

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

In the Matter of:)	
)	
Modern Dining Concepts, LLC)	
t/a The Atlas Room)	
)	
Applicant for a New)	License No. ABRA-084689
Retailer's Class CT License)	Order No. 2011-408
)	
at premises)	
1015 H Street, N.E.)	
Washington, D.C. 20002)	

Modern Dining Concepts, LLC, t/a The Atlas Room (Applicant)

David Holmes, Chairperson, Advisory Neighborhood Commission (ANC) 6A

BEFORE: Nick Alberti, Interim Chairperson
Donald Brooks, Member
Herman Jones, Member
Calvin Nophlin, Member
Mike Silverstein, Member

ORDER ON VOLUNTARY AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Modern Dining Concepts, LLC, t/a The Atlas Room, Applicant for a new Retailer's Class CT License located at 1015 H Street, N.E., Washington, D.C., and ANC 6A have entered into a Voluntary Agreement (Agreement), dated July 8, 2010, 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 and ANC 6A are signatories to the Agreement.

Modern Dining Concepts, LLC
t/a The Atlas Room
License No. ABRA-084689
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Accordingly, it is this 28th day of September 2011, **ORDERED** that:

1. The above-referenced Voluntary Agreement submitted by the Applicant and ANC 6A to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

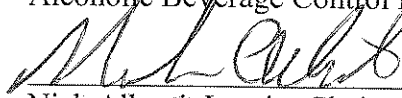
Section 5 (Modifications): The first sentence in Section 5 shall be modified to read as follows: "This agreement can be modified only by mutual agreement of all the parties with the approval of the ABC Board or by the ABC Board consistent with D.C. Official Code § 25-446."

The parties have agreed to this modification.

2. Copies of this Order shall be sent to the Applicant and ANC 6A.

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District of Columbia
Alcoholic Beverage Control Board



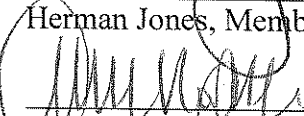
Nick Alberti, Interim Chairperson



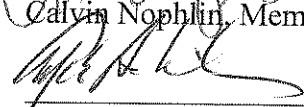
Donald Brooks, Member



Herman Jones, Member

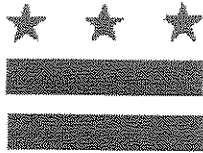


Calvin Nophlin, Member



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, 2000 14th Street, N.W., Suite 400S, Washington, DC 20009.



District of Columbia Government
Advisory Neighborhood Commission 6A
Box 75115
Washington, DC 20013



DISTRICT OF COLUMBIA
ALCOHOL BEVERAGE LICENSING
REGULATION DEPARTMENT

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RECEIVED BY hs

August 31, 2011

Nick Alberti, Interim Chairman
Alcohol Beverage Control Board
2000 14th Street NW, Suite 400S
Washington, DC 20009

Dear Mr. Alberti:

Here is the Voluntary Agreement between the Atlas Room at 1015 H Street, NE and Advisory Neighborhood Commission 6A. It was signed by Matt Cordes on behalf of the Atlas Room and by Kelvin Robinson as Chair of ANC 6A on July 8, 2010. I do not know if the absence of this agreement in your files is a failure of transmittal or reception, but hope this completes all formal actions necessary for the Atlas Room.

ANC 6A on July 8, 2010 voted 7-0-1 (with Commissioner Nick Alberti not voting) to support a protest against this license in the absence of a signed voluntary agreement before the August 2, 2010 cut-off date. That vote was held at a regularly scheduled and publicly posted meeting with all Commissioners present.

Should you have any questions, please contact Commissioner Adam Healy, Chairman of the Commission's Alcoholic Beverage Licensing Committee, at healy-anc6a01@gmail.com or 202.556.0215.

On behalf of the Commission,

David Holmes, Chair



Made this _____ day of July, 2010
by and between the
Atlas Room
1015 H Street, NE
and
Advisory Neighborhood Commission 6A

Preamble

Through this agreement, both parties aim to create an environment whereby the applicant may operate as a viable contributing business in the ANC 6A community, while concurrently curtailing any adverse effects a business such as the applicant's could have on the surrounding neighborhood.

