

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

**In the Matter of:** )  
)  
9th Street Lounge, LLC )  
t/a Mirror Lounge )  
)  
Application for Renewal of a )  
Retailer’s Class CT License )  
)  
at premises )  
1920 9th Street, NW )  
Washington, D.C. 20001 )  
\_\_\_\_\_ )

Case No.: 22-PRO-00154  
License No.: ABRA-111950  
Order No.: 2023-257

9th Street Lounge, LLC, t/a Mirror Lounge, Applicant

Sabel Harris and Sean Holihan, Commissioners, Advisory Neighborhood Commission (ANC) 1B, Protestant

Frank Chauvin, Designated Representative, on behalf of a Group of Five or More Individuals, Protestant

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

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**ORDER ON SETTLEMENT AGREEMENT  
AND WITHDRAWAL OF PROTESTS**

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The Application filed by 9th Street Lounge, LLC, t/a Mirror Lounge (Applicant), for Renewal of its Retailer’s Class CT License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on December 27, 2022, and a Protest Status Hearing on February 8, 2023, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Alcoholic Beverage Control Board (Board) reflect that the Applicant, ANC 1B, and a Group of Five or More Individuals have entered into a Settlement Agreement (Agreement), dated March 1, 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; Commissioners Sabel Harris and Sean Holihan, on behalf of ANC 1B; and Frank Chauvin, on behalf of the Group of Five or More Individuals, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 1B and the Group of Five or More Individuals, of this Application.

Accordingly, it is this 3rd day of May 2023, **ORDERED** that:

1. The Application filed by 9th Street Lounge, LLC, t/a Mirror Lounge, for renewal of its Retailer's Class CT License, located at 1920 9th Street, NW, Washington, D.C., is **GRANTED**;
2. The Protests of ANC 1B and the Group of Five or More Individuals in this matter is hereby **WITHDRAWN**;
3. 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, except for the following modification:

Subsection 3(i) (Noise) – This Subsection shall be replaced with the following language: “If the Applicant is found to be in violation of D.C. Official Code sec. 25-725 (Noise from licensed premises), three (3) or more times for occurrences within in any thirty (30) day period, by way of uncontested citation, offer in compromise of a show cause notice or Board Order, the Applicant shall hire a qualified sound professional to conduct a commercially reasonable sound analysis of the premises and produce a report on sound issues and soundproofing at the Establishment. The report shall indicate the qualifications of the sound professional; the method(s) used to test the noise levels and soundproofing at the Establishment; the time and place such tests were undertaken; and whether the existing soundproofing and architectural features of the Establishment allow Applicant to comply with District law.”

The parties have agreed to this modification.

4. Copies of this Order shall be sent to the Parties.

District of Columbia  
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com  
*Donovan Anderson*  
Key: 6c43c109b0005f0294c730003d160c28

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com  
*James Short*  
Key: 5476c373320d66ac8c1b3325d2943c7

James Short, Member

eSigned via SeamlessDocs.com  
*Bobby Cato*  
Key: 258d3fca37be140d774575bd7517d20c

Bobby Cato, Member

eSigned via SeamlessDocs.com  
*Rafi Aliya Crockett, Member*  
Key: b500e91845e189e4016155a5e12f310c

Rafi Crockett, Member

eSigned via SeamlessDocs.com  
*Jeni Hansen, Member*  
Key: 82172911250844745; b509e2a418f9

Jeni Hansen, Member

eSigned via SeamlessDocs.com  
*Edward Grandis, Member*  
Key: 5027bda7f9f00409c14a9eb52541ca5

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).

**Settlement Agreement by and between  
Advisory Neighborhood Commission 1B and  
9<sup>th</sup> Street Lounge, LLC (t/a Mirror Lounge)**

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of March, 2023, by and between 9<sup>th</sup> Street Lounge (“Applicant”) and ANC 1B (“ANC”).

