

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

In the Matter of:)
)
Cantina Calle N, LLC)
t/a Republic Cantina)
)
Applicant for a New)
Retailer's Class CR License)
)
at premises)
57 N Street, NW, #114)
Washington, D.C. 20001)
_____)

Case No.: 17-PRO-00060
License No.: ABRA-107578
Order No.: 2018-013

Cantina Calle N, LLC, t/a Republic Cantina (Applicant)

Bradley A. Thomas, Chairperson, Advisory Neighborhood Commission (ANC) 5E

Leon Braddell, on behalf of Hanover Area Civic Association

Chris Smythe-Macaulay, on behalf of A Group of Eighteen Individuals

Ryan Fiacco, on behalf of A Group of Twenty Three Individuals

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member
Donald Isaac, Sr., Member

**ORDER ON SETTLEMENT AGREEMENT, WITHDRAWAL OF PROTESTS AND
DISMISSAL OF A GROUP OF TWENTY THREE INDIVIDUALS' PROTEST**

The Application filed by Cantina Calle N, LLC, t/a Republic Cantina (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 6, 2017, and a Protest Status Hearing on December 6, 2017, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 5E, Hanover Area Civic Association, and a Group of Eighteen Individuals entered into a Settlement Agreement (Agreement), dated December 20, 2017 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 Bradley A. Thomas, on behalf of ANC 5E; Leon Braddell, on behalf of Hanover Area Civic Association; and Chris Smythe-Macaulay, on behalf of the Group of Eighteen Individuals; are signatories to the Agreement.

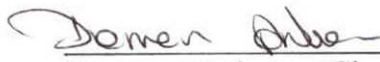
This Agreement constitutes a withdrawal of the Protests filed by ANC 5E, Hanover Area Civic Association, and the Group of Eighteen Individuals.

In addition, the Board dismissed the Protest of the Group of Twenty Three Individuals pursuant to D.C. Official Code § 25-609(b), which states that "...In the event that an affected ANC submits a settlement agreement to the Board on a protested license application, the Board, upon its approval of the settlement agreement, shall dismiss any protest of a group of no fewer than 5 residents or property owners meeting the requirements of § 25-601(2)..."

Accordingly, it is this 10th day of January, 2018, **ORDERED** that:

1. The Application filed by Cantina Calle N, LLC, t/a Republic Cantina, for a new Retailer's Class CR License, located at 57 N Street, NW, #114, Washington, D.C., is **GRANTED**;
2. The Protests of ANC 5E, Hanover Area Civic Association, and the Group of Eighteen Individuals 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;
4. The Protest of the Group of Twenty Three Individuals is **DISMISSED**; and
5. Copies of this Order shall be sent to the Applicant; ANC 5E; Leon Braddell, on behalf of Hanover Area Civic Association; Chris Smythe-Macaulay, on behalf of the Group of Eighteen Individuals; and Ryan Fiacco, on behalf of the Group of Twenty Three Individuals.

District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson



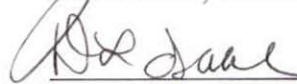
Nick Alberti, Member



Mike Silverstein, Member



James Short, Member



Donald Isaac, Sr., 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 SETTLEMENT AGREEMENT~~ ("Agreement") is made on this 20th day of December, 2017 by and between Cantina Calle N, LLC t/a Republic Cantina ("Applicant"), at 57 N Street, NW, #114, Washington, DC 20001 ABRA License # 107578 and Advisory Neighborhood Commission 5E (the "ANC"); Hanover Area Civic Association ("HACA"), and a Group of 5 or more (collectively, the "Parties").

PREAMBLE

Through this Agreement the Parties aim to create an environment in which the Applicant may operate as a viable contributing establishment in the ANC 5E community.

WITNESSETH

WHEREAS, Applicant has applied for a License Class CR for a full-service restaurant, with a summer garden and sidewalk café ("**Establishment**") serving Tex-Mex food and alcoholic beverages at 57 N Street, NW, #114, Washington, DC 20001 (the "**Premises**");

WHEREAS, the ANC, HACA, and the Group of 5 or more have concerns regarding the granting of this application;

WHEREAS, the Parties believe that the statements and provisions contained in this Agreement are reasonable and shall become wholly integrated into the day-to-day operation of the Establishment; and

WHEREAS, the Parties have agreed to enter into this Agreement and request that the ABC Board approve the Applicant's license application conditioned upon the Applicant's compliance with the terms of this written Agreement.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the Parties agree as follows:

1. **Recitals Incorporated**: The recitals set forth above are incorporated herein by reference.
2. **Nature of the Business**: Applicant will manage and operate a restaurant with a sidewalk café and a summer garden.
3. **Hours of Operation**: The hours of operation and hours of selling, serving and consuming alcohol shall not exceed:

Interior Hours:

Sunday:	7:00 a.m. - 9:00 p.m.
Monday through Thursday:	7:00 a.m. - 11:00 p.m.
Friday and Saturday:	7:00 a.m. - 12:00 a.m.

Summer Garden:

Sunday: 7:00 a.m. - 9:00 p.m.
Monday through Thursday: 7:00 a.m. - 10:00 p.m.
Friday and Saturday: 7:00 a.m. - 11:00 p.m.

Sidewalk Café:

Sunday: 7:00 a.m. - 9:00 p.m.
Monday through Thursday: 7:00 a.m. - 10:00 p.m.
Friday and Saturday: 7:00 a.m. - 11:00 p.m.

In addition to the foregoing, the Applicant will stop seating customers in the Summer Garden and the Sidewalk Café' areas at the following times:

Sunday: 8:30 p.m.
Monday through Thursday: 9:00 p.m.
Friday and Saturday: 10:00 p.m.

4. **Entertainment Endorsement:** Applicant may have entertainment inside the establishment but shall not have live entertainment in the summer garden or the sidewalk café. The hours for indoor entertainment shall not exceed:

Sunday: 7:00 a.m. - 9:00 p.m.
Monday through Thursday: 7:00 a.m. - 11:00 p.m.
Friday and Saturday: 7:00 a.m. - 12:00 midnight

5. **Capacity:** Applicant's total seating capacity shall not exceed the following:

Indoor: 60 seats
Sidewalk cafe: 20 seats
Summer garden: 10 seats

6. **Noise:** Applicant acknowledges familiarity with and will comply with noise-control provisions of the District of Columbia laws and regulations, including D.C. Official Code § 25-725, and such provisions are incorporated by reference into this Agreement. Applicant shall make reasonable efforts to ensure that noise from the Establishment is not audible in any residential premises.
7. **Signage:** Applicant shall inform its patrons by signage or other means to be respectful of the residential neighborhoods upon exiting the Establishment.
8. **Parking:** Due to community concerns about parking, Applicant shall make reasonable efforts to promote transportation options other than automobiles and promote that patrons use alternative methods of transportation, including biking, walking, and uber/lyft/taxi.

9. **Deliveries.** Applicant shall make commercially reasonable efforts to require its vendors to make all deliveries of food, beverages, and supplies between the hours of 10:00 A.M. and 3:00 P.M. Applicant shall make reasonable efforts to instruct delivery trucks not to block N street or the alley connecting N Street, Hanover Place, and O Street.

10. **Public space.** Applicant will make reasonable efforts to maintain the public space adjacent to and in front of the Premises in a clean and orderly manner. Applicant shall regularly inspect and clean the public space adjacent to and in front of the Premises as necessary. Applicant shall take reasonable measures to maintain the Premises, including the sidewalks and the alley adjacent to and in front of the Premises, free of litter, refuse and debris.

11. **Trash.** Applicant acknowledges familiarity with and will comply with trash storage and collection provisions of the District of Columbia laws and regulations, which are incorporated by reference into this Agreement. Applicant shall maintain regular trash/garbage removal service and make reasonable efforts to ensure that the trash area remains clean. Applicant shall take reasonable measures to ensure that the trash can lids remain fully closed except when trash or garbage is being added or removed. Applicant will also provide for the proper removal of grease and fatty oils from the establishment.

Applicant shall not dispose of trash or recyclables outside of the building between 12:00 midnight and 9:00 A.M.

12. **Rat and Vermin Control.** Applicant shall maintain a contract with a professional, licensed rat, pest, and vermin control company to provide for routine control for the interior and exterior of the premises as needed to control pests.

13. **Notice and Opportunity to Cure.** In the event that either party is in breach of this Agreement, the breaching-party shall be entitled to reasonable notice and opportunity to cure in the form of thirty (30) days notice before the non-breaching party can seek enforcement of the Agreement. If the breaching-party fails to cure within thirty (30) days, (or, with respect to a breach which reasonably requires more than 30-days to cure, fails to commence cure of such breach and diligently pursues such cure), then the non-breaching party shall be entitled to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-447.

If to Applicant: Cantina Calle N, LLC t/a Republic Cantina
57 N Street, NW, #114
Washington, DC
Attn: Chris Svetlik
Phone:
Email: chris@republic-kolache.com

If to ANC: Advisory Neighborhood Commission 5E
Address:
Attn: Bradley Ashton Thomas
Phone: (202) 670-0151
Email: 5e05@anc.dc.gov

If to HACA: HACA
Address:
Attn: Leon Braddell
Phone:
Email: lbradd2@yahoo.com

If to Group of 18: Chris Smythe-Macaulay, Representative
Address:
Phone:
Email: chrissm108@gmail.com

Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

14. ~~Protest withdrawn~~ Upon execution of this Agreement by the Parties, the ANC, HACA, and the Group of 5 or more shall withdraw the protests of the Applicant's pending license application.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

ANC 5E:

Date:

12/20/17



Bradley Ashton Thomas

Hanover Area Civic Association:

Date: 10/20/2017

Leon Braddell
Leon Braddell

GROUP OF 18:

By: Chris Smythe-Macaulay
Chris Smythe-Macaulay

Date: 12/20/2017

APPLICANT:

Cantina Calle N, LLC t/a Republic Cantina

By: Chris Svetlik
Chris Svetlik, Member

Date: 12/20/17