The applicant agrees to work regularly with the ANC 6A, neighborhood associations, and residents to ensure the business operations do not adversely affect the surrounding neighborhood. All parties believe the statements and provisions contained in this agreement are reasonable and must become wholly integrated into the day-to-day operation of the business establishment.

Further, ANC 6A acknowledges that this Cooperative Agreement shall be presented to all Class CT applicants within the boundaries of ANC 6A. The community and merchants have agreed that it is in all the parties best interests to standardize the requirements for the operations of restaurant, tavern, and nightclub establishments within the boundaries of ANC 6A. To the greatest extent possible, the ANC will not insist upon or allow any significant changes to this Cooperative Agreement that will unfairly benefit or, conversely, cause competitive disadvantage to, any individual applicant or establishment within the ANC, unless such change is required by the District of Columbia government, other authorized governmental bodies, or rule of law.

The community and merchants understand and agree that the changes imposed upon the operations of all licensees within the ANC as set forth herein are important measures to protect the safety, peace, order and quiet of the neighborhood, its residents, and businesses.

Witnesseth

Whereas, Applicant's premises is within the boundaries of ANC 6A; and,

Whereas, the parties desire to enter into an agreement governing certain requirements and understandings regarding the issuance of a Retailer's Class CT Liquor License at the subject premises; and,

The Parties Agree As Follows:

1. Public Space Cleanliness and Maintenance. Applicant will maintain the public space (minimally the front sidewalk up to and including the gutter in front of the subject premises, and the alleyway behind the subject premises) adjacent to the establishment in a clean and litter-free condition by:

- a. Picking up trash, including beverage bottles and cans, and all other trash a minimum of twice daily (once immediately before business hours and again between 5:00 p.m. and 8:00 p.m.).
- b. Maintaining regular trash garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remain clean.
- c. 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.
- d. Exercising due diligence to prevent and/or rid vermin infestation in and around the establishment, including following, minimally, the recommendations and guidelines of the Vector Control Division of the Department of Public Works.
- e. Assisting in maintenance of the curb in front of the establishment to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulation in these respects.
- f. Planting, watering, and generally tending to tree boxes directly in front of the subject premises, if any.
- e. Promptly removing or painting over any graffiti written on the exterior walls of the property.

2. Business Operations and Practices:

- a. Applicant will not, directly or indirectly, sell or deliver alcohol to any intoxicated person, or to any person of intemperate habits, or to any person who appears to be intoxicated. A person of intemperate habits shall be defined as:
 - i. Any person convicted of alcohol offences or alcohol-related crimes three times or more in any one year; and
 - ii. Who has been so identified to the licensee by the Metropolitan Police Department by giving a photo and name to the licensee.
- b. Applicant agrees to take all necessary steps to prevent patron rowdiness, including refusing admission/service to rowdy and/or unruly persons.
- c. Applicant agrees that the only alcoholic beverage that can be brought into the establishment is an unopened bottle of wine, which must be opened by an employee of the establishment. The only beverage which can be removed by a patron is one unopened or partially consumed bottle of wine which should be corked in accordance with DC Code 25-113(b)(5).
- d. Applicant will not provide or sell alcoholic beverages "to go." Applicant agrees not to promote or participate in bar or pub "crawls" or any other event of this nature.
- e. The licensed establishment will be managed by the applicant in person or a board licensed manager.
- f. Applicant, and all employees of the applicant, shall attend and complete an alcoholic beverage server training course/seminar.
- g. Applicant shall post a notice kept in good repair and visible from point of entry a sign, which states:

