

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

In the Matter of:

FountainInn, LLC
t/a Fountain Inn

Application for a New
Retailer's Class CR License

at premises
1659 Wisconsin Avenue, NW
Washington, D.C. 20007

Case No.: 20-PRO-00042
License No.: ABRA-116996
Order No.: 2020-345

FountainInn, LLC, t/a Fountain Inn, Applicant

Matt Minora, Counsel, on behalf of the Applicant

Rick Murphy, Chairperson, Advisory Neighborhood Commission (ANC) 2E

Sakraida Parker, President, Citizens Association of Georgetown (CAG)

Jacqueline Dunn, Abutting Property Owner

Tove Robberts, Abutting Property Owner

Frank E. Loy, Abutting Property Owner

Bartow Farr, Abutting Property Owner

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

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

The Application filed by FountainInn, LLC, t/a Fountain Inn (Applicant), for a new Retailer's Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on October 13, 2020, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 2E, CAG, Jacqueline Dunn, Tove Robberts, Frank E. Loy, and Bartow Farr entered into a Settlement Agreement (Agreement), dated October 13, 2020, 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; Chairperson Rick Murphy, on behalf of ANC 2E; Sakraida Parker, on behalf of CAG; Jacqueline Dunn; Tove Robberts; Frank E. Loy; and Bartow Farr; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 2E, CAG, Jacqueline Dunn, Tove Robberts, Frank E. Loy, and Bartow Farr.

Accordingly, it is this 28th day of October, 2020, **ORDERED** that:

1. The Application filed by FountainInn, LLC, t/a Fountain Inn, for a new Retailer's Class CR License, located at 1659 Wisconsin Avenue, NW, Washington, D.C., is **GRANTED**;
2. The Protests of ANC 2E, CAG, Jacqueline Dunn, Tove Robberts, Frank E. Loy, and Bartow Farr in this matter are hereby **WITHDRAWN**;
3. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Applicant's establishments is **APPROVED** and **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Applicant, ANC 2E, CAG, Jacqueline Dunn, Tove Robberts, Frank E. Loy, and Bartow Farr.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: ac43020e309d8f0e4b735003816c08

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 547ae3739200e5cd8f1b3328d2940c

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 255d33caaff0a146d704b795bd7917a20d

Bobby Cato, Member

eSigned via SeamlessDocs.com
Rema Wahabzadah, Member
Key: b7f2ca48c596b74099b19b35b738f16cf

Rema Wahabzadah, Member

eSigned via SeamlessDocs.com
Rafi Aliya Crockett, Member
Key: b560e91845e1f0e4010155e5c12f910c

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 62172d31f55094d7491e060c2a4182f

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5027b3a711f00409e14adab52541ce5

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 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
BETWEEN FOUNTAININN, LLC, ADVISORY NEIGHBORHOOD COMMISSION 2E, AND
THE CITIZENS ASSOCIATION OF GEORGETOWN**

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 13th day of October, 2020, by and between Advisory Neighborhood Commission 2E ("ANC2E") and The Citizens Association of Georgetown ("CAG"); and Jaquelin Dunn, Tove Robberts, Bartow Farr, and Frank Loy ("Neighbors"), referred to collectively as "Protestants;" and Fountaininn, LLC t/a Fountain Inn ("Applicant"), collectively, all, referred to collectively as "Parties."

RECITALS

Whereas, the Applicant has applied to the Alcoholic Beverage Regulation Administration ("ABRA") for a new Retailer's Class C Restaurant, ABRA-116996 ("License") with one Summer Garden Endorsement for the premises located at 1659 Wisconsin Avenue, NW ("Premises");

Whereas, the Parties wish to enter into a Settlement Agreement pursuant to D.C. Official Code § 25-446 to address concerns related to peace, order and quiet; traffic and residential parking; and real property values.

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. **Occupancy.** The Premises' total occupancy load is 35, which is inclusive of 14 patron occupancy load in the Summer Garden abutting Wisconsin Avenue, NW. Applicant's operations do not require the expansion of the footprint of the existing building on the Premises.
 3. **Interior Hours of Operation and Sales, Service & Consumption of Alcoholic Beverages.** Applicant agrees that its hours of operation and hours of sales, service & consumption of alcoholic beverages shall be:
 - Sunday through Thursday: 11:00am to 12:00am; and
 - Friday and Saturday: 11:00am to 1:00am.
 4. **Summer Garden.** Applicant may hold a Summer Garden Endorsement on its License for the exterior portion of the Premises abutting Wisconsin Avenue, NW. The maximum occupancy load of the Summer Garden NW shall not exceed 14 patrons. Applicant agrees that its hours of operation and hours of sales, service & consumption of alcoholic beverages in the Summer Garden shall not exceed:
 - Sunday through Thursday: 11:00am - 10:00pm; and
 - Friday and Saturday: 11:00am - 11:00pm.
- Any lighting installed in the Summer Garden must be pointed downwards towards the Summer Garden. At no time shall any light on the Summer Garden shine into nearby residences.
5. **Rear Yard.** The Parties agree the Premises do not include the rear yard behind the interior Premises and there shall be no use of the rear yard for food and beverage service. In

addition, Applicant will not permit third party promoters (see Section 11 below) or any other third party to use the rear yard behind the Premises, with the sole exception of the Little Folks School for use as auxiliary outdoor space for occasional parent meeting and child classes.

