

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

<b>In the Matter of:</b>	)	
	)	
Small Fry, Inc.	)	
t/a Union Drinkery	)	
	)	
Applicant for a New	)	License No. ABRA-097501
Retailer's Class CT License	)	Order No. 2015-107
	)	
at premises	)	
3216 Georgia Blvd., N.W.	)	
Washington, D.C. 20010	)	
	)	

Small Fry, Inc., t/a Union Drinkery (Applicant)

Kent C. Boese, Chairperson, Advisory Neighborhood Commission (ANC) 1A

**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**

The official records of the Alcoholic Beverage Control Board (Board) reflect that Small Fry, Inc., t/a Union Drinkery, Applicant for a new Retailer's Class CT License, located at 3216 Georgia Blvd., N.W., Washington, D.C., and ANC 1A have entered into a Settlement Agreement (Agreement), dated January 14, 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 Chairperson Kent C. Boese, on behalf of ANC 1A, are signatories to the Agreement.

Accordingly, it is this 25th day of March, 2015, **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 2 (Nature of the Business) – The following sentence shall be modified to read as follows: “Any change from this model shall be of great concern to residents and requires prior approval by the ABC Board.”

Section 3 (Hours of Operation and Sales) – The last sentence shall be modified to read as follows: “Provided, however, (1) on days designated by the DC ABC Board as “extended Hours for ABC Establishments” Applicant may serve alcoholic beverages and provide entertainment for one additional hour (that is, one hour later in the morning) or later hours as authorized; (2) in the event the Council of the District of Columbia or the DC ABC Board grant licensees in general extended operating hours Applicant may avail itself of such extended hours; (3) on January 1 of each year Applicant may serve alcoholic beverages and provide entertainment until 4 a.m.”

Section 9 (Rats and Vermin Control) – The following sentence shall be modified to read as follows: “Applicant shall provide proof of its rat and vermin control contract upon the request of the Board.”

Section 11 (License Ownership and Compliance with ABRA Regulations) – The following language shall be removed: “Applicant also specifically agrees to be the sole owner of the ABC License.”

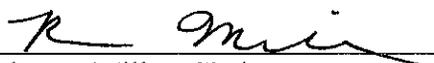
Section 12 (Participation in the Community) – The following language shall be removed: “...Applicant shall from time to time be represented at ANC 1A meetings...” and “Applicant, upon notice from the ANC shall send a representative of the establishment to a meeting to confer and deal in good faith with issues raised under this Agreement.”

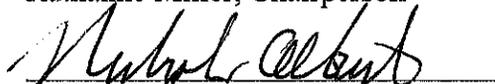
Section 13 (Notice and Opportunity to Cure) – The following sentence shall be modified to read as follows: “If Applicant or the licensee fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30-days to cure, fails to commence cure of such breach and diligently pursues such cure) failure should constitute cause for the ANC to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(e) in order to enforce the provisions of the Agreement.”

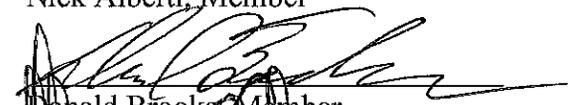
The parties have agreed to these modifications.

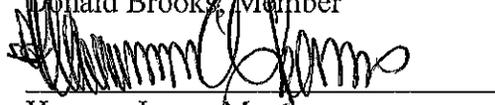
2. Copies of this Order shall be sent to the Applicant and ANC 1A.

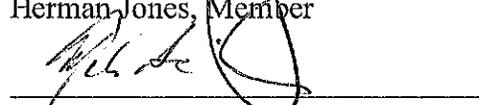
District of Columbia  
Alcoholic Beverage Control Board

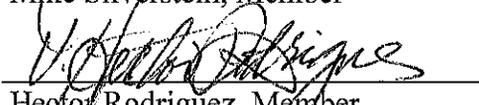
  
Ruthanne Miller, Chairperson

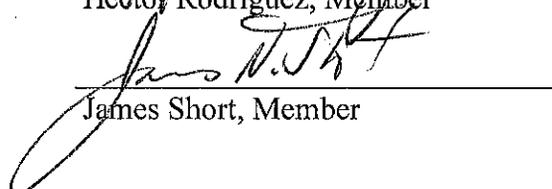
  
Nick Alberti, Member

  
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 14<sup>th</sup> 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).



# ADVISORY NEIGHBORHOOD COMMISSION 1A

SMD 1A01 – Marvin L. Johnson  
SMD 1A04 – Matthew Goldschmidt  
SMD 1A07 – Darwin Frost  
SMD 1A10 – Rashida Brown

SMD 1A02 – Josue Salmeron  
SMD 1A05 – Thu Nguyen  
SMD 1A08 – Kent C. Boese  
SMD 1A11 – Dotti Love Wade

SMD 1A03 – Tom Gordon  
SMD 1A06 – Patrick W. Flynn  
SMD 1A09 – Bobby Holmes  
SMD 1A12 – Margaret Hundley

## SETTLEMENT AGREEMENT

THIS AGREEMENT (“Agreement”) is made on this 14 day of January, 2015, by and between Small Fry, Inc., t/a Union Drinkery (the “Applicant”), and Advisory Neighborhood Commission 1A (“Protestant”), (collectively, the “Parties”).

