

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

**In the Matter of:**

SST Management, LLC  
t/a Bin 1301 Wine Bar

Applicant for a New  
Retailer's Class CT License

at premises  
1301 U Street, N.W.  
Washington, D.C. 20009

Case No. 13-PRO-00063  
License No. ABRA-091682  
Order No. 2013-376

SST Management, LLC, t/a Bin 1301 Wine Bar (Applicant)

Joan Sterling, President, Shaw-Dupont Citizens Alliance, Inc. (SDCA)

**BEFORE:** Ruthanne Miller, Chairperson  
Nick Alberti, Member  
Donald Brooks, Member  
Herman Jones, Member  
Mike Silverstein, Member

**ORDER ON SETTLEMENT AGREEMENT AND  
WITHDRAWAL OF PROTEST OF SDCA**

The Application filed by SST Management, LLC, t/a Bin 1301 Wine Bar, for a new Retailer's Class CT License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on June 3, 2013, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and SDCA have entered into a Settlement Agreement (Agreement), dated July 19, 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 Joan Sterling, on behalf of SDCA, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by SDCA.

Accordingly, it is this 14<sup>th</sup> day of August, 2013, **ORDERED** that:

1. The Application filed by SST Management, LLC, t/a Bin 1301 Wine Bar, for a new Retailer's Class CT License, located at 1301 U Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of SDCA in this matter is hereby **WITHDRAWN**;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, except for the following modifications:

Section 2 (Nature of the Business) – The following sentence shall be modified to read as follows: “The applicant will manage and operate an establishment that is regularly used for the sale and service of prepared food until closing time each night.”

Section 2 – The following sentence shall be removed: “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 Notice to all signatories as provided below in Provision 10.”

Section 5 (Summer Garden Café) – The following sentence shall be removed: “Applicant agrees that it shall not seek to expand the capacity of the sidewalk café without amendment of this Agreement.”

Section 7 (Public Space and Trash) – The following sentence shall be modified to read as follows: “Applicant will comply with 20 DCMR § 2806.”

Section 8 (Rats and Vermin Control) – The following sentence shall be removed: “Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there are not garbage and odors present the following morning.”

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Section 9 (License Ownership and Compliance with ABRA Regulations)  
– The following sentence shall be removed: “Applicant also specifically agrees to be the sole owner of the ABC license.”

Section 10 (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 reasonable requires more than 30-day to cure, fails to commence cure such breach and diligently pursues such cure) failure shall constitute a cause for filing a complaint with the ABC Board pursuant to D.C. Official Code § 25-447.”

The parties have agreed to these modifications.

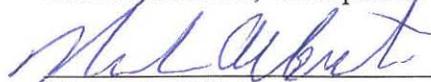
4. Copies of this Order shall be sent to the Applicant and SDCA.

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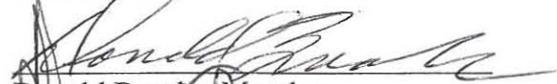
District of Columbia  
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



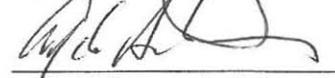
Nick Alberti, Member



Donald Brooks, Member



Herman Jones, Member



Mike Silverstein, Member

Pursuant to D.C. Official Code § 25-433, any Party adversely affected by this Order may file a Motion for Reconsideration 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, D.C. 20009.

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 19<sup>th</sup> day of July, 2013 and between SST Management, LLC; Trade Name: Bin; 1301 U Street NW; License #091682 ("Applicant"), and the Shaw-Dupont Citizens Alliance, Inc (SDCA) ("Protestant"), (collectively, the "Parties").

