

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

In the Matter of:)	
)	
Beirut Nights, LLC)	
t/a Beirut Nights)	
Applicant for a New)	Case No.: 22-PRO-00019
Retailer's Class CR License)	License No.: ABRA-120090
)	Order No.: 2022-239
at premises)	
1025 31st Street, NW, Unit 1027)	
Washington, D.C. 20007)	

Beirut Nights, LLC, t/a Beirut Nights, Applicant

Lisa Palmer, Commissioner, Advisory Neighborhood Commission (ANC) 2E, Protestant

Tara Sakraida Parker, President, Citizens Association of Georgetown (CAG), Protestant

John L. Hopkins, Designated Representative, on behalf of a Group of Five or More Individuals, Protestant

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

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

The Application filed by Beirut Nights, LLC, t/a Beirut Nights (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 March 28, 2022, and Protest Status Hearing on May 5, 2022, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 2E, CAG, and a Group of Five or More Individuals have entered into a Settlement Agreement (Agreement), dated May 10, 2022, 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; Commissioner Lisa Palmer, on behalf of ANC 2E; Tara Sakraida Parker, on behalf of CAG; and John L. Hopkins, 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 2E, CAG, and the Group of Five or More Individuals.

Accordingly, it is this 18th day of May 2022, **ORDERED** that:

1. The Application filed by Beirut Nights, LLC, t/a Beirut Nights, for a new Retailer's Class CR License, located at 1025 31st Street, NW, Unit 1027, Washington, D.C., is **GRANTED**;
2. The Protests of ANC 2E, CAG, and the Group of Five or More Individuals in this matter are hereby **WITHDRAWN**;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 Parties.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: a24086f259d566e4827000031d2d09

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 547aa07382055e0c8d1d032447043ec

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 256d3f0adfb146d7f4b75bd7817d20d

Bobby Cato, Member

eSigned via SeamlessDocs.com
Rafi Aliya Crockett, Member
Key: b560e91845e1f3e401d135e5c1201cc

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 821720018500447491b506c3a4180c

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5027bda7f8f0040ec14ad6b52541ce5

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 BETWEEN
BEIRUT NIGHTS, ADVISORY NEIGHBORHOOD COMMISSION 2E, CITIZENS
ASSOCIATION OF GEORGETOWN, WADSWORTH HOUSE CONDOMINIUM
RESIDENTS

THIS SETTLEMENT AGREEMENT (“Agreement”) is made on this 10th day of MAY 2022, by and between BEIRUT NIGHTS (“Applicant”), Citizens Association of Georgetown (“CAG”), WADSWORTH HOUSE CONDOMINIUM RESIDENTS (“The Neighbors”) and Advisory Neighborhood Commission 2E (“ANC2E”), also referred to collectively as the “Parties.”

RECITALS

Whereas, the Applicant has applied to the Alcoholic Beverage Regulation Administration for the issuance of a new Class “C” License (the “License”) for the Premises located at 1025-1027 31st Street, N.W. (the “Premises”),

Whereas, the Parties wish to enter into a Settlement Agreement pursuant to D.C. Official Code § 25-446 to address concerns related to peace, order and quiet.

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. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
 2. Hours of Operation. Applicant agrees that its hours shall be limited to:
 - a. Hours of Operation:
 - i. Inside Dining room:
 1. Sunday through Thursday: 9am-11pm;
 2. Friday and Saturday: 9am-12:30am
 - ii. Summer garden:
 1. Sunday through Thursday: 9am-10pm;
 2. Friday and Saturday: 9am – 11pm.
 - b. Exceptions to the standard hours shall be granted for:
 - i. Days designated by the ABC Board as “Extended Hours for ABC Establishments” or “Daylight Savings Time Extension of Hours” - Applicant may operate for one additional hour (that is, one hour later);
 - ii. In the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours for specific occasions, such as Inauguration or World Cup, Applicant may avail itself of such extended hours;
 - iii. And, on December 24 and January 1 of each year Applicant may operate until 2am.
1. Service Standards.
 - a. No pitchers of beer or other multi-serve containers containing beer will be sold to patrons at any time.
 - b. No hookah will be served unless Applicant has all required permits from Department of Health permitting such sales. Furthermore, Applicant must display such permit in a viewable location next to certificate of occupancy.

