

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

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In the Matter of:)	
)	
Radici Uno (One Root), LLC)	
t/a The Silver Spork)	
)	
Holder of a)	
Retailer's Class DR License)	License No. ABRA-093739
)	Order No. 2014-010
at premises)	
301 7 th Street, S.E.)	
Washington, D.C. 20003)	
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Radici Uno (One Root), LLC, t/a The Silver Spork (Licensee)

Brian Flahaven, Chairperson, Advisory Neighborhood Commission (ANC) 6B

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Mike Silverstein, Member
Herman Jones, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Radici Uno (One Root), LLC, t/a The Silver Spork, (Licensee), and ANC 6B have entered into a Settlement Agreement (Agreement), dated October 12, 2013, that governs the operation of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Brian Flahaven, on behalf of ANC 6B, are signatories to the Agreement.

Radici Uno (One Root), LLC
t/a The Silver Spork
License No. ABRA-093739
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Accordingly, it is this 8th day of January, 2014, **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, except for the following modifications:

Section 2 (Nature of the Business) – The first sentence shall be modified to read as follows: “The Applicant shall manage and operate at the address, a place that is regularly used for the sale and service of prepared food and alcoholic beverages.”

Section 8 (Rats and Vermin Control) – The following sentence shall be removed: “Applicant shall provide proof of its rat and vermin control contract upon the request.”

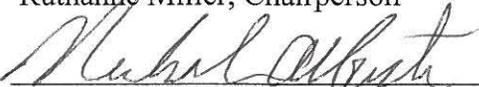
The parties have agreed to these modifications.

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

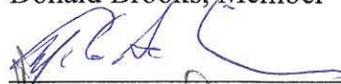
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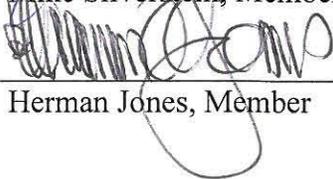
District of Columbia
Alcoholic Beverage Control Board


Ruthanne Miller, Chairperson


Nick Alberti, Member


Donald Brooks, Member


Mike Silverstein, Member


Herman Jones, 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, 500 Indiana Avenue, N.W., Washington, D.C. 20001. However, the timely filing of a Motion for Reconsideration pursuant to D.C. Official Code § 25-433, 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).

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 12th day of October, 2010 by and between Just Around the Corner LLC DBA The Silver Spork ("Applicant"), and Advisory Neighborhood Commission 6B, (Collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant's application for a license for premises, 303 7th Street SE, Washington, DC, 20003, is now pending before the District of Columbia Alcoholic Beverage Control Board (ABC); and,

WHEREAS, the premises is within the boundaries of the ANC, and,

WHEREAS, the Parties desire to enter into an agreement governing certain understandings regarding the issue of a Retailers' Class "DR" Restaurant Liquor License (License #ABRA-088503) AND Retailers' Class "B" Liquor License (License #ABRA-756434) at the subject premises; and,

WHEREAS, the Parties are desirous of entering into a Voluntary Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to promote the peace, order and quiet of the neighborhood. Both parties recognize the importance of business neighborhoods that are safe, clean, and "pedestrian friendly".

NOW, THEREFORE, the parties agree 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 DR and B license at the listed address. The license shall have limited indoor seating of 15 patrons and outside (sidewalk) seating of 38 patrons. There will be no single container of beer under 20 ounces for off-premis consumption, however, single single containers of beer under 20 ounces can be sold for consumption at the location (on-premis sales)
3. ***Hours of Operation and Sales.*** The Applicant's hours of operation shall be as follows:
 - Hours of Operation:
 - Inside Services
 - Monday through Saturday 7:00 a.m. – 11:00 p.m.
 - Sundays 8:00 a.m. – 9:00 p.m.

Sidewalk Services

Monday through Thursday 7:00 a.m. – 10:00 p.m.

Friday and Saturday 7:00 a.m. – 11:00 p.m.

Sundays 8:00 a.m. – 9:00 p.m.

Sales, Service and Consumption:

Inside Services

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

Sundays 9:00 a.m. – 9:00 p.m.

