

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

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In the Matter of:)	
)	
The Pretzel Bakery, LLC)	
t/a Pretzel Bakery)	
)	
Applicant for a New)	License No.: ABRA-104786
Retailer's Class DR License)	Order No.: 2017-121
)	
at premises)	
257 15th Street, SE)	
Washington, D.C. 20003)	
<hr/>)	

The Pretzel Bakery, LLC, t/a Pretzel Bakery (Applicant)

Chander Jayaraman, on behalf of Advisory Neighborhood Commission (ANC) 6B

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 Pretzel Bakery, LLC, t/a Pretzel Bakery (Applicant), Applicant for a new Retailer's Class DR license, located at 257 15th Street, SE, Washington, D.C. and ANC 6B have entered into a Settlement Agreement (Agreement), dated February 14, 2017, 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 Chander Jayaraman, on behalf of ANC 6B, are signatories to the Agreement.

Accordingly, it is this 8th day of March, 2017, **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 modifications:

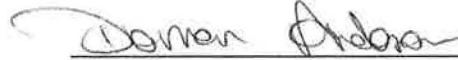
Section 3 (Hours of Operation and Sales) – The last paragraph, second sentence, shall be modified to read as follows: “Applicant must submit, as required by regulation, any forms or documents to the authorizing agency for such extended hours or entertainment.”

Section 10 (Notice and Opportunity to Cure) – The last sentence, the language “for seeking a show cause order from the ABC Board pursuant to D.C. Official Code § 25-201(c)(6)” shall be replaced with the language “for filing a complaint with the ABC Board pursuant to D.C. Official Code § 25-447.”

The parties have agreed to these modifications.

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

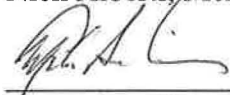
District of Columbia
Alcoholic Beverage Control Board



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 BY AND BETWEEN
ADVISORY NEIGHBORHOOD COMMISSION 6B

and

The Pretzel Bakery, LLC
d/b/a The Pretzel Bakery

Pursuant to this Settlement Agreement, ("Agreement"), by and between The Pretzel Bakery, LLC (d/b/a The Pretzel Bakery) ("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 Settlement Agreement (SA) as it relates to conduct of business located at 257 15th Street, SE Washington, DC 20003 ("Premises").

WHEREAS, Applicant has applied before the District of Columbia Alcoholic Beverage Regulatory Administration ("ABRA") to effect, and is seeking its approval of, a new Retailers' Class "DR" License (ABRA-104786) ("License"); and,

WHEREAS, Applicant and ANC6B are desirous of voluntarily entering into and mutually memorialize in this Settlement Agreement (SA) the terms and conditions upon which ANC6B has agreed to support Applicant's License, pursuant to the provisions of D.C. Code § 25-446, for the operation and maintenance of Applicant's business at the Premises in such a manner as to further promote the peace, order and quiet of the neighborhood as well as maintain security and sanitation of the alley immediately behind the Premises; and,

WHEREAS, this is intended to replace in its entirety any and all previously-existing Settlement Agreements between the Parties, and all such previous agreements are hereby declared superseded, null and void and of no further effect.

NOW, THEREFORE, Applicant and ANC 6B agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Nature of the Business. Applicant will manage and operate a bakery and restaurant ("Establishment") at the Premises with a total occupancy load of 38 patrons with interior seating for up to 18 patrons, and exterior sidewalk café seating for 18 patrons. Applicant may adjust the number of seats either on the interior space or exterior sidewalk café at it's discretion but Applicant shall limit its total seating to no more than the number of patrons as set forth in its License for the Establishment. 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 ("C of O").
3. Hours of Operation and Sales. Applicant's hours of operation and alcoholic beverage sales may be changed from time to time in Applicant's discretion, or 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: 7:00 a.m. – 9:00 p.m.

Applicant's sale of alcohol on the interior of the Premises shall be as follows:

Sunday through Saturday: 11:00 a.m. – 9:00 ~~a.m.~~ pm (Sto)

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

Sunday through Saturday: 11:00 a.m. – 9:00 p.m.

Provided, however, that (1) on days designated by the DC ABC Board as "extended Hours for ABC Establishments," Applicant may serve alcoholic beverages for the hours permitted but no later than 1:00 a.m.; (2) in the event the Council of the District of Columbia or the ABC Board grant licensees in general extended operating hours for particular event(s), Applicant may avail itself of such extended hours; and, (3) on January 1 of each year Applicant may serve alcoholic beverages and provide entertainment until 1:00 a.m. Applicant must submit, as required by regulation, any forms or document to the authorizing agency for such extended hours. These extended hours are limited to operation and sales inside the Establishment.

4. Requirements for Operation of Sidewalk Café. 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 Premises.

Applicant shall cause the area extending from the front door(s) to the curb in front or side of the Establishment to be regularly swept and shall remove litter and debris on not less than on a daily basis, weather permitting. As necessary, Applicant shall provide exterior receptacles for extinguishing and disposing of smoking materials, and such supplemental refuse disposal receptacles as may be reasonably required to contain and minimize public disposal of waste and litter originating from the Establishment.

