

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

<b>In the Matter of:</b>	)	
	)	
1050 31st Street Liquor, LLC	)	
t/a Rosewood Washington DC Hotel	)	
	)	Case No.: 19-PRO-00031
Application for Substantial Change	)	License No.: ABRA-102245
to Retailer's Class CH License	)	Order No.: 2019-354
	)	
at premises	)	
1050 31st Street, NW	)	
Washington, D.C. 20007	)	

1050 31st Street Liquor, LLC, t/a Rosewood Washington DC Hotel (Applicant)

Lisa Palmer, Commissioner, Advisory Neighborhood Commission (ANC) 2E

Pamla H. Moore, President, Citizens Association of Georgetown (CAG)

**BEFORE:** Donovan Anderson, Chairperson  
Mike Silverstein, Member  
James Short, Member  
Bobby Cato, Member  
Rema Wahabzadah, Member

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**ORDER ON SETTLEMENT AGREEMENT AND  
DISMISSAL OF ANC 2E'S PROTEST**

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The Application filed by 1050 31st Street Liquor, LLC, t/a Rosewood Washington DC Hotel (Applicant), for a Substantial Change, was protested by ANC 2E.

The official records of the Board reflect that the Applicant, ANC 2E, and CAG entered into a Settlement Agreement (Agreement), dated May 13, 2019, 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; Commissioner Lisa Palmer, on behalf of ANC 2E; and Pamla H. Moore, on behalf of CAG; are signatories to the Agreement.

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

Accordingly, it is this 15th day of May, 2019, **ORDERED** that:

1. The Application filed by 1050 31st Street Liquor, LLC, t/a Rosewood Washington DC Hotel, for a Substantial Change, is **GRANTED**;
2. The Protest of ANC 2E in this matter is hereby **WITHDRAWN**;
3. The above-referenced Settlement Agreement 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, ANC 2E, and CAG.

District of Columbia  
Alcoholic Beverage Control Board

  
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Donovan Anderson, Chairperson

  
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Mike Silverstein, Member

  
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James Short, Member

  
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Bobby Cato, Member

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Rema Wahabzadah, 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 14<sup>th</sup> 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 BETWEEN ROSEWOOD WASHINGTON DC  
HOTEL, ADVISORY NEIGHBORHOOD COMMISSION 2E AND THE CITIZENS  
ASSOCIATION OF GEORGETOWN

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this g day of May 2019, by and between 1050 3 1<sup>st</sup> Street Liquor LLC, t/a Rosewood Washington DC Hotel ("Applicant"), Advisory Neighborhood Commission 2E ("ANC2E") and The Citizens Association of Georgetown ("CAG") also referred to collectively as the "Parties."

RECITALS

Whereas, the Applicant has applied to the Alcoholic Beverage Control Board (the "ABC Board") for a substantial change to its Class "C" Hotel License No. 102245 (the "License") for the Premises located at 1050 31 Street, NW (the "Premises"),

Whereas, the Applicant has requested that the Premises encompassed by the License be expanded so as to encompass six (6) newly renovated townhomes located at 1042, 1040, 1032 and 1026 3 1<sup>st</sup> Street NW and 3103 and 3105 South Street, NW, (together "the Expanded Premises");

Whereas, the Expanded Premises are immediately adjacent to and adjoining several privately-owned townhomes at 3109, 3107, and 3101 South Street NW and 1030, 1034, 1036, and 1038 3 1<sup>st</sup> Street, NW (together, "the Neighboring Premises"); and,

Whereas, the Parties wish to enter into a Settlement Agreement pursuant to D.C. Official Code 25-446 to address potential concerns related to peace, order and quiet and to support the ABC Board's approval of changes to Applicant's License conditioned upon the Applicant's compliance with the terms outlined in this Agreement.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the Parties agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Entertainment Endorsement. Applicant agrees to the following:
  - i. At no time will live entertainment be allowed within the Expanded Premises or on the patios which are contiguous to the Expanded Premises; ii. At no time will amplified sound be permitted on the patios which are contiguous to the Expanded Premises; iii. No music or other amplified sound played inside the Expanded Premises shall be audible in or around surrounding or adjoining residences at any time;
- IV. Applicant agrees to comply, and to require its patrons to comply, with all relevant noise-control provisions included within DC's laws and regulations;

v. Applicant shall address any reasonable noise concerns raised by occupants of the Neighboring Premises as soon as possible, including, for example, asking guests creating unreasonable (measured by volume, duration, and/or time of day) levels of noise on the patios contiguous to the Expanded Premises to move indoors or, if originating from inside the Expanded Premises, to close windows and/or reduce the noise level of their activities to a reasonable level consistent with DC noise laws; and vi. Applicant shall maintain clearly visible signage near the rear exits of the renovated townhomes which encourages its guests to be respectful of the surrounding neighbors.

3. Room Service Delivery to Expanded Premises.

- i. All deliveries by hotel personnel will be made via the back entrances of the Expanded Premises; at no time will hotel deliveries be made to the Expanded Premises via the doors located on 31 Street, NW and South Street, NW.
- ii. Employees of the Rosewood Hotel will utilize reasonable best efforts to ensure that all Room Service deliveries made, especially during late-night or earlymorning hours, will be done quietly in an attempt to not disturb the residents of the Neighboring Premises or hotel guests occupying townhomes within the Expanded Premises. Specifically, no room service carts or "trolleys" will be utilized in the passageway servicing the rear entrances to the townhomes on 31<sup>st</sup> and South Streets, NW or on the elevated sidewalks in front of the townhomes on 31<sup>st</sup> and South Streets, NW. — all room service deliveries shall be handcarried in that passageway. All personnel delivering room service orders to the Expanded Premises shall utilize headsets for communications purposes. Arrival of room service deliveries shall be announced by bells ringing only in the interior of the townhomes constituting the Expanded Premises or by telephone from the hotel's room service department — no door-knocking by delivery personnel shall be permitted. At no time shall the sound of ringing doorbells from one unit be heard inside another unit.

4. Trash and Recycling.

- i. All trash and recycling will be removed from the rear entrances to the townhomes constituting the Expanded Premises and stored in closed, rodentproof containers in a secure trash enclosure to be located to the rear of 1042 31<sup>st</sup> Street, NW pending removal by means of the public alley running along the North side of 1042 31<sup>st</sup> street, NW.
- ii. Applicant shall maintain said trash enclosure in a clean and orderly manner and will monitor the enclosure daily to ensure cleanliness. (The parties recognize that non-party residents and property owners will be invited to deposit non-hotel trash in the enclosure.) As part of maintaining the said trash enclosure in a clean and orderly manner:
  1. at no time will the hotel's trash enclosures be open except when trash is being added or removed from the rodent-proof containers;
  2. at no time will trash generated by the Applicant's operations be stored on the ground, along the passageway servicing the rear entrances to the Expanded Premises, on the patios contiguous to the Expanded Premises, or on the elevated sidewalks in front of the

- Expanded Premises and Neighboring Premises; and
3. any damaged or leaking containers shall be repaired or replaced at the earliest possible juncture.


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- hi. In order that the ground in and around the trash enclosures remains clean from both solids and any liquid runoff from the trash, Applicant will hose down the area surrounding the trash enclosure and the adjacent public alley daily (weather permitting).
  - iv. Applicant will contract for removal of trash from said enclosure a minimum of two times per week. Trash removal will not be permitted outside the hours of 7:00am to 9:00pm.
  - v. Applicant shall maintain a rodent and pest control contract with a company licensed to provide such services in the District of Columbia. Said contract will provide for prevention, inspection and remediation of rodent and pest infestations of the existing hotel Premises and the Expanded Premises monthly, or more often if inspection observations suggest.
  - vi. All trash will be stored and disposed of according to regulations set forth in Title 21, Chapter 7 and Title 21, Chapter 8 of the DC Municipal Regulations.
5. Participation in the Community. Applicant is encouraged to maintain open communication with the ANC2E, CAG, and residents of the Neighboring Premises.
  6. Binding Effect. This Agreement shall be binding upon and enforceable against the Applicant and successors and assigns of the Applicant.

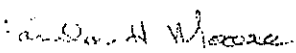
In consideration of the agreements set forth above, ANC2E and CAG shall, upon approval of this Agreement by the Alcoholic Beverage Regulation Administration, agree not to protest the application for a substantial change to the subject License, as herein provided.

IN WITNESS WHEREOF, The Parties have executed this Agreement as of the date first above written.

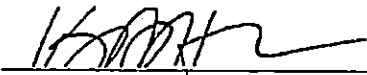
ADVISORY NEIGHBORHOOD COMMISSION 2E

By:   
\_\_\_\_\_  
Signatory: Lisa Palmer, Commissioner ANC2E05

THE CITIZENS ASSOCIATION OF GEORGETOWN

By:   
\_\_\_\_\_

Signatory

By:   
-10 | acher, Member

1050 31<sup>st</sup> STREET LIQUOR LLC, TIA ROS  
OD WASHINGTON DC