

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

In the Matter of:)
)
In the Matter of:)
)
The NMD Group, LLC)
t/a Uniontown Bar & Grill)
)
Applicant for a New)
Retailer's Class CR License)
at premises)
2200 Martin Luther King, Jr. Avenue, S.E.)
Washington, D.C. 20020)
_____)

License No. 084348
Order No. 2010-455
Case No. 10-PRO-00079

The NMD Group, LLC, t/a Uniontown Bar & Grill, Applicant

Anthony Muhammad, Chairperson, Advisory Neighborhood Commission (ANC) 8A

BEFORE: Charles Brodsky, Chairperson
Mital M. Gandhi, Member
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Calvin Nophlin, Member
Mike Silverstein, Member

**ORDER ON COOPERATIVE AGREEMENT AND WITHDRAWAL OF
PROTEST**

The official records of the Alcoholic Control Board (Board) reflect that The NMD Group, LLC, t/a Uniontown Bar & Grill (Applicant), filed an Application for a new Retailer's Class CR License located at 2200 Martin Luther King, Jr. Avenue, S.E., Washington, D.C. The Applicant and Chairperson Anthony Muhammad, on behalf of ANC 8A, have entered into a Cooperative Agreement (Agreement) dated July 19, 2010, setting forth the terms and conditions that govern the operation of the Applicant's establishment. This Agreement also constitutes a withdrawal of the Protest of this Application.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson Anthony Muhammad, on behalf of ANC 8A, are signatories to the Agreement.

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Accordingly, it is this 8th day of September 2010, **ORDERED** that:

1. The Application filed by The NMD Group, LLC, t/a Uniontown Bar & Grill (Applicant), for a new Retailer's Class CR License located at 2200 Martin Luther King, Jr. Avenue, S.E., Washington, D.C., is **GRANTED**;
2. The Protest in this matter is hereby **WITHDRAWN**;
3. The above-referenced Cooperative Agreement submitted by the Applicant and Chairperson Anthony Muhammad, on behalf of ANC 8A, to govern the operations of the Applicant's establishment are **APPROVED** and **INCORPORATED** as part of this Order, except for the following modifications:

Section 16 shall be modified as follows: "This agreement may be modified, superseded, or void only upon the written and signed agreement or by the ABC Board."

The following sentence in Section 19 shall be removed: "Upon a determination that the licensee has violated the Cooperative Agreement, the board shall penalize the Licensee according to the provisions set forth for violations of a license in Chapter S of the D.C. Official Code, Title 25."

The Parties have agreed to the modifications.

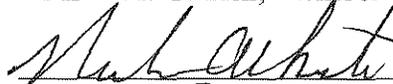
4. Copies of this Order shall be sent to the Applicant and ANC 8A.

District of Columbia
Alcoholic Beverage Control Board

Charles Brodsky, Chairperson



Mital M. Gandhi, Member



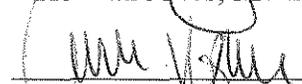
Nick Alberti, Member



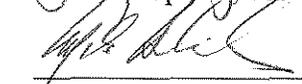
Donald Brooks, Member



Herman Jones, Member



Calvin Nophlin, Member



Mike Silverstein, 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, 1250 U Street, N.W., 3rd Floor, Washington, D.C. 20009.

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Cooperative Agreement
between
Advisory Neighborhood Commission 8A (ANC)

and

Uniontown Bar and Grill
(Licensee Trading as)

2200 Martin Luther King, Jr. Avenue S.E.
(Address)

Retail Class "C" Restaurant ABRA-084348
(Retailer's Class & License number)

THIS AGREEMENT is entered into by and between Uniontown Bar and Grill (hereafter referred to as "Licensee") and the following entity Advisory Neighborhood Commission (ANC), 8A (hereafter referred to as "Protestant"):

WHEREAS, Uniontown Bar and Grill desires to obtain authorization from the District of Columbia Alcohol Beverage Regulation Administration (ABRA) a Retailer's Class "C" Restaurant license to permit the sale of beer, wine and spirits for a restaurant at the above-referenced premises; and

WHEREAS, the Licensee and ANC 8A have discussed the concerns of the community and have reached an understanding relating to the operation of the ABC licensed establishment as well as the level of cooperation that shall exist between the Applicant and the community.

WHEREAS, the Protestant seeks to assure the applicant's cooperation in maintaining the peace, order and quiet in and around the Applicant's business, as well as protect pedestrian safety;

NOW, THEREFORE, the Licensee agrees as follows:

1. **HOURS OF OPERATION.** The Licensee will not sell alcoholic beverages before or after ABC regulated hours. The Licensee will comply with all the laws and regulations governing the operation of a Retailer's Class "C" Restaurant as applied for and approved by the District of Columbia in the name of the Licensee.
2. **LOITERING.** The Licensee shall aggressively discourage loitering in the vicinity of the property, including the alley, and shall contact police when loiterers refuse to leave.
3. **LITTERING.** The Licensee will keep the "immediate environs" as defined in the D.C. Official Code, Title 25 section 24-726 Control of Litter, (a) the Licensee under a retailer's license shall take reasonable measure to ensure that immediate environs of the establishment adjacent to the alleys, sidewalks, or other public property immediately adjacent to the establishment, or other property used by the Licensee to conduct its business, are kept litter free, (b) the Licensee under a retailer's license

October 9, 1987 (D.C. Law 7-38:23 DCMR 720).