Sidewalk Services

Monday through Thursday 9:00 a.m. – 10:00 p.m.

Friday and Saturday 9:00 a.m. – 11:00 p.m.

Sundays 9:00 a.m. – 9:00 p.m.

4. ***Floors Utilized and Occupancy.*** The Applicant will operate its establishment according to the occupancy indicated on the Certificate of Occupancy issued by the Department of Consumer and Regulatory Affairs.
5. ***Sidewalk Café.*** Applicant will operate its sidewalk café in accordance with the Public Space Management Branch Certification. Applicant will direct that its employees inspect the sidewalk café on a regular basis to ensure its cleanliness.
6. ***Noise, Odor, and Privacy.*** No objectionable noises, sounds, odors, or other conditions will be created by the Applicant. Noise will not exceed DC law limits measured at the property line of the property and for commercial zones 65 db(a) in the daytime and 60 db(A) at nighttime. There will be no amplified music played after 8pm Monday-Sunday. The applicant will take all reasonable steps necessary to mitigate noise emanating from mechanical equipment associated with the applicant's operations (e.g., air conditioning unit, grease fan) -- including installing sound-mitigating insulating material around the equipment, if necessary -- to comply with D.C. regulations, prevent an increase in existing sound level conditions of the site, and abate noises objectionable to the residential neighbors..
7. ***Public Space and Trash.***
 - a. Applicant shall keep their entire property and the sidewalk (up to and including the curb), tree box(es), curb, and alley clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed.
 - b. Applicant shall ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and that no garbage is placed on the abutting property. Applicant shall ensure that no

trash is placed outside the establishment other than in a fully-closed dumpster. Applicant shall ensure that the lids on all dumpsters are fully closed at all times. Applicant shall not place trash in its dumpster in any manner that would prevent the full closure of the dumpster. Applicant shall ensure that all dumpsters used are properly maintained and replaced when damaged.

c. Applicant shall ensure that all grease is placed in a secure well-maintained container inside the property where possible. Any grease leak shall be cleaned up promptly and all containers shall be properly maintained and replaced when damaged or leaking.

d. Applicant will ensure timely trash disposal that is the least disruptive to the neighbors. To that end, no glass shall be recycled or otherwise disposed after 10 p.m. or before 7 a.m. Any glass material needing to be recycled or otherwise disposed between 10 p.m and 7 a.m. shall be stored inside the Applicant's establishment until 7 a.m.

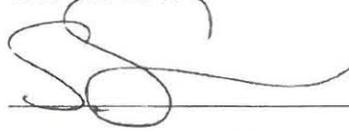
e. Commercial trash pick up in residential areas takes place between 7 a.m.-7 p.m. Applicant shall not allow for its trash to be picked up outside of those hours.

8. ***Rats and Vermin Control.*** The Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract upon the request. Applicant shall maintain property and take landscaping steps, such as removing thick ground cover, trimming bushes, closing rat holes, and using pond stones where needed, to reduce habitat for rats and vermin. Applicant shall have the Establishment and the area around the Premises and its dumpsters properly cleaned at the end of each night to ensure that there are not garbage and odors present the following morning.
9. ***Security Cooperation in Stemming Illegal Drugs and Public Drinking.*** Applicant agrees that it shall take all necessary steps to minimize such problems, including, without limitation, designating a sufficient number of employees to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; monitoring for and prohibiting sales or use of illegal drugs within or about the Premises, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises. This will include providing an appropriate number of security officers, at all times when the Establishment is open to the public, who shall be responsible for ensuring that any individuals who are simply loitering are asked to move along.
10. ***Compliance with ABRA Regulations.*** Applicant promises that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees.

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

Applicant:

Just Around the Corner LLC DBA The Silver Spork
ABRA #088503 and ABRA # 756434
301 7th Street SE, SE
Washington, DC 20003
Seth Shapiro, Managing Partner
240-418-2947



Date: 4.4.13

Advisory Neighborhood Commission 6B
Washington, DC 20003
Brian Flahaven, Chairperson
(202) 543-3344
Fax (202) 543-3507



Date: 4/12/13