2. Summer Garden.

- a. All lights in the Summer Garden and on the building itself must at all times be pointing downwards onto the Summer Garden. At no time shall any light on the backside of the premises shine into residents' or business' properties.
- b. The outdoor area where the summer garden will operate, behind the building, shall be kept clear of trash and litter at all times.
- c. In order to operate on the Summer Garden, Applicant must have received permit approval from the Old Georgetown Board for the creation of and alterations made to this space. Furthermore, Applicant must have a valid and active Certificate of Occupancy with full documentation for both addresses, from DCRA and display such active permit in a location that is easily viewable by the public. Applicant shall not operate in any Summer Garden if such Summer Garden is visible from public space, including public alleys, and has no history of concept and permit approval from the Old Georgetown Board.
- d. No renovations to the Summer Garden shall commence without all necessary permits being granted, including permit approval from the Old Georgetown Board.
- e. Access to any Summer Garden shall be via the doors located on 31st Street NW and never via doors leading to the public alley behind the backyards. Entering and exiting the Establishment shall, at all times, be via the doors located on 31st Street and not via any doors from the Summer Garden or backyard leading to the alley, except in the case of an emergency or otherwise required by law.

3. Noise.

- a. No music played inside the Premises or other noise, either amplified or not amplified, coming from inside the Premises shall be audible either on the street in front of the Premises or in surrounding residences, including within residences or businesses located on 31st Street, NW, at anytime;
- b. Doors of the premises will be kept closed except when persons are in the act of using the door for ingress to or egress from the premises.
- c. Applicant will not install any speakers on the exterior of the Premises, including in Summer Garden, and agrees that no speakers will be installed in or in any way directed to the exterior of the Premises
- d. No music, amplified or otherwise, will be audible in the Summer Garden at any time
- e. In an attempt to minimize noise on the narrow street where the Applicant is located, no deliveries of any kind will be made before 7am or after 10pm on any day.

4. Patrons and Employees.

- a. Applicant shall take reasonable and immediate action to prevent its patrons and employees from causing unreasonable noise, disturbances or loitering in the area immediately outside of the Premises, including on both 31st Street NW and in the alley behind 31st Street NW.
- b. Applicant shall use best efforts to discourage loitering in the vicinity of the Premises – including in the alley behind the Premises;
- c. Applicant shall prohibit employees from smoking in the alley adjacent to the Premises, on 31st Street NW within 100 feet of the property, and on private property within 100 feet of the property; Applicant shall also discourage patrons from doing the same.

5. Entertainment Endorsement

- a. No promoters will conduct business on the Premises;
- b. Cover charges will never be collected to enter the Premises or partake in the Applicant's offerings, with the exception of previously announced ticketed special events;
- c. Alcohol sales shall end 30 minutes prior to closing ("last call"). However, patrons may remain on the Premises until the end of the Hours of Operation;
- d. Applicant's employees will be familiar with the provisions included herein.

6. Trash, Maintenance and Public Space.

- a. Applicant shall ensure that the outdoor area in front of the establishment on 31st Street, including any grass or trees planted in front of the building on both public and private space, shall be kept clear of trash, weeds and litter and that the front steps are maintained according to the historic standards of the historic district, as specified by the Old Georgetown Board;
- b. No decorations, materials or other items, including grills and/or hookahs, will be placed on front steps of the establishment;
- c. In accordance with Old Georgetown Board standards, electric meters must not be attached to the front of the Establishment's building. Should meters be installed at the front of the Establishment's building at the time of signature, Applicant shall come into compliance with this provision within 30 days of full execution of this Agreement or will be considered in breach of this Agreement;
- d. In an attempt to support the community's work to minimize mosquitos in the neighborhood, the Applicant will dry any pools of standing water in the Summer Garden;
- e. Construction will only occur on the Premises – whether interior or exterior – once permits have been granted by the relevant city agencies. At no time will Applicant engage in construction on the Premises unless the appropriate permits have been granted;
- f. Applicant will not install any signage or lights which are viewable in public space without the consent of the relevant permitting agencies, including the Old Georgetown Board, Historic Preservation Office and/or DCRA. This includes but is not limited to any signage or neon lights which may be placed in/on windows and are facing 31st Street. Should unpermitted signage already be installed, Applicant shall come into compliance with all signage regulations within 30 days of full execution of this Agreement or will be considered in breach of this Agreement;
- g. Applicant will not dump or drop bottles into containers located outside after 9:00 PM;
- h. All trash, recycling and dirty linens will be stored in closed, rodent-proof containers ("Trash Containers", "Recycling Containers" and "Linen Containers", jointly "Containers");
- i. Trash and recycling will always be stored in the back. At no time will the trash be stored on public property;
- j. At all times, and pursuant to DCMR Title 21 Chapter 707.11, trash, recycling and linen container lids shall be kept securely fastened other than when the container is being filled or emptied. Except when the Containers are being filled or emptied, there shall be no space between the top of such Containers and the Containers

