

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

In the Matter of:)
)
Officina Cafe, LLC)
t/a Officina Cafe)
)
Application for a New)
Retailer’s Class CR License)
)
at premises)
1615 L Street, NW)
Washington, D.C. 20036)
)

Case No.: 19-PRO-00011
License No.: ABRA-112472
Order No.: 2019-463

Officina Cafe, LLC, t/a Officina Cafe (Applicant)

Daniel Warwick, Commissioner, Advisory Neighborhood Commission (ANC) 2B

Glenn M. Engelmann, on behalf of Dupont Circle Citizens Association (DCCA)

Michael Fasano and Brian Kelleher, on behalf of A Group of Five or More Individuals and the Capital Hilton Hotel

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

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

The Application filed by Officina Cafe, LLC, t/a Officina Cafe (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 11, 2019, and a Protest Status Hearing on April 3, 2019, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 2B, DCCA, and a Group of Five or More Individuals and the Capital Hilton Hotel have entered into a Settlement Agreement (Agreement), dated May 1, 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; Commissioners Daniel Warwick, on behalf of ANC 2B; Glenn M. Engelmann, on behalf of DCCA; and Michael Fasano and Brian Kelleher, on behalf of the Group of Five or More Individuals and the Capital Hilton Hotel; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 2B, DCCA, and the Group of Five or More Individuals and the Capital Hilton Hotel.

Accordingly, it is this 5th day of June, 2019, **ORDERED** that:

1. The Application filed by Officina Cafe, LLC, t/a Officina Cafe, for a new Retailer's Class CR License, located at 1615 L Street, NW, Washington, D.C., is **GRANTED**;
2. The Protests of ANC 2B, DCCA, and the Group of Five or More Individuals and the Capital Hilton Hotel in this matter are hereby **WITHDRAWN**;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:

Subsection 4(b) (Rooftop) – On page three (3), the language “Except for special events as described in section 5, the hours of consumption and operations shall not exceed the following:

Sunday through Thursday: 7 a.m. – 12 a.m.

Friday and Saturday: 7 a.m. – 1:00 a.m.”

shall be replaced with “Except for special events as described in section 5, the hours of consumption and operations shall not exceed the following, except as may otherwise be limited by statute or regulation:

Sunday through Thursday: 7 a.m. – 12 a.m.

Friday and Saturday: 7 a.m. – 1:00 a.m.

For purposes of this section, a “special event” is defined as any event scheduled on the rooftop for a specific purpose/occasion occurring outside the course of daily operations, including but not limited to, office/business dinners, special occasion dinners, fundraisers, birthday parties, office celebrations, and other similar events/dinners. Such special events are limited to weekend events (Friday and Saturday). Applicant may have up to thirteen (13) special events a year.”

Section 5 (Hours of Operation) – The last paragraph shall be modified to read as follows: “Provided, that on days designated by the ABC Board as “Holiday Extension of Hours” Applicant may avail itself of an extra hour (until 2:00

a.m.) for operations, sales/service/consumption, and entertainment; in the event the Council of the District of Columbia or the ABC Board grants licensees in general extended hours for limited duration special events (such as Inauguration), Applicant may avail itself of an extra hour (until 2:00 a.m.) for operations, sales/service/consumption, and entertainment.”

The parties have agreed to these modifications.

4. Copies of this Order shall be sent to the Applicant, ANC 2B, DCCA, and Michael Fasano and Brian Kelleher, on behalf of the Group of Five or More Individuals and the Capital Hilton Hotel.

District of Columbia
Alcoholic Beverage Control Board

Donovan Anderson, Chairperson



Mike Silverstein, Member



James Short, Member



Bobby Cato, Member

Rema Wahabzadah, 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 SETTLEMENT AGREEMENT ("Agreement") is made on this 1st day of May, 2019, by and between Officina Cafe, LLC, t/a Officina Café, ABRA License 1124721 ("Applicant"), and the Advisory Neighborhood Commission 2B, Dupont Circle Citizens Association, and the group of 13 residents and property owners located at the Presidential Cooperative, by and through the Board of the Presidential Cooperative,¹ as joined by CHH Capital Hotel Partners, LP, as the property owner of 1001 16th Street, NW, Washington, DC, by and through its authorized agent, the General Manager of the Capital Hilton, Brian Kelleher (collectively "Protestants") (hereinafter jointly referred to as the "Parties").

