

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

|                             |   |                          |
|-----------------------------|---|--------------------------|
| <hr/>                       |   |                          |
| <b>In the Matter of:</b>    | ) |                          |
|                             | ) |                          |
| Artfarm DC, Inc.            | ) |                          |
| t/a Fish Shop DC            | ) |                          |
|                             | ) | Case No.: 24-PRO-00082   |
| Applicant for a New         | ) | License No.: ABRA-128628 |
| Retailer's Class CR License | ) | Order No.: 2024-642      |
|                             | ) |                          |
| at premises                 | ) |                          |
| 610 Water Street, SW        | ) |                          |
| Washington, D.C. 20024      | ) |                          |
| <hr/>                       | ) |                          |

Artfarm DC, Inc., t/a Fish Shop DC, Applicant

Cameron Mixon, Counsel, on behalf of the Applicant

Fredrica Kramer, Chairperson, Advisory Neighborhood Commission (ANC) 6D, Protestant

**BEFORE:** Donovan Anderson, Chairperson  
James Short, Member  
Silas Grant, Jr., Member  
Teri Janine Quinn, Member

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**ORDER ON SETTLEMENT AGREEMENT AND  
WITHDRAWAL OF ANC 6D'S PROTEST**

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The Application filed by Artfarm DC, Inc., t/a Fish Shop DC (Applicant), for a new Retailer's Class CR License, having been protested, came before the Alcoholic Beverage and Cannabis Board (Board) for a Roll Call Hearing on August 12, 2024, and a Protest Status Hearing on September 18, 2024, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that the Applicant and ANC 6D have entered into a Settlement Agreement (Agreement), dated October 16, 2024, 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 Chairperson Fredrica Kramer, on behalf of ANC 6D, are signatories to the Agreement.

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

Accordingly, it is this 23rd day of October 2024, **ORDERED** that:

1. The Application filed by Artfarm DC, Inc., t/a Fish Shop DC, for a New Retailer's Class CR License, located at 610 Water Street, SW, Washington, D.C., is **GRANTED**;
2. The Protests of ANC 6D 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 2 (Nature of the Business) – The language “will manage and” shall be replaced with the language “has applied to.”

Section 9 (Outdoor advertising, billboards, and signs) – The language “The light emanating from any illuminated sign shall be diminished, shaded, shielded, or directed such that the light intensity or brightness shall not be objectionable to surrounding residents and during the night hours (i.e., one hour after sunset through sunrise)” shall be replaced with the language “The light emanating from any illuminated sign shall be diminished, shaded, shielded, or directed in such that the light intensity or brightness shall not constitute a nuisance under District law at any time.”

The parties have agreed to these modifications.

4. 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: ac430b06c9d45f0e4b730093d1dccc8

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Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com  
*James Short*  
Key: 547ae373f820ae6ae8d1b3323d2949e

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James Short, Member



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Silas Grant, Jr., Member

*Teri Janine Quinn*

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Teri Janine Quinn, Member

Pursuant to D.C. Official Code § 25-433(d)(1) (applicable to alcohol matters) or 22-C DCMR § 9720 (applicable to medical cannabis matters), 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 14<sup>th</sup> 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 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 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).



1101 4<sup>th</sup> Street SW, Suite W-130,  
Washington, DC 20024  
(202) 554-1795  
6d@anc.dc.gov

## **SETTLEMENT AGREEMENT**

THIS SETTLEMENT AGREEMENT (“Agreement”) is made on this \_\_ day of September 2024, by and between Artfarm DC Inc. (“Applicant”), at 610 Water Street, SW, Washington, DC 20024 ABRA License # 128628 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 Class C Alcohol License for a restaurant establishment (“Establishment”); and

WHEREAS, the Applicant is encouraged to work regularly with the 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 Settlement 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 ANC6D 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 Alcoholic Beverage Control Board (“ABC Board”); and

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Artfarm DC Inc. DC  
ABRA-128628, 610 Water St., SW, Washington, DC

WHEREAS, the Parties have agreed to enter into this Agreement and request that the 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 a restaurant Establishment serving food and alcoholic beverages with indoor seating and adjacent summer garden.
3. **Floors Utilized and Occupancy.** The Applicant will operate its Establishment on the ground floor of the building with a Summer Garden located at 610 Water Street SW. The Certificate of Occupancy will state the seating and occupant load. However, the Applicant's license application sets forth the Establishment will not exceed a total occupancy load of 300, which is inclusive of up to 178 seats indoors and up to 86 seats for a Summer Garden (and any increase to such occupancy numbers shall require ABC Board approval).
4. **Hours.**
  - a) The Applicant's Hours of Operation, Sales, Service and Consumption of Alcoholic Beverages shall be:

Applicant's interior Hours of Operation, Sales, Service & Consumption of Alcoholic Beverages shall not exceed:

|                   |                        |
|-------------------|------------------------|
| Sunday - Thursday | 8:00 am – 1:00 am; and |
| Friday – Saturday | 8:00 am – 2:00 am      |

