

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

In the Matter of:

District Distilling Company, Inc.
t/a District Distilling Company

Applicant for a New
Retailer's Class CT License

at premises
1414-1418 U Street, N.W.
Washington, D.C. 20009

Case No. 15-PRO-00077
License No. ABRA-098271
Order No. 2015-445

District Distilling Company, Inc., t/a District Distilling Company (Applicant)

Noah Smith, Chairperson, Advisory Neighborhood Commission (ANC) 2B

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

Chris Young, President, Meridian Hill Neighborhood Association (MHNA)

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 PROTESTS**

The Application filed by District Distilling Company, Inc., t/a District Distilling Company, 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 August 18, 2015, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 2B, SDCA, and MHNA have entered into a Settlement Agreement (Agreement), dated September 22, 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; Chairperson Noah Smith, on behalf of ANC 2B; Joan E. Sterling, on behalf of SDCA; and Chris Young, on behalf of MHNA; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 2B, SDCA, and MHNA.

Accordingly, it is this 30th day of September, 2015, **ORDERED** that:

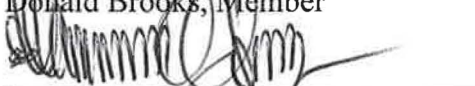
1. The Application filed by District Distilling Company, Inc., t/a District Distilling Company, for a new Retailer's Class CT License, located at 1414-1418 U Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protests of ANC 2B, SDCA, and MHNA in this matter are hereby **WITHDRAWN**;
3. The above-referenced 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, ANC 2B, SDCA, and MHNA.

District of Columbia
Alcoholic Beverage Control Board

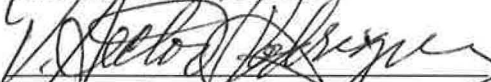

Ruthanne Miller, Chairperson

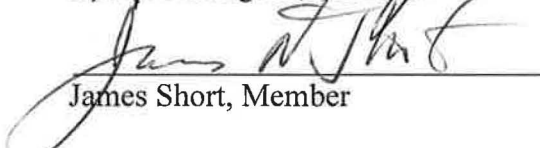

Nick Alberti, Member


Donald Brooks, Member


Herman Jones, Member


Mike Silverstein, Member


Hector Rodriguez, Member


James Short, Member

Pursuant to D.C. Official Code § 25-433(d)(1), 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).

SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of September, 2015 (the "Effective Date"), by and among District Distilling Company, Inc., trading as District Distilling Company (the "Applicant") and Advisory Neighborhood Commission 2B ("ANC 2B"), The Shaw-Dupont Citizens Alliance, Inc. ("SDCA") and the Meridian Hill Neighborhood Association ("MHNA") (collectively, referred to as the "Protestants"), collectively, the "Parties".

WHEREAS, the Applicant has applied for a new license under the Alcoholic Beverage Control Act for a Retailer's Class "C" Tavern license with an Entertainment Endorsement and a Distillery Pub Permit as Alcoholic Beverage Regulation Administration ("ABRA") license number 98271 for the premises at 1414 – 1418 U Street, NW, Washington, DC (the "Establishment") and such application is now pending before the District of Columbia Alcoholic Beverage Control Board (the "Board") with a petition date of August 10, 2015.

WHEREAS, the premises of Applicant's nightclub Establishment is located within the boundaries of ANC 2B, SDCA and MHNA, and the Protestants have voted to protest the application.

WHEREAS, the Parties desire to enter into this settlement Agreement pursuant to D.C. Official Code, sec. 25-446 to resolve the protest.

WHEREAS, Applicant intends to take prior to commencing operation of the Establishment certain measures designed to ameliorate Protestants' concerns,

NOW, THEREFORE, in consideration of the recitals above and the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Hours: The opening hours of the Establishment will be Sunday through Thursday 7 a.m. until 2 a.m. and on Friday and Saturday 7 a.m. to 3 a.m. The hours for the sales, service and consumption of alcoholic beverages will be Sunday through Thursday 8 a.m. until 2 a.m. and on Friday and Saturday 8 a.m. to 3 a.m. The hours for live entertainment will be Sunday through Thursday 6 p.m. until 1 a.m. and on Friday and Saturday 6 p.m. to 2 a.m. In addition, nothing in this Agreement shall prevent the Applicant from applying for, and the Board considering an application for extended holiday hours.
3. Seating and Standing: Seating will be 157 seats inside at tables and the bar with a total capacity of 170 person occupancy for patrons.
4. Noise. Applicant acknowledges familiarity with and will comply with all applicable noise-control provisions of the District of Columbia law and regulations, including but not limited to:

(a). Preventing emissions of sound, capable of being heard outside the Premises, by any musical instrument or amplification device in accordance with D.C. Official Code § 25-725. Further, the Applicant agrees to abide by all relevant provisions of the D.C. Noise Control Act of 1977 (D.C. Law 2-53, as amended) Title 20, DCMR Chapters 27 and 28.

