

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

In the Matter of:)
)
Melben, Inc.)
t/a Flavio)
)
Applicant for Renewal of a)
Retailer's Class CR License)
)
at premises)
1069 31st Street, NW)
Washington, D.C. 20007)
)

Case No.: 19-PRO-00046
License No.: ABRA-008004
Order No.: 2019-557

Melben, Inc., t/a Flavio, Applicant

Lisa Palmer, Commissioner, on behalf of Advisory Neighborhood Commission (ANC)
2E

Cheryl Gray, President, Citizens Association of Georgetown (CAG)

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

**ORDER ON AMENDMENT TO SETTLEMENT AGREEMENT
AND WITHDRAWAL OF ANC 2E'S PROTEST**

The Application filed by Melben, Inc., t/a Flavio (Applicant), for renewal of its Retailer's Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on June 10, 2019.

The official records of the Alcoholic Beverage Control Board (Board) reflect that a previous holder of a license for the premises, ANC 2E, and CAG entered into a

Settlement Agreement dated August 31, 1993, and a Settlement Agreement dated June 26, 2000, that governs the operations of the Applicant's establishment.

This matter comes now before the Board to consider the Parties' Amendment to Settlement Agreements (Amendment), dated June 17, 2019, in accordance with D.C. Official Code § 25-446 (2001).

The Amendment has been reduced to writing and has been properly executed and filed with the Board. The Applicant; Commissioner Lisa Palmer, on behalf of ANC 2E; and Cheryl Gray, on behalf of CAG; are signatories to the Amendment.

This Amendment constitutes a withdrawal of the Protest filed by ANC 2E of this Application.

Accordingly, it is this 24th day of July, 2019, **ORDERED** that:

1. The Application filed by Melben, Inc., t/a Flavio, for renewal of its Retailer's Class CR License, located at 1069 31st Street, NW, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 2E in this matter is hereby **WITHDRAWN**;
3. The above-referenced Amendment to 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 modification:

Subsection 4(c) (Public Space) – The language “without seeking ANC approval first” shall be replaced with the language “without prior Board approval, which shall not be granted prior to receiving support from ANC 2E.”

The parties have agreed to this modification.

4. All terms and conditions of the previous Agreements not amended by the Amendment, shall remain in full force and effect; and
5. Copies of this Order shall be sent to the Applicant, ANC 2E, and CAG.

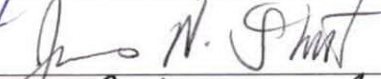
District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson



Mike Silverstein, Member

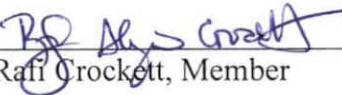


James Short, Member



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 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).

AMENDMENT TO SETTLEMENT AGREEMENT BETWEEN MELBEN INC., CITIZENS
ASSOCIATION OF GEORGETOWN AND ADVISORY NEIGHBORHOOD
COMMISSION 2E

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 17th day of June, 2019, by and between Melben Inc. ("Applicant"), Citizens Association of Georgetown ("CAG") and Advisory Neighborhood Commission 2E ("ANC2E"), also referred to collectively as the "Parties."

RECITALS

Whereas, the Applicant has applied to the Alcoholic Beverage Regulation Administration for the renewal of a Class "C License (the "License") for the Premises located at 1069-1073 31st Street, NW (the "Premises"),

Whereas, the Parties wish to amend a Settlement Agreement among the Parties entered into pursuant to D.C. Official Code § 25-446 to address concerns related to peace, order and quiet by adding the provisions set forth below.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the Parties agree as follows:

