



Advisory Neighborhood Commission 1C
PO Box 21009, NW, Washington, DC 20009
anc1c.org
Representing Adams Morgan

February 2, 2022

Howard Bauleke (1C01)

Celeste Carano (1C02)

Peter Wood (1C03)

Meghan Faulkner (1C04)

Deb Felsenthal(1C05)

Benjamin Butz (1C06)

Jacob Faleschini (1C07)

Fiona Clem (1C08)

Donovan Anderson, Chair
ABC Board
2000 14th Street, NW, Suite 400
Washington, DC 20009
Sent by attachment to email to abra.legal@dc.gov

RE: To The Heavens, LLC; ABRA-1065

Dear Chair Anderson:

At a duly-noticed public meeting held on 2/2/2022, with a quorum present, Advisory Neighborhood Commission 1C voted 7-0-0 in support of the attached settlement agreement.

Thank you,

Fiona Clem
Chairperson, ANC 1C

cc: Vinnie Rotondaro, rotondaro.vinnie@gmail.com
Denis James, denisjames@gmail.com
Martha Jenkins, martha.jenkins@dc.gov

**NEW SETTLEMENT AGREEMENT CONCERNING
ABC LICENSE FOR SALE OF ALCOHOLIC BEVERAGES**

NEW AGREEMENT, made this 30 day of January 2022, by and among To The Heavens, LLC, t/a Grand Duchess (hereinafter "Applicant"), Advisory Neighborhood Commission 1C (hereinafter "ANC 1C"), and the Kalorama Citizens Association (hereinafter "KCA") (collectively, the "Parties"), witnesseth:

Whereas, Applicant is holder of CT-01, Retailer's Class "C" Tavern License Number ABRA-1065 at the address 2337 18th St. NW, and is the successor to the businesses Last Laugh, LLC, t/a High Dive, and Biznich, Inc., t/a Pharmacy Bar, at that same address, for which exist prior to this new agreement, two Settlement Agreements (approved by Board Order number 2005-41) and an amendment to those agreements, approved by Board Order number 2015-541. The parties wish to create this new settlement agreement to supersede all previous agreements between the parties.

Whereas, the restaurant and bar is located within the boundaries of ANC 1C and is within the membership boundaries of the KCA.

Whereas, the parties desire to enter into this New Agreement whereby Applicant agrees to adopt certain measures to address concerns of ANC 1C and KCA and to include this Agreement as a formal condition of its application to the Alcoholic Beverage Regulation Administration ("ABRA"). ANC 1C and KCA agree to the approval of these changes to the license, provided that this Agreement is incorporated into the Alcoholic Beverage Control Board's order approving such application.

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

1. Operation

Applicant agrees to maintain a kitchen and kitchen staff for the preparation and service of prepared food menu items, and to promote food as part of the establishment's identity and essential offerings.

Applicant agrees to abide by all sections of D.C. laws and regulations with regard to "Taverns".

2. Hours of Operation

Hours of Operation - Inside

Sunday - Thursday: 6:00 am - 2:00 am

Friday and Saturday: 6:00 am - 3:00 am

Hours of Operation - Outside, on Sidewalk Cafe

Applicant may operate a sidewalk cafe in front of the premises during the following hours:

Sunday - Thursday: 6:00 am - 12:00 midnight

Friday and Saturday: 6:00 am - 2:00 am

Applicant agrees to not commence sale or service of alcoholic beverages until 8 am, either inside or on the Sidewalk Cafe.

Last call will be announced a half hour prior to closing, each night of operation.

There shall be no entertainment on the sidewalk cafe.

Applicant may register to participate in the "Holiday Extension of Hours" program listed by the Alcoholic Beverage Regulation Administration.

Applicant agrees to a daily one-hour extension of hours only, for its participation in the ABRA "Holiday Extension of Hours" program and may operate during those hours for only all the Fridays and Saturdays of any Holiday listed in the program, plus New Year's Eve until 4 am, no matter what day of the week it falls upon.

The Sidewalk Cafe and any other outside space shall not be included in the "Holiday Extension of Hours" program for the Applicant but shall operate only those hours listed elsewhere in this agreement.

3. Occupancy

The Applicant's inside capacity is forty-eight (48).

The Applicant's outside (Sidewalk Cafe) capacity is fourteen (14).

4. Entertainment

Applicant agrees that the establishment will not operate as a dance hall or music venue promoting amplified live music. Applicant agrees that any live music that is offered will include no more than three unamplified instruments. Vocal performances that occur with unamplified instruments may be amplified. Applicant agrees that any live music that is offered inside the establishment will comply with pertinent DC noise regulations.

