

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

**In the Matter of:**

ABC Pony, LLC  
t/a ABC Pony

Applicant for a New  
Retailer's Class CR License

at premises  
2 I Street, SE  
Washington, D.C. 20003

License No.: ABRA-115244  
Order No.: 2019-916

ABC Pony, LLC, t/a ABC Pony, Applicant

Commissioner Gail Fast and Dr. Coralie Farlee, on behalf of Advisory Neighborhood  
Commission (ANC) 6D

**BEFORE:** Donovan Anderson, Chairperson  
James Short, Member  
Bobby Cato, Member  
Rema Wahabzadah, Member  
Rafi Crockett, Member

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**ORDER ON SETTLEMENT AGREEMENT**

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The official records of the Alcoholic Beverage Control Board (Board) reflect that ABC Pony, LLC, t/a ABC Pony (Applicant), Applicant for a new Retailer's Class CR License and ANC 6D have entered into a Settlement Agreement (Agreement), dated November 18, 2019, 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 Commissioner Gail Fast and Dr. Coralie Farlee, on behalf of ANC 6D, are signatories to the Agreement.

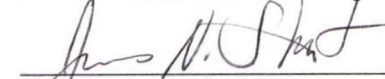
Accordingly, it is this 11th day of December, 2019, **ORDERED** that:

1. 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
2. Copies of this Order shall be sent to the Applicant and ANC 6D.

District of Columbia  
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson



James Short, Member

Bobby Cato, Member



Rema Wahabzadah, Member



Raffi Crockett, 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 18th day of November 2019 by and between ABC Pony, LLC t/a ABC Pomy ("Applicant"), at 2 I Street, SE, License # 115244 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 CR for a business establishment ("Establishment") serving spirits, wine, and beer, including indoor space, and an entertainment endorsement located at 2 I Street, SE, Washington, D.C. 20003 ("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 Settlement 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 change in operations is considered of great concern which they may bring to the attention of the ABC Board. The Parties acknowledge that any substantial change in operations requires prior approval by the ABC Board; and

WHEREAS, the Parties have agreed to enter into this Agreement and request that the 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 spirits, wine, and beer, offering a full service restaurant and cafe. The Establishment may have live entertainment indoors, but no dancing, cover charge or sports wagering endorsements. There shall be no other endorsements or sidewalk café or summer garden

unless advance notice is given to the community and placards are issued. The Establishment shall not participate in pub crawls. No exterior signage shall have flashing lights.

3. ***Hours of Operation and Sales.***

The hours of operation shall not exceed:

Sunday through Thursday: 7:00 a.m.- 2:00 a.m.,

Friday and Saturday: 7:00 a.m. – 3:00 a.m.

The hours of selling, serving, and consuming alcohol and for entertainment in the indoor space shall not exceed:

Sunday through Thursday: 8:00 a.m. – 2:00 a.m.,

Friday and Saturday: 8:00 a.m. – 3:00 a.m.

**If there is live Entertainment after 10:00 p.m., windows shall remain closed.**

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; (c) on January 1 of each year applicant may operate until 4:00a.m.; and (d) on Sundays when Washington Nationals games commence at 7:00 p.m. or later, applicant may operate and permit consumption of alcoholic beverages in the interior of the Premises and the summer garden area until 2:00 a.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 first floor of the building. Occupancy by patrons shall be limited to the first floor of the interior of the Premises. The Certificate of Occupancy will state the seating and occupant load; however, the Establishment will not exceed a total occupancy of 80, which includes seating for 75 patrons indoors.
5. ***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.
6. ***Noise and Privacy.*** Applicant shall strictly comply with D.C. Official Code § 25-725 and to that end shall use various means to mitigate noise. 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, including taking reasonable steps to ensure that music, noise, and vibration from the Establishment are not audible in any residential premises. Applicant shall inform its patrons by signage or other means that residences are in proximity to the Establishment and urge quiet and decorum by patrons on exiting the Establishment. Applicant shall receive all deliveries of food, beverages, and supplies during hours between 7:00 a.m. and 7:00 p.m.

