

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

In the Matter of:

DC Grill, Inc.
t/a DC Café

Application for a Retailer's Class
DR License (renewal)
at premises
2035 P Street, N.W.
Washington, D.C.

Application no. 12112-02/085P
2002-229

Vince Micone, Chair, on behalf of the Advisory Neighborhood Commission 2B,
Protestant

Ayman Almoualem, President, on behalf of the Applicant

BEFORE: Roderic L. Woodson, Esquire, Chair
Vera Abbott, Member
Charles Burger, Member
Laurie Collins, Member
Judy Moy, Member
Ellen Oppen-Weiner, Esquire, Member
Audrey Thompson, Member

ORDER ON WITHDRAWN PROTEST AND VOLUNTARY AGREEMENT

The application, having been protested, came before the Board on May 15, 2002, in accordance with D.C. Official Code Section 25-601 (2000 Edition). Vince Micone, on behalf of the Advisory Neighborhood Commission 1B, filed timely opposition.

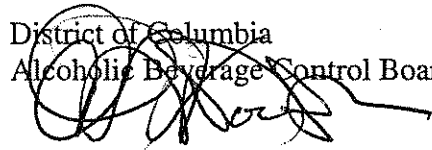
The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the agreement, dated August 2, 2002, the protestant has agreed to withdraw the opposition, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

DC Grill, Inc.
t/a DC Cafe
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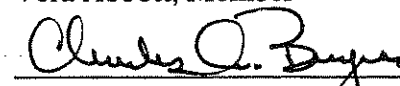
Accordingly, it is this 4th day of September 2002, **ORDERED** that:

1. The opposition of Vince Micone, Chair, on behalf of the Advisory Neighborhood Commission 2B, is **WITHDRAWN**;
2. The application of DC Grill, Inc. t/a DC Café for a retailer's class DR license (renewal) located at 2035 P Street, N.W., Washington, D.C. is **GRANTED**;
3. The above-referenced agreement between the parties, is **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Protestant and the Applicant.

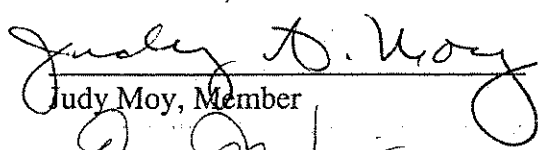
District of Columbia
Alcoholic Beverage Control Board

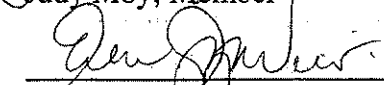

Roderic L. Woodson, Esquire, Chair

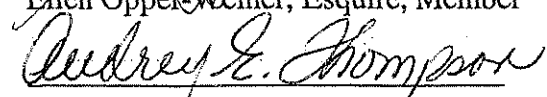

Vera Abbott, Member


Charles Burger, Member


Laurie Collins, Member


Judy Moy, Member


Ellen Oppenheimer, Esquire, Member


Audrey E. Thompson, Member

#12112

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VOLUNTARY AGREEMENT

THIS AGREEMENT, made and entered into this 4 day of Sept. 2002, by and between DC Grill, Inc., Trading as DC Café (hereinafter the "Applicant"), and Advisory Neighborhood Commission 2B, (hereinafter the "Protestant"), witnesses:

Whereas, the Applicant has filed an application for renewal (#12112) with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board") for the renewal of a class "CR" License for the premises known as DC Cafe located at 2035 P St., NW, in Washington, DC.

Whereas, the Protestant has filed before the ABC Board a protest opposing the granting of this renewal.

Whereas, in recognition of the Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching voluntary agreements, the Parties hereto desire to enter into a voluntary agreement whereby (1) Applicant will agree to adopt certain measures to address the Protestant's concerns and to include this agreement as a formal condition of its application, and (2) Protestant will agree to the issuance of the renewal of the license and withdrawal of the Protest *provided* that such agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such agreement.

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

Now agree therefore, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:

1. Hours. The hours of operation for the sidewalk café shall be:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Sidewalk	7 am –	7 am –	7 am –	7 am –	7 am –	7 am –	9 am –
Cafe:	11 pm	11 pm	11 pm	11:30 pm	12 am	12 am	11 pm

2. Noise/Music/Dancing. Applicant acknowledges familiarity with and will comply with noise-control provisions of 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 DCMR 905. The doors and windows of the premises will be kept closed at all times during business hours when music is being played or a sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress to or egress from the premises. There shall be no music played on the roof.
3. Trash/garbage/rodents. Applicant shall maintain regular trash garbage removal service, regularly remove trash from the trash area, and see that the trash area remain 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 make every reasonable effort to eliminate food sources for rodents and eliminate the rat population.

4. Exterior and public space.

(a) Applicant shall assist in the maintenance of space adjacent to the establishment to at least 18 inches outward from the curb as need to keep tem free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulations in these respects. Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front or to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas at closing.

(b) 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.

(c) Applicant will comply with all applicable signage regulations, including those for historic districts and will remove those that are in violation.

