

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

In the Matter of:

Treehouse 2473, LLC
t/a Air Restaurant

Applicant for a New
Retailer's Class CR License

at premises
2473 18th Street, NW
Washington, D.C. 20009

Case No.: 21-PRO-00004
License No.: ABRA-117404
Order No.: 2021-279

Treehouse 2473, LLC, t/a Air Restaurant (Applicant)

Amir Irani, Commissioner, Advisory Neighborhood Commission (ANC) 1C

Denis James, President, Kalorama Citizens Association (KCA)

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member
Bobby Cato, Member
Rema Wahabzadah, Member

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

The Application filed by Treehouse 2473, LLC, t/a Air Restaurant (Applicant), for a new Retailer's Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on February 8, 2021 and a Protest Status Hearing on February 25, 2021, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 1C, and KCA have entered into a Settlement Agreement (Agreement), dated April 28, 2021, 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; Commissioner Amir Irani, on behalf of ANC 1C; and Denis James, on behalf of KCA; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 1C and KCA.

Accordingly, it is this 12th day of May, 2021, **ORDERED** that:

1. The Application filed by Treehouse 2473, LLC, t/a Air Restaurant, for a new Retailer's Class CR License, located at 2473 18th Street, NW, Washington, D.C., is **GRANTED**;
2. The Protests of ANC 1C and KCA in this matter are hereby **WITHDRAWN**;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; and
4. Copies of this Order shall be sent to the Applicant, ANC 1C, and KCA.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeallessDocs.com
Donovan Anderson
Key: 61826826992f5944e72009314cc88

Donovan Anderson, Chairperson

eSigned via SeallessDocs.com
James Short
Key: 5474e372f2b2b5056c8d183733d2943ac

James Short, Member

eSigned via SeallessDocs.com
Bobby Cato
Key: 255d3fcaadfbef146d774b75bd7017d20d

Bobby Cato, Member

Rema Wahabzadah, Member

eSigned via SeallessDocs.com
Rafi Aluja Crockett, Member
Key: b560a91645a1f6a4016155a5c12f91cc

Rafi Crockett, Member

eSigned via SeallessDocs.com
Jeni Hansen, Member
Key: 82172301b50044f4d1b56f0c2a41805

Jeni Hansen, Member

eSigned via SeallessDocs.com
Edward Grandis, Member
Key: 50276da7f5f60040ec14adeb52541ce5

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 Regulation Administration, 2000 14th 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 CONCERNING ISSUANCE OF A LICENSE FOR THE SALE OF ALCOHOLIC BEVERAGES

AGREEMENT, made this 28th day of April, 2021, by and among Treehouse 2473 LLC t/a Air Restaurant (hereinafter "Applicant"), Advisory Neighborhood Commission 1C (hereinafter "ANC 1C"), and the Kalorama Citizens Association (hereinafter "KCA") (collectively, the "Parties"), witnesseth:

Whereas, Applicant has applied for a class CR retail restaurant license (No. ABRA-117404) to be located at 2473 18th Street, NW, Washington, DC on the 2nd and 3rd floors with a summer garden on the 2nd floor rear roof deck, and an Entertainment Endorsement.

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

Whereas, the parties desire to enter into an Agreement whereby Applicant will agree 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 will agree to the approval of such 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. Nature of Establishment

At all times, the Applicant shall operate with the primary purpose of food preparation and consumption. Applicant shall maintain a menu featuring, but not limited to, a selection of hot, cooked food items. Menus with food selections will be offered to patrons including a to-go menu and a brunch menu. The full-service kitchen shall be staffed and maintained, open and operational, with food menu items available until at least one hour before closing. Applicant shall keep on hand sufficient food supplies to fulfill menu items, with staff to serve them, at all times when the establishment is open for business. Applicant will alert customers of "last call " 30 minutes before the end of service .

2. The hours of operation shall not exceed:

Inside:

Monday through Wednesday: 8:00 am - 1:00 am

Sunday and Thursday: 8:00 am - 2:00 am

Friday and Saturday: 8:00 am - 3:00 am

Summer Garden:

Licensee operates a rear deck off the second floor level which is a private space Summer Garden. Hours of operation are:

Sunday through Thursday: 8:00 am - 12:00 am

Friday and Saturday: 8:00 am - 1:00 am

3. Occupancy

The total occupancy load inside the establishment shall be 300. The indoor seating capacity is 250. The outdoor summer garden seating capacity shall be 25.

