

What is the purpose of the SA?

A Settlement Agreement (“SA”) is a contract reached between an applicant and the community (the ANC and/or a community association). The purpose of the SA is to address community concerns regarding an applicant’s current operations and to avoid any potential problems that could occur after issuance of an alcoholic beverage license. SA’s are generally negotiated between the Commissioner in whose Single Member District the applicant is located and the owner or manager of the establishment. Community associations may also take part in these discussions. Such Organizations include the Logan Circle Community Association, Rhode Island West Neighborhood Association, and the Mid-City Residents Association, Blagden Alley Naylor Court Association, among others.

When is an SA appropriate?

ANC2F will enter settlement agreements when the establishment is located within 300 feet of a residentially zoned property. This does not preclude the ANC from entering into settlement agreements with establishments outside of 300 feet of a residentially zoned process.

Protests in neighboring ANCs

ANC2F will not protest liquor license applications outside the boundaries of the ANC, however, exceptions may be considered upon the request of an ANC Commissioner in either district or a resident of ANC2F.

License Classes and Standards for Settlement Agreements

Class A: Permits liquor stores and wholesalers to sell beer, wine and spirits.

Settlement agreements are not usually appropriate.

Class B: Permits grocery stores and wholesalers to sell beer and wine.

Settlement agreements are not usually appropriate.

Class C: Permits on-premise retailer's to sell and serve beer, wine and liquor.

Settlement agreements usually address the following issues:

- Hours of Operation. Applicant’s hours of interior operation shall not exceed the following:
 - For C/Rs: Up until one (1) hour prior to closing, Applicant’s kitchen facilities shall remain open with full menu service.
 - For all C class licenses, alcohol service shall end 30 minutes prior to closing.
 - For all C class licenses, exceptions to the standard hours shall be granted for:
 - days designated by the ABC Board as “Extended Hours for ABC Establishments” or “Daylight Savings Time Extension of Hours” - Applicant may operate for one additional hour (that is, one hour later);
 - in the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours for specific occasions, such as Inauguration or World Cup, Applicant may avail itself of such extended hours;
 - and, on January 1 of each year Applicant may operate for one additional hour.
 - For all C class licenses, standard hours shall be:

- Sunday – Thursday: closing by 12:30am
 - Friday – Saturday: closing by 1:30am
- Sidewalk Cafes and Summer Gardens.
 - If the establishment is approved for a summer garden, the following terms are standard:
 - For all C class licenses, all service shall be seated.
 - For all C class licenses, sidewalk cafes hours shall be:
 - Sunday – Thursday: closing by 11:00pm
 - Friday – Saturday: closing by 12:00am
- Noise.
 - For all C class licenses, if noise emanating from an establishment can be heard by a neighboring resident whose windows and doors are closed, the establishment is given immediate notice to cure.
 - Notice to cure time shall be no more than 72 hours.
 - Applicant shall undertake such measures as reasonably are required to preclude unreasonable disturbance to occupants of abutting residential properties from emanation of noise or vibration from the Establishment, including from patrons at, entering, or exiting the establishment. Applicant shall present only recorded background music. Applicant will not install any exterior speakers to the Establishment, and agrees that no speakers will be installed in or in any way directed to the sidewalk café or summer garden.
- Public Space and Trash.
 - Applicant shall keep the sidewalk (up to and including the curb), tree boxes and alley free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas daily for refuse and other materials.
 - Applicant will contract with a trash and recycling contractor to provide sealable container(s) for trash, food waste, and recycling designed to prevent rodent intrusion, and further agrees to keep the containers closed and sealed at all times when waste is not being disposed. Applicant further agrees to hold all recyclable materials and perishable food waste within the building until the morning of the scheduled pick-up.
 - The Applicant shall require its trash and recycling contractors to pick up trash and materials not earlier than 7 a.m. Applicant's employees shall not dispose of bottles or glass into trash containers or dumpsters in a manner which creates noise audible outside of the premises after 11 p.m.
 - Applicant shall use loading zones for deliveries when available and prohibit vendors from blocking alleys and private space at all times.
- Rat and Vermin Control. Applicant will maintain a contract with a professional, licensed rat, pest, and vermin control company to provide for routine control for the interior and exterior of the premises as needed to control pests.
- Patrons. Applicant shall take reasonable steps to prevent its patrons from causing noise or disturbances in front of, or adjacent to, the Establishment during the hours of operation and as they depart at closing.