4. **DEBRIS AND TRASH.** The Licensee will keep the inside of the establishment free of debris and trash.
8. **GRAFFITI.** The Licensee will promptly (within 10 days) remove or paint over any graffiti on the exterior walls of property used by the Licensee to conduct business.
9. **PATRONS.** The Licensee will aggressively discourage patrons from consuming excessive amounts of alcoholic beverages to the point that the safety of other patrons, pedestrians and neighboring residents is compromised by practicing the following:
 - No patrons under the age of 21 will be sold or delivered an alcohol beverage.
 - The Licensee will not knowingly sell alcoholic beverages to an intoxicated person.
 - The Licensee will take all reasonable precautions to avoid the sales of alcoholic beverages in any form to anyone accompanying a person who has been denied service, if it appears that person is purchasing alcohol for that person who has been denied.
10. **PUBLIC TELEPHONES.** No exterior public pay telephones shall be installed inside and outside the premises.
11. **Camera.** The Licensee will install and properly maintain at least one surveillance camera inside and outside of the property used by the Licensee to conduct business.
12. **Illegal ACTIVITIES AND PUBLIC NUISANCES.** The Licensee will contact the Metropolitan Police Department and report any and all unlawful activity conducted inside or observed outside of the property used by the Licensee to conduct business. In addition the Licensee will continuously monitor sidewalks its establishment, attempt to dispatch any persons who are consuming alcohol in the area, and notify the Metropolitan Police Department if those persons fail to disperse. The Applicant shall make no sales of single cigarettes, cigars, cigarette rolling papers, plastic bags or drug paraphernalia. The Applicant will discourage public consumption of alcoholic beverages, refraining from selling alcoholic beverages for consumption outside of the establishment.
13. **COOPERATION WITH COMMUNITY.** The Licensee agrees to work with the community to resolve problems brought to the attention of the Licensee. Specifically the Licensee agrees to respond within 14 days business days to any written complaint that is received from the ANC 8A and further agrees to document its reasonable efforts to respond to such written complaint.
14. The Licensee agrees to have a copy of this Cooperative Agreement available upon request at the location of the business.

15. In the event any provision of this Cooperative Agreement is deemed to be void, invalid or unenforceable that provisions shall be served from the remainder of this Cooperative Agreement so as not to cause the invalidity or unenforceability of the remainder of this Cooperative Agreement. All remaining provisions of this Cooperative Agreement shall then continue in full force and effect. If any provision shall be deemed invalid to scope or breadth permitted by law.
16. This agreement may be modified, superseded or void only upon the written and signed agreement of all parties. Further, the physical destruction or loss of this document shall not be constructed as a modification or termination of the Cooperative Agreement contained herein.
17. Each party acknowledges that he/she has had an adequate opportunity to read fully consider the terms of this Cooperative Agreement. The terms and conditions of this entire Cooperative Agreement are agreed and understood by the Licensee and the community of ANC 8A.
18. The Licensee is assured that the provisions of this agreement will be offered to other members of the Ward 8 Business Community (gas stations, deli's, vendors and Liquor Stores).
19. The Licensee acknowledges the provisions of this Cooperative Agreement will be fully enforced by the effective date.

The provisions of this Cooperative Agreement shall become part of the conditions of the ABC license and shall remain in force for the duration of renewal period of the license. Violation of this Cooperative Agreement by the Licensee or the Licensee's failure to implement measures called for in the Cooperatives Agreement shall be considered just cause for the ABC board to initiate a show cause hearing upon evidence that a licensee has violated the Cooperative Agreement. Upon a determination that the licensee has violated the Cooperative Agreement, the board shall penalize the Licensee according to the provisions set forth for violations of a license in Chapter S of the D. C. Official Code, Title 25.

Notwithstanding anything to the contrary herein, Licensee shall use reasonable efforts to control, litter, keep the property clean, maintain signs and placards as required, and monitor activities around the property as set in this agreement. ANC 8A agrees to provide written notice to Licensee and the opportunity to correct same prior to initiating a "show cause" hearing for such violation; provide however that no more than two notice shall be required in any 12 month period and, provide further that no other notice shall be deemed necessary for subsequent willful violations.

This agreement shall take effect once all parties to the agreement have fixed their signatures below. The parties indicate their consent to the Agreement:



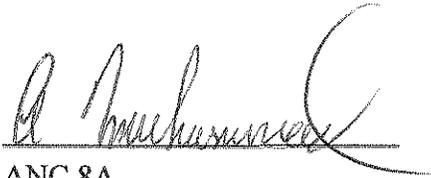
Licensee Signature

7-19-2010

Date

Natasha Dasher

Print Name



ANC 8A

7-19-2010

Date

ANTHONY MUHAMMAD

Print Name