

This Agreement constitutes a withdrawal of the Protest filed by ANC 6C.

Accordingly, it is this 9th day of March, 2016, **ORDERED** that:

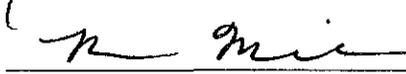
1. The Application filed by Edgy Craft, LLC, t/a Craft Beer Cellar DC, for a new Retailer's Class A License, located at 301 H Street, N.E., Washington, D.C., is **GRANTED**;
2. The Protests of ANC 6C in this matter is hereby **WITHDRAWN**;
3. The above-referenced Settlement Agreement submitted by the 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 Applicant and ANC 6C.

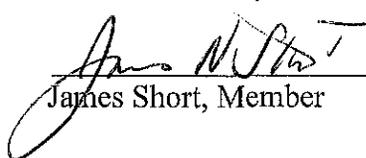
District of Columbia
Alcoholic Beverage Control Board


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).

THIS AGREEMENT is made and entered into as of this 8th day of March 2016 by and between Edgy Crafts, LLC doing business as Craft Beer Cellar DC (hereinafter the "Applicant") and Advisory Neighborhood Commission 6C (hereinafter the "Protestant").

WHEREAS, Applicant having filed an application with the District of Columbia Alcoholic Beverage Control Board (hereinafter "ABC Board") for a Retailer's Class A license for premises 301 H Street, N.E., Washington, D.C., and

WHEREAS, in recognition of the ABC Board's policy of encouraging parties to a protested proceeding to settle their differences by negotiating agreements, the parties hereto being desirous of entering into an agreement whereby, subject to approval of the ABC Board, Applicant will agree to adopt certain measures to address the Protestant's concerns and Protestant will agree to the issuance of the ABC License and withdraw its Protest,

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

- 1. Deliveries:** To maintain the peace, order, and quiet of the surrounding neighborhood, Applicant shall receive all deliveries of food, beverages, and supplies during hours between 9:00 a.m. and 5:00 p.m. Monday-Saturday. No deliveries shall be made by vehicles parked or standing on H St. NE, unless in a legally designated loading zone.
- 2. Trash Pick-Up and Removal:** Applicant will encourage its landlord to maintain regular trash/garbage removal service only during the hours from 9:00 a.m. to 5:00 p.m. Monday-Saturday. Applicant will contract for regular rodent and pest abatement. Applicant will not dispose of glass bottles after 10:00 p.m.
- 3. Maintenance of Property:** Applicant will be responsible for clearing snow from the sidewalk adjacent to the premises within six (6) daylight hours after snowfall ends, or, in the event of a declared state of emergency, within six (6) daylight hours after the state of emergency is lifted.
- 4. Withdrawal of Protest:** Protestant agrees to the issuance of the license and the withdrawal of its protest upon execution of this Agreement, if this Settlement Agreement is incorporated into all ABC Board orders issuing, amending, or renewing the license, which order is thereby conditioned upon compliance with such Settlement Agreement.
- 5. Right to Seek Redress:** The parties agree that the Applicant will be given written notice of any alleged violation of this Agreement and will be afforded ten (10) days in which to investigate and respond to any complaint. The parties agree that if any complaint of violation of this Agreement is not resolved, then any failure of the Applicant to adhere to the foregoing commitments will

constitute a breach of this agreement and grounds for the Protestant to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(e) to enforce the provisions of the Agreement.

IN WITNESS WHEREOF, the Parties place their signatures to this agreement, this 8th day of March, 2016.

Applicant:

Edgy Crafts, LLC

Erica D Goedrich

By: ERICA D. GOEDRICH
MANAGING MEMBER

Advisory Neighborhood Commission 6C



By: Mark Eckenwiler
Commissioner, ANC 6C04