**RECITALS**

WHEREAS, Applicant has filed an application to renew Retailer’s Class C Tavern ABC License (ABRA-111950) (“License”) for a business Establishment located at 1920 9<sup>th</sup> St. NW (“Establishment”) with Summer Garden, Entertainment, Dancing, Cover Charge, and Alcohol Carryout & Delivery Endorsements; and

WHEREAS, in recognition of the Alcoholic Beverage Control Board (“Board”)’s policy of encouraging parties to a liquor licensing proceeding to settle their differences by reaching Settlement Agreements, by their signatures below, the parties hereto desire to enter into a Settlement Agreement whereby (1) Applicant will agree to adopt certain measures to address ANC’s concerns and to include this Agreement as a formal condition of its renewal application, and (2) ANC will not file a protest of the application provided that the Board approve this Agreement conditioned upon Applicant’s compliance with its terms; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, receipt and sufficiency are hereby acknowledged, the parties agree as follows:

1. Nature of the Establishment.
  - a. Applicant will operate and manage a Class C Tavern Establishment, as defined by the Board. Applicant shall comply with all conditions applicable to this license class with Summer Garden, Entertainment, Dancing, Cover Charge, and Alcohol Carryout & Delivery Endorsements.
  - b. The Establishment shall have a maximum occupancy in accordance with the liquor license. Applicant shall post its Certificate of Occupancy in public view at all times.
2. Hours. Establishment’s permitted hours of operation, and selling, serving, and consuming alcohol shall be in accordance to the liquor license as follows:

a. Interior Hours of Operation and Sales, Service, and Consumption of Alcoholic Beverages:

Day		
Sunday	10:00 a.m.	2:00 a.m.
Monday	10:00 a.m.	2:00 a.m.
Tuesday	10:00 a.m.	2:00 a.m.
Wednesday	10:00 a.m.	2:00 a.m.
Thursday	10:00 a.m.	2:00 a.m.
Friday	10:00 a.m.	3:00 a.m.
Saturday	10:00 a.m.	3:00 a.m.

b. Interior Hours of Entertainment:

Day		
Sunday	6:00 p.m.	2:00 a.m.
Monday	6:00 p.m.	2:00 a.m.
Tuesday	6:00 p.m.	2:00 a.m.
Wednesday	6:00 p.m.	2:00 a.m.
Thursday	6:00 p.m.	2:00 a.m.
Friday	6:00 p.m.	3:00 a.m.
Saturday	6:00 p.m.	3:00 a.m.

c. Provided, However, (1) on days designated by the DC ABC Board as "Extended Hours for ABC Establishments" Applicant may operate and serve alcohol for such hour(s); (2) in the event the Council of the District of Columbia or the DC ABC Board grant licensees in general extended operating hours (such as Inauguration or World Cup) Applicant may avail itself of such extended hours; and (3) on January 1 of each year Applicant may serve alcoholic beverages until 4:00 am.

3. Noise.

- a. Applicant shall comply with applicable noise-control regulations, including, but not limited to, those in District of Columbia Municipal Regulations (DCMR) Title 20 and Title 25.
- b. Applicant agrees to keep its doors and windows closed when Entertainment is being provided at the Establishment; but Applicant may open its window panels seasonably, provided that the Entertainment is not audible in any neighboring residential building at any time
- c. Applicant shall take reasonable, necessary actions to ensure that music, noise, and vibration from the Establishment are not audible in any residential premises according to ABRA DC official Code Section 25-725, including, but not limited to, making reasonable architectural modifications to the

Establishment, making reasonable upgrades to windows on the premises, making reasonable upgrades to the sound system; and installing reasonable soundproofing and noise mitigation measures

- d. Exterior doors and windows shall not remain open after 10:00 p.m. when music or amplified sound is audible from the exterior of the Establishment.
- e. Amplified speakers used in the interior must be on stands, raised, and/or mounted to reduce vibrations.
- f. Applicant's front door shall remain closed (not propped open), other than for routine ingress and egress, in accordance to the liquor license and ABRA regulations.
- g. Applicant shall receive deliveries only between 7:00 a.m. and 7:00 p.m, 7 days a week.
- h. Applicant's security manager on duty, or their designee, shall be responsible for handling any noise issue complaints from the neighbors. This person will carry a cell phone designated for this purpose and the ANC shall be given this number to distribute to the neighboring residents.
- i. If three (3) or more noise violations are substantiated by ABRA enforcement officials within any 30-day period, Applicant shall meet with interested Protestant to present and agree to noise mitigation efforts or plans.

#### 4. Trash and Odors.

Applicant shall take reasonable measures to ensure that the areas immediately adjacent to the Establishment are kept in a clean and litter-free condition.

- a. Applicant is encouraged to work with the ANC towards solutions for removing dumpsters and grease barrels from public space on site and collectively in surrounding block.
- b. All trash, recyclable materials, and grease stored outdoors at the Establishment shall be in closed containers that are resistant to vermin, leaks, and odors.
- c. Applicant shall deposit trash and garbage only in rodent resistant dumpsters and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed.
- d. Applicant shall make reasonable efforts to repair or replace any damaged or leaking containers within 72 hours. If replacement containers are not available within 72 hours, Applicant shall provide documentation of request made to vendor for replacement. Outdoor containers shall be kept closed at all times.
- e. Applicant shall arrange for trash and recycling collection a minimum of 2 times

per week.

