

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

_____)	
In the Matter of:)	
)	
Washington Drama Society, Inc.)	
t/a Arena Stage)	
)	
Holder of a)	
Retailer's Class CX)	License No. 1729
at premises)	Order No. 2010-504
1101 6 th Street, S.W.)	
Washington, D.C. 20024)	
_____)	

Washington Drama Society, Inc., t/a Arena Stage, Applicant

Ron McBee, Chairperson, Advisory Neighborhood Commission (ANC) 6D

BEFORE: Charles Brodsky, Chairperson
Mital M. Gandhi, Member
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Calvin Nophlin, Member
Mike Silverstein, Member

ORDER ON VOLUNTARY AGREEMENT

The Applicant and Ron McBee, Chairperson, on behalf of ANC 6D, entered into a Voluntary Agreement (Agreement), dated September 13, 2010, setting forth the terms and conditions by which the Applicant would operate its establishment. This matter comes now before the Alcoholic Beverage Control Board (Board) to consider the Parties' Agreement in accordance with D.C. Official Code § 25-446 (2001).

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant, Chairperson Ron Lewis, Commissioner Jane Jorgenson, and Coralie Farle, are signatories to the Agreement.

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Accordingly, it is this 6th day of October 2010, **ORDERED** that:

1. The above-referenced Voluntary Agreement submitted by the Parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except that the following sentence in the Whereas clause shall read as follows:

“Any change from this model shall be of great concern to residents and requires prior approval by the ABC Board.”

The Parties have agreed to this modification.

2. Copies of this Order shall be sent to the Applicant, Chairperson Ron Lewis, Commissioner Jane Jorgenson, and Coralie Farle.

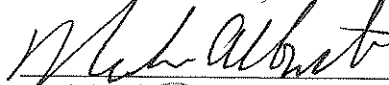
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District of Columbia
Alcoholic Beverage Control Board

Charles Brodsky, Chairperson



Mital M. Gandhi, Member



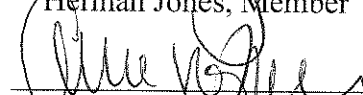
Nick Alberti, Member



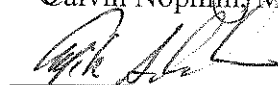
Donald Brooks, Member



Herman Jones, Member



Calvin Nophlin, Member



Mike Silverstein, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), 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, 1250 U Street, N.W., Third Floor, Washington, DC 20009.

ABRA

★ ★ ★ **Advisory Neighborhood
Commission 6D**

1001 4th Street, SW, Suite W130

• Washington, DC 20024

ANC Office: 202 554-1795 ■ FAX: 202 554-1774

office@anc6d.org

DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE
REGULATION ADMINISTRATION

2010 SEP 15 A 10:30

REC'D BY _____

VOLUNTARY/COOPERATIVE AGREEMENT

THIS VOLUNTARY AGREEMENT ("Agreement") is made on this 13th day of September 2010 by and between Washington Drama Society t/a Arena Stage ("Applicant"), and Advisory Neighborhood Commission 6D ("Protestant"), (collectively, the "Parties").

PREAMBLE

Through this agreement, both parties aim to create an environment in which the Applicant may operate as a viable contributing establishment in the ANC6D community.

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WHEREAS, Applicant has applied to bring out of safekeeping Retailer's Class CX Multipurpose ABRA License #1729 for a business (live theater) ("Establishment") located at 1101 Sixth Street, S.W., Washington, D.C. 20024 ("Premises"); and

WHEREAS, The Applicant will manage and operate an Establishment with three live performances spaces in the The Fischandler, The Kreeger, and The Cradle theaters; two concession areas: concessions without tables and cafe with tables; a rooftop outdoor seating/eating area; and special events spaces in the lobby and rooftop areas -- these areas include a total of 1394 seats and an occupant load of 2553; and

WHEREAS, the hours of operation of the Establishment for theater events includes regular matinee and evening performances during which time the food and liquor sales will be available prior to performances and during intermission and occasional post-performances as follows: Sunday 11:30 am-12:00 am; Monday 5:00 pm - 12:00 am; Tuesday through Thursday 10:00 am - 12:00 am; Friday and Saturday 10:00 am 12:30 am; and

WHEREAS, the Applicant will make space in the Establishment available to other groups for special catered events when performances are not scheduled; and

WHEREAS, the Applicant has management contracts with several catering firms for food and alcohol sales for both the regular theater events as well as special events wherein the contractor/caterer will be responsible for ID check regarding alcohol sales; and

WHEREAS, the Applicant agrees that it will abide by Title 25 and other DC laws relating to alcohol sales and service, including, itself or through a caterer contractor: confirming age of

patron to whom alcoholic service is provided; prevention of overserving of patrons; prevention of patron rowdiness; prohibition of taking alcoholic beverage out of the establishment; prohibition of loitering; ensuring appropriate training regarding service of alcoholic beverage to employees of caterers, licensed manager, all employees, and volunteers, if applicable; maintaining written log of all incidents (including description of the incident, date, time, names and contact information for victim, perpetrator, any witnesses, and the resolution of the incident) and making log available to representatives of MPD and ABRA on request; and

