

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

In the Matter of:)	
)	
Emilie's, LLC)	
t/a Emilie's)	
)	
Applicant for a New)	License No.: ABRA-111597
Retailer's Class CR License)	Order No.: 2019-020
)	
at premises)	
1101 Pennsylvania Avenue, SE)	
Washington, D.C. 20003)	

Emilie's, LLC, t/a Emilie's (Applicant)

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

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

ORDER ON SETTLEMENT AGREEMENT

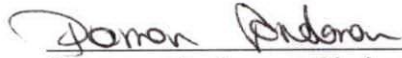
The official records of the Alcoholic Beverage Control Board (Board) reflect that Emilie's, LLC, t/a Emilie's (Applicant), Applicant for a new Retailer's Class CR license, and ANC 6B have entered into a Settlement Agreement (Agreement), dated December 11, 2018, that governs the operation of the Applicant's establishment.

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


Accordingly, it is this 9th day of January, 2019, **ORDERED** that:

1. 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; and
2. Copies of this Order shall be sent to the Applicant and ANC 6B.

District of Columbia
Alcoholic Beverage Control Board


Donovan Anderson, Chairperson


Nick Alberti, Member


Mike Silverstein, Member


James Shart, 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

ANC 6B

SETTLEMENT AGREEMENT BY AND BETWEEN
ADVISORY NEIGHBORHOOD COMMISSION 6B

and

Emilie's, LLC
d/b/a Emilie's

Pursuant to this Settlement Agreement, ("Agreement"), by and between Emilie's LLC d/b/a Emilie's ("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 1101 Pennsylvania Avenue 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 new Retailers' Class "CR" Restaurant License (ABRA-111597) ("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, 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 as well as maintain security and sanitation of the area immediately surrounding the Premises; and,

WHEREAS, this is intended to replace in its entirety any and all previously existing SA 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. Nature of the Business. Applicant will manage and operate a full-service seated restaurant ("Establishment") at the Premises. Applicant currently seeks a total indoor seating for up to 115 patrons. 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.

The license does not include a Summer Garden Endorsement

3. 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:

Hours of Operation:

Sunday thru Thursday: 8:00 a.m. – 2:00 a.m.

Friday and Saturday: 8:00 a.m. – 3:00 a.m.

Hours of Sales, Service and Consumption

Sunday thru Thursday: 10:00 a.m. – 1:00 a.m.

Friday and Saturday: 10:00 a.m. – 2:00 a.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.

4. Refuse Storage and Disposal. Applicant shall comply with DCMR 21-704.3-704.5 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 exclusively utilize an interior trash storage room within the Premises with sufficient capacity to store all grease, recyclable trash, and non-recyclable trash (garbage). Applicant shall maintain the exterior doors to the trash room in a closed and secured position except as reasonably required for regularly-scheduled garbage, recyclable, and grease pick up by third-party vendors. Applicant agrees to adhere to the following conditions with respect to trash management, disposal, and maintenance of the trash storage area.

- a. Applicant shall contract with third party sanitation or waste management and recycling vendor(s) to collect garbage and non-recyclable waste six (6) days per week, recycling a minimum of six (6) days per week, and grease as needed (or such more frequent schedules as may be necessary to prevent the receptacles from exceeding their capacity);
- b. Applicant will ensure that garbage, recyclable, and grease collections, by third party waste management vendors they have a contract with, shall occur at a time that is the least disruptive to the neighbors but shall not occur after 10:00 p.m. or before 7:00 a.m.;
- c. Applicant shall dispose of non-grindable garbage, recyclable and non-recyclable trash in appropriate rodent-proof receptacles capable of being fully closed with tight-fitting lids;
- d. Applicant shall store or place all kegs, foodstuffs, or other consumable goods of any type on the Premises and shall not place any receptacle for restaurant supplies such as linens or other supplies on the exterior of the premises;
- e. 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;
- f. 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.
- g. Applicant will daily check the trash storage room and pick up or hose down any debris or liquid waste left behind after garbage, grease or recycling receptacles have been emptied;
- h. Applicant shall wash all receptacles no less often than once every two weeks and power wash the sidewalk café as frequently as needed. However, no exterior 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 10:00 a.m. on weekends.
- i. Applicant shall cooperate and permit inspection of the Premises, including but not limited to the indoor trash room, as may be reasonable pursuant to District regulations or as may be reasonably requested by any authorized District of Columbia governmental entity.

6. 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 to ensure that music, noise and vibration from the Establishment are not audible outside the establishment at any time.

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). 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 sound dampening materials on the roof between the HVAC and kitchen equipment and the residential properties. Noise mitigating actions may include installation of sound absorbing and dampening material sufficient to prevent an increase in existing sound level from such equipment, minimize or abate noises objectionable to residential neighbors, and reduce noise to levels that meet DCMR noise provisions.

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.

7. Odor and Emission Control. Applicant shall install and maintain on the roof of the building in which the Premises are located a Pollution Control Unit ("PCU") servicing all kitchen exhaust and cooking ventilation from the Premises. The PCU shall be of sufficient design and capacity to effectively control and substantially eliminate any particulate or odorous emission from the Premises. Applicant shall ensure that regularly scheduled maintenance and cleaning of the PCU and related 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. Applicant will ensure that any mechanical issues that develop with the equipment are promptly addressed.

8. 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, palettes of materials, or other consumable goods of any type outside the Premises. Applicant shall provide proof of its rat and vermin control contract and of regular inspection and treatment pursuant to such contract, upon 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. Applicant is encouraged to join in any coordinated effort with the adjacent establishments and neighbors to address any rodent issues regardless of the source of such issues.

9. Restrictions on Use of Points for Access/Egress. Applicant shall not permit its employees to take breaks in public space adjacent to residential areas. To the extent practicable, Applicant will notify and encourage all commercial third-party vendors to park delivery trucks in the designated loading zones along the front of the Establishment and not occupy residential parking spaces. Applicant will notify commercial delivery vendors about the above prohibition and will not accept deliveries of food or other restaurant supplies from such vendors if, after repeated warnings, the vendor continues to park delivery trucks in residential parking zones.

10. 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.

11. Compliance with Agency 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.

12. Notice and Opportunity to Cure. In the event that any of the parties is in breach of their SA, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the SA. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall be provided for a cure within 10 calendar days of the date of such notice. If Applicant refuses or fails to commence the cure or diligently to pursue such cure within the 10 day period (or a breach which reasonably requires more than 10 days to cure), such refusal or failure shall constitute a cause for filing a complaint with the ABRA Board pursuant to D.C. Code § 25-447.

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

Applicant:

Emilie's LLC d/b/a Emilie's
ABRA# 111597
1101 Pennsylvania Avenue SE
Washington, DC 20003
Kevin Tien
kxt1731@gmail.com 202-xxx-xxxx

