

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

In the Matter of:

Union Kitchen, LLC
t/a Union Kitchen

Applicant for a New
Retailer's Class B

at premises
538 3rd Street, N.E.
Washington, D.C. 20002

Case No. 15-PRO-00061
License No. ABRA-098204
Order No. 2015-318

Union Kitchen, LLC, t/a Union Kitchen (Applicant)

Drew Courtney, Commissioner, Advisory Neighborhood Commission (ANC) 6C

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
AND WITHDRAWAL OF ANC 6C'S PROTEST**

The Application filed by Union Kitchen, LLC, t/a Union Kitchen, for a new Retailer's Class B License, was protested; however, a Roll Call Hearing scheduled for June 22, 2015, was not held, because the Parties submitted a Settlement Agreement before the hearing.

The official records of the Board reflect that the Applicant and ANC 6C entered into a Settlement Agreement (Agreement), dated June 16, 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 Commissioner Drew Courtney, on behalf of ANC 6C, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 6C of this Application.

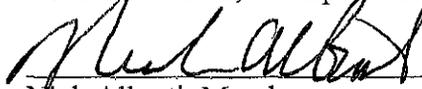
Accordingly, it is this 24th day of June, 2015, **ORDERED** that:

1. The Application filed by Union Kitchen, LLC, t/a Union Kitchen, for a new Retailer's Class B License, located at 538 3rd Street, N.E., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 6C in this matter is hereby **WITHDRAWN**;
3. 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
4. Copies of this Order shall be sent to the Applicant and ANC 6C.

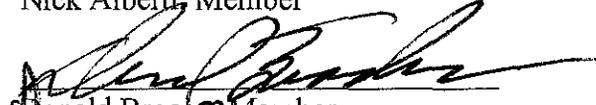
District of Columbia
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



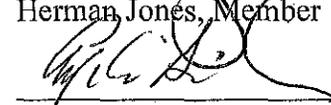
Nick Alberti, Member



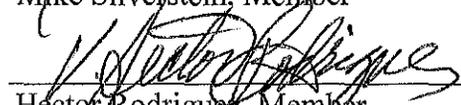
Donald Brooks, Member



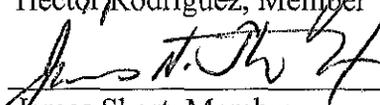
Herman Jones, Member



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).

THIS AGREEMENT is made and entered into as of this 16th day of June, 2015 by and between Union Kitchen LLC (hereinafter the "Applicant"), Advisory Neighborhood Commission 6C, (hereinafter the "Protestants").

WHEREAS, Applicant having filed an application with the District of Columbia Alcoholic Beverage Control Board (hereinafter "ABC Board") for issuance of a Retailer's Class B license for premises of 538 3rd Street, N.E., Washington, D.C. License Number ABRA-098204.

WHEREAS, in recognition of the ABC Board's policy of encouraging parties to a protested proceeding to settle their differences by negotiating agreements, the parties hereto being desirous of entering into an agreement whereby, subject to approval of the ABC Board, Applicant will agree to adopt certain measures to address the Protestants' concerns and Protestants will agree to the issuance of the ABC License and withdraws their Protests.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings memorialized herein, the parties agree as follows.

1. **Nature of Business:** Applicant will operate at all times as a bona-fide Class B (as such term is defined in ABC statutes and regulations). Applicant will not make its premises available to non-employee promoters for presentation of advertised parties or events intended to generate profit for such promoters
2. **Hours of Operation:** Applicant's operating hours shall be 7 a.m. to 10 p.m. daily. It is understood that after cessation of said operating hours, no patrons shall remain on the premises.
3. **Noise Suppression:** The establishment operation shall at all times be in compliance with the D.C. Noise Control Act and DC Code 25-725. Applicant acknowledges that Protestants are extremely concerned regarding the potential for noise emanating from this establishment. Applicant will encourage employees and patrons to be considerate of residents in the neighborhood by keeping conversations and other noises at a level that will not disturb the peace, order, quiet and tranquility of residents in the enjoyment of their homes.
4. **Tastings:** If the applicant offers tastings of beer and / or wine, such tastings shall only be offered free of charge.
5. **Parking:** The applicant shall work with DDOT to arrange additional bike parking and encourage the use of public transportation.
6. **Single Sales:** Applicant agrees not to sell beer, whether in a single container or in combination, totaling less than 41 fluid ounces or wine, whether in a single container or in combination, totaling less than 24 fluid ounces.
7. **Capacity:** Applicant agrees that the capacity of the establishment, including outdoor areas, shall be no more than 40 people, including employees, at any time.

8. **Deliveries:** To maintain the peace, order and quiet of the surrounding neighborhood, Applicant shall, except as provided below, receive all deliveries of food, beverages and supplies during hours between 9:00 am and 5:00 pm Monday – Saturday. The Applicant may receive two additional deliveries each day between 7:00 a.m. and 9:00 a.m. provided goods included in those deliveries arrive in a car or van and that no hand trucks are used.
9. **Trash and Recycling Pick-Up and Removal:** Applicant will maintain regular trash/garbage and recycling removal service only during the hours from 9:00 am to 5:00 pm. The Applicant shall keep container lids tightly closed and incapable of being entered by rodents, in order to limit odors and help control pest and rodent population. Applicant will contract for regular rodent and pest (insect) abatement.
10. **Communication with Protestant.** Applicant shall endeavor to meet with the protestant and neighbors to address any perceived problems arising from the operation of the business.
11. **Property maintenance and appearance.** Applicant agrees to keep property, improvements and fences clean and in good repair. Applicant will keep adjoining spaces free of weeds and trash and shall be responsible for clearing snow from sidewalks in a timely manner.
12. **Withdrawal of Protest.** Protestants agree to the issuance of the license and the withdrawal of their protests upon execution of this Agreement, provided that this Voluntary Agreement is incorporated into the Board's order issuing, amending or renewing the license, which order is thereby conditioned upon compliance with such Voluntary Agreement.
13. **Right to Seek Redress:** The parties agree that Applicant will be given written notice of any alleged violation of this Agreement and will be afforded ten (10) days in which to investigate and respond to any complaint. The parties agree that if any complaint of violation of this Agreement is not so resolved, then any failure of the Applicant to adhere to the foregoing commitments will constitute a breach of this Agreement and grounds for the Protestant to file a complaint with the Board as provided by D.C. Code § 25-446(e).

IN WITNESS WHEREOF, the Parties place their signatures to this agreement, this 16th day of June, 2015.

Applicant:

Union Kitchen LLC



By:
Jonas Singer

Advisory Neighborhood Commission 6C



By
Drew Courtney
Chairman
Alcoholic Beverage Licensing Committee