

**In the Matter of:**

License no.: 70775  
Case no.: 9679-06/065P  
Order no.: 2006-128

The official records of the Board reflect that the Protestant and the Applicant 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 June 5, 2006, the Protestant has agreed to withdraw its protest, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement. Upon Board approval, this June 5, 2006 agreement will replace and make null and void any previous agreements between ANC 2B and the Applicant.

1207 19<sup>th</sup> Restaurant, LLC  
t/a Porters  
License no. 70775  
Case no. 60928-05/034P  
Page two

Accordingly, it is this 14<sup>th</sup> day of June 2006, **ORDERED** that:

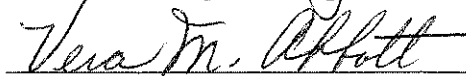
1. The protest of Darren A. Bowie, Chairman, on behalf of ANC 2B, is **WITHDRAWN**;
2. The substantial change application of 1207 19<sup>th</sup> Restaurant, LLC, t/a Porters, for a change of license class from a Retailer's Class "CR" License to a Retailer's Class "CT" License at 1207 19<sup>th</sup> Street, N.W., Washington, D.C., is **GRANTED**;
3. The above-referenced final agreement, is **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Protestant and the Applicant.

1207 19<sup>th</sup> Restaurant, LLC  
t/a Porters  
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District of Columbia  
Alcoholic Beverage Control Board



Charles A. Burger, Chairperson



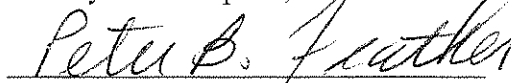
Vera M. Abbott, Member



Judy A. May, Member



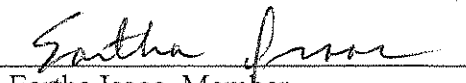
Audrey E. Thompson, Member



Peter B. Feather, Member



Albert G. Lauber, Member



Eartha Isaac, 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, 941 North Capitol Street, N.E., Suite 7200, Washington, D.C. 20002.

**COOPERATIVE AGREEMENT CONCERNING  
SUBSTANTIAL CHANGE OF ABC LICENSE  
SALE OF ALCOHOLIC BEVERAGES**

AGREEMENT, made and entered into this 5 day of June 2006, by and between the following Parties: 1207 19<sup>th</sup> Restaurant, LLC, trading as Porters (hereinafter the "Applicant") and Advisory Neighborhood Commission 2B (hereinafter ANC 2B).

Whereas, Applicant has filed an Application (No. 29524) with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board") for a change in the license Class from CR-02 (restaurant) to CT-02 (Tavern) of ABC license No. 70775, located at: 2442-46 18<sup>th</sup> Street, NW Washington, DC 20009.

Whereas, the establishment falls within the boundaries of ANC 2B, and

Whereas, this is a matter of concern to ANC 2B due to the absence of a clear or statutory requirement for a "Tavern" to serve any measurable amount of food,

Whereas, ANC 2B agree to the Substantial Changes of the license to allow for the change in license class of the establishment, after the placarding period and ABC Board approval,

Upon approval by the ABC Board, this Agreement shall replace and render null and void the previous agreements between ANC 2B, and the Applicant.

Now, Therefore, ANC 2B agrees to the proposed change in License Class from CR-02 to CT-02, provided the Applicant abides by the following conditions:

1. Operation

A.)

The Protestant-parties agree to the change of license class from a CR to CT. The Applicant agrees to be in compliance with the conditions listed below.

The Applicant shall make a good faith effort to sell and serve food. For purposes of this agreement, a "good faith effort" to sell or serve food shall be met if the Applicant:

- (1) Maintains a kitchen, kitchen staff, and the supplies and equipment necessary for the daily preparation and service of prepared food menu items other than snack food, (for example, appetizers, soups, salads, sandwiches, entrees, desserts, etc.). For the purposes of section, "snack food" is defined as items such as: peanuts, popcorn, potato chips, pretzels, etc;
- (2) Is open from at least 5 p.m. to 12:00 midnight for the service of dinner, seven days a week;

- mbg*
- (3) Continues to keep and maintain, the books and records required to be kept by D.C. Official Code § 25-113 (J)(3)(A) (2004); AND
  - (4) Is in compliance with a least three (3) of the following four (4) criteria:


- (a) The Applicant has gross annual food sales of at least \$ 1,500.00 per occupant (as determined by the establishment's Board-approved certificate of occupancy);
- (b) The Applicant offers food service until at least two (2) hours prior to closing;
- (c) The Applicant promotes food sales inside of the establishment by offering menus to seated patrons, and through the use of a sandwich board or menu displays at tables featuring food items with no drink specials; and
- (d) The Applicant's exterior advertising to the public emphasizes food and does not primarily advertise drink specials.

