

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

In the Matter of:)

Trustees of Amherst College)
t/a Folger Theatre Group)

Holder of a)
Retailer's Class CX Multipurpose Facility License)

License No.: ABRA-001792

Order No.: 2016-370

at premises)
201 East Capitol Street, S.E.)
Washington, D.C. 20003)

Trustees of Amherst College, t/a Folger Theatre Group (Licensee)

Kirsten Oldenburg, Chairperson, Advisory Neighborhood Commission (ANC) 6B

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
Ruthanne Miller, Member
James Short, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Trustees of Amherst College, t/a Folger Theatre Group (Licensee), and ANC 6B have entered into a Settlement Agreement (Agreement), dated May 10, 2016, that governs the operation of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Kirsten Oldenburg, on behalf of ANC 6B, are signatories to the Agreement.

Accordingly, it is this 8th day of June, 2016, **ORDERED** that:

1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modifications:

Section 5 (Noise Mitigation) – The third and fourth sentence shall be modified to read as follows: “Applicant agrees to keep its doors and windows closed when music is being played at the establishment, but may open its window panels during such times, provided that the music is not audible beyond the street curbside.”

Section 7 (Restriction on Use of Points for Access/Egress) – The term “permit” shall be replaced for the term “direct”.

Section 9 (Compliance with Agency Regulations) – This Section shall be modified to read as follows: “Applicant understands, agrees, and promises that they will maintain compliance with all laws and regulations of the District of Columbia at all times. Specifically, Applicant will ensure strict adherence to ABRA, Department of Consumer and Regulatory Affairs (DCRA), Department of Health (DOH), Department of Public Works (DPW) and other applicable DC Agency regulations regarding (a) conduct of its business and (b) the ownership of the license and all other provisions applicable to liquor licenses.”

The parties have agreed to these modifications.

2. This Settlement Agreement replaces and supersedes previous Settlement Agreements between the parties; and
3. Copies of this Order shall be sent to the Licensee and ANC 6B.

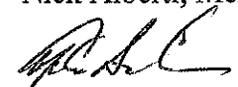
District of Columbia
Alcoholic Beverage Control Board



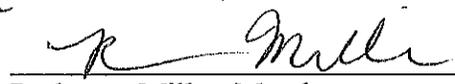
Donovan Anderson, Chairperson



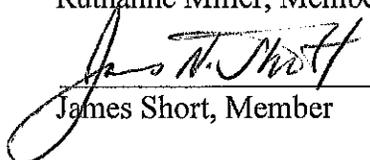
Nick Alberti, Member



Mike Silverstein, Member



Ruthanne Miller, Member



James Short, 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 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 BY AND BETWEEN
ADVISORY NEIGHBORHOOD COMMISSION 6B

and

Trustees of Amherst College
d/b/a Folger Theatre Group

Pursuant to this Settlement Agreement, ("Agreement"), by and between Trustees of Amherst College (d/b/a Folger Theatre Group) ("Applicant") and Advisory Neighborhood Commission 6B ("ANC6B"), effective as of the date of its adoption by ANC6B, the parties hereto hereby agree to be legally bound by the terms and conditions of this Settlement Agreement (SA) as it relates to conduct of business located at 201 East Capitol Street, SE, Washington, DC 20003 ("Premises").

WHEREAS, Applicant has applied before the District of Columbia Alcoholic Beverage Regulatory Administration ("ABRA") to effect, and is seeking its approval of, a renewal of its Retailers' Class "C" Multipurpose License (ABRA-001792) ("License"); and Substantial Change in hours of operations and alcoholic beverage sales with respect to the same; and,

WHEREAS, Applicant and ANC6B are desirous of voluntarily entering into and mutually memorialize in this SA the terms and conditions upon which ANC6B has agreed to support Applicant's License, pursuant to the provisions of D.C. Code § 25-446, for the operation and maintenance of Applicant's business at the Premises in such a manner as to further promote the peace, order and quiet of the neighborhood as well as maintain security and sanitation of the alley immediately behind the Premises; and,

WHEREAS, this 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.

NOW, THEREFORE, Applicant and ANC 6B agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Nature of the Business. Applicant will manage and operate a theatre ("Establishment") and host other events at the Premises. Applicant currently seeks a total seating for up to 268 patrons in the theatre and, as necessary, additional capacity for private events hosted at the Premises including on the area immediately outside the Premises. In no event shall Applicant operate or seek to operate the Establishment in excess of the maximum number of patrons that may lawfully occupy the Premises pursuant to its Certificate of Occupancy.
3. Hours of Operation and Sales. Applicant's hours of operation and alcoholic beverage sales may be changed from time to time in Applicant's discretion, as may be otherwise permitted by its License, but in no event shall exceed or extend beyond the following:

Applicant's hours of Operation shall be as follows:

Sunday: 12:00 p.m. – 10:30 p.m.
Monday through Saturday: 10:00 a.m. – 10:30 p.m.

Trustees of Amherst College
d/b/a Folger Theatre Group

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Applicant's hours of Sales/Service

Saturday and Sunday: 1:00 p.m. – 9:30 p.m.
Monday through Friday: 6:00 p.m. – 9:30 p.m.

Provided, however, that (1) on days designated by the DC ABC Board as "extended Hours for ABC Establishments," Applicant may serve alcoholic beverages for one additional hour; (2) in the event the Council of the District of Columbia or the ABC Board grant licensees in general extended operating hours for particular event(s), Applicant may avail itself of such extended hours; and, (3) on January 1 of each year Applicant may serve alcoholic beverages and provide entertainment until 3 a.m. Applicant must submit, as required by regulation, any forms or document to the authorizing agency for such extended hours. These extended hours are for inside the establishment.

4. Refuse Storage and Disposal.

Recyclable waste (glass, plastic, cardboard and metals that have been rendered free to organic materials) shall be disposed of in sealed bags that are placed in appropriate waste receptacles capable of being sealed with closing lids and otherwise designed for that purpose. All receptacles used for garbage, recyclables, and grease shall be maintained in good repair, safe and sanitary condition. Exterior receptacles shall be kept closed and secured at all times except when actively used to deposit or collect recyclable materials.

Applicant agrees to adhere to the following conditions with respect to trash management, disposal, and the sanitary maintenance of exterior trash storage area.

- a. Garbage shall be collected 2-times per week and recycling a minimum of 2 times per week (or such more frequent schedules as may be necessary to prevent the receptacles from exceeding their capacity);
- b. Applicant will ensure timely waste disposal that is the least disruptive to the neighbors. Garbage, recyclable, and grease collections shall not occur before 7:00 a.m. or after 10:00 p.m. No glass shall be placed in any exterior receptacle nor otherwise disposed after 10:00 p.m. or before 7:00 a.m. Any glass material needing to be recycled or otherwise disposed between 10:00 p.m. and 7:00 a.m. shall be stored inside Applicant's establishment until at least 7:00 a.m. the following day.
- c. Applicant shall provide the garbage and recycling vendors with access to the trash storage area, as may be required to effect regular and timely collection as set forth herein;
- d. Applicant shall not store or place any kegs, foodstuffs, or other consumable goods of any type in the rear of the Premises, on the public alley or public space. No waste of any type shall be placed on or against the abutting property;
- e. Any receptacle for recyclables or restaurant supplies such as linens, kegs or firewood will be placed such that it does not encroach on the abutting property owners. Applicant shall ensure that no recyclable waste is placed outside the establishment other than in a fully-closed receptacle. Applicant shall ensure that the lids or doors on all receptacles are fully closed at all times.
- f. All receptacles (for garbage, grease and recyclables) shall be secured with lids (as per their design), including while maintained in exterior receptacles and while being hauled to and from sanitation trucks. Applicant shall not place waste in any waste receptacle in any manner that would prevent the full closure of the receptacle.
- g. Garbage, grease and/or recycling spills shall be cleaned up as soon as practicable after they occur, but in no event more than two (2) hours after such spill. Any leak or spillage of grease shall be promptly cleaned utilizing standard industry practices such as solvents and power washing for such uncontained grease;

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ANC 6B

- h. All receptacles used for garbage, recyclables, and grease shall be maintained in good repair, safe and sanitary condition and any damaged or leaking containers shall be promptly repaired or replaced;
- i. Applicant will daily check the full area around the trash and garbage receptacles and pick up or hose down any debris or liquid waste left behind after garbage, grease or recycling receptacles have been emptied;
- j. Applicant shall power wash all receptacles, any adjacent waste enclosure, and the adjacent alleyway, weather permitting and as necessary. No power-washing shall take place between the hours of 7:00 p.m. and 9:00 a.m. on weekdays or 7:00 p.m. and 12:00 noon on weekends;
- k. Applicant shall cooperate and permit inspection of the Premises as may be reasonable pursuant to ABRA regulations or as may be reasonably requested by any authorized District of Columbia governmental entity;

5. Noise Mitigation. No objectionable noises, sounds, odors, or other conditions that are publicly observable or emitted beyond the immediate proximity of the Premises will be created by Applicant. Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall make architectural improvements to the property and take all necessary actions to ensure that music, noise and vibration from the Establishment are not audible outside the establishment at any time. Applicant agrees to keep its doors and windows closed when music is being played at the establishment. However, it is understood by the parties that Applicant may open its window panels, and that music may be played at such times at a level not audible beyond the street curbside. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry or exit doors.

Applicant will take all reasonable steps necessary to mitigate noise emanating from mechanical equipment associated with Applicant's operations (e.g. HVAC, grease fan) -- including installing sound absorbing and dampening material around the equipment, if necessary -- to comply with applicable DCMR provisions, prevent an increase in existing sound level from such equipment, and minimize or abate noises objectionable to residential neighbors.

6. Sanitation and Pest Control. Applicant shall maintain in force a contract for regular and recurring application of a plan for pest control that includes baiting or similar rodent abatement procedures abutting the rear entrance to the Premises. Applicant shall not store or place any kegs, bottles, foodstuffs, pallets of materials, or other consumable goods of any type outside the Premises. Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract and of regular inspection and treatment pursuant to such contract, upon request from the Board. Applicant shall maintain property and take landscaping steps, such as removing thick ground cover, trimming bushes, closing rat holes, and using pond stones where needed, to reduce habitat for rats and vermin.

7. Restrictions on Use of Points for Access/Egress. In no event will Applicant encourage or permit commercial third party vendors to park a delivery truck in a public alley at the rear of the Premises between the hours of 10:00 p.m. and 7:00 a.m. Applicant will notify commercial delivery vendors about the above prohibition.

8. Security Cooperation in Stemming Loitering and Illegal Drugs. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises, Applicant agrees to monitor for and prohibit sales or use of illegal drugs within or about the Premises and maintain contact and cooperate with MPD and other enforcement officials when known or suspected drug activities occur.

9. Compliance with ABRA Regulations. Applicant will ensure that it abides by ABRA, Department of Consumer and Regulatory Affairs (DCRA), Department of Health (DOH), Department of Public Works (DPW)

Trustees of Amherst College
d/b/a Folger Theatre Group

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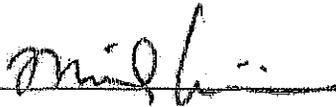
ANC 6B

and other applicable DC Agency regulations regarding (a) conduct of its business and (b) the ownership of the license and all other provisions applicable to liquor licenses. Violations of DC Agency regulations shall constitute a violation of this Agreement.

IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.

