

**THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE AND CANNABIS BOARD**

**In the Matter of:**

Balos, LLC  
t/a Balos Estiatorio

Applicant for a New  
Retailer's Class CR License

at premises  
1900 N Street, NW, Unit #10  
Washington, D.C. 20036

License No.: ABRA-124717  
Order No.: 2023-412

Balos, LLC, t/a Balos Estiatorio, Applicant

Meg Roggensack, Chairperson, Advisory Neighborhood Commission (ANC) 2B

**BEFORE:** Donovan Anderson, Chairperson  
James Short, Member  
Bobby Cato, Member  
Jeni Hansen, Member  
Edward S. Grandis, Member

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**ORDER ON SETTLEMENT AGREEMENT**

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The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that Balos, LLC, t/a Balos Estiatorio (Applicant), Applicant for a New Retailer's Class CR License and ANC 2B have entered into a Settlement Agreement (Agreement), dated July 31, 2023, that governs the operations 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 ANC 2B are signatories to the Agreement. The Applicant and Chairperson Meg Roggensack, on behalf of ANC 2B, are signatories to the Agreement.

Accordingly, it is this 2nd day of August 2023, **ORDERED** that:

1. 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
2. Copies of this Order shall be sent to the Parties.

District of Columbia  
Alcoholic Beverage and Cannabis Board

eSigned via SeamlessDocs.com  
*Donovan Anderson*  
Key: 8c43C29285d450e4e730033d16cc08

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com  
*James Short*  
Key: 547ac372f520deCdc8d1b332ad2049ec

James Short, Member

eSigned via SeamlessDocs.com  
*Bobby Cato*  
Key: 258d23ca4d7a1e0d7f4b75bdc7917d20d

Bobby Cato, Member

eSigned via SeamlessDocs.com  
*Jeni Hansen, Member*  
Key: 8217291c5908447437b5c19c1a41803

Jeni Hansen, Member

eSigned via SeamlessDocs.com  
*Edward Grandis, Member*  
Key: 5027bd87f940040ec14adeb52541ce5

Edward S. Grandis, Member

Pursuant to D.C. Official Code § 25-433(d)(1), 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 and Cannabis Administration, 2000 14<sup>th</sup> Street, N.W., Suite 400S, Washington, DC 20009.

Also, pursuant to section II 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).

## **VOLUNTARY AGREEMENT**

THIS VOLUNTARY AGREEMENT ("Agreement") is made on this 31st day of July, 2023 by and between Balos, LLC ("Applicant") and Advisory Neighborhood Commission ANC2B ("ANC") (collectively, the "Parties").

### **RECITALS**

WHEREAS Applicant has applied for a Retailer Class "C" Restaurant License (the "License") for a business establishment ("Establishment") located at 1900 N Street, N.W., Suite 10, Washington, D.C. (the "Premises"); The Applicant's trade name is Balos Estiatorio (Balos Restaurant); License number ABRA-124717

WHEREAS the Parties desire to resolve potential issues in the operation of the Establishment by a new Voluntary Agreement pursuant to D.C. Official Code § 25-446 to address such concerns:

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. **Nature of the Business.** The applicant will manage and operate a Class "C" Restaurant.
2. **Sidewalk Cafe.** The Applicant may have outside seating in accordance with a sidewalk cafe endorsement to its ABC license and a duly-issued public space permit, and may serve alcoholic beverages to seated patrons in such area, provided, the total capacity for such sidewalk cafe shall not exceed 32 seats. Any increase in such seating shall require approval of the District of Columbia Public Space Committee and approval by the ABC Board. Applicant shall not operate or serve alcoholic beverages on its sidewalk cafe later than:
  - a. Sunday-Thursday: 11:00am to 11:00pm
  - b. Friday-Saturday: 11:00am to 12:00am

Applicant will inspect the sidewalk cafe regularly for compliance.

3. **Live Entertainment Endorsement.** The Parties agree that Applicant may use a DJ for music and ambiance at the Establishment. Applicant will not operate the Establishment as a dance hall or venue promoting live music. Applicant may offer limited live music at the Establishment for occasional private events not open to the general public. Applicant may offer limited live music at the Establishment to the general public for a maximum of eight (8) occasions per calendar year, not limited to but including such occasions as Greek Independence Day, Oxi Day, Pascha (Greek Orthodox Easter), Christmas, New Year. The Entertainment Endorsement shall apply to inside the Premises only.

4. **Music & Noise.** Applicant shall adhere to DC Code 25-725 with respect to emanation of music and noise from the Establishment. Applicant shall take reasonable, necessary actions to ensure that music and noise from the Sidewalk Cafe is not audible in any residential premises and to preclude unreasonable disturbance to occupants of residential properties from emanation of noise or vibration from the Establishment, including from patrons at, entering, or exiting the Establishment. Any music played in the Sidewalk Café will be only background music.
5. **Compliance.** In operating the Establishment, the Applicant shall at all times abide by all Alcoholic Beverage and Cannabis Administration (ABCA) regulations regarding the ownership of the License.
6. **License Ownership.** Applicant agrees not to transfer or sell the license to any other entity before obtaining approval from the Alcohol Beverage Control Board. Applicant agrees to specifically notify any prospective transferee, assignee, or contractee of the existence of this Agreement and to provide them with a copy. Notwithstanding the foregoing, this section shall not prohibit the sale or transfer of the license to any subsidiary, parent, or affiliate of Applicant.
7. **Notices.** Any notices required to be made under this Agreement shall be in writing and sent either via e-mail or U.S. mail, postage prepaid, to the parties to this Agreement at the addresses below.

a. If to Applicant:

Attn: Stefanos Vouvoudakis  
Balos, LLC  
55-01 55th street  
Maspeth, NY 11378

With copy to:



Attn: Balos, LLC  
Bregman, Berbert, Schwartz & Gilday, LLC  
7315 Wisconsin Avenue, Suite 800 West  
Bethesda, MD 20814

b. If to ANC:

Attn: Executive Director  
Advisory Neighborhood Commission 2B  
9 Dupont Circle, NW  
Washington, DC 20036  
Email: [2B@anc.dc.gov](mailto:2B@anc.dc.gov)

8. **Opportunity to Cure.** In the event that either party is in breach of this Agreement, the breaching party shall be entitled to reasonable notice and opportunity to cure in the form of thirty (30) days notice, (the reasonable notice and cure period shall be ten (10) days notice, if the breach is of an emergency nature or repetition of a prior breach), before the non-breaching party can seek enforcement of the Agreement. If the breaching party fails to cure within the relevant notice and cure period, or, within 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, then the non-breaching party shall be entitled to file a complaint with the ABC Board pursuant to D.C. Official Code §25-447. Notice shall be a prerequisite to the filing of a complaint or any other enforcement action.
9. **No Protest.** Upon execution of this Agreement by the Parties and its submission to the ABC Board, and in reliance thereupon, the ANC shall refrain from filing a protest of the Applicant's License application (placard posting date June 2, 2023, as amended).
10. **Binding Effect.** This Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant.
11. **Severability.** In the event any provision of this Agreement is determined to be void or unenforceable, such determination shall not affect the remainder of this Agreement, which shall continue to be in force.

In witness thereof, the Parties, acting through their authorized representatives, have agreed to and signed this Voluntary Agreement.

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| Balos, LLC   | Advisory Neighborhood Commission  |
| Printed Name: Joseph Ragonese  | Printed Name: Meg Roggensack, Chair   |
| Signature: <small>DocuSigned by:</small><br><br><small>0BB3F5A725534E1...</small> | Signature:  |
| Date: 7/19/2023  | Date: 7/31/2023   |