If the Protestants are not satisfied that the Applicant is in compliance with paragraphs (1), (2), or (3) of this section, the Protestants may petition the Board, after six (6) months from the date of the Board's order approving the agreement, for a show cause hearing.

If the Protestants are not satisfied that the Applicant is in compliance with paragraph (4) of this section, the Protestants may petition the Board, after six (6) months from the date of the Board's order approving the agreement, for a show cause hearing.

B.)

- 1.) Applicant agrees to offer food service during all hours of operation. Applicant has featured a "Late Night Menu" for food service during the last 2 hours of operation each night and agrees to continue that practice.
- 2.) Applicant agrees to not seek license class changes to CN or DN.
- 3.) Applicant agrees to maintain seating to accommodate the allowable occupancy of the establishment.
- 4.) Applicant agrees that there will be no cover charge. This provision shall not apply to New Year's Eve, prix-fixe dinner events, or fundraisers, where the establishment may sell tickets in advance, or at the door.
- 5.) Applicant agrees to abide by all sections of D.C. law and regulation with regard to "Taverns".
- 6.) Applicant agrees to operate the establishment under the terms of its license and will not rent out the establishment to third parties where the owner/manager is not present.
- 7.) Applicant agrees not to place or cause to be placed any fliers, handbills, or other similar advertisement in the public space, specifically on lampposts, street signs or any vehicle parked in the public space.



## 2. Hours

The hours of operation shall be consistent with applicant's as filed with and accepted by ABRA.

## 3. Occupancy

Allowable occupancy for the establishment shall be consistent with the allowed occupancy by the District of Columbia Regulatory Administration.

## 4. Noise/ Music

Applicant acknowledges familiarity with and will comply with all applicable noise-control provisions of District of Columbia law and regulations, including:

- a) 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 D.C. Official Code §25-725 (2001). Further, the Applicant agrees to abide by all relevant provisions of the D.C. Noise Control Act of 1977 (D.C. Law 2-53), including 20DCMR, Chapters 27 and 28, as amended.
- b) 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 or egress from the premises.
- c) Music from inside will not be audible at surrounding residential housing areas.
- d) Applicant agrees to not place outside the public space any loudspeaker, tape player, CD player or other similar device, or to place any inside speaker in such a way that it projects sound into the public space.
- e) No music will be played on the roof or on the roof deck except ambient dinner music played at a volume level that will not cause any disturbance to neighbors.

## 5. Trash/ garbage/rodent control

- a.) Applicant shall maintain regular trash/ garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster 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 to help eliminate the rat population.
- b.) Applicant agrees to segregate and recycle bottles, cardboard and cans apart from trash as required by DC law, and agrees not to dispose of bottles and cans in the outside trash dumpsters or recycling containers between the hours of 11:00 pm and 7:00 am.

- ROS
- c.) 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 trash dumpsters.

6. Exterior, including public space

- a.) Applicant shall assist in the maintenance of the alleyway behind and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow.

7. Consideration

Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees and patrons leaving the establishment to keep conversations and noise at a minimum from 11:00 PM to 7:00 AM.

8. Modification

This Agreement can be modified only by the ABC Board, or by mutual agreement of all the parties with approval of the ABC Board. In the case of ANC 2B, any modification must be in writing and approved by a majority of the commissioners present, constituting a quorum, at a properly noticed public meeting.

9. Regulations

In addition to the foregoing, Applicant will operate in compliance with applicable laws and regulations.

10. Withdrawal of Protest

ANC 2B agree to the Substantial Change of the license from Class CR to Class CT, and the withdrawal of their protests, *provided* that this Cooperative Agreement is incorporated into the Board's order granting the aforesaid Application, which order is thereby conditioned upon compliance with such Cooperative Agreement.

11. Availability of Cooperative Agreement

Applicant agrees to keep available at all times a copy of this Agreement at his/ her establishment and to familiarize his/ her employees with its conditions.

For 1207 19<sup>th</sup> Restaurant, LLC:

R. Scott Porter 6/2/06  
Signature Date

R. Scott Porter  
By: Please print name

Applicant - Owner  
Title

For ANC 2B:

[Signature] 19 May 2006  
Signature Date

Mike SILVERSTEIN  
By: Please print name

Commissioner - ANC 2B 06  
Title





IT MATTERS WHERE YOU GET  
YOUR NEWS

Washington Bureau  
1717 DeSales Street, NW  
5th Floor  
Washington, DC 20036

## FAX COVER SHEET

To: TIWANA CLARK

Fax: 442-9563

From: MIKE SILVERSTEIN

Pages (including cover sheet): 6

Message: VOLUNTARY AGREEMENT  
ANC 2B & 1207 19th RESTAURANT LLC T/A POBRES

PLEASE ACKNOWLEDGE RECEIPT.

(202) 222-7600 MIKE SILVERSTEIN  
THANK YOU!

If there are problems with transmission, please call (202) 222-7600