6. Noise & Sound Mitigation Techniques.

- A. Applicant shall take reasonable steps to ensure that noise emanating from the interior premises and Summer Garden shall not be audible in surrounding residences.
- B. No speakers shall be installed in the Summer Garden.
- C. Except in the case of inclement weather, Applicant shall keep umbrellas open over tables in the Summer Garden while it is in use to minimize sound emanating from the Summer Garden.
- D. Applicant shall encourage employees to leave the Premises as soon as reasonably possible after the end of daily operations and to do so in an orderly manner.

7. Patrons and Security.

- A. Applicant shall take reasonable and immediate action to prevent its patrons from causing unreasonable noise, disturbances, loitering, or engaging in illegal activity in the area immediately outside of the Premises.
- B. Applicant shall maintain a clearly visible sign, with letters that are at least four inches tall, which measures at least 8 ½ x 11 inches, near the exits of the Premises which encourages its patrons to be respectful of the surrounding Neighbors and leave in a quiet, orderly manner.

8. Trash & Public Space.

- A. Trash pickup will occur one time per day, seven days a week except on federal holidays and/or when trucks cannot access the premises because of inclement weather. Trash pick-up shall not occur between the hours of 10:00pm and 7:00am.
- B. Applicant shall store trash and recycling in closed containers on its private space immediately adjacent to the south side of establishment nearest Wisconsin Avenue, NW (while remaining behind the gate) until the trash and/or recycling is to be picked up. Applicant's trash and recycling shall not be visible from the street.
- C. Applicant shall store all trash and recycling in rodent-resistant receptacles capable of being sealed with tight fitting lids. Applicant shall assign a staff member to inspect the area where trash is being stored to ensure that the lids of the receptacles are closed and the area around them is clean at the end of operations. Applicant shall not dispose of recycling or glass bottles into a trash receptacle or other container after 9:30pm weekdays and 10:00pm weekends.
- D. The public space adjacent to and in front of the premises is to be kept tidy at all times, and litter is to be removed by the Applicant's staff at least three times per day.

9. Cleaning and Vermin Control Measures.

- A. Applicant will maintain a contract with a professional, licensed cleaning company to provide for routine cleaning of the Premises, including the kitchen hood, as needed to

maintain cleanliness. Regular routine hood and exhaust cleaning shall not occur prior to 8:00am.

- B. Applicant will maintain a contract with a professional, licensed rat, pest, and vermin control company to provide for routine control for the Premises as needed to control pests.
- C. Applicant will permit the Georgetown BID vermin abatement program to provide supplemental vermin and pest control for the Premises upon reasonable notice to Applicant.

10. Deliveries. Deliveries shall not be earlier than 8:30am nor later than 7:00pm.

11. No Third Party Promoters. No third party promoters will conduct business on the Premises and cover charges will never be collected to enter the Premises or partake in the Applicant's offerings. "Third party promoter" does not include individuals hosting private events or individuals accepting donations on behalf of or in partnership with charitable organizations on the Premises.

12. Point of Contact. At all times, at least one member of Applicant's staff ("Point Person") who is on-site will be responsible for acting in a responsive manner if/when a concern arises with neighboring residents. This Point Person shall understand the terms of this Agreement; be empowered to at all times enforce the terms set forth herein; and will contact Applicant's owner(s) as the situation necessitates.

12. Notice & 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 ten (10) days of such notice. If a Party fails to cure within the ten (10) day period (or, with respect to a breach which reasonably requires more than ten (10) days to cure, fails to commence cure of such breach within ten (10) days diligently pursue such cure) failure shall constitute a cause for filing a complaint with the ABC Board.

Any notice which may be given hereunder shall be deemed to have been given if sent by mail or e-mail to the following:

If to Applicant: Fountain Inn
 % Viyas Sundaram, Managing Member
 1659 Wisconsin Avenue, NW
 Washington, DC 20007
 viyas@sundaramdevelopment.com

If to Protestants:

ANC 2E: Advisory Neighborhood Commission 2E
 Attention: Joe Gibbons, SMD 2E02
 3265 S Street, NW
 Washington, DC 20007
 2E02@anc.dc.gov;

CAG: Citizens Association of Georgetown
Attention: Sakraida Parker, President
1365 Wisconsin Avenue, NW
Washington, DC 20007
CAGMail@cagtown.com; and

Neighbors: Jaquelin Dunn
1657 Wisconsin Avenue, NW
Washington, DC 20007
jackiedunn@me.com;

Tove Robberts
1661-1/2 Wisconsin Avenue, NW
Washington, DC 20007
toverobberts@gmail.com;

Bartow Farr
1602 Caton Place, NW
Washington, DC 20007
hbfsales@comcast.net; and

Frank Loy
3230 Reservoir Road, NW
Washington, DC 20007
loyfrank@aol.com.

