tucker Gallagher, on behalf of the Group of Five or More Individuals; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 1B and the Group of Five or More Individuals of this Application.

Accordingly, it is this 4th day of February, 2015, **ORDERED** that:


1. The Application filed by Wet Dog, LLC, t/a Wet Dog Tavern, for a new Retailer's Class CT License, located at 2100 Vermont Avenue, N.W., Washington, D.C., is **GRANTED**;
2. The Protests of ANC 1B and the Group of Five or More Individuals in this matter are hereby **WITHDRAWN**;
3. The above-referenced Settlement Agreement submitted by the Parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Applicant, ANC 1B, and Tucker Gallagher, on behalf of the Group of Five or More Individuals.

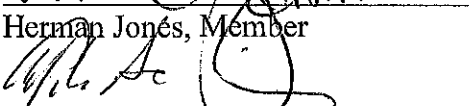
District of Columbia
Alcoholic Beverage Control Board

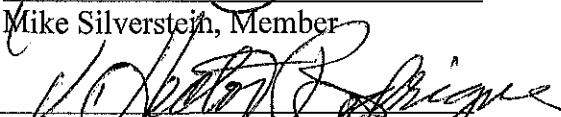

Ruthanne Miller, Chairperson



Nick Alberti, Member


Donald Brooks, Member


Herman Jones, Member


Mike Silverstein, Member


Hector Rodriguez, Member


James Short, Member

Pursuant to D.C. Official Code § 25-433, 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, 2000 14th Street, N.W., Suite 400S, Washington, DC 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, 430 E Street, N.W., Washington, D.C. 20001; (202/879-1010). However, the timely filing of a Motion for Reconsideration pursuant to 23 DCMR §1719.1 (2008) 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) (2004).

**Settlement Agreement Concerning Issuance of License
To Wet Dog, LLC**

THIS AGREEMENT made and entered into this _____ day of _____, 2015 by and between Wet Dog, LLC (the "Applicant") on the one hand, and ANC 1B and Vincent "Tucker" Gallagher, on behalf of five or more neighbors, on the other hand. ANC 1B and Gallagher may hereinafter be referred to collectively as the "Protestants".

WHEREAS, Applicant has filed Application No. 96176 with the District of Columbia Alcoholic Beverage Control Board ("ABC Board") for a new class CT01 license for premises to be known as Wet Dog Tavern, and to be located at 2100 Vermont Avenue NW, Washington, D.C (hereinafter the "Premises"); and

WHEREAS, Protestant has filed before the ABC Board a protest opposing the granting of this license; and

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

WHEREAS, Applicant has recently taken or intends to take certain measures designed to ameliorate Protestant's concerns.

THEREFORE, in consideration of the mutual covenants and undertakings memorialized herein, the Applicant and Protestants hereby agree as follows:

1. **NOISE.** Applicant acknowledges familiarity with and agrees to comply with the noise-control provisions required by District of Columbia law and regulations. In addition, Applicant agrees to comply with the following:

A. Summer Garden Backyard. So long as the improvements in Section 3(E) below have not been completed there will be no live musical performances of any type or DJs at any time in the Summer Garden Roof deck or the Summer Garden Backyard and only ambient, background recorded music will be allowed in Summer Garden Roof deck and Summer Garden Backyard. The rear door (if any) will remain closed when

amplified music is being played inside after the closing of the Summer Garden Backyard.

B. Without a roof over the backyard and roof deck: So long as the improvements in Section 3(E), below have not been completed there will be no live musical performances of any type or DJs at any time in the Summer Garden Roof deck or the Summer Garden Backyard. After completing the structure the establishment will have the following hours for live music and DJs in the Summer Garden Backyard: Sunday to Thursday 4:00 PM to 11:00 PM, Friday 4:00 PM to 12:00 AM, Saturday and Eve of Holidays (as defined below) 12:00 PM to 12:00 AM.

C. Summer Garden Roof Deck: Only ambient, background recorded music will be allowed in Summer Garden Roof deck.

D. Sidewalk Café Area: No speakers will be present on the Sidewalk Cafe, but the windows may be opened to allow patrons to hear the recorded music played inside the establishment.