ALCOHOLIC BEVERAGE  
REGULATION ADMIN  
2013 JUL 22 P 3 14

WITNESSETH

WHEREAS, Applicant has applied for a License Class CT Tavern, License Number 091682 for a business establishment ("Establishment") located at 1301 U Street NW, Washington, D.C. ("Premises"), and

ABRA

WHEREAS, Protestant is SDCA, who filed a timely Protest against the renewal of the Applicant's license application pursuant to D.C. Official Code § 25-601(1) and 601(4), and

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 a Settlement 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 adverse effect on peace, order and quiet; residential parking and vehicular and pedestrian safety; and over concentration of ABC licensed establishments in the neighborhood; 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 Class CT Tavern to include the service of food, until closing time each night, specializing in American and Italian Cuisine, salads, Panini, small plates, charcuterie and cheeses. There shall be seating for no more than 36 on the interior, and 20 in the summer garden. 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 Notice to all signatories as provided below in Provision 10. Notice and Opportunity to Cure.

**3. Interior Hours of Operation and Sale of Alcohol.**

The Applicant's interior hours of operation and sales of alcohol and food shall be as follows:

Sunday through Thursday 10:00 am.– 2:00am. (last call ½ hour prior)  
Friday and Saturday 10:00am. – 3:00am. (last call ½ hour prior)

#### **4. Floors Utilized and Occupancy.**

The Applicant will operate its establishment on one floor of the building. The Establishment will have no more than 36 interior seats and a maximum occupancy established by their Certificate of Occupancy; and a summer garden not to exceed 20 seats.

#### **5. Summer Garden Cafe.**

Applicant plans to provide a summer garden with seating not to exceed 20 patrons. Applicant agrees that it shall not seek to expand the capacity of the summer garden without amendment of this Agreement. Applicant will direct that its employees inspect the sidewalk café at least once each hour to ensure its cleanliness. Summer Garden furniture must be stacked and secured at closing time of the Summer Garden each night.

The Applicant's Summer Garden hours of operation and sales of alcohol shall be as follows:

Sunday through Thursday 10:00 am – 11:00 pm (last call ½ hour prior)  
Friday and Saturday 10:00 am – 12:00 midnight (last call ½ hour prior)

#### **6. Noise and Privacy.**

Applicant will strictly comply with D.C. Official Code § 25-725 (including the noise level requirements set forth in Chapter 27 and Chapter 28 of Title 20 of the District of Columbia Municipal Regulations); and to that end shall make architectural and noise mitigation improvements to the property, and take all necessary actions to ensure that noise from the Establishment is not audible within the adjacent residential properties. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry or exit doors.

#### **7. 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 maintain all dumpsters that are placed in the rear of the building.

Applicant shall ensure that the area around the dumpsters 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. Applicant will comply with D.C Official Code § 20-2806.

Applicant shall maintain regular trash and recycling services to assure that the trash holding area remains clean and secure at all times. Applicant acknowledges the immediate proximity of residences within the Ellington Apartments, accordingly applicant will arrange for dumping of trash and recyclables so as not to disturb the peace and quiet of the Ellington residents.

Trash pick-ups will be made daily between 9:00am and 3:00pm. Dumping and/or removal of glass bottles will occur as needed between 9:00am and 3:00pm.

**8. Rats and Vermin Control.**

The Applicant shall provide rat and vermin control for its property twice each month. 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 are not garbage and odors present the following morning.

**9. License Ownership and Compliance with ABRA Regulations.**

Applicant promises to Protestants that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the 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.

**10. Notice and Opportunity to Cure.**

In the event that any of the parties is in breach of this Agreement, it 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 an 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 Cause 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:            Sosina Tadesse, owner/applicant  
   1301 U Street NW  
   Washington, DC 20009

If to Protestants:        Shaw-Dupont Citizens Alliance, Inc. (SDCA)  
   PO Box 73153  
   Washington, DC 20056

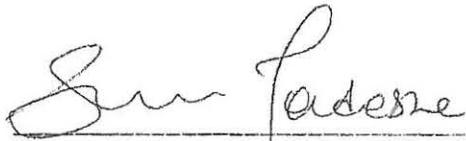
Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

**11. Withdrawal of Protest.**

Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, Protestants shall withdraw the Protest.

Applicant:

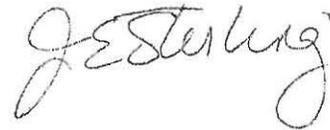
Sosina Tadesse, Owner/Applicant



Signature

Protestant:

Joan Sterling, SDCA President



Signature