WITNESSETH

WHEREAS, Applicant has applied for a Retailer's Class "C" Restaurant License #110949 for a business establishment ("Establishment") located at 1615 L Street, NW, Washington, DC ("Premises");

WHEREAS, the group of 13 residents and property owners who reside at the Presidential Cooperative, which is located at 1026 16th Street, NW, Washington, DC, are within 100 feet of the Establishment;

WHEREAS, several residents and property owners at the Adele, which is located at 1108 16th Street, NW, Washington, DC, are within 50 feet of the Establishment;

WHEREAS, the property of 1001 16th Street NW, Washington, DC, currently leased from property owner CHH Capital Hotel Partners, LP, by the Capital Hilton, is located within close proximity to the Establishment and houses overnight guests;

WHEREAS, the Parties have agreed to enter into this Agreement, and request the Alcoholic Beverage Control Board ("ABC Board") approve the Applicant's license application conditioned upon the Applicant's compliance with the terms of this written Agreement; and

WHEREAS, the Parties are desirous of entering into a Settlement Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect on (i) peace, order, and quiet of the neighborhood; residential parking; and vehicular and pedestrian safety; as well as (ii) to eliminate the need for a Protest Hearing regarding the license application.

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. Nature of the Business.** The Applicant will manage and operate the Establishment as a

¹ Standing in as agent for the group of 13 residents and property owners from the Presidential Cooperative, who were granted standing as a group of five or more protestants during the Roll Call Hearing on March 11, 2019.

Retailer's Class "C" Restaurant.

3. Interior Hours of Operation: Hours of Sales/Service/Consumption of Alcoholic Beverages; and Entertainment. The parties agree that the interior of the Establishment includes anything enclosed within the walls of the building located on the Premises, including the bar and any ground floor indoor spaces.

Hours of operation, sales/service/consumption of alcoholic beverages and entertainment shall not exceed:

Sunday through Thursday:	8:00 a.m. – 2:00 a.m.
Friday and Saturday:	8:00 a.m. – 3:00 a.m.

Provided that: (a) on days designated by the ABC Board as "Holiday Extension of Hours," applicant may avail itself of the extended hours so provided; (b) in the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours (such as for Inauguration) applicant may avail itself of such extended hours; and (c) on January 1 of each year applicant may operate until 4:00a.m.

Applicant agrees to close all windows and doors, except for purposes of ingress and egress, and during emergencies, by 11:00 p.m. Sunday through Thursday and 12:00 a.m. Friday and Saturday.

4. External Hours of Operation: Hours of Sales/Service/Consumption of Alcoholic Beverages; and Entertainment for the Rooftop, Summer Garden and any Ground Floor Outdoor Space. The parties agree that the exterior of the Establishment includes anything outside the enclosed walls of the building located on the Premises, including the Rooftop, summer garden, and any ground floor outdoor spaces.

(a) Ground Floor Outdoor Spaces – Hours of Operation and Sales/Service/Consumption of Alcoholic Beverages. The hours of operation and sales/service/consumption of alcoholic beverages shall not exceed the following:

Sunday through Thursday:	8:00 a.m. – 11:00 p.m.
Friday and Saturday:	8:00 a.m. – 12:00 a.m.

The entertainment shall not exceed the following:

Sunday through Thursday:	8:00 a.m. – 10:00 p.m.
Friday and Saturday:	8:00 a.m. – 11:00 p.m.

Entertainment shall be limited to ambient background music. All music must be kept at a reasonable volume to ensure no noise emanates to the Adele, the Presidential or the Capital Hilton.

(b) Rooftop – Hours of Operation, Sales/Service/Consumption of Alcoholic Beverages and Entertainment.

Except for special events as described in section 5, the hours of sales and service of

alcoholic beverages and Entertainment shall not exceed the following:

Sunday through Thursday:	8:00 a.m. – 11:00 p.m.
Friday and Saturday	8:00 a.m. – 12:00 a.m.

Except for special events as described in section 5, the hours of consumption and operations shall not exceed the following:

Sunday through Thursday:	7:00 a.m. – 12:00 a.m.
Friday and Saturday:	7:00 a.m. – 1:00 a.m.

Applicant shall configure any and all speaker systems to reasonably minimize any sound emanating to the Adele, the Presidential or the Capital Hilton, and to ensure that all speakers point internally toward the Rooftop space.

5. Hours of Operation: Hours of Sales/Service/Consumption of Alcoholic Beverages; and Entertainment during Special Events. A special event is defined as any event on the rooftop that occurs outside the course of daily operations. Such special events are limited to weekend events (Friday and Saturday). Applicant may have up to thirteen (13) special events a year.