themselves whereby rats or other vermin could access the inside of such container. Applicant shall inspect such Containers on a regular basis. Should there be more trash or linens than the Containers can hold with their tops securely fastened or should the Containers have holes in them making the interior of the Containers accessible to rats and/or other vermin, Applicant shall secure and employ at the earliest possible time additional rat-proof containers to ensure that the Designated Trash Area remains clean and sanitary. At no time will trash or recycling be placed on top of closed Trash Containers;

- k. Applicant shall ensure that the Designated Trash Area is at all times clean and reasonably odor free, with no trash, bags of trash or runoff from the trash containers on the ground at any time;
 - l. Applicant shall monitor the Designated Trash Area daily to ensure cleanliness and will clean this area within three (3) hours of noticing that the Designated Trash Area has trash, grease or rodents on the ground, or is otherwise deemed to be unclean;
 - m. Pursuant to DCMR Title 21 Chapter 707.11, the area where the Containers are stored shall be kept free of spilled waste at all times. In order that the ground in and around the trash enclosures remains clean from both solids and any liquid runoff from the trash, Applicant will hose down the Designated Trash Area daily with either water or, when needed, a combination of water and bleach as recommended by the District's Department of Health (weather permitting);
 - n. Applicant shall keep the public and private space adjacent to the Premises free of litter, chewing gum, trash, and other debris in compliance with D.C. Code and Municipal Regulations. The public space adjacent to and in front of the premises, up to and including the curb, is to be kept tidy at all times and litter is to be removed by the Applicant's staff at least once per day;
 - o. Applicant shall maintain a rodent and pest control contract with a company licensed to provide such services in the District of Columbia. Said contract will provide for prevention, inspection and remediation of rodent and pest infestations of the Establishment weekly, or more often if inspection observations suggest; and
 - p. Applicant will not use public space for any purpose, including seating guests.
7. Participation in the Community. Applicant will provide an email address to a representative of Board of Directors at the Wadsworth House, located at 1045 31st Street, NW and the Establishment operating at 1035 31st Street, NW (collectively, "The Neighbors") through which any comments or concerns about the nature of the operation of the Establishment can be addressed and resolved as appropriate. Applicant will also provide The Neighbors with a phone number of a manager who can address any concerns related to the fulfillment of the obligations set forth in this Agreement at any time that the Applicant is operating.
8. Binding Effect. This Agreement shall be binding upon and enforceable against the Licensee and successors of the Applicant.

In consideration of the agreements set forth above, ANC2E and CAG shall, upon approval of this agreement by the Alcoholic Beverage Regulation Administration, agree to forfeit its Protests of the application for a new License at the Premises.

IN WITNESS WHEREOF, The Parties have executed this Agreement as of the date first above written.

WADSWORTH HOUSE CONDOMINIUM RESIDENTS

By: John L. Hopkins

Signatory: John L. Hopkins, Condominium Resident Representative

ADVISORY NEIGHBORHOOD COMMISSION 2E

By: Lisa Palmer

Signatory: Lisa Palmer, Commissioner ANC2E05

CITIZENS ASSOCIATION OF GEORGETOWN

By: Tara Sakraida

Signatory: Tara Sakraida Parker

BEIRUT NIGHTS

By: _____

Signatory:

provide The Neighbors with a phone number of a manager who can address any concerns related to the fulfillment of the obligations set forth in this Agreement at any time that the Applicant is operating.

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WADSWORTH HOUSE CONDOMINIUM RESIDENTS ✓

By: _____

Signatory: John L. Hopkins, Condominium Resident Representative

ADVISORY NEIGHBORHOOD COMMISSION 2E

By:

Signatory: Lisa Palmer, Commissioner ANC2E05

CITIZENS ASSOCIATION OF GEORGETOWN

By:

Signatory: Tara Sakraida Parker

BEIRUT NIGHTS

By:

Signatory: Joseph jarrouje

5/11/2022

A handwritten signature in black ink, appearing to read 'Joseph Jarrouje', is written over a horizontal line. The signature is stylized with a large, sweeping flourish.