

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

In the Matter of:)	
)	
District Hardware, Inc.)	
t/a District Hardware and Bike)	
)	
Applicant for a New)	License No.: ABRA-104936
Retailer's Class CT License)	Order No.: 2018-345
)	
at premises)	
730 Maine Avenue, SW)	
Washington, D.C. 20024)	

District Hardware, Inc., t/a District Hardware and Bike (Applicant)

Meredith Fascett and Dr. Coralie Farlee, on behalf of Advisory Neighborhood Commission (ANC) 6D

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 FIRST AMENDMENT TO COOPERATIVE AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that District Hardware, Inc., t/a District Hardware and Bike (Licensee), and ANC 6D entered into a Cooperative Agreement (Agreement), dated December 12, 2016, that governs the operation of the Licensee's establishment. This matter comes now before the Board to consider the Parties' First Amendment to Cooperative Agreement (First Amendment), dated May 14, 2018, in accordance with D.C. Official Code § 25-446 (2001).

The First Amendment has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Meredith Fascett and Dr. Coralie Farlee, on behalf of ANC 6D, are signatories to the First Amendment.

Accordingly, it is this 16th day of May, 2018, **ORDERED** that:

1. The above-referenced First Amendment to Cooperative Agreement submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
2. All terms and conditions of the original Agreement, not amended by the First Amendment, shall remain in full force and effect; and
3. Copies of this Order shall be sent to the Licensee and ANC 6D.

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).

★ ★ ★ **Advisory Neighborhood
Commission 6D**

11014th Street SW, Suite W130, Washington, DC 20024
ANC Office: 202 554-1795 ■ FAX: 202 554-1774
office@anc6d.org

AMENDMENT #1 TO COOPERATIVE AGREEMENT

THIS AMENDMENT TO COOPERATIVE AGREEMENT is made on this 14th day of May, 2018, by and between District Hardware Inc, t/a District Hardware and Bike, 730 Maine Avenue, SW, CT License #104936 (licensee) and Advisory Neighborhood Commission 6D (ANC6D) the ANC ("The ANC"), collectively, the Parties. This amendment modifies the Cooperative Agreement dated December 12, 2016, between District Hardware and Bike and ANC6D finalized by ABC Board Order 2017-098, dated February 15, 2017.

RECITALS

WHEREAS, Licensee and ANC6D entered into new Cooperative Agreement dated December 12, 2016, for an establishment located at 730 Maine Avenue, SW, Washington, D.C. 20024, and

WHEREAS, the Cooperative Agreement dated December 12, 2016, provided for the following:

- hours of operation of the business in the indoor space:
 Sunday: 10:00 a.m.- 7:00 p.m.,
 Monday to Saturday: 8:00 a.m. – 8:00 p.m., and
- hours of selling, serving, and consuming alcohol in the indoor space and summer garden area: shall be as follows:
 Sunday: 11:00 a.m.- 7:00 p.m.,
 Monday to Friday: 12:00 p.m. – 8:00 p.m.
 Saturday: 11:00 a.m. – 8:00 p.m.

WHEREAS, the Parties request that the Alcoholic Beverage Control Board approve this Amendment #1 to Cooperative Agreement conditioned upon the Licensee's compliance with the terms of this written Amendment and the previously executed Cooperative Agreement and referenced Board Order and ABRA License; and

NOW, THEREFORE, in consideration of the recitals set forth above, it is mutually understood and agreed by and between the undersigned Parties to amend the previously executed Agreement as follows:

1. *Recitals Incorporated.* The recitals set forth above are incorporated herein by reference.
2. The Cooperative Agreement is modified to reflect new hours, as follows:
Hours of operation in the indoor area shall not exceed:
 Sunday: 10:00 a.m. to 7:00 p.m., [no change]
 Monday, Tuesday, Wednesday: 8:00 a.m. to 9:00 p.m.,
 Thursday, Friday, and Saturday: 8:00 a.m. to 10:00 p.m.