E. Other Noise Provisions: Applicant will regularly monitor sound to ensure there is no impact on nearby residents. 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. Applicant agrees to implement sound suppression measures that will mitigate noise from the tavern, summer garden, roof deck, and sidewalk cafe that may be heard in surrounding resident's homes, and will use decibel-metering systems to monitor noise levels.

2. SAFETY & SECURITY. Applicant agrees to file a security plan with ABRA. Applicant shall also engage a professional security company to provide, at minimum, four security cameras recording the entrances, side, and rear of the establishment, and shall ensure that the recordings from said cameras are available to the Metropolitan Police Department and ABRA for a minimum of 30 days following the date of recording.

3. HOURS OF OPERATION:

A. Indoor: Applicant's interior hours are not limited by this Agreement.

B. Summer Garden Roof deck (without sound mitigation modifications)

Day	Hours of Alcoholic Beverage Service	Hours of Operation
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Monday	11:00 AM to 10:30 PM	11:00 AM to 10:30 PM
Tuesday	11:00 AM to 10:30 PM	11:00 AM to 10:30 PM
Wednesday	11:00 AM to 10:30 PM	11:00 AM to 10:30 PM
Thursday	11:00 AM to 10:30 PM	11:00 AM to 10:30 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 10:30 PM	11:00 AM to 10:30 PM

C. Summer Garden Backyard (without sound mitigation modifications)

Day	Hours of Alcoholic Beverage Service	Hours of Operation
Monday	11:00 AM to 10:30 PM	11:00 AM to 10:30 PM
Tuesday	11:00 AM to 10:30 PM	11:00 AM to 10:30 PM
Wednesday	11:00 AM to 10:30 PM	11:00 AM to 10:30 PM
Thursday	11:00 AM to 10:30 PM	11:00 AM to 10:30 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 10:30 PM	11:00 AM to 10:30 PM

D. Sidewalk Café *

Day	Hours of Alcoholic Beverage Service	Hours of Operation
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
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* subject to application to DDOT for use of public space.

E. It is contemplated that Applicant will make certain improvements to the outside areas of the Premises designed to mitigate noise. Specifically, it is contemplated that the Applicant shall construct, abutting the northern boundary of the Summer Garden Backyard, a cantilevered wall and partial covering, which shall be as depicted on the drawing attached hereto on Exhibit A. The wall shall be constructed of brick, masonry, half-inch thick exterior grade plywood, nominal 18 gauge sheet metal or other material which shall provide a minimum face weight of 2 pounds per square foot. The wall shall be solid with no gaps at the bottom or between panels. Applicant shall have no limitation on operating backyard hours for the Summer Garden Backyard, if sound mitigation modifications are made to such area, as provided herein.

F. Provided that Applicant makes similar sound mitigation modifications to the Summer Garden Roof, Applicant shall have no limitations on operating hours for the Summer Garden Roof.

G. Notwithstanding anything contained here to the contrary, service by wait staff shall cease in both the Summer Garden Rooftop and Summer Garden Backyard no later than 1:00 AM each night.

H. To the extent the hours of operation are limited in this Agreement, the hours for Friday and Saturday nights listed above shall apply to all District of Columbia and Federal holidays as listed in D.C. Code § 25-723(c)(1).

I. Applicant agrees that the establishment will be shut down and completely vacated, except for routine maintenance and clean-up by closing time each night. Summer Garden and Sidewalk Cafe shall 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.

J. If Applicant shall construct any bar outside the boundaries of the building, service from such bar shall cease no later than 1:00 AM each night.

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. Trash dumpster(s) shall be properly maintained so that they close properly and do not leak. Applicant shall deposit trash and garbage only in rodent-resistant 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 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 and eliminate the rat population. 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 up the trash and materials no earlier than 7:00AM and no later than 5:00PM. No recyclables will be dumped after 9:00PM. The Licensee shall provide for the regular maintenance of the site during months when the Establishment is not in operation or is not using all outdoor spaces, including but not limited to snow and trash removal, landscaping, and removal of graffiti.

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.

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

7. SMOKING. Licensee intends to maintain a primarily smoke free outdoor space, but reserves the right to designate a smoking area.

