

Settlement Agreement Concerning Issuance of License ABRA-103899 to Manhattan Laundry DC LLC, t/a Franklin Hall, 1346 Florida Avenue, N.W.

ALCOHOLIC BEVERAGE REGULATION ADMIN
2016 DEC - 5 A 8:55

THIS AGREEMENT, made and entered into this 1st day of December, 2016, by and between Manhattan Laundry DC LLC, t/a Franklin Hall ("Applicant") and ANC 1B and Meridian Hill Neighborhood Association (MHNA) ("Protestants") witnesses.

RECITALS

WHEREAS, the Applicant has filed an application for a License Class CT (ABRA-103899) ("License") for a business establishment located at 1346 Florida Avenue, N.W. ("Establishment"); and the application is currently pending before the District of Columbia Alcoholic Beverage Regulation Administration ("Board"); and

WHEREAS, Protestants have protested the license application; and

WHEREAS, the parties desire to enter into a Settlement Agreement containing certain restrictions on Applicant's operation so as to address the concerns raised by Protestants; and

WHEREAS, in recognition of the Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching settlement 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 Protestants' concerns and to include this agreement as a formal condition of its application, and (2) Protestants will agree to the issuance of the license and withdraw its protest provided that such an agreement is incorporated into the 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 Protestants' concerns:

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, receipt and sufficiency are hereby acknowledged, the parties agree as follows:

1. Nature of the Establishment.
 - a. The Applicant will operate and manage a Class CT Establishment, as defined by the Board. Applicant shall comply with all conditions applicable to this license class.

- b. Nature of the Business. The Applicant will operate and manage a full service restaurant with indoor and outdoor seating to be governed by its Certificate of Occupancy.
- c. The Establishment shall have a maximum occupancy of 232. The summer garden shall have a maximum occupancy of 24. Applicant shall post its Certificate of Occupancy in public view at all times.

2. Hours of Operation and Sales. Establishment’s permitted hours of operation, and the Applicant cannot sell alcohol thirty minutes prior to closing:

| Day | Hours of Operation for the Interior Premises | Hours of Alcoholic Beverage Service for the Interior Premises | Hours of Operation for the Summer Garden | Hours of Alcoholic Beverage Service for the Summer Garden |
|-----------|--|---|--|---|
| Monday | 8:00AM to 1:00AM | 8:00AM to 12:30AM | 8:00AM to 9:00PM | 8:00AM to 8:30PM |
| Tuesday | 8:00AM to 1:00AM | 8:00AM to 12:30AM | 8:00AM to 9:00PM | 8:00AM to 8:30PM |
| Wednesday | 8:00AM to 1:00AM | 8:00AM to 12:30AM | 8:00AM to 9:00PM | 8:00AM to 8:30PM |
| Thursday | 8:00AM to 1:00AM | 8:00AM to 12:30AM | 8:00AM to 9:00PM | 8:00AM to 8:30PM |
| Friday | 8:00AM to 2:00AM | 8:00AM to 1:30AM | 8:00AM to 9:00PM | 8:00AM to 8:30PM |
| Saturday | 8:00AM to 2:00AM | 8:00AM to 1:30AM | 8:00AM to 9:00PM | 8:00AM to 8:30PM |
| Sunday | 8:00AM to 1:00AM | 8:00AM to 12:30AM | 8:00AM to 9:00PM | 8:00AM to 8:30PM |

- a. On days designated by the ABC Board as “Extended hours for ABC establishments,” the Applicant may serve alcoholic beverages for one additional hour beyond the agreed upon closing hour in this agreement.
- b. The Applicant agrees to have seating for 24 persons in the summer garden area whenever it is in use.

3. Noise.

- a. Applicant shall comply with applicable noise-control regulations, including, but not limited to, those in District of Columbia Municipal Regulations (DCMR) Title 20 and Title 25.
- b. Applicant shall take all necessary actions to ensure that music, noise, and vibration from the Establishment are not audible in any residential

premises, including, but not limited to, making architectural modifications to the Establishment.

- c. Applicant agrees not to have any amplified sound on the external of the Establishment.
- d. Applicant agrees to have a vestibule with two sets of internal front doors to limit noise disturbance. Applicant agrees to keep all windows and the interior-most set of vestibule doors, and all side alley or rear doors, closed during the operation of business to limit noise disturbance.
- e. If noise emanating from within the Establishment is audible at any time from the public sidewalk directly across Florida Avenue NW from the front doors of the Establishment (on the north side of Florida Avenue NW), then within 60 days of receiving notice, the Applicant will take all noise mitigation measures necessary to ensure that noise emanating from within the Establishment is not audible at any time from the public sidewalk directly across Florida Avenue NW from the front doors of the Establishment.
- f. Applicant shall post a conspicuous sign at each exit advising the necessity of quiet departure, per DCMR §22-1321 (“disorderly conduct”), that “[i]t is unlawful for a person to make an unreasonably loud noise between 9:00 p.m. and 7:00 a.m. that is likely to annoy or disturb one or more other persons in their residences.”
- g. Applicant will not allow patrons to use electronic devices such as speakers to play music while the patrons are seated in the sidewalk cafe area. Once Applicant realizes that patrons are using any electronic device to play amplified music, the Applicant shall notify patron that they must turn off the amplified music or exit the summer garden.
- h. Applicant shall receive deliveries only between 6:00 a.m. and 8:00 p.m., Monday through Saturday.

