

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

In the Matter of:

Sugar Factory Union Station, LLC
t/a Sugar Factory

Holder of a
Retailer's Class CT License

at premises
50 Massachusetts Avenue, N.E.
Washington, D.C. 20002

License No. ABRA-099949
Order No. 2015-547

Sugar Factory Union Station, LLC, t/a Sugar Factory (Licensee)

Thomas M. Beline, Member of the Alcoholic Beverage Licensing Committee, Advisory
Neighborhood Commission (ANC) 6C

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

ORDER ON SETTLEMENT AGREEMENT

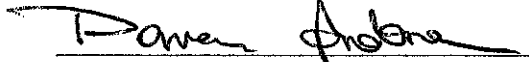
The official records of the Alcoholic Beverage Control Board (Board) reflect that Sugar Factory Union Station, LLC, t/a Sugar Factory (Licensee) and ANC 6C entered into a Settlement Agreement (Agreement), dated November 17, 2015, in accordance with D.C. Official Code § 25-446 (2001).

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Thomas M. Beline, on behalf of ANC 6C, are signatories to the Agreement.

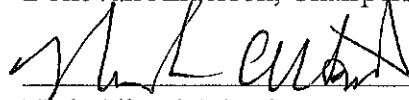
Accordingly, it is this 19th day of November, 2015, **ORDERED** that:

1. The above-referenced Settlement Agreement, dated November 17, 2015, submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
2. This Settlement Agreement replaces and supersedes previous Settlement Agreements between the parties; and
3. Copies of this Order shall be sent to the Licensee and ANC 6C.

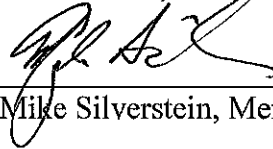
District of Columbia
Alcoholic Beverage Control Board



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).

AMENDED AND RESTATED VOLUNTARY AGREEMENT

THIS AMENDED AND RESTATED VOLUNTARY AGREEMENT is made and entered into as of this 17th day of November, 2015 by and between Sugar Factory Union Station, LLC (hereinafter the "Licensee") and Advisory Neighborhood Commission 6C (hereinafter the "ANC 6C");

WHEREAS, Licensee presently holds a Retailer's Class C Tavern license (License Number ABRA-099949) from the District of Columbia Alcoholic Beverage Control Board (hereinafter "ABC Board") for premises of 50 Massachusetts Avenue, N.E., Space T-018, Washington, D.C. where Licensee operates a business serving alcoholic beverages;

WHEREAS, the parties entered into a September 15, 2015 Voluntary Agreement governing certain aspects of the Licensee's operations;

WHEREAS, Licensee seeks to extend certain hours of operations and hours of sales and consumption, and ANC 6C supports the change and does not consider the extension of hours of operation and hours of sales and consumption to be of concern to residents in the area surrounding the establishment; and

WHEREAS, the parties desire to enter into this superseding Amended and Restated Voluntary Agreement.

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

1. **Nature of Business:** Licensee will operate at all times as a *bona-fide* Class C Tavern (as such term is defined in ABC statutes and regulations). Licensee will not make its premises available to non-employee promoters for presentation of advertised parties or events intended to generate profit for such promoters.
2. **Hours of Operation:** Licensee's hours of operations shall be: Sunday from 7:00am to 10:00pm; Monday through Wednesday from 6:00am to 10:00pm; and Thursday through Saturday from 6:00am to 12:00am (midnight).
3. **Hours of Sales and Consumption:** Licensee's hours of alcohol sales and consumption shall be: Sunday through Wednesday from 10:00am to 10:00pm; and Thursday through Saturday from 10:00am to 12:00am (midnight). It is understood that after cessation of said operating hours, no patrons shall remain on the premises. Exceptions to the stated hours shall be granted for:
 - a.) Days designated by the ABC Board as "Extended Hours for ABC Establishments" or "Daylight Savings Time Extension of Hours" - Licensee may operate for one additional hour (that is, one hour later);
 - b.) In the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours for specific occasions, such as Inauguration or World Cup, Licensee may avail itself of such extended hours; and
 - c.) On January 1 of each year Licensee may operate for one additional hour (that is, one hour later).
4. **To Go Single Sales:** Licensee agrees not to sell alcoholic beverages in to go containers.

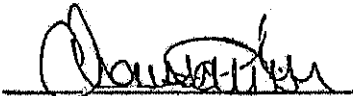
5. **Large Format Drinks:** Licensee agrees that any alcoholic beverages containing 32 ounces or more of liquid may only be sold to two (2) or more customers that will share the drink while remaining on the Licensee's premises. Licensee agrees that alcoholic beverages containing 32 ounces or more of liquid will cease being offered for sale within thirty (30) minutes of the end of Licensee's hours of alcohol sales and consumption. Licensee agrees that bartenders and wait staff will be trained to maintain the rule that at least two (2) patrons must be present and legally able to participate in consuming any alcoholic beverages containing 32 ounces or more of liquid. Licensee agrees to include the two-person minimum requirement on any menus, promotional materials, or signage used to advertise alcoholic beverages containing 32 ounces or more of liquid at the Union Station establishment premises.
6. **Trash and Recycling Pick-Up and Removal.** Licensee will maintain regular trash/garbage and recycling removal service only during the hours from 9:00 a.m. to 5:00 p.m.
7. **Communication with ANC 6C.** Licensee is encouraged to meet with ANC 6C and neighbors to address any perceived problems arising from the operation of the business.
8. **ANC 6C Support.** ANC 6C supports the reissuance of the Licensee's ABC license with extended hours sought by the Licensee upon execution of this Amended and Restated Voluntary Agreement, provided that this Amended and Restated Voluntary Agreement is incorporated into the Board's order issuing, amending or renewing the license, which order is thereby conditioned upon compliance with such Amended and Restated Voluntary Agreement.
9. **Right to Seek Redress.** The parties agree that Licensee will be given written notice of any alleged violation of this Amended and Restated Voluntary 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 Amended and Restated Voluntary Agreement is not so resolved, then any failure of the Licensee to adhere to the foregoing commitments will constitute a breach of this Amended and Restated Voluntary Agreement and grounds for the ANC 6C to file a complaint with the Board as provided by D.C. Code § 25-446(e).
10. **Jointly Request.** The parties jointly request that the terms of this superseding Amended and Restated Voluntary Agreement be incorporated into the Licensee's ABC license.

[signature page to follow]

IN WITNESS WHEREOF, the Parties place their signatures to this Amended and Restated Voluntary Agreement, this 17th day of November, 2015.

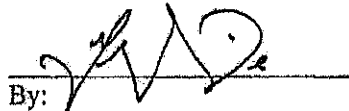
Licensee:

Sugar Factor Union Station, LLC



By:
Charissa L. Davidovici
Managing Member

Advisory Neighborhood Commission 6C



By:
Thomas M. Beline
Member
Alcoholic Beverage Licensing Committee