

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

In the Matter of:)
)
Baker's Bread DC, LLC)
t/a Junction Bistro Bar & Bakery)
)
Application for a New)
Retailer's Class CR License)
)
at premises)
238 Massachusetts Avenue, NE)
Washington, D.C. 20002)
)

License No.: ABRA-116122
Order No.: 2020-217

Baker's Bread DC, LLC, t/a Junction Bistro Bar & Bakery, Applicant

Stephen O'Neal, 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 Baker's Bread DC, LLC, t/a Junction Bistro Bar & Bakery (Applicant), Applicant for a new Retailer's Class CR License, and ANC 6C entered into a Settlement Agreement (Agreement), dated February 13, 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 Stephen O'Neal, on behalf of ANC 6C, are signatories to the Agreement.

Accordingly, it is this 3rd day of June, 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; and
2. Copies of this Order shall be sent to the Applicant and ANC 6C.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeallessDocs.com
Donovan Anderson
Key: 243444908022548730709010008

Donovan Anderson, Chairperson

eSigned via SeallessDocs.com
James Short
Key: 43347798228000000000000000000000

James Short, Member

eSigned via SeallessDocs.com
Bobby Cato
Key: 26648640001404740750000000000000

Bobby Cato, Member

eSigned via SeallessDocs.com
Rema Wahabzadah, Member
Key: 14204925500074000000000000000000

Rema Wahabzadah, Member

eSigned via SeallessDocs.com
Rafi Alaya Crockett, Member
Key: 00706184501204018155000000000000

Rafi Crockett, Member

eSigned via SeallessDocs.com
Jeni Hansen, Member
Key: 00172070000000000000000000000000

Jeni Hansen, Member

eSigned via SeallessDocs.com
Edward Grandis, Member
Key: 50270007000000000000000000000000

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 as of this _13th_ day of February, 2020 by and between Baker's Bread DC, LLC, operating under the trade name "Junction Bistro Bar & Bakery" (hereinafter the "Applicant"), and Advisory Neighborhood Commission 6C, (hereinafter "Protestants").

WHEREAS, Applicant having filed an application with the District of Columbia Alcoholic Beverage Control Board (hereinafter "ABC Board") for its Class C Restaurant license for premises of 238 Massachusetts Ave, N.E., Washington, D.C.

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 withdraws 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 C restaurant (as such term is defined in ABC statutes and regulations). 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 charge a cover to enter the establishment or any portion of the establishment, except during special events. Applicant will not participate in any "Pub Crawl" promotions. Applicant will not permit dancing, amplified performance of live music, or karaoke. At no time shall there be more than 100 patrons inside the premises. The number of Special Events shall be limited to not more than thirty (30) Special Events for every calendar year. Special Events shall be defined as events organized by Applicant for specific occasions that are closed to the general public.
- 2. Hours of Operation:** Applicant's operating hours for inside the premises shall not exceed 6 A.M. to 11 P.M. Sunday through Wednesday and 6 A.M. to 12 A.M. Thursday through Saturday. Applicant's operating hours for the sidewalk café shall not exceed 6 A.M. to 11 P.M. daily. Sale of alcoholic beverages inside the premises shall not exceed 8 A.M. to 11 P.M. Sunday through Wednesday and 8 A.M. to 12 A.M. Thursday through Saturday. Sale of alcoholic beverages on the sidewalk café (contingent on Applicant obtaining a sidewalk café endorsement) shall not exceed 8 A.M. to 11 P.M. daily. It is understood that after cessation of said "operating hours," no patrons shall remain on the premises. Provided that: (a) on days designated by the DC ABC Board as "Extended Hours for ABC Establishments" applicant may operate for one additional hour (that is, one hour later in the evening); and (b) in the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours (such as for Inauguration) applicant may avail itself of such extended hours.

3. **Noise Suppression:** The establishment operation shall at all times be in compliance with the D.C. Noise Control Act and DC Code 25-725. Applicant shall not allow amplified music or amplification of noise on any exterior areas of the premises. Applicant will encourage employees and patrons to be considerate of residents in the neighborhood by keeping conversations and other noises at a level that will not disturb the peace, order, quiet and tranquility of residents in the enjoyment of their homes and by departing the vicinity of the premises immediately upon exiting. Applicant will take care to minimize noise during breakdown/set up of the Sidewalk Café.
4. **Deliveries.** Applicant shall make commercially reasonable efforts to require its vendors to make all deliveries of food, beverages, and supplies between the hours of 6:00 A.M. and 7:00 P.M.
5. **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 dumpsters or trashcans.
6. **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 Voluntary Agreement is incorporated into the Board's order issuing, amending or renewing the license, which order is thereby conditioned upon compliance with such Voluntary Agreement.
7. **Right to Seek Redress:** The parties agree that Applicant will be given written notice of any alleged violation of this 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 Agreement is not so 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 to file a complaint pursuant to D.C. Code 25-446(e) in order to enforce the provisions of the Agreement.

IN WITNESS WHEREOF, the Parties place their signatures to this agreement, this 13th day of February, 2020.

APPLICANT

By: Noe Landini, Manager

ADVISORY NEIGHBORHOOD COMMISSION 6C

Stephen O'Neal

By:

Stephen O'Neal, ANC 6C ABL Committee Chair

GOVERNMENT
OF THE
DISTRICT OF COLUMBIA
Muriel Bowser, Mayor

Department of Consumer and Regulatory Affairs

Business License Division
1100 4th Street S.W.
Washington DC 20024

Date Issued: 2/13/2020
Category: 9313
License#: 931320000087
License Period: 2/1/2020 - 1/31/2022

BASIC BUSINESS LICENSE

Billing Name and Address:
BAKERS BREAD DC LLC
NOE LANDINI

Premise/Application's Name and Address:
BAKERS BREAD DC LLC

Registered Agent's Name and Address:
WASHINGTON REGISTRY LTD.

115 KING ST
ALEXANDRIA, VA 22314

238 MASSACHUSETTS AVE NE
WASHINGTON, DC 20002

1912 SUNDERLAND PLACE NW
WASHINGTON DC 20036

Owner's Name
Corp. Name **BAKERS BREAD DC LLC**
Trade Name **JUNCTION BISTRO, BAR & BAKERY**

CofO/HOP#:CO2001133	SSL: 0755 0045	Zone: MU-26	Ward: 6	ANC:6C	PERM NO.
CLASS: D		Seat(s) 130			

Food Services

Public Health: Retail Food Establishment

Restaurant

- THE LAW REQUIRES THIS LICENSE TO BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES -

Ernest Chrappah

Director:
Ernest Chrappah

*License Effective from the later of Issued or Start of License-Period Date