

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

In the Matter of:)
)
Glen's Shaw, LLC)
t/a Glen's Garden Market)
)
Applicant for a New)
Retailer's Class B License)
and a New Retailer's DR License)
)
at premises)
1924 8th Street, N.W.)
Washington, D.C. 20001)
)

License Nos. ABRA-100252
ABRA-100251
Order No. 2015-579

Glen's Shaw, LLC, t/a Glen's Garden Market (Applicant)

James Turner, Chairperson, Advisory Neighborhood Commission (ANC) 1B

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

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Glen's Shaw, LLC, t/a Glen's Garden Market, Applicant for a new Retailer's Class B License and for a New Retailer's Class DR License, located at 1924 8th Street, N.W., Washington, D.C., and ANC 1B have entered into a Settlement Agreement (Agreement), dated November 18, 2015, 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 James Turner and Commissioner Ellen Sullivan, on behalf of ANC 1B, are signatories to the Agreement.

Accordingly, it is this 2nd day of December, 2015, **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 modifications:

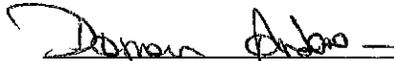
Section J (Modification of Settlement Agreement) – This Section shall be modified to read as follows: “This agreement can only be modified by 1) the Board, 2) mutual agreement of the parties, or 3) as otherwise permitted by law.”

Section K (Binding Effect) – This Section shall be modified to read as follows: “This Voluntary Agreement shall be binding upon and enforceable during the term of the license to which this Voluntary Agreement applies.”

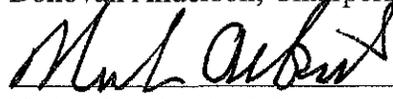
The parties have agreed to these modifications.

2. Copies of this Order shall be sent to the Applicant and ANC 1B.

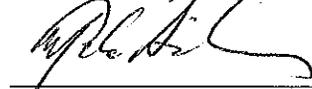
District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson



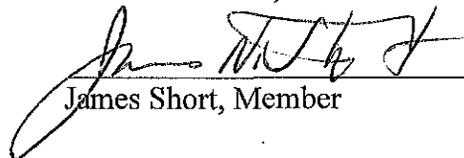
Nick Alberti, Member



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).

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Voluntary Agreement Concerning Issuance of License 100252
to Glen's Garden Market, 1924 8th St. NW Washington, DC 20001

NOV 20 P 3 21

THIS AGREEMENT made and entered into Nov. 18, 2015 by and between Glen's Garden Market (Applicant) and ANC1B (Protestant) witnesses.

ABRA

Whereas Applicant has filed applications 100251 and 100252 with the District of Columbia Alcoholic Beverage Control Board (ABC Board) for new class CB and CD licenses for premises to be known as Glen's Garden Market, and to be located at 1924 8th St. NW Washington, DC 20001 (premises).

Whereas Protestant has concerns opposing the granting of this application;

Whereas in recognition of the ABC Board's policy of encouraging parties to a potentially contested proceeding to settle their differences by reaching voluntary agreements, by their signatures below, the parties hereto desire to enter into a voluntary agreement whereby (1) Applicant will agree to adopt certain measures to address Protestant's concerns and to include this agreement as a formal condition of its application, and (2) Protestant will agree to the issuance of the new license provided that such an agreement is incorporated into the ABC Board's order issuing the license, which license is conditioned upon compliance with this agreement;

Whereas Applicant has recently taken or intends to take certain measures designed to ameliorate Protestant's concerns;

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

A. NOISE. Applicant acknowledges familiarity with and will comply with noise-control provisions of the District of Columbia law and regulations, including preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with DCMR 905. Applicant will regularly monitor to assure no impact on nearby residents. The rear door will remain closed except to allow entrance to and exit from the building.

Sidewalk Cafe Area: Applicant will ensure that no temporary or permanent speakers will be present on or in the sidewalk cafe to include electronic devices used by patrons as speakers to play music during their entire visit in the sidewalk cafe. Once Applicant realizes that patrons are using their phone to play such amplified music, the Applicant shall notify patron that they must turn off the cell phone for such use or exit the Sidewalk Cafe. Applicant agrees not to have any live or recorded music or entertainment on or in the sidewalk cafe. Applicant agrees to post signage notifying patrons that the business is located in a residential area and request patrons to be respectful. Applicant agrees to furnish the sidewalk cafe with chairs, benches, and tabletops that will help to mitigate noise.

The Applicant agrees to restrict all events to those run by the restaurant and will not contract the restaurant for any special events to be operated by an outside contractor.

B. FOOD AND ALCOHOL SERVICE. The establishment's hours of operation shall be as follows:

Day	Hours of Class B Sales (for onsite consumption inside and in the sidewalk cafe) *	Hours of Class D Sales (Grocery)	Hours of Operation Inside
Monday	10:00AM to 10:00PM	7:00AM to 10:00PM	7:00AM to 10:00PM
Tuesday	10:00AM to 10:00PM	7:00AM to 10:00PM	7:00AM to 10:00PM
Wednesday	10:00AM to 10:00PM	7:00AM to 10:00PM	7:00AM to 10:00PM
Thursday	10:00AM to 10:00PM	7:00AM to 10:00PM	7:00AM to 10:00PM
Friday	10:00AM to 10:00PM	7:00AM to 10:00PM	7:00AM to 10:00PM
Saturday	10:00AM to 10:00PM	7:00AM to 10:00PM	7:00AM to 10:00PM
Sunday	10:00AM to 10:00PM	7:00AM to 10:00PM	7:00AM to 10:00PM

*The hours of operation for the sidewalk cafe will be the same as the hours listed above for Class B sales.