WHEREAS, the Applicant agrees to work regularly with ANC6D and its representatives, other neighborhood organizations, and residents to ensure that the business operations facilitate the enjoyment of the surrounding neighborhood. In this regard, Applicant agrees to maintain open communication with the Protestants, and the community for which the ANC acts. The Protestants encourage Applicant to send representatives to attend the regular meetings of ANC6D which currently occur on the second Monday of each month (except August when there is no meeting, and October when the meeting is on the third Monday) at 7:00 p.m. at St. Augustine's Church, at 6th and M Streets, SW, Washington, D.C. 20024; and

WHEREAS, All parties believe that the statements and provisions contained in this agreement are reasonable and shall become wholly integrated into the day-to-day operation of the Establishment. Any change from this model shall be considered by both Parties to be a substantial change in operation of great concern to residents and requires prior approval by the ABC Board; and

WHEREAS, the Parties are desirous of entering into a Voluntary 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, within the ANC, on (i) the peace, order and quiet of the neighborhood and (ii) parking, pedestrian safety and vehicular traffic, to protect the interests of the neighborhood, its residents and other businesses, and to eliminate the need for a Protest Hearing regarding the license application. Further, Applicant, upon notice from the ANC, shall send a representative of the Establishment to a meeting(s) to confer and deal in good faith with issues raised under this Agreement. and

WHEREAS, the Parties have agreed to enter into this Agreement and request that 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;

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. ***Parking/Valet Arrangements.*** It is a principal concern of the Protestants that the Applicant's operation of the Establishment does not create or exacerbate parking problems within the ANC boundaries. We recognize that Applicant has a limited number

of spaces at its property for vehicular parking and that often a large number of patrons and attendees of special events will be expected; therefore, we encourage the Applicant to notify patrons that street parking is very limited and inform them that convenient public transportation is available, i.e., Subway Green line to Waterfront Station, and the 70 and Circulator bus routes.

3. **Noise and Privacy.** Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall take all necessary actions to ensure that music, noise and vibration from the Establishment (including the rooftop space) are not audible within the adjacent residential properties. There shall be no live music in the rooftop space.
4. **Public Space and Trash.** Applicant shall keep the sidewalk (up to and including the curb), tree box(es), curb, and alley clean and free of litter and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall monitor these areas to assure that refuse and other materials are promptly removed. The Applicant uses an indoor dumpster that does not encroach on the abutting property owners and agrees that no garbage will be placed on the abutting property.
5. **Security Cooperation in Stemming Illegal Drugs and Public Drinking.** Protestants are concerned that the large capacity expected to attend events on the Premises may pose security and crime issues. Applicant agrees that it shall take all necessary steps to minimize such problems, including, designating a sufficient number of TIPPS-trained employees to assure adequate security, whether inside or in the immediate outside area; monitoring for and prohibiting sales or use of illegal drugs within or about the Premises, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises. Applicant has security cameras in several locations which record and store information for at least 30 days whose recordings shall be made available to representatives of ABRA and/or MPD.
6. **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 licensees, and agrees that Protestants shall have standing to ask the ABC Board to enforce any violations of the agreement. Applicant also specifically agrees to be the sole owner of the ABC license.
7. **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 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 pursues such cure) failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed 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: Washington Drama Society, Inc. t/a Arena Stage
1101 6th Street, S. W.
Washington, DC 20024
Attn: Director of Operations, Brian Beirne
(202) 600-4090
Fax (202) 202-488-4-56
Email: bbeirne@arenastage.org


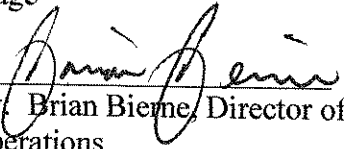
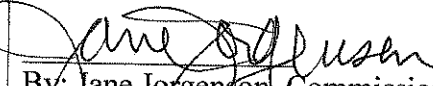

If to Protestants: Advisory Neighborhood Commission 6D
1101 4th Street, S.W., Suite W130
Washington, DC 20024
Attn: Chair, ANC
(202) 202 554-1795
Fax (202) 202 554-1774
Email: office@anc6D

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.

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

PROTESTANT:

APPLICANT:

<p>Chair, ABC Committee, ANC6D  Coralie Farlee ANC6D01 Date 9/13/10</p>	<p>Washington Drama Society, Inc, t/a Arena Stage  By: Brian Beirne, Director of Operations Date 9/13/10</p>
<p> By: Jane Jorgenson, Commissioner Chair, ANC6D Date</p>	
<p> Ron McBee, Commissioner Date</p>	