

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

<b>In the Matter of:</b>	)	
	)	
Good Food, LLC	)	
t/a Lavagna	)	
	)	
Holder of a	)	License No. ABRA-086529
Retailer's Class CR License	)	Order No. 2016-395
	)	
at premises	)	
539 8th Street, S.E.	)	
Washington, D.C. 20003	)	
	)	

Good Food, LLC, t/a Lavagna (Licensee)

Kirsten Oldenburg, Chairperson, Advisory Neighborhood Commission (ANC) 6B

**BEFORE:** Donovan Anderson, Chairperson  
Nick Alberti, Member  
Mike Silverstein, Member  
Ruthanne Miller, Member  
James Short, Member

**ORDER ON SETTLEMENT AGREEMENT**

The official records of the Alcoholic Beverage Control Board (Board) reflect that Good Food, LLC, t/a Lavagna (Licensee), and ANC 6B have entered into a Settlement Agreement (Agreement), dated May 30, 2016, that governs the operation of the Licensee's establishment.

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

Accordingly, it is this 22nd day of June, 2016, **ORDERED** that:

1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modifications:

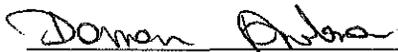
Section 6 (Noise and Odor Mitigation) – The third and fourth sentence shall be modified to read as follows: “Applicant agrees to keep its doors and windows closed when music is being played at the establishment, but may open its window panels during such times, provided that the music is not audible beyond the street curbside.”

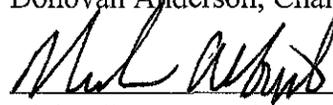
Section 11 (Compliance with Agency Regulations) – This Section shall be modified to read as follows: “Applicant understands, agrees, and promises that they will maintain compliance with all laws and regulations of the District of Columbia at all times. Specifically, Applicant will ensure strict adherence to ABRA, Department of Consumer and Regulatory Affairs (DCRA), Department of Health (DOH), 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.”

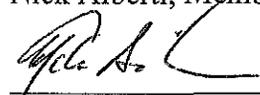
The parties have agreed to these modifications.

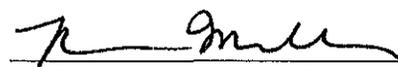
2. This Settlement Agreement replaces and supersedes previous Settlement Agreements between the parties; and
3. Copies of this Order shall be sent to the Licensee and ANC 6B.

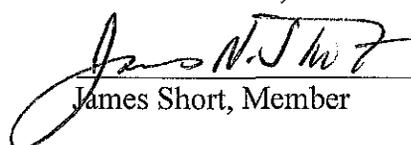
District of Columbia  
Alcoholic Beverage Control Board

  
\_\_\_\_\_  
Donovan Anderson, Chairperson

  
\_\_\_\_\_  
Nick Alberti, Member

  
\_\_\_\_\_  
Mike Silverstein, Member

  
\_\_\_\_\_  
Ruthanne Miller, Member

  
\_\_\_\_\_  
James Short, 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 14<sup>th</sup> 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  
Good Food, LLC  
d/b/a Lavagna

Pursuant to this Settlement Agreement, ("Agreement"), by and between Good Food, LLC (d/b/a Lavagna), ("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 conduct of business located at 539 8<sup>th</sup> 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 Class "C" Restaurant License (ABRA-086529) ("License"); and,

WHEREAS Applicant has applied before ABRA to effect, and is seeking its approval of, a new License for the Premises; and,

WHEREAS, Applicant and ANC 6B 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 alley immediately behind 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. Agreement may only be modified by written agreement of all the parties or their successors, or otherwise in accordance with law.

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 restaurant ("Establishment") with a Sidewalk Café endorsement at the Premises. Applicant shall limit its total seating to no more than the number of patrons as set forth in its License. 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 and Sales. The Applicant's hours of operation and alcoholic beverage sales 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 Operation for the interior portion of the Premises shall be as follows:

Sunday through Saturday: 10:00 a.m. – 12:00 midnight.

Applicant's hours of Operation for the Sidewalk Cafe shall be as follows:

Sunday through Thursday: 10:00 a.m. – 11:00 p.m.

Friday and Saturday 10:00 a.m. - 12:00 midnight.

Provided, however, (1) on days designated by the DC ABC Board as "Extended Hours for ABC Establishments," Applicant may serve alcoholic beverages for one additional hour solely as to inside sales and operations; (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 solely as to inside operations; and, (3) on January 1 of each year Applicant may serve alcoholic beverages and provide entertainment until 3:00 a.m. Applicant must submit, as required by regulation, any forms or document to the authorizing agency for such extended hours.

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 Sidewalk Café. The Applicant shall cause the area extending from the Sidewalk Café to the curb on the side of the Establishment to be regularly swept and shall remove litter and debris on not less than a daily basis, weather permitting.

