

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE AND CANNABIS BOARD**

In the Matter of:)
)
Grand Central Sportsbook, LLC)
t/a Grand Central Sportsbook)
)
Applicant for a New)
Retailer’s Class DT License)
)
at premises)
625 H Street, NE)
Washington, D.C. 20002)
_____)

Case No.: 23-PRO-00106
License No.: ABRA-126651
Order No.: 2024-026

Grand Central Sportsbook, LLC, t/a Grand Central Sportsbook, Applicant

Joel P. Kelty, Commissioner, Advisory Neighborhood Commission (ANC) 6C, Protestant

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Silas Grant, Jr., Member

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF ANC 6C’S PROTEST**

The Application filed by Grand Central Sportsbook, LLC, t/a Grand Central Sportsbook (Applicant), for a New Retailer’s Class DT License, was protested by ANC 6C.

The official records of the Board reflect that the Applicant and ANC 6C entered into a Settlement Agreement (Agreement), dated January 5, 2024, 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 and Commissioner Joel P. Kelty, on behalf of ANC 6C, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 6C of this Application.

Accordingly, it is this 24th day of January 2024, **ORDERED** that:

1. The Application filed by Grand Central Sportsbook, LLC, t/a Grand Central Sportsbook, for a new Retailer's Class DT License, located at 625 H Street, NE, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 6C in this matter is hereby **WITHDRAWN**;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:

Section 1 (Nature of Business) – The first sentence shall be modified to read as follows: “Applicant will operate at all times in accordance with all licenses, permits, and endorsements issued by the Board.”

The parties have agreed to this modification.

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

District of Columbia
Alcoholic Beverage and Cannabis Board

eSigned via SeamlessDocx.com
Donovan Anderson
Key: ac432b99b59d5f0e4d730693d1dccc8

Donovan Anderson, Chairperson

eSigned via SeamlessDocx.com
James Short
Key: 547ae373822de6ac8e1b332d22948e

James Short, Member



Silas Grant, Jr., 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 11 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

This Agreement is made and entered into this 5th day of January, 2024 by and between Grand Central Sportsbook, LLC doing business as Grand Central Sportsbook (“Applicant”) and Advisory Neighborhood Commission 6C (“Protestant”).

WHEREAS Applicant has filed an application with the District of Columbia Alcoholic Beverage and Cannabis Board (“ABC Board”) for a new Retailer’s Class D Tavern license (“License”) for premises 625 H ST NE, Washington, DC (“Establishment”), and

WHEREAS, in recognition of the ABC Board’s policy of encouraging parties to a protested proceeding to settle their differences by negotiating agreements, the parties hereto being desirous of entering into an agreement whereby, subject to approval of the ABC Board, Applicant will agree to adopt certain measures to address the Protestant’s concerns and Protestant will agree to the issuance of the License and withdraw its Protest,

NOW, THEREFORE, in consideration of the mutual covenants and undertakings memorialized herein, the parties agree as follows:

1. **Nature of Business:** Applicant will operate at all times as a *bona fide* Class D licensee under District law. Food service will be available until closing. Applicant will not make its premises available to non-employee promoters for presentation of advertised parties or events intended to generate profit for such promoters. Applicant will not participate in any pub-crawl promotions. Applicant shall not provide live entertainment (including, but not limited to, live music, DJs, and dancing) or charge a cover/entry fee without first obtaining the requisite endorsement. Applicant shall place no more than three Games of Skill devices on the premises, not more than four betting kiosks and not more than one ticket writer booth.
2. **Hours of Inside Operation and Service:** The hours of operation shall be Sunday through Saturday, 9:00am - 11:00pm. The hours of alcoholic beverage sales, service, and consumption shall be Sunday through Saturday, 9:00am - 11:00pm.
3. **Sidewalk Café Operation and Service:** Applicant shall not operate a sidewalk cafe without first obtaining a sidewalk cafe endorsement.
4. **Summer Garden Operation and Service:** Applicant shall not operate a summer garden without first obtaining a summer garden endorsement.
5. **Last Call:** For purposes of reducing late night noise in the neighborhood and to encourage an orderly and sober departure from the establishment, Applicant will make a Last Call announcement 30 minutes before the end of the permitted hours of service and consumption to inform patrons of their last opportunity to buy alcoholic beverages.

6. **Deliveries:** To maintain the peace, order, and quiet of the surrounding neighborhood, Applicant shall receive all deliveries (whether of food, beverages, or other materials and supplies) between 9:00am and 5:00pm Monday-Friday. Vehicles making deliveries shall not idle their engines (except as necessary to operate refrigeration equipment).

