

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

In the Matter of:)	
)	
Neighborhood Restaurant Group XXIII, LLC)	
)	
Applicant for a New)	License No. ABRA-099210
Retailer's Class CR License)	Order No. 2015-377
)	
at premises)	
413-415 8 th Street, S.E.)	
Washington, D.C. 20003)	

Neighborhood Restaurant Group XXIII, LLC (Applicant)

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

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Mike Silverstein, Member
Hector Rodriguez, Member
James Short, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Neighborhood Restaurant Group XXIII, LLC, Applicant for a new Retailer's Class CR License, located at 413-415 8th Street, S.E., Washington, D.C., and ANC 6B have entered into a Settlement Agreement (Agreement), dated July 14, 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 and Chairperson Kirsten Oldenburg, on behalf of ANC 6B, are signatories to the Agreement.

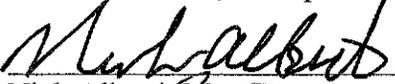
Accordingly, it is this 5th day of August, 2015, **ORDERED** that:

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



Ruthanne Miller, Chairperson



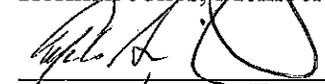
Nick Alberti, Member



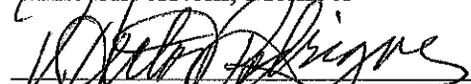
Ronald Brooks, Member



Herman Jones, Member



Mike Silverstein, Member



Hector Rodriguez, Member



James Short, Member

Pursuant to D.C. Official Code § 25-433, 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

Neighborhood Restaurant Group XXIII, LLC
d/b/a [To be Determined]

Pursuant to this Settlement Agreement, (“Agreement”), by and between Neighborhood Restaurant Group XXIII, LLC (“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 “CR” License (ABRA-099210) (“License”), now pending before the District of Columbia Alcoholic Beverage Regulatory Administration (“ABRA”), for conduct of business located in a portion of the building located at 413-415 Eighth Street 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 a seated dining establishment at the Premises (“Establishment”). The Applicant shall limit its total seating to no more than 60 patrons, with total occupancy load not to exceed 99. 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. No outdoor seating of any nature whatsoever shall be permitted either on the roof of, or in the rear yard of the Establishment. Additionally, the Applicant will not operate a sidewalk café without the requisite sidewalk café endorsement approved by the ABC Board and subject to review and comment by ANC 6B.
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 for alcohol sales and operations:

Neighborhood Restaurant Group XXIII, LLC

Settlement Agreement

Sunday through Thursday: 10:00 a.m. – 2:00 a.m.
Friday and Saturday: 10:00 a.m. – 3:00 a.m.

Provided, however, that on days designated by the ABC Board as “Extended Hours for ABC Establishments” or in the event that the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours (such as for the Inauguration), Applicant may avail itself of such extended hours.

4. Refuse Storage and Disposal. Applicant shall create, maintain, and shall exclusively utilize space within the interior of the Premises to gather and store all grease, recyclable trash, and non-recyclable trash (collectively “refuse”). Applicant shall dispose of such refuse solely through the front exterior door(s) and/or street-side subterranean basement access to the Premises, and shall not cause or permit such refuse to be placed or stored at any location exterior to the Premises, but shall deliver the refuse directly from the interior storage area to any third-party sanitation hauling, recycling or disposal vendor(s). Applicant shall ensure that the interior space complies with all D.C. Code, D.C. regulatory and D.C. agency requirements for interior storage of trash, recycling and grease.

All receptacles used for refuse shall be maintained in good repair, safe and sanitary condition. Applicant shall, in a timely manner, collect, clean, and dispose of any spilled or loose refuse that may occur within or outside of the Premises.

5. Adherence to Governmental Standards and Regulations. 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).

In the event any conduct by Applicant in violation of this Agreement shall be deemed a violation of District of Columbia law, the violation of this Agreement shall be merged into the law violation, such that the Applicant shall only be liable for one violation.

6. Noise Abatement. Applicant shall install and maintain sound dampening materials and baffles (as may be reasonably required to suppress noise to at least the same level as specifications currently existing for equipment installed at 413 Eighth Street, SE) surrounding all mechanical equipment exterior to the Premises, including but not limited to ventilation, refrigeration, compressor, exhaust and air handling equipment exterior to or affixed to the Premises. The sound dampening measures shall apply to all mechanical equipment serving the Premises, whether installed on the roof of the building, affixed to exterior walls, or located at ground level near the building in which the Premises are located. Applicant will promptly correct any mechanical issues that result in increased mechanical noise.

7. Odor Control. Applicant shall install and maintain on the roof of the building in which the Premises are located a Pollution Control Unit (“PCU”) servicing all kitchen exhaust and

cooking ventilation from the Premises. The PCU shall be of sufficient design and capacity to effectively control and substantially eliminate any particulate or odorous emission from the Premises. Applicant shall ensure that regularly scheduled maintenance and cleaning of the PCU and related exhaust hoods, fans and vents are undertaken in accordance with manufacturer's specifications for the type and amount of cooking undertaken. Applicant will also clean and/or exchange the filters as often as necessary to ensure optimal grease and particulate removal and odor mitigation for the type and quantity of cooking undertaken. The Applicant will ensure that any mechanical issues that develop with the equipment are promptly addressed. The Applicant is currently actively pursuing the design and procurement of an appropriate PCU. The Applicant will, as soon as practicable following execution of this SA, finalize the procurement of the PCU and use its best efforts to install the unit prior to opening for business with the public. If, as a result of some unforeseen event (e.g. manufacturer delay, availability of installers), the PCU cannot be installed before the restaurant receives all other necessary operating approvals, the Applicant may begin operating, but will ensure that the PCU is promptly installed as soon as it is available.

8. Sanitation and Pest 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 and abutting any point of access/egress from the Premises (including the interior trash storage area). Applicant shall not store or place any kegs, bottles, foodstuffs, pallets of materials, or other consumable goods of any type outside the Premises. 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. Applicant shall use commercially reasonable efforts to maintain rear yard free of weeds (as they provide rodent harborage) and shall ensure that all rat burrows are promptly baited and filled.

9. Restrictions on Use of Points for Access/Egress. Applicant shall not cause or permit deliveries of food or supplies to be made through the rear entrance to the Premises, and shall exclusively utilize the front door(s) for this purpose. Applicant shall not permit its employees to take breaks in the rear of the Premises, nor use the rear doorway for any access or egress except in case of emergency.

10. Maintenance of Public Space Adjacent to Front of 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 in front of the Establishment to be regularly swept, power-washed as needed, and shall remove litter and debris on not less than a daily basis, weather permitting. Applicant shall provide exterior receptacles for extinguishing and disposing of smoking materials.

11. Counterparts. This Agreement may be executed, simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.

12. Previous Agreements. This Agreement supersedes all previous Settlement Agreements between the parties.

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

Neighborhood Restaurant Group XXIII, LLC
2000 Mount Vernon Avenue
Alexandria, VA 22301
By: Michael Babin

Signature: Michael Babin

Date: 14 July 2015

Title: Managing Member

ANC:

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

Signature: K Oldenburg

Date: 7-14-15