

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

In the Matter of:

Coffee House Holdings, Inc.
t/a Starbucks Coffee #7610

Holder of a
Retailer's Class DR License

at premises
237 Pennsylvania Avenue, S.E.
Washington, D.C. 20003

License No. ABRA-100610
Order No. 2016-005

Coffee House Holdings, Inc., t/a Starbucks Coffee #7610 (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

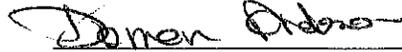
The official records of the Alcoholic Beverage Control Board (Board) reflect that Coffee House Holdings, Inc., t/a Starbucks Coffee #7610 (Licensee), and ANC 6B have entered into a Settlement Agreement (Agreement), dated November 13, 2015, that governs the operation of the Licensee's establishment.

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.

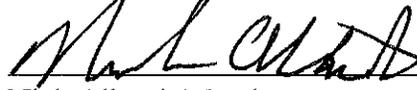
Accordingly, it is this 6th day of January, 2016, **ORDERED** that:

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; and
2. 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 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

COFFEE HOUSE HOLDINGS, INC.
d/b/a Starbucks Coffee 7610

Pursuant to this Settlement Agreement, ("Agreement"), by and between Coffee House Holdings, Inc. (d/b/a Starbucks Coffee 7610) ("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 Agreement, superseding and replacing all previous agreements with respect to Applicant as it relates to its application for a Class "DR" License (ABRA-100610) ("License"), now pending before the District of Columbia Alcoholic Beverage Regulatory Administration ("ABRA"), for conduct of business located at 237 Pennsylvania Avenue, SE, Washington, DC 20003 ("Premises").

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

WHEREAS Applicant and ANC6B wish to voluntarily and mutually memorialize the terms and conditions upon which ANC6B has agreed to support the Applicant's License, pursuant to the provisions of D.C. Code § 25-446, for the operation and maintenance of Applicant's business in such a manner as to further promote the security, sanitation, peace, order and quiet of the neighborhood in a manner that ANC6B deems to be in the best interests of the neighborhood; and

WHEREAS ANC6B hereby supports the Applicant's License upon the agreement of Applicant to execute and abide by the terms and conditions hereof;

It is THEREFORE AGREED AND RESOLVED as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Nature of the Business. The Applicant will manage and operate at the Premises its Class DR license as a coffee shop/ restaurant ("Establishment"). The Applicant currently seeks a total seating for up to 74 patrons, inclusive of 60 indoor seating and 14 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 and Public Space Permit.
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 shall be as follows:

Sunday through Saturday: 5:00 a.m. – 11:00 p.m.

Applicant's sale of alcohol within and operation of the Sidewalk Cafe shall be as follows:

Monday through Friday: 2:00 p.m. – 11:00 p.m.
Saturday and Sunday: 12:00 p.m. – 11:00 p.m.

4. Requirements for Operation of Sidewalk Café. The 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 Cafe 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, Disposal and Sanitation. Applicant agrees to adhere to the following conditions with respect to trash management, disposal, and the sanitary maintenance of the trash storage area. If the undertakings provided in this Agreement prove inadequate to render the trash storage area of the Premises significantly free of rodent activity, Applicant shall in good faith and with diligence explore and implement, to the extent legally permitted, escalated measures, including, without limitation, installation of a trash and recycling compactor, engagement of a more effective trash, refuse and recycling handler and/or construction of an enclosed trash storage structure extending into the present open trash storage area at the rear yard of the Premises and connected to the existing structure by an interior doorway.

