

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

**In the Matter of:** )  
 )  
Light Industries, LLC )  
t/a Licht Cafe )  
 )  
Application for a New )  
Retailer's Class CT License )  
 )  
at premises )  
1520 U Street, NW )  
Washington, D.C. 20009 )  
 )

Case No.: 19-PRO-00091  
License No.: ABRA-113980  
Order No.: 2019-865

Light Industries, LLC, t/a Licht Cafe, Applicant

Daniel Warwich, Chairperson, Advisory Neighborhood Commission (ANC) 2B

Glenn Englemann, on behalf of Dupont Circle Citizens Association (DCCA)

Nicholas Delle Donne, on behalf of Dupont East Civic Action Association (DECAA)

Richard Busch, Kenlee Ray and Patrick Cirillo, on behalf of A Group of Five or More  
Individuals

**BEFORE:** Donovan Anderson, Chairperson  
James Short, Member  
Bobby Cato, Member  
Rema Wahabzadah, Member  
Rafi Crockett, Member

---

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

---

The Application filed by Light Industries, LLC, t/a Licht Cafe (Applicant), for a new  
Retailer's Class CT License, having been protested, came before the Alcoholic Beverage Control

Board (Board) for a Roll Call Hearing on August 12, 2019, and a Protest Status Hearing on September 11, 2019, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 2B, DCCA, DECAA, and the Group of Five or More Individuals have entered into a Settlement Agreement (Agreement), dated October 15, 2019 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; Chairperson Daniel Warwick, on behalf of ANC 2B; Glenn Engelmann, on behalf of DCCA; Nicholas Delle Donne, on behalf of DECAA; and Richard Busch, Kenlee Ray and Patrick Cirillo, 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 2B, DCCA, DECAA, and the Group of Five or More Individuals.

Accordingly, it is this 6th day of November, 2019, **ORDERED** that:

1. The Application filed by Light Industries, LLC, t/a Licht Cafe, for a new Retailer's Class CT License, located at 1520 U Street, NW, Washington, D.C., is **GRANTED**;
2. The Protests of ANC 2B, DCCA, DECAA, and the Group of Five or More Individuals in this matter are hereby **WITHDRAWN**;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, except for the following modifications:

Section 2 (Location of the Business) – The first paragraph, last sentence, shall be modified to read as follows: “Any expansion of the tavern to any floor other than the top floor shall be considered by all Parties to be of great concern to residents and shall require prior approval by the ABC Board.”

Section 2 (Location of the Business) – The second paragraph shall be modified to read as follows: “Any change which increases the footprint of the present 3<sup>rd</sup> floor of 1520 U Street thru construction, including building an addition or adding a deck (enclosed or not) shall be considered by all Parties to be of great concern to the community and shall require prior approval by the ABC Board.”

Section 7 (Summer Garden Endorsement) – The language “Applicant shall not use any exterior space” shall be replaced with the language “Applicant agrees not to use any exterior space.”

Subsection 11(c) (Rodent Control) – The language “upon request of the Protestant, the Applicant” shall be replaced with the language “Upon the periodic

written request of the ANC, the Applicant shall confirm in writing whether or not it has an existing pest control contract in effect at the time the inquiry is made. All other parties to this agreement may make similar confirmation requests of an existing contract from the ABC Board.”

Section 15 (Noise) – The language “will be considered” shall be replaced with the language “may be considered.”

Section 17 (Deliveries) – The last sentence shall be modified to read as follows: “The Applicant shall notify persons making deliveries to the establishment that they shall not use the alleyway. The Applicant shall refuse deliveries from persons who continue to make deliveries in the alleyway after notice has been given.”

Section 20 (License and Ownership) – The terms “assignee, or contractee” shall be removed.

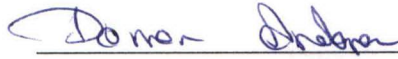
Section 21 (Enforcement) – The language “shall be cause to request a show cause hearing before the ABC Board” shall be replaced with the language “shall be cause to file a complaint with the ABC Board.”

Section 22 (Right to Protest, Notice and Opportunity to Cure) – The language “it shall be deemed a violation of this Agreement and grounds for requesting a Show Cause hearing before the ABC Board” shall be replaced with the language “shall be grounds for filing a complaint with the ABC Board.”

The parties have agreed to these modifications.