Class D: Permits restaurants, taverns, nightclubs, hotels and multipurpose facilities to sell and serve beer and wine.

Settlement agreements are appropriate and address the issues outlined for Class C licenses.

Class F: Permits a temporary licensee for a special event to sell and serve beer and wine for up to 4 consecutive days.

Settlement agreements are not usually appropriate.

Class G: Permits a temporary licensee for a special event to sell and serve beer, wine and liquor for up to 4 consecutive days.

Settlement agreements are not usually appropriate.

Entertainment - Restricted to certain nights of the week (maybe Thurs-Sat), with a thorough review of noise policies (and the expectation that they will be enforced especially closely).

SETTLEMENT AGREEMENT TEMPLATE

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this _____ day of _____, 2012, by and between _____ ("Applicant") and Advisory Neighborhood Commission 2F ("ANC 2F").

RECITALS

(a) Applicant has applied for a Retailer Class C-T License (the "License") for a business establishment ("Establishment") located at _____ NW, Washington, D.C. (the "Premises"); and,

(b) Applicant desires to cooperate with the ANC in order to mitigate concerns related to the potential impact of operation of the Establishment on the surrounding community; and,

(c) In lieu of contested protest proceedings regarding the application for the License, the Parties wish to enter into a Settlement Agreement pursuant to D.C. Official Code § 25-446 to address such concerns:

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 [insert nature of business]. Any change from this model shall require prior approval by the ABC Board.
3. Hours of Operation. It is understood that upon expiration of the below hours of operation, no patron may remain on the Premises (interior or exterior, as the case may be). Applicant's hours will not exceed the following:
 - a. For C/Rs: Up until one (1) hour prior to closing, Applicant's kitchen facilities shall remain open with full menu service.
 - b. For all C class licenses, alcohol service shall end 30 minutes prior to closing.
 - c. For all C class licenses, exceptions to the standard hours shall be granted for:
 - i. days designated by the ABC Board as "Extended Hours for ABC Establishments" or "Daylight Savings Time Extension of Hours" - Applicant may operate for one additional hour (that is, one hour later);
 - ii. in the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours for specific occasions, such as Inauguration or World Cup, Applicant may avail itself of such extended hours;
 - iii. and, on January 1 of each year Applicant may operate for one additional hour.

- d. For all C class licenses, standard hours shall be:
 - i. Sunday – Thursday: closing by 12:30am
 - ii. Friday – Saturday: closing by 1:30am
- 4. Sidewalk Café. The Applicant may have outside seating in accordance with a sidewalk café endorsement to its ABC license and a duly-issued public space permit, and may serve alcoholic beverages to seated patrons in such area, provided, the total capacity for such sidewalk café shall not exceed **XX** seats. Any increase in such seating shall require approval of the District of Columbia Public Space Committee, after notice and opportunity for comment by the ANC, and approval by the ABC Board. Applicant shall not serve alcoholic beverages on its sidewalk café later than
 - a. Sunday – Thursday: closing by 11:00pm
 - b. Friday – Saturday: closing by 12:00amApplicant will inspect the sidewalk cafe regularly for compliance.
- 5. Summer Garden. The Applicant may have outside seating in accordance with a summer garden endorsement to its ABC license, and may serve alcoholic beverages to seated patrons in such area. Seated patrons may be served in the summer garden area only during the below hours and otherwise be free of patrons.
 - a. Sunday – Thursday: closing by 11:00pm
 - b. Friday – Saturday: closing by 12:00amApplicant will inspect the summer garden regularly for compliance.
- 6. Noise. Applicant shall adhere to DC Code 25-725 with respect to emanation of noise from the Establishment. Applicant shall undertake such measures as reasonably are required to preclude unreasonable disturbance to occupants of abutting residential properties from emanation of noise or vibration from the Establishment, including from patrons at, entering, or exiting the establishment. Applicant shall present only recorded background music. Applicant will not install any exterior speakers to the Establishment, and agrees that no speakers will be installed in or in any way directed to the sidewalk café or summer garden.

