

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

In the Matter of:)

Sticky Fingers Bakery Bistro, LLC)
t/a Fare Well)

Applicant for a New)
Retailer's Class CR License)

at premises)
406 H Street, N.E.)
Washington, D.C. 20002)

Case No. 15-PRO-00013
License No. ABRA-097260
Order No. 2015-245

Sticky Fingers Bakery Bistro, LLC, t/a Fare Well (Applicant)

Drew Courtney, Chairperson, 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 PROTEST OF ANC 6C**

The Application filed by Sticky Fingers Bakery Bistro, LLC, t/a Fare Well, for a new Retailer's Class CR License, was properly and timely protested by Advisory Neighborhood Commission (ANC) 6C pursuant to D.C. Official Code § 25-601 (2001). The Applicant and the ANC 6C (Parties) came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on March 16, 2015 in accordance with D.C. Official Code § 25-601(2001).

The Board's official records reflect that the Parties have entered into a Settlement Agreement (Agreement), dated April 17, 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 Drew Courtney, on behalf of ANC 6C, are signatories to the Agreement.

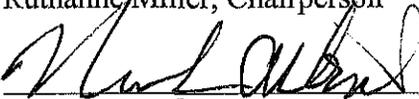
This Agreement constitutes a withdrawal of the Protest filed by ANC 6C.

Accordingly, it is this 6th day of May, 2015, **ORDERED** that:

1. The Application filed by Sticky Fingers Bakery, LLC t/a Sticky Fingers Sweets & Eats DC for a new Retailer's Class CR License, located at 406 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 The Protest of ANC 6C in this matter is hereby **WITHDRAWN**;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.
4. Copies of this Order shall be sent to the Applicant and ANC 6C.

District of Columbia
Alcoholic Beverage Control Board

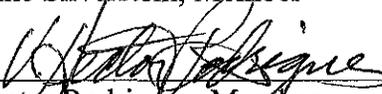

Ruthanne Miller, Chairperson

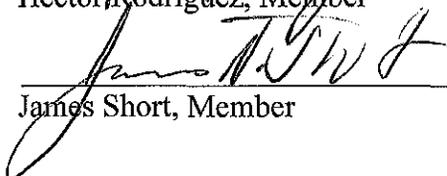

Nick Alberti, Member


Donald Brooks, Member


Herman Jones, Member


Mike Silverstein, Member


Hector Rodriguez, Member


James Short, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), 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, Reeves Center, 2000 14th Street, N.W., 400S, Washington, D.C. 20009.

Also, pursuant to section 11 of the District of Columbia Administrative Procedure Act, Pub. L. 90-614, 82 Stat. 1209, District of Columbia 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, 500 Indiana Avenue, N.W., Washington, D.C. 20001. However, the timely filing of a Motion for Reconsideration pursuant to 23 DCMR § 1719.1 (April 2004) 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).

THIS AGREEMENT is made and entered into as of this 17th day of April by and between Sticky Fingers Bakery Bistro LLC (hereinafter the "Applicant"), 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 406 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 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. Applicant will not participate in any "Pub Crawl" promotions.
2. **Hours of Operation:** Applicant's operating hours shall not exceed 7 a.m. to 2 a.m. daily. Sale of alcoholic beverages shall be 9 a.m. to 2 a.m. 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. All windows will be closed by 11:00 p.m.

Applicant agreed that in the event three separate addresses within a two 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 hours at which windows will be closed will be 9:00 p.m.

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

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 9:00 am and 5:00 pm Mondays – Saturdays.

5. **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 secured 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.
6. **Maintenance of Property:** Applicant will be responsible for clearing snow from sidewalk in a timely manner.
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. **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.
9. **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 Protestants 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.

IN WITNESS WHEREOF, the Parties place their signatures to this agreement, this 17th day of April, 2015.

Applicant:

Sticky Fingers Bakery Bistro



By:

Doron Petersan

Advisory Neighborhood Commission 6C



By

Drew Courtney

Chairman

Alcoholic Beverage Licensing Committee