5. Refuse Storage and Disposal. Applicant shall utilize and maintain rodent resistant waste and trash receptacles. The receptacles will be of sufficient capacity to store all non-recyclable garbage and recyclable trash (glass, plastic, cardboard and metal cans that have been rendered free to organic materials) in the trash storage area of the Premises.

Applicant agrees to adhere to the following conditions as reasonable measures with respect to trash management, disposal, and the sanitary maintenance of the exterior trash storage enclosure.

- a. Applicant shall contract with third party sanitation or waste management and recycling vendor(s) to collect non-recyclable garbage and recyclable trash as appropriate for the licensee to ensure that the trash receptacles do not exceed their capacity or prevent the full closure of the receptacles;
- b. Applicant shall ensure that all garbage and recyclables are placed in a fully-closed receptacle and secured with lids (as per their design), including while within the trash area and while being hauled to and from sanitation trucks. Applicant shall ensure that the lids or doors on all receptacles are fully closed at all times.
- c. All receptacles used for garbage and recyclable trash shall be maintained in good repair and in safe and sanitary condition. Any damaged or leaking containers, including dumpster lids that become bent or warped such that they are no longer rodent-resistant, shall be promptly repaired or replaced.
- d. Applicant will ensure timely waste disposal that is the least disruptive to the neighbors. Garbage and recyclable collections shall not occur before 8:00 a.m. or after 7:00 p.m. No glass shall be dumped directly in any exterior receptacle after 9:30 p.m. or before 7:00 a.m.;
- e. Applicant shall clean up any garbage and/or recycling spills as soon as practicable after they occur and will daily check the trash storage area behind the Premises and pick up or hose down any debris or liquid waste left behind after garbage or recycling receptacles have been emptied;
- f. Applicant shall regularly wash the trash storage area and all receptacles but no power-washing shall take place between the hours of 7:00 p.m. and 9:00 a.m. on weekdays or 7:00 p.m. and 12:00 noon on weekends;

- g. Applicant is encouraged to join in any coordinated effort with the adjacent tenants to address any rodent issues regardless of the source of such issues; and
6. Noise Mitigation. No objectionable noises, sounds, odors, or other conditions that are publicly observable or emitted beyond the immediate proximity of the Premises will be created by Applicant. Applicant will comply with D.C. Official Code § 25-725 and to that end shall take all necessary actions to ensure that music, noise and vibration from the Establishment are not audible within the residences of abutting neighbors or tenants of the building or beyond the curb at any time.
7. Sanitation and Pest Control. Applicant shall implement pest control procedures that includes regular and recurring trapping, baiting or similar rodent abatement procedures for the trash storage area and Premises. Applicant shall maintain the property and take landscaping steps, such as removing thick ground cover, trimming bushes and closing rat holes where needed, to reduce habitat for rats and vermin.
8. 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.
9. Compliance with Agency Regulations. Applicant will ensure that it abides by ABRA regulations regarding (a) conduct of its business and (b) the ownership of the license and all other provisions applicable to liquor licenses.
10. Notice and Opportunity to Cure. In the event that any of the parties 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 through the submission of a formal complaint to ABRA or any other District of Columbia governmental agency. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall be provided for a cure within 30 days of the date of such notice. If Applicant 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 the cure or diligently to pursue such cure, failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-201(c)(6).

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

Applicant:

The Pretzel Bakery, LLC, d/b/a The Pretzel Bakery
ABRA# 104786
257 15th Street, SE
Washington, DC 20003
Sean Haney, Owner
(202) 277-7461

Signature: 

Date: 2/9/17

ANC:

Advisory Neighborhood Commission 6B
921 Pennsylvania Avenue, SE
Washington, DC 20003
Chander Jayaraman, Chairperson
Phone: (202) 546-2609

Signature: 

Date: 2/14/17

ANC 6B

Capitol Hill / Southeast

February 16, 2017

921 Pennsylvania Avenue SE
Washington, DC 20003-2141
6B@anc.dc.gov

OFFICERS

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Chander Jayaraman

Vice-Chair
Diane Hoskins

Secretary
Daniel Ridge

Treasurer
Nick Burger

Parliamentarian
James Loots

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SMD 05 Steve Hagedorn
SMD 06 Nick Burger
SMD 07 Aimee Grace
SMD 08 Chander Jayaraman
SMD 09 Daniel Ridge
SMD 10 Denise Krepp

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

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

RE: ABRA-104786, The Pretzel Bakery, LLC, 257 15th Street, SE;

Dear Mr. Anderson:

At its regularly scheduled, properly noticed meeting on February 14, 2017, with a quorum of 10 commissioners present, Advisory Neighborhood Commission 6B (ANC 6B) voted 10-0-0 to support the approval of a new class "D" Restaurant License, and the issuance of a stipulated license for the Applicant at the premises listed above.

For your review and approval, please find attached a Settlement Agreement (SA), which was executed by both parties.

Please contact me, Chander Jayaraman, within whose single member district the Establishment is located, at 6b08@anc.dc.gov or 202-546-2609 if you have questions or need further information.

Sincerely,



Chander Jayaraman
Chairman, ANC 6B
6b08@anc.dc.gov
(202) 546-2609

cc:

Sean Haney: sean@thepretzelbakery.com