- i. Proper ID required (proof of age 21 minimum to be served and assurances that ID's will be checked at all times prior to serving alcoholic beverages to patrons).
 - ii. Prohibition against selling alcohol to minors.
 - iii. Request to patrons to not litter, loiter, or make excessive noise in the neighborhood as they arrive or depart.
 - iv. Warning: Drinking alcoholic beverages during pregnancy can cause birth defects.
 - v. Request that customers do not contribute to panhandlers.
- h. Applicant shall make reasonable efforts to prohibit and prevent loitering and criminal activity on or in front of the establishment premises, to include:
- i. Asking loiterers to move on whenever they are observed outside the establishment,
 - ii. Calling the Metropolitan Police Department (MPD) to remove loiterers if they refuse Applicant's request to move on,
 - iii. Calling the Metropolitan Police Department if illegal activity is observed,
 - iv. Keeping a written record of dates and times (i.e. log) when the MPD was called for assistance.
- i. Applicant's log shall be provided to the Board and, for good cause shown to the Board, to any valid protestant during hearings involving future renewals or contested proceedings involving the Applicant's license.
- j. Applicant shall not support of the installation of pay phones outside of the establishment on their property.
- k. Applicant will utilize and maintain high-intensity flood-lights on the exterior of its premises so as to fully light any abutting alleyway from dusk until dawn.
- l. Applicant shall provide valet parking services only with valet parking services as defined licensed and in compliance with Title 24 DCMR Chapter 16.

3. Music / Dancing / Entertainment:

- a. Applicant agrees to ensure that sounds originating from within the establishment are mitigated by installing adequate sound proofing.
- b. Applicant shall not produce any sound, noise, or music of such intensity that it may be heard in any premises other than the licensed establishment in accordance with DC Official Code Title 25-725.
- e. Applicant shall obtain an entertainment endorsement to have a cover charge. For purposes of this clause, a cover charge is a fee required by an establishment to be paid by patrons for admission that is not directly applied to the purchase of food or drink.
- f. Applicant may offer facilities for dancing for patrons only with an entertainment endorsement and may have recorded and background music without an entertainment endorsement. "Entertainment" means live music or any other live performance by an actual person, including live bands, karaoke, comedy shows, poetry readings, and disc jockeys. The term "entertainment" shall not include the operation of a jukebox, a television, a radio, or other prerecorded music.

4. Cooperation with ANC 6A. Applicant agrees to work on resolving issues preventing the applicant from fulfilling its obligations under this cooperative agreement with all of the following: the Single-Member District (SMD) ANC Commissioner within whose boundaries the establishment is located, the Chair of the ABL Committee, and other Commissioners whose SMD's are adjacent to the location of the establishment.

5. Modifications. This agreement can be modified only by mutual agreement of all the parties with the approval of the ABC Board. In the case of ANC6A, if applicant desires to modify the terms of this agreement, the applicant, prior to implementing the change(s), shall receive written agreement from ANC6A after a majority of the commissioners shall have voted in favor of the changes at a full public meeting.

6. Miscellaneous:

- a. Applicant certifies that it does not owe more than \$100 to the District of Columbia government as the result of any fine, fee or penalty interest or past due tax.
- b. Applicant shall post a copy of this voluntary agreement in the establishment in conjunction with the posting of its alcoholic beverage license.
- c. Applicant will operate in compliance with all applicable laws and regulations.

7. Enforcement:


- a. If either party hereto believes in good faith that the applicant is in violation of this agreement, written notice specifying the alleged violation shall be delivered to the applicant and the applicant shall have ten (10) days after receipt of such written notice to come into compliance with this agreement or respond to said alleged notice of default.
- b. Applicant and the ANC 6A Commission agree to enter into this agreement. If the applicant should breach the conditions of this agreement, it is understood by all parties that the ANC 6A, and/or its committees, or others shall immediately petition the ABC Board for a "show cause" hearing pursuant to 23 D.C.M.R. 1513.5.
- c. This cooperative agreement is binding on the applicant and its assigns and will continue in force for any and all subsequent license holders at this location.

In Witness Whereof

The parties have affixed hereto their hands and seals.

Applicant:

By: Matt Cordes

Signature:  Date: 7/8/2010

Advisory Neighborhood Council 6A Representative:

By: ANC Chairman Kelvin Robinson

Signature:  Date: 7/8/10