

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

In the Matter of:

Senart's, LLC
t/a Orchid

Holder of a
Retailer's Class CR License

at premises
520 8th Street, SE
Washington, D.C. 20003

License No.: ABRA-107079

Order No.: 2018-621

Senart's, LLC, t/a Orchid (Licensee)

Daniel Ridge, Chairperson, Advisory Neighborhood Commission (ANC) 6B

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member
Donald Isaac, Sr., Member
Bobby Cato, Member
Rema Wahabzadah, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Senart's, LLC, t/a Orchid (Licensee), and ANC 6B have entered into a Settlement Agreement (Agreement), dated October 17, 2018, that governs the operation of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Daniel Ridge, on behalf of ANC 6B, are signatories to the Agreement.

Accordingly, it is this 24th day of October, 2018, **ORDERED** that:

1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
2. This Settlement Agreement replaces and supersedes previous Settlement Agreements between the parties; and
3. Copies of this Order shall be sent to the Licensee and ANC 6B.

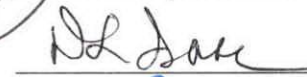
District of Columbia
Alcoholic Beverage Control Board


Donovan Anderson, Chairperson



Nick Alberti, Member


Mike Silverstein, Member


James Short, Member


Donald Isaac, Sr., 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 BY AND BETWEEN
ADVISORY NEIGHBORHOOD COMMISSION 6B
and

Senart's LLC d/b/a Orchid

Pursuant to this Settlement Agreement, ("Agreement"), by and between Senart's LLC (d/b/a Orchid ("Applicant") and Advisory Neighborhood Commission 6B ("ANC6B"), effective as of the date of its adoption by ANC6B, the parties hereto hereby agree to be legally bound by the terms and conditions of this Settlement Agreement (SA) as it relates to the operation of Applicant's business located at 520 8th Street SE Washington, DC 20003 ("Premises").

WHEREAS, Applicant has applied before the District of Columbia Alcoholic Beverage Regulatory Administration ("ABRA") to effect, and is seeking its approval of, a substantial change of its Retailers' Class "C/R" Restaurant License (ABRA-107079 ("License")) to a Class "C/T" Tavern License; and,

WHEREAS, Applicant and ANC6B are desirous of voluntarily entering into and mutually memorialize in this SA the terms and conditions upon which ANC6B has agreed to support Applicant's license change, pursuant to the provisions of D.C. Code § 25-446, for the operation and maintenance of Applicant's business at the Premises in such a manner as to further promote the peace, order and quiet of the neighborhood and maintain security and sanitation of the alley immediately behind the Premises; and,

WHEREAS, Applicant, which is seeking this license change to reduce its requirement under 25 DCMR § 101 (43)(B)(vi) to maintain 45 percent of its sales in food, intends to still operate like a full-service restaurant, and voluntarily agrees to adopt certain measures to address neighborhood concerns of the impacts of a tavern license; and,

WHEREAS, Applicant agrees to include this Agreement as a formal condition to its application and ANC6B agrees to support the substantial change application for this establishment, provided that the Agreement is incorporated into the Board's Order issuing the license, which Order is thereby conditioned upon compliance with such Agreement; and,

WHEREAS, this is intended to replace in its entirety any and all previously-existing Settlement Agreements between the Parties, and all such previous agreements are hereby declared superseded, null and void, and of no further effect.

NOW, THEREFORE, Applicant and ANC 6B agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Operational Conditions. ANC6B agrees to the change of license class from a "C/R" Restaurant to a "C/T" Tavern license and the Applicant voluntarily agrees to sustain or undertake the conditions listed below and shall make a "good faith effort" to sell and serve food during its hours of operation. For purposes of this agreement, a "good faith effort" to sell or serve food shall be met if the Applicant:
 1. Maintains a kitchen, kitchen staff, and the supplies and equipment necessary for the daily preparation and service of prepared food menu items (for example, appetizers, soups, salads, sandwiches, entrees, desserts, etc.) other than snack food;
 2. Continues to keep and maintain, the books and records required to be kept by D.C. Official Code § 25-113(j)(3)(A) thru (C) (2017); and
 3. Is in compliance with the following criteria:

