

In the Matter of:

Foxtrot Retail D.C., LLC
t/a Foxtrot

Applicant for a New
Retailer's Class B License

at premises
1341 14th Street, NW
Washington, D.C. 20005

Sherene Joseph, Chairperson, Advisory Neighborhood Commission (ANC) 2F, Protestant

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

ORDER ON SETTLEMENT AGREEMENT AND WITHDRAWAL OF ANC 2F'S PROTEST

The Application filed by Foxtrot Retail D.C., LLC, t/a Foxtrot (Applicant), for a New Retailer's Class B License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on June 21, 2022, and a Protest Status Hearing on July 20, 2022.

The official records of the Board reflect that the Applicant and ANC 2F entered into a Settlement Agreement (Agreement), dated July 12, 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 Sherene Joseph, on behalf of ANC 2F, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 2F of this Application.

Accordingly, it is this 10th day of August 2022, **ORDERED** that:

1. The Application filed by Foxtrot Retail D.C., LLC, t/a Foxtrot, for a new Retailer's Class B License, located at 1341 14th Street, NW, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 2F in this matter is hereby **WITHDRAWN**;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: a2430b6b659d5f06e4b733053d1dcd98

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com

James Short

Key: 547a0373f050de5a8d18332d32948e2

James Short, Member

eSigned via SeamlessDocs.com

Rafi Aliya Crockett, Member

Key: b50f0e91045e1f0e4010155e5c12f01c7

Rafi Crockett, Member

eSigned via SeamlessDocs.com

Jeni Hansen, Member

Key: 62172631f050944749115089c2a418e5

Jeni Hansen, Member

eSigned via SeamlessDocs.com

Edward Grandis, Member

Key: 5027b3a7f0f0040ec14adeb525d41ce5

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).

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 12th day of July, 2022, by and between Foxtrot Retail D.C., LLC t/a Foxtrot ("Applicant") and Advisory Neighborhood Commission 2F ("ANC 2F").

RECITALS

(a) Applicant has applied for a Retailer Class CR License and B Full-Service Grocery Store License, ABRA #120197 and ABRA #120198 (the "Licenses") for a business establishment ("Establishment") located at 1341 14th Street NW, Washington, D.C. (the "Premises");

(b) Applicant desires to cooperate with the ANC in order to mitigate concerns related to the potential impact of operation of the Establishment on the surrounding community;

(c) In lieu of contested protest proceedings regarding the application for the License, the Parties wish to enter into a Settlement Agreement pursuant to D.C. Official Code § 25-446 to address such concerns:

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 a restaurant and full-service grocery store. Any change from this model shall require prior approval by the ABC Board.
3. Hours of Operation. It is understood that upon expiration of the below hours of operation, no patron may remain on the interior or exterior of the Premises. Applicant's hours will not exceed the following:
 - a. Standard hours of operation shall not exceed the following:
 - i. Sunday – Saturday: 7:00am to 12:00am
 - b. Hours of Sales/Service/Consumption shall not exceed:
 - i. Sunday – Saturday: 8:00am to 12:00am
4. Summer Garden. The Applicant may have outside seating in accordance with a summer garden endorsement to its ABC license.
 - a. The hours of operation shall not exceed the following:
 - i. Sunday – Saturday: 7:00am to 12:00am
 - b. The hours of sales/service/consumption shall not exceed:
 - i. Sunday – Saturday: 8:00am to 12:00am
 - c. Applicant will inspect the summer garden regularly for compliance.
 - d. Applicant agrees that no speakers shall be installed in the unenclosed patio area. Speakers shall only be on the interior and in the enclosed patio area.
 - e. Applicant agrees to place speakers in the enclosed area facing inwards to mitigate noise.
 - f. No amplified music will be played in the in enclosed patio area when the windows are open.
 - g. Exceptions to the interior and exterior hours shall be granted for days designated by the ABC Board as "Extended Hours for ABC Establishments" or "Daylight Savings Time Extension of Hours-- Applicant may operate for one additional hour (that is, one hour later).