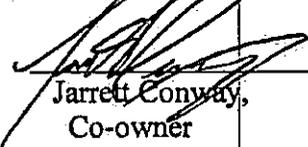
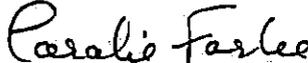
Hours of selling, serving, and consuming alcohol in the indoor space and summer garden shall not exceed:

Sunday: 11:00 a.m. to 7:00 p.m., [no change]
 Monday, Tuesday, Wednesday: 11:00 a.m. to 9:00 p.m.,
 Thursday, Friday: 11:00 a.m. to 10:00 p.m.
 Saturday: 11:00 a.m. to 8:00 p.m.

3. **Compliance with ABRA Regulations.** Licensee promises that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations and all other provisions applicable to liquor licenses.
4. **Agreement Otherwise Unamended.** Except as otherwise provided herein, the terms and conditions of the previously executed Cooperative Agreement, Amendment #1 to the Cooperative Agreement, Board Order, and License are expressly reaffirmed and remain in full force and effect.

FOR ANC6D

FOR LICENSEE

Chair, ANC6D:		District Hardware Inc. t/a District Hardware and Bike	
	14 May 18		5/14/18
Meredith Fascett, ANC6D07	DATE	Jarrett Conway, Co-owner	DATE
	5/14/18		
Coralie Farlee, Chair, ABC Committee	DATE		

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

In the Matter of:)	
)	
District Hardware, Inc.)	
t/a District Hardware and Bike)	
)	
Applicant for a New)	License No.: ABRA-104936
Retailer's Class CT License)	Order No.: 2017-098
)	
at premises)	
730 Maine Avenue, S.W.)	
Washington, D.C. 20024)	

District Hardware, Inc., t/a District Hardware and Bike (Applicant)

Andy Litsky and Dr. Coralie Farlee, on behalf of Advisory Neighborhood Commission (ANC) 6D

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member
Mafara Hobson, Member
Jake Perry, Member

ORDER ON COOPERATIVE AGREEMENT

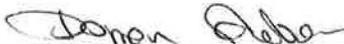
The official records of the Alcoholic Beverage Control Board (Board) reflect that District Hardware, Inc., t/a District Hardware and Bike (Applicant), and ANC 6D entered into a Cooperative Agreement (Agreement), dated December 12, 2016, in accordance with D.C. Official Code § 25-446 (2001).

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson Andy Litsky and Dr. Coralie Farlee, on behalf of ANC 6D, are signatories to the Agreement.

Accordingly, it is this 15th day of February, 2017, **ORDERED** that:

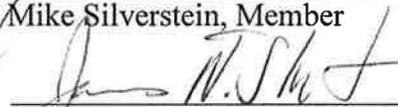
1. The above-referenced Cooperative Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
2. Copies of this Order shall be sent to the Applicant and ANC 6D.

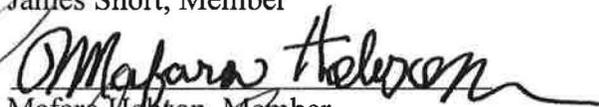
District of Columbia
Alcoholic Beverage Control Board

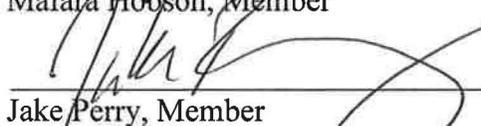

Donovan Anderson, Chairperson


Nick Alberti, Member


Mike Silverstein, Member


James Short, Member


Mafara Hobson, Member


Jake Perry, 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).

District Hardware Inc. t/a District Hardware and Bike,
ABRA #/04936 730 Maine Avenue, SW, Washington, DC 20024
and ANC6D, December, 2016

★ ★ ★ **Advisory Neighborhood**
Commission 6D

11014th Street SW, Suite W130, Washington DC 20024
ANC Office: 202 554-1795 ■ FAX: 202 554-1774
office@anc6d.org

ALCOHOLIC BEVERAGE
REGULATION ADMIN
DEC 14 A 10:43
ABRA

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement") is made on this 12th day of December 2016 by and between District Hardware, Inc. t/a District Hardware and Bike ("Applicant"), at 730 Maine Avenue, SW, Washington, DC 20024 ABRA CT License # 104936 and Advisory Neighborhood Commission 6D ("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 ANC6D community.

