

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

In the Matter of:)

Elaine's One LLC)

Applicant for a New)
Retailer's Class CR License)

License No. ABRA-098700

Order No. 2015-306

at premises)
715 8th Street, S.E.)
Washington, D.C. 20003)

Elaine's One 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 Elaine's One LLC, Applicant for a new Retailer's Class CR License, located at 715 8th Street, S.E., Washington, D.C., and ANC 6B have entered into a Settlement Agreement (Agreement), dated May 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 17th day of June, 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, except for the following modification:

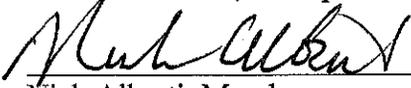
Section 2 (Nature of the Business) – The second sentence shall be modified to read as follows: “The Applicant currently seeks a total seating of 65 patrons, inclusive of the sidewalk café seating.”

The parties have agreed to this modification.

2. Copies of this Order shall be sent to the Applicant and ANC 6B.

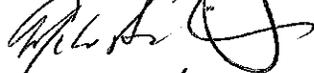
District of Columbia
Alcoholic Beverage Control Board


Ruthanne Miller, Chairperson

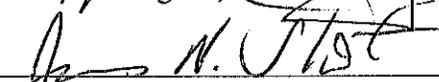

Nick Alberti, Member


Donald 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

Elaine's One, LLC
d/b/a To Be Determined

Pursuant to this Settlement Agreement, ("Agreement"), by and between Elaine's One, 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-098700), with Sidewalk Cafe endorsement ("License"), now pending before the District of Columbia Alcoholic Beverage Regulatory Administration ("ABRA"), for conduct of business located at 715-8th 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 its CR license at a full-service restaurant located at the Premises ("Establishment"). The Applicant currently seeks, and will not without the ANC6B's agreement seek to increase, total seating for 65 patrons, inclusive of sidewalk cafe 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.
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:

Sunday through Thursday: 11:00 a.m. – 1:30 a.m. (alcohol sales)
7:00 a.m. - 1:30 a.m. (operations)
Friday and Saturday: 11:00 a.m. – 3:00 a.m. (alcohol sales)
7:00 a.m. - 3:00 a.m. (operations)

And as to the Applicant's Sidewalk Cafe, the Applicant's sale of alcohol within and operation of the Sidewalk Cafe shall not exceed or extend beyond the following:

Sunday through Saturday: 11:00 a.m. - 12:00 midnight (alcohol sales)
7:00 a.m. - 12:00 midnight (operations)

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 in front 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 construct, maintain, and exclusively utilize interior space within the Premises to store all grease and non-recyclable trash, with direct access to the interior trash storage area from the dining, hallway, and/or kitchen area of the Premises. Applicant shall not utilize any exterior doors to the trash storage room for purposes of disposing of trash or grease, and shall maintain such exterior doors in a closed and secured position except as reasonably required for regularly-scheduled trash pickup and grease disposal by third-party vendors or periodic maintenance and cleaning. Additionally, the Applicant shall utilize its best commercially reasonable efforts to store (a) grease within the kitchen or other interior space of the Premises (and not within the designated interior trash storage room), and (b) recycling within the indoor trash storage room, except as may be reasonably required to effect removal and disposal by third-party vendor(s). Applicant shall use its best commercially reasonable efforts to maintain the area around any exterior recycling receptacles and any interior trash receptacles clean and free of debris, trash, liquids, or other foreign materials. Applicant shall ensure that the lids to any such receptacles are closed and secured as per their design at all times except when they are being filled or emptied. Applicant shall cause all receptacles to be emptied not less than three times each week, or such more frequent schedules as may be reasonably necessary to prevent the receptacles from exceeding their capacity. Applicant shall cause such receptacles to be maintained in good repair, safe and sanitary condition. Applicant shall cause the area

behind the Establishment abutting and including the immediately surrounding public alley to be power-washed not less than once every week. Applicant shall not dispose of glass bottles causing noise due to breakage between the hours of 10:00 p.m. and 8:00 a.m.

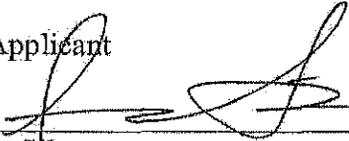
6. Sanitation and Pest Control. Applicant shall maintain in force a contract for regular and recurring application of a plan for pest control that includes baiting or similar rodent abatement procedures abutting the alley at the rear entrance to the Premises (including the trash storage room) and surrounding any refuse receptacles. Applicant shall not store or place any kegs, bottles, foodstuffs, palettes of materials, or other consumable goods of any type outside the Premises. Applicant shall regularly inspect and clean the area immediately adjacent to the rear of the Premises, abutting and including the immediate proximity of the public alley, to be cleaned of any cigarette butts, or other similar debris, and shall instruct its employees to not loiter unnecessarily in the adjacent alleyway or rear doorway to the Premises.

For ANC6B:


Kirsten Oldenburg, Chair

Dated: 5-14-15

For Applicant


Aaron Silverman
Managing Member

Dated: 5/14/15