

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

In the Matter of:)
)
Silkari East, Inc.)
t/a Kouzina Authentic Greek Restaurant)
)
Applicant for a New)
Retailer's Class CR License)
)
at premises)
3234 Prospect Street, N.W.)
Washington, D.C. 20007)
_____)

Case No. 15-PRO-00103
License No. ABRA-099818
Order No. 2016-061

Silkari East, Inc., t/a Kouzina Authentic Greek Restaurant (Applicant)

Ronald Lewis, Chairperson, Advisory Neighborhood Commission (ANC) 2E

Robert P. vom Eigen, President, Citizens Association of Georgetown (CAG)

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
Ruthanne Miller, Member
James Short, Member

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF PROTESTS**

The Application filed by Silkari East, Inc., t/a Kouzina Authentic Greek Restaurant (Applicant), for a new Retailer's Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on November 23, 2015, and a Protest Status Hearing on December 9, 2015, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 2E, and CAG have entered into a Settlement Agreement (Agreement), dated January 4, 2016, 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 Ronald Lewis, on behalf of ANC 2E; and Robert P. vom Eigen, on behalf of CAG; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 2E and CAG.

Accordingly, it is this 10th day of February, 2016, **ORDERED** that:

1. The Application filed by Silkari East, Inc., t/a Kouzina Authentic Greek Restaurant, for a new Retailer's Class CR License, located at 3234 Prospect Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protests of ANC 2E and CAG in this matter are hereby **WITHDRAWN**;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, except for the following modification:

Section 9 (Right to Seek Redress) – The last sentence shall be modified to read as follows: “The parties agree that if any complaints of violation of this Agreement are not resolved, then any failure of the Applicant to adhere to the foregoing commitments will constitute a breach of this Agreement and shall constitute a cause 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.”

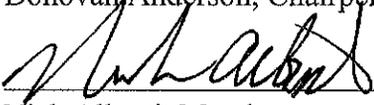
The parties have agreed to this modification.

4. Copies of this Order shall be sent to the Applicant, ANC 2E, and CAG.

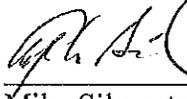
District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson



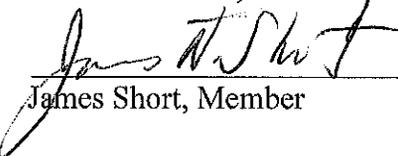
Nick Alberti, Member



Mike Silverstein, Member



Ruthanne Miller, 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 is made and entered into as of this 4th day of ~~December~~, ^{January}, 2016 by and between Silkari East, Inc., t/a Kouzina Authentic Greek Restaurant (hereinafter the "Applicant") and Advisory Neighborhood Commission 2E and the Citizens Association of Georgetown (together "Protestants").

WHEREAS, Applicant has 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 3234 Prospect Street, NW, Washington, DC.

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 withdraw their Protests.

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

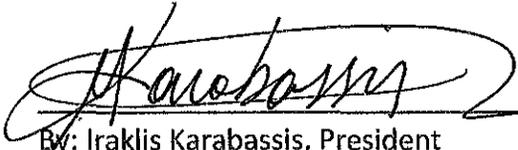
- 1. Nature of Business:** Applicant will operate at all times as a bona-fide Class CR Restaurant (as such term is defined in ABC statutes and regulations), seating 120 persons inside and 25 persons in the Summer Garden. Applicant's interior hours of operation shall cease at 11pm Sunday – Wednesday; 12am Thursday – Saturday. Food service will be available until one hour before cessation of operations, and "last call" for alcoholic beverages shall be announced one-half hour before cessation of operations. Applicant will not make its premises available to promoters for presentation of advertised "parties" or events intended to generate profit for such promoters. However, such latter restriction shall not preclude Applicant from closing its premises to the general public from time to time in order to accommodate invitation-only private functions.
- 2. Noise Suppression:** Commercially-reasonable sound attenuation methods will be utilized in the renovation of the premises so as to impede the projection of sound to the public streets or adjacent or nearby residential premises. Applicant's operations shall at all times be in compliance with the DC Noise Control Act and DC Code 25-725. When music is played within the premises, windows and doors will be kept closed, except for access and egress. Applicant will not offer live entertainment or utilize speakers in its Summer Garden.
- 3. Outdoor Seating:** Patron presence in Applicant's Summer Garden shall terminate at 10pm Sunday - Tuesday; 11pm Wednesday - Thursday; 11:30pm Friday - Saturday.

4. **Deliveries:** To maintain the peace, order, and quiet of the surrounding neighborhood, and to lessen negative impacts on rush-hour traffic, Applicant shall receive all deliveries of food, beverage, and supplies between 9am and 4pm, as possible.
5. **Trash Pick-Up and Removal:** Applicant will maintain regular trash/garbage removal service (number of days per week to be decided by owner and business necessity) only during the hours from 9am and 4pm. Trash and dumpster areas shall be kept clean. The Applicant shall enclose the dumpsters and keep dumpster lids tightly closed and incapable of being entered by rodents, in order to limit odors and help control pest and rodent populations. Applicant will contract for regular rodent and pest (insect) abatement. There shall be no outdoor disposal of glass bottles after 9pm.
6. **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 dumpster or trash cans.
7. **Communication with Protestants:** Applicant agrees to meet, as reasonably requested, with the Protestants to address any perceived problems arising from the operation of the business. The Applicant agrees to work in good faith with the Protestants to resolve any such problems.
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 Settlement Agreement is incorporated into the Board's order issuing, amending or renewing the license, which order is thereby conditioned upon compliance with such Settlement Agreement.
9. **Right to Seek Redress:** The parties agree that the Applicant will be given notice of any alleged violation of this Agreement and will be afforded reasonable time to investigate and respond to any complaint (not greater than ten days); provided, that such notice and opportunity to cure shall not be required in the event that the particular violation alleged has been the subject of a notice from Protestants (or either of them) in the preceding 120 day period. The parties agree that if any complaints of violation of this Agreement are not resolved, then any failure of the Applicant to adhere to the foregoing commitments will constitute a breach of this agreement and grounds for the Protestant(s) to petition the Board for issuance of an order to Show Cause, as provided by DC Code 25.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date stated above.

APPLICANT:

SILKARI EAST, INC.



By: Iraklis Karabassis, President

Date: 1/13/2016

PROTESTANTS:

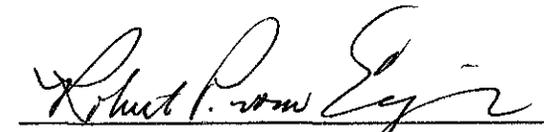
ADVISORY NEIGHBORHOOD COMMISSION



By: Ronald Lewis, Chairperson

Date: 1/9/2016

CITIZENS ASSOCIATION OF GEORGETOWN



By: Robert P vom Eigen, President

Date: _____