

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

In the Matter of:)
)
Coffee House Holdings, Inc.)
t/a Starbucks Coffee #7877)
)
Applicant for a New)
Retailer's Class DR)
)
at premises)
1801 Columbia Road, N.W.)
Washington, D.C. 20009)
)

Case No. 15-PRO-00116
License No. ABRA-100595
Order No. 2015-590

Coffee House Holdings, Inc., t/a Starbucks Coffee #7877 (Applicant)

Ted Guthrie, Commissioner, Advisory Neighborhood Commission (ANC) 1C

Denis James, President, Kalorama Citizens Association (KCA)

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

**ORDER ON SETTLEMENT AGREEMENT
AND WITHDRAWAL OF ANC 1C'S PROTEST**

The Application filed by Coffee House Holdings, Inc., t/a Starbucks Coffee #7877, for a new Retailer's Class DR License, was protested by ANC 1C.

The official records of the Board reflect that the Applicant, ANC 1C, and KCA entered into a Settlement Agreement (Agreement), dated December 2, 2015, that governs the operation of the Applicant's establishment.

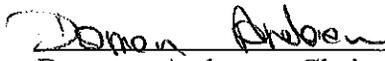
The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant; Commissioner Ted Guthrie, on behalf of ANC 1C; and Denis James, on behalf of KCA; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 1C of this Application.

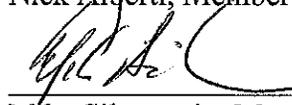
Accordingly, it is this 16th day of December, 2015, **ORDERED** that:

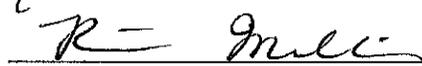
1. The Application filed by Coffee House Holdings, Inc., t/a Starbucks Coffee #7877, for a new Retailer's Class DR License, located at 1801 Columbia Road, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 1C in this matter is hereby **WITHDRAWN**;
3. The above-referenced Settlement Agreement submitted by the Parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Applicant, ANC 1C, and KCA.

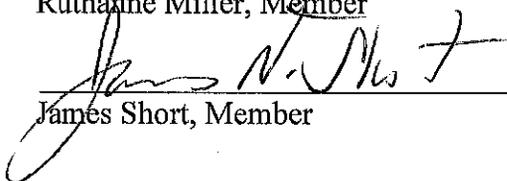
District of Columbia
Alcoholic Beverage Control Board


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

AGREEMENT, made this 2nd day of December 2015, by and between Coffee House Holdings, Inc. (hereinafter "Applicant"), Advisory Neighborhood Commission IC (hereinafter "ANC IC"), and the Kalorama Citizens Association (hereinafter "KCA"), witnesseth:

Whereas, Applicant has applied for a class D license (No. 100595) for its existing restaurant, located at 1801 Columbia Road, NW, Washington, DC, 20009.

Whereas, the parties desire to enter into an Agreement whereby Applicant will agree to adopt certain measures to address the concerns of ANC IC and KCA and to include this Agreement as a formal condition of its application, and ANC IC and KCA will agree to the approval of such license provided that such Agreement is incorporated into the Board's order approving such application,

Now, therefore, in consideration of the mutual covenants and undertakings memorialized herein, the parties hereby agree as follows:

1. Nature of Establishment

At all times, the Applicant shall operate with the primary purpose of coffee and food preparation and consumption. Applicant shall maintain a menu featuring, but not limited to, a selection of hot, cooked food items. Menus with food selections will be offered to patrons. The kitchen shall be staffed and maintained with sufficient food supplies and remain open and operational until one (1) hour prior to closing.

2. Entertainment

The parties agree and acknowledge that Applicant has not applied for an Entertainment Endorsement on this license.

