

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE AND CANNABIS BOARD**

In the Matter of:

B.A.R., LLC
t/a Bloom

Applicant for a New
Retailer's Class CT License

at premises
1402 H Street, NE
Washington, D.C. 20002

License No.: ABRA-125601
Order No.: 2023-532

B.A.R., LLC, t/a Bloom, Applicant

Erin Sullivan, on behalf of Advisory Neighborhood Commission (ANC) 6A ABL Committee

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Bobby Cato, Member
Jeni Hansen, Member
Edward S. Grandis, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that B.A.R., LLC, t/a Bloom (Applicant), Applicant for a new Retailer's Class CT License and ANC 6A have entered into a Settlement Agreement (Agreement), dated October 13, 2023, that governs the operations 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 Erin Sullivan, on behalf of ANC 6A, are signatories to the Agreement.

Accordingly, it is this 25th day of October 2023, **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:

Subsection 3(e) (Music/Dancing/Entertainment) – This Subsection shall be removed.

The parties have agreed to this modification.

2. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage and Cannabis Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: ac43c180e80d57094273002021c1cc28

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 547ae3733220dc6c8d153328d2340e1

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 286d3f1ad7b168d7f4b73bd7917d20e1

Bobby Cato, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 8217291f5506447431b5c9e2a486d

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5027bda7f1f0040ec14adeb52541ce5

Edward S. Grandis, 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 and Cannabis Administration, 2000 14th Street, N.W., Suite 400S, Washington, DC 20009.

Also, pursuant to section II 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).

Made this 13th day of October, 2023

by and between

B.A.R. LLC t/a Bloom (ABRA-125601)

1402 H Street, NE, Suite C-1
Washington, DC 20002

and

Advisory Neighborhood Commission 6A

Preamble

Through this Agreement, both parties aim to create an environment whereby Applicant may operate as a viable contributing business in the ANC 6A community, while concurrently curtailing any adverse effects a business such as Applicant's could have on the surrounding neighborhood.

Applicant is encouraged to work regularly with ANC 6A, neighborhood associations, and residents to ensure the business operations do not adversely affect the surrounding neighborhood. All parties believe the statements and provisions contained in this Agreement are reasonable and must become wholly integrated into the day-to-day operation of the establishment.

Witnesseth

Whereas, Applicant's premises is within the boundaries of ANC 6A; and,

Whereas, the parties desire to enter into an agreement governing certain requirements and understandings regarding the issuance of a Class CT Liquor License at the subject premises; and,

Whereas the parties wish to state their mutual intention and commitment to promote the success, peace, order, quiet, and equity of the community. Both parties recognize the importance of commercial districts (and limited commercial operations within residential districts) and their adjacent neighborhoods that are safe, clean, and "pedestrian friendly."

The Parties Agree As Follows:

1. **Public Space Cleanliness and Maintenance.** Applicant will maintain the public space (minimally the front sidewalk up to and including the gutter in front of the subject premises, and the alleyway behind the subject premises) adjacent to the establishment in a clean and litter-free condition by:
 - a. Picking up trash and recycling, including beverage bottles and cans, and all other trash a minimum of twice daily (once immediately before business hours and after closing.).
 - b. Maintaining regular trash, garbage, and recycling removal service, regularly removing trash and recycling from the trash and dumpster area, and seeing that the trash and dumpster area remain clean.
 - c. Depositing trash, garbage, and recycling only in authorized rodent-proof dumpsters, and seeing that dumpster covers fit properly and remain fully closed except when trash, recycling, or garbage is being added or removed.
 - d. Exercising due diligence to prevent and/or rid vermin infestation in and around the establishment, including following, minimally, the recommendations and guidelines of the Vector Control Division of the Department of Public Works.
 - e. Assisting in maintenance of the curbs in front of the establishment to keep them free of trash and

Settlement Agreement between Bloom and ANC6A

recycling, removing snow and ice from the sidewalk, and complying with all applicable D.C. laws and regulation in these respects.

- f. Generally tending to tree boxes directly in front of the subject premises, if any.
- g. Requiring the owner and employees not to park on public space between the building and the curb.
- h. Not locating trash bins, chairs, tables, or other equipment on public space without a valid space permit.