5. 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 grindable food wastes produced. Non-recyclable waste and recyclable trash (glass, plastic, cardboard and metal cans that have been rendered free to organic materials) shall be disposed of in sealed bags that are placed in appropriate receptacles capable of being sealed with closing lids and otherwise designed for that purpose.

Applicant shall utilize and maintain rodent proof waste and trash containers (receptacles) at the rear of the Premises with sufficient capacity to store all non-grindable garbage and recyclable trash and non-recyclable waste. To the maximum extent permitted by local law and regulation, all grease related to the Establishment will be stored in the interior of the Premises in a receptacle designed to store such grease, and shall be removed from the Premises only for purposes of removal and disposal through a qualified third-party vendor and even then only for so long as is reasonably required to effect such removal and disposal.

Applicant agrees to adhere to the following conditions with respect to garbage and trash management, including disposal of and the sanitary maintenance of the exterior trash receptacle.

- a. Applicant shall contract with third party sanitation or waste management and recycling vendor(s) to collect garbage and non-recyclable waste three (3) days per week and recycling a minimum of three (3) days per week (or such more frequent schedules as may be necessary to prevent the receptacles from exceeding their capacity).
- b. Applicant will ensure timely waste disposal and use its best efforts to schedule a time for pickup that is the least disruptive to the neighbors. Garbage, recyclable, and grease collections shall not occur between the hours of 10:00 p.m. and 9:00 a.m. on weekdays or 10:00 p.m. and 10:00 am on weekends. No glass shall be placed in any exterior receptacle nor otherwise disposed between 10:00 p.m. and 7:00 a.m. Any glass material needing to be recycled or otherwise disposed of during this timeframe shall be stored inside Applicant's establishment until at least 8:00 a.m. the following day.
- c. Applicant shall not place any non-grindable garbage, recyclable and non-recyclable trash in exterior trash receptacles in any manner that would prevent the full closure of the receptacles.
- d. All receptacles (for garbage trash and waste) shall be secured with lids (as per their design), including while within the trash storage area and while being hauled to and from sanitation trucks.

- e. 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 shall be promptly repaired or replaced. All such containers shall conform to then-existing regulations or guidelines of any District of Columbia governmental agency having the authority or jurisdiction to prescribe such regulations or guidelines.
  - f. Applicant will daily check the full area around the trash receptacles and pick up or hose down any debris or liquid waste left behind after garbage, grease or recycling receptacles have been emptied.
  - g. Garbage, grease and/or recycling spills shall be cleaned up as soon as practicable after they occur. Any leak or spillage of grease shall be promptly cleaned utilizing standard industry practices such as solvents and power washing for such uncontained grease.
  - h. Applicant shall power-wash the area around the trash receptacles and all receptacles no less often than once every two weeks. However, no 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 12:00 noon on weekends.
  - i. Any receptacle for recyclables or restaurant supplies such as pallets or kegs will be placed on private property, and not on public space, and shall be located such that it does not block access to the rear door of the Premises or encroach on the abutting property. Linens may be maintained in an appropriately secured and sealed bin exterior to the Premises.
  - j. Applicant shall cooperate and permit inspection of the Premises by any authorized District of Columbia governmental entity or agency acting pursuant to its official function and purpose, as may be reasonable and/or required by law or regulation, pursuant to ABRA regulations or other governmental function.
  - k. Should Applicant, during the term of this Agreement, commence or determine to commence any renovation, reconstruction, upgrade, or remodeling of the Premises, such that (i) plans and permit applications are required to be submitted to the District of Columbia government and (ii) the work involves major renovation, reconstruction, or remodeling of the interior of the Premises that includes the Establishment's kitchen and/or food preparation areas or other non-public space, then Applicant will designate space and incorporate an interior trash room of sufficient size and capacity into any such plans and construction. This trash room will comply with DOH regulations and be henceforth exclusively utilized for storing all grease, garbage and non-recyclable trash
6. Noise and Odor 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 agrees to keep its doors and windows closed when music is being played at the establishment. However, it is understood by the parties that music may be played at such times and 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.

Applicant will take all reasonable steps necessary to mitigate noise emanating from mechanical equipment associated with Applicant's operations (e.g. HVAC, grease fan) and comply with applicable DCMR provisions, prevent an increase in existing sound level from such equipment, and minimize or abate noises objectionable to residential neighbors. 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). Noise mitigating actions may include installation of sound absorbing and

sound dampening materials on the roof between the HVAC and kitchen equipment and the residential properties along the rear of the Premises. Sound absorbing and dampening material will be sufficient to reduce noise to levels that meet DCMR noise regulations at the rear property line.

Applicant shall use its best efforts to control and mitigate any odor emanating from the Premises and/or from any exterior waste storage receptacle related to the Establishment. These efforts shall include but not be limited to, installing and maintaining high efficiency grease extracting kitchen exhaust ventilation and filtering systems for any cooking facilities within the Premises, of sufficient design and capacity as to reduce the external emission of any odors arising from food preparation or disposal at the Establishment by at least 97% of the total mass emitted grease particles and having functional efficiency of 60% greater of grease particles emitted two microns in size and larger.

7. Rat and Vermin 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 for the Premises including any and all interior or exterior trash storage areas or receptacles and the exterior area immediately adjacent to the Premises. Applicant shall not store or place foodstuffs, organic materials, or other consumable goods of any type outside the Premises prior to use. Any leak or spillage of grease shall be promptly cleaned utilizing standard industry practices such as solvents and power washing for such uncontained grease, and any damaged or leaking containers shall be promptly repaired or replaced.

8. Maintenance of Public Space Adjacent to the Premises. Applicant shall maintain the public space adjacent to and in front of the Premises in a clean and orderly manner, and not cause or permit storage of any refuse, foodstuffs, perishable or odiferous materials in or adjacent to the Premises. The Applicant shall cause the area extending from the front door(s) to the curb and from the sidewalk café to the curb on the front of the Establishment to be regularly swept, and shall remove litter and debris on not less than a daily basis, weather permitting. Applicant shall regularly inspect and clean as necessary any public area adjacent to the rear of the Premises and keep such area free of trash, smoking materials, and other debris, and shall direct its employee to not utilize such area for smoking or other activities, nor to gather or congregate on public space in the alley during breaks or following work hours.. 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 trash and litter originating from the Premises.

9. Delivery of Vendor Shipments. Applicant shall use its best efforts to direct and require that any third-party vendor deliveries of food, beverage, supplies, linens or similar items are made utilizing access to the Premises located along Eighth Street SE, and not utilizing the alley behind the Premises, but only to the extent such deliveries otherwise occur during hours when "delivery zone" or similar restrictions permit such delivery vehicles to lawfully park or stand on the block of Eighth Street SE within reasonable proximity to the Premises.

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. Violations of DC Agency regulations shall constitute a violation of this Agreement. Should ANC6B determine that it believes there has been a violation of this provision of the Agreement, it shall provide written notice of

such purported violation or pattern of violations to Applicant via electronic mail, [info@lavagnadc.com](mailto:info@lavagnadc.com), prior to making formal complaint to ABRA or any other District of Columbia governmental agency.

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

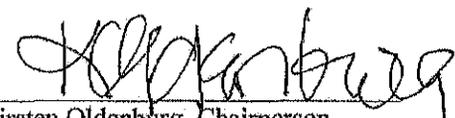
Applicant:

Stephen Cheung  
Managing Partner  
ABRA# -086529  
Good Food, LLC  
d/b/a Lavagna  
539 8<sup>th</sup> Street, SE  
Washington, DC 20003

Signature: 

Date: May 19, 2016

ANC6B:

  
Kirsten Oldenburg, Chairperson  
Advisory Neighborhood Commission 6B  
921 Pennsylvania Avenue, SE  
Washington, DC 20003

Date: 5-30-16



May 30, 2016

921 Pennsylvania Avenue SE  
Washington, DC 20003-2141  
6B@anc.dc.gov  
202-546-8542

Donovan Anderson, Chair  
Alcoholic Beverage Control Board  
2000 14<sup>th</sup> Street NW, Suite 400S  
Washington, DC 20009

**OFFICERS**

Chair  
*Kirsten Oldenburg*

Vice-Chair  
*Nick Burger*

Secretary  
*Daniel Chao*

Treasurer  
*Diane Hoskins*

Parliamentarian  
*Denise Krepp*

VIA E-MAIL: [abra.legal@dc.gov](mailto:abra.legal@dc.gov)

RE: ABRA-086529—Lavagna, 539 8<sup>th</sup> Street SE, renewal of Class C  
Restaurant license

Dear Mr. Anderson:

At its regularly scheduled, properly noticed meeting on May 10, 2016, with a quorum present, Advisory Neighborhood Commission (ANC) 6B voted 8-0-0 to support the above-referenced ABC license renewal.

For your review and approval, please find attached a Settlement Amendment, which was executed by both parties.

Please contact Commissioner Chander Jayaraman, ANC 6B's Alcohol Beverage Control Committee Chair, at 202-546-2609 or [chander6b08@anc6b.org](mailto:chander6b08@anc6b.org) if you have questions or need further information. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Kirsten Oldenburg". The signature is written in a cursive, somewhat stylized script.

Kirsten Oldenburg  
Chair

Attachment

**COMMISSIONERS**

SMD 1 *Jennifer Samolyk*

SMD 2 *Diane Hoskins*

SMD 3 *James Loots*

SMD 4 *Kirsten Oldenburg*

SMD 5 *Steve Hagedorn*

SMD 6 *Nick Burger*

SMD 7 *Daniel Chao*

SMD 8 *Chander Jayaraman*

SMD 9 *Daniel Ridge*

SMD 10 *Denise Krepp*