THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:		
Three Bears, LLC t/a The Little Gay Pub		
Applicant for a New Retailer's Class CT License	Case No.: License No.: Order No.:	23-PRO-00019 ABRA-123582 2023-111
at premises 1100 P Street, NW Washington, D.C. 20005		

Three Bears, LLC, t/a The Little Gay Pub, Applicant

Andrew Kline, Counsel, on behalf of the Applicant

Joe Florio, Chairperson, Advisory Neighborhood Commission (ANC) 2F, Protestant

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Bobby Cato, Member
Rafi Aliya Crockett, Member
Jeni Hansen, Member
Edward S. Grandis, Member

ORDER ON SETTLEMENT AGREEMENT AND WITHDRAWAL OF ANC 2F'S PROTEST

The Application filed by Three Bears, LLC, t/a The Little Gay Pub (Applicant), for a New Retailer's Class CT License, was protested by ANC 2F.

The official records of the Board reflect that the Applicant and ANC 2F entered into a Settlement Agreement (Agreement), dated March 1, 2023, that governs the operations 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 Joe Florio, on behalf of ANC 2F, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 2F of this Application.

Accordingly, it is this 8th day of March 2023, **ORDERED** that:

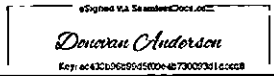
1. The Application filed by Three Bears, LLC, t/a The Little Gay Pub, for a New Retailer's Class CT License, located at 1100 P Street, NW, Washington, D.C., is **GRANTED**;

2. The Protest of ANC 2F in this matter is hereby **WITHDRAWN**;

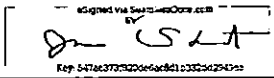
3. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and

4. Copies of this Order shall be sent to the Parties.

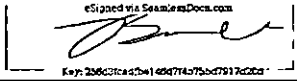
District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson



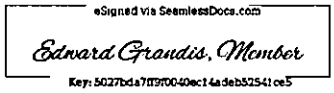
James Short, Member



Bobby Cato, Member

Rafi Crockett, Member

Jeni Hansen, Member



Edward S. Grandis, Member

Pursuant to D.C. Official Code§ 25-433(d)(l), 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 II 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 thilty (30) days of the date of service of this Order, with the District of Columbia Coult 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

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 1 day of March, 2023, by and between Three Bears LLC ("Applicant") and Advisory Neighborhood Commission 2F ("ANC 2F").

RECITALS

(a) Applicant has applied for a Retailer Class C Tavern License (the "License") for a business establishment ("Establishment") located at 1100 P Street NW, Washington, DC (the "Premises"); and,

(b) Applicant desires to cooperate with the ANC in order to mitigate concerns related to the potential impact of operation of the Establishment on the surrounding community; and,

(c) In lieu of contested protest proceedings regarding the application for the License, the Parties wish to enter into a Settlement Agreement pursuant to D.C. Official Code § 25-446 to address such concerns:

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. Nature of the Business. The applicant will manage and operate a Class "C" Tavern. Any change from this model shall require prior approval by the ABC Board.

3. Hours of Operation. It is understood that upon expiration of the below hours of operation, no patron may remain on the interior or exterior of the Premises. Applicant's hours will not exceed the following:
    a. Standard hours shall be no later than:
        i. Sunday – Thursday: 8am to 1:30am
        ii. Friday – Saturday: 8am to 3 AM

    Additionally:
    a. Alcohol service shall end 30 minutes prior to closing.
    b. Exceptions to the standard hours shall be granted for:
        iii. Days designated by the ABC Board as "Extended Hours for ABC Establishments" or "Daylight Savings Time Extension of Hours" - Applicant may operate for one additional hour (that is, one hour later);
        iv. In the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours for specific occasions, such as Inauguration or World Cup, Applicant may avail itself of such extended hours;
        v. And, on January 1 of each year Applicant may operate for one additional hour.

4. Sidewalk Café. The Applicant may have outside seating in accordance with a sidewalk café endorsement to its ABC license and a duly-issued public space permit, and may serve alcoholic beverages to seated patrons in such area, provided, the total capacity for such sidewalk café shall not exceed 75 seats. Any increase in such seating shall require approval of the District of Columbia Public Space Committee and approval by the ABC Board. Applicant shall not serve alcoholic beverages on its sidewalk café later than
    a. Sunday – Thursday: 8am to 11:00pm
    b. Friday – Saturday: 8am to 12:00am

    Applicant will inspect the sidewalk cafe regularly for compliance.

5. Summer Garden. The Applicant may have outside seating in accordance with a summer garden endorsement to its ABC license; patrons may be served in the summer garden area only during the below hours and shall otherwise be free of patrons.
    a. Sunday – Thursday: 8am to 11:00pm
    b. Friday – Saturday: 8am to 12:00am

    Applicant will inspect the summer garden regularly for compliance.

6. Entertainment Endorsement. The Entertainment Endorsement shall apply to inside the premises only. No amplified music or sounds shall be placed in the Sidewalk Café or Summer garden.