Applicant's exterior Hours of Operations, Sales, Service & Consumption of Alcoholic Beverages shall not exceed:

|                   |                        |
|-------------------|------------------------|
| Sunday – Thursday | 8:00 am – 9:30 pm; and |
| Friday - Saturday | 8:00 am – 11:00 pm     |

- b) Provided that:
- i) On days designated by the DC ABC Board as “Holiday Extension of Hours,” applicant may avail itself of the extended hours so provided;
  - ii) In the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours, applicant may avail itself of such extended hours;
  - iii) On January 1 of each year applicant may operate until 4:00 a.m.;
  - iv) Applicant may apply for One-Day Substantial Change Permits to operate outside of the typical hours described in this Agreement and/or to add Entertainment as part of a One-Day Substantial Change Permit.

Consistent with ABC Board interpretations, “closing hours” shall be construed as the hours at which no patrons shall remain on the Premises.

**5. *Prohibited Practices.***

Applicant shall not knowingly allow the use of its Premises as part of an organized pub crawl or as an organized event intended to promote the organized, commercial travel of large groups of individuals between licensed premises for the primary purpose of consuming alcoholic beverages at more than one premise, unless an appropriate license has been granted by the ABC Board.

The Applicant agrees to not modify any existing structures which would significantly alter capacity or build any new permanent structures of any sort either adjacent to or separate from the Applicant’s physical address during the license period, unless any required permits have been granted by the ABC Board and/or other relevant DC agencies.

The applicant shall not, unless authorized to do so under its alcohol license, pursuant to a separate license granted by the ABC Board or any other approval by the ABC Board: sell and serve alcohol on a ground floor or street level outdoor public or private space (not otherwise approved under its alcohol license; serve alcohol in outdoor public space such as the sidewalk outside its establishment; operate a dance floor; install or operate electronic game of skill devices; install or operate sports wagering devices or kiosks; or manufacture beer, wine, or spirits on or adjacent to its licensed Premises for off-premises consumption.

No alcoholic beverages purchased from the Applicant’s Establishment by a consumer shall be permitted to leave the premises unless packaged as “to go” or “carry-out” as permitted by Title 25 of the D.C. Code, Title 23 of the D.C. Municipal Regulations, or as otherwise may be permitted pursuant to other applicable laws and regulations.

6. **Exterior Area.** The Summer Garden shall be bordered with appropriate barriers to delineate it from the surrounding adjacent areas. Options for such borders may include planters, fencing, shrubbery, or similar techniques and the Applicant shall use best efforts to ensure that all furniture, fixtures, equipment, or other property of the Establishment or property belonging to patrons is contained within the Summer Gardens and does not extend into an adjacent pedestrian walkway.
7. **Parking Arrangements.** It is a concern of ANC6D that the Applicant's operation of the Establishment does not create or exacerbate parking problems within ANC6D. The Applicant shall inform patrons (e.g., on Applicant's website) of public, biking, and ride share transportation options. Applicant shall take all reasonable steps to ensure that properly marked unloading zones are available for the delivery of all supplies, that all deliveries will be taken into the Applicant's facility or protected loading dock area within one half hour of delivery, and that the Applicant shall not knowingly accept deliveries from vendors parked illegally. Applicant agrees that it shall not operate its own valet parking stand or service (but may direct patrons to other operating valet parking options in the area).
8. **Noise and Privacy.** Applicant shall comply with D.C. Code § 25-725 and to that end shall use various means, including making reasonable architectural improvements to the property and taking reasonable, necessary actions, to ensure that music, noise, and vibration from the Establishment are not audible and/or felt in any residential premises in close proximity to the Establishment as provided in D.C. Code § 25-725.

The Applicant shall be entitled to play recorded music in the interior; provided, however, any speakers used in connection with amplified or recorded music other than those speakers for the summer garden(s) shall be located at least eight (8) feet from and not be directed towards any operable doors and windows in the Establishment and music produced by any sound recording shall comply with DC noise laws. No recorded or live music is to be played in the Summer Garden.

9. **Outdoor advertising, billboards, and signs.** No sign shall be erected in such a manner as to create a traffic hazard such as when its location interferes with traffic sight distances, traffic flow, or the visibility of the name or address of a nearby business or residence or a street or traffic sign; or its color, configuration, text or location are such that they could be mistaken for or otherwise imitate a traffic sign or signal; or it is located in the public right-of-way and impedes pedestrian traffic.

The light emanating from any illuminated sign shall be diminished, shaded, shielded, or directed such that the light intensity or brightness shall not be objectionable to surrounding residents and during the night hours (i.e., one hour after sunset through sunrise), luminance levels at the ground for each individual sign shall not exceed 40 cd/m<sup>2</sup> and otherwise shall not exceed brightness of comparable signs at the Establishment's building and surrounding buildings. No sign shall have blinking, flashing, or fluttering lights or other illuminating device which has variable light intensity, brightness, or color. Beacon lights, search lights, and signs which intentionally rotate, spin, or otherwise move shall not be permitted. Lighted signs shall not be illuminated between the hours of 11:00 pm or 30 minutes after the close of business, whichever is later, and sunrise.