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- (a) The Applicant maintains gross annual food sales of at least 30 percent of the establishment's gross annual sales receipts;

Recognizing that the Applicant resumed operations on May 17, 2018 and to provide sufficient time to make a good faith effort to increase the percentage of gross annual food sales in relation to the establishment's gross annual sales receipts, ANC 6B stipulates that the Applicant shall comply with this criterion by Fall 2019, which is the regular ABRA scheduled renewal timeframe for Tavern Licenses;

- (b) The Applicant offers full food service until at least one (1) hour prior to closing;
- (c) The Applicant promotes food sales inside of the establishment by offering menus to patrons, and through the use of a sandwich display board outside and menu displays at tables and bars featuring food items and drink specials; and,
- (d) The Applicant's advertisements to the public emphasizes food and does not primarily advertise drink specials;

3. Nature of the Business. Applicant will manage and operate a full-service seated Tavern ("Establishment") with on-site prepared food available for purchase at the Premises. Applicant currently seeks a total seating for up to 84 patrons, inclusive of 70 indoor seating and 14 sidewalk café seating. In no event shall Applicant operate or seek to operate the Establishment in excess of the maximum number of patrons that may lawfully occupy the Premises pursuant to its Certificate of Occupancy.

4. Hours of Operation, Sales, Service, and Consumption. Applicant's hours of operation, and alcoholic beverage sales, service, and consumption may be changed from time to time in Applicant's discretion, as may be otherwise permitted by its License, but in no event shall exceed or extend beyond the following:

Interior:

Monday thru Thursday:	10:00 a.m. – 2:00 a.m.
Friday:	10:00 a.m. – 3:00 a.m.
Saturday	8:00 a.m. – 3:00 a.m.
Sunday:	8:00 a.m. – 1:00 a.m.

Sidewalk Café:

Monday thru Thursday:	10:00 a.m. – 11:00 p.m.
Friday:	10:00 a.m. – 1:00 a.m.
Saturday	8:00 a.m. – 1:00 a.m.
Sunday:	8:00 a.m. – 11:00 p.m.

Provided, however, that (1) on days designated by the DC ABC Board as "extended Hours for ABC Establishments," Applicant may serve alcoholic beverages for one additional hour; (2) in the event the Council of the District of Columbia or the ABC Board grant licensees in general extended operating hours for particular event(s), Applicant may avail itself of such extended hours; and, (3) on January 1 of each year Applicant may serve alcoholic beverages until 3 a.m. In addition, the Licensee must submit, as required by regulation, any forms or documents to ABRA for a one-day substantial change, and gain approval for such extended hours or entertainment. These extended hours are for inside the establishment.

On Friday and Saturday nights between 9 pm and closing, Applicant shall provide security staff to monitor the departure of its patrons at the front and side alley of the premises to assist in patrons' safety and to prevent the residential neighborhood from being unduly affected by patrons' loud voices and debris.

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5. **Requirements for Operation of Sidewalk Café.** Applicant shall operate its Sidewalk Café consistent with the terms and conditions of its Public Space Management Branch Certification for such space, and shall cause its employees to maintain the Sidewalk Café in a clean and orderly manner, and not to cause or permit storage of any refuse, foodstuffs, perishable or odiferous materials in or adjacent to the Premises. Applicant shall cause the area extending from the front door(s) to the curb in (front/side) of the Establishment to be regularly swept, power-washed, and shall remove litter and debris on not less than a daily basis, weather permitting. Applicant shall periodically measure and ensure that all tables, chairs, planters, signboards, stations, stanchions or other items in the Sidewalk Café are placed within the bounds of its designated public space permit, and do not extend into the sidewalk or adjacent areas. Applicant may not place any signboards or similar items beyond or outside the area designated by its public space permit.