- f. Applicant shall keep the exterior (including immediately adjacent portions of the alley way) of the Establishment free of litter, bottles, trash, and other debris.
- g. Applicant shall take reasonable, necessary actions to mitigate odors emanating from the Establishment, including, if necessary, hiring a qualified professional to ensure kitchen exhaust ventilation and filtering systems are of sufficient design and capacity as to reduce the external emission of odors.

5. Rat and Vermin Control.

- a. Applicant shall instruct an employee to ensure that the areas immediately adjacent to the premises, including the sidewalk and alley abutting the premises and around its dumpster, are swept and trash and other waste are removed from the ground to help eliminate potential attractions for rodents, pests, and other vermin.
- b. Applicant shall contract with a licensed exterminator to inspect the Establishment a minimum of once per quarter and shall maintain recommended pest control measures.

6. Security & Queuing.

- a. Applicant shall make reasonable efforts to reduce the potential for patrons queuing to enter the Establishment. Applicant shall maintain rope and stanchions for patrons queuing to enter the establishment. Applicant shall make reasonable efforts to minimize the queue's impact on the public space, including having an employee stationed outside to monitor patrons waiting in the queue.
- b. Applicant shall take all reasonable steps to minimize problems of illegal drugs and public drinking, including, by having a sufficient number of trained personnel to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; and maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur.
- c. Applicant shall maintain ownership and control of the Premises, including patrons' ingress and egress, staff of the establishment, including any bar and security staff. Under no circumstances shall Applicant permit a third-party or promoter to be responsible for providing security or maintaining control over the establishment's existing security personnel.

7. Parking.

- a. Applicant shall discourage its employees from parking their vehicles illegally, on streets signed with parking restrictions, including time-limited parking and resident-only parking.

- b. Applicant shall encourage vendors and contractors to park legally, and, as reasonably necessary, work with DDOT, DPW or the appropriate agency to resolve issues related to illegal parking by its vendors and contractors.
  - c. Applicant shall notify patrons, on Establishment website or other advertising, that there is limited parking in the vicinity and shall encourage the use of public transportation or walking.
8. Binding Effect. This Agreement shall be binding upon and enforceable against the successors and assigns of Applicant during the term of the license to which this Agreement applies. Applicant agrees to specifically notify any prospective transferee of the existence of this Agreement and to provide them with a copy.
9. Agreement Available Upon Demand. A copy of this Agreement shall be kept at the Establishment and made available to law enforcement officers and Alcoholic Beverage Regulatory Administration inspectors upon request.
10. Notices.

- a. Notices shall be provided by email, U.S. Mail, or hand-delivery as follows:

If to ANC:  
Advisory Neighborhood Commission 1B  
2000 14th St., NW, Suite 100B  
Washington, DC 20009  
1b@anc.dc.gov

If to Applicant:  
9th Street Lounge, LLC (t/a Mirror Lounge)  
1920 9th St. NW  
Washington, DC 20001  
Bcasu1979@gmail.com  
Attn: Bruno Casu

- b. Failure to give notice shall not constitute waiver or acquiescence to the violation.

WHEREFORE, by the signing of the representatives of Applicant and ANC, Applicant hereby agrees to the aforementioned covenants and ANC agrees to withdraw its pending protest against Applicant's ABC License application, provided that this Agreement is incorporated into the Board's order approving Applicant's Class C Tavern ABC license.

*[SIGNATURE BLOCKS ON FOLLOWING PAGE]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

**ANC:**

Advisory Neighborhood Commission 1B

DocuSigned by:

*Sean Holihan*

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Sean Holihan, Commissioner, ANC 1B-02

Date Signed: 3/24/2023

DocuSigned by:

*Sabel Harris*

0BC1A645A19F4C0...

Sabel Harris, Chair, ANC 1B

Date Signed: 4/6/2023

**GROUP OF 15:**

DocuSigned by:

*Frank Chauvin*

024F0509F709017...

Frank Chauvin, Representative

Date Signed: 3/24/2023

**APPLICANT:**

9th Street Lounge, LLC (t/a Mirror Lounge)

DocuSigned by:

*Bruno Casu*

E98B8F022069017...

Bruno Casu, Managing Partner

Date Signed: 3/24/2023