

## SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement Agreement") is made and entered into this 4th date of November \_\_\_\_\_, 2013, by and between The Griffin Group, LLC, t/a Policy ("Applicant"), Advisory Neighborhood Commission 2B ("ANC"), the Dupont Circle Citizens Association ("DCCA"), the Shaw Dupont Citizens Alliance ("SDCA"), and the group of \_\_\_\_\_ neighbors who have filed a Protest as further described below (hereinafter "Group of 5"), (ANC 2B, DCCA, SDCA, Group of 5 hereinafter referred to collectively as "Protestants").

WHEREAS, the Applicant has filed an application for a renewal of its Retailer's License Class "CR" (ABRA-76804) with the District of Columbia Alcoholic Beverage Control Board ("ABC Board"), issued for the premises 1902-1906 14<sup>th</sup> Street, NW, Washington, DC;

WHEREAS, Applicant, ANC 2B, DCCA and certain members of the Group of 5 entered into a Voluntary Agreement dated May 15, 2008 (the "Voluntary Agreement") to resolve the protest of Applicant's initial application for licensure, which agreement was approved by Order on Voluntary Agreement and withdrawn Protest entered by the Board on June 5, 2008;

WHEREAS, pursuant to the provisions of DC Code §25-446(d)(4), Applicant has petitioned the Board to terminate the Voluntary Agreement;

WHEREAS, Protestants have opposed termination of the Voluntary Agreement;

WHEREAS, in recognition of the ABC Board's policy of encouraging parties to a protested proceeding to settle their differences by negotiating agreements, the parties hereto being desirous of entering into an agreement whereby, subject to approval of the ABC Board, Applicant will agree to adopt certain measures to address the Protestants' concerns and Protestants will agree to the issuance of the ABC license and withdraw their protests;

NOW, THEREFORE, in consideration of the premises above recited, and the covenants and agreements hereinafter set forth, the parties agree as follows:

1. Noise Suppression. There shall be no loud or live music performed outside the Applicant's establishment (the "Establishment"). Applicant will request employees and patrons, by posting signs in the Establishment near each public place exit door, to be considerate of residents in the neighborhood by keeping conversations and noises at level that will not cause a disturbance when departing the Establishment or smoking outside the Establishment after 10:00 p.m. Applicant agrees that there will be no outdoor disposal of glass bottles after 9:00 p.m.
2. Hours of Operation. In general the applicant agrees to close their establishment at the following days and times:
  - Sunday to Thursday: Close no later than 2:00 a.m.
  - Friday and Saturday: Close no later than 3:00 a.m.

Additionally, the protestants agree to allow for extended holiday hours as allowed by law and approved by ABRA for the following holidays: New Year's Eve, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, and extended days and hours approved for Presidential inaugurations.

3. Special Events. The Establishment will not advertise or host events that require a cover charge and/or utilize an outside promoter for any such event. Fundraisers, charitable events, holiday events, community events, nonprofit events and private celebrations are exempt from this provision.
4. Entertainment Endorsement. Live entertainment is limited to a live DJ (on the second floor only) as well as live music that does not impact surrounding residence. In addition, live entertainment (except that of DJ) cannot be connected to amplifiers or the sound system of the establishment. This provision is intended to protect the peace and quiet of the neighborhood.
5. Deliveries. Applicant will request and encourage all of its vendors to make all deliveries of food, beverage and supplies between the hours of 9:00 a.m. and 6:00 p.m. Furthermore, Applicant will request and encourage all of its vendors to make all deliveries through the front entrance on 14<sup>th</sup> Street and that they not park their delivery vehicles on resident parking on T Street or if possible.. Applicant will encourage delivery drivers to park their vehicles in designated commercial loading zones in the area. Applicant will use commercially reasonable efforts to prevent any delivery or trash trucks servicing the Establishment from blocking residents' ingress to or egress from T Street.
6. Trash Pick-Up and Removal. Applicant will maintain regular trash/garbage removal service a minimum of four (4) times per week (days to be decided by owners and business necessity) only during the hours from 8:00 a.m. to 6:00 p.m. Applicant shall keep all trash and recycling dumpsters indoors in the designated trash rooms in the Building, except when moved outside for pick up. Applicant shall keep dumpster lids tightly closed and resistant to pests and rodents.
7. Removal of Grease and Oils. Applicant will store cooking grease and fatty oils in proper containers with tightly fitting lids and make sure containers are free and clean of grease from the outside, as required by the District department of the Environment (DDOE). Additionally, Applicant will provide for the proper removal of grease and fatty oils from the Establishment and will not deposit grease or fatty oils in dumpsters or down drains.
8. Litter and Debris Removal: Applicant will maintain the street and public space in the front of all Establishment entrances free of trash and litter in accordance with applicable D.C. regulations, and will inspect said area a minimum of once daily before days of operation to maintain a clean, tidy, and professional presence in these areas. Applicant, or its landlord, shall place appropriate containers outside the 14th Street entrance disposal of smoking material

9. **Sidewalk Café Provisions.** Applicant shall not maintain a standing bar in the Sidewalk Café. All patrons at the Sidewalk Café will be sat at tables for waiter service of food and/or beverages, will be provided menus, and will generally be encouraged to consume food. Applicant shall post a sign by the Sidewalk Café advising patrons to see the main dining room hostess to be seated in the Sidewalk Café. The Applicant shall have neither a separate hostess stand on T Street for seating on the Sidewalk Café, nor a separate line on T Street for patrons waiting to be seated on the Sidewalk Café.