Applicant:

Trustees of Amherst College
d/b/a Folger Theatre Group
ABRA# 001792
201 East Capitol Street SE
Washington, DC 20003
Michael Witmore, Director

Signature: 

Date: 5 May 2016

ANC:

Advisory Neighborhood Commission 6B
921 Pennsylvania Avenue, SE
Washington, DC 20003
Kirsten Oldenburg, Chairperson

Signature: _____

Date: _____

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE REGULATION ADMINISTRATION**



FORM ABRA 301

ATTORNEY/AGENT DESIGNATION FORM

Please enter my appearance as an Attorney/Agent for:

1. Applicant/Licensee Name:	The Trustees of Amherst College
2. License Number, if applicable:	ABRA-001792
3. Trade Name:	Folger Theatre Group
4. Establishment's Address:	201 E. Capitol Street, SE, Washington, DC 20003

The purpose of the Attorney/Agent Designation form is to represent the Applicant/Licensee for the following reason(s):

5. Filing an Application for a: a. <input type="checkbox"/> Wholesaler b. <input checked="" type="checkbox"/> Retailer <input type="checkbox"/> Class A <input type="checkbox"/> Class B <input checked="" type="checkbox"/> Class C <input type="checkbox"/> Class D c. <input type="checkbox"/> Caterer ***Multipurpose d. <input type="checkbox"/> Entertainment Endorsement e. <input type="checkbox"/> Tasting f. <input type="checkbox"/> Sidewalk Café/Summer Garden g. <input checked="" type="checkbox"/> Change of Hours h. <input checked="" type="checkbox"/> Change of Officers	6. <input type="checkbox"/> Contested case(s) other than Protest Hearing. List case number below:	7. <input type="checkbox"/> Protest Hearing
	***License Renewal	

8. Print Name:		Whayne Quin, Esq., Sheila Linn, Freda Zamer-Hobar	
9. Address:			
c/o Holland & Knight LLP, 800 17th Street, NW, Suite 1100, Washington, DC 20006			
10. Telephone Number: 202-955-3000		11. E-mail Address: sheila.linn@hklaw.com	
12. Attorney/Agent Signature		3/29/16	
Sheila Linn		Date	
13. Applicant/Licensee Signature		3/29/16	
Michael Witmore, Director		Date	

SPECIAL NOTICE

The District of Columbia will provide the appropriate services and auxiliary aids, including sign language interpreters, whenever necessary to ensure effective communication with members of the public who are deaf, hearing impaired or who have other disabilities affecting communications. Requests for services and auxiliary aids should be made at least ten (10) days prior to any scheduled hearing. Please notify the ADA Coordinator at (202) 442-4423.

ANC 6B

Capitol Hill / Southeast

May 16, 2016

921 Pennsylvania Avenue SE
Washington, DC 20003-2141
6B@anc.dc.gov
202-546-8542

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Vice-Chair
Nick Burger

Secretary
Daniel Chao

Treasurer
Diane Hoskins

Parliamentarian
Denise Krepp

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SMD 8 *Chander Jayaraman*
SMD 9 *Daniel Ridge*
SMD 10 *Denise Krepp*

Donovan Anderson, Chair
Alcoholic Beverage Control Board
2000 14th Street NW, Suite 400S
Washington, DC 20009

VIA E-MAIL: abra.legal@dc.gov

RE: ABRA-001792—Folger Theater Group, 201 East Capitol Street SE,
substantial change and renewal of Class C Multipurpose license

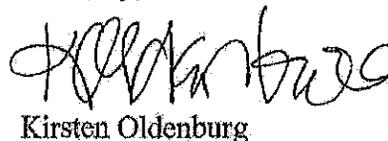
Dear Mr. Anderson:

At its regularly scheduled, properly noticed meeting on May 10, 2016, with a quorum present, Advisory Neighborhood Commission (ANC) 6B voted 8-0-0 to support the above-referenced ABC license renewal and substantial change.

For your review and approval, please find attached a Settlement Amendment, which was executed by both parties.

Please contact Commissioner Chander Jayaraman, ANC 6B's Alcohol Beverage Control Committee Chair, at 202-546-2609 or chander6b08@anc6b.org if you have questions or need further information. Thank you.

Sincerely,



Kirsten Oldenburg
Chair

Attachment