

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

In the Matter of:

SRG Waterfront, LLC
t/a La Vie

Application for Renewal of a
Retailer's Class CR License

at premises
88 District Square, SW
Washington, D.C. 20024

Case No.: 19-PRO-00049

License No.: ABRA-106046

Order No.: 2019-483

SRG Waterfront, LLC, t/a La Vie (Applicant)

Commissioner Gail Fast and Dr. Coralie Farlee, on behalf of Advisory Neighborhood
Commission (ANC) 6D

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

**ORDER ON SETTLEMENT AGREEMENT
AND WITHDRAWAL OF ANC 6D'S PROTEST**

The Application filed by SRG Waterfront, LLC, t/a La Vie, for Renewal of its
Retailer's Class CR License, was protested by the ANC 6D

The official records of the Alcoholic Beverage Control Board (Board) reflect that
the Applicant and ANC 6D have entered into a Settlement Agreement (Agreement),
dated May 13, 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 and Commissioner Gail Fast and Dr. Coralie Farlee,
on behalf of ANC 6D, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 6D of this Application.


Accordingly, it is this 12th day of June, 2019, **ORDERED** that:

1. The Application filed by SRG Waterfront, LLC, t/a La Vie, for renewal of its Retailer's Class CR License, located at 88 District Square, SW, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 6D in this matter is hereby **WITHDRAWN**;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;
4. This Settlement Agreement replaces and supersedes previous Settlement Agreements between the parties; and
4. Copies of this Order shall be sent to the Applicant and ANC 6D.

District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson




Mike Silverstein, Member



James Short, Member



Bobby Caro, 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).



11014th Street SW, Suite W130, Washington, DC 20024
ANC Office: 202 554-1795 office@anc6d.org

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement") replaces the Cooperative Agreement dated July 10, 2017, finalized by Board Order 2017-4461 dated September 20, 2017, by and between SRG Waterfront, LLC t/a La Vie ("Licensee"), at 88 District Square, SW, Washington, DC 20024 ABRA License #106046, and Amendment 1 to that agreement which is dated January 8, 2018 and finalized by Board Order 2018-022 dated January 24, 2018 and Advisory Neighborhood Commission 6D ("the ANC"), (collectively, the "Parties").

This COOPERATIVE AGREEMENT is made on this 13th day of May 2019 by and between SRG Waterfront, LLC t/a La Vie, and ANC6D, (collectively, the "Parties"). This Agreement is for a CR License #106046 at 88 District Square, SW, Washington, DC, 20024.

PREAMBLE

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

WITNES ETH

WHEREAS, Licensee holds a License Class CR for a restaurant business establishment ("Establishment") serving spirits, wine, and beer, including indoor space and one summer garden, located at 88 District Square, SW, Washington, D.C. 20024 ("Premises"); and

WHEREAS, the Licensee is encouraged 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; and

WHEREAS, in lieu of a protest filing by the ANC, the Parties are desirous of entering into a Cooperative 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 of the establishment within the ANC on (1) peace, order, and quiet, including the noise and litter provisions set forth in §§ 25-725 and 25-726; and (2) residential parking needs and vehicular and pedestrian safety, and to eliminate the need for a Protest Hearing regarding the license application; 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. The Parties agree that any substantial change in operations is considered of great concern to the community which they may bring to the attention of the ABC Board; and