Alcoholic beverages may not be carried out of the Establishment except by patrons, except to be consumed at tables on the Sidewalk Café. The Sidewalk Café will close and patrons will be asked to vacate public space at 11:00 p.m. Sunday to Thursday and 12:00 midnight on Friday and Saturday.

10. **Ingress, Egress and Queuing.** No patron shall be allowed to enter or exit the Establishment at any location except the designated front entrance. Applicant will post a sign near the entrance where queuing might occur advising any queuing patrons to be considerate of residents in the neighborhood by keeping conversations and other noises at a level that will not cause a disturbance.
11. **Use of Stanchions and Ropes to Control Queuing.** Applicant will not use stanchions with ropes of any kind to control queuing of patrons waiting on 14<sup>th</sup> Street to enter.
12. **Parking.** Applicant recognizes the importance of parking not only for its success and the convenience of its patrons, but also the Protestants' concern as to the potential impact of Applicant's patrons on street parking in the surrounding residential community. Applicant agrees that it shall follow a policy which includes notifying patrons and potential patrons on the Establishment's website of: (i) nearby available public parking options; and (ii) nearby public transportation, including subway and bus lines. The Applicant is encouraged to contract with a valet parking service, said valet shall, if permitted by DDOT, be staged on 14<sup>th</sup> Street, not on T Street, but in all cases as close as practical to the Establishment's main entrance.
13. **Withdrawal of Protest.** Protestants agree to the termination of the existing Voluntary Agreement and the withdrawal of their protests upon execution of this Agreement and provided that this Settlement Agreement is incorporated in the ABC Board's order issuing, amending, or renewing the license, which order is thereby conditioned upon compliance with this Settlement Agreement.
14. **Informal Dispute Resolution.** In the event any member of the Protestant groups has a concern regarding the operation of the Establishment, prior to involving the ANC, District of Columbia agencies or officials, or law enforcement agencies, or instituting proceedings under this Settlement Agreement, they shall contact the Establishment's general manager and meet and negotiate in good faith to resolve said concern.
15. **Cure Periods and Enforcement Before ABC Board.** In the event of an alleged violation by Applicant of this Settlement Agreement, Applicant shall be notified in writing by the

person alleging such violation and given an opportunity to cure such violation within thirty (30) days thereafter before action against Applicant on the basis of such violation may be undertaken, unless the violation be of such a nature that more immediate action is necessary, in which case, the period for opportunity to cure shall be reduced to a reasonable time commensurate with the violation, but no less than ten (10) days (such 30-day or shorter period is hereinafter referred to as the "cure period").

16. Notice. Notice under this Settlement Agreement shall be in writing, and may be given by registered mail, return receipt requested or by hand delivery. Notice shall be addressed:

**If to Applicant, to:** The Griffin Group, LLC  
t/a Policy  
1904 14<sup>th</sup> Street, NW  
Washington, DC 20009

**If to DCCA, to** Dupont Circle Citizens Association  
9 Dupont Circle, NW  
Washington, DC 20036  
Attn: President (as named on website)

**If to ANC 2B, to:** Dupont Circle ANC 2B  
9 Dupont Circle  
Washington, DC 20036  
Attn: Chairman (as named on website)

**If to SDCA, to:** The Shaw-Dupont Citizens Alliance  
PO Box 73153  
Washington, DC 20056  
Attn: President (as named on website)

**If to Neighborhood Group:** Elwyn Ferris  
1417 T Street NW  
Washington, DC 20009

Aileen Johnson  
1343 Wallach Place, NW  
Washington, DC 20009

17. Counterparts. This Settlement Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but notice shall be a prerequisite to the filing of a show cause request with the ABC Board.
18. Representative of Neighborhood Groups. If the party executing this Settlement Agreement as Neighborhood Group no longer resides within the boundaries of the Neighborhood Group, the rights and obligations of such party under this Settlement Agreement shall terminate and said party shall notify the ABC Board and other parties to this Settlement Agreement in writing prior thereto. Such notice shall designate another member of such group or groups, as said group's representative, which designation shall include each such other member's mailing addresses, and following such notice under this Settlement Agreement of the terminated representative.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

**APPLICANT:**

The Griffin Group, LLC

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PROTESTANT:**

ANC 2B

BY: William F. Stephens

Print Name: William F. Stephens

Title: Chairperson

11/4/13

**SDCA**

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**DCCA**

**BY:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Neighborhood Group – Protestants of Record**

**BY:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_