

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

In the Matter of:

Glass House Coffee, LLC
t/a Glass House Coffee

Applicant for a New
Retailer's Class CT License

at premises
1333 14th Street, N.W.
Washington, D.C. 20005

Case No. 13-PRO-00148
License No. ABRA-093244
Order No. 2013-611

Glass House Coffee, LLC, t/a Glass House Coffee (Applicant)

Matt Raymond, Chairperson, Advisory Neighborhood Commission (ANC) 2F

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Mike Silverstein, Member

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF PROTEST OF ANC 2F**

The Application filed by Glass House Coffee, LLC, t/a Glass House Coffee, for a new Retailer's Class CT license, located at 1333 14th Street, N.W., Washington, D.C., having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on November 18, 2013, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 2F have entered into a Settlement Agreement (Agreement), dated November 12, 2013, 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 Matt Raymond, on behalf of ANC 2F, are signatories to the Agreement.

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

Accordingly, it is this 18th day of December, 2013, **ORDERED** that:

1. The Application filed by Glass House Coffee, LLC, t/a Glass House Coffee, for a new Retailer's Class CT License, located at 1333 14th Street, N.W., 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 The Protest of ANC 2F in this matter is hereby **WITHDRAWN**;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, except for the following modifications:

Section 3 (Hours of Operation) – The following sentence shall be modified to read as follows: “*Applicant agrees to amend this Settlement Agreement to reflect hours of 11:00 pm on weekdays if adjacent residents complain to the Applicant and/or ANC about unreasonable noise after 11:00 pm. Applicant will be afforded an opportunity to cure the unreasonable noise complaint pursuant to Section 19 of this Settlement Agreement prior to amendment.”

Section 7 (Summer Garden) – The following sentence shall be removed: “Any increase in such seating shall require approval of the District of Columbia Public Space Committee, after notice and opportunity for comment by the ANC, and approval by the ABC Board.”

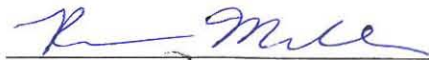
Section 19 (Notice and Opportunity to Cure) – The third sentence shall be modified to read as follows: “If Applicant fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30 days to cure, fails to commence cure of such breach and diligently pursue such cure), such failure shall constitute a cause for the ANC to file a complaint with the ABC Board, pursuant to D.C. Official Code § 25-446(e).”

The parties have agreed to these modifications.

4. Copies of this Order shall be sent to the Applicant and ANC 2F.

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District of Columbia
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



Donald Brooks, Member



Mike Silverstein, Member

Pursuant to D.C. Official Code § 25-433, 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, 500 Indiana Avenue, N.W., Washington, D.C. 20001. However, the timely filing of a Motion for Reconsideration pursuant to D.C. Official Code § 25-433, 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).

VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT ("Agreement") is made on this 12th day of November, 2013, by and between Glass House Coffee, LLC ("Applicant") and Advisory Neighborhood Commission 2F ("ANC 2F").

RECITALS

(a) Applicant has applied for a Retailer Class C-T License (the "License") for a business establishment ("Establishment") located at 1333 14th St, NW, Washington, D.C. (the "Premises") ; and,

(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; and,

(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 coffee shop that also serves beer, liquor, and wine. Any change from this model shall require prior approval by the ABC Board.
3. Hours of Operation. Applicant's hours will not exceed the following:

4.

	Operation	Service	Summer Garden Operation	Summer Garden Service	Sidewalk Operation	Sidewalk Service	Entertain- ment
Sunday	6am-1am	8am-1am	7am-11pm	8am-11pm	6am-12am	8am-12am	N/A
Monday	6am-1am	8am-1am	6am-11pm	8am-11pm	6am-12am	8am-12am	N/A
Tuesday	6am-1am	8am-1am	6am-11pm	8am-11pm	6am-12am	8am-12am	N/A
Wednesday	6am-1am	8am-1am	6am-11pm	8am-11pm	6am-12am	8am-12am	N/A
Thursday	6am-2am	8am-2am	6am-12am*	8am-12am*	6am-1am	8am-1am	N/A
Friday	6am-2am	8am-2am	6am-12am	8am-12am	6am-1am	8am-1am	N/A
Saturday	6am-2am	8am-2am	7am-12am	8am-12am	6am-1am	8am-1am	N/A
Day before Federal holiday	6am-2am	8am-2am	6am-12am	8am-12am	6am-1am	8am-1am	N/A

*Applicant agrees to reduce these hours to 11pm if adjacent residents complain to the applicant and/or ANC about unreasonable noise after 11pm due to the weekday evening.

It is understood that upon expiration of the above hours of operation, no patron may remain on the Premises (interior or exterior, as the case may be).