WITNES ETH

WHEREAS, Applicant has applied for a License Class CT for a business establishment ("Establishment") which includes hardware retail, bicycle sales and service, café serving light food prepared off-site by wholesale vendor, and beer and wine on the ground floor indoor space, with a summer garden located at 730 Maine Avenue, SW, Washington, D.C. 20024 ("Premises"); and

WHEREAS, the Applicant agrees to work regularly with ANC6D and its representatives, other neighborhood organizations, and residents to ensure that the business operations facilitate the enjoyment of the surrounding neighborhood; and

WHEREAS, in lieu of a protest filing by the ANC, the Parties are desirous of entering into a Cooperative Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect of the establishment within the ANC on (1) peace, order, and quiet, including the noise and litter provisions set forth in §§ 25-725 and 25-726; and (2) residential parking needs and vehicular and pedestrian safety, and to eliminate the need for a Protest Hearing regarding the license application; and

WHEREAS, all 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. The Parties agree that any substantial change in operations is considered of great concern to the community which they may bring to the attention of the ABC Board; and

WHEREAS, the Parties have agreed to enter into this Agreement and request that the

District Hardware Inc. t/a District Hardware and Bike,
ABRA # _____, 730 Maine Avenue, SW, Washington, DC 20024
and ANC6D, December, 2016

Alcoholic Beverage Control Board ("ABC Board") approve the Applicant's license application conditioned upon the Applicant's compliance with the terms of this written Agreement; and

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 an Establishment serving wine and beer, offering light fare including sandwiches and pastry in a bike/hardware shop catering to families, tourists, boaters, and cyclists. The Establishment will have an indoor area of approximately 6400 square feet which includes a designated café area of approximately 700 square feet, and a summer garden of approximately 100 square feet. There may be recorded music in the interior space; there shall be no recorded music in the summer garden. There shall be no Entertainment endorsement. The Establishment shall not participate in pub crawls.

3. **Hours of Operation and Sales.**
The Applicant's hours of operation of the business in the indoor space shall be as follows:
Sunday: 10:00 a.m.- 7:00 p.m.,
Monday to Saturday: 8:00 a.m. – 8:00 p.m.

The Applicant's hours of selling, serving, and consuming alcohol in the indoor space and summer garden area shall be as follows:

Sunday: 11:00 a.m.- 7:00 p.m.,
Monday to Friday: 12:00 p.m. – 8:00 p.m.
Saturday: 11:00 a.m. – 8:00 p.m.

Provided that: (a) on days designated by the DC ABC Board as "Holiday Extension of Hours" applicant may avail itself of the extended hours so provided; (b) in the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours (such as for Inauguration) applicant may avail itself of such extended hours; and (c) on January 1 of each year applicant may operate until 4:00a.m.

Consistent with Alcoholic Beverage Control Board interpretations, "closing hours" shall be construed as the hours at which no patrons shall remain on the premises.

4. **Floors Utilized and Occupancy.** The Applicant will operate its Establishment on the ground floor and sidewalk of the building. Occupancy by patrons shall be limited to the first floor of the interior of the Premises and the summer garden. The Certificate of Occupancy will state the seating and occupant load; however, the Establishment will not exceed a total occupancy of 100 which includes both

customers in the hardward/bike area as well as approximately 54 seated patrons in the indoor area and approximately 24 seated patrons in the summer garden.

5. **Summer Garden.** There shall be no piped or recorded music originating in the summer garden area. The Summer Garden shall be enclosed with appropriate barriers to delineate the space designated for the outdoor seating from the adjacent areas, and may include such things as shrubbery or fencing with vines; or bushes, vines or trees in planters.

No containers, cups, bottles/cans, etc. shall be permitted outside of or to leave the area regardless of content, excepting food and non-alcoholic beverages packaged "to go."

