

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

In the Matter of:

The Avenue DC, LLC
t/a The Avenue

Holder of a
Retailer's Class CR License

at premises
5540 Connecticut Avenue, N.W.
Washington, D.C. 20015

License No.: ABRA-101007
Order No.: 2016-678

The Avenue DC, LLC, t/a The Avenue (Licensee)

Dan Bradfield, Commissioner, Advisory Neighborhood Commission (ANC) 3/4G

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member
Mafara Hobson, Member
Jake Perry, Member

ORDER ON SETTLEMENT AGREEMENT

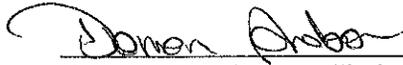
The official records of the Alcoholic Beverage Control Board (Board) reflect that The Avenue DC, LLC, t/a The Avenue (Licensee) and ANC 3/4G entered into a Settlement Agreement (Agreement), dated November 16, 2016, in accordance with D.C. Official Code § 25-446 (2001).

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Commissioner Dan Bradfield, on behalf of ANC 3/4G, are signatories to the Agreement.

Accordingly, it is this 30th day of November, 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 3/4G.

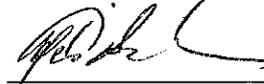
District of Columbia
Alcoholic Beverage Control Board



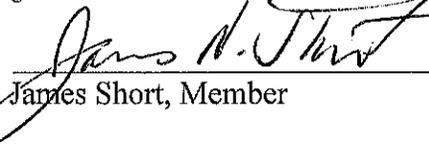
Donovan Anderson, Chairperson



Nick Alberti, Member



Mike Silverstein, Member



James Short, Member

Mafara Hobson, Member

Jake Perry, 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

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this ^{November} ~~October~~, 2016 by and between The Avenue DC, LLC t/a The Avenue, License #101007 ("Licensee"), and Advisory Neighborhood Commission 3/4G ("Protestant"), (collectively, the "Parties").

WITNESSETH

WHEREAS, Licensee is the holder of a Retailer's Class "CR" License, for a business establishment ("Establishment") located at 5540 Connecticut Avenue, N.W. Washington, D.C. ("Premises");

WHEREAS, Licensee has applied for a substantial change to its License, requesting additional hours of alcohol service and addition capacity;

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board ("ABC Board") approve the Licensee's license application conditioned upon the Licensee's compliance with the terms of this written Agreement; and

WHEREAS, the Parties are desirous of entering into the Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect on peace, order and quiet, and to eliminate the need for a Protest Hearing regarding the license application.

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. **Hours of Operation.** The hours of operation shall be:

10am – 1am Monday – Thursday

10am – 2am Friday – Saturday

10am – 12am Sunday

3. **Trash.** The Licensee agrees to have scheduled trash pick-ups seven days per week. The Licensee further agrees not to dispose of any glass bottles before the hour of 7am and after the hours of 10pm Sunday - Thursday and 11pm on Friday and Saturday.
4. **Notice and Opportunity to Cure.** In the event that the Licensee is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. In the event of a breach, the Protestant shall provide notice to the Licensee, and give the Licensee 30 days to cure the alleged breach. The 30-day period shall begin on the date of such notice. If Licensee fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30-days to cure, fails to commence cure of such breach and diligently pursues such cure) such failure shall constitute a cause for filing a complaint with the

Alcoholic Beverage Regulation Administration ("ABRA"). Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other Parties to this Agreement at addresses contained in Section 4. Notice shall be deemed given as of the time of receipt or refusal of receipt.

5. **Notices.** All notices required to be given by this Agreement shall be given to the following addresses. Should either of the Parties change their address, the other party must be notified of such change in writing.

If to Licensee: The Avenue DC, LLC
5540 Connecticut Avenue NW
Washington, D.C. 20015
Attn: Tim Walsh

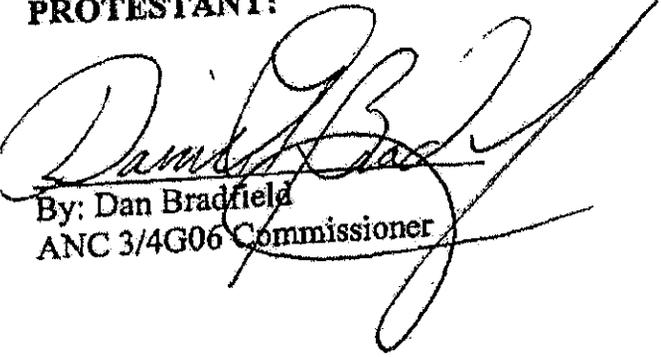
If to Protestants: ANC 3/4G
Chevy Chase Community Center
5601 Connecticut Ave.
Washington, DC 20015
Attn: Dan Bradfield

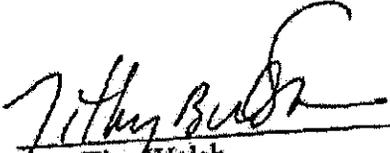
6. **Stipulated License.** Upon execution of this Agreement by the Parties, ANC 3/4G agrees to send a letter to ABRA recommending that the Licensee's substantial change application be approved, and that the Licensee be granted a stipulated license.

WHEREFORE, by the signatures of the representatives of Protestant and Licensee, Licensee hereby agrees to the aforementioned covenants and ANC 3/4G agrees to the substantial change to the License, provided that this Agreement is incorporated into the ABC Board's Order.

PROTESTANT:

LICENSEE:


By: Dan Bradfield
ANC 3/4G06 Commissioner


By: Tim Walsh
The Avenue DC, LLC
Managing Member



Chevy Chase
Advisory Neighborhood Commission 3/4G
MAILING ADDRESS: P.O. BOX 6252 Northwest Station Washington, DC 20015

CHEVY CHASE OFFICE
5601 Connecticut Ave. NW
Washington, DC 20015
(202) 363-5803
FAX (202) 686-4366
E-mail chevychaseanc3@verizon.net

November 16, 2016

Mr. Donovan Anderson
Chair, Alcohol Beverage Regulation Administration
2000 14th Street S400
Washington, DC 20009

Re: License No. ABRA-101007

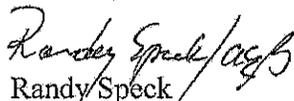
Dear Mr. Anderson:

At a duly noticed public meeting on October 24, 2016, ANC 3/4G voted 6- 0 to support the application of The Avenue DC for a Retailer's Class "C" Restaurant liquor license for a restaurant at 5540 Connecticut Avenue, NW, subject to a settlement agreement between ANC 3/4G and The Avenue.

Attach please find a signed settlement agreement between the parties.

The Commission appointed Dan Bradfield, ANC 3G06, as its representative in this matter.

Sincerely,


Randy Speck
Chairman