2. Business Operations and Practices.

- a. Applicant agrees to take all necessary steps to prevent patron rowdiness, including refusing admission/service to rowdy and/or unruly persons.
- b. Applicant will not knowingly permit patrons to bring an open container of an alcoholic beverage into the establishment from outside sources or exit the establishment with an open container of an alcoholic beverage.
- c. Applicant agrees not to promote or participate in bar or pub "crawls" unless the event has been reviewed and approved by the ABC Board.
- d. Applicant, and all employees that are designated to serve alcoholic beverages, shall attend and complete an alcoholic beverage server training course/seminar.
- e. Applicant shall make every commercially reasonable effort to prohibit and prevent criminal activity on or in front of the establishment premises, to include:
 - i. Calling appropriate emergency services if illegal activity is observed;
 - ii. Keeping a written record of dates and times (a "call log") when the establishment calls emergency services for assistance ; and
 - iii. Applicant will maintain a detailed incident log. An incident is defined as any activity by patrons of the establishment that lead to acts of violence or damage to property. Each incident will contain the date, time, and location of each incident with a concise summary. Guests and staff involved or witnesses of the incident will be identified and listed. If there is a medical or police response, that information will also be noted.
- f. Upon request of the Board, Applicant's call log and incident log shall be provided to the Board.

3. Music / Dancing / Entertainment.

- a. Applicant agrees to ensure that sounds originating from within the establishment are mitigated by installing adequate soundproofing.
- b. No sound, noise, music emanating from the licensed establishment shall be of such intensity that it may be heard in any premises other than the licensed establishment. Applicant will comply with all provisions of DC Official Code 25-725. This restriction does not apply to: (1) sound, noise, music, or voices heard in any premises which are located within a C-1, C-2, C-3, C-4, C-M, or M zone, as defined in the zoning regulations for the District, and (2) sound, noise, music, occasioned by the normal opening of entrance and exit doors for the purpose of ingress and egress.
- c. In order to mitigate noise on a sidewalk café or summer garden the following steps will be taken:
 - i. Applicant shall not offer any type of entertainment or pre-recorded music on the summer garden and/or sidewalk café;
 - ii. A fence or other barrier will enclose the entire perimeter;
 - iii. Staff will monitor the outdoor area to make sure guests do not raise their voices above normal speaking tones; and
 - iv. Noise mitigation techniques will be incorporated into the decor.
- d. The hours of operation for a sidewalk café and/or summer garden are limited until 11:00 pm Sunday through Thursday evenings and 12:00 am on Friday and Saturday evenings. The sale and consumption of alcoholic beverages must end at that time and the patio must be cleared of all patrons and staff.

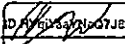
- e. All CT license holders with an entertainment endorsement must have an ABRA-accepted security plan in place.
4. **Cooperation with ANC 6A.** Applicant is encouraged to work with ANC 6A, the Single Member District (SMD) ANC Commissioner within whose boundaries the establishment is located, the Chair of the ABL Committee, and other Commissioners whose SMDs are adjacent to the location of the establishment to address concerns arising from violations of this agreement.
5. **Miscellaneous.**
- a. Applicant will operate in compliance with all applicable DC laws and regulations. Any reference to specific laws and regulations in this Settlement Agreement is meant for informational purposes only. ANC 6A does not intend for a violation of any DC law or regulation to also be considered a violation of this Settlement Agreement.
 - b. If any provision of this agreement, or any portion thereof, is held to be invalid or unenforceable, the remainder of the agreement shall nevertheless remain in full force and effect.
6. **Enforcement.**
- a. If any party hereto believes in good faith that the applicant is in violation of this agreement, written notice specifying the alleged violation shall be delivered to the applicant. The applicant shall have ten (10) days after receipt of such written notice to come into compliance with this agreement or respond to said alleged notice of default. In cases where the defaulting Party reasonably requires more than ten (10) days to come into compliance, the defaulting Party shall, within ten (10) days, make substantial efforts toward compliance and pursue those efforts until the default is corrected.
 - b. Applicant and the ANC 6A Commission agree to enter into this agreement. If the applicant should breach the conditions of this agreement and fail to come into compliance or make substantial efforts toward compliance as provided by Section 7(a) of this agreement, it is understood by all parties that the ANC 6A and/or its committees, or others may immediately petition the Alcohol Beverage Regulatory Administration (ABRA) to investigate violations of this agreement and take appropriate actions per 23 D.C.M.R.

In Witness Whereof

The parties have affixed hereto their hands and seals.

Applicant:

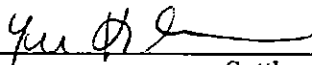
By: Cassandra Womack _____ Date: 10/17/23

Signature:  _____
ID: FV6V58RJG7JEDWAPCGvIXI

Advisory Neighborhood Commission 6A Representative:

By: Erin Sullivan _____ Date: _____

10-20-23

Signature:  _____
Settlement Agreement between Bloom and ANC6A