

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

In the Matter of:)	
)	
Howard Theatre Entertainment, LLC)	
t/a Howard Theatre)	
)	
Holder of a)	License No.: ABRA-088646
Retailer's Class CX Multipurpose Facility License)	Order No.: 2016-491
)	
at premises)	
620 T Street, N.W.)	
Washington, D.C. 20001)	
)	

Howard Theatre Entertainment, LLC , t/a Howard Theatre (Licensee)

James A. Turner, Chairperson, Advisory Neighborhood Commission (ANC) 1B

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 Howard Theatre Entertainment, LLC , t/a Howard Theatre (Licensee) and ANC 1B have entered into a Settlement Agreement (Agreement), dated June 24, 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 James A. Turner and Commissioner Brian Footer, on behalf of ANC 1B, are signatories to the Agreement.

Accordingly, it is this 7th day of September, 2016, **ORDERED** that:

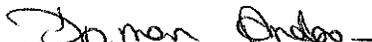
1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

Section A (Noise) – The language “ambient background” shall be replaced with the language “background noise not to exceed 60 db.”

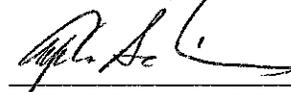
The parties have agreed to this modification.

2. This Settlement Agreement replaces and supersedes previous Settlement Agreements between the parties; and
3. Copies of this Order shall be sent to the Applicant and ANC 1B.

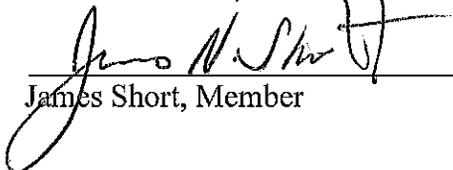
District of Columbia
Alcoholic Beverage Control Board


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).

Summer Cafe

**Settlement Agreement Concerning Issuance of License _____ to
Howard Theater Entertainment, LLC, 620 T Street, N.W., Washington, DC 20001**

THIS AGREEMENT made and entered into June 24, 2016, 2016 by and between Howard Theater Entertainment, LLC ("Applicant") and ANC1B ("Protestant") witnesses.

Whereas Applicant has filed application _____ with the District of Columbia Alcoholic Beverage Control Board ("ABC Board") for a new class ___ license for premises to be known as Howard Theater, and to be located at 620 T Street, N.W., Washington, DC 20001 ("Premises").

Whereas Protestant has concerns opposing the granting of this application;

Whereas in recognition of the ABC Board's policy of encouraging parties to a potentially contested proceeding to settle their differences by reaching voluntary agreements, by their signatures below, the parties hereto desire to enter into a Settlement Agreement whereby (1) Applicant will agree to adopt certain measures to address Protestant's concerns and to include this agreement as a formal condition of its application, and (2) Protestant will agree to the issuance of the new license provided that such an agreement is incorporated into the ABC Board's order issuing the license, which license is conditioned upon compliance with this agreement;

Whereas Applicant has recently taken or intends to take certain measures designed to ameliorate Protestant's concerns;

In consideration of the mutual covenants and undertakings memorialized herein, the Applicant and Protestants hereby agree as follows:

A. NOISE. Applicant acknowledges familiarity with and will comply with noise-control provisions of the District of Columbia law and regulations. In addition, Applicant agrees with the following:

- Play only ambient background music in the sidewalk cafe during operating hours listed in Clause B below.
- Ensure that the ambient background music in the sidewalk cafe will cause no annoyance or disturbance to nearby businesses and residents.
- Ensure that no patrons will use electronic devices as speakers to play music during their entire visit in the sidewalk cafe. Once Applicant realizes that patrons are using their phone to play such amplified music, the Applicant shall notify patron that they must turn off the cell phone for such use or exit the sidewalk cafe.
- Not to have any live entertainment on or in the sidewalk cafe.
- To post signage notifying patrons that the business is located in a residential area and request that patrons be respectful.
- Maintain a queuing line for patrons waiting to enter the establishment for an organized event. The queuing line will be part of the exterior wall of the sidewalk cafe and will be designed to control pedestrian congestion.

B. FOOD AND ALCOHOL SERVICE.

- The establishment's sidewalk cafe hours of operation shall be as follows:

Day	Hours of Alcoholic Beverage Service on Sidewalk Cafe	Hours of Sidewalk Cafe
Monday	11:00AM to 10:30PM	11:00AM to 11:00PM
Tuesday	11:00AM to 10:30PM	11:00AM to 11:00PM
Wednesday	11:00AM to 10:30PM	11:00AM to 11:00PM
Thursday	11:00AM to 10:30PM	11:00AM to 11:00PM
Friday	11:00AM to 11:30PM	11:00AM to 12:00AM
Saturday	10:00AM to 11:30PM	10:00AM to 12:00AM
Sunday	10:00AM to 10:30PM	10:00AM to 11:00PM

- HOLIDAY HOURS: Applicant shall have the right to obtain ABC Board approval to sell or serve alcoholic beverages on the sidewalk cafe until 11:30 AM and operate the sidewalk cafe until 12:00 AM on District and federal holidays and various holiday weekends.

C. TRASH. Applicant shall:

- Removal of trash, recycling, glassware and dishware from the sidewalk café area in a manner that mitigates ambient noise; to include, but not limited to, no trash and recycling receptacles on the sidewalk café.

D. SMOKING. Applicant agrees to maintain the sidewalk cafe as a non-smoking outdoor space.

E. CAPACITY AND SEATING. Applicant shall:

- Restrict total capacity to 69 people on the sidewalk café.
- Operate the sidewalk café area for the service of seated patrons.
- At no time shall tables and chairs be cleared so as to use the sidewalk café area as a standing cocktail area. Only seated patrons shall be served in the sidewalk café area.

F. NOTICE AND OPPORTUNITY TO CURE. In the event that any of the parties are in breach of this Agreement, each such party shall be entitled to reasonable 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 thirty (30) days of the date of such notice. If Applicant or the licensee fails to cure within the thirty day period (or, with respect to a breach which reasonably requires more than thirty days to cure, fails to commence cure of such breach and diligently pursues such cure) such failure shall constitute for filing a complaint with ABRA. Unless otherwise noted above, any notice required to be made under this Agreement shall be in writing postage prepaid, or hand delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt.

G. MODIFICATION OF SETTLEMENT AGREEMENT. This agreement can be modified by the ABC Board; by mutual agreement of the parties with approval of the ABC Board; or as otherwise permitted by law.

Brian Footer, Commissioner

Date

ANC 1B



July 21, 2016

James Turner, Chair of ANC 1B

Date