8. NOTICE AND OPPORTUNITY TO CURE. In the event that any of the parties are in breach of this Agreement, each such party 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 (30) 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) such failure shall constitute a cause for

filing a complaint with ABRA. Unless otherwise noted above, 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 other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt.

If to Applicant: **Wet Dog, LLC**
Attn: Frank Economides, Managing Member
2100 Vermont Avenue NW
Washington, D.C.
Phone: (202) 333-1100
economidesdev@aol.com

With a copy to: **Andrew J. Kline, Esq.**
The Veritas Law Firm
1225 19th Street NW, Suite 320
Washington, DC 20036
akline@veritasllc.com

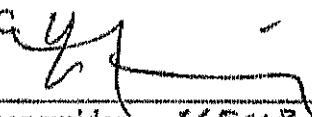
If to Protestants: **ANC 1B**
Advisory Neighborhood Commission 1B
Attn: Ellen Sullivan
Frank D. Reeves Municipal Center
2000 14th Street NW Suite 100B
Washington, DC 20009
202-481-3462
1b02@anc.dc.gov

If to Protestants: **Gallagher Neighborhood Group**
Vincent (Tucker) Gallagher
2120 Vermont Ave #621 NW
Washington DC 20001
202-249-2299
tuckergallagher@gmail.com

WHEREFORE, by the signing of the representatives of Applicant and Protestants, Applicant hereby agrees to aforementioned covenants and Protestants agrees to the issuance of the Class CT license to Applicant, and withdraws its protest, provided that this agreement is incorporated into the ABC Board's order issuing a Class CT license, the issuance of which is conditioned upon compliance with this Agreement.

APPLICANT:

WET DOG, LLC

By: 
Frank Economides MEMBER

Date Signed: 1.20.2015

PROTESTANTS:

ANC 1B:

By: _____
Ellen Sullivan, Commissioner

Date Signed: _____

GALLAGHER NEIGHBORHOOD GROUP:

By: _____
Vincent "Tucker" Gallagher, on behalf of himself
and nineteen other individuals

Date Signed: _____

WHEREFORE, by the signing of the representatives of Applicant and Protestants, Applicant hereby agrees to aforementioned covenants and Protestants agrees to the issuance of the Class CT license to Applicant, and withdraws its protest, provided that this agreement is incorporated into the ABC Board's order issuing a Class CT license, the issuance of which is conditioned upon compliance with this Agreement.

APPLICANT:

WET DOG, LLC

By: _____
Frank Economides

Date Signed: _____

PROTESTANTS:

ANC 1B:

By: 
Ellen Sullivan, Commissioner

Date Signed: Jan. 20, 2015

By: 
James Turner, Chair 1B, Commissioner 1B09

Date Signed: January 20, 2015

GALLAGHER NEIGHBORHOOD GROUP:

By: _____
Vincent "Tucker" Gallagher, on behalf of himself
and nineteen other individuals

Date Signed: _____

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APPLICANT:

WET DOG, LLC

By: _____
Frank Economides

Date Signed: _____

PROTESTANTS:

ANC 1B:

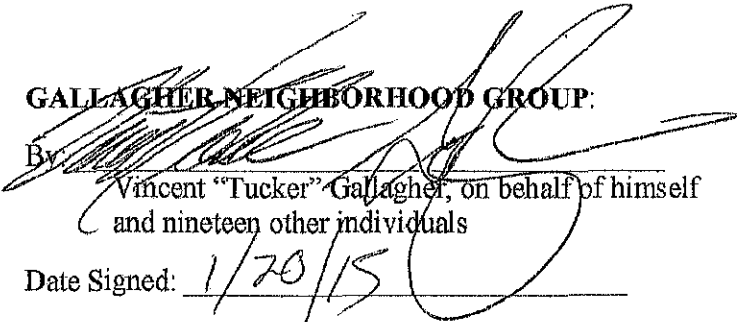
By: _____
Ellen Sullivan, Commissioner

Date Signed: _____

By:  _____
James A. Turner, Chair 1B, Commissioner 1B09

Date Signed: January 20, 2015

GALLAGHER NEIGHBORHOOD GROUP:

By:  _____
Vincent "Tucker" Gallagher, on behalf of himself
and nineteen other individuals

Date Signed: 1/20/15