

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

In the Matter of:)
)
BSF4, LLC)
t/a Butter Chicken Company 2)
)
Application for a New)
Retailer's Class DT License)
)
at premises)
500 H Street, NE)
Washington, D.C. 20002)
)

License No.: ABRA-116156
Order No.: 2020-188

BSF4, LLC, t/a Butter Chicken Company 2, Applicant

Graham Grossman, ANC 6C Alcoholic Beverage Licensing Member, on behalf of Advisory Neighborhood Commission (ANC) 6C

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Bobby Cato, Member
Rema Wahabzadah, Member
Rafi Crockett, Member
Jeni Hansen, Member
Edward S. Grandis, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that BSF4, LLC, t/a Butter Chicken Company 2 (Applicant), and ANC 6C entered into a Settlement Agreement (Agreement), dated March 10, 2020, 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 Graham Grossman, on behalf of ANC 6C, are signatories to the Agreement.

Accordingly, it is this 25th day of March, 2020, **ORDERED** that:

1. 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:

Subsection 3(a) (Sidewalk Café Operation and Service) – This Subsection shall be modified to read as follows: "Should complaints arise from the neighborhood related to noise stemming from operation of the sidewalk cafe, and following a vote of the Protestant, the Applicant agrees to automatically roll back the permissible hours to Sunday through Thursday, 11 a.m. - 9 p.m., and Friday and Saturday, 11 a.m. - 10 p.m."

The parties have agreed to this modification.

2. Copies of this Order shall be sent to the Applicant and ANC 6C.

District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson



James Short, Member



Bobby Cato, Member

Rema Wahabzadah, Member



Ralf Crockett, Member



Jeni Hansen, Member

Edward S. Grandis, 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 this tenth day of March 2020 by and between BSF4, LLC doing business as Butter Chicken Company 2 (“Applicant”) and Advisory Neighborhood Commission 6C (“Protestant”).

WHEREAS Applicant has filed an application with the District of Columbia Alcoholic Beverage Control Board (“ABC Board”) for a new class “D” Tavern license ABRA-116156 (“License”) for premises at 500 H St NE, Washington, DC, and

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 Protestant’s concerns and Protestant will agree to the issuance of the License and withdraw its Protest,

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 “D” Tavern licensee under District law. 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. These restrictions on promoters and promotions will not preclude the Applicant from hosting wine or beer tastings sponsored by third-party vendors, so long as these tastings accompany, and do not replace, normal food and beverage service provided by the Applicant.
- 2. Hours of Inside Operation and Service:** The hours of operation inside the premises shall be Sunday through Thursday 11am – 11pm, and Friday through Saturday 11am – 11pm. The hours of alcoholic beverage sales, service, and consumption inside the premises shall be Sunday through Thursday 11am – 10pm, and Friday through Saturday 11am – 11pm.
- 3. Sidewalk Café Operation and Service:** The sidewalk café hours of operation shall be Sunday through Thursday 11am – 10pm, and Friday through Saturday 11am – 11pm. The sidewalk café hours of alcoholic beverage sales, service, and consumption shall be Sunday through Thursday 11am – 9pm, and Friday through Saturday 11am – 10pm. At the end of the sidewalk café hours of operation, no patrons shall remain in the sidewalk café area, and the Applicant shall secure the tables and chairs so as to make them unavailable for use by late-night passersby. After the sidewalk café closes, the Applicant shall promptly remove all litter and empty any outside waste receptacle(s) so that such materials do not remain in or near the sidewalk café area overnight. Applicant shall at all times comply with the provisions of 24 DCMR §§ 210 and 316 (concerning, among other

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matters, the requirement to keep the sides of the café open except in certain specified weather conditions).

- a. Should complaints arise from the neighborhood related to the noise stemming from operation of the sidewalk café, and following a vote of the Protestant, the Applicant and The Board agree to automatically roll back these permissible hours to be Sunday through Thursday 11am – 9pm, and Friday through Saturday 11am – 10pm.
 - b. Applicant will keep the adjacent sidewalks and treebox areas free of litter and will ensure that the grass is mowed and maintained in a reasonable manner.
4. **Deliveries:** To maintain the peace, order, and quiet of the surrounding neighborhood, Applicant shall receive all deliveries (whether of food, beverages, or other materials and supplies) between 9am and 5pm Monday through Saturday. At no time shall any vehicle making any delivery to (or pick-up from) the Applicant park or stand on H St. nor shall any such vehicle park or stand in or upon, or otherwise obstruct, any crosswalk, sidewalk, bicycle lane, or alley.
5. **Noise Suppression:** The Applicant's operation shall at all times comply with the D.C. Noise Control Act and D.C. Official Code § 25-725. Applicant acknowledges that noise is a critical issue for the neighborhood.
 - a. Applicant shall encourage employees and patrons to be considerate of residents in the neighborhood by keeping voices and other noises at a level that will not disturb the peace, order, quiet, and tranquility of residents in the enjoyment of their homes.
 - b. Applicant will not dispose of glass bottles in outdoor trash or recycling receptacles after 10:00 p.m.
 - c. Applicant shall keep the exterior door(s) closed at all times after the end of the sidewalk café's operating hours, except when there is an emergency or when patrons and staff are entering or exiting the interior premises.
 - d. Applicant shall remove previously installed on the sidewalk café or use any loudspeaker to project sound into the sidewalk café.
6. **Removal of Grease and Oils:** Applicant will provide for the proper removal and recycling of grease and oils and will not deposit these substances in dumpsters, trash cans, street gutters, or catch basins.

7. **Waste Pick-Up and Removal:** Applicant will maintain regular trash, recycling, and grease removal service only during the hours 9am and 5pm Monday through Saturday.
8. **Sanitation and Pest Control:** The Applicant shall keep trash, recycling, and grease container lids tightly closed and incapable of being entered by rodents, to limit odors and help control the pest (insect) and rodent population. Applicant will contract for regular rodent and pest abatement.
9. **Rear Yard and Alley Gate:** The alley gate to Applicant's rear yard shall be fully closed and secured at all times other than during deliveries or trash, recycling, or grease collection. The Applicant shall prohibit and prevent employees and others from congregating outside at the rear of the property.
10. **Maintenance of Property:** Applicant will clear snow from the sidewalk adjacent to the premises, including the sidewalk café, within three (3) daylight hours after snowfall ends
11. **Withdrawal of Protest:** Protestant agrees to the issuance of the license and the withdrawal of its protest upon execution of this Agreement, if this settlement agreement is incorporated into all ABC Board orders issuing, amending, or renewing the license, which order is thereby conditioned upon compliance with this agreement.
12. **Right to Seek Redress:** The parties agree that any failure of the Applicant to adhere to the foregoing commitments will constitute a breach of this agreement and grounds for the Protestant to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(e) to enforce the provisions of the agreement.

IN WITNESS WHEREOF, the parties place their signatures to this agreement, this tenth day of March, 2020.

BSF4, LLC d/b/a Butter Chicken Company 2

DocuSigned by:
Asad Sheikh

3/11/2020

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By: Asad Sheikh, Managing Member

Advisory Neighborhood Commission 6C

DocuSigned by:
Graham Grossman

3/11/2020

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Graham Grossman

ANC 6C Alcoholic Beverage Licensing Committee Member
(as designated ANC 6C representative)