

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

<hr style="border-top: 1px solid black;"/> In the Matter of:)	
)	
)	
Foxtrot Retail D.C., LLC)	
t/a Foxtrot)	Case Nos.: 20-PRO-00011
)	20-PRO-00010
Applicant for New)	License Nos.: ABRA-115705
Retailers' Class CR License and B License)	ABRA-115514
)	Order No.: 2020-122
at premises)	
1267 Wisconsin Avenue, NW)	
Washington, D.C. 20007)	
<hr style="border-top: 1px solid black;"/>)	

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

Lisa Palmer, Commissioner, Advisory Neighborhood Commission (ANC) 2E

Cheryl Gray, on behalf of Citizens Association of Georgetown (CAG)

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

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF ANC 2E'S PROTESTS**

The Applications filed by Foxtrot Retail D.C., LLC, t/a Foxtrot (Applicant), for new Retailers' Class CR License and B License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on February 18, 2020, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 2E, and CAG entered into a Settlement Agreement (Agreement), dated February 8, 2020, that governs the operation of the Applicant's establishments.

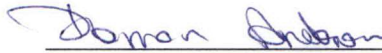
The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant; Commissioner Lisa Palmer, on behalf of ANC 2E; and Cheryl Gray, on behalf of CAG; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 2E.

Accordingly, it is this 26th day of February, 2020, **ORDERED** that:

1. The Applications filed by Foxtrot Retail D.C., LLC, t/a Foxtrot, for new Retailers' Class CR License and B License, located at 1267 Wisconsin Avenue, NW, Washington, D.C., are **GRANTED**;
2. The Protests of ANC 2E in this matter are hereby **WITHDRAWN**;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, and CAG.

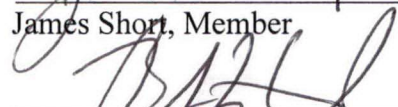
District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson



James Short, Member



Bobby Cato, Member



Rema Wahabzadah, Member



Rafi Crockett, Member



Jeni Hansen, 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

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 8th day of February 2020 by and between Foxrot Retail, D.C., LLC /a/ Foxrot ("Applicant") and Advisory Neighborhood Commission 2E and the Citizens Association of Georgetown (collectively the "Protestants").

WITNESSETH:

WHEREAS, Applicant has filed applications with the District of Columbia Alcoholic Beverage Control Board (ABC Board) for a Retailers Class CR and Retailers Class B at the premises located at 1267 Wisconsin Avenue NW to 3073 Canal Street NW (Premises);

WHEREAS, Protestants have concerns about the effect of Applicant's operation on nearby residents and their enjoyment of peace, order and quiet;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings memorialized herein, the Applicant and Protestants hereby agree as follows:

1. Noise: No audio speakers shall be installed by the premises on the exterior of the building or in outside space
2. Deliveries:
 - a. Outgoing delivery orders shall be served through the rear of the premises. Applicant shall take reasonable steps to ensure that delivery bicycles for outgoing deliveries are not parked on public space in front of the premises, except at the bike racks.
 - b. Any outgoing delivery moto vehicles shall not park in public parking spaces adjacent to the Premises. At no time shall outgoing delivery moto vehicles park illegally or double park on Wisconsin Avenue or N Street NW.
 - c. Applicant shall make commercially reasonable efforts to assure that vendor deliveries to the premises are made from designated loading zones and not from vehicles parked on N Street NW or otherwise illegally parked.
3. Trash and Recycling:
 - a. All trash, refuse and recycling, other than food waste, shall be discarded and stored in the designated trash area in rodent resistant containers located in the fenced area in the alley behind the premises. Food waste shall be stored inside the building of the premises until the day it is to be picked up. Applicant shall take best efforts to ensure that the Establishment's trash and recycling bins will be kept closed except for when trash is being added or removed into such containers.
 - b. Applicant's employees shall not dispose of bottles or glass in a manner which creates noise audible outside of the premises between 10pm and 7am;
 - c. Trash pickup shall not occur between the hours of 10pm and 7am;
 - d. Applicant shall take reasonable measures to keep the public and private space adjacent to the Premises free of litter, chewing gum, trash, and other debris in compliance with

- D.C. Code and Municipal Regulations. Applicant shall take reasonable measures to ensure that 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 once per day.
- e. Applicant shall maintain a regular schedule of treatments for rodent and vermin abatement
4. **POINT OF CONTACT:** The Applicant agrees to work in good faith with the Protestant to resolve any issues or disputes. The Applicant's point of contact for the residents and the Protestant will be Jason DaPisa (Jason@foxtrotco.com). If this contact or contact information should change, the Applicant will inform the Protestant.
5. **NOTICE AND OPPORTUNITY TO CURE:** In the event that any of the parties are 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 thirty days of the date of such notice. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and emailed, mailed via certified mail, return receipt requested, postage prepaid, or hand delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt.

If to Applicant:

Rachel O'Connell
Foxtrot Retail D.C., LLC t/a Foxtrot
1267 Wisconsin Avenue NW
Washington, D.C. 20007
rachel@foxtrotco.com

If to ANC:

ANC 2E
3265 S Street, NW
Washington, DC 20007
2E05@anc.dc.gov

6. **Protest withdrawn:** Upon execution of this Agreement by the Parties, the Protestants shall withdraw the protests of the Applicant's pending license application.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

Applicant:

Foxtrot Retail D.C., LLC t/a Foxtrot
By: Rachel O'Connell

DocuSigned by:


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Protestants:

ANC:

ANC 2E


By: Commissioner Lisa Palmer, SMD2E05



Citizens Association of Georgetown:

CAG

Name: Cheryl Gray



By: _____