7. **Public Space and Trash.** The Applicant shall participate in the building's trash removal and storage program. Trash and dumpster areas maintained by the Applicant shall be kept clean. The Applicant shall enclose its dumpsters and keep dumpster lids tightly closed and incapable of being entered by rodents, in order to limit odors and help control pest and rodent population. Applicant shall take reasonable steps to ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and so that no garbage is placed on the abutting property. Applicant will provide for the proper (recyclable) removal of grease and oils and will not deposit these substances for removal in dumpsters or trash cans. Applicant will contract for regular rodent and pest (insect) abatement. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there are not garbage and odors present.

Applicant shall not knowingly permit patrons to leave the premises with open containers, cups, bottles/cans, etc. excepting food and beverages packaged "to go."
8. **Security.** Applicant shall take reasonable steps to minimize problems with unruly patrons, including, at all times by having a sufficient number of trained employees on site, to assure adequate security.

Applicant shall have sufficient number of recording cameras of good photographic quality which cover the outside area and areas where alcoholic beverages are served. If responsible for the video surveillance equipment, the establishment shall maintain security cameras and: (a) ensure the cameras are operationa; (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.
9. **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. Applicant also specifically agrees to be the sole owner of the ABC license.
10. **Participation in the Community.** Applicant agrees to seek to maintain open communication with the ANC and the community for which the ANC acts.
11. **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 § 25-446(e).

If to Applicant: ABC Pony, LLC, t/a ABC Pony  
2 I Street, SE  
Washington, DC 20003

Attn: Crystal Herman  
Phone: 240-643-5918  
c-mail: crystal@h2-collective.com

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

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:**

|   |                                       |
|---|---------------------------------------|
| <b>Chair, ANC6D</b>                     | ABC Pony, LLC, t/a LLC Pony           |
| <u>Gale Fast</u><br>Gale Fast, SMD01    | <u>[Signature]</u><br>By: NAME, TITLE |
| 11/18/19<br>Date                        | 9/18/19<br>Date                       |
| <b>Chair, ABC Committee, ANC6D</b>      | Ian C. Herman, managing member        |
| <u>Coralie Farlee</u><br>Coralie Farlee |                                       |
| Date                                    |                                       |



*Southwest / Navy Yard / Buzzard Point*  
Advisory Neighborhood Commission 6D

November 18, 2019

1101 Fourth Street, SW  
Suite W 130  
Washington, DC 20024  
202.554.1795  
Email: office@anc6d.org  
Website: www.anc6d.org

Donovan Anderson, Chair  
c/o Martha Jenkins, General Counsel  
Alcohol Beverage Control Board  
2000 14th Street, NW, Suite 400S  
Washington, DC 2000

**OFFICERS**

Chairperson  
Gail Fast

Vice Chairperson  
Andy Litsky

Secretary  
Rhonda Hamilton

Treasurer  
Ronald Collins

**Re: ANC6D Support of ABC Pony application, ABRA #115244 and recommendation for Cooperative Agreement**

Dear Mr. Anderson:

At the ANC6D meeting of November 18, 2019 which was properly noticed, and with a quorum present and voting, the ANC voted 5 to 0 to 0 to support the applicant's request for a Retailer's Class CR license AND voted 5 to 0 to 0 to recommend that the ABC Board accept the attached Cooperative Agreement for ABC Pony.

**COMMISSIONERS**

SMD 1 Gail Fast  
SMD 2 Anna Forgle  
SMD 3 Ronald R. Collins  
SMD 4 Andy Litsky  
SMD 5 Vacant  
SMD 6 Rhonda Hamilton  
SMD 7 Edward Daniels

Please contact Commissioner Fast ([6D01@anc.dc.gov](mailto:6D01@anc.dc.gov)) or Dr. Coralie Farlee, Chair, ABC Committee, ANC 6D at 202-554-4407, [cfarlee@mindspring.com](mailto:cfarlee@mindspring.com) if you have any questions or concerns. Dr. Farlee is authorized to represent ANC6D in alcohol-related matters.

Sincerely,

Gail Fast, Chair  
ANC6D

Coralie Farlee, Chair  
ABC Committee, ANC6D

Attachment: CA