

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

_____)	
In the Matter of:)	
)	
Union Kitchen, LLC)	Case No.: 19-PRO-00082
t/a Union Kitchen Grocery)	License No.: ABRA-112898
)	Order No.: 2019-598
)	
Application for a New)	
Retailer's Class DR License)	
)	
at premises)	
1924 8 th Street, N.W.)	
Washington, D.C. 20001)	
_____)	

Union Kitchen, LLC, t/a Union Kitchen Grocery, Applicant

James Turner, Chairman, on behalf of Advisory Neighborhood Commission (ANC) 1B

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

**ORDER ON SETTLEMENT AGREEMENT AND WITHDRAWAL OF ANC 1B'S
PROTEST**

The Application filed by Union Kitchen, LLC, t/a Union Kitchen Grocery (Applicant), for a new retailer's, Class DR License, located at 1924 8th Street, N.W., Washington, D.C. 20001, having been protested by ANC 1B, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on July 8, 2019, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 1B have entered into a Settlement Agreement (Agreement), dated August 1, 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 Chairman Williams and Commissioner Dan Orlaskey, on behalf of ANC 1B, are signatories to the Agreement.

Accordingly, it is this 7th day of August 2019, **ORDERED** that:

1. The Protest of ANC 1B in this matter is hereby **WITHDRAWN**.
2. The above-referenced Settlement Agreement submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED**, except for the following modification:

Section 11 (Binding Effect) – The phrase “and assigns” is stricken.

The Parties have agreed to this modification.

3. Copies of this Order shall be sent to the Applicant and ANC 1B.

District of Columbia
Alcoholic Beverage Control Board




Donovan Anderson, Chairperson

Mike Silverstein, Member



James Short, Member



Bobby Cato, 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, Reeves Center, 2000 14th Street, NW, 400S, Washington, D.C. 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 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 Concerning Issuance of
License ABRA-112898 to
Union Kitchen, LLC, t/a Union Kitchen
1924 8th Street NW Unit #155
Washington, DC 20001**

Completed signature - August 1, 2019

THIS AGREEMENT, made and entered into this ~~18th~~ day of ~~July~~, 2019, by and between Union Kitchen LLC, t/a Union Kitchen (“Applicant”) and ANC 1B (“ANC”) witnesses.

RECITALS

WHEREAS, the Applicant has filed an application for a License Class DR (ABRA-112898) (“License”) for a business establishment located at 1924 8th Street, N.W., Washington, DC 20001 (“Establishment”); and the application is currently pending before the District of Columbia Alcoholic Beverage Regulation Administration (“Board”); and

WHEREAS, in recognition of the Board’s policy of encouraging parties to a liquor licensing proceedings to settle their differences by reaching settlement agreements, by their signatures below, the parties hereto desire to enter into a settlement agreement whereby (1) Applicant will agree to adopt certain measures to address ANC’s concerns and to include this agreement as a formal condition of its application, and (2) ANC will agree to the issuance of the provided that such an agreement is incorporated into the Board’s order issuing the license, which license is conditioned upon compliance with this agreement (hereinafter referred to as the “Agreement”);

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, receipt and sufficiency are hereby acknowledged, the parties agree as follows:

1. Nature of the Establishment

- a. The Applicant will operate and manage a Class DR Establishment, as defined by the Board. Applicant shall comply with all conditions applicable to this license class.

2. Capacity and Sidewalk Café Operation

- a. The Establishment will include an outdoor sidewalk café that will have a maximum occupancy of 40 people per the occupancy limits specified in its Certificate of Occupancy Permit, which shall remain posted in public view at all times.

- b. Tables and chairs shall be located within the designated sidewalk café area during all hours of operation and the sidewalk café shall be operated for the service of seated patrons except as noted below. At no time, except as specified below, shall tables and chairs be cleared so as to use the sidewalk café area as a standing cocktail area.
- c. The establishment may host up to 15 special events per calendar year where the tables and chairs are cleared from the sidewalk café space and the space is used by vendors and patrons.
- d. Smoking will not be permitted in the sidewalk café.
- e. Applicant agrees that removal of trash, recycling, glassware, and dishware from the sidewalk café area shall be done in a manner that mitigates ambient noise; to include, but not limited to, no trash and recycling receptacles in the sidewalk café.

3. Hours of Operation and Sales of Alcoholic Beverages

Establishment's permitted hours of operation, and selling, serving, and consuming alcohol, shall be as follows:

- a. Hours of Operation and Class D (Grocery) Sales and Sales of Alcoholic Beverages (NOT for onsite consumption)

Day	Not Earlier Than	Not Later Than
Sunday	7:00 a.m.	10:00 p.m.
Monday	7:00 a.m.	10:00 p.m.
Tuesday	7:00 a.m.	10:00 p.m.
Wednesday	7:00 a.m.	10:00 p.m.
Thursday	7:00 a.m.	10:00 p.m.
Friday	7:00 a.m.	10:00 p.m.
Saturday	7:00 a.m.	10:00 p.m.