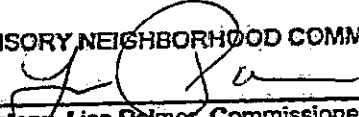
1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Trash. All trash will be stored and disposed of according to regulations set forth in Title 21, Chapter 7 and Title 21, Chapter 8 of the DC Municipal Regulations. As part of maintaining the area around the Premises in a clean and orderly manner:
 - a. All trash and dirty linens will be stored in closed, rodent-proof containers ("Trash Containers" and "Linen Containers", jointly "Containers") on private space, not public space, behind the Premises;
 - b. At all times, both the Trash Containers and Linen Containers shall remain securely closed. Applicant shall inspect such Containers on a regular basis. Should there be more trash or linens than the Containers can hold with their tops securely closed or should the Containers have holes in them making the trash accessible to rats and/or other vermin, Applicant shall secure additional rat-proof containers to ensure that the area where trash and linens are stored ("Designated Trash Area"), remains clean and sanitary;
 - c. Trash pickup will occur one time per day, a minimum of six days a week except on federal holidays, weather permitting;
 - d. Applicant shall ensure that the alley behind the premises, including but not limited to where trash is stored for pickup, ("The Alley") is at all times clean and reasonably odor free, with no trash, bags of trash or runoff from the trash containers on the ground at any time;
 - e. Applicant shall monitor the The Alley daily to ensure cleanliness and will clean this area within three (3) hours of noticing that The Alley has trash, grease or rodents on the ground, or is otherwise deemed to be unclean;

- f. In order that the ground in and around the trash enclosures remains clean from both solids and any liquid runoff from the trash, Applicant will hose down The Alley daily with either water or, when needed, a combination of water and bleach as recommended by the District's Department of Health (weather permitting);
 - g. Applicant will not allow grease to seep into the sewer grate in The Alley and will store all grease traps away from such grates;
 - h. At least once a month and as needed, Applicant will ensure that the sewer grate located in The Alley is clean by using a bleach solution recommended by the District's Department of Health in and around the grate;
 - i. Applicant shall keep the public and private space adjacent to the Premises free of litter, chewing gum, trash, and other debris in compliance with D.C. Code and Municipal Regulations. The public space adjacent to and in front of the premises, up to and including the curb, is to be kept tidy at all times and litter is to be removed by the Applicant's staff at least once per day; and
 - j. Applicant shall maintain a rodent and pest control contract with a company licensed to provide such services in the District of Columbia. Said contract will provide for prevention, inspection and remediation of rodent and pest infestations of the Establishment monthly, or more often if inspection observations suggest.
3. Trash Compactor: In an attempt to reduce sanitation issues which currently attract rodents and pollute runoff that enters DC's waterways, as well as to promote a clean, and healthy neighborhood, Applicant will continue to work to secure a shared commercial waste trash compactor which will ultimately replace the trash containers currently being utilized in The Alley.
4. Public Space:
 - a. The Alley is public space and is to remain accessible and available to be used by the public at all times. Specifically, The Alley must remain accessible to residents who enter and exit their parking areas via this public space. With this in mind, at no time will the Applicant and/or its representatives, employees, etc. park their personal vehicles in The Alley.
 - b. Applicant agrees to abide by all DC regulations regarding Public Space, including but not limited to the provisions detailed in DCMR Title: 24 Public Space and Safety.
 - c. Applicant agrees to abide by all provisions set forth in their Sidewalk Café permit and will not make changes to the conditions of this permit without seeking ANC approval first.
5. Employee Responsibility: Applicant's employees will be familiar with the provisions included herein and will be held accountable for following the guidelines noted in Section 2 of this Agreement.
6. Binding Effect. This Agreement shall be binding upon and enforceable against the Licensee and successors of the Applicant.


In consideration of the agreements set forth above, ANC2E and CAG shall, upon approval of this agreement by the Alcoholic Beverage Regulation Administration, agree to amend the existing Settlement Agreement at the Premises as set forth herein and to withdraw the pending protests of the Applicant's application for license renewal.

IN WITNESS WHEREOF, The Parties have executed this Agreement as of the date first above written.

ADVISORY NEIGHBORHOOD COMMISSION 2E

By: 
Signatory: Lisa Palmer, Commissioner ANC2E05

CITIZENS ASSOCIATION OF GEORGETOWN

By: 
Signatory: Cheryl Gray, President

MELBEN INC.

By: 
Signatory: