

## **ADVISORY NEIGHBORHOOD COUNCIL 2F**

### **SETTLEMENT AGREEMENT GUIDELINES AND STANDARDS**

#### **What is the purpose of a Settlement Agreement?**

A Settlement Agreement (SA) is a contract between an establishment seeking to obtain or renew a license to serve alcoholic beverages and the community (as represented by the ANC and/or a community association) regarding the establishment's operational practices. The purpose of the SA is to address community interest regarding an establishment's operations and to avoid any potential problems surrounding the issuance or renewal of an alcoholic beverage license. SAs are generally negotiated between the ANC commissioner in whose Single Member District the establishment is located and the owner or manager of the establishment. Community associations, including but not limited to the Logan Circle Community Association, Rhode Island West Neighborhood Association, the Mid-City Residents Association, and the Blagden Alley Naylor Court Association, may also take part in these discussions.

#### **When is an SA appropriate?**

ANC2F will enter into settlement agreements when an establishment is located within 300 feet of a residentially zoned property. However, 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**

As a general rule, ANC2F will not protest liquor license applications outside the boundaries of the ANC and will encourage neighboring ANCs to extend reciprocal treatment. However, an exception 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 necessary.

*Class B: Permits grocery stores and wholesalers to sell beer and wine.*  
Settlement agreements are not usually necessary.

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

Settlement agreements for class C licenses usually address the following issues:

- Hours of Operation
- Sidewalk Cafes and Summer Gardens
- Noise
- Public Space and Trash

- Rat and Vermin Control
- Patrons
- Entertainment

*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.

## SETTLEMENT AGREEMENT TEMPLATE

THIS SETTLEMENT AGREEMENT (“Agreement”) is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20XX, by and between \_\_\_\_\_ (“Applicant”) and Advisory Neighborhood Commission 2F (“ANC 2F”).

### RECITALS

- (a) Applicant has applied for a Retailer Class \_\_\_\_ 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 interior or exterior of the Premises. 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 C/R licenses, standard hours shall be:
    - i. Sunday – Thursday: closing by 12:30am
    - ii. Friday – Saturday: closing by 1:30am
  - e. For C/T and C/N licenses, standard hours shall be:
    - i. Sunday – Thursday: closing by 1:30am
    - ii. Friday – Saturday: closing by 2:30am
4. [CASE-BY-CASE APPROVAL] 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 12:00am

Applicant will inspect the sidewalk cafe regularly for compliance.

5. [CASE-BY-CASE APPROVAL] Summer Garden. The Applicant may have outside seating in accordance with a summer garden endorsement to its ABC license; patrons may be served in the summer garden area only during the below hours and shall 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. [CASE-BY-CASE APPROVAL] Entertainment Endorsement. Terms vary based on individual circumstance.
7. 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 no more than 72 hours.

8. Public Space and Trash. Applicant shall keep the sidewalk (up to and including the curb), tree boxes and alley free of litter, bottles, chewing gum, trash, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas daily for refuse and other materials. Applicant shall also provide cigarette urns and cigarettes butt receptacle wherever patron gather to smoke.
9. 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 7:00 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 11:00 p.m.
10. 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.
11. 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.

12. 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 the 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, incidents, violence, crime, 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.
13. Security Plan. Should the applicant be required to maintain a security plan by ABRA, applicant agrees that such plan and further modification shall become an addendum to this agreement by default.
14. 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.
15. Compliance with ABRA Regulations. Applicant shall abide by applicable Alcoholic Beverage Administration (ABRA) regulations regarding ownership of the License.
16. Participation in the Community. Applicant is encouraged to send a representative from time to time to meetings of the ABRA Policy Committee of ANC 2F. Participation in such meeting promotes open lines of communication, neighborhood involvement, and awareness of current ABRA issues. Dates and times can be found at [www.ANC2F.org](http://www.ANC2F.org).
17. 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.
18. Binding Effect. This Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant.
19. 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.
20. 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 fourteen (14) days from the receipt of notice to cure the alleged breach (or if the breach shall relate to excessive noise or disturbance, the lesser of 72 hours or 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 fourteen (14) 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  
   ANC2FOffice@gmail.com

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

Trash  
Trash compactors

Guidelines for renewals – bring complaint log