

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

In the Matter of:

1615 LLL, LLC
t/a Beacon Hotel & Corporate Quarters

Applicant for Substantial Change
(Summer Garden)
Retailer's Class CH License

at premises
1615 Rhode Island Avenue, N.W.
Washington, D.C. 20036

Case No. 15-PRO-00060
License No. ABRA-077109
Order No. 2015-340

1615 LLL, LLC, t/a Beacon Hotel & Corporate Quarters (Applicant)

Noah Smith, Chairperson, Advisory Neighborhood Commission (ANC) 2B

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Mike Silverstein, Member
Hector Rodriguez, Member
James Short, Member

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF PROTEST OF ANC 2B**

The Application filed by 1615 LLL, LLC, t/a Beacon Hotel & Corporate Quarters, for a Substantial Change to include a Summer Garden to its Retailer's Class CH License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on June 15, 2015, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 2B have entered into a Settlement Agreement (Agreement), dated July 3, 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 Noah Smith, on behalf of ANC 2B, are signatories to the Agreement.

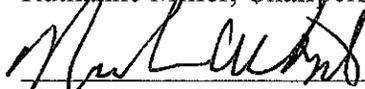
This Agreement constitutes a withdrawal of the Protest filed by ANC 2B.

Accordingly, it is this 8th day of July, 2015, **ORDERED** that:

1. The Application filed by 1615 LLL, LLC, t/a Beacon Hotel & Corporate Quarters, for a Substantial Change to include a Summer Garden to its Retailer's Class CH License, located at 1615 Rhode Island Avenue, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 2B in this matter is hereby **DISMISSED**;
3. The above-referenced Settlement Agreement, dated July 3, 2015, submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Applicant and ANC 2B.

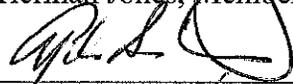
District of Columbia
Alcoholic Beverage Control Board

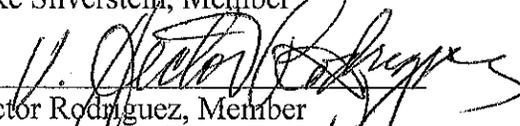

Ruthanne Miller, Chairperson

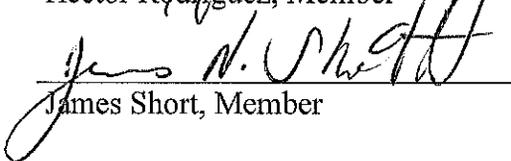

Nick Alberti, Member


Donald Brooks, Member


Herman Jones, Member


Mike Silverstein, Member


Hector Rodriguez, Member


James Short, Member

Pursuant to D.C. Official Code § 25-433, 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).

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (this "Agreement") is dated (and for all purposes deemed effective) as of the 3rd day of July, 2015 by and between 1615-LLL, LLC (the "Licensee"), owner of The Beacon Hotel & Corporate Quarters located at 1615 Rhode Island Avenue NW, Washington, DC (the "Hotel"), and the Advisory Neighborhood Commission ANC2B ("ANC 2B" and collectively with the Licensee, the "Parties").

WHEREAS, Licensee has applied for a rooftop summer garden endorsement (the "Endorsement") which would license alcohol service on the roof deck of the Hotel on Rhode Island Avenue and on the penthouse level of the Hotel (collectively, the "SkyBar");

WHEREAS, ANC 2B filed timely protest against the issuance of the Endorsement pursuant to D.C. Code Annotated ("DCCA") § 25-601(4);

WHEREAS, the Parties have agreed to the terms of this Agreement and request that the Alcoholic Beverage Control Board (the "ABC Board") approve the Endorsement conditioned upon the Licensee's compliance with this Agreement; and

WHEREAS, the Parties desire to settle the protest pursuant to D.C. Official Code § 25-446.

NOW, THEREFORE, the Parties agree as follows:

1. Hours of Operation. The hours of operation and alcohol service for the SkyBar are:
 - a. Sunday: 7:30 a.m. – 11:00 p.m.
 - b. Monday – Friday: 7:00 a.m. – 12:00 a.m.
 - c. Saturday: 7:30 a.m. – 12:00 a.m.
2. Hours of Entertainment. The hours of entertainment for the SkyBar are:
 - a. Sunday: 10:30 a.m. – 11:00 p.m.
 - b. Monday – Friday: 11:00 a.m. – 12:00 a.m.
 - c. Saturday: 11:00 a.m. – 12:00 a.m.
3. Occupancy. The maximum occupancy for the SkyBar is 125.
4. Noise Abatement and Standards.
 - a. The Licensee agrees to employ sufficient noise abatement and mechanical controls on audio devices to ensure that the level of amplified sound emanating from the SkyBar complies with applicable law and this Agreement. Without limiting the generality of the foregoing, and consistent with the provisions of

Section 7 of this Agreement, the Licensee agrees to review and, as required to ensure ongoing compliance with this Agreement, take such additional actions (including, without limitation, the installation of additional sound abatement materials and the development of policies) to prevent the emanation of noise from the SkyBar in violation of this Agreement.

- b. For purposes of this Agreement, and as an additional standard, acceptable noise levels from the SkyBar are (i) those proscribed for retail establishments serving alcohol in (A) Chapter 20-27 of the DC Municipal Regulations and (B) DCCA Section 25-725; and (ii) those which cannot be heard beyond the property line of the Hotel.

5. Compliance. The Licensee agrees that it will promptly lower amplified sound levels at the SkyBar when it determines that sound levels exceed those set forth in Section 4.b. of this Agreement.

6. Amendments. Subject to the provisions of DCCA Sections 25-446 and 446(d), this Agreement may be amended by the written agreement of the Parties.

7. Continuing Cooperation.

- a. The Licensee will provide the other Parties the phone number of the Hotel. If residents contact the manager on duty, who is responsible for compliance, the manager on duty will promptly determine whether sound levels exceed the requirements of this Agreement and, if so, will promptly lower sound levels as needed to comply with this Agreement and applicable law.

- b. Without limiting the generality of the foregoing, the Licensee agrees to review and take any action reasonably required to ensure ongoing compliance with this Agreement, including without limitation developing policies to avoid complaints. If there are noise complaints from local residents, the Licensee shall take all steps reasonably required to address such complaints, including the installation of noise controls necessary to ensure Licensee's compliance with applicable law and this Agreement.

8. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the District of Columbia without regard to its conflicts of laws principles.

9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed as original, but all together shall constitute the same instrument.

10. Withdrawal of Protest. Upon execution of this Agreement and its acceptance by the ABC Board, the Parties agree that the protest of the Licensee's application for the Endorsement shall be dismissed.

[SIGNATURE PAGE FOLLOWS]

Executed as of the date first above written.

1615-LLL, LLC, Licensee

By: 
Name: William C. Lipnick
Title: Manager

**ADVISORY NEIGHBORHOOD
COMMISSION ANC2B**

By: 
Name: NOAH SMITH
Title: CHAIR