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

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 Licensee manages and operates an Establishment serving spirits, wine, and beer, offering a full service restaurant. There is one summer garden adjacent to the 5th floor. There is an Entertainment endorsement for the indoor space only, but no dancing or covercharge endorsement. There shall be no entertainment or amplified music or loudspeakers in or piped to the summer garden. Music or entertainment shall meet noise and privacy requirements in section 6, below. Establishment shall not participate in pub crawls. There shall be no flashing or billboard-type lights.
3. **Floors Utilized and Occupancy:** The Licensee operates its Establishment on the ground floor, with the restaurant on the fifth floor and the one summer garden on the fifth floor terrace. The Certificate of Occupancy states the seating and occupant load; however, the Establishment shall not exceed the total occupancy load of 501. The maximum number of seats in the inside is 351; and the maximum number of seats in the summer garden is 131.
4. **Hours of Operation, Sales, Service, Consumption, and Entertainment**
The hours of operation in the indoor space shall not exceed:
 Sunday: 10:00 a.m. - 12:00 a.m.
 Monday through Saturday: 8:00 a.m. - 3:00 a.m.,
The hours of selling, serving, and consuming alcohol in the indoor space shall not exceed:
 Sunday: 10:00 a.m. - 12:00 a.m.
 Monday through Saturday: 10:00 a.m. - 2:30 a.m.,
The hours of live Entertainment in the indoor space shall not exceed:
 Sunday through Thursday: 4:00 p.m. - 11:00 p.m.
 Friday and Saturday: 4:00 p.m. - 1:00 a.m.
The hours of operation and of sales, service and consumption of alcohol in the Summer Garden shall not exceed:
 Sunday through Thursday: 10:00 a.m. - 12:00 a.m.,
 Friday and Saturday: 10:00 a.m. - 1:00 a.m.,

Provided that: (a) on days designated by the DC ABC Board as "Holiday Extension of Hours" the ANC6D will not object to the licensee applying for 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) licensee may avail itself of such extended hours; and (c) on January 1 of each year licensee may operate until 4:00a.m.

Consistent with Alcoholic Beverage Control Board interpretations, "closing hours" shall be construed as the hours at which no patrons shall remain on the premises.

No containers, cups, bottles/cans, etc. shall be permitted outside of or to leave the area regardless of content, excepting food and beverages packaged "to go."

Sales of Alcoholic Beverages: Licensee shall not sell liquor, beer or wine from the Premises primarily intended for off-Premises use. Unfinished/recorked bottles of wine are allowed to be removed from the Premises.

5. **Parking.** Because there is limited parking in the vicinity, it is a concern of the ANC that the Licensee's operation of the Establishment does not create or exacerbate parking problems within the ANC. Licensee shall make reasonable efforts to promote transportation options other than automobiles and, if it is within the Licensee's control, provide adequate bike parking.
6. **Noise and Privacy.** Licensee agrees not to permit any odors, vibrations or noises to emanate offsite of the Premises and shall strictly comply with D.C. Official Code § 25-725 and to that end shall use various means including making architectural improvements to the property and take all necessary actions and mitigation efforts to ensure that music, noise and vibration from the Establishment are not audible in residential units in violation of D.C. Official Code § 25-725. Options for noise mitigation can include: shrubbery, cinderblock or wooden walls (perhaps with vines), trees in planters, fountains with running water, or other muting or muffling objects. The ANC understands that Licensee is bound by the terms of its lease when selecting and installing noise mitigation methods.
 - Sound, noise levels and vibrations from inside the Premises shall be at a conversational level, and not be audible or discernible off of the Premises. The Licensee shall be entitled to play recorded music provided, however, any speakers used in connection with amplified or recorded music shall be located at least ten (10) feet from, and be directed in the opposite direction of, all walls, doors, and windows in Premises, and music produced by any sound recording shall comply with DC noise laws. There shall be no music piped to or originating in the summer garden.
 - The Licensee shall not use objectionable advertising media such as loud speakers, video displays or other media that irritate or have the tendency to irritate residents, customers, or invitees.
 - Licensee shall inform its patrons by signage or other means that upon residences are in proximity to the Establishment and urge quiet and decorum by patrons on exiting the Establishment.
 - Licensee shall receive all deliveries of food, beverages, and restaurant supplies during hours between 7:00 a.m. and 7:00 p.m. Mondays to Saturdays. No deliveries excepting fresh bread products, fresh produce, and seafood shall be accepted on Sundays.