6. **Parking Arrangements.** It is a concern of the ANC that the Applicant's operation of the Establishment does not create or exacerbate parking problems within the ANC. The Applicant shall notify patrons (through a website or other means) that there is limited parking in the vicinity and shall provide information about public transportation. Applicant shall make reasonable efforts to promote transportation options other than automobiles and, if it is within the Applicant's control, provide adequate bicycle parking .
7. **Noise and Privacy.** Applicant shall strictly comply with D.C. Official Code § 25-725 and to that end shall use various means including making architectural improvements to the property and take all necessary actions and mitigation efforts to ensure that music, noise and vibration from the Establishment are not audible in any residential premises. Options for noise mitigation can include: shrubbery, cinderblock or wooden walls (perhaps with vines), trees in planters, fountains with running water, or other muting or muffling objects.

Applicant shall receive all deliveries of food, beverages, and restaurant supplies between the hours of 7:00 a.m. and 7:00 p.m. Mondays to Saturdays. No deliveries excepting fresh bread products, fresh produce, and seafood shall be accepted on Sundays.

8. **Public Space and Trash.** The Applicant shall participate in the building's trash removal and storage program.
9. **Security Cooperation in Stemming Illegal Drugs and Public Drinking.** Applicant shall take all reasonable steps to minimize problems of illegal drugs and public drinking, including, at all times a trained employee on site, without limitation, designating a sufficient number of employees to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; monitoring for and prohibiting sales or use of illegal drugs within or about the Premises, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur. Applicant shall to the full extent permissible by law discourage loitering in the

District Hardware Inc. t/a District Hardware and Bike,
ABRA # _____, 730 Maine Avenue, SW, Washington, DC 20024
and ANC6D, December, 2016

vicinity of the Premises.

Applicant shall have recording cameras which cover the interior of the premises where alcoholic beverages are served and consumed. If responsible for the video surveillance equipment, and in accordance with D.C. Official Code § 25-02(d)(3)(G), the applicant shall: (a) ensure the cameras are operational; (b) maintain footage for a minimum of 30 days; and (c) make the security footage available within 48 hours upon the request of ABRA or the Metropolitan Police Department.

10. ***License Ownership and Compliance with ABRA Regulations.*** Applicant promises to the ANC that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees, and agrees that the ANC shall have standing to ask the ABC Board to enforce any violations of the agreement.
11. ***Participation in the Community.*** Applicant agrees to seek to maintain open communication with the ANC and the community for which the ANC acts.
12. ***Notice and Opportunity to Cure.*** In the event that any of the parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If Applicant or the licensee fails to cure within the 30-day period (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) failure shall constitute a cause for filing a complaint with the ABC Board pursuant to D.C. Official Code § 25-447.

If to Applicant: District Hardware Inc. t/a District Hardware and Bike
730 Maine Avenue, SW
Washington, DC 20024
Attn: Jarrett Conway, Co-Owner
Phone: 240-498-4412
e-mail: jc@districthardware.com

If to Protestant: Advisory Neighborhood Commission 6D
1101 4th Street, SW, Suite W130
Washington, DC 20024
Attn: Chair, ANC
Phone: (202) 202 554-1795
Fax (202) 202 554-1774
e-mail: office@ANC6D.org

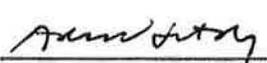
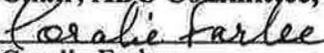
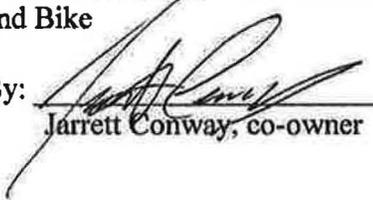
District Hardware Inc. t/a District Hardware and Bike,
ABRA # _____, 730 Maine Avenue, SW, Washington, DC 20024
and ANC6D, December, 2016

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.

- 13. **No Protest.** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, and in reliance thereupon, the ANC shall refrain from filing a protest of the Applicant's pending license application.

The ANC:

APPLICANT:

<p>Chair, ANC6D  Andy Litsky, SMD04 <u>12/12/16</u> Date</p> <p>Chair, ABC Committee, ANC6D  Coralie Farlee <u>12 Dec 16</u> Date cfarlee@mindspring.com</p>	<p>District Hardware Inc. t/a District Hardware and Bike</p> <p>By:  Jarrett Conway, co-owner <u>12/12/16</u> Date</p>
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