

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

In the Matter of:)

Aslin Food Works, LLC)
t/a Aslin Beer Garden)

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

at premises)
1299 1st Street, SE)
Washington, D.C. 20003)

License No.: ABRA-109855
Order No.: 2018-418

Aslin Food Works, LLC, t/a Aslin Beer Garden (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 SETTLEMENT AGREEMENT

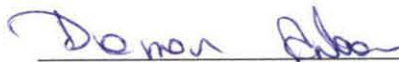
The official records of the Alcoholic Beverage Control Board (Board) reflect that Aslin Food Works, LLC, t/a Aslin Beer Garden, Applicant for a new Retailer's Class CT License, located at 1299 1st Street, SE, Washington, D.C., and ANC 6D have entered into a Settlement Agreement (Agreement), dated June 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 and Chairperson Meredith Fascett and Dr. Coralie Farlee, on behalf of ANC 6D, are signatories to the Agreement.

Accordingly, it is this 27th day of June, 2018, **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

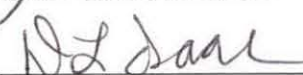


Nick Alberti, Member

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**

1101 4th Street SW, Suite W130, Washington, DC 20024
ANC Office: 202 554-1795 office@anc6d.org

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 11TH day of June 2018 by and between Aslin Food Works LLC t/a ~~Aslin Beer Garden~~ ("Applicant"), at 1299 First Street, SE, License #109855 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.

WITNESETH

WHEREAS, Applicant has applied for a License Class CT for a business establishment ("Establishment") serving wine, beer and spirits, in an outdoor beer garden with food provided by food trucks, with no entertainment, dancing or cover charge endorsements, unless placarded and approved by the ABC Board, located at 1299 First Street, SE, Washington, D.C. 20003 ("Premises");

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

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;

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 to the community 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;

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 in a beer garden serving spirits, wine, beer, with food provided by rotating food trucks. There shall be no Entertainment, dancing, or cover charge endorsements, unless placarded and approved by the ABC Board. The hours for recorded music in the beer garden (outside area) are specified in #3, below. The establishment shall not participate in pub crawls. No signage shall have flashing or bill board type lights.
3. ***Hours of Operation and Sales.***
The hours of operation, sales, service, and consumption of alcohol in the outdoor area shall not exceed:
Sunday through Saturday: 11:00 a.m. to 12:00 a.m.

Pre-recorded music in the outdoor area shall end no later than 10:30 p.m. on Sunday through Thursday, and 12:00 midnight Friday and Saturday.

The above restrictions apply to the use of outdoor space only and shall not in any way restrict Applicant's right to apply for later hours for interior space. The parties acknowledge that a change in the business model, including the addition of interior space, shall be of concern to the neighborhood.
4. ***Floors Utilized and Occupancy.*** The Applicant will operate its Establishment at the Premises. The Certificate of Occupancy will state the seating and occupant load; however, the Establishment will not exceed a total occupancy of 300. The Applicant shall not knowingly permit patrons to leave the premises with open alcoholic beverages, open containers, cups, bottles/cans.
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 and appropriate pick-up/drop-off locations.
6. ***Noise and Privacy.*** Applicant shall strictly comply with D.C. Official Code § 25-725 and use various means including installing sound absorptive materials and barriers such as umbrellas, awnings, shrubbery, or trees in planters and other

actions and mitigation efforts to ensure that music, noise, and vibrations from the Establishment meet official D.C. noise requirements.

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. Mondays to Saturdays. No deliveries excepting fresh bread products, fresh produce and seafood shall be accepted on Sundays.

7. ***Public Space and Trash.*** The Applicant shall have trash bins throughout the beer garden that are emptied at the end of each night into the shared retail trash bins located in the alley on First Street, SE. The Applicant shall make reasonable efforts to 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 make reasonable efforts 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.
8. ***Security Cooperation in Stemming Illegal Drugs and Public Drinking.*** There shall be barriers to enclose the outdoor premises. There will be at least two security personnel on site at any one time. Security personnel will be located at the entrance(s) and at various locations in the Premises.

If cameras are present and applicant is responsible for the video surveillance equipment, the applicant shall (a) ensure that the cameras used by the establishment are operational, (b) maintain footage containing a crime of violence or a crime involving a gun 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.

Applicant shall take all necessary steps to minimize problems of illegal drugs and public intoxication, including, 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.

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.

10. **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: Aslin Food Works, LLC t/a Aslin Beer Garden
 1299 First Street, SE
 Washington, DC 20003
 Attn: Andrew Kelley, Member
 Phone: 703-999-2192
 e-mail: andrew@aslinbeer.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
 e-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.

12. **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</p> <p><u>Meredith Fascett</u> 6/11/18 Meredith Fascett, SMD07 Date</p>	<p>Aslin Food Works, LLC t/a Aslin Beer Garden</p> <p><u>Andrew Kelley</u> 6/12/18 By: Andrew Kelley Date Member</p>
<p>Chair, ABC Committee, ANC6D</p> <p><u>Coralie Farlee</u> 6/11/18 Coralie Farlee Date</p>	