- h. Nothing in this Agreement shall prohibit the Applicant from applying for a one-day substantial change application.
5. Noise. Applicant shall comply with the D.C. Noise Control Act and shall adhere to D.C. Code § 25-725 with respect to emanation of noise from the establishment. Applicant shall undertake such measures as reasonably are required to preclude unreasonable disturbance to occupants of abutting residential properties from emanation of noise or vibration from the Establishment, including from patrons at, entering, or exiting the establishment.
 6. Public Space and Trash. Applicant shall take reasonable measures to keep the sidewalk (up to and including the curb), tree boxes and alley free of litter, bottles, chewing gum, trash, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall monitor these areas daily for refuse and other materials.
 7. Trash and Recycling. Applicant will contract with a trash and recycling contractor to provide sealable container(s) for trash, food waste, and recycling designed to prevent rodent intrusion, and further agrees to take reasonable measures to keep the containers closed and sealed at all times when waste is not being disposed. The Applicant shall require its trash and recycling contractors to pick up trash and materials not earlier than 7:00 a.m. Applicant's employees shall not dispose of bottles or glass into trash containers or dumpsters in a manner which creates noise audible outside of the premises after 11:00 p.m.
 8. Rat and Vermin Control. Applicant will maintain a contract with a professional, licensed rat, pest, and vermin control company to provide for routine control for the interior and exterior of the premises as needed to control pests.
 9. Patrons. Applicant shall take reasonable steps to prevent its patrons from causing noise or disturbances in front of, or immediately adjacent to, the Establishment during the hours of operation and as they depart at closing.
 10. Contact information. The Establishment's website will prominently feature the name and contact information for an individual to which any comments about the operation of the establishment may be addressed.
 11. Agreement Available Upon Demand. A copy of this Agreement shall be kept on the premises and made available to law enforcement officers and Alcoholic Beverage Regulatory Administration inspectors immediately upon request.
 12. Compliance with ABRA Regulations. Applicant shall abide by applicable Alcoholic Beverage Administration (ABRA) regulations regarding ownership of the License.
 13. Participation in the Community. Applicant is encouraged to send a representative from time to time to meetings of the ABRA Policy Committee of ANC 2F. Participation in such meeting promotes open lines of communication, neighborhood involvement, and awareness of current ABRA issues. Dates and times can be found at www.ANC2F.org.
 14. Binding Effect. This Agreement shall be binding upon and enforceable against the successors of the Applicant.

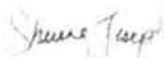
15. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
16. Notice and Opportunity to Cure. In the event that either party believes that the other materially breached any obligations under this Agreement, such party shall give written notice to the other of the existence of the breach and the specific nature thereof. The party alleged to be in breach shall have fourteen (14) days from the receipt of notice to cure the alleged breach (or if the breach shall relate to excessive noise or disturbance, the lesser of 72 hours or such shorter period as may be reasonable under the circumstances to immediately restore peace, order and quiet). If the breach is not cured within the notice period—or, with respect to a breach which reasonably requires more than fourteen (14) days to cure, efforts to cure the breach have not been commenced—failure should constitute cause for the ANC to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(e) in order to enforce the provisions of the Agreement. In the case of a continuing violation, no notice or opportunity to cure need be provided for subsequent violations of this Agreement, following the initial provision of notice. Any notices required to be made under this Agreement shall be in writing and sent either via e-mail or U.S. mail, postage prepaid, to the parties to this Agreement at the addresses below. Notice shall be deemed given as of the time of receipt or refusal of receipt.

If to Applicant: Foxtrot Retail DC LLC
 1341 14th Street, NW
 Washington, DC 20005

If to the ANC: Advisory Neighborhood Commission 2F
 5 Thomas Circle, NW
 Washington, DC 20005
 ANC2FOffice@gmail.com

Either party may change its notice address by written notice to the other. 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.

ADVISORY NEIGHBORHOOD COMMISSION 2F

By: 
 Sherene Joseph, Chair

APPLICANT

By: 
 Name:
 Foxtrot Retail D.C., LLC t/a Foxtrot