Notice to cure for noise complaints shall be 72 hours.

- 7. Public Space and Trash. Applicant shall keep the sidewalk (up to and including the curb), tree boxes and alley free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas daily for refuse and other materials. Applicant will contract with a trash and recycling contractor to provide sealable container(s) for trash, food waste, and recycling designed to prevent rodent intrusion, and further agrees to keep the containers closed and sealed at all times when waste is not being disposed. Applicant further agrees to hold all recyclable materials and perishable food waste within the building until the morning of the scheduled pick-up. The Applicant shall require its trash and recycling contractors to pick up trash and materials not earlier than **XXX** a.m. Applicant's employees shall not dispose of bottles or glass into trash containers or dumpsters in a manner which creates noise audible outside of the premises after **XXX** p.m.
- 8. Rat and Vermin Control. Applicant will maintain a contract with a professional, licensed rat, pest, and vermin control company to provide for routine control for the interior and exterior of the premises as needed to control pests.
- 9. Patrons. Applicant shall take reasonable steps to prevent its patrons from causing noise or disturbances in front of, or immediately adjacent to, the Establishment during the hours of operation and as they depart at closing.

10. Complaint Log. The Establishment’s website will prominently feature the name and contact information for an individual to which any comments about the operation of Establishment may be addressed. The Applicant shall maintain a log for every complaint lodged with the Establishment for any issue relating to this Agreement, including, but not limited to, complaints of noise, parking congestion, traffic congestion, security, trash, rodents, and/or operating hours. The log shall include, for each separate complaint, to the extent provided by any such complainant, the name of the complainant, the date of the complaint, any contact information provided by the complainant, the nature of the complaint, and the response taken by the Applicant or the Establishment. Every complaint shall be kept on file in the complaint log for a minimum of three years from the date on which the complaint was made. Applicant shall make the complaint log available to the Board for inspection and copying upon reasonable advance request.
11. Agreement Available Upon Demand. A copy of this Agreement shall be kept on the premises and made available to law enforcement officers and Alcoholic Beverage Regulatory Administration inspectors immediately upon request.
12. Compliance with ABRA Regulations. Applicant shall abide by applicable Alcoholic Beverage Administration (ABRA) regulations regarding ownership of the License.
13. Participation in the Community. Applicant is encouraged to send a representative from time to time to ANC 2F meetings. ANC 2F meetings occur on the first Wednesday of each month at 7:00 p.m. at the Washington Plaza Hotel, 10 Thomas Circle, NW, Washington, DC 20005, except as may be specified on www.ANC2F.org.
14. License Ownership. Applicant agrees not to transfer or sell the license to any other entity before obtaining approval from the Alcohol Beverage Control Board. Applicant agrees to specifically notify any prospective transferee, assignee, or contractee of the existence of this Agreement and to provide them with a copy.
15. Binding Effect. This Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant.
16. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
17. Notice and Opportunity to Cure. In the event that either party believes that the other materially breached any obligations under this Agreement, such party shall give written notice to the other of the existence of the breach and the specific nature thereof. The party alleged to be in breach shall have five (5) days from the receipt of notice to cure the alleged breach (or if the breach shall relate to excessive noise or disturbance, such shorter period as may be reasonable under the circumstances to immediately restore peace, order and quiet). If the breach is not cured within the notice period—or, with respect to a breach which reasonably requires more than five (5) days to cure, efforts to cure the breach have not been commenced—failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-447. In the case of a continuing violation, no notice or opportunity to cure need be provided for subsequent violations of this Agreement, following the initial provision of notice. Any notices required to be made under this Agreement shall be in writing and sent either via e-mail or U.S. mail, postage prepaid, to the parties to this Agreement at the addresses below. Notice shall be deemed given as of the time of receipt or refusal of receipt.

If to Applicant:

Applicant
Address

If to the ANC:

Advisory Neighborhood Commission 2F
5 Thomas Circle, NW
Washington, DC 20005
Anc2f@starpower.net

Either party may change its notice address by written notice to the other. 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.

ADVISORY NEIGHBORHOOD COMMISSION 2F

By: _____
Signatory

APPLICANT

By: _____
Signatory