



ADVISORY NEIGHBORHOOD COMMISSION 3E

TENLEYTOWN

AMERICAN UNIVERSITY PARK

FRIENDSHIP HEIGHTS

CHEVY CHASE

WAKEFIELD

FORT GAINES

c/o Lisner-Louise-Dickson-Hurt Home 5425 Western Avenue, NW Washington, DC 20015

<https://anc3e.org>

RESOLUTION REGARDING APPLICATION OF EAST-WEST CAFE FOR A NEW ABRA LICENSE #126587

AND RELATED SETTLEMENT AGREEMENT FOR OUTDOOR SUMMER GARDEN

WHEREAS, East West Tenley Town, LLC, operating as East West Café (“Applicant”) has applied for a new alcohol beverage license, ABRA-126587, at its premises located at 4619 41st Street, NW, Washington, D.C., 20016 (“Property”) under the D.C. Alcoholic Beverage Control Act, and;

WHEREAS, the Applicant has agreed to the following hours of operation and alcoholic beverage sales/service/consumption:

- **HOURS OF OPERATION FOR INSIDE PREMISES AND OUTSIDE SUMMER GARDEN:** Sunday through Saturday 8am – 12am; and,
- **HOURS OF ALCOHOLIC BEVERAGE SALES, SERVICE, AND CONSUMPTION/LIVE ENTERTAINMENT FOR INSIDE PREMISES:** Sunday through Saturday 9am – 11pm; and,
- **HOURS OF LIVE ENTERTAINMENT FOR SUMMER GARDEN:** Sunday through Thursday 4 pm to 9 pm; and Friday and Saturday, noon to 10 pm; and,

WHEREAS, the Applicant seeks approval from ANC 3E for a stipulated (temporary) ABRA license pending community and ANC 3E comments following the placarded period scheduled to begin Nov. 10, 2023, and agrees to accept any potential ANC 3E guidance and changes for permanent license approval; and,

WHEREAS, the Applicant has indicated that alcohol will be served only within the indoor seating until the Applicant confirms permission from the DC Public Space Committee for the Summer Garden, and then plans to serve alcohol also in the Summer Garden; and,

WHEREAS, the Applicant has also indicated that no live entertainment is initially planned for the Summer Garden but may be reconsidered in the future pending customer and community interest and feedback; and,

WHEREAS, the Applicant has agreed to the terms of the Settlement Agreement below at page two (2) for the Summer Garden;

NOW, therefore be it RESOLVED as follows:

The Commission supports the application, conditioned upon the hours specified above and in the Settlement Agreement; and be it further resolved,

The Commission approved this resolution at its meeting on November 9, 2023, which was properly noticed and at which a quorum was present. The resolution was approved by a vote of _____. Commissioners Bender, Carney, Cohen, Denny, Ghosh, Gianinno, Hall and Quinn were present.

ANC 3E

By Jonathan Bender Chairperson

SETTLEMENT AGREEMENT

WHEREAS, a Settlement Agreement ("Agreement") is made and entered into as of Nov. 9, 2023, by East-West Café, the applicant in ABRA-126587 ("Applicant"), and Advisory Neighborhood Commission 3E ("ANC 3E") (East-West Café and ANC 3E each being a "Party" hereunder or collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant has requested permission from ABRA to serve alcohol at the premise's indoor and outdoor ("Summer Garden") seating at East-West Café ("Establishment") it operates at 4619 41st Street, NW, Washington, DC, which is located within the boundaries of ANC 3E; and

WHEREAS, ANC 3E agrees to support Applicant's application in ABRA-126587 ("Application"), in reliance in part on Applicant's agreement to certain restrictions contained herein that will reduce potential burden on nearby residents; and

WHEREAS, ANC 3E agrees to support Applicant's request for a stipulated license in ABRA-126587 ("Stipulated License"), in reliance in part on Applicant's agreement to abide by the same restrictions as those that will apply to the Application pursuant to this Agreement.

WHEREAS, while Applicant has indicated that no live entertainment is initially planned for the Summer Garden, Applicant may reconsider in the future and provide live entertainment for the Summer Garden pending customer and community interest and feedback.

SUMMARY OF AGREEMENT

1. Nature of Operation

Class of Restaurant: Class "C" Restaurant

Seats: 179

Total Occupancy Load: 219

Outdoor Summer Garden: Yes

Outdoor Summer Garden seating: 40

Sidewalk seating or use: No

Outdoor Summer Garden Live Entertainment: Yes, but not initially planned although will be considered in the future pending customer and community interest and feedback

Valet Service: No

2. Hours of Operation

- FOR INSIDE PREMISES AND SUMMER GARDEN: Sunday through Saturday 8am – 12am; and,
- HOURS OF ALCOHOLIC BEVERAGE SALES, SERVICE, AND CONSUMPTION/LIVE ENTERTAINMENT FOR INSIDE PREMISES: Sunday through Saturday 9am – 11pm; and,

- HOURS OF LIVE ENTERTAINMENT FOR SUMMER GARDEN: Sunday through Thursday 4 pm to 9 pm; and Friday and Saturday, noon to 10 pm.