7. **Public Space and Trash.** The Licensee shall participate in the building's trash removal and storage program. Licensee will keep the Premises, trash collection area, loading dock, hallways, passageways, tree boxes, sidewalks and common areas providing access to and adjoining the Premises free of insects, rodents, vermin, other pests, trash and dirt accumulations generated by the operations in the Premises. Licensee shall not store trash or refuse in, or permit trash, rubbish, cartons, merchandise or other goods intended for use in the Premises to accumulate in areas outside of the Premises other than in the landlord designated areas. All recycling shall be placed in the designated areas.

Licensee shall ensure that the areas adjoining or providing access to the Premises are kept clean of wrappers, garbage, trash and similar debris. Licensee shall arrange for regular, prompt, and reliable trash and recycling removal of all trash and recycling generated at or associated with the Premises from the Premises. Licensee shall store all trash and other waste in odor and vermin proof containers, such containers shall be kept in temperature controlled areas not visible to members of the public.

Licensee shall maintain the Premises, including sidewalks, free of litter, refuse and debris. The sidewalks and entranceways shall be cleaned prior to 6:30 a.m. each day and shall be kept free of litter, gum, trash, cigarette and cigar butts and other debris and all exterior surfaces and both sides of all glass shall be kept clean, orderly and sanitary.

All grease caught in Licensee's grease trap shall be stored in secure, sanitary containers designed for such purpose (and not in a dumpster) and separate from Licensee's other refuse. The contractor responsible for cleaning Licensee's grease trap and picking up Licensee's grease receptacles shall be licensed in the District of Columbia to collect and properly dispose of such wastes.

Licensee shall install, and properly maintain in good working order, such ventilation, scrubbers, and other equipment as required by municipal codes and as may be necessary to relieve the Premises and the adjoining and surrounding premises of any odors caused by Licensee's business operation, which may include special vents to create negative pressure. Licensee agrees to exercise special care in its handling of garbage, waste, and refuse and will remove such materials from the Premises as frequently as is reasonable necessary to order to eliminate all odors. Licensee shall maintain the Premises in such a manner that restricts all foul or objectionable odors, including but not limited to odors from trash, cooking, grease, or cleaning, from emanating outside of the Premises and shall provide trash and food waste receptacles that contain all odor and liquid run off.

Extermination. Licensee shall cause extermination services, including treatment for insects, spiders, rats, mice, moles and other rodents, to be provided to the Premises by a reputable exterminator on at least a monthly basis. Licensee agrees to exercise special care in its handling of garbage, waste, and refuse and will remove such materials from the Premises as frequently as is necessary in order to prevent pests from entering the premises.

8. **Security Cooperation in Stemming Illegal Drugs and Public Drinking.** Licensee shall take all reasonable steps to minimize problems of illegal drugs and public drinking, including, at all times, by having a sufficient number of trained employees to assure adequate security and to control unruly patrons, whether inside or in the immediate

outside area; monitoring for and prohibiting sales or use of illegal drugs within or about the Premises; and maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur. Licensee shall take all reasonable steps to discourage loitering in the vicinity of the Premises.

Licensee shall ensure that video surveillance covers areas where alcoholic beverages are served and/or consumed. If responsible for the video surveillance equipment, the establishment shall maintain security cameras and: (a) ensure the cameras are operational; (b) maintain footage of a crime of violence or a crime involving a gun for a minimum of 30 days; and (c) make the security footage available within 48 hours upon the request of ABRA or the Metropolitan Police Department.

9. **License Ownership and Compliance with ABRA Regulations.** Licensee promises to the ANC 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 the ANC shall have standing to ask the ABC Board to enforce any violations of the agreement.
10. **Participation in the Community.** Licensee is encouraged to maintain open communication with the ANC and the community for which the ANC acts.
11. **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 Licensee 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 filing a complaint with the ABC Board pursuant to D.C. Official Code § 25-447.