### WITNESSETH

WHEREAS, Applicant has applied for a Retailers License Class “C” Tavern for a business establishment located at 3216 Georgia Avenue, NW, Washington, D.C. (the “Premises”);

WHEREAS, the Protestant is Advisory Neighborhood Commission 1A, who filed a timely protest (the “Protest”) against the issuance of the Applicant’s license application pursuant to D.C. Official Code § 25-601 (1) and §25- 601 (4), respectively;

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board (“ABC Board”) approve the Applicant’s license application conditioned upon the Applicant’s compliance with the terms of this written agreement; and

WHEREAS, the Parties are desirous of entering into an Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect on (i) the peace, order, and quiet of the neighborhood and (ii) pedestrian safety and vehicular traffic, and to eliminate the need for a Protest Hearing regarding the license application.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, 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 tavern with an emphasis on food and a variety of live entertainment as noted below. Any change from this model shall be considered by both Parties to be a substantial change in operation of great concern to residents and requires prior approval by the ABC Board.
3. **Hours of Operation and Sales:** The Applicant’s hours of operation shall be as follows;

Sunday 10:00 am – 2:00 am,  
Monday through Thursday 9:00 am – 2:00 am  
Friday and Saturday 9:00 am – 3:00 am

The Applicant’s hours for selling and serving alcohol shall be as follows:

Advisory Neighborhood Commission 1A  
3400 11th Street NW #200  
Washington, DC 20010

Sunday 10:00 am – 2:00 am  
Monday through Thursday 9:00 am – 2:00 am  
Friday and Saturday 9:00 am – 3:00 am

The Applicant's hours for selling and serving alcohol in the Summer Garden shall be as follows:

Sunday 10:00 am – 2:00 am  
Monday through Thursday 10:00 am – 2:00 am  
Friday and Saturday 10:00 am – 3:00 am

On special occasions, the establishment may stay open later if DC Law permits, and/or if applicant follows proper procedure as dictated by ABRA to secure later operating hours.

4. **Floors Utilized and Occupancy:** The Applicant will operate its establishment on the 1<sup>st</sup> and 2<sup>nd</sup> floors of the building, basement and summer garden. The Establishment will have no more patrons than permissible by DC Code and Fire regulations.
5. **Parking:** It is a principal concern of Protestants that Applicant's operation of Establishment does not create or exacerbate parking problems within the ANC boundaries. The Applicant will encourage patrons not to park in the rear of the Establishment so that vehicles are not parked on the abutting property.
6. **Noise and Privacy:** Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall make architectural improvements to the property and take all necessary actions to ensure that music, noise, and vibration from the Establishment are not audible within the adjacent residential properties. Applicant agrees to implement sound suppression measures that will mitigate any noise from this tavern and summer garden that may be heard in surrounding resident's homes, including keeping its doors and windows closed when live music is being played at the Establishment. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry or exit doors.
7. **Noise and Rear Summer Garden:** Specifically, Applicant needs to ensure that rear summer garden of Establishment does not interfere with the peace, order, quiet and tranquility of residents in the enjoyment of their homes or generate a noise complaint.
8. **Public Space and Trash:** Applicant shall keep 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. The Applicant agrees to obtain a dumpster to be placed in the rear of the building. 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 so that no garbage is placed on the abutting property.
9. **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 of the Protestants. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there is not garbage and odors present the following morning.

10. **Security Cooperation in Stemming Illegal Drugs and Public Drinking:** Applicant agrees that it shall take all necessary steps to minimize drug activity and public drunkenness, including 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.
11. **License Ownership and Compliance with ABRA Regulations:** Applicant promises to Protestants that it shall abide by all Alcoholic Beverage Regulation Administration (ABRA) regulations regarding ownership of the license and all other provisions applicable to liquor licensees, and agrees that Protestants shall have standing to ask the ABC Board to enforce any violations of the agreement. Applicant also specifically agrees to be the sole owner of the ABC License.
12. **Participation in the Community:** Applicant agrees to seek to maintain open communication with the Protestants, and the community for which the ANC acts. To this end, Applicant shall from time to time be represented at ANC 1A public meetings, which currently occur on the second Wednesday of each month at 7:00 pm at the Harriet Tubman Elementary School, 3101 13<sup>th</sup> Street, NW, Washington, DC 20010. Applicant, upon notice from the ANC shall send a representative of the Establishment to a meeting to confer and deal in good faith with issues raised under this Agreement.
13. **Notice and Opportunity to Cure:** In the event that any of the parties is in breach of this Agreement, the party shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If Applicant or the licensee 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 cure of such breach and diligently pursues such cure) failure shall constitute a cause for seeking a Show Case Order from the ABC Board pursuant to D.C. Official Code § 25- 447. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt.

If to Applicant:  
Small Fry, Inc.  
3216 Georgia Avenue, NW  
Washington, DC  
Attn: Ali Bagheri  
(202) 290-5000

If to Protestants:  
Advisory Neighborhood Commissions 1A  
3400 11<sup>th</sup> Street, NW  
Washington, DC  
Attn: Kent Boese, Chairman  
202- 944-8111

Small Fry, Inc.

Signature: \_\_\_\_\_



Print Name: Ali Busheri

ANCIA

Signature: 

Print Name: Kent C. Boese