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

District of Columbia  
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson



James Short, Member



Bobby Cato, Member

Rema Wahabzadah, Member



Rafi Crockett, 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 14<sup>th</sup> 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).

## **VOLUNTARY SETTLEMENT AGREEMENT**

THIS AGREEMENT, made and entered into this 15th day of October 2019, by and between Light Industries, LLC t/a Licht Cafe ("Applicant") and Advisory Neighborhood Commission 2B ("ANC2B"), the Dupont East Civic Action Association ("DECAA"), the Dupont Circle Citizen's Association ("DCCA") and the Group of 5+ who are listed as parties of record in License No.: ABRA-113980 (hereinafter collectively the "Protestants").

### **RECITALS**

WHEREAS, Applicant has filed a license application (ABRA-11398) with the District of Columbia Alcoholic Beverage Control Board (hereinafter "ABC Board") for issuance of a Retailer's Class "C" Tavern license for the top floor of 1520 U Street NW (hereinafter the "Licht Cafe").

WHEREAS, in recognition of the ABC Board's policy of encouraging parties to address neighborhood concerns by negotiating agreements, the parties hereto being desirous of entering into an agreement whereby (1) Applicant will agree to adopt certain measures to address the Protestants concerns and to include this Agreement as a formal condition of its Application and (2) the Protestants will agree to withdraw their protests opposing the ABC Board's issuance of the ABC license to the Applicant.

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

#### **1. NATURE OF THE BUSINESS**

Applicant requests a new Class "C" Tavern license and will serve light fare such as appetizers, salads, sandwiches, desserts, coffee, and drinks during the hours specified below.

#### **2. LOCATION OF THE BUSINESS**

The Applicant may operate a tavern which shall be confined solely to the premises of the upper most floor ("top floor") of the building located at 1520 U Street NW ("Premises"). Any expansion of the tavern to any floor other than the top floor shall be considered by all Parties to be a substantial change in operation of the establishment and of great concern to residents and shall require prior approval by the ABC Board.

Any change which increases the footprint of the present 3rd floor of 1520 U Street thru construction, including building an addition or adding a deck (enclosed or not) shall be considered by all Parties to be a substantial change in operation of the establishment and of great concern to residents and shall require prior approval by the ABC Board.

**3. OCCUPANCY LOAD**

Total Occupancy Load shall be a maximum of 60 patrons.

**4. HOURS OF OPERATION FOR ALCOHOLIC BEVERAGE SALES, SERVICE, AND CONSUMPTION**

Hours of Operation for Alcoholic Beverage Sales, Service, and Consumption shall be limited to:

Sunday 11am – 11pm  
Monday through Thursday 4pm – 11pm  
Friday 4pm – 1am  
Saturday 11am – 1am

**5. HOURS OF OPERATION FOR FOOD SERVICE**

On each day of operation food service shall continue until 30 minutes prior to closing time.

**6. HOURS OF OPERATION OF LIVE ENTERTAINMENT**

Hours of Operation for Live Entertainment shall be limited to:

Sunday 1:30pm – 11pm  
Monday through Thursday 6pm – 9pm  
Friday 4pm – 11pm  
Saturday 11am – 11pm

The definition of live entertainment shall include music by a live performer, live artist, live band, DJ, soloist, pianist, musical instrument player or any other performer or musician who appears in person on the premises of Licht Cafe. Because the rear of 1520 U Street shares an alleyway with a quiet residential block and because many families live along this alleyway, it is important that no music from the tavern be heard in the back yards of the residences along the alleyway.

**7. SUMMER GARDEN ENDORSEMENT**

As the material inducement for Protestants' entering into this Agreement under the compromise terms contained herein, Applicant has agreed to withdraw its request for a Summer Garden Endorsement at 1520 U Street NW. Applicant recognizes that Protestants have agreed to terms in the Agreement more favorable to the Applicant

than the Protestants otherwise would have done but for Applicant's agreement to withdraw its request for a Summer Garden Endorsement.

As long as this Agreement remains in effect, Applicant shall not use any exterior space at 1520 U Street NW for the sale or consumption of food or beverage, directly or indirectly related to the operation of the establishment.

