

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

<b>In the Matter of:</b>	)	
	)	
Black Strap Bakery, LLC	)	
t/a Union Kitchen	)	
	)	
Applicant for a New	)	
Retailer's Class CT License	)	License No. ABRA-091912
	)	Order No. 2013-368
at premises	)	
1100 3rd Street, N.E.	)	
Washington, D.C. 20002	)	
	)	

Black Strap Bakery, 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

**ORDER ON SETTLEMENT AGREEMENT**

The official records of the Alcoholic Beverage Control Board (Board) reflect that Black Strap Bakery, LLC, t/a Union Kitchen, Applicant for a new Retailer's Class CT license, located at 1100 3rd Street, N.E., Washington, D.C., and ANC 6C have entered into a Settlement Agreement (Agreement), dated July 9, 2013, 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.

Accordingly, it is this 14<sup>th</sup> day of August, 2013, **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 8 (Communication with Protestant) – The following sentence shall be modified to read as follows: “Applicant shall endeavor to meet with the Protestants (or any of them) to address any perceived problems arising from the operation of the business.”

Section 13 (Right to Seek Redress) – The following sentence shall be modified to read as follows: “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 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).”

The parties have agreed to these modifications.

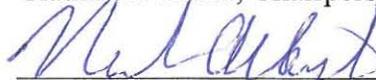
2. Copies of this Order shall be sent to the Applicant and ANC 6C.

**Black Strap Bakery, LLC**  
**t/a Union Kitchen**  
**License No. ABRA-091912**  
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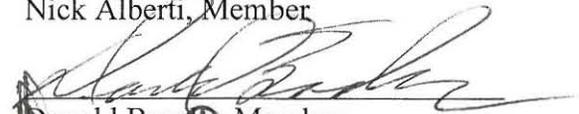
District of Columbia  
Alcoholic Beverage Control Board



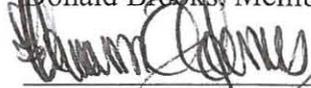
Ruthanne Miller, Chairperson



Nick Alberti, Member



Donald Brooks, Member



Herman Jones, Member



Mike Silverstein, 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 14<sup>th</sup> Street, N.W., Suite 400S, Washington, DC 20009.

**THIS AGREEMENT** is made and entered into as of this 9th day of July by and between Black Strap Bakery, LLC (hereinafter the "Applicant"), Advisory Neighborhood Commission 6C, (hereinafter the "ANC").

**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 CT license for premises of 1100 3rd St. NE, Washington, D.C.

**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 C (as such term is defined in ABC statutes and regulations). Food service will be available until closing. 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 10 a.m. to 10 p.m daily. It is understood that after cessation of said "operating hours," no patrons shall remain on the premises. Provided that: (a) on days designated by the DC ABC Board as "Extended Hours for ABC Establishments" applicant may operate for one additional hour (that is, one hour later in the evening); and (b) in the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours (such as for Inauguration) applicant may avail itself of such extended hours

**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 and by departing the vicinity of the premises immediately upon exiting. No amplified music will be played on any day other than Thursday, Friday, Saturday or any Sunday immediately preceding a federal holiday. All amplified noise and all music will cease by 9:30 p.m.

Applicant agreed that in the event three separate addresses within a three block radius deem noise (including, but not limited to, noise from speakers or other devices from amplification) and file a written complaint or complaints to ABRA to that effect, the operating hours of the establishment will immediately be altered to conclude at 8 p.m. and all amplified noise will cease by 7:00 p.m.

Applicant will discourage patrons from loitering in the surrounding area after leaving the establishment.

4. **Parking:** The applicant shall provide bike racks and encourage the use of public transportation.

5. **Deliveries:** To maintain the peace, order and quiet of the surrounding neighborhood, Applicant shall receive all deliveries of food, beverages and supplies during hours between 9:00 am and 5:00 pm Mondays – Fridays. No deliveries shall be accepted on weekends.

6. **Trash Pick-Up and Removal:** Applicant will maintain regular trash/garbage removal service only during the hours from 9:00 am to 5:00 pm. All trash and garbage shall be stored in the interior of the premises until it is to be picked up by Applicant's hauler. The Applicant shall keep dumpster 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. There shall be no outdoor disposal of glass bottles after 10:00pm.

7. **Removal of Grease and Oils:** Applicant will provide for the proper (recyclable) removal of grease and oils and will not deposit these substances for removal in dumpsters or trash cans.

8. **Communication with Protestants.** Applicant agrees to meet, as reasonably requested (but not less than every 30 days if so requested), with the Protestants (or any of them) to address any perceived problems arising from the operation of the business. The Applicant agrees to work in good faith with the Protestants to resolve any such problems.

9. **Toilet facilities.** Applicant will contract to provide adequate toilet facilities on premises. Portable toilets will be serviced and cleaned as necessary, and not less than once per week. Portable toilets will be kept in a location away from street and sidewalks.

10. **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.

11. **Security.** The Applicant agrees to provide adequate security to control crowds onsite and at the entrance to the establishment.

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.

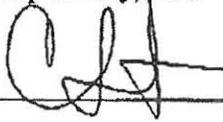
13. **Right to Seek Redress:** The parties agree that Applicant will be given written notice of any alleged violation of this Agreement and will be afforded ten (10) days in which to investigate and respond to any complaint. The parties agree that if any complaint of violation of this Agreement is not 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 petition the Board for issuance of an order to Show Cause, as provided by D.C. Code 25-446(e).

IN WITNESS WHEREOF, the Parties place their signatures to this agreement, this 9<sup>th</sup> day of July, 2013.

**APPLICANT:**

Black Strap Bakery, LLC



By:  
Cullen Gilchrist

**ADVISORY NEIGHBORHOOD COMMISSION 6C**



By:  
Drew Courtney  
ANC 6C Alcoholic Beverage Committee Member

506 M Street NE  
Washington, DC 20002

July 10, 2013

Martha Jenkins  
General Counsel  
Alcoholic Beverage Regulation Administration  
2000 14th Street, NW  
Suite 400S  
Washington, DC 20009

Dear Ms. Jenkins,

I want to inform you that based on the approved settlement agreement, attached to this letter, ANC 6C is withdrawing its protest of the license sought by Black Strap Bakery, LLC, operating under the trade name Union Kitchen, for 1100 3<sup>rd</sup> Street NE.

Please feel free to contact me at 870-821-0531 or [drew.courtney@gmail.com](mailto:drew.courtney@gmail.com) if you have any questions or concerns.

Sincerely,



Drew Courtney  
Alcohol Beverage Regulation Committee, ANC 6C

CC:

Tony Goodman, Commissioner ANC 6C06  
Tony Richardson, Chair, Alcohol Beverage Regulation Committee, ANC 6C  
Jonas Singer, Black Strap Bakery, LLC / Union Kitchen