4. Requirement for Promoters and Entertainment

- a. Applicant will not allow any Promoter to operate in the Establishment for drinking or entertainment oriented activities. For purposes of this agreement, a Promoter is an individual who is not on Applicant’s payroll, or a business entity that is not controlled by Applicant or Applicant’s principals or employees, that receives fees or incentives for attracting patrons and. The definition of promoters will NOT include reputable media companies such as local “blogs” that may host or sponsor events for the benefit of themselves and/or the community, local government

public/private entities, fine arts driven/501c3 entities, the management team for a professional band or musician, brewery owners, companies whose main business is trivia/game or team sports related, or other reputable entities similar to the aforementioned.

- b. There will be no designated dance floor and shall not market, advertise or promote dancing. There shall be no dee jay (except record vinyl dee jays before 10 p.m.) or cover charge (except for charitable and political fundraisers). If amplification devices or televisions are used, Applicant must ensure that they cannot be heard from outside the Establishment, per the guidelines in DC Code 25-725. There will be no more than two live music events per week.

5. Trash and Odors.

- a. Applicant shall arrange for trash and recycling collection; and for grease removal a minimum of once per month. They will coordinate trash routine pickup and recycling with the establishments that are operating at this location. There shall be no trash pickup between the hours of 9:00 p.m. and 7:00 a.m.
- b. The Establishment shall not store or dispose of, or allow the storage or disposal of, any trash from the Establishment outdoors at any time and shall dispose of the Establishment's trash only in a covered dumpster or other supercans which are placed and stored inside of the building's trash room only until they are picked up by the trash removal service. The Applicant shall ensure that the trash room is kept clean at all times to prevent vermin infestation and shall inspect the alley after trash removal to ensure that no trash was discarded or left behind in the alley.
- c. Applicant shall keep the exterior of the Establishment free of litter, bottles, chewing gum, trash, and other debris clean at all times; and shall power wash outdoor areas where trash, recyclable materials, and grease are stored a minimum of twice per month. Applicant shall keep outdoor areas free of snow and ice during inclement weather.
- d. Applicant shall not create objectionable odors. Applicant shall take all reasonable actions to mitigate odors emanating from the Establishment, including, but not limited to, installing and maintaining high-efficiency grease extracting kitchen exhaust ventilation and filtering systems of sufficient design and capacity as to reduce the external emission of odors.

6. Rat and Vermin Control.

- a. Applicant shall eliminate potential attractions for rodents and other pests, including exterior sources of food, standing water, and shelter locations.
- b. Applicant shall contract with a licensed exterminator to inspect the Establishment a minimum of once per quarter and shall maintain recommended pest control measures.

7. Parking.

- a. The Applicant agrees to not allow a valet service for this establishment.
- b. The Applicant shall not permit employees, vendors, or contractors to park vehicles illegally or on streets signed with parking restrictions, including time-limited parking and resident-only parking.
- c. Applicant shall notify patrons, on Establishment website or other advertising, that there is limited parking in the vicinity and shall encourage the use of public transportation and/or car service at the corners of both 14 Street NW and 13th St NW. Applicant agrees to include up-to-date directions on its website to the nearest public parking garage.

8. Outdoors/Tree Barriers.

- a. Applicant agrees that the planters will have connector chains to clearly define seating area and summer garden furniture will be moved, rendered unusable and secured when not in use.
- b. Applicant agrees that it will not make use of any handbills, flyers or other similar advertisements in the marketing of its business, including not placing any such materials in the public space (including on trees, lampposts, street signs, or any vehicle parked in the public space).

9. Smoking.

- a. The Applicant will prohibit smoking on the premises.
- b. The Applicant will provide and maintain a cigarette receptacle on the front sidewalk outside of the Establishment.

10. Safety.

- a. The front door of the premises on Florida Avenue NW shall be the sole point of entry to the Establishment, and the Applicant shall not allow the customers to enter or exit through any other door, except in the event of emergency, real or perceived.