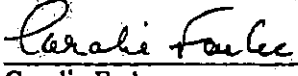
If to Licensee: SRG Waterfront, LLC t/a La Vie
88 District Square, SW
Washington, DC 20024
Attn: Naeem Mohd
Phone: 703-624-2222
e-mail: naeemmohd001@gmail.com

If to Protestant: Advisory Neighborhood Commission 6D
1101 4th Street, SW, Suite W130
Washington, DC 20024
Attn: Chair, ANC
Phone: (202) 202 554-1795
e-mail: office@ANC6D.org

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.

Social Restaurant Group, Waterfront, LLC t/a La Vie, ABRA #106046,
88 District Square, SW, Washington, DC 20024 and ANC6D, May, 2019

12. *No Protest.* Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, and in reliance thereupon, the ANC shall refrain from filing a protest of the Licensee's pending license application.

The ANC:	LICENSEE:
Chair, ANC6D  5/23/19 Gail Fast, SMD01 Date	Social Restaurant Group Waterfront, LLC t/a La Vie By:  5/23/2019 Rajiv Chakrabarti, President Date
Chair, ABC Committee, ANC6D  5/23/19 Coralie Farlee Date	Rajiv Chakrabarti, Member



ANC 6D

Southwest / Navy Yard / Buzzard Point Advisory Neighborhood Commission 6D

June 6, 2019

1101 Fourth Street, SW
Suite W 130
Washington, DC 20024
202.554.1795
Email: office@anc6d.org
Website: www.anc6d.org

Donovan Anderson, Chair
c/o Martha Jenkins, General Counsel
Alcohol Beverage Control Board
2000 14th Street, NW, Suite 4005
Washington, DC 20009

OFFICERS

Chairperson
Gail Fast

Vice Chairperson
Andy Litsky

Secretary
Rhonda Hamilton

Treasurer
Ronald Collins

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- SMD 1 Gail Fast
- SMD 2 Anna Forge
- SMD 3 Ronald R. Collins
- SMD 4 Andy Litsky
- SMD 5 Anthony Dale
- SMD 6 Rhonda Hamilton
- SMD 7 Edward Daniels

Re: WITHDRAWAL of ANC6D PROTEST of renewal of CR license and submission of updated Cooperative Agreement for Social Restaurant Group, Waterfront, LLC t/a La Vie, ABRA #106046, 88 District Square, SW, Washington, DC 20024

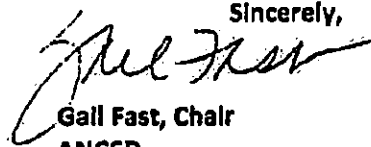
Dear Mr. Anderson:

Background: At its properly noticed Regular Meeting on May 13, 2019, with a quorum present, the Advisory Neighborhood Commission 6D voted 5 to 0 to 0 to support the updated Cooperative Agreement and 5 to 0 to 0 for the renewal of the CR license for Social Restaurant Group, Waterfront, LLC, t/a La Vie, ABRA #106046, under the condition that issues involved with the use of the licensee's catering license at the Penthouse and Cabana Bar are resolved to the satisfaction of the ANC's Chair and Vice Chair who were designated to negotiate on behalf of the ANC. Those issues were NOT resolved by the time of the petition date; thus, the ANC submitted a letter dated May 23, 2013 protesting the license renewal on the basis of Peace, Order, and Quiet.

Subsequently, the issues related to the use of the licensee's Caterer's license for events at the Penthouse and Cabana Bar have been resolved. Therefore, the ANC withdraws its protest of the renewal of the CR license for La Vie and submits the updated Cooperative Agreement which we request that the ABC Board accepts.

Please contact Dr. Coralie Farlee, cfarlee@mindspring.com, 202-554-4407, who is authorized to represent ANC6D in alcohol-related matters, or Gail Fast at (6D01@anc.dc.gov) if you have any questions or concerns.

Sincerely,


Gail Fast, Chair
ANC6D


Coralie Farlee, Chair
ABC Committee, ANC6D