



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

This Agreement constitutes a withdrawal of the Protest filed by ANC 6C.

Accordingly, it is this 9th day of May, 2018, **ORDERED** that:

1. The Application filed by VBR Brewing Corporation, t/a Red Bear Brewing Company, for a new Retailer's Class CT License, located at 1140 3rd Street, NE, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 6C in this matter is hereby **WITHDRAWN**;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, except for the following modifications:

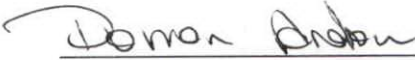
Section 2 (Nature of Business) – The retailer's class "CR" shall be replaced with the retailer's class "CT."

Section 3 (Hours of Operation) – The language "Hours of Operation" shall be replaced with the language "Hours of Operation, Sales, Service, and Consumption."

The parties have agreed to these modifications.

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

District of Columbia  
Alcoholic Beverage Control Board

  
\_\_\_\_\_  
Donovan Anderson, Chairperson

  
\_\_\_\_\_  
Nick Alberti, Member

  
\_\_\_\_\_  
Mike Silverstein, Member

  
\_\_\_\_\_  
James Short, Member

  
\_\_\_\_\_  
Donald Isaac, Sr., Member

  
\_\_\_\_\_  
Bobby Cato, Member

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Rema Wahabzadah, 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).

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 26th day of April 2018 by and between VBR Brewing Corporation d/b/a Red Bear Brewing Company ("Applicant"), at 1140 3<sup>rd</sup> St. NE, Washington, DC 20002, ABRA License #109096 and Advisory Neighborhood Commission 6C (the "ANC"), (collectively, the "Parties").

### PREAMBLE

Through this Agreement both parties aim to create an environment in which the Applicant may operate as a viable contributing establishment in the ANC 6C community.

### WITNESSETH

**WHEREAS**, Applicant has applied for a Retailer's Class "C" Tavern license 1140 3<sup>rd</sup> St. NE, Washington, DC 20002 (the "Premises");

**WHEREAS**, the ANC has concerns regarding the granting of this application;

**WHEREAS**, in recognition of the Alcoholic Beverage Control Board's (the "ABC Board") policy of encouraging parties to a potentially contested proceeding to settle their differences by reaching voluntary 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 new license provided that such an agreement is incorporated into the ABC Board's order issuing the license, which license is conditioned upon compliance with this Agreement;

**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 Business.** Applicant will operate at all times as a bona fide Class C Restaurant (as such term is defined in ABC statutes and regulations).
3. **Hours of Operation:** Applicant's operating hours shall not exceed:

Sunday to Thursday: 8:00 A.M. to 12:00 A.M. (midnight)

Friday and Saturday: 8:00 A.M. to 2:00 A.M.

On days designated by the D.C. ABC Board as "Extended Hours for ABC Establishments," or in the event that the ABC Board or the Council of the District of Columbia grants licensees in general extended operating hours, applicant may avail itself of such extended hours by continuing operations until 2:00 A.M. Applicant agrees that after cessation of "operating hours," no patrons shall remain on the premises.

4. **Deliveries.** Applicant will make commercially reasonable efforts to require its vendors to make all deliveries of food, beverages, and supplies between the hours of 5:00 A.M. and 8:00 P.M. Applicant acknowledges that deliveries will be made to its enclosed loading dock space, the entrance to which is on Delaware Avenue NE between L and M Streets, NE, opposite the railroad tracks.
5. **Public Space and Trash.** Applicant will make commercially 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 agrees that its collected trash or recyclables shall not remain outside the building during non-operating hours. Applicant acknowledges that its disposed trash and recyclables will be held for collection inside its enclosed loading dock, and will not be stored outside the building's premises.
6. **Noise.** The establishment operation shall at all times be in compliance with the D.C. Noise Control Act and D.C. Code 25-725. Licensee acknowledges that noise is a critical issue for the neighborhood. Applicant will encourage employees and patrons to be considerate of residents in the neighborhood by keeping voices and all other noises at a level that will not disturb the peace, order, quiet, and tranquility of residents in the enjoyment of their homes.
7. **Reporting and Consultation.** For a period of six (6) months following the ratification of this Settlement Agreement, applicant agrees to provide to the ANC and its relevant committee immediate notification on request regarding any noise complaints received, as well as any mitigating circumstances surrounding each complaint and Applicant's actions to address the source of the complaint. Applicant also agrees to meet with the relevant ANC committee at the termination of this six month period for the purpose of agreeing to remedial steps to address any complaints received, as well as to meet on an interim basis at the request of the ANC or its relevant committee if complaints are received from at least five (5) different residences within a two (2) block radius of Applicant's establishment regarding a single event during the six month period."
8. **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: VBR Brewing Corporation d/b/a Red Bear Brewing Company  
1140 3<sup>rd</sup> St. NE, Washington, DC 20002  
Attn: Bryan Van Den Oever  
Phone: 240-516-6421  
e-mail: [bryan.vandenoever@redbear.beer](mailto:bryan.vandenoever@redbear.beer)

If to ANC: Advisory Neighborhood Commission 6C  
P.O. Box 77876  
Washington, DC 20013-7787  
Attn: Stephen O'Neal, ABC Committee Chair  
Phone: 847-334-0749  
e-mail: [stoneal@gmail.com](mailto:stoneal@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.

9. **No Protest.** Upon execution of this Agreement by the Parties, the ANC shall not protest the Applicant's pending license application.

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

The ANC:

Date:

4/26/2018

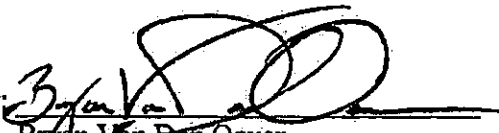
Heather Edelman

~~Stephen O'Neal, ABC Committee Chair, ANC 6C~~

Heather Edelman, Commissioner, ANC 6C06

APPLICANT:

VBR Brewing Corporation d/b/a Red Bear Brewing Company

By:   
Bryan Van Den Oever

Date: 4-26-2018