C. TRASH/GARBAGE/RODENTS. Applicant shall work with building management to:

- Maintain trash/garbage removal service at least three times weekly and see that the trash and dumpster area remains clean.
- To properly maintain trash dumpster(s) so that they close properly and do not leak.
- To only use rodent-proof dumpsters and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed.
- To request that its trash and recycling contractors pick up trash and materials no earlier than 9:00 AM and no later than 5:00 PM or as per agreements with JBG (the Landlord).

Applicant will make every reasonable effort to eliminate accessible food sources for rodents and eliminate the rat population. Applicant will have professional extermination services or provide them as needed. Applicant will provide for the proper removal of grease and fatty oils from the establishment. No recyclables will be dumped outside of the building between 10:00 PM and 9:00 AM (this does not refer to the enclosed trash room for the building).

Sidewalk Cafe Bussing: Applicant agrees that removal of trash, recycling, glassware, and dishware from the sidewalk cafe area shall be done in a manner that mitigates ambient noise; to include, but not limited to, no trash and recycling receptacles in the sidewalk cafe.

D. CAPACITY & SIDEWALK CAFE SEATING. Applicant shall at all times adhere to its occupancy limit as specified in its Certificate of Occupancy Permit, which shall remain posted in public view at all times. Applicant shall post a conspicuous sign at each exit advising patrons of the residential neighborhood and the necessity of quiet departure. Applicant agrees to restrict the total sidewalk cafe capacity to 40 people. Tables and chairs shall be located within the sidewalk

café area during all hours of operation and the sidewalk café area shall be operated for the service of seated patrons (please note the specific vendor use during special events exception below). At no time, including during the special exception below, shall tables and chairs be cleared so as to use the sidewalk café area as a standing cocktail area.

Special event exception for the sidewalk cafe space: The establishment may host up to 15 special events per calendar year where the tables and chairs are cleared from the sidewalk cafe space and the space is used by vendors and patrons. These special events will be operated by the establishment and will be public events geared toward the community.

E. SMOKING. Applicant agrees to maintain the sidewalk cafe as a non-smoking outdoor space.

F. PARKING. Applicant will encourage transit use, and will encourage patrons to use nearby public parking facilities rather than parking on residential streets via signage and the website.

G. SIGNAGE/PUBLICITY. Applicant shall emphasize food over alcoholic beverages in their total use of advertisements and signs.

H. NOTICE AND OPPORTUNITY TO CURE. In the event that any of the parties are in breach of this Agreement, each such party 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 (30) days of the date of such notice. If Applicant or the licensee fails to cure within the thirty day period (or, with respect to a breach which reasonably requires more than thirty days to cure, fails to commence cure of such breach and diligently pursues such cure) such failure shall constitute for filing a complaint with ABRA. Unless otherwise noted above, any notice required to be made under this Agreement shall be in writing 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.

I. MODIFICATION OF SETTLEMENT AGREEMENT. This agreement can be modified only by mutual agreement of the parties with the approval of the ABC Board for acceptance and enforcement or by the ABC Board.

J. BINDING EFFECT. This Voluntary Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant during the term of the license to which this Voluntary Agreement applies.

If to Applicant:
Danielle Vogel
1924 8th St. NW
Washington, DC 20001

If to Protestants:
ANC1B, Attn: Ellen Sullivan, ANC 1B02, Frank D. Reeves Municipal Center, 2000 14th St.,
NW, Suite 100B, Washington, DC 20009, 1b02@anc.dc.gov

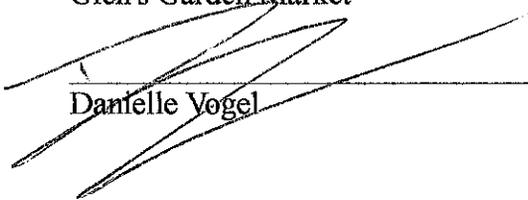
Wherefore, by the signing of the representatives of Applicant and Protestant, Applicant hereby agrees to aforementioned covenants and Protestants agrees to the issuance of the Class CR license to Applicant, and withdraws its protest, provided that this agreement is incorporated into the ABC Board's order issuing a Class CR license, the issuance of which is conditioned upon compliance with the Voluntary Agreement.

SIGNATURE BLOCKS

Accordingly, on this ___ day of _____ 2015 it is ordered that the Voluntary Agreement between Applicant and Protestant is incorporated into the ABC Board's order issuing Applicant an amended Class CR license.

Applicant:

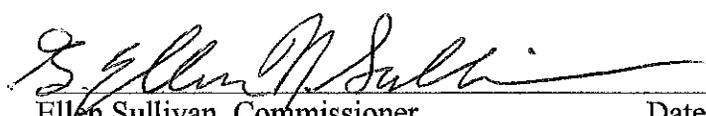
Glen's Garden Market



Danielle Vogel Date 11/18/15

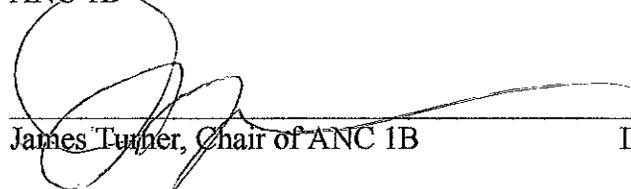
Protestants:

ANC 1B02



Ellen Sullivan, Commissioner Date 11/18/15

ANC 1B



James Turner, Chair of ANC 1B Date 11/19/15