## 8. TRASH

1520 U Street NW shares a rear alleyway with multiple residences along Caroline Street NW, which is accessed by alleyways used by 15th Street NW and 16th Street NW. Proper maintenance of trash and rodent control are of *major* particular importance to the neighbors of the Applicant. Accordingly,

- a. There will be no trash receptacle of any kind permitted at any time to be maintained or placed in any way by the Applicant on the public space either in the front or in the rear of 1520 U Street NW.
- b. Trash receptacles cannot be washed or cleaned on the public space. Rinse water and other liquids from cleaning trash receptacles cannot be allowed to flow into the alleyway at the rear of 1520 U Street NW.
- c. No kitchen grease shall be placed in any trash receptacles maintained by the Applicant at the rear of 1520 U Street NW.
- d. Applicant shall contract with a commercial trash hauler to dispose of all its trash. Applicant is encouraged, but not required, to work with neighboring establishments to cooperate and coordinate trash collection.
- e. Applicant shall ensure that all trash pickups shall take place only between the hours of 7am and 5pm so as to not unduly affect residents of the neighborhood.
- f. The Applicant must use only *leak proof* commercial grade trash receptacles supplied by its commercial trash hauler for all trash. Applicant shall ensure that the trash receptacles are in good working condition and that lids fit tightly. The lids of the trash receptacles shall always remain completely closed except when trash is being added or removed from the receptacles. The trash receptacles shall at no time be allowed to overflow.
- g. To the extent feasible and always to the maximum extent required by law, Applicant shall separate its trash into recyclables and non-recyclables for purposes of trash maintenance and trash pick-up.

**9. MOVING TRASH TO TRASH RECEPTACLES**

It is critically important to all parties to this agreement that those receptacles which are used to move Applicant's trash from inside 1520 U Street to Applicant's outside trash storage area in the rear of 1520 U Street NW be *leak proof* and be tightly covered during transportation.

**10. TRASH RECEPTACLE MANAGEMENT**

To avoid clogging storm drains and potentially toxic runoff from any trash receptacle, the Applicant agrees to the following trash provisions:

- a. Use only leak proof trash receptacles.
- b. Inspect receptacles regularly for leaks (at least once a week).
- c. Inspect the exterior trash receptacle area daily and clean up any trash on the ground in the area around the trash containers.
- d. Replace leaking trash containers as soon as possible (but always within 14 days after the leak was discovered).
- e. Control all litter by making sure all trash is contained inside the trash receptacles.
- f. Sweep the area around the trash receptacles regularly.
- g. Place liquid waste in appropriate containers for disposal and never in plastic bags without containers. Never pour liquid waste into the alleyway sewer or storm drain openings.
- h. Keep the lids of trash receptacles tightly closed and promptly replace damaged or missing lids.
- j. Do not place any hazardous waste in a trash receptacle not intended for its disposal.
- k. Do not wash out the trash containers into the storm drain in the alleyway.

**11. RODENT CONTROL**

Rodent infestation continues to be a major problem for the community. To avoid the



potential problems rodent infestation can bring, the Applicant agrees to the following provisions:

- a. Applicant shall make reasonable efforts to seek permission from its Landlord to keep the trash receptacles in an enclosed fenced area at the rear of 1520 U Street with chicken wire or other fencing at the bottom of the fence line to discourage rats from digging under the fencing to get to the trash. Should Applicant become the owner of 1520 U Street in the future, Applicant shall fence in the trash receptacle area as described in the previous sentence.
- b. All beer and wine bottles shall be emptied before being put into the trash receptacles.
- c. Applicant shall at all times maintain a service contract with a licensed pest control company which shall require Applicant's premises and the area surrounding Applicant's trash receptacles to be inspected at least once a month for pest and rat problems. Upon the request of the Protestants Applicant shall provide proof of its rat and vermin control contract.
- d. No food waste of any kind may remain inside Applicant's premises before or after closing times.

**12. QUEUING FORBIDDEN**

Because the tavern which the Applicant wishes to open is on the top floor of 1520 U Street NW and because there is only one stairway leading from the sidewalk to the top floor and because that one stairway is also shared by other tenants of the building, no queuing whatsoever shall be allowed on the stairway.

**13. NO REAR ENTRANCE TO THE TAVERN**

All patrons of Licht Cafe must at all times enter and leave the tavern thru the front door of 1520 U Street NW, except in the event of an emergency, which must be communicated to local law authorities, and when applicable, the local fire department.

**14. PARKING**

Applicant shall not offer any parking facilities to patrons. Applicant shall not offer valet parking.