The hours of operations, sales/service/consumption of alcoholic beverages and entertainment during a special event shall not exceed the following:

Friday and Saturday:	8:00 a.m. – 1:00 a.m.
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Provided, that on days designated by the ABC Board as "Holiday Extension of Hours," Applicant may avail itself of an extra hour for operations, sales/service/consumption, and entertainment. In the event the Council of the District of Columbia, or the ABC Board grants licensees in general extended hours for limited duration special events (such as Inauguration), Applicant may avail itself of an extra hour for operations, sales/service/consumption, and entertainment.

6. Noise and Privacy. Applicant will strictly comply with D.C. Official Code § 25-725 and take all reasonable measures to ensure that music, noise and vibration from the Establishment are not audible within the adjacent residential properties. Applicant further agrees to use various reasonable means to mitigate noise from the Rooftop, summer garden, and sidewalk café, including use of planters, shrubbery, and/or other muting or muffling objects or structures, as determined by Applicant.

7. Rats and Vermin Control. The Applicant shall provide rat and vermin control for its property. Applicant shall take reasonable steps to have the Establishment and the area around the Premises properly cleaned at the end of each night.

8. License Ownership and Compliance with ABRA Regulations. Applicant promises to Protestants that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license, and all other provisions applicable to liquor licenses..

9. Miscellaneous. Applicant will operate in compliance with all applicable DC laws and regulations. Any reference to specific laws and regulations in this Settlement Agreement is meant for informational purposes only. The parties do not intend for a violation of any DC law or regulation to also be considered a violation of this Settlement Agreement

10. Notice and Opportunity to Cure. In the event that any of the Parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within thirty (30) days of the date of such notice. If Applicant or the licensee fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30-days to cure, fails to commence cure of such breach and diligently pursue such cure) such failure shall constitute cause for filing a complaint with the ABC Board. Unless otherwise noted above, any notice required to be made under this Agreement shall be in writing and served via certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt:

If to Applicant: Officina Cafe, LLC
1615 L Street NW
Washington, DC 20036
Attn: Nicholas Stefanelli
Phone: 202-207-6301
Email: nicholas@masseria-dc.com

If to Protestants: Advisory Neighborhood Commission 2B
9 Dupont Circle, NW
Washington, DC 20036
Attn: Daniel Warwick, Chair
Email: 2B02.ANC@dc.gov

and

Dupont Circle Citizens Association
9 Dupont Circle, NW
Washington, DC 20036
Attn: President
Email: president@dupont-circle.org

and

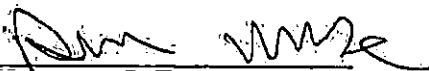
The Fierberg National Law Group, PLLC
1701 Pennsylvania Avenue NW, Suite 200
Washington, DC 20006
Attn: Douglas E. Fierberg, Esq.
Email: DFierberg@tfnlgroup.com

Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action. The Parties agree to provide prompt notice to one another of any change of address for service of notices required under this Agreement.

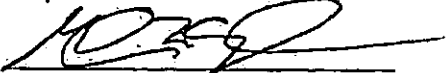
11. Withdrawal of Protest. Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, Protestants shall withdraw the Protest.

PROTESTANTS

Advisory Neighborhood Commission 2B


By: Daniel Warwick, Chair

Dupont Circle Citizens Association


By: GLENN ENGELMANN
FIRST V.P.

Board of The Presidential Cooperative on behalf of the group of 13 individual protestants

Michael Fasano

By: Mike Fasano, Board President

CHH Capital Hotel Partners, LP, as Property Owner of 1001 16th Street NW, Washington, DC,


By: Brian Kelleher, General Manager of the Capital Hilton
as authorized agent for CHH Capital Hotel Partners, LP

APPLICANT:

Officina Cafe, LLC t/a Officina Cafe

By: Nicholas Stefanelli

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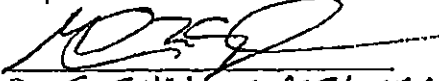
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Advisory Neighborhood Commission 2B

By: _____

Dupont Circle Citizens Association


By: *GLENN ENGELMANN*
FIRST V.P.

Board of The Presidential Cooperative on behalf of the group of 13 individual protestants

Michael Fasano

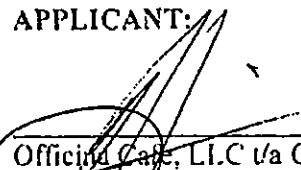
By: Mike Fasano, Board President

CHH Capital Hotel Partners, LP, as Property Owner of 1001 16th Street NW, Washington, DC.



By: Brian Kelleher, General Manager of the Capital Hilton
as authorized agent for CHH Capital Hotel Partners, LP

APPLICANT:


Officina Cafe, LLC u/a Officina Cafe

By: Nicholas Stefanelli