

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

In the Matter of:)	
)	
Glass House Coffee Two, LLC)	
t/a Slipstream)	
)	
Applicant for a New)	License No.: ABRA-103930
Retailer's Class CT License)	Order No.: 2016-523
)	
at premises)	
82 I Street, S.E.)	
Washington, D.C. 20003)	
)	

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

Andy Litsky and Dr. Coralie Farlee, Advisory Neighborhood Commission (ANC) 6D

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
Ruthanne Miller, Member
James Short, Member

ORDER ON COOPERTIVE AGREEMENT

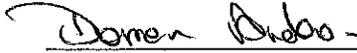
The official records of the Alcoholic Beverage Control Board (Board) reflect that Glass House Coffee Two, LLC, t/a Slipstream, Applicant for a new Retailer's Class CT License, located at 82 I Street, S.E., Washington, D.C., and ANC 6D have entered into a Cooperative Agreement (Agreement), dated September 12, 2016, 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 Andy Litsky and Dr. Coralie Farlee, on behalf of ANC 6D, are signatories to the Agreement.

Accordingly, it is this 21st day of September, 2016, **ORDERED** that:

1. The above-referenced Cooperative Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
2. Copies of this Order shall be sent to the Applicant and ANC 6D.

District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson



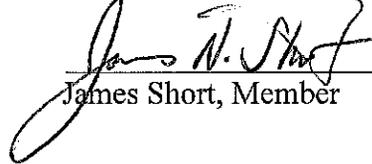
Nick Alberti, Member



Mike Silverstein, Member



Ruthanne Miller, Member



James Short, 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).

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

ALCOHOLIC BEVERAGE
REGULATION ADMIN
11014th Street SW, Suite W130, Washington, DC 20024
ANC Office: 202 554-1795 FAX: 202 554-1774
office@anc6d.org
2016 SEP 13 A 10:30

ABRA

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement") is made on this 12th day of September 2016 by and between Glass House Coffee Two, LLC t/a Slipstream ("Applicant"), at 82 I Street, SE, Washington, DC 20003, ABRA License # 103930 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.

WITNESSETH

WHEREAS, Applicant has applied for a License Class CT for a business establishment ("Establishment") serving pastry and small plates in indoor space with no summer garden, sidewalk café, or entertainment endorsement, located at 82I Street, SE, Washington, DC 20003 ("Premises"); and

WHEREAS, the Applicant agrees to work 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, in lieu of a protest filing by the ANC, the Parties are desirous of entering into a Cooperative 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, all parties believe that the statements and provisions contained in this agreement are reasonable and shall become wholly integrated into the day-to-day operation of the Establishment. 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; 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 an Establishment serving spirits, wine, and beer, coffee and tea and offering a small plates and assorted pastries. The Establishment will have a total occupancy load of 99 patrons. There may be prerecorded music in the interior space. Establishment shall not participate in pub crawls. There shall be no Entertainment endorsement.
3. ***Hours of Operation and Sales.***
The Applicant's hours of **operation and selling, serving, and consuming alcohol in the indoor space** shall be as follows:
Sunday through Thursday: 6:00 a.m.- 12:00 a.m.,
Friday and Saturday: 6:00 a.m. – 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 Establishment on the first floor of the building. Occupancy by patrons shall be limited to the first floor of the interior of the Premises. The Certificate of Occupancy will state the seating and occupant load; however, the Establishment shall not exceed a total occupancy of 99 patrons.
5. ***Parking Arrangements.*** 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. The Applicant shall notify patrons (through a website or other means) that there is limited parking in the vicinity and shall recommend the use of public transportation.
6. ***Noise and Privacy.*** Applicant shall strictly comply with D.C. Official Code § 25-725.

Applicant shall inform its patrons by signage upon exiting the Establishment to be respectful of the residential neighborhoods.

Applicant shall receive all deliveries of food, beverages, and supplies during hours between 7:00 a.m. and 7:00 p.m. Mondays to Saturdays. No deliveries excepting fresh bread products, fresh produce, and seafood shall be accepted on Sundays.

7. **Public Space and Trash.** The Applicant shall participate in the building's trash removal and storage program. Trash and dumpster areas maintained by the Applicant shall be kept clean. The Applicant shall enclose its dumpsters and keep dumpster lids tightly closed, in order to limit odors and help control pest and rodent population. Applicant shall ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and so that no garbage is placed on the abutting property. Applicant will provide for the proper (recyclable) removal of grease and oils and will not deposit these substances for removal in dumpsters or trash cans. Applicant will contract for regular rodent and pest (insect) abatement. Applicant shall have the Establishment and the immediate area around the Establishment properly cleaned at the end of each night to ensure that there are not garbage and odors present the following morning.

8. **Security Cooperation in Stemming Illegal Drugs and Public Drinking.** Applicant shall take reasonable steps to minimize problems of illegal drug useage and transactions and public drinking within or in the immediate area outside of the Establishment, and agree to maintain contact and cooperate with MPD and other enforcement officials when such activities occur. Applicant shall take commercially reasonable actions to discourage loitering in the vicinity of the Establishment.

Applicant shall have recording cameras which cover the areas where alcoholic beverages are served. In accordance with D.C. Official Code § 25-402(d)(3)(G), the establishment shall: (a) Ensure the cameras are operational; (b) Maintain footage for a minimum of 30 days; and (c) Make the security footage available within 48 hours upon the request of ABRA or the Metropolitan Police Department.

9. **License Ownership and Compliance with ABRA Regulations.** Applicant 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 agrees to seek 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: Glass House Coffee Two, LLC t/a Slipstream
82 I Street, SE
Washington, DC 20003
Attn: M. Ryan Fleming, Managing Member
Phone: 917-843-5042; e-mail: ryan@slipstreamdc.com

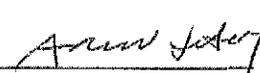
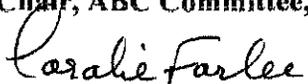
If to Protestant: Advisory Neighborhood Commission 6D
1101 4th Street, SW, Suite W130
Washington, DC 20024
Attn: Chair, ANC
Phone: (202) 202 554-1795
Fax (202) 202 554-1774
e-mail: office@ANC6D.org

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:

<p>Chair, ANC6D</p> <p> Andy Litsky, SMD04</p> <p style="text-align: right;">9/12/16 Date</p>	<p>Glass House Coffee Two, LLC t/a Slipstream</p> <p>By:  M. Ryan Fleming, Managing Member</p> <p style="text-align: right;">9-12-16 Date</p>
<p>Chair, ABC Committee, ANC6D</p> <p> Coralie Farlee</p> <p style="text-align: right;">9/12/16 Date</p> <p>cfarlee@mindspring.com</p>	