

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

\_\_\_\_\_) )  
**In the Matter of:** ) )  
 ) )  
Creative Food Group, LLC ) )  
t/a Officina ) )  
 ) )  
Applicant for a New ) )  
Retailer's Class B and CR License ) )  
 ) )  
at premises ) )  
1120 Maine Avenue, SW ) )  
Washington, D.C. 20024 ) )  
\_\_\_\_\_)

License Nos.: ABRA-107663  
ABRA-107664  
Order No.: 2018-250

Creative Food Group, LLC, t/a Officina (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

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**ORDER ON SETTLEMENT AGREEMENT**

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The Application filed by Creative Food Group, LLC, t/a Officina (Applicant), Applicant for new Retailers' Class B and CR License, and ANC 6D have entered into a Settlement Agreement (Agreement), dated April 20, 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 2nd day of May, 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; except for the following modification:

Add new Subsection 4(c) (Floors Utilized and Occupancy) – This new Subsection shall read as follows: “For purposes of this section “special events” shall mean from time to time, the entire leased space, inclusive of the restaurant, market and café zone or a portion thereof may be utilized for a special event. The Special Event could be for a private event rented to a third party or utilized by the Applicant for an event relating to a holiday or other festive occasion. Under no circumstances will the Special Event last more than one day and will be subject to the same operating hours as the restaurant and market. Special Events will not occur on consecutive days. The applicant is limited to no more than 15 Special Events per year.”

The parties have agreed to this modification

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

District of Columbia  
Alcoholic Beverage Control Board



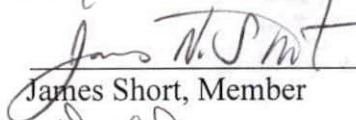
Donovan Anderson, Chairperson



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 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).

Creative Food Group LLC t/a Officina, ABRA Class B#107663 and CR#107664, 1120 Maine Avenue, SW, Washington, DC 20024 and ANC6D, April, 2018

★ ★ ★ **Advisory Neighborhood Commission 6D**

11014<sup>th</sup> Street SW, Suite W130, Washington, DC 20024  
ANC Office: 202 554-1795 [office@anc6d.org](mailto:office@anc6d.org)

**SETTLEMENT AGREEMENT**

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 20<sup>th</sup> day of April 2018 by and between Creative Food Group LLC t/a Officina ("Applicant"), at 1120 Maine Avenue, SW, Washington, DC 20024 ABRA Class B License #107663 and CR License #107664 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) a Class B License for a full service grocery store and (b) a CR License for a full service restaurant establishment ("Establishment") located at 1120 Maine Avenue, SW ("Premises").

The Class B grocery store will sell wine and beer for off-premises consumption in part of the first floor of the establishment, as well as provisions in #4a, below. There may be a tasting endorsement, but no other endorsements unless approved by the Board with notice to the community as required by D.C. Code § 25-421 and § 25-422.

The CR restaurant will provide a full-service food menu and serve spirits, wine, and beer in part of the first floor, and in the second and third floors with entertainment endorsement in the indoor space; there will also be three summer gardens – on the first, second, and third floors – with entertainment endorsement in the second and third floor summer gardens. There shall be no dancing or cover charge endorsement unless approved by the Board with notice to the community as required by D.C. Code § 25-421 and § 25-422.

The Establishment shall not participate in pub crawls. No signage shall have flashing lights.

WHEREAS, the Applicant is encouraged 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, the Parties are desirous of entering into an 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, 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 (a) a Class B food market selling wine and beer for off-premises consumption, as well as provisions in #4a, below, and (b) a full-service restaurant Establishment serving food and spirits, wine, and beer on the first, second, and third floor indoor areas, with entertainment endorsement; and three summer gardens. There may be Entertainment in the indoor restaurant areas and in the second and third floor summer garden areas as specified in #s 2 & 3, below. There shall be no Entertainment in the first floor summer garden. There shall be no dancing or cover charge endorsement unless approved by the Board with notice to the community as required by D.C. Code § 25-421 and § 25-422. Establishment shall not participate in pub crawls. No signage shall have flashing lights.
  
3. **a. Hours of Operation and Sales: Class B Food Store**  
The hours of operation of the food store shall not exceed:  
Sunday through Saturday: 7:00 a.m. to 3:00 a.m.  
The hours of sales of beer and wine in the food store area shall not exceed:  
Sunday through Saturday: 8:00 a.m. to 12:00 a.m.  
**b. Hours of Operation and Sales: CR Restaurant**  
The hours of operation of the indoor restaurant spaces and summer garden areas shall not exceed:  
Sunday through Saturday: 7:00 a.m. – 3:00 a.m.  
The hours of selling, serving, and consuming alcohol and for Entertainment in the indoor restaurant 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.  
The hours for selling, serving, and consuming alcohol in the three summer gardens shall not exceed:  
Sunday through Thursday: 8:00 a.m. to 1:00 a.m.  
Friday and Saturday: 8:00 a.m. to 2:00 a.m.  
The hours for for Entertainment in the second and third floor summer gardens shall not exceed:  
Sunday through Thursday: 8:00 a.m. to 1:00 a.m.  
Friday and Saturday: 8:00 a.m. to 2:00 a.m.