6. **Refuse Storage and Disposal.** Applicant shall comply with DCMR 21-7043-704.5 by utilizing and regularly maintaining one or more food waste (garbage) grinder(s) adequate in capacity to dispose of all readily grindable food wastes produced. Applicant shall utilize and maintain rodent-resistant receptacles capable of being fully closed with tight-fitting lids at the rear of the Premises with sufficient capacity to store all non-grindable garbage and recyclable trash and non-recyclable waste. Further, Applicant shall use its best efforts to store grease in a receptacle designed to store grease in the interior of the Premises.

Applicant agrees to adhere to the following conditions with respect to trash management, disposal, and the sanitary maintenance of the interior trash storage room and any exterior storage area.

- a. Applicant shall contract with third party sanitation or waste management and recycling vendor(s) to collect garbage and non-recyclable waste 4 days per week and recycling a minimum of 4 days per week (or such more frequent schedules as may be necessary to prevent the receptacles from exceeding their capacity);
- b. Applicant will ensure timely waste disposal that is the least disruptive to the neighbors. Garbage, recyclable, and grease collections shall not occur before 7:00 a.m. or after 10:00 p.m. Further, no glass shall be dumped in any exterior receptacle nor otherwise disposed of after 10:00 p.m. or before 7:00 a.m. Any glass material needing to be recycled or otherwise disposed between 10:00 p.m. and 7:00 a.m. shall be stored inside Applicant's establishment until at least 7:00 a.m. the following day;
- c. Applicant shall place any and all recyclable trash (glass, plastic, cardboard and metal cans that have been rendered free of organic materials) in exterior trash receptacles in a manner that permits the full closure of such receptacles;
- d. In the event that garbage receptacles reach their capacity, Applicant shall store any excess garbage inside the Applicant's Premises until at least 7:00 a.m. the following day to ensure that the exterior receptacles are fully closed and secured overnight;
- e. All receptacles used for grease, garbage, recyclable trash and waste shall be maintained in good repair and in safe and sanitary condition. Any damaged or leaking containers that become bent or warped such that they are no longer rodent-proof, shall be promptly repaired or replaced.
- f. Any receptacle for recyclables or restaurant supplies such as linens, kegs or other supplies will be placed such that it does not encroach on the abutting property owners.
- g. Applicant shall ensure that no recyclable waste is placed outside the establishment other than in a fully closed receptacle. Applicant shall ensure that the lids or doors on all receptacles are fully closed at all times except while being hauled to and from sanitation trucks;
- h. Applicant will daily check the alley and full area around the trash receptacles and pick up or hose down any debris or liquid waste left behind after garbage, grease or recycling receptacles have been emptied;

- i. Garbage, grease and/or recycling spills shall be cleaned up as soon as practicable after they occur, but in no event more than two (2) hours after such spill. Any leak or spillage of grease shall be promptly cleaned utilizing standard industry practices such as solvents and power washing for such uncontained grease;
- j. Applicant shall power wash, all receptacles, and the adjacent alleyway no less often than once every two weeks or more frequently as necessary. No power-washing shall take place between the hours of 7:00 p.m. and 9:00 a.m. on weekdays or 7:00 p.m. and 12:00 noon on weekends;
- k. Applicant is encouraged to join in any coordinated effort with the adjacent tenants to address any rodent issues regardless of the source of such issues; and
- l. If the Applicant submits for permitting any plans for major renovation, reconstruction, or remodeling of the interior of the Premises, Applicant agrees to designate space and incorporate an interior trash room into any such plans. This trash room will comply with DOH regulations and be exclusively utilized to storing all grease, garbage and trash.

7. Noise Mitigation. No objectionable noises, sounds, odors, or other conditions that are publicly observable or emitted beyond the immediate proximity of the Premises will be created by Applicant. Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall make architectural improvements to the property and take all necessary actions, if necessary, to ensure that music, noise and vibration from the Establishment are not audible outside the establishment at any time. Applicant agrees to keep its doors and windows closed when music is being played at the establishment. However, it is understood by the parties that Applicant may open its window panels, and that music may be played at such times at a level not audible beyond the street curbside. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry or exit doors.

