

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

In the Matter of:)
)
District Still, LLC)
t/a District Still)
)
Application for Substantial Change)
(Transfer to a New Location))
to Retailer's Class A License)
)
at premises)
4400 Jenifer Street, NW)
Washington, D.C. 20015)
)

Case No.: 22-PRO-00018
License No.: ABRA-102521
Order No.: 2022-266

District Still, LLC, t/a District Still, Applicant

Richard Bianco, Counsel, on behalf of the Applicant

Jonathan Bender, Chairperson, Advisory Neighborhood Commission (ANC) 3E, Protestant

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

**ORDER ON SETTLEMENT AGREEMENT
AND WITHDRAWAL OF ANC 3E'S PROTEST**

The Application filed by District Still, LLC, t/a District Still (Applicant), for a Substantial Change for a transfer to a new location from 175 R Street, NE to 4400 Jenifer Street, NW, Washington, D.C., having been protested by the ANC 3E, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on March 28, 2022, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 3E have entered into a Settlement Agreement (Agreement), dated June 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 and Chairperson Jonathan Bender, on behalf of ANC 3E, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 3E.

Accordingly, it is this 8th day of June 2022, **ORDERED** that:

1. The Application filed by District Still, LLC, t/a District Still, for a Substantial Change for its Retailer's Class A License, is **GRANTED**;
2. The Protest of ANC 3E in this matter is hereby **WITHDRAWN**;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; and
4. Copies of this Order shall be sent to the Parties

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: ac4326010095050667c73093d1d80ff

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 547ae3738020e5e081b032e2248ec

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 285d3fca7db146d7f4b75bd7017d20d

Bobby Cato, Member

eSigned via SeamlessDocs.com
Rafi Aliya Crockett, Member
Key: b550e01845e109e401d155e5c12f81cc

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 621729310509447401b555c2a41809

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5027bda71ff0040ecl4adeb52541ca5

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).

VOLUNTARY
AGREEMENT

This Voluntary Agreement (the "**Agreement**") is made and entered into as of the **1st** day of June 2022, by District Still, LLC, the applicant in ABRA-102521 ("**District Still**"), and Advisory Neighborhood Commission 3E ("**ANC**") (District Still and ANC 3E each being a "**Party**" hereunder or collectively, the "**Parties**".)

WITNESSETH:

WHEREAS, District Still has sought permission from the District of Columbia Alcoholic Beverage Administration (ABRA) to open a Retailer's Class A Liquor Store at 4400 Jennifer Street, N.W., which is located within the boundaries of ANC 3E; and

WHEREAS, ANC 3E agrees to support District Still application in ABRA- 102521 ("Application"), in reliance in part on District Still's agreement to certain conditions contained herein that will reduce potential burden on nearby residents and businesses;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

1. Parking.

A. *Signage.* District Still will post prominent signs inside and outside the establishment informing patrons not to stop or park in such a way that blocks travel lanes, bike lanes, or crosswalks, to visit the store. The signage will also direct patrons to use the available parking spaces in the parking garage and/or other available locations.

B. *Service.* If any District Still staff member becomes aware that a patron who has stopped or parked in such a way that blocks travel lanes, bike lands, or crosswalks has entered the store or otherwise seeks to patronize the store, the staff member will inform the patron that, District Still may not serve the customer until the vehicle is moved from the travel lane, bike lane or crosswalk. (for avoidance of doubt, any vehicle a customer is in or gets out of shall be considered their vehicle for purposes of this paragraph). This paragraph shall also apply to curbside service, if offered by the establishment.

C. *Validation.* For a period of two (2) years following the approval of this Agreement ("Two Year Period"), District Still shall offer validated parking for its customers in the garage of the building that District Still is situated or other off-street location within 1000 feet of District Still. Validation will provide for at least 60 minutes of free parking per visit. After the Two Year Period, District Still may maintain the validated parking arrangement it has had or will make at least commercially reasonable efforts to secure a comparable substitute validated parking arrangement. During the Two Year Period and other times when District Still offers validation, basic information with respect to the same, such as

location and limitations, if any, will appear on the signage required by this section.

D. Opportunity to Cure. In the event that the ANC becomes aware that District Still is in violation of this paragraph, prior to seeking any enforcement action, the ANC will give District Still ten (10) days written notice (e-mail will suffice) and an opportunity to cure the violation. Should District Still cure within the ten (10) day period the ANC will not seek enforcement action. The ANC shall not be required to give more than two (2) notices in any calendar year. After two (2) notices have been given, the ANC may seek enforcement action without notice.

2. **Commuter Benefits.** District Still will voluntarily comply with the DC Commuter Benefits Law regardless of the number of employees on staff, which requires employers to provide certain mass transit benefits to employees.

3. **Incorporation.** The Parties agree to ask ABRA to incorporate the terms of this Agreement in any order it issues in the case.

4. **Miscellaneous Provisions.**

Waiver: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right subsequently to enforce and compel strict compliance with every provision of this Agreement.

Binding on Survivors: All covenants, stipulations, promises, agreements, and provisions in this Agreement shall apply to, bind and be obligatory on the parties hereto, their heirs, executors, administrators, personal representatives, and successors.

Severability: If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

Assignment and Subcontracts: Neither party may assign any rights or delegate any duties under this Agreement without the express prior written consent of the other party.

Headings and Paragraphs: Headings in this Agreement are for convenience only and shall not affect the meaning of this Agreement. References in this Agreement to any Section or paragraph are to the applicable numbered section of this Agreement unless otherwise noted.

Counterparts: This Agreement may be executed simultaneously in one or more counterparts, by original or electronic signature, and when executed by all parties shall constitute one and the same Agreement.

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

DISTRICT STILL LLC

By: *James Stewart Martens*
James S. Martens, Sole Member

ADVISORY NEIGHBORHOOD COMMISSION 3E

By: *Jonathan Bender*
Jonathan Bender (Jun 1, 2022 19:05 EDT)
Jonathan Bender, Chairman