

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

In the Matter of:

Booey of Georgetown Corporation
t/a Boeeymonger Restaurant

Application for Substantial Change
(Summer Garden)
to a Retailer's Class DR License

at premises
3265 Prospect Street, NW
Washington, D.C. 20007

Case No.: 17-PRO-00083

License No.: ABRA-102904

Order No.: 2018-035

Booey of Georgetown Corporation, t/a Boeeymonger Restaurant (Applicant)

Richard Murphy, Commissioner, Advisory Neighborhood Commission (ANC) 2E

Robert P. vom Eigen, President, The Citizens Association of Georgetown (CAG)

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member
Donald Isaac, Sr., Member
Bobby Cato, Member
Rema Wahabzadah, Member

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

The Application filed by Booey of Georgetown Corporation, t/a Boeeymonger Restaurant (Applicant), for a Substantial Change to add a Summer Garden, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on December 18, 2017, in accordance with D.C. Official Code § 25-601.

The official records of the Board reflect that the Applicant, ANC 2E, and CAG entered into a Settlement Agreement (Agreement), dated January 11, 2018, that governs the operation 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 Richard Murphy, on behalf of ANC 2E; and Robert P. vom Eigen, on behalf of CAG; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 2E and CAG.

Accordingly, it is this 31st day of January, 2018, **ORDERED** that:

1. The Application filed by Boeey of Georgetown Corporation, t/a Boeeymonger Restaurant, for a Substantial Change to add a Summer Garden is **GRANTED**;
2. The Protests of ANC 2E and CAG in this matter are hereby **WITHDRAWN**;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, except for the following modifications:

Section 1 (Hours of Operation and Occupancy) – The start hours of operation for the Summer Garden and the Sidewalk Café “7:30 a.m.” shall be replaced with “8:00 a.m.”

Last Paragraph – First sentence, the language “to complain to the Board and request a Show Cause Hearing” shall be replaced with the language “to file a complaint with the Board.”

The parties have agreed to these modifications.

4. Copies of this Order shall be sent to the Applicant, ANC 2E, and CAG.

District of Columbia
Alcoholic Beverage Control Board

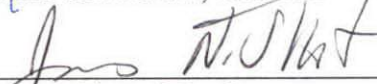
Donovan Anderson, Chairperson



Nick Alberti, Member



Mike Silverstein, Member



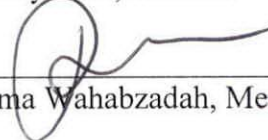
James Short, Member



Donald Isaac, Sr., Member



Bobby Cato, Member



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 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 Settlement Agreement (the "Agreement") is made this 17th day of January, 2018, by and among Boeey of Georgetown Corporation, trading as Boeeymonger (the "Applicant"), Advisory Neighborhood Commission 2E (the "ANC") and the Citizens Association of Georgetown ("CAG").

WHEREAS, Applicant is the holder of License Number ABRA-102904 issued by the Alcoholic Beverage Regulation Administration of the District of Columbia (the "License"), which permits Applicant to sell alcoholic beverages at its premises located in the Georgetown neighborhood at 3265 Prospect Street, NW, Washington, D.C. on the northeast corner of Prospect and Potomac Streets.

WHEREAS, the License includes a Sidewalk Café endorsement that allows Applicant to operate a sidewalk café on public space on the Prospect Street side of the premises.

WHEREAS, Applicant has applied to the Alcoholic Beverage Control Board (the "Board") for the addition of a Summer Garden endorsement to the License, which would permit Applicant to operate a Summer Garden on the side of the premises that abuts Potomac Street.

WHEREAS, the ANC represents citizens who reside within the boundaries of ANC 2E, including the neighborhood surrounding Applicant's premises and wishes to insure that the sale of alcoholic beverages by Applicant will not adversely affect peace, order and quiet in the surrounding community.

WHEREAS, CAG is a citizens association incorporated under the laws of the District of Columbia whose membership is open to all residents of the Georgetown community.

WHEREAS, in order to obtain written approval of its application for a substantial change to the License from both the ANC and CAG, Applicant has agreed to enter into this Settlement Agreement, which sets forth the following commitments made by Applicant.

NOW, THEREFORE, in consideration of the agreements set forth herein, the parties hereto mutually agree as follows:

1. Hours of Operation and Occupancy. The hours of operation inside the premises and the hours of alcoholic beverage sales/service/consumption inside the premises shall remain as currently listed in the License. The hours of operation for the Summer Garden and the Sidewalk Café shall be as follows:
 - a. Sunday – Thursday 7:30 am – 9:00 pm
 - b. Friday and Saturday 7:30 am – 10:00 pm.

The hours of alcoholic sales/service/consumption for the Summer Garden and the Sidewalk Café shall be as follows:

- a. Sunday – Thursday 10:00 am – 9:00 pm
- b. Friday and Saturday 10:00 am – 10:00 pm.

Applicant shall not at any time permit occupancy of the Summer Garden and Sidewalk Café and the adjacent public spaces to exceed the aggregate number of persons permitted by the License to be seated in the Summer Garden and Sidewalk Cafe.

2. Monitoring and Manner of Service. Applicant shall allow alcoholic beverages to be consumed only in plastic cups provided by Applicant and shall monitor the Summer Garden and the Sidewalk Café no less frequently than once every 15 minutes to

confirm that alcoholic beverages are being consumed only by customers of the Applicant and that all litter and other debris is being picked up promptly.


3. Trash Removal. Applicant shall never permit trash, garbage or litter to be placed outside the premises in unprotected bags, cans or containers and shall insure that all legal refuse containers are emptied by a commercial garbage removal service at least twice a week. Applicant shall take steps to insure that no part of the premises harbors rats or other vermin. Applicant shall faithfully comply with all District of Columbia regulations concerning trash removal and sanitation.
4. Deliveries. Applicant will schedule all alcohol vendor deliveries to take place no earlier than 8:00 am.
5. Disposal of Bottles and Cans. There shall be no dumping of bottles and cans outside the premises between the hours of 10:00 pm and 8:00 am.

The parties agree that the commitments set forth above shall be treated as conditions of the License and that any failure of Applicant to adhere to said commitments would constitute grounds for the ANC to complain to the Board and request a Show Cause Hearing pursuant to D.C. Official Code §25-447. Prior to submitting such a complaint, however, the ANC shall notify the Applicant of the alleged breach of this Agreement and afford Applicant seven (7) calendar days in which to cure the alleged breach. Notice of an alleged breach shall be provided in writing and hand delivered to Applicant at the premises.

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

[Signatures on following page]

Boeey of Georgetown Corporation

By: 

Advisory Neighborhood Commission 2E

By: Richard G. Murphy, Jr.
ANC2E03

Citizens Association of Georgetown

By: 