- b. Hours of Sales of Alcoholic Beverages (for onsite consumption inside and in the sidewalk café/summer garden)

Day	Not Earlier Than	Not Later Than
Sunday	10:00 a.m.	10:00 p.m.
Monday	12:00 p.m.	10:00 p.m.
Tuesday	12:00 p.m.	10:00 p.m.
Wednesday	12:00 p.m.	10:00 p.m.

Thursday	12:00 p.m.	10:00 p.m.
Friday	12:00 p.m.	10:00 p.m.
Saturday	10:00 a.m.	10:00 p.m.

4. Noise

- a. Applicant shall comply with applicable noise-control regulations, including, but not limited to, those in District of Columbia Municipal Regulations (DCMR) Title 20 and Title 25.

5. Deliveries, Cleanliness and Refuse Removal

- a. Take reasonable measures to ensure that the immediate environments of the establishment are kept in a clean and litter-free condition.
- b. Take appropriate measures to limit the disposal of refuse items after 9:00 pm, to reduce the impact of the peace and quiet of the neighborhood.
- c. Ensure that delivery vehicles do not block pedestrian rights of way at any time and are confined to designated commercial loading zones.

6. Trash and Odors

- a. All trash, recyclable materials, and grease stored outdoors at the Establishment shall be in containers that are impervious to vermin, leaks, and odors.
- b. Any damaged or leaking containers, at the Establishment, shall be repaired or replaced within 72 hours. Outdoor containers shall be kept closed at all times, and no waste or other materials shall be stored outdoors, except in such containers.
- c. Applicant shall not allow trash or recyclable materials, including bottles and cans, to be disposed outdoors between the hours of 10:30 p.m. and 8:00 a.m.
- d. Applicant shall keep the exterior of the Establishment free of litter, bottles, chewing gum, trash, and other debris, and shall power wash outdoor areas where trash, recyclable materials, and grease are stored a minimum of ONE (1) time per month, performed by JBG.

- e. Applicant shall not emit objectionable odors. Applicant shall take all reasonable actions to mitigate odors emanating from the Establishment, including, but not limited to, installing and maintaining high-efficiency grease extracting kitchen exhaust ventilation and filtering systems of sufficient design and capacity as to reduce the external emission of odors.

7. Rat and Vermin Control

- a. Applicant shall eliminate potential attractions for rodents and other pests, including exterior sources of food, standing water, and shelter locations.
- b. Applicant shall contract with a licensed exterminator to inspect the Establishment a minimum of ONE (1) time per quarter and shall maintain recommended pest control measures.

8. Parking

- a. Applicant shall notify patrons, on Establishment website or other advertising, that there is limited parking in the vicinity and shall encourage the use of public transportation.

9. Personnel

- a. All employees of the Establishment shall be trained in the requirements of this Agreement at the time they begin their employment at the Establishment and at least ONE (1) times per year thereafter. Employees will be made aware of any material changes at the time they are approved by ABRA.

10. Compliance with Regulations

Applicant shall comply with regulations of ABRA, the Department of Consumer and Regulatory Affairs (DCRA), Department of Health (DOH), Department of Public Works (DPW), and other applicable DC agency regulations regarding conduct of its business and the ownership of the license.

11. Binding Effect

This Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant during the term of the license to which this Agreement applies. Applicant agrees to specifically notify any prospective transferee of the existence of this Agreement and to provide them with a copy.

12. Agreement Available Upon Demand

A copy of this Agreement shall be kept at the Establishment and made available to law enforcement officers and ABRA inspectors immediately upon request.

13. Notices

- a. Notices shall be provided by email, U.S. Mail or hand-delivery as follows:

If to ANC:
Advisory Neighborhood Commission 1B
2000 14th St., NW, Suite 100B
Washington, DC 20009
1b@anc.dc.gov

If to Applicant:
Union Kitchen, LLC, t/a Union Kitchen
1924 8th St. NW
Washington, DC 20001

- b. Failure to give notice shall not constitute waiver or acquiescence to the violation.

14. Signage

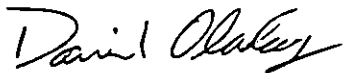
- a. Signage shall comply with the exterior signage and lighting rights of the property.

WHEREFORE, by the signing of the representatives of Applicant and ANC, Applicant hereby agrees to aforementioned covenants and ANC agrees to the issuance of the Class DR license to Applicant, and withdraws its protest, provided that this Agreement is incorporated into the Board's order issuing a Class DR license, the issuance of which is conditioned upon compliance with this Agreement. V1

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

ANC:

Advisory Neighborhood Commission 1B



Daniel Orlaskey, Commissioner 1B02

Dan Orlaskey, Representative for ANC 1B

Date Signed: July 31, 2019

Advisory Neighborhood Commission 1B



James Turner, Chair, ANC 1B

Date Signed: August 1, 2019

APPLICANT:

Union Kitchen, LLC, t/a Union Kitchen



By:

Courtland Wilson II, Director of Infrastructure

Date Signed: July 18 2019