**15. NOISE**

To avoid any disturbances to the surrounding neighbors, all of the Applicant's patrons,

shall use the front entrance of 1520 U Street NW to enter or leave the tavern except in cases of a fire or other similar emergency.

Because of the noise empty bottles can make when being put into a trash receptacle, Applicant will try, to the extent possible, to put as many of the accumulated empty bottles into the trash containers prior to 11pm so as not to disturb the sleep of neighbors who share the alleyway with the Applicant.

No noise or music from inside the tavern shall be audible outside the tavern in the rear alleyway behind 1520 U Street NW. If it is determined by neighbors that noise or music is audible in the back yards or inside the residences on 16th Street, 15th Street or Caroline Street which share the alleyway with Applicant, then Applicant herein agrees to take all reasonable measures, in consultation with the affected neighbors, to abate the problem. Failure to do so will be considered a violation of this Agreement.

No window facing the rear alleyway may be opened for any reason during the hours of operation of the tavern except in cases of fire or similar emergency. Any door with direct access to the tavern from the rear of the building shall not be propped open during operating hours and shall be equipped with spring hinges to ensure it is open only long enough for entrance and exit. Applicant shall not install any outdoor speakers to play music.

*Because noise abatement is so important to the Community,*

- a. Applicant agrees to remove the existing drywall and demo the rear wall of the third floor to the studs. Applicant will then install new insulation material between the studs; after which, Applicant will apply sound deadening material to the wall, followed by new drywall which will be a minimum 1/2" thick.
- b. If the foregoing is not sufficient and noise from the interior of the cafe can still be heard at the rear property line of 1520 U Street, then Applicant will undertake further noise abatement which will include adding additional sound deadening material to the rear wall, followed by an additional layer of drywall on the rear wall.
- c. Applicant agrees to install noise-reduction window inserts over each rear window. At the Applicant's discretion these inserts may be clear not tinted.
- d. Applicant also agrees to install noise reduction drapes for each rear window. Applicant shall use these drapes as necessary to help ensure that no noise or music from inside the tavern shall be audible outside the tavern in the rear alleyway behind 1520 U Street NW.

**16. APARTMENTS AND RESIDENCES ON THE 1500 BLOCK OF U STREET**

Applicant and Protestants recognize the acute need of residents who live throughout the neighborhood to peace, order and quiet. Residents have the right to live in peace and to raise their families in a peaceful, quiet and orderly environment.

The Applicant shall take all reasonable measures to assure there is no public drunkenness, queuing, undue noise, shouting or rowdy activity by its patrons in the alleyway or on U Street in front of 1520 U Street. The Applicant shall take reasonable measures to stop its patrons, employees, contractors and delivery people from impeding pedestrian traffic on the sidewalk in front of 1520 U Street NW.

Applicant recognizes that there are several residents in the buildings on U Street adjacent to 1520 U Street. Applicant shall not play music so loud as to disturb residents inside these apartments on U Street adjacent to Applicant's premises.

**17. DELIVERIES**

All deliveries must be made thru the front entrance of 1520 U Street NW between the hours of 8:00am and 4:00pm (FEDEX, UPS AND USPS excluded). No deliveries for the operation of the business (i.e. supplies, food, and the like) may be made or dropped off in the rear of 1520 U Street NW using the alleyway. Trucks delivering supplies for the operation of the business shall also not use the alleyway to park while making deliveries.

**18. ABC LICENSED MANAGER**

The applicant shall have an ABC licensed manager on duty at all hours of operation, and herein agrees to furnish the Protestants with the contact name(s), phone number and email for all personnel appropriate to contact for any problems perceived by Protestants.

Applicant also agrees maintain an on-site phone number at the establishment and to furnish to the Protestants this phone number so that if Protestants or any other resident of the Community who perceives a problem with the establishment, including a problem with noise, can contact directly the ABC licensed manager on duty.

**19. SIGNAGE**

Applicant shall post signage near the entrance of the establishment reminding patrons that the tavern is located adjacent to a residential area that all patrons should maintain a respectful level of decorum upon leaving the establishment.

This signage shall also inform patrons that there is no parking allowed in the alleyway

behind the tavern and violators are subject to being towed.

20. **LICENSE AND OWNERSHIP**

Applicant agrees to abide by all ABRA regulations regarding the ownership of this license. In the event of the sale or transfer of this license, this Agreement will remain in full force and effect, and the existence of this Agreement will be fully disclosed to any potential transferee, assignee, or contractee.

