

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

In the Matter of:)	
)	
DC Four Lessee, LLC)	
t/a Viceroy Washington DC/Dovetail/BPM/Hush)	
)	
Applicant for a Renewal of a)	Case No.: 22-PRO-00032
Retailer's Class CH License)	License No.: ABRA-079243
)	Order No.: 2022-587
at premises)	
1430 Rhode Island Avenue, NW)	
Washington, D.C. 20005)	
)	

DC Four Lessee, LLC, t/a Viceroy Washington DC/Dovetail/BPM/Hush, Applicant

Sherene Joseph, Commissioner, Advisory Neighborhood Commission (ANC) 2F,
Protestant

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

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

The Application filed by DC Four Lessee, LLC, t/a Viceroy Washington DC/Dovetail/BPM/Hush (Applicant), for renewal of its Retailer's Class CH License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on June 27, 2022, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Alcoholic Beverage Control Board (Board) reflect that the Applicant and ANC 2F have entered into a Settlement Agreement (Agreement), dated July 15, 2022, 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 Commissioner Sherene Joseph, 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 3rd day of August 2022, **ORDERED** that:

1. The Application filed by DC Four Lessee, LLC, t/a Viceroy Washington DC/Dovetail/BPM/Hush, for renewal of its Retailer's Class CH License, located at 1430 Rhode Island Avenue, 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 The Protest of ANC 2F in this matter is hereby **WITHDRAWN**;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, except for the following modification:

Section 12 (Complaint Log) – Last sentence, the language “Applicant shall make the complaint log available to the ANC and Board for inspection and copying upon reasonable advance request” shall be replaced with the language “Applicant shall make the complaint log available to the Board for inspection and copying upon reasonable advance request.”

The parties have agreed to this modification.

4. Copies of this Order shall be sent to the Applicant and ANC 2F.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: e13266246c3529e4c730093d162c09

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 547aa37352060da8d1b333d2549c

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 256d32c4d7be145d774c75bd7917c20c

Bobby Cato, Member

eSigned via SeamlessDocs.com
Rafi Aliya Crockett, Member
Key: b560e91845e179e4016155e5c1291c2

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 82172931755084c7431b369c2a418f8

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5027bda789f0040ec14adeb52541ce5

Edward S. Grandis, 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 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 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

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 15 day of July, 2022, by and between DC Four Lessee LLC ("Applicant") and Advisory Neighborhood Commission 2F ("ANC 2F").

RECITALS

(a) Applicant has applied to renew its license Class CH (Hotel) for a business establishment ("Establishment") located at 1430 Rhode Island Avenue NW, Washington, DC (the "Premises"); and,

(b) ANC 2F filed timely protest against the issuance of the license pursuant to D.C. Code 25-601 (4)

(c) 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,

(d) 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 manages and operates a full-service hotel with a patio summer garden (the "Patio") and a rooftop summer garden (the "Rooftop") . Any change from this model shall require prior approval by the ABC Board.
3. Hours of Operation. The hours of alcoholic beverage service on the Patio are as follows: 11:00 am to 12:00 am (midnight) seven (7) days a week. Applicant's hours for food service on the Patio are as follows: 7am to 12:00 am seven (7) days a week. Up until one (1) hour prior to closing the Patio, Applicant's kitchen facilities shall remain open with full menu service. Applicant's hours of operation of the Rooftop are as follow: 8am to 10:00pm from Sunday to Wednesday and 8am to 12:00am from Thursday to Saturday.
4. Occupancy. The swimming pool on the Rooftop is for use of Hotel guests (and their legitimate guests) only. The swimming pool will be closed when the Rooftop is open to the general public or for private events not open to the general public. The maximum occupancy for the Rooftop when the pool is closed is 72. No smoking will be permitted on the Rooftop. In order that litter may be avoided, only non-disposable tableware and barware shall be utilized on the Rooftop. Occupancy of the Patio is forty five (45) people seated. There is no permanent outdoor bar with seating, however, a portable service bar, only, may be utilized outdoors. Applicant may expand its occupancy of the outdoor seating by no greater that twenty (20) percent without amendment of this Agreement.
5. 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. Recorded music shall not be played prior to 12:00PM on weekends or on Federal Holidays.

6. Continuing Cooperation

- a. The Licensee will provide all Parties the phone number of the Hotel to reach the manager on duty. If residents contact the manager on duty, who is responsible for the compliance with the provisions of this agreement, the manager on duty will promptly determine whether sound levels exceed requirements of this Agreement and, if so, will promptly lower sound levels or undertake such measure as may be needed to comply with this Agreement and applicable law, including removal of disorderly patrons.
- b. Without limiting the generality of the foregoing, the Licensee agrees to review and take any action reasonably required to ensure ongoing compliance with this Agreement, including without limitation, developing policies to avoid complaints. If there are noise complaints from local residents, the Licensee shall take all steps reasonable required to address such complaints, including the installation of additional noise controls as necessary to ensure Licensee's compliance with applicable law and this Agreement
- c. The Licensee shall maintain readily visible signage at the entry point to the summer garden reminding patrons that they are in a residential neighborhood and requesting that their enjoyment of the rooftop be in a respectful and orderly manner. The Licensee shall remove from the summer garden any person who fails to adhere to this admonition.
- d. The Licensee shall put in appropriate barriers around the boundaries of the rooftop summer garden and employ other mitigation strategies as needed to prevent littering over the edge of the rooftop onto the neighboring residential properties.
- e. The Licensee agrees that an employee with understanding of the terms of this Agreement and applicable law will be physically present at the rooftop summer garden during all hours of operation and will monitor sound levels to ensure compliance.

7. Public Space – ADA Compliance. Applicant shall comply with the Americans with Disabilities Act.

8. Public Space and Trash. Applicant shall keep all public space, including the sidewalk (up to and including the curb), tree boxes and any portion of the alley related to the Establishment 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. In the event the Establishment allows for smoking in any areas of the Premises, it shall provide cigarette urns and cigarette butt receptacle wherever patron gather to smoke. Applicant shall adhere to all Zoning requirements regarding parking and tour bus congestion, including limiting parking in the front of the property to short term use.

9. 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. 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.

10. Rat and Vermin Control. Applicant will maintain a contract with a professional, licensed rat, pest, and vermin control company to provide for routine control for the interior and exterior of the premises as needed to control pests.
11. 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.
12. Complaint Log. The Establishment's website will feature the contact information for the Establishment 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 ANC and Board for inspection and copying upon reasonable advance request.
13. 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.
14. Compliance with ABRA Regulations. Applicant shall abide by applicable Alcoholic Beverage Administration (ABRA) regulations regarding ownership of the License.
15. 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.
16. 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.
17. Binding Effect. This Agreement shall be binding upon and enforceable against the successors of the Applicant. This Agreement shall supersede any prior settlement agreement between the Parties as to both the Rooftop and the Patio.
18. 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.
19. 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