- b. The Applicant shall have at least one trained security personnel at the front door during predictably busy times, including Friday and Saturday nights after 8 p.m. and until closing.
- c. Applicant shall not encourage patrons to queue up for entry outside of the premises and shall make sure the line outside of the entrance does not block the walkway for pedestrians. The Applicant agrees to check identifications in the foyer of the Establishment. In the event of a queue which the Applicant cannot reasonably prevent, then the Applicant shall direct the queue towards 14th Street NW. The Applicant agrees not to set up stanchions on Florida Avenue NW.
- d. The Applicant agrees to maintain operational external security cameras covering the front entrance and in both directions leaving the front entrance (2 cameras minimum), the alleyway to the east of the Establishment (2 cameras minimum) and the rear alleyway of the Establishment (1 camera minimum). The Applicant also agrees to save all footage for a minimum of 30 days and provide the footage within 48 hours of a request by any person affiliated with ABRA or any law enforcement official. If security cameras are provided by the base building in these locations and the base building agrees to comply with the footage storage and provision requirements, it will relieve the Applicant from this obligation.

11. Compliance with Regulations.

- a. The Applicant shall comply with regulation of the Board, 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. Violations of agency regulations shall constitute a violation of this Agreement.
- b. To the fullest extent permissible by law, Applicant shall discourage loitering in the vicinity of the Establishment. Applicant agrees to monitor for and prohibit criminal activity within or about the Establishment and maintain contact and cooperate with MPD and other enforcement officials when known or suspected criminal activities occur.
- c. The Applicant shall encourage alcoholic beverage servers to take a course in alcohol awareness training, and agreeing to sponsor any employees who wish to take such training.

12. Participation in the Community. Applicant is encouraged, from time to time, to send a representative of the Establishment to community meeting(s).

13. Point of Contact. Applicant shall provide to ANC 1B and MHNA the name and current contact information, including cell phone and email address, of one of the principal owners, and a manager who shall be available to respond to complaints or comments. The Applicant will also make available to all the residents on the 1300th block of Florida Ave an email address to notify Applicant of noise complaints.
14. Binding Effect. This Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant during the term of the license to which this Agreement applies. Applicant agrees to specifically notify any prospective transferee, assignee, or contractee of the existence of this Agreement and to provide them with a copy.
15. Agreement Available Upon Demand. A copy of this Agreement shall be kept at the Establishment and made available to law enforcement officers and Alcoholic Beverage Regulatory Administration inspectors immediately upon request.
16. Modification of Settlement Agreement. This agreement can be modified only by mutual agreement of the parties with the approval of the ABC Board for acceptance and enforcement by the ABC Board, or as otherwise authorized by District law.
17. Notices.

- a. Notices shall be provided by email, U.S. Mail or hand-delivery as follows:

If to Protestants:
Advisory Neighborhood Commission 1B
2000 14th St., NW, Suite 100B
Washington, DC 20009
1b@anc.dc.gov

MHNA
Attn: Chris Young
C/o 2125 14th St. NW, #315W
Washington, DC 20009
president@meridianhilldc.org

If to Applicant:
Manhattan Laundry DC LLC, t/a Franklin Hall
1346 Florida Avenue, N.W.
Washington, DC 20009

- b. Failure to give notice shall not constitute waiver or acquiescence to the violation.

WHEREFORE, by the signing of the representatives of Applicant and Protestants, Applicant hereby agrees to aforementioned covenants and Protestants agrees to the issuance of the Class CT license to Applicant, and withdraws its protest, provided that this agreement is incorporated into the Board's order issuing a Class CT license, the issuance of which is conditioned upon compliance with this Settlement Agreement.

[SIGNATURE BLOCKS ON FOLLOWING PAGE]

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

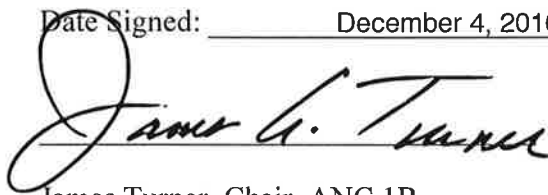
PROTESTANTS:

Advisory Neighborhood Commission 1B



LaKisha Brown, Secretary, ANC 1B04

Date Signed: December 4, 2016



James Turner, Chair, ANC 1B

Date Signed: December 4, 2016

Chris Young, President, MHNA

Date Signed: _____

APPLICANT:

Manhattan Laundry DC LLC, t/a Franklin Hall

By:  _____

Print Name/Title: Peter Bayne Managing Member

Date Signed: 12/1/16

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

PROTESTANTS:

Advisory Neighborhood Commission 1B

LaKisha Brown, Secretary, ANC 1B04

Date Signed: _____

James Turner, Chair, ANC 1B

Date Signed: _____

Chris Young, President, MHNA
president@merid:anhilldc.org
Date Signed: 12/1/2016

APPLICANT:

Manhattan Laundry DC LLC, t/a Franklin Hall

By: _____


Print Name/Title: Peter Bayne Managing Member

Date Signed: 12/1/16