

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

In the Matter of:)

Aslin DC Beer, LLC)
t/a Aslin Beer Company)

Applicant for a New)
Retailer's Class CT License)

at premises)
1740 14th Street, NW)
Washington, D.C. 20009)

Case No.: 21-PRO-00090
License No.: ABRA-118555
Order No.: 2022-089

Aslin DC Beer, LLC, t/a Aslin Beer Company, Applicant

Sidon Yohannes, Counsel, on behalf of the Applicant

Sherene Joseph, Chairperson, Advisory Neighborhood Commission (ANC) 2F

Joan Sterling, President, Shaw Dupont Citizens Alliance, Inc. (SDCA)

Joyce Cowan, Designated Representative, on behalf of a Group of Five or More Individuals

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Bobby Cato, Member
Rafi Aliya Crockett, Member
Jeni Hansen, Member
Edward S. Grandis, Member

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF PROTESTS**

The Application filed by Aslin DC Beer, LLC, t/a Aslin Beer Company (Applicant), for a New Retailer's Class CT License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on December 6, 2021, and a Protest Stats Hearing on January 12, 2022, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 2F, SDCA, and a Group of Five or More Individuals entered into a Settlement Agreement (Agreement), dated March 1, 2022, 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; Chairperson Sherene Joseph, on behalf of ANC 2F; Joan Sterling, on behalf of SDCA; and Joyce Cowan, on behalf of the Group of Five or More Individuals; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by SDCA and the Group of Five or More Individuals.

Accordingly, it is this 9th day of March 2022, **ORDERED** that:

1. The Application filed by Aslin DC Beer, LLC, t/a Aslin Beer Company, for a new Retailer's Class CT License, located at 1740 14th Street, NW, Washington, D.C., is **GRANTED**;
2. The Protests of SDCA and the Group of Five or More Individuals in this matter are hereby **WITHDRAWN**;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; and
4. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamanDocs.com
Donovan Anderson
Key: a433b6b63045f9e4473030318c088

Donovan Anderson, Chairperson

eSigned via SeamanDocs.com
James Short
Key: 547ae973b020wfac111332ed2548ec

James Short, Member

eSigned via SeamanDocs.com
Bobby Cato
Key: 256d3fcd1be146d74b75bd7917d20d

Bobby Cato, Member

eSigned via SeamanDocs.com
Rafi Aliya Crockett, Member
Key: b500eb1845a1f8e4016155e0c12f91ec

Rafi Crockett, Member

eSigned via SeamanDocs.com
Jeni Hansen, Member
Key: 80172001f756947481b5d6c3a4181f

Jeni Hansen, Member

eSigned via SeamanDocs.com
Edward S. Grandis, Member
Key: 5027b1a7ff60040ec144de852841ce5

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 II 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 1st day of March, 2022, by and between Aslin DC Beer, LLC t/a Aslin Beer Company (“Applicant”) and Shaw Dupont Citizens Alliance, Inc. (“SDCA”), the group of 16 neighbors (“Neighborhood Group”), and Advisory Neighborhood Commission 2F (“ANC 2F”) (collectively, “the Parties”).

RECITALS

(a) Applicant has applied for a Retailer Class C Tavern License (the “License”) for a business establishment (“Establishment”) located at 1740 14th Street NW, Washington, DC (the “Premises”); and,

(b) Applicant desires to cooperate with the Parties in order to mitigate concerns related to the potential impact of operation of the Establishment on the surrounding community; and,

(c) In lieu of contested protest proceedings regarding the application for the License, the Parties wish to enter into a Settlement Agreement pursuant to D.C. Official Code § 25-446 to address such concerns:

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. The applicant will manage and operate a Class C Tavern establishment with Summer Garden and Sidewalk Café endorsements. Any change from this model shall require prior approval by the Alcoholic Beverage Control Board (“ABC Board”).
3. Hours of Operation and Sales/Service/Consumption. It is understood that upon expiration of the below hours of operation, no patron may remain on the interior or exterior of the Premises. Applicant’s hours of operation shall not exceed the following:
Sunday- Thursday: 6am- 11pm
Friday and Saturday: 6am- 12am

Applicant’s hours of sales/service/consumption of alcoholic beverages shall not exceed:
Sunday- Thursday: 11am-11pm
Friday and Saturday: 11am-12am

Additionally:

- a. Alcohol service shall end 30 minutes prior to closing.
- b. Days designated by the ABC Board as “Extended Hours for ABC Establishments” or “Daylight Savings Time Extension of Hours” - Applicant may operate for one additional hour (that is, one hour later);
- c. In the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours for specific occasions, such as Inauguration or World Cup, Applicant may avail itself of such extended hours;

- i. And, on January 1 of each year Applicant may operate for one additional hour.
4. Sidewalk Café. The Applicant may have outside seating in accordance with a sidewalk café endorsement to its ABC license and a duly-issued public space permit provided the total capacity for such sidewalk café shall not exceed 45 persons. Any increase in occupancy shall require approval of the District of Columbia Public Space Committee and approval by the ABC Board. Applicant will inspect the sidewalk café regularly for compliance. There shall be no speakers in the sidewalk café area. Any gate or entrance on S Street next to or near the Sidewalk Café shall be for exit and emergency use only. The Applicant shall take necessary measures to ensure that trained security personnel or staff are at or near this gate to ensure compliance. Ride share drop-off points, if any are designated, shall not be on S Street. Only delivery personnel and staff may use the alley door in to the Sidewalk Café. Applicant shall take reasonable measures to mitigate the congregation of people in the alley, including posting a sign and notifying its employees/staff members not to smoke or congregate in the alley.
5. Summer Garden. The Applicant may have outside seating in accordance with a Summer Garden endorsement to its ABC license with occupancy not to exceed 158 persons. Applicant agrees to inspect the summer garden regularly for compliance. No speakers will be directed towards S Street
6. Occupancy. The indoor occupancy of the Establishment will not exceed 47 persons. The total occupancy of the Establishment including indoor, Summer Garden, and Sidewalk Café shall not exceed 250 persons.
7. Noise Mitigation. Applicant shall adhere to DC Code § 25-725 with respect to emanation of noise from the Establishment. Applicant shall undertake such measures as reasonably are required to preclude unreasonable disturbance to occupants of abutting residential properties from emanation of noise or vibration from the Establishment, including from patrons at, entering, or exiting the Establishment. Applicant shall present only ambient recorded background music. Applicant has not applied for an entertainment endorsement and will not provide live entertainment, such as bands and disc jockeys on the Premises. Residents located in the neighboring residential zone can seek relief from ABRA under § 25-725, which prohibits licensed establishments from generating amplified music and other sounds that can be heard in a premise located in a residential zone. Notwithstanding the above, Applicant may apply for a one-day substantial change per 23 DCMR §716 provided that the Parties receive written notice within one (1) calendar day of filing a one-day substantial change application with ABRA. Notice shall be sent by electronic copy to the email addresses provided in Section 20.
8. Additional Noise Mitigation Provisions. Applicant will hire a sound engineer prior to opening the Establishment to ensure that the construction of the Establishment incorporates noise mitigation. Applicant shall install sound absorptive and sound blocking materials and barriers including but not limited to plexiglass on the property boundary fence in the summer garden.

9. Public Space and Trash. Applicant shall keep the sidewalk (up to and including the curb), tree boxes and alley free of litter, bottles, chewing gum, trash, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas daily for refuse and other materials. Applicant shall also provide cigarette urns and cigarettes butt receptacles wherever patrons gather to smoke.
10. Trash and Recycling. Applicant will contract with a trash and recycling contractor to provide sealable container(s) for trash, food waste, and recycling designed to prevent rodent intrusion, and further agrees to keep the containers closed and sealed at all times when waste is not being disposed. Applicant further agrees to hold all trash, food waste, and recycling within its premises' building until the morning of the scheduled pick-up. The Applicant shall require its trash and recycling contractors to pick up trash and materials not earlier than 7:00 a.m. Applicant's employees shall not dispose of bottles or glass into trash containers or dumpsters in a manner which creates noise audible outside of the premises after 11:00 p.m.
11. Rat and Vermin Control. Applicant will 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.
12. Patrons. Applicant shall take reasonable steps to prevent its patrons from causing noise or disturbances in front of, or immediately adjacent to, the Establishment during the hours of operation and as they depart at closing. Applicant shall inform its patrons by signage and other means that residences are in proximity to the Establishment and urge quiet and decorum by patrons upon exiting the Establishment.
13. Contact Information. The Establishment's website will prominently feature the name and contact information for an individual to which any comments about the operation of the establishment may be addressed.
14. Agreement Available Upon Demand. A copy of this Agreement shall be kept on the premises and made available to law enforcement officers and Alcoholic Beverage Regulatory Administration inspectors immediately upon request.
15. Compliance with ABRA Regulations. Applicant shall abide by applicable Alcoholic Beverage Administration (ABRA) regulations regarding ownership of the License.
16. Participation in the Community. Applicant is encouraged to send a representative from time to time to meetings of the ABRA Policy Committee of ANC 2F. Participation in such meeting promotes open lines of communication, neighborhood involvement, and awareness of current ABRA issues. Dates and times can be found at www.ANC2F.org.
17. License Ownership. Applicant agrees not to transfer or sell the license to any other entity before obtaining approval from the Alcohol Beverage Control Board. Applicant agrees to

