

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

<b>In the Matter of:</b>	)	
	)	
Howard Theatre Entertainment, LLC	)	
t/a Howard Theatre	)	
	)	Case No.: 16-PRO-00049
Holder of a	)	License No.: ABRA-088646
Retailer's Class CX Multipurpose Facility License	)	Order No.: 2016-520
	)	
at premises	)	
620 T Street, N.W.	)	
Washington, D.C. 20001	)	
	)	

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

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

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**ORDER ON SETTLEMENT AGREEMENT AND  
WITHDRAWAL OF ANC 1B'S PROTEST**

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The Application filed by Howard Theatre Entertainment, LLC, t/a Howard Theatre (Applicant), for renewal of its Retailer's Class CX Multipurpose Facility License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on June 13, 2016, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 1B entered into a Settlement Agreement (Agreement), dated August 17, 2016, 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 and Chairperson James A. Turner and Commissioner Brian Footer, on behalf of ANC 1B, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 1B of this Application.

Accordingly, it is this 21st day of September, 2016, **ORDERED** that:


1. The Application filed by Howard Theatre Entertainment, LLC, t/a Howard Theatre, for renewal of its Retailer's Class CX Multipurpose Facility License, located at 620 T Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 1B in this matter is hereby **WITHDRAWN**;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, except for the following modification:


Section A (Noise) – The language “in accordance with DCMR 905” shall be replaced with the language “in accordance with D.C. Official Code § 25-725.”

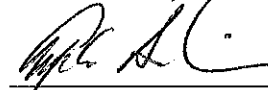
The parties have agreed to this modification.

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

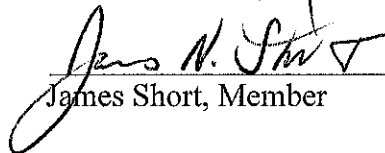
District of Columbia  
Alcoholic Beverage Control Board

  
\_\_\_\_\_  
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 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 Concerning Issuance of Class C License to  
Howard Theater Entertainment, LLC, 620 T Street, N.W., Washington, DC 20001**

THIS AGREEMENT made and entered into August 17, 2016 by and between Howard Theater Entertainment, LLC ("Applicant") and ANC1B ("Protestant") witnesses.

Whereas Applicant has filed license renewal application with the District of Columbia Alcoholic Beverage Control Board ("ABC Board") for a retailer Class C 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, including preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with DCMR 905. Applicant will regularly monitor to assure no impact on nearby residents. The front and rear door will remain closed except to allow entrance to and exit from the building.

**B. FOOD AND ALCOHOL SERVICE.**

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

Day	Hours of Alcoholic Beverage Service Inside	Hours of Operation Inside
Monday	11:00AM to 2:00AM	11:00AM to 2:00AM
Tuesday	11:00AM to 2:00AM	11:00AM to 2:00AM
Wednesday	11:00AM to 2:00AM	11:00AM to 2:00AM
Thursday	11:00AM to 2:00AM	11:00AM to 2:00AM
Friday	11:00AM to 3:00AM	11:00AM to 3:00AM
Saturday	10:00AM to 3:00AM	10:00AM to 3:00AM
Sunday	10:00AM to 2:00AM	10:00AM to 2:00AM

- HOLIDAY HOURS: Applicant shall have the right to obtain ABC Board approval to sell or serve alcoholic beverages inside until 3:00 AM on District and federal holidays and various holiday weekends.

C. TRASH/GARBAGE/RODENTS. Applicant shall:

- Maintain trash/garbage removal service at least four times weekly and see that the trash and dumpster area remains clean.
- Schedule recycling pick up by contractors to commence no earlier than 9:00AM and no later than 11:00 PM.
- Properly maintain trash dumpster(s) so that they close properly and do not leak.
- Only use rodent-proof dumpsters and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed.
- Make every reasonable effort to keep public space outside the premises clean of trash and debris, including the alley behind and area in front of the premises.
- Make every reasonable effort to eliminate accessible food sources for rodents and eliminate the rat population.
- Have professional extermination services or provide them as needed.
- Provide for the proper removal of grease and fatty oils from the establishment.
- No recyclables will be dumped outside of the building between 11:00 PM and 9:00 AM.

D. CAPACITY AND SECURITY. Applicant shall:

- Adhere to its occupancy limit at all times as specified in its Certificate of Occupancy Permit, which shall remain posted in public view at all times.
- Have security personnel employed by the applicant undergo security training within 45 days of the hiring date.
- Police the immediate environment of premises.

E. PARKING AND VALET. Applicant will

- Encourage public transit use, and will encourage patrons to use nearby public parking facilities rather than parking on residential streets via signage and the website.
- Upon entering into an agreement with a Valet, make every reasonable effort to secure space in a parking garage or parking lot in order to reduce impact to residential parking.

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.

H. BINDING EFFECT. This Voluntary Agreement shall be binding upon and enforceable against the successors and the Applicant during the term of the license to which this Voluntary Agreement applies.

If to Applicant:

Bsion Bensusan

620 T Street, N.W.

Washington, DC 20001

Email: tb@bluenote.net with copy to erin@bbkingblues.com

If to Protestants:

ANC1B,

Attn: Brian Footer, ANC 1B01,

Frank D. Reeves Municipal Center,

2000 14th St., NW, Suite 100B,

Washington, DC 20009,

1b01@anc.dc.gov


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

SIGNATURE BLOCKS

Accordingly, on this 17 day of August 2016 it is ordered that the Settlement Agreement between Applicant and Protestant is incorporated into the ABC Board's order issuing Applicant a Class C license.


Applicant:

Howard Theater Entertainment, LLC

 8/17/16  
Name Date

Protestants:

ANC 1B01

 Aug 17, 2016  
Brian Footer, Commissioner Date

ANC 1B

 Aug 17, 2016  
James Turner, Chair of ANC 1B Date