

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

In the Matter of:

Planta P Street, LLC
t/a Planta Cocina

Application for a New
Retailer's Class CR License

at premises
1454 P Street, NW
Washington, D.C. 20005

License No.: ABRA-122899

Order No.: 2023-036

Planta P Street, LLC, t/a Planta Cocina, Licensee

Joe Florio, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 2F

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Bobby Cato, Member
Rafi Crockett, Member
Jeni Hansen, Member
Edward S. Grandis, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Planta P Street, LLC, t/a Planta Cocina, (Applicant), and ANC 2F entered into a Settlement Agreement (Agreement), dated December 7, 2022, that governs the operations of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson Joe Florio, on behalf of ANC 2F, are signatories to the Agreement.

Accordingly, it is this 25th day of January 2023, **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 Parties.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: 3c432b5d5d9d789c4b73c669d1dccc8

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 5470c3795234c6a861c532d2d46e2

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 259c3fcd1ba149d7f4b7b5bd7917d2c8

Bobby Cato, Member

eSigned via SeamlessDocs.com
Rafi Aliya Crockett, Member
Key: b5d5d5184d1fbd49f415debc12f81e2

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 8272f0c7c509447497b56f0c2441657

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5077bda79d8f04d0c14adeb52541ce5

Edward S. Grandis, 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 II 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

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 7th day of December 2022, by and between Planta P Street LLC t/a Planta Cocina ("Applicant") and Advisory Neighborhood Commission 2F ("ANC 2F").

RECITALS

(a) Applicant has applied for a Retailer's Class C Restaurant License, ABRA-122899, (the "License") for a business establishment ("Establishment") with a sidewalk café located at 1454 P Street, NW, Washington, D.C. (the "Premises"); and,

(b) Applicant desires to cooperate with the ANC in order to mitigate concerns related to the potential impact of operation of the Establishment on the surrounding community; and,

(c) In lieu of contested protest proceedings regarding the application for the License, the Parties wish to enter into a Settlement Agreement pursuant to D.C. Official Code § 25-446 to address such concerns:

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. Applicant will manage and operate a full-service restaurant. Any change from this model shall require prior approval by the ABC Board.

3. Interior Hours of Operation and Hours of Alcoholic Beverage Sales, Service, and Consumption. It is understood that upon expiration of the below hours of operation, no patron may remain on the interior or exterior of the Premises. Applicant's hours will not exceed the following:

Sunday–Thursday: 8:00am to 1:00am; and
Friday–Saturday: 8:00am to 2:00am.

Additionally:

- a. Applicant's kitchen facilities shall remain open with menu service until a minimum of two (2) hours prior to closing;
- b. Alcohol service shall end 30 minutes prior to the legally required end of operations as listed in Section 3; however, patrons shall be permitted to finish or consume any alcoholic beverages purchased before the end of last call until the close of business;
- c. Exceptions to the standard hours shall be granted for:
 - i. On Days designated by the ABC Board as "Extended Hours for ABC Establishments" or "Daylight Savings Time Extension of Hours," Applicant may operate for one additional hour (that is, one hour later);
 - ii. In the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours for specific occasions, such as Inauguration or World Cup, Applicant may avail itself of such extended hours; and
 - iii. On January 1 of each year Applicant may operate for one additional hour and the ANC will not object to the Applicant applying for a one-day substantial change, in accordance District law, so that it may offer Entertainment on January 1 of each year.

4. Sidewalk Cafés' Hours of Operation and Hours of Alcoholic Sales, Service, and Consumption. Applicant may have a sidewalk café in accordance with sidewalk café endorsement to its ABC license and duly issued public space permit, and may serve alcoholic beverages in such areas, provided, the capacity for each sidewalk café shall not exceed 80 seats (90 occupancy load). Any increase in such seating shall require approval of the District of Columbia Public Space Committee and approval by the ABC Board.

The Sidewalk Cafés Hours of Operation and Hours of Alcoholic Sales, Service, and Consumption Hours shall be:

Sunday - Thursday: 8:00am to 11:00pm; and
Friday - Saturday: 8:00am to 12:00am.

Applicant will inspect the sidewalk cafés regularly for compliance.

5. Noise. Applicant shall adhere to DC Code 25-725 with respect to emanation of noise from the establishment. Applicant shall undertake such measures as are reasonably required to preclude unreasonable disturbance to occupants of abutting residential properties from emanation of noise or vibration from the Establishment, including from patrons at, entering, or exiting the establishment. Applicant shall present only recorded background music. Applicant will not install any exterior speakers to the Establishment and agrees that no exterior speakers will be installed in or in any way directed to the sidewalk café.