At no time shall any vehicle making any delivery to (or pick-up from) the Establishment park or stand on H Street nor shall any such vehicle park or stand in or upon, or otherwise obstruct, any crosswalk, sidewalk, bicycle lane, or alley. All deliveries shall be made using the building's loading dock.


7. **Noise Suppression:** The Applicant's operation shall at all times comply with the D.C. Noise Control Act and D.C. Official Code § 25-725. Applicant acknowledges that the premises are located in H Street Overlay Housing Subdistrict and that noise is a critical issue for the neighborhood.
- a. Applicant shall encourage employees and patrons to be considerate of residents in the neighborhood by keeping voices and other noises at a level that will not disturb the peace, order, quiet, and tranquility of residents in the enjoyment of their homes.
 - b. Applicant will not dispose of glass bottles in outdoor trash or recycling receptacles after 10:00 p.m.
 - c. Applicant shall keep the exterior door(s) closed at all times except when there is an emergency or when patrons and staff are entering or exiting the interior premises.
 - d. Applicant shall not install or operate loudspeakers (including but not limited to any television loudspeaker) that projects sound audible outside the premises.
8. **Removal of Grease and Oils:** Applicant will provide for the proper removal and recycling of grease and oils produced or used by its operations and will not deposit these substances in dumpsters, trash cans, street gutters, or catch basins.
9. **Waste Pick-Up and Removal:** Applicant will maintain regular trash, recycling, and grease removal service only during the hours 9:00 am-5:00 pm Monday through Friday. All waste shall be collected from the building loading dock on the east side of the building and no waste shall be deposited or collected from the alleys to the west or south of the building.
10. **Sanitation and Pest Control:** The Applicant shall keep trash, recycling, and grease container lids tightly closed and incapable of being entered by rodents, to limit odors and help control the pest (insect) and rodent population. Applicant will contract for regular rodent and pest abatement.

11. **Rear Alley:** The Applicant shall prohibit employees from smoking immediately outside the premises.
12. **Storefront.** The Applicant shall maintain visibility from the street through the the storefront glazing into the premises and shall not render the storefront glazing opaque with graphics, films or window treatments. If security shutters are installed, they shall have openings permitting not less than 75% visibility.
13. **Withdrawal of Protest:** Protestant agrees to the issuance of the license and the withdrawal of its protest upon execution of this Agreement, provided this settlement agreement is incorporated into all ABC Board orders issuing, amending, or renewing the license, which order is thereby conditioned upon compliance with this agreement.
14. **Right to Seek Redress:** The parties agree that any failure of the Applicant to adhere to the foregoing commitments will constitute a breach of this Agreement and grounds for the Protestant to file a complaint with the ABC Board pursuant to D.C. Official Code § 25446(e) to enforce the provisions of the Agreement.

Signature block

IN WITNESS WHEREOF, the parties place their signatures to this agreement, this 5th day of January 2024.

Grand Central Sportsbook, LLC t/a Grand
Central Sportsbook



By: Brian Vasile

Advisory Neighborhood Commission 6C



By: Joel P. Kelty
Commissioner ANC 6C05
(as designated ANC 6C representative)

Title	Grand Central Sportsbook SA for signature
File name	Grand Central Spo...for signature.pdf
Document ID	42d254593afea5f5af8cb90c8cc99b50e9b70b58
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



SENT

01 / 05 / 2024

18:53:25 UTC

Sent for signature to Brian Vasile (bjv@grandcentraldc.com) and Joel Kelty (6c05@anc.dc.gov) from joel.kelty@century-associates.com
IP: 162.125.31.84



VIEWED

01 / 05 / 2024

19:01:57 UTC

Viewed by Brian Vasile (bjv@grandcentraldc.com)
IP: 100.16.89.93



SIGNED

01 / 05 / 2024

19:02:26 UTC

Signed by Brian Vasile (bjv@grandcentraldc.com)
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VIEWED

01 / 05 / 2024

22:39:30 UTC

Viewed by Joel Kelty (6c05@anc.dc.gov)
IP: 108.31.75.111



SIGNED

01 / 05 / 2024

22:40:31 UTC

Signed by Joel Kelty (6c05@anc.dc.gov)
IP: 108.31.75.111



COMPLETED

01 / 05 / 2024

22:40:31 UTC

The document has been completed.