Applicant will take all reasonable steps necessary to mitigate noise emanating from mechanical equipment associated with Applicant's operations (e.g. HVAC, grease fan) -- including installing sound absorbing and dampening material around the equipment, if necessary -- to comply with applicable DCMR provisions, prevent an increase in existing sound level from such equipment, and minimize or abate noises objectionable to residential neighbors.

Applicant specifically agrees that it shall adhere to and be accountable under the provisions of D.C. Code §25-725 as it pertains to residential dwellings in the contiguous physical block on which the Premises are located (except for those residential dwellings located within the CHC/C2A overlay), notwithstanding the fact that such neighboring residential units may not fall within the zoning classification otherwise entitled to enforcement of that provision under D.C. Code §25-725(b)(3). Noise mitigating actions may include installation of sound absorbing and sound dampening materials on the roof between the HVAC and kitchen equipment and the residential properties along the rear of the Premises. Sound absorbing and dampening material will be sufficient to reduce noise to levels that meet DCMR noise regulations at the rear property line.

8. Odor and Emission Control. Applicant shall ensure that regularly scheduled maintenance and cleaning of exhaust hoods, fans and vents are undertaken in accordance with manufacturer's specifications for the type and amount of cooking undertaken. Applicant will also clean and/or exchange the filters as often as necessary to ensure optimal grease and particulate removal and odor mitigation for the type and quantity of cooking undertaken.

9. Sanitation and Pest Control. Applicant shall maintain in force a contract for regular and recurring application of a plan for pest control that includes baiting or similar rodent abatement procedures abutting the rear entrance to the Premises (including the waste storage room). Applicant shall not store or place any kegs, bottles, foodstuffs, pallets of materials, or other consumable goods of any type outside the Premises. Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract and of regular inspection and treatment pursuant to such contract, upon

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request from the Board. Applicant shall maintain property and take landscaping steps, such as removing thick ground cover, trimming bushes, closing rat holes, and using pond stones where needed, to reduce habitat for rats and vermin.

10. **Restrictions on Use of Points for Access/Egress.** As there is limited space in the side and rear alleys and it contains several residential garages easily blocked by delivery trucks, Applicant shall not refer or permit commercial third-party vendors to park a delivery truck in the public alley that connects 8th Street, SE and 9th Street, SE at any time. This restriction extends to parking at the rear of the Premises between the hours of 10:00 p.m. and 7:00 a.m. Applicant will notify commercial delivery vendors about the above prohibition by affixing signage along the alley wall of Applicant's Premises that states: "Delivery Trucks: Do Not Park in the Alley." Further, Applicant shall use its best efforts to insist that all suppliers to use the loading zone in front of the Premises, as practicable, to unload and deliver supplies to the Establishment.

11. **Security Cooperation in Stemming Loitering and Illegal Drugs.** Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises. Applicant agrees to monitor for and prohibit sales or use of illegal drugs within or about the Premises and maintain contact and cooperate with MPD and other enforcement officials when known or suspected drug activities occur.

12. **Compliance with ABRA Regulations.** Applicant will ensure that it abides by ABRA, Department of Consumer and Regulatory Affairs (DCRA), Department of Health (DOH), Department of Public Works (DPW) and other applicable DC Agency regulations regarding (a) conduct of its business and (b) the ownership of the license and all other provisions applicable to liquor licenses. Violations of DC Agency regulations shall constitute a violation of this Agreement.

IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.

Applicant:

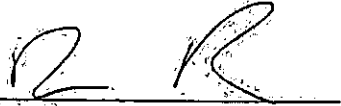
Senart's LLC d/b/a Orchid
ABRA# 107079
520 8th Street, SE
Washington, DC 20003
William A. Sport, Owner

Signature: 

Date: 10/9/2018

ANC:

Advisory Neighborhood Commission 6B
921 Pennsylvania Avenue, SE
Washington, DC 20003
Daniel Ridge, Chairperson

Signature: 

Date: 10/17/2018