Provided, however, that (a) on 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); (b) in the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours for specific occasions, such as, Inauguration or World Cup, applicant may avail itself of such

extended hours; and (c) on January 1 of each year Applicant may operate indoor space until 3:00 a.m.

5. Occupancy. The Establishment's interior seating and occupancy shall not exceed the lesser of the maximum capacity allowed for the building by the District of Columbia or 160 seating and 160 occupancy. Applicant shall post its Certificate of Occupancy in a prominent location within the Establishment.

6. Sidewalk Café. The Applicant may have outside seating in accordance with a sidewalk café endorsement to its ABC license and a duly-issued public space permit, and may serve alcoholic beverages to seated patrons in such area, provided, the total capacity for such sidewalk café shall not exceed 20 seats. Any increase in such seating shall require approval of the District of Columbia Public Space Committee, after notice and opportunity for comment by the ANC, and approval by the ABC Board. Applicant shall not serve alcoholic beverages on its sidewalk café later than thirty (30) minutes prior to the hour of termination of operation of said sidewalk café, as specified in Section 3, above. Applicant will inspect the sidewalk cafe regularly for compliance.

7. Summer Garden. The Applicant may have outside seating in accordance with a summer garden endorsement to its ABC license, and may serve alcoholic beverages to seated patrons in such area provided that the total capacity for such summer garden shall not exceed **40** seats. Any increase in such seating shall require approval of the District of Columbia Public Space Committee, after notice and opportunity for comment by the ANC, and approval by the ABC Board. Seated patrons may be served in the summer garden area only during the "Hours of Service" noted in Section 3 and the summer garden will operate only during the "Hours of

Operation” noted in Section 3 and otherwise be free of patrons. Applicant will inspect the summer garden regularly for compliance.

8. Noise. Applicant shall adhere to DC 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 and commercial properties from emanation of noise or vibration from the Establishment, including from patrons at, entering, or exiting the establishment. Applicant will present only recorded background music indoors and in the summer garden, so long as the noise emanated complies with applicable DC laws and regulations and does not disturb residents of surrounding residential properties. Applicant agrees to work amicably with neighbors to adjust volume or the hours the background music is in use if disturbance occurs.

9. Public Space and Trash. Applicant shall keep the sidewalk (up to and including the curb), tree boxes and alley free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas daily for refuse and other materials. 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 keep the containers closed and sealed at all times when waste is not being disposed. Applicant further agrees to hold all recyclable materials and perishable food waste within the building until the morning of the scheduled pick-up. 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. Applicant is encouraged to voluntarily enter into cooperative agreements with adjacent food and beverage establishments to

share modern rodent-proof trash and recycling compactors/containers. Applicant shall not install exterior public pay phones.

10. Rat and Vermin Control. Applicant will use 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.

11. 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.

12. Complaint Log. The Establishment's website will prominently feature the name and contact information for an individual to which any comments about the operation of Establishment may be addressed. The Applicant shall maintain a log for every complaint lodged with the Establishment for any issue relating to this Agreement, including, but not limited to, complaints of noise, parking congestion, traffic congestion, security, trash, rodents, and/or operating hours. The log shall include, for each separate complaint, to the extent provided by any such complainant, the name of the complainant, the date of the complaint, any contact information provided by the complainant, the nature of the complaint, and the response taken by the Applicant or the Establishment. Every complaint shall be kept on file in the complaint log for a minimum of three years from the date on which the complaint was made. Applicant shall make the complaint log available to the Board for inspection and copying upon reasonable advance request.

13. 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.

14. Compliance with ABRA Regulations. Applicant shall abide by applicable Alcoholic Beverage Administration (ABRA) regulations regarding ownership of the License.

15. Participation in the Community. Applicant is encouraged to send a representative from time to time to ANC 2F meetings. ANC 2F meetings occur on the first Wednesday of each month at 7:00 p.m. at the Washington Plaza Hotel, 10 Thomas Circle, NW, Washington, DC 20005, except as may be specified on www.ANC2F.org.

16. License Ownership. Applicant agrees not to transfer or sell the license to any other entity before obtaining approval from the Alcohol Beverage Control Board. Applicant agrees to specifically notify any prospective transferee, assignee, or contractee of the existence of this Agreement and to provide them with a copy.

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

18. 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.

19. 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 thirty (30) days from the receipt of notice to cure the alleged breach (or if the breach shall relate to excessive noise or disturbance, 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 thirty (30) days to cure, efforts to cure the breach have not been commenced—failure shall

constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-447. In the case of a continuing violation (defined as a violation incurred more than once in a calendar year), 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: Glass House Coffee, LLC
 1333 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: Matt Raymond

Matt Raymond, Chair

Date: 12/6/2013

APPLICANT

By: Mark Ryan Fleming

Mark Ryan Fleming

Date: 11-12-13