4. Entertainment

a.) Entertainment at the establishment consists of a "Jazz Brunch", to be offered on Saturdays and Sundays from opening until 5 pm. Otherwise, entertainment shall take place only inside the establishment on Sunday through Thursday between the hours of 5:00 pm and 1:45 am and on Fridays and Saturdays between the hours of 5:00 pm and 2:45 am. Applicant may provide music during these times either by live musicians or DJs.

Applicant may also provide the entertainment listed above during the times listed above, on any of the days listed in the ABRA Holiday Extension of hours program.

b.) Applicant may also provide live entertainment in the form of either live musical groups or DJs for either "Special Events"* or as an accompaniment to dining, up to 6 times per month in the hours after 6 pm. Applicant may charge a cover charge for entertainment up to 4 times per month. Applicant agrees to maintain a logbook listing the days, times, events, and the person or organization booking the Special Event for which live entertainment (either a live musical group or a DJ) and/or a cover was charged and agrees to provide the logbook to any MPD officer or ABRA investigator who requests to see it.

* Special Events are defined for the purposes of this Settlement Agreement as birthday parties, wedding receptions or anniversaries, office parties, retirement parties, or other similar events and political fundraisers.

c.) Applicant agrees to maintain internal control of all entertainment at the restaurant, handling all bookings of live entertainment, DJs and Special Events and shall not allow tickets to be sold online through 3rd party sales agents, promoters or other groups not directly associated with or under direct control of the restaurant.

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:

(a) 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 D.C. Official Code, section 25-725. 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 20 DCMR, Chapters 27 and 28, as amended.

(b) Applicant agrees not to place outside in the public space or Summer Garden, 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 or Summer Garden. The door leading to

the Summer Garden shall be kept closed.

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

6. Trash/Garbage/Rodents

(a) Applicant shall maintain regular trash/garbage removal service with pickup every day of the week that the establishment is operating, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster areas remain clean. 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 and help eliminate the rat population. Applicant shall paint the name of the establishment on their dumpsters, trash containers and recycling containers, as the building where it is located also houses two other food businesses. No trash, garbage, waste or recycling shall ever be placed in another businesses' containers.

(b) 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.

(c) 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.

(d) 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

(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 and ice from the sidewalk and comply with all applicable D.C. laws and regulations in these respects.

(b) Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas quietly at closing.

(c) 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.

(d) Applicant will reasonably cooperate with other businesses operating at the premises to avoid any conflicts that occur, such as the formation of lines outside establishments, loading or unloading, trash and recycling, and entertainment.

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 down 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 District 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 its establishment and shall familiarize all employees with its conditions.

FOR Treehouse 2473 LLC



By: _____
Henock Andargie Date
Managing Member 5-3-2021

FOR Advisory Neighborhood Commission
1C



By: Amir Irani 05 / 05 / 2021
Signature: Date


FOR Kalorama Citizens Association




By: Denis James 5/3/2021
Signature: Date


TITLE Air Restaurant Settlement Agreement
FILE NAME Air SA for mediation_4-27-21.pdf
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AUDIT TRAIL DATE FORMAT MM / DD / YYYY
STATUS ● Completed


Document History

 **05 / 03 / 2021** Sent for signature to Denis James (denisjames@verizon.net) and Amir Irani (1c01@anc.dc.gov) from 1c01@anc.dc.gov
 18:14:33 UTC IP: 108.48.167.98

 **05 / 04 / 2021** Viewed by Denis James (denisjames@verizon.net)
 02:07:33 UTC IP: 96.231.0.78

 **05 / 04 / 2021** Signed by Denis James (denisjames@verizon.net)
 02:08:34 UTC IP: 96.231.0.78

 **05 / 06 / 2021** Viewed by Amir Irani (1c01@anc.dc.gov)
 02:21:29 UTC IP: 108.48.167.98

 **05 / 06 / 2021** Signed by Amir Irani (1c01@anc.dc.gov)
 02:21:48 UTC IP: 108.48.167.98

 **05 / 06 / 2021** The document has been completed.
 02:21:48 UTC