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; and (c) on January 1 of each year applicant may operate until 4:00a.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 Class B food store on part of the first floor of the Establishment. The Applicant will operate its full-service CR restaurant on part of the first floor (adjacent to the Class B food market) and on the second and third floors. The restaurant will have a summer garden on each of the three floors. The CR first floor summer garden shall consist of three zones: Upper Café Zone, Lower Café Zone, and Grade change as shown on Exhibit A.
  - a. The Class B food market shall have no seating. However, as provided in #25-206.5, the applicant of the Class B food market, who is also the applicant of the adjacent CR restaurant, may sell beer, wine, and spirits for consumption in the Class B food market and the Upper Café Zone section of the first floor summer garden of the CR restaurant. The Upper Café Zone may have up to 24 seats.

The Lower Café Zone and Grade Change area of the CR Summer Garden shall be reserved for Class B food market operations to incorporate displays of produce and goods other than alcohol sold in the Class B food market.

The applicant shall have the flexibility to utilize the Lower Café Zone to provide for consumption of beer, wine, and spirits during occasional special events.
  - b. The full service CR Restaurant will have a total of 277 seats in the indoor three floors; 148 seats in the three floors of the summer gardens; and a total occupancy load in the CR restaurant of 600. The first floor restaurant café area will have 60 seats indoors and a summer garden, with 24 seats, totaling 84 seats. The second floor will have a restaurant with 114 seats, and a summer garden with 44 seats totaling 158 seats. The third floor will have a special events restaurant with 103 seats with summer garden for 80 seats totaling 183 seats. The Certificate of Occupancy will state the seating and occupant load; however, the Establishment will not exceed a total occupancy of 425 seats which includes 277 seats in the indoor restaurants and 148 seats in the summer gardens. There may be live Entertainment in the second and third floor summer gardens as indicated in #s 2 and 3, above.

The Applicant shall ensure that no furniture, fixtures, equipment, or other property of the Establishment shall extend into the pedestrian walkway.

5. **Parking.** Because there is limited parking in the vicinity, 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. Applicant shall make reasonable efforts to promote transportation options other than automobiles and, if it is within the Applicant's control, provide adequate bike parking.
  
6. **Noise and Privacy.** Applicant shall strictly comply with D.C. Official Code § 25-725. and to that end shall use various means including making architectural improvements to the property and take all necessary actions and mitigation efforts to ensure that music, noise and vibration from the Establishment are not audible in any residential premises. Options for noise mitigation can include: awning(s), shrubbery, cinderblock or wooden walls (perhaps with vines), trees in planters, fountains with running water, awnings, or other muting or muffling objects.  
If operating between the hours of 10 pm and 7 am, Applicant shall inform its patrons by signage or other means that upon exiting the Establishment, that residences are in proximity to the Establishment and urge quiet and decorum by patrons on exiting the Establishment.
  
7. **Public Space and Trash:** The Applicant shall participate in the building's trash removal and storage program. Applicant shall take commercially reasonable measures to keep the Premises, trash collection area, loading dock, hallways, passageways, tree boxes, sidewalks and common areas providing access to and adjoining the Premises free of insects, rodents, vermin, other pests, trash and dirt accumulations generated by the operations in the Premises. Applicant shall not store trash or refuse in, or permit trash, rubbish, cartons, merchandise or other goods intended for use in the Premises to accumulate in areas outside of the Premises other than in the landlord designated areas. All recycling shall be placed in the designated areas.  
Applicant shall take commercially reasonable measures to maintain the Premises, including sidewalks, free of litter, refuse and debris.  
Applicant shall not knowingly permit patrons to leave the premises with open containers, cups, bottles/cans, etc. excepting food and beverages packaged "to go."  
**Extermination.** Applicant shall cause extermination services, including treatment for insects, spiders, rats, mice, moles and other rodents, to be provided to the Premises by a reputable exterminator on at least a monthly basis.
  
8. **Security.** Applicant shall take reasonable steps to monitor patrons, including, designating a sufficient number of employees to assure adequate security and to control unruly patrons, whether inside the establishment or in the immediate outside area.
  
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. **Participation in the Community.** Applicant is encouraged 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 § 25-447.

If to Applicant: Creative Food Group LLC t/a Officina  
 1120 Maine Avenue, SW  
 Washington, DC 20024  
 Attn: Nicholas Stefanelli  
 Phone: (202) 207-6301  
 e-mail: [nicholas@masseria-de.com](mailto:nicholas@masseria-de.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) 554-1795  
 e-mail: [office@ANC6D.org](mailto: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:	
Chair, ANC6D		Creative Food Group LLC t/a Officina	
<i>Meredith Fascett</i>	<i>4/20/18</i>	<i>[Signature]</i>	<i>4/20/18</i>
Meredith Fascett, SMD07	Date	By: Nicholas Stefanelli, Member	Date
Chair, ABC Committee, ANC6D			
<i>Coralie Furler</i>	<i>4/20/18</i>		
Coralie Furler	Date		



4/20/2018

**Exhibit A**  
**Officina CR First Floor Summer Garden**

