

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

\_\_\_\_\_) )  
**In the Matter of:** ) )  
 ) )  
King Street Oyster Bar DC, LLC ) )  
t/a King Street Oyster Bar ) )  
 ) )  
Applicant for a New ) )  
Retailer’s Class DR License ) )  
 ) )  
at premises ) )  
22 M Street, NE ) )  
Washington, D.C. 20002 ) )  
\_\_\_\_\_)

License No.: ABRA-114984  
Order No.: 2020-013

King Street Oyster Bar DC, LLC, t/a King Street Oyster Bar (Applicant)

Drew Courtney, Commissioner, on behalf of Advisory Neighborhood Commission (ANC) 6C

**BEFORE:** Donovan Anderson, Chairperson  
James Short, Member  
Bobby Cato, Member  
Rema Wahabzadah, Member  
Rafi Crockett, Member

---

**ORDER ON SETTLEMENT AGREEMENT**

---

The Application filed by King Street Oyster Bar DC, LLC, t/a King Street Oyster Bar (Applicant), Applicant for new Retailer’s DR License, and ANC 6C have entered into a Settlement Agreement (Agreement), dated November 18, 2019, that governs the operations of the Applicant’s establishment.

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


Accordingly, it is this 8th day of January, 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



Donovan Anderson, Chairperson



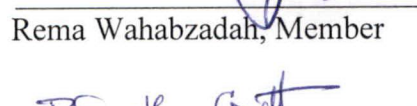
James Short, Member



Bobby Caro, Member



Rema Wahabzadah, Member



Rafi Crockett, 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 14<sup>th</sup> 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).

This agreement is made and entered into this 18th day of November, 2019 by and between King Street Oyster Bar ("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 license ("License") for premises 22 M Street 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 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.
- 2. Hours of Inside Operation and Service:** The hours of operation inside the premises shall not exceed 10:30 a.m. to 2 a.m. The hours of alcoholic beverage sales, service, and consumption inside the premises shall not exceed 10:30 a.m. to 2:00 a.m.
- 3. Summer Garden Operation and Service:** The summer garden hours of operation shall be Sunday through Thursday 11 a.m. to 10 p.m. and Friday through Saturday 11:00 a.m. to midnight. The summer garden hours of alcoholic beverage sales, service, and consumption shall be the same. At the end of the summer garden hours of operation, no patrons shall remain in the summer garden area and the Applicant shall secure the tables and chairs so as to make them unavailable for use by late-night passersby.
- 4. Sidewalk cafe:** The applicant shall not operate a sidewalk cafe.
- 5. 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) through the building's enclosed loading are. Deliveries shall not be received through the front door.

- 6. 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 summer garden's operating hours, except when there is an emergency or when patrons and staff are entering or exiting the interior premises.
  - d. Applicant agrees that in the event three separate residences within a one block radius deem noise (including, but not limited to, noise from loudspeakers, musical instruments, or patrons) to be excessive and file a written complaint or complaints with ABRA to that effect within a 90 day period, summer garden hours will be immediately modified to end at 9:00 pm.
  - e. At no time shall Applicant install or operate loudspeakers (including but not limited to any television loudspeaker) in the summer garden or use any loudspeaker to project sound into the summer garden.
  - f. Applicant shall not host live music events (with the exception of unamplified music), dancing, or DJs, nor shall the applicant charge a cover for any events.
- 7. 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.
- 8. Waste Pick-Up and Removal:** Applicant will maintain regular trash, recycling, and grease removal service. All trash, recycling and grease removing trucks shall use the building's enclosed loading area.
- 9. 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.

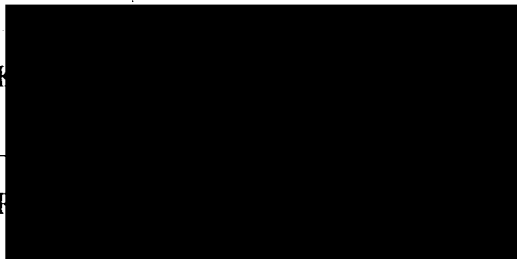
**10. Maintenance of Property:** Applicant will clear snow from the sidewalk adjacent to the premises, including the summer garden, within three (3) daylight hours after snowfall ends.

**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.

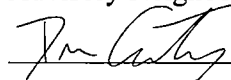
**12. Right to Seek Redress:** The parties agree that any failure of the Applicant to adhere to the foregoing commitments will constitute a breach of this agreement and grounds for the Protestant to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(e) to enforce the provisions of the agreement.

**Signature block**

IN WITNESS WHEREOF, the parties place their signatures to this agreement, this 18th day of November, 2019.



Advisory Neighborhood Commission 6C

  
\_\_\_\_\_

Drew Courtney  
Commissioner ANC6C06  
(as designated ANC 6C representative)