13. Binding Effect. This Agreement shall be binding upon and enforceable against the Applicant and successors and assigns of the Applicant. 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.

14. No Protest. In consideration of the agreements set forth above, Protestants shall, upon approval of this agreement by the Alcoholic Beverage Control Board, withdraw their Protests of the application for the License at the Premises.

[signatures on the following page]

IN WITNESS WHEREOF, The Parties have executed this Agreement as of the date first above written.

PROTESTANTS

ADVISORY NEIGHBORHOOD COMMISSION Σ

By: _____ Date: _____
Rick Murphy, ANC Σ EO3, Chair

THE CITIZENS ASSOCIATION OF GEORGETOWN

By: _____ Date: _____
Sakraida Parker, President

NEIGHBORS

By: _____ Date: _____
Jacquelin Dunn

By: *Tove Robertts* Date: 10/13/2020
Tove Robertts

By: _____ Date: _____
Bartow Farr

By: _____ Date: _____
Frank Loy

APPLICANT

FOUNTAININN, LLC

By: _____ Date: _____
Viyas Sundararam, Manager

IN WITNESS WHEREOF, The Parties have executed this Agreement as of the date first above written.

PROTESTANTS

ADVISORY NEIGHBORHOOD COMMISSION 2E

By: _____ Date: _____
Rick Murphy, ANC 2E03, Chair

THE CITIZENS ASSOCIATION OF GEORGETOWN

By: *Tara* *Tara Sakraida Parker* Date: 10/14/2020
Sakraida Parker, President

NEIGHBORS

By: _____ Date: _____
Jacquelin Dunn

By: _____ Date: _____
Tove Robberts

By: _____ Date: _____
Bartow Farr

By: _____ Date: _____
Frank Loy

APPLICANT

FOUNTAININN, LLC

By: _____ Date: _____
Viyas Sundararm, Manager

IN WITNESS WHEREOF, The Parties have executed this Agreement as of the date first above written.

PROTESTANTS

ADVISORY NEIGHBORHOOD COMMISSION 2E

By: _____ Date: _____
Rick Murphy, ANC 2E03, Chair

THE CITIZENS ASSOCIATION OF GEORGETOWN

By: _____ Date: _____
Sakraida Parker, President

NEIGHBORS

By: _____ Date: _____
Jacquelin Dunn

By: _____ Date: _____
Tove Robberts

By: _____ Date: _____
Bartow Farr

By: Frank Loy Date: Oct 15, 2020
Frank Loy

APPLICANT

FOUNTAININN, LLC

By: _____ Date: _____
Viyas Sundararm, Manager

IN WITNESS WHEREOF, The Parties have executed this Agreement as of the date first above written.

PROTESTANTS

ADVISORY NEIGHBORHOOD COMMISSION 2E

By: Richard G. Murphy, Jr. Date: October 16, 2020
Rick Murphy, ANC 2E03, Chair

THE CITIZENS ASSOCIATION OF GEORGETOWN

By: _____ Date: _____
Sakraida Parker, President

NEIGHBORS

By: _____ Date: _____
Jacquelin Dunn

By: _____ Date: _____
Tove Robberts

By: H. Bartow Farr Date: 10/15/2020
Bartow Farr

By: _____ Date: _____
Frank Loy

APPLICANT

FOUNTAININN, LLC

By: _____ Date: _____
Viyas Sundararm, Manager

IN WITNESS WHEREOF, The Parties have executed this Agreement as of the date first above written.

*Oct. 13, 2020
reunion*

PROTESTANTS

ADVISORY NEIGHBORHOOD COMMISSION 2E

By: _____ Date: _____
Rick Murphy, ANC 2E03, Chair

THE CITIZENS ASSOCIATION OF GEORGETOWN

By: _____ Date: _____
Sakraida Parker, President

NEIGHBORS

By: *Jacquelin Dunn* Date: *10/16/20*
Jacquelin Dunn

By: _____ Date: _____
Tove Robberts

By: _____ Date: _____
Bartow Farr

By: _____ Date: _____
Frank Loy

APPLICANT

FOUNTAININN, LLC

By: _____ Date: _____
Viyas Sundararm, Manager

IN WITNESS WHEREOF, The Parties have executed this Agreement as of the date first above written.

PROTESTANTS

ADVISORY NEIGHBORHOOD COMMISSION 2E

By: _____ Date: _____
Rick Murphy, ANC 2E03, Chair

THE CITIZENS ASSOCIATION OF GEORGETOWN

By: _____ Date: _____
Sakraida Parker, President

NEIGHBORS

By: _____ Date: _____
Jacquelin Dunn

By: _____ Date: _____
Tove Robberts

By: _____ Date: _____
Bartow Farr

By: _____ Date: _____
Frank Loy

APPLICANT

FOUNTAININN, LLC

By:  _____ Date: 10/16/20
Viyas Sundararm, Manager