There shall be no cover charges associated with entertainment at the establishment except for "special events," such as art shows or fundraisers, in which tables and seating can be moved to allow for better flow and ambiance within the establishment. There shall be no more than eight (8) "special events" allowed each month. Applicant agrees to maintain a logbook of the events described above and to provide the information at the request of ABRA investigators.

Entertainment at the establishment shall conclude one hour before closure each night of operation.

Doors and windows of the establishment shall be closed at any time that entertainment is being provided, except that doors may be opened only for ingress and egress when patrons are actually entering or exiting the establishment.

5. Noise

Applicant acknowledges familiarity with and agrees to comply with all applicable noise-control provisions of District of Columbia law and regulations. Applicant expressly agrees:

To prevent emissions of sound, capable of being heard outside the premises, by any amplification device or other device or source of sound or noise, in accordance with DC Official Code, section 25-725. Further, the Applicant agrees to abide by all relevant provisions of the DC Noise Control Act of 1977 (DC Law 2-53), including 20 DCMR, Chapters 27 and 28, as amended.

Sound from inside will not be audible in residential housing units.

6. Trash/Garbage/Rodents

Applicant shall maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster areas remain clean. Frequency of pick-ups shall be half the days of operation or half the days of operation plus one, per week, depending on the number of days of operation per week of the establishment. Should Applicant's dumpsters not be adequate to contain the amount of trash generated, additional pick-ups shall be called for immediately. 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 shall make every reasonable effort to eliminate food sources for rodents to help eliminate the rat population.

Applicant shall paint the name of the establishment on their dumpsters, trash containers and recycling containers. No trash, garbage, waste or recycling shall ever be placed in another businesses' containers.

Applicant agrees to segregate recyclables from trash and to recycle cardboard, plastic bottles, jars and other containers as well as glass bottles and other glass refuse. Applicant agrees not to dispose of bottles and recyclables in a manner that would have an adverse effect on peace, order and quiet in the neighborhood and shall not dispose of bottles and recyclables in dumpsters between the hours of 11:00 pm and 8:00 am.

Applicant agrees not to place or cause to be placed any fliers, handbills or other similar advertisements in the public space, specifically on lampposts, street signs or any vehicle parked in the public space.

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.

7. Exterior including public space

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 and ice from the sidewalk and comply with all applicable DC 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 to the front and the rear of the premises during business hours and at closing, and to cause patrons to leave those areas quietly at closing.

Applicant shall make every effort to prevent the formation of a line either on the stairway into the establishment, or on the sidewalk in front of the establishment due to fire safety and noise concerns and the obstruction of the pedestrian passageway.

8. Third Party Events

Applicant agrees to operate the establishment under the terms of its license and will not rent out the establishment to third parties for events where the owner/manager is not present and managing the business.

9. Bar/Pub Crawls

Applicant agrees not to promote or participate in bar or pub "crawls", "tours", or similar events.

10. Consideration of Neighbors

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 to a minimum from 11:00 pm. to 8:00 am.

11. Modification

This Agreement can be modified only by the ABC Board, by mutual agreement of all the parties with the approval of the ABC Board, or as required by DC law. In the case of ANC 1C, any modification must be approved by a majority of the commissioners at a duly noticed public meeting, a quorum being present.

12. Regulations

In addition to the foregoing, Applicant shall operate in compliance with all applicable laws and regulations. Further, nothing in this Agreement shall preclude ANC or KCA from filing an objection to any request by the Applicant to the Board of Zoning Adjustment.

13. Availability of Settlement Agreement

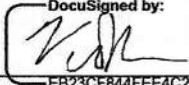
Applicant agrees to keep available at all times a copy of this Agreement at the establishment and shall familiarize all employees with its conditions.

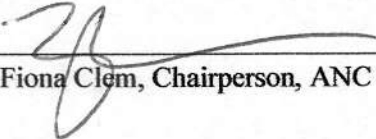
14. Final Agreement and Modification.

This agreement supersedes any other prior agreements concerning this license, and shall constitute the only agreement between the Parties, except to the extent it is subsequently modified by the Parties. For purposes of DC Official Code Section §25-446(d)(2)(B), the date of the ABC Board's approval of this agreement shall be considered its initial approval of this Agreement and shall commence the applicable period.

For To The Heavens, LLC

For ANC 1C

DocuSigned by:

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Vinnie Rotondaro, Owner 1/30/2022
Date


Fiona Clem, Chairperson, ANC 1C 2/2/2022
Date

For Kalorama Citizens Association


Denis James, President 2-1-2022
Date