- 10. *Public Space and Trash.*** The Applicant shall participate in the building's trash removal and storage program. Applicant will take reasonable measures to keep the Premises Establishment?, trash collection area, loading dock, hallways, passageways, tree boxes, sidewalks and common areas providing access to and adjoining the Premises free of insects, rodents, vermin, other pests, trash and dirt accumulations generated by the operations in the Premises. Applicant shall not store trash or refuse in, or permit trash, rubbish, cartons, merchandise or other goods intended for use in the Premises to accumulate in areas outside of the Premises other than in the landlord designated areas. All recycling shall be placed in the designated areas. Applicant shall ensure that the areas adjoining or providing access to the Premises are kept clean of wrappers, garbage, trash and similar debris. Applicant shall arrange for regular, prompt, and reliable trash and recycling removal of all trash and recycling generated at or associated with the Premises from the Premises. Applicant shall store all trash and other waste in odor and vermin proof containers, and such containers shall be kept in temperature-controlled areas not visible to members of the public.

Applicant shall maintain the Premises, including sidewalks, free of litter, refuse and debris. The sidewalks and entranceways shall be cleaned each day and shall be kept free of litter, gum, trash, cigarette and cigar butts and other debris and all exterior surfaces and both sides of all glass shall be kept clean, orderly and sanitary. All grease caught in Applicant's grease trap shall be stored in secure, sanitary containers designed for such purpose (and not in a dumpster) and separate from Applicant's other refuse. The contractor responsible for cleaning Applicant's grease trap and picking up Applicant's grease receptacles shall be licensed in the District of Columbia to collect and properly dispose of such wastes.

Applicant agrees to exercise special care in its handling of garbage, waste, and refuse and will remove such materials from the Premises as frequently as is reasonably necessary in order to eliminate all odors. Applicant shall maintain the Premises in such



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ABRA-128628, 610 Water St., SW, Washington, DC

a manner that reasonably restricts foul or objectionable odors, including but not limited to odors from trash, cooking, grease, or cleaning, from emanating outside of the Premises and shall provide trash and food waste receptacles that contain all odor and liquid run off.

- 11. *Pest Control.*** Applicant shall control pests including rodents, vermin, and insects, on its Premises. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night. Applicant shall cause extermination services, including treatment for insects, spiders, rats, mice, moles and other rodents, to be provided to the Premises by a reputable exterminator on at least a monthly basis. Applicant agrees to exercise special care in its handling of garbage, waste, and refuse and will remove such materials from the Premises as frequently as is necessary in order to prevent pests from entering the premises.
- 12. *Security Cameras.*** Applicant shall have recording cameras which cover the outside areas and the areas where alcoholic beverages are served and/or consumed.
- 13. *Compliance with Applicable Law.*** 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. It is not intended that a violation of any DC law or regulation also be considered a violation of this Settlement Agreement. Applicant agrees that ANC6D shall have standing to ask the ABC Board to enforce any violations of the agreement.
- 14. *Participation in the Community.*** Applicant is encouraged to maintain open communication with ANC6D and the community for which the ANC acts.
- 15. *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 written 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 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:

Artfarm DC Inc.  
610 Water Street, SW

ANC6D Settlement Agreement  
Artfarm DC Inc. DC  
ABRA-128628, 610 Water St., SW, Washington, DC

Washington, DC 20024  
Attn: Ben Crofton  
e-mail: ben.crofton@artfarm.com

If to the ANC:                   Advisory Neighborhood Commission 6D  
1101 4<sup>th</sup> Street, SW, Suite W-130  
Washington, DC 20024  
Attn: Chair, ANC6D  
phone: (202) 202 554-1795  
e-mail: 6d@anc.dc.gov

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.

- 16. 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 against Applicant's ABC license application.
- 17. Entire Agreement.** This Agreement is intended to replace in its entirety any and all previously existing settlement agreements between the Parties, and all such previous agreements are hereby declared superseded, null and void and of no further effect.
- 18. Counterpart; Facsimile Signature.** This Agreement may be executed in two or more counterparts which together shall constitute a single agreement. Execution of this Agreement may be made by an electronically transmitted signature which, for all purposes, shall be deemed to be an original signature.

*[signatures on the following page]*

ANC6D Settlement Agreement  
Artfarm DC Inc. DC  
ABRA-128628, 610 Water St., SW, Washington, DC

**The ANC:**

*Fredrica Kramer*

October 16, 2024

\_\_\_\_\_  
Fredrica Kramer, ANC 6D07, ANC 6D Chairperson

\_\_\_\_\_  
Date

**APPLICANT:**  
Artfarm DC Inc.

*[Signature]*

\_\_\_\_\_  
Jonathon Cornaby, Authorized Signatory

*10 September 2024*  
\_\_\_\_\_  
Date