(d) Applicant will hose down areas in front of and in the rear of the establishment daily to remove food debris, except in below freezing weather.

5. Bar/Pub Crawls. Applicant agrees not to promote or participate in bar or pub "crawls."
6. Consideration. Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage those leaving the establishment to keep conversations and noise down from 11 pm to 7 am.
7. Modification. This agreement can be modified only by the ABC Board, or by mutual agreement of all the parties with the approval of the ABC Board. In the case of ANC 2B, if Applicant desires to modify the terms of this agreement, prior to implementing the changes Applicant shall receive written agreement from ANC 2B.
8. Regulations. In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations.
9. Withdrawal of protest. Protestant agrees to the issuance of the renewal of the license and the withdrawal of their protest *provided* that the present Voluntary Agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such Voluntary Agreement.

APPLICANT:

DC Cafe

PROTESTANT:

Advisory Neighborhood Commission 2B

By:

By:

Ayman Al Moualem

Vincent N. Micone, III

Owner, DC Cafe

Chair, ANC 2B

Date:

Date:

VOLUNTARY AGREEMENT

THIS AGREEMENT, made and entered into this 31st day of July 2002, by and between DC Grill, Inc., Trading as DC Café (hereinafter the "Applicant"), and Advisory Neighborhood Commission 2B, (hereinafter the "Protestant"), witnesses:

Whereas, the Applicant has filed an application for renewal (#12112) with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board") for the renewal of a class "CR" License for the premises known as DC Cafe located at 2035 P St., NW, in Washington, DC.

Whereas, the Protestant has filed before the ABC Board a protest opposing the granting of this renewal.

Whereas, in recognition of the Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching voluntary agreements, the Parties hereto desire to enter into a voluntary agreement whereby (1) Applicant will agree to adopt certain measures to address the Protestant's concerns and to include this agreement as a formal condition of its application, and (2) Protestant will agree to the issuance of the renewal of the license and withdrawal of the Protest *provided* that such agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such agreement.

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

Now agree therefore, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:

- Hours. The hours of operation for the sidewalk café shall be:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Sidewalk Café:	7 am - 12 pm	7 am - 12 pm	7 am - 12 pm	7 am - 12:00 pm	7 am - 12 am	7 am - 12 am	9 am - 12 pm

- Noise/Music/Dancing. Applicant acknowledges familiarity with and will comply with noise-control provisions of 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 DCMR 905. The doors and windows of the premises will be kept closed at all times during business hours when music is being played or a sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress to or egress from the premises. There shall be no music played on the roof.
- Trash/garbage/rodents. Applicant shall maintain regular trash garbage removal service, regularly remove trash from the trash area, and see that the trash area remain 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 make every reasonable effort to eliminate food sources for rodents and eliminate the rat population.

4. Exterior and public space.

(a) Applicant shall assist in the maintenance of space adjacent to the establishment to at least 18 inches outward from the curb as need to keep tem free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulations in these respects. Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front or to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas at closing.

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APPLICANT:

DC Cafe c/o D.C. Cafe LLC

AYMAN AL MOUALEM

By:



Ayman Al Moualem

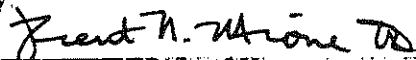
Owner, DC Cafe

Date

PROTESTANT:

Advisory Neighborhood Commission 2B

By:



Vincent N. Micone, III

Chair, ANC 2B

Date: 8/2/02

2002-8-7-004

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Dupont Circle Advisory Neighborhood Commission 2B



2002 AUG 7 PM 3 30

August 5, 2002

Mr. Roderic L. Woodson, Esq.
Chairperson, Alcoholic Beverage Control Board
941 North Capitol Street, NE, 7th Floor
Washington, DC 20002

RE: **Renewal Application for DC Grill, Inc., T/A DC Café; CR Application #12112;
2035 P St., NW**

Dear Mr. Woodson:

The purpose of this letter is to formally notify the Board that ANC 2B has settled certain issues related to ABC Renewal Application #7198 by DC Grill, Inc., T/A DC Café, Class CR, at 2035 P St., NW. A voluntary agreement, which is attached, addresses our concerns and offers limitations on the hours of use of the sidewalk café – an issue for which the protest was filed.

The responsible use of a public sidewalk for a café is a significant concern of ANC 2B. In a spirit of support for small, neighborhood businesses, ANC 2B works with business owners who wish to establish sidewalk cafés where the appropriate conditions exist for such a use. However, this public resource should not be abused. ANC 2B will closely monitor the renewal applicant's adherence to the stipulations of this agreement. Should issues persist, ANC 2B will seek enforcement action by the appropriate agencies and ABRA.

As this establishment is in my Single Member District, I am the Commission's representative. Please feel free to contact me for additional information or assistance on (202) 305-1756 or by e-mail at Vince.Micone@DupontCircleANC.net.

ON BEHALF OF THE COMMISSION:

Very truly yours,

Vince Micone
Chairperson

Attachment