7. Noise. Applicant shall adhere to DC Code 25-725 with respect to emanation of noise from the establishment. Applicant shall undertake such measures as reasonably are required to preclude unreasonable disturbance to occupants of abutting residential properties from emanation of noise or vibration from the Establishment, including from patrons at, entering, or exiting the establishment. Applicant shall present only recorded background music. Applicant will not install any exterior speakers to the Establishment, and agrees that no speakers will be installed in or in any way directed to the sidewalk café or summer garden.

8. Public Space – ADA Compliance. Applicant shall make every reasonable accommodation to meet or exceed the expectations of the Americans with Disabilities Act.

9. Public Space and Trash. Applicant shall keep the sidewalk (up to and including the curb), tree boxes and alley free of litter, bottles, chewing gum, trash, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas daily for refuse and other materials. Applicant shall also provide cigarette urns and cigarettes butt receptacle wherever patron gather to smoke.

10. Trash and Recycling. Applicant will contract with a trash and recycling contractor to provide sealable container(s) for trash, food waste, and recycling designed to prevent rodent intrusion, and further agrees to keep the containers closed and sealed at all times when waste is not being disposed. Applicant further agrees to hold all trash, food waste, and recycling within the building until the morning of the scheduled pick-up. The Applicant shall require its trash and recycling contractors to pick up trash and materials not earlier than 7:00 a.m. Applicant's employees shall not dispose of bottles or glass into trash containers or dumpsters in a manner which creates noise audible outside of the premises after 11:00 p.m.

11. Rat and Vermin Control. Contract with a professional, licensed rat, pest, and vermin control company to provide for weekly control for the interior and exterior of the premises to control pests. The professional will use, correctly locate, and secure enclosed rat traps (not bait stations), replace worn out parts inside the traps periodically and take reasonable measures to prevent food and grease from washing down alleys and streets. Restaurant equipment, such as but not limited to kitchen mats and hood vent filters, should be cleaned offsite and not in the surrounding area of the restaurant. Power washing in surrounding areas is prohibited. Trash receptacles should be removed from the premises monthly to be cleaned.

12. Patrons. Applicant shall take reasonable steps to prevent its patrons from causing noise or disturbances in front of, or immediately adjacent to, the Establishment during the hours of operation and as they depart at closing.

13. Complaint Log. The Establishment's website will prominently feature the name and contact information for an individual to which any comments about the operation of the establishment may be addressed. The Applicant shall maintain a log for every complaint lodged with the establishment for any issue relating to this Agreement, including, but not limited to, complaints of noise, parking congestion, traffic congestion, security, trash, rodents, incidents, violence, crime, and/or operating hours. The log shall include, for each separate complaint, to the extent provided by any such complainant, the name of the complainant, the date of the complaint, any contact information provided by the complainant, the nature of the complaint, and the response taken by the Applicant or the Establishment. Every complaint shall be kept on file in the complaint log for a minimum of three years from the date on which the complaint was made. Applicant shall make the complaint log available to the Board for inspection and copying upon reasonable advance request.

14. Agreement Available Upon Demand. A copy of this Agreement shall be kept on the premises and made available to law enforcement officers and Alcoholic Beverage Regulatory Administration inspectors immediately upon request.

15. Compliance with ABRA Regulations. Applicant shall abide by applicable Alcoholic Beverage Administration (ABRA) regulations regarding ownership of the License.

16. Participation in the Community. Applicant is encouraged to send a representative from time to time to meetings of the ABRA Policy Committee of ANC 2F. Participation in such meeting promotes open lines of communication, neighborhood involvement, and awareness of current ABRA issues. Dates and times can be found at www.ANC2F.org.

17. License Ownership. Applicant agrees not to transfer or sell the license to any other entity before obtaining approval from the Alcohol Beverage Control Board. Applicant agrees to specifically notify any prospective transferee of the existence of this Agreement and to provide them with a copy.

18. Binding Effect. This Agreement shall be binding upon and enforceable against the successors of the Applicant.

19. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

20. Notice and Opportunity to Cure. In the event that either party believes that the other materially breached any obligations under this Agreement, such party shall give written notice to the other of the existence of the breach and the specific nature thereof. The party alleged to be in breach shall have fourteen (14) days from the receipt of notice to cure the alleged breach (or if the breach shall relate to excessive noise or disturbance, the lesser of 72 hours or such shorter period as may be reasonable under the circumstances to immediately restore peace, order and quiet). If the breach is not cured within the notice period—or, with respect to a breach which

reasonably requires more than fourteen (14) days to cure, efforts to cure the breach have not been commenced— failure should constitute cause for the ANC to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(e) in order to enforce the provisions of the Agreement. In the case of a continuing violation, no notice or opportunity to cure need be provided for subsequent violations of this Agreement, following the initial provision of notice. Any notices required to be made under this Agreement shall be in writing and sent either via e-mail or U.S. mail, postage prepaid, to the parties to this Agreement at the addresses below. Notice shall be deemed given as of the time of receipt or refusal of receipt.

If to Applicant: Three Bears LLC
1100 P Street NW
Washington, DC 20005

If to the ANC: Advisory Neighborhood Commission 2F
5 Thomas Circle, NW
Washington, DC 20005
ANC2FOffice@gmail.com

Either party may change its notice address by written notice to the other. Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

ADVISORY NEIGHBORHOOD COMMISSION 2F

By: _____
Joe Florio, Chairman, ANC 2F

APPLICANT

By: _____
Signatory