(b). Applicant will close the windows of the Premises when entertainment, including live performance or DJs are occurring or operating. Street level doors will be closed at any time that amplified sound is being emitted, except when persons are in the act of using the door for ingress or egress from the Premises. Second floor windows will not be opened whenever Entertainment (as defined in section 6 below) is provided. The Applicant will post signs to encourage its patrons not to disturb the residential neighborhood adjacent to the 14th and U Street corridors.

(c). The Applicant agrees to announce last call 30 minutes prior to closing.

(d). The Applicant agrees not to install amplified noise speakers on the outside of the premises and that no inside speakers will be pointed outside. The Applicant understands that amplified noise emanating from late-night establishments in the neighborhood is of significant concern to neighbors.

(e). The Applicant agrees to design the inside sound system to be sensitive to the immediate residential neighbors of their adjoining building and to consult the property manager for guidance on how best to prevent noise coming from the Establishment from emanating into residential property. If, after opening, residents or the property manager indicate that amplified noise is audible in residential premises, the Applicant agrees to take any steps necessary, including installation of noise reducing materials or reduction of amplified noise, to eliminate the transmission of noise which exceeds the noise level requirements set forth in chapter 27 of Title 20 of the District of Columbia Municipal Regulations.

5. Trash. Applicant will store and maintain all trash, garage and refuse in a holding area within the building premises. There will be no outdoor garbage area, nor will the Applicant store/maintain any trash or garage on the public space. Applicant will make all reasonable efforts to ensure that the public space in front of the premises remains clean. Trash will also be collected, stored and removed from the Applicant's premises in accordance with the building's trash policies.

6. Entertainment. The Applicant seeks an entertainment endorsement for the occasional small live band, DJ or type of Entertainment as the term is defined in Section 25-101(21A) of the D.C. Code. There will be no built-in or designated dance floor or DJ booth. Entertainment will primarily be provided on the first floor of the Establishment and occasionally on the second floor. The number of events for which Entertainment is provided will be limited to 12 events per month with no limit during the month of December, and the Establishment will not utilize an outside promoter (e.g., a third-party entity hired to promote Entertainment events such as a concert promoter) for any such event. The Applicant agrees not to charge a general cover for entrance; however,

specially scheduled events are permitted, such as fundraisers, charitable events, holiday events, community events, nonprofit events and private celebrations.

7. Queuing and Immediate Outside Space. The immediate sidewalk space in front of the establishment (on U Street NW) is narrow, crowded and of concern to protestants. Applicant agrees to use its best efforts to actively prevent queuing of patrons on U Street and to check identifications in the foyer of the establishment. The Applicant agrees not to set up stanchions on U Street NW.

8. Deliveries. All deliveries will be made from the loading dock provided in the rear of the building, within the building structure, after 7 a.m.

9. Parking. Given the scarcity of parking in the community, the Applicant agrees to discourage employees from parking on the residential side streets and in the public allies. Patrons will be informed of, and encouraged (through the Applicant's website and other means) to use, the public parking at the Reeves Center or other public parking in the neighborhood, Metrorail and other transportation options.

10. Consideration. Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage its employees leaving the Establishment to keep conversations and noise down. There shall be no disposal or collection of glass bottles in any outdoor area. The Applicant agrees to work in good faith with the neighbors and the Protestants to resolve any problems. For matters requiring communication, the contact information for District Distilling Company will be: Mr. Said Haddad, Restaurant and Bar General Manager, (617) 480-2410, saidghaddad@gmail.com. If this contact should change, the Applicant will immediately inform protestants.

11. Withdrawal of Protests. Protestants agree to the issuance of the license and withdrawal of their respective Protests upon execution of this Agreement and provided that this Settlement Agreement is incorporated into the Board's order approving the application.

(Signatures on the following page)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first written above.

APPLICANT:

DISTRICT DISTILLERY
COMPANY, INC.

By: J. David
Name: Jeffrey David
Title: President

PROTESTANTS:

ADVISORY NEIGHBORHOOD
COMMISSION 2B

By: _____
Noah Smith on behalf of ANC 2B

THE SHAW-DUPONT CITIZENS
ALLIANCE, INC.

By: _____
Joan E. Sterling, President

MERIDIAN HILL NEIGHBORHOOD
ASSOCIATION

By: _____
Chris Young, President

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APPLICANT:

DISTRICT DISTILLERY
COMPANY, INC.

By:

Name: _____
Title: _____

PROTESTANTS:

ADVISORY NEIGHBORHOOD
COMMISSION 2B

By:



Noah Smith on behalf of ANC 2B

THE SHAW-DUPONT CITIZENS
ALLIANCE, INC.

By:

Joan E. Sterling, President

MERIDIAN HILL NEIGHBORHOOD
ASSOCIATION

By:


Chris Young, President

President @ meridianhilldc.org

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APPLICANT:

DISTRICT DISTILLERY
COMPANY, INC.

By: _____
Name: _____
Title: _____

PROTESTANTS:

ADVISORY NEIGHBORHOOD
COMMISSION 2B

By: _____
Noah Smith on behalf of ANC 2B

THE SHAW-DUPONT CITIZENS
ALLIANCE, INC.

By: John E. Sterling 9/22/15
John E. Sterling, President

MERIDIAN HILL NEIGHBORHOOD
ASSOCIATION

By: _____
Chris Young, President