3. Hours of Operation

Monday through Friday: 5:30am – 11:00pm

Saturday and Sunday: 6:00am – 11:00pm

Hours of Beer and Wine Service

Monday through Friday: 2:00pm – 11:00pm

Saturday and Sunday: 12:00pm- 11:00pm

Hours of Sidewalk Café:

Monday through Friday 5:30am – 11:00pm

Saturday and Sunday 6:00am – 11:00pm

4. Occupancy

Interior capacity seating will not exceed the interior seating capacity as specified in the Certificate of Occupancy: 31 seats. The total occupancy load will not exceed 48 as specified in the Certificate of Occupancy. The total number of Summer Garden seats

will not exceed 16.

5. Noise

Applicant acknowledges familiarity with and agrees to comply with all applicable noise-control provisions of District of Columbia law and regulations, including, but not limited to:

- a.) Preventing emissions of sound, capable of being heard outside the premises, by any amplification device or other device or source of sound or noise, in accordance with D.C. Official Code section 25-725. Further the Applicant agrees to abide by all relevant provisions of the D.C. Noise Control Act of 1977 (D.C. Law 2-53), including 20 DCMR, Chapters 27 and 28, as amended.
- b.) The doors and windows of the premises will be kept closed at all times during business hours when music is being played, or a sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress to or egress from the premises.
- c.) Applicant agrees not to place outside in the public space any loudspeaker, tape player, CD player or other similar device, or to place any inside speaker in such a way that it projects sound into the public space.
- d.) Amplified sound from inside will not be audible at surrounding residential housing areas.

6. Trash/Garbage/Rodents

- a.) Applicant shall deposit trash in the gated exterior trash area at the rear of the building in which the restaurant is located and maintain regular trash/garbage removal service (minimum 5 days per week). Applicant shall deposit trash and garbage only in rodent-proof containers, and shall see that container covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant will make every reasonable effort to eliminate food sources for rodents and help eliminate the rat population.
- b.) Applicant agrees to segregate and recycle bottles and glass refuse from trash and agrees to make reasonable efforts to minimize noise associated with the disposal of bottles and glass refuse in the trash containers between the hours of 11:00 p.m. and 8:00 a.m.
- c.) Applicant agrees not to place or cause to be placed any fliers, handbills or other similar advertisements in the public space, specifically on lampposts, street signs or any vehicle parked in the public space.
- d.) Applicant does not cook with grease and does not generate grease requiring disposal.

7. Exterior including public space

- a.) Applicant shall assist in the maintenance of the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulations in these respects.

8. Third Party Events

Applicant agrees to operate the establishment under the terms of its license and will not rent out the establishment to third parties for events where the owner or an ABC licensed manager is not present and managing the business.

9. Bar/Pub Crawls

Applicant agrees not to promote or participate in organized bar or pub "crawls," "tours," or similar events.

10. Consideration of Neighbors

Licensee will encourage employees and patrons to be considerate of neighboring residents at all times. Licensee will encourage employees and patrons leaving the establishment to keep conversations and noise down from 11:00 p.m. to 7:00 a.m.

11. Modification

This Agreement can be modified only the ABC Board. or by mutual agreement of all the parties with the approval of the ABC Board. In the case of ANC IC, any modification must be approved by a majority of the commissioners at a duly noticed public meeting, a quorum being present.

12. Regulations

In addition to the foregoing, Applicant shall operate in compliance with all applicable laws and regulations. Further, nothing in this Agreement shall preclude ANC IC or KCA from filing an objection to any request by the Applicant to the Board of Zoning Adjustment.

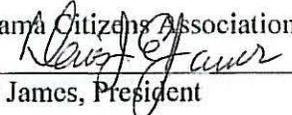
13. Availability of Settlement Agreement

Applicant agrees to keep available at all times a copy of this Agreement at its establishment and shall familiarize all employees with its conditions.

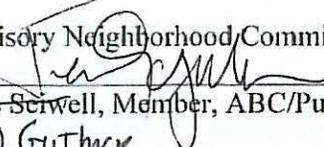
Coffee House Holdings, Inc.

By: 
Michael Malanga, Senior Vice President
By Coffee House Holdings, Inc.

Kalorama Citizens Association

By:  12-2-2015
Denis James, President

Advisory Neighborhood Commission IC

By:  12-2-2015
Julie Scirell, Member, ABC/Public Safety Committee
