

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

In the Matter of:)
)
Butter Bowl Corporation)
t/a Batter Bowl Bakery)
)
Applicant for a New)
Retailer's Class CR License)
)
at premises)
403 H Street, N.E.)
Washington, D.C. 20002)
)

Case No. 15-PRO-00072
License No. ABRA-099176
Order No. 2015-385

Butter Bowl Corporation, t/a Batter Bowl Bakery (Applicant)

Jared Alves, 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 Butter Bowl Corporation, t/a Batter Bowl Bakery, for a new Retailer's Class CR License, was protested by ANC 6C.

The official records of the Board reflect that the Applicant and ANC 6C entered into a Settlement Agreement (Agreement), dated July 31, 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 Jared Alves, 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 5th day of August, 2015, **ORDERED** that:

1. The Application filed by Butter Bowl Corporation, t/a Batter Bowl Bakery, for a new Retailer's Class CR License, located at 403 H 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 The Protest of ANC 6C in this matter is hereby **WITHDRAWN**;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 31st day of July by and between Batter Bowl Corp (hereinafter the "Applicant") and 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 CR license for premises of 403 H Street, N.E., 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 Protestant's concerns and Protestants will agree to the issuance of the ABC License and withdraw their Protests.

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

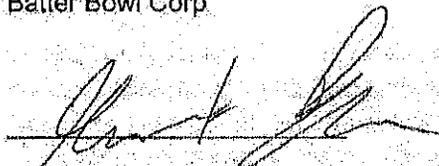
1. **Nature of Business:** Applicant will operate at all times as a bona-fide Class C (as such term is defined in ABC statutes and regulations). Food service will be available until closing. Applicant will not make its premises available to non-employee promoters for presentation of advertised "parties" or "events" intended to generate profit for such promoters. Applicant will not participate in any "Pub Crawl" promotions.
2. **Hours of Operation:** Applicant's operating hours shall not exceed 8 a.m. to 1 a.m. daily. Sale of alcoholic beverages shall be from 11 a.m. to midnight. 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 ABC Board as "Extended Hours for ABC Establishments" applicant may operate for one additional hour (i.e., one hour later in the evening); and (b) in the event the Council of D.C. or the ABC Board grants extended operating hours to licensees in general (e.g., 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 D.C. Code 25-725. Licensee acknowledges that noise is a critical issue for the neighborhood. Applicant will encourage employees and patrons to be considerate of residents in the neighborhood by keeping voices 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. **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 7:00 a.m. and 5:00 p.m. Mondays – Saturdays. Delivery vehicles will park in the 4th Street N.E. loading zone adjacent to the premises, and will not enter the alley behind the premises.
5. **Trash Pick-Up and Removal:** Applicant will maintain regular trash/garbage removal service only during the hours from 9:00 a.m. to 5:00 p.m. The Applicant shall keep dumpster lids tightly closed and incapable of being entered by rodents, to limit odors and help control the pest (Insect) and rodent population. Applicant will contract for regular rodent and pest abatement. Applicant will not dispose of glass bottles after 10:00 p.m.
6. **Maintenance of Property:** Applicant will be responsible for clearing snow from the sidewalk within three (3) daylight hours after snowfall ends.

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 trashcans.
8. **Withdrawal of Protest:** Protestants agree to the issuance of the license and the withdrawal of their protests upon execution of this Agreement, if 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.
9. **Right to Seek Redress:** The parties agree that the 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 Protestants to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(e) to enforce the provisions of the Agreement.

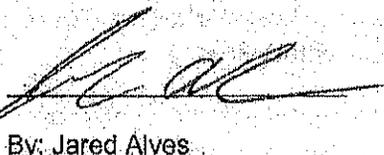
IN WITNESS WHEREOF, the Parties place their signatures to this agreement, this 31st day of July, 2015.

Applicant:

Batter Bowl Corp.


By: Meseret Bekele

Advisory Neighborhood Commission 6C:


By: Jared Alves
Member
Alcoholic Beverage Licensing Committee