STANDARD ENDORSEMENTS

1. **Neighborhood Peace.** Applicant agrees to make all reasonable efforts to maintain the peace and quiet of the surrounding residential neighborhood so that establishment operations have a negligible impact with regards to sound and activity.
2. **Noise and Privacy.** Applicant will strictly comply with D.C. Official Code § 25-725 and will take reasonable actions, as necessary, to ensure that music, noise and vibration from the Establishment are not audible in any residential premises.
3. **Sidewalk Cafe.** Applicant will take reasonable measures to ensure patrons do not block sidewalk passage. Applicant will direct that its employees inspect the sidewalk and front yard area immediately in front of the establishment on a regular basis to ensure its cleanliness. Applicant shall keep the sidewalk in front of the Establishment (up to and including the curb) and any alley adjacent to the Establishment clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant will follow DCRA's regulations on the operation of sidewalk cafes, as provided for in Chapter 24 of Title 3 of District of Columbia Municipal Regulations.
4. **Trash Dumpsters and Collection.** Applicant shall take reasonable measures to ensure that the area around dumpsters is kept clean at all times and dumpsters are placed such that they do not encroach on abutting property owners and that no garbage is placed on abutting property. Applicant will ensure timely disposal no less than two (2) times per week that is the least disruptive to the neighbors. Commercial trash pickup in residential areas takes place between 7 am -- 7 pm.
5. **Rats and Vermin Control.** Applicant shall provide rat and vermin control for its property. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night.
6. **Access to Public Alleys, Garage and Parking.** Applicant shall not obstruct or prevent access to public alleys at any time. The Applicant will take reasonable measures to ensure that any food delivery drivers or services employed or contracted by the Applicant also do not obstruct or prevent access to the public alleys at any time.
7. **Compliance with ABRA Regulations.** Applicant promises that it shall abide by all ABRA regulations regarding the ownership of the license and all other provisions applicable to liquor licensees. Any reference to specific laws and regulations in this Settlement Agreement is meant for informational purposes only. ANC 3E does not intend for a violation of any DC law or regulation to also be considered a violation of this Settlement Agreement.

ENTERTAINMENT ENDORSEMENTS

1. **Entertainment Description.** Entertainment is defined as “a singer, band, or musical ensemble, poetry reading, trivia, karaoke, DJ, comedy show or drag show.” Entertainment does not include playing a television, radio, or other prerecorded music.

2. **Entertainment Noise:** If Applicant chooses to provide entertainment, Applicant agrees, in addition to the terms enunciated in the Noise and Privacy section of this Agreement and any other legal requirements, to the following: Applicant shall keep its doors closed when entertainment is being played inside, but applicant may open its window panels during such times. No sound from entertainment inside or outside shall be discernable from the far side of Wisconsin Avenue, NW or in front of Tenley Hill at any time. Moreover, Applicant agrees to ensure noise controls and address any community complaints.

STANDARD REMEDIES

1. **Manager Contact.** Applicant will also make available to all surrounding neighbors a direct phone number where they can be reached in the event of any complaints or concerns.

Attendance at ANC Meetings. Should the ANC receive complaints from constituents related to Establishment's operations, one or more ANC members may ask Applicant to attend an ANC meeting. Should Applicant receive such a request, it will make reasonable efforts to ensure that an officer or senior staff member attends the meeting (or, if impracticable, the next scheduled meeting) and works in good faith with the ANC and the community reasonably to address such complaints.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

1. **Hours.** Applicant hereby agrees that, notwithstanding any other permission from ABRA or any other agency, it will end operation of all Summer Garden seating and other operations at the hours described in the section Summary of Agreement: Hours of Operations.
2. **Summary of Agreement.** Applicant agrees to the terms embodied in the section Summary of Agreement.
3. **Standard Endorsements.** Applicant agrees to the terms embodied in the section Standard Endorsements.
4. **Entertainment Endorsements.** Applicant agrees to the terms embodied in the section Entertainment Endorsements.
5. **Additional Endorsements.** Applicant agrees to the terms embodied in the section Additional Endorsements.
6. **Standard Remedies.** Applicant agrees to the terms embodied in the section Standard Remedies.
7. **Modification of Agreement.** Applicant may ask the ANC at any time to modify this Agreement. Such a request shall be made in writing. The ANC may ask Applicant to appear at a meeting to present the request to the community. If the ANC agrees to modify the Agreement, such modification may come only pursuant to a formal ANC resolution and a writing signed by the parties.

MISCELLANEOUS PROVISIONS

1. **ABRA Adoption.** The Parties agree to ask ABRA to incorporate this Agreement to fullest extent possible into any order it may issue regarding the subject application.
2. **Waiver.** The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right subsequently to enforce and compel strict compliance with every provision of this Agreement.
3. **Binding on Survivors.** All covenants, stipulations, promises, agreements, and provisions in this Agreement shall apply to, bind and be obligatory on the Parties hereto, their heirs, executors, administrators, personal representatives, and successors.
4. **Severability.** If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.
5. **Assignment and Subcontracts.** Neither Party may assign any rights or delegate any duties under this Agreement without the express prior written consent of the other Party.
6. **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, by original or facsimile signature, and when executed by all Parties shall constitute one and the same Agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date and year first written above.

East-West Café

By: _____

Name: Mehmet Osman Coskun

Title: Owner

Advisory Neighborhood Commission 3E

By: _____

Name: Jonathan Bender

Title: Chair