6. Public Space and Trash. Applicant shall keep the sidewalk (up to and including the curb), tree boxes and alley free of litter, bottles, chewing gum, trash, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas daily for refuse and other materials. If necessary, Applicant shall also provide cigarette urns and cigarettes butt receptacle wherever patron gather to smoke.

Applicant will contract with a trash and recycling contractor to provide sealable container(s) for trash, food waste, and recycling designed to prevent rodent intrusion, and further agrees to keep the containers closed and sealed at all times when waste is not being disposed. Applicant's employees shall not dispose of bottles or glass into trash containers or dumpsters in a manner which creates noise audible outside of the premises after 11:00 p.m.

7. Rat and Vermin Control. Applicant will maintain a contract with a professional, licensed rat, pest, and vermin control company to provide for routine control for the interior and exterior of the premises as needed to control pests.

8. Patrons. Applicant shall take reasonable steps to prevent its patrons from causing noise or disturbances in front of, or immediately adjacent to, the Establishment during the hours of operation and as they depart at closing.

9. Agreement Available Upon Demand. A copy of this Agreement shall be kept on the premises and made available to law enforcement officers and Alcoholic Beverage Regulatory Administration inspectors immediately upon request.

10. Compliance with ABRA Regulations. Applicant shall abide by applicable Alcoholic Beverage Administration (ABRA) regulations regarding ownership of the License.

11. Participation in the Community. Applicant is encouraged to send a representative from time to time to meetings of the ABRA Policy Committee of ANC 2F. Participation in such meeting promotes open lines of communication, neighborhood involvement, and awareness of current ABRA issues. Dates and times can be found at www.ANC2F.org.

12. License Ownership. Applicant agrees not to transfer or sell the license to any other entity before obtaining approval from the Alcohol Beverage Control Board. Applicant agrees to specifically notify any prospective transferee of the existence of this Agreement and to provide them with a copy.

13. Binding Effect. This Agreement shall be binding upon and enforceable against the successors and assigns of Applicant.

14. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. Notice and Opportunity to Cure. In the event that either party believes that the other materially breached any obligations under this Agreement, such party shall give written notice to the other of the existence of the breach and the specific nature thereof. The party alleged to be in breach shall have fourteen (14) days from the receipt of notice to cure the alleged breach (or if the breach shall relate to excessive noise or disturbance, the lesser of 72 hours or such shorter period as may be reasonable under the circumstances to immediately restore peace, order and quiet).

If the breach is not cured within the notice period—or, with respect to a breach which reasonably requires more than fourteen (14) days to cure, efforts to cure the breach have not been commenced—failure shall constitute a cause of filing a complaint with the ABC Board.

In the case of a continuing violation, no notice or opportunity to cure need be provided for subsequent violations of this Agreement, following the initial provision of notice. Any notices required to be made under this Agreement shall be in writing and sent either via e-mail or U.S. mail, postage prepaid, to the parties to this Agreement at the addresses below. Notice shall be deemed given as of the time of receipt or refusal of receipt.

If to Applicant: Planta P Street LLC
 1454 P Street, NW
 Washington, DC 20005
 Attn: Nicole Hope, Director of Projects
 Nicole.hope@plantahq.com

If to the ANC: Advisory Neighborhood Commission 2F
 5 Thomas Circle, NW
 Washington, DC 20005
 ANC2FOffice@gmail.com

Either party may change its notice address by written notice to the other. 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.

[signatures on following page]

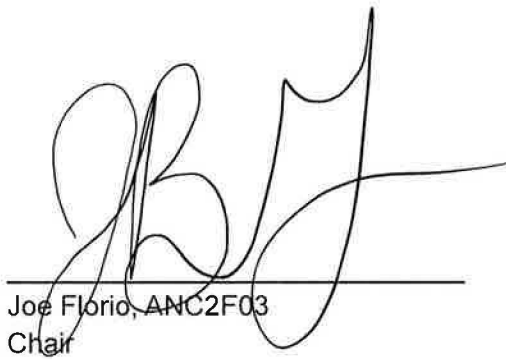
ADVISORY NEIGHBORHOOD COMMISSION 2F

By: _____
John Guggenmos, Chair

PLANTA P STREET LLC

By: Planta FS Holdings LLC, Sole Member
By: CHG US Holdings LLC, Sole Member

By: _____
Steven E. Salm, President



Joe Florio, ANC2F03
Chair