specifically notify any prospective transferee the existence of this Agreement and to provide them with a copy.

18. Binding Effect. This Agreement shall be binding upon and enforceable against the successors of the Applicant.
19. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
20. Notice and Opportunity to Cure. In the event that a party believes that the other materially breached any obligations under this Agreement, such party shall give written notice to the other of the existence of the breach and the specific nature thereof. The party alleged to be in breach shall have fourteen (14) days. If the breach is not cured within the notice period—or, with respect to a breach which reasonably requires more than fourteen (14) days to cure, efforts to cure the breach have not been commenced—failure should constitute cause for the party to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(e) in order to enforce the provisions of the Agreement. In the case of a continuing violation, no notice or opportunity to cure need be provided for subsequent violations of this Agreement, following the initial provision of notice. Any notices required to be made under this Agreement shall be in writing and sent either via e-mail or U.S. mail, postage prepaid, to the parties to this Agreement at the addresses below. Notice shall be deemed given as of the time of receipt or refusal of receipt.

If to Applicant:

Andrew Kelley
847 S Pickett Street
Alexandria, VA 22304
andrew@aslinbeer.com
703-999-2192

If to SDCA:

The Shaw-Dupont Citizens Alliance, Inc.
P.O. Box 73153
Washington, DC 20009
president@shawdupont.org
elwynferris@hotmail.com

If to Neighborhood Group:

Joyce Cowan
1436 S Street NW
Washington, DC 20009
neighbors14s@gmail.com

If to ANC 2F:

Advisory Neighborhood Commission 2F
5 Thomas Circle, NW
Washington, DC 20005
ANC2FOffice@gmail.com


Applicant and other parties may change its notice address by written notice to the other. 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.

21. Representative of Neighborhood Group. If the party executing this Settlement Agreement as Neighborhood Group sells residence, then the rights and obligations of such party under this Settlement Agreement shall terminate and said party shall notify the ABC Board and other parties to this Voluntary Agreement in writing prior thereto. Such notice shall designate another member of such group as said group's representative, which designation shall include each such other member's mailing address, and following such notice said designated person or persons shall assume all rights and obligations under this Settlement Agreement of the terminated representative.

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

APPLICANT

By:



Andrew Kelley
Co-Founder, Aslin Beer

THE SHAW-DUPONT CITIZENS ALLIANCE, INC.

By:

Joan Sterling
President, SDCA

THE NEIGHBORHOOD GROUP

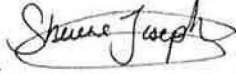
By:



Joyce Cowan
Neighborhood Group Representative

ADVISORY NEIGHBORHOOD COMMISSION 2F

By:

A handwritten signature in cursive script, appearing to read "Sherene Joseph", written over a horizontal line.

Sherene Joseph
Chair

If to ANC 2F:

Advisory Neighborhood Commission 2F
5 Thomas Circle, NW
Washington, DC 20005
ANC2FOffice@gmail.com

Applicant and other parties may change its notice address by written notice to the other. 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.

21. Representative of Neighborhood Group. If the party executing this Settlement Agreement as Neighborhood Group sells residence, then the rights and obligations of such party under this Settlement Agreement shall terminate and said party shall notify the ABC Board and other parties to this Voluntary Agreement in writing prior thereto. Such notice shall designate another member of such group as said group's representative, which designation shall include each such other member's mailing address, and following such notice said designated person or persons shall assume all rights and obligations under this Settlement Agreement of the terminated representative.

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

APPLICANT

By: _____
Andrew Kelley
Co-Founder, Aslin Beer

THE SHAW-DUPONT CITIZENS ALLIANCE, INC.

By: Joan Sterling
Joan Sterling
President, SDCA

THE NEIGHBORHOOD GROUP

By: Joyce Cowan
Joyce Cowan
Neighborhood Group Representative