

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

In the Matter of:)	
)	
700 Wine, LLC)	
t/a The Eastern)	
)	
Applicant for a New)	License No.: ABRA-112356
Retailer's Class CT License)	Order No.: 2019-110
)	
at premises)	
700 Pennsylvania Avenue, SE)	
Washington, D.C. 20003)	
)	

700 Wine, LLC, t/a The Eastern (Applicant)

Chander Jayaraman, 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 700 Wine, LLC, t/a The Eastern (Applicant), Applicant for a new Retailer's Class CT license, and ANC 6B have entered into a Settlement Agreement (Agreement), dated February 12, 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 Chairperson Chander Jayaraman, on behalf of ANC 6B, are signatories to the Agreement.

Accordingly, it is this 27th day of February, 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.

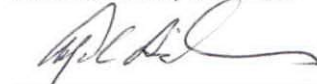
District of Columbia
Alcoholic Beverage Control Board



Donoyan Anderson, Chairperson

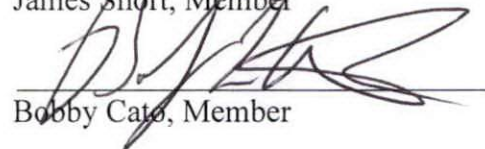


Nick Alberti, Member



Mike Silverstein, Member

James Short, 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
700 Wine, LLC d/b/a The Eastern

Pursuant to this Settlement Agreement, ("Agreement"), by and between 700 Wine, LLC (d/b/a The Eastern) ("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 the Applicant's business located at 360 7th 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 new Retailers' Class "CT" Tavern" License (ABRA-112356) ("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 about the Premises; 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. Nature of the Business. Applicant will manage and operate a full-service seated restaurant ("Establishment") at the Premises. Applicant currently seeks a total seating for up to 85 patrons, inclusive of 55 indoor seating and up to 30 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.
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:

Applicant's hours of sales, service, and consumption of alcohol inside the Establishment shall be as follows:

Sunday through Thursday:	9:00 a.m. – 2:00 a.m.
Friday and Saturday:	9:00 a.m. – 3:00 a.m.

Applicant's hours of hours of sales, service, and consumption of alcohol within the Sidewalk Café shall be as follows:

Sunday through Wednesday: 9:00 a.m. – 11:30 p.m.
Thursday: 9:00 a.m. – 12 Midnight
Friday and Saturday: 9:00 a.m. – 1:00 a.m. (recognizing that there are no residents directly above or across the street from the Establishment)

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. 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, and shall remove litter and debris on not less than a daily basis, weather permitting. If necessary, Applicant shall provide exterior receptacles for extinguishing and disposing of smoking materials, and such supplemental refuse disposal receptacles as may be reasonably required to contain and minimize public disposal of waste and litter originating from the Premises.

5. Refuse Storage and Disposal. Applicant agrees to coordinate with the building owner or property management company (Eastbanc) to adhere to the following conditions with respect to waste disposal, trash management, and the sanitary maintenance of the trash storage area.

- a. Applicant shall dispose of non-grindable garbage, recyclable and non-recyclable trash in sealed bags that are placed in appropriate receptacles provided by Eastbanc;
- b. No garbage or recyclables may be placed in trash receptacles in any manner that would prevent the full closure of the receptacles;
- c. Applicant will notify Eastbanc of any grease and/or recycling spills as soon as practicable after they occur;
- d. Applicant will notify Eastbanc of any receptacles used for grease, garbage, recyclable trash and waste that are damaged, leaking, or that become bent or warped such that they are no longer rodent-proof and request that they be repaired or replaced; and
- e. Applicant shall not permit its employees to smoke within the loading dock or in nearby alleys.

6. Noise Mitigation. Applicant shall not create objectionable noises and sounds, that are publicly audible or emitted beyond the curbside at the front of the Establishment. Applicant agrees

to keep its doors closed when music is being played at the Establishment recognizing that sound may briefly be audible during ingress and egress of customers. However, it is understood by the parties that Applicant may open its doors 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 opening of the Establishment's entry doors.

8. Pest Control & Sanitation. 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. 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 is encouraged to join in any coordinated effort with adjacent Establishments or Eastbanc to address any rodent issues regardless of the source of such issues.

9. Deliveries, Parking & Storage. Applicant will notify all commercial third-party vendors who deliver goods and supplies to the Establishment to utilize the building's loading dock or designated loading zones during deliveries. To the extent practicable, Applicant shall discourage large commercial delivery vehicles from utilizing street parking and inform drivers of nearby commercial loading zones. Applicant shall not store or place any kegs, bottles, foodstuffs, palettes of materials, or other consumable goods of any type outside the Premises.

10. Security Cooperation in Stemming Loitering & 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 the sale or use of illegal drugs within the Establishment and, as necessary, maintain contact and cooperate with MPD and other enforcement officials to mitigate the prospect of drug sales within the Establishment.

11. Compliance with Agency Regulations. Applicant understands, agrees, and promises that they will maintain compliance with all laws and regulations of the District of Columbia at all times. Specifically, Applicant will ensure strict adherence to ABRA, Department of Consumer and Regulatory Affairs (DCRA), Department of Health (DOH), and other applicable D.C. 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 the Applicant 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:

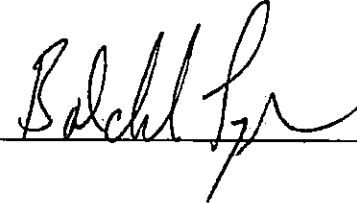
700 Wine, LLC d/b/a The Eastern
ABRA# 112356
360 7th Street, SE
Washington, DC 20003
Mike Schuster, Member

Signature: 

Date: 2/12/19

ANC 6B:

Advisory Neighborhood Commission 6B
921 Pennsylvania Avenue, SE
Washington, DC 20003
Chander Jayaraman, Chairperson

Signature: 

Date: 2/12/19