21. **ENFORCEMENT**

In the event of a violation of any provision of this Agreement, the complainant must provide written notice to the Applicant via email to the address(es) listed in Section 22 below, and the Applicant must be given 30 days to cure the violation. Failure to do so by the Applicant shall be cause to request a show cause hearing before the ABC Board.

Signatories to this agreement agree to make a good faith effort to resolve any concerns, and to resolve any issues with regards to this Agreement. Should one party request a meeting to discuss this Agreement, the other parties shall make reasonable efforts to meet in a timely manner.

A copy of this Agreement shall be kept on the premises of the establishment and made available by the Applicant to law enforcement officers and ABRA inspectors immediately upon request.

22. **RIGHT TO PROTEST, NOTICE AND OPPORTUNITY TO CURE**

In the event Applicant is in breach of this agreement, Applicant shall be notified in writing of such alleged breach and given 30 days from date of complaint to cure said breach. If Applicant fails to cure said breach, or fails to take the necessary measures to undertake the curing of the said breach within 30 days, it shall be deemed a violation of this Agreement and grounds for requesting a Show Cause hearing before the ABC Board.

Any notices required to be made under this Agreement shall be in writing and both mailed first class and emailed to the other parties to this Agreement at the addresses of record with ABRA. Notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action. In addition to regular mail, any notices must also be contemporaneously emailed to each party at the email addresses below:

***To Licensee:***

Licht Cafe  
1520 U Street NW  
Washington, DC 20009  
<mailto:spencer@lichtdc.com>

**To ANC 2B:**

Dupont Circle ANC 2B  
9 Dupont Circle NW  
Washington, DC 20036  
<mailto:2B@anc.dc.gov>

**To DECAA:**

Dupont East Civic Action Association  
1622 Riggs Place NW  
Washington, DC 20036  
<mailto:delledonne.n@comcast.net>

**To DCCA:**

Dupont Circle Citizens Association  
9 Dupont Circle, NW  
Washington, DC 20036  
<mailto:president@dupont-circle.org>

**To Group of 5+:**

Richard Busch  
1520 Caroline St NW  
Washington, DC 20009  
<mailto:rbusch1520@aol.com>

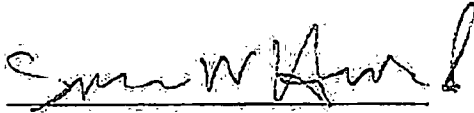
Kenlee Ray  
1930 15th Street NW  
Washington, DC 20009  
<mailto:kenleeray@gmail.com>

Patrick Cirillo  
1512 Caroline St NW  
Washington, DC 20009  
<mailto:patrickcirillo@yahoo.com>

23. **WITHDRAWAL OF PROTEST**

Protestants agree to the issuance of the license and the withdrawal of their protest upon execution of this Agreement provided further that this Agreement is incorporated into the Board's Order issuing, amending or renewing of the Applicant's license, and the Board's conditioning said Order upon compliance with this Agreement.

IN WITNESS WHEREOF, the parties place their signatures to this agreement, this the 15th day of October 2019.



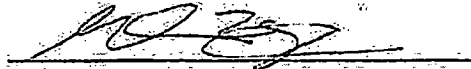
Light Industries, LLC t/a Licht Cafe  
By: Spencer Hurd, Owner



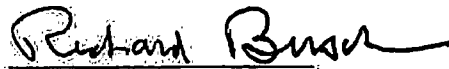
ANC 2B  
By: Daniel Warwick, Chair ANC 2B Commissioner



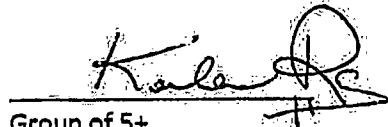
Dupont East Civic Action Association  
By: Nicholas DelleDonne, President



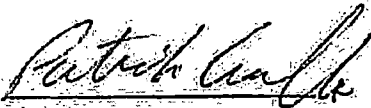
Dupont Circle Citizens Association  
By: Glenn Engelmann, President



Group of 5+  
By: Richard Busch, Designated Representative of the Group 5+



Group of 5+  
By: Kenlee Ray, Designated Representative of the Group 5+



Group of 5+  
By: Patrick Cirillo, Designated Representative of the Group 5+