- a. Garbage shall be collected a minimum of six (6) days per week and recycling a minimum of six (6) days per week (or such more frequent schedules as may be reasonably necessary to prevent the receptacles from exceeding their capacity). Applicant shall in good faith explore securing seven (7) days per week collection of both trash and recycling with a local firm offering such seven (7) day service;
- b. Garbage, recyclable, and grease collections shall not occur before 7:00 a.m. or after 10:00 p.m.;
- c. No recyclable and non-recyclable trash shall be disposed of into the exterior trash receptacles or placed in the trash storage area after sunset or before 7 a.m.;
- d. Applicant shall provide the garbage and recycling companies with keys to the trash storage area or otherwise ensure direct access for purposes of removing refuse from the trash storage area;
- e. All garbage and recyclables shall be placed within receptacles that are in the trash storage area only. Provided, however, that after sunset, Applicant will retain and store within the physical structure of the Premises all garbage and recycling generated or collected at the Establishment; and,
- f. At no time shall Applicant's staff place any volume of trash or recycling in receptacles which shall result in an inability to securely close the lids to such receptacles. At no time shall Applicant's staff place trash or recycling on the ground or on the closed lids of receptacles. All receptacles shall remain secured with lids (as per their design), including while within the trash storage area and while being hauled to and from sanitation trucks.

Exterior doors to the trash storage area shall remain closed unless refuse is being hauled to sanitation trucks;

- g. Applicant shall not store or place any kegs, bottles, foodstuffs, palettes of materials, or other consumable goods of any type outside the Premises or in the trash storage area. Any leak or spillage of grease or greasy food dribble 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.
- h. All receptacles used for garbage or recyclables shall be maintained in good repair, safe and sanitary condition. Applicant shall have the present trash and recycling receptacles replaced within seven (7) days of the date of this Agreement, and at least quarterly (or more frequently, if required) thereafter to ensure that said receptacles remain serviceable and rodent-proof.
- i. Applicant's managerial staff shall inspect the outdoor trash storage area on a scheduled basis (currently scheduled for multiple times per day) to ensure cleanliness and good order. The outdoor trash storage area shall be swept clean daily. Applicant's staff shall be trained in reducing the cubic volume of trash and recycling generated (such as by breaking down cardboard boxes and squeezing air out of trash bags). Garbage and recycling spills shall be cleaned up as they occur. Applicant's managerial staff shall be trained to call for additional trash or recycling collection as necessary to ensure cleanliness and good order;
- j. At sunrise, or prior to opening, whichever is later, Applicant shall ensure that no debris was left within or outside of the trash storage area and that the trash storage area gates are properly shut and secure;
- k. The applicant shall, weather permitting, power wash the trash storage area and receptacles weekly, or more often as necessary to prevent accumulation of food or grease film on the floor of the trash storage area or on the receptacles. In the event that in-house power washing does not prove adequate to eliminate such accumulation, commercial power washing shall be employed on an as needed basis. When power washing the trash storage area, Applicant and commercial contractor shall take such measures as necessary to prevent runoff on to adjacent properties; and,
- l. The Applicant shall cooperate and permit inspection of the Premises, including but not limited to the trash storage area, as may be reasonably requested by any District of Columbia governmental entity including the ANC Commissioner representing that area;

6. Noise, Odor and Emission Control. To the maximum extent practicable, no loud noises, objectionable sounds, foul odors, or other conditions shall be created or permitted by Applicant to be publicly observable or emitted beyond the immediate proximity of the Premises. Applicant will take all reasonable steps necessary to mitigate noise emanating from mechanical equipment associated with the Applicant's operations (e.g. air conditioning unit, grease fan) -- including installing sound-mitigating insulating material around the equipment, if necessary -- to comply with applicable DCMR provisions, prevent an increase in existing sound level from such equipment, and minimize or abate noises reasonably objectionable to residential neighbors. This shall include installation and maintenance of sound dampening materials on the Premises and use

of materials sufficient to eliminate noise or vibration from penetrating the abutting building arising from ordinary and customary usage of the Premises.

7. Sanitation and Pest Control. Applicant shall maintain in force a contract for a comprehensive plan for pest control that includes regular and recurring trapping, baiting or similar rodent abatement procedures for the trash storage area and Premises. Commencing immediately, Applicant shall contract for daily pest control inspection and treatment services by a qualified and licensed provider. Inspections will occur at various times of the day including in the morning prior to the trash storage area being cleaned. If five (5) consecutive daily inspections reveal no evidence of current or overnight rodent activity, inspections and treatment will be reduced to three (3) times per week. After one (1) additional week of inspections without evidence of current rodent activity, the frequency of inspections and treatment will be reduced to weekly. After an additional one (1) week of the absence of current rodent activity, the frequency of inspections and treatment shall be reduced to bi-weekly and shall so remain at that level; provided that, if at any time during the forgoing inspection cycles, evidence of renewed rodent activity is detected, the daily/thrice-weekly/weekly/bi-weekly inspection and treatment cycle shall commence anew.

8. Restrictions on Use of Points for Access/Egress. Applicant shall not cause or permit deliveries of food or supplies to be made through the side entrance to the Premises in the trash storage area, and shall exclusively utilize the front door(s) for this purpose. Applicant shall not permit its employees to take breaks within the rear yard or trash storage area, nor use the doorway to the trash storage area for any access or egress except in case of emergency or for purposes of facilitating third-party trash, recycling or grease disposal or for power washing the trash storage area or sidewalk outside of the trash storage area.

9. 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. Applicant shall cause the area extending from the front door(s) to the curb and from the sidewalk café to the curb on the side of the Establishment to be regularly swept, power-washed, and shall remove litter and debris on not less than a daily basis, weather permitting. Applicant shall provide such supplemental refuse disposal receptacles as may be reasonably required to contain and minimize public disposal of trash and litter originating from 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 ABRA Regulations. Applicant promises 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 licenses.

12. Agreement Otherwise in Full Force and Effect. Except as otherwise explicitly provided herein, the most recent Agreement shall remain in full force effect until the approval of this Agreement which shall constitute the agreement between the parties. The Agreement may only be modified by written agreement of all the parties or their successors, or otherwise in accordance with law.

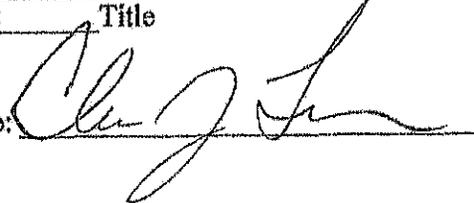
[signature page follows]

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

Applicant:

Coffee House Holdings, Inc (d/b/a Starbucks Coffee 7610)
ABRA# 600110
237 Pennsylvania Avenue, SE
Washington, DC 20003

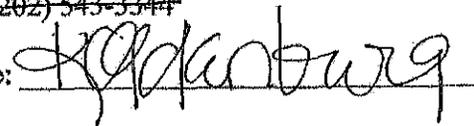
Clarice Turner Name of Person Authorized to Sign
President Title

Signature: 

Date: 11/12/15

ANC:

Advisory Neighborhood Commission 6B
921 Pennsylvania Avenue, SE
Washington, DC 20003
Kirsten Oldenburg, Chairperson
Phone: ~~(202) 543-3344~~

Signature: 

Date: 11-13-15

ANC 6B

Capitol Hill / Southeast

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

November 16, 2015

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

OFFICERS

Chair
Kirsten Oldenburg
Vice-Chair
Brian Flahaven
Secretary
Daniel Chao
Treasurer
Diene Hoskins
Parliamentarian
Denise Krepp

VIA E-MAIL: abra.legal@dc.gov

RE: ABRA-100610, Coffee House Holdings, Inc. (Starbucks #7610), 237
Pennsylvania Avenue SE, new Retailer's Class D Restaurant license

Dear Mr. Anderson:

At its regularly called, properly noticed meeting on November 10, 2015, with a quorum present, Advisory Neighborhood Commission 6B (ANC 6B) voted 7-1-2 to support the above-referenced request.

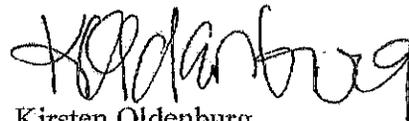
For your review and approval, please find attached a Settlement Amendment, which was executed by both parties.

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

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 *Brian Flahaven*
SMD 10 *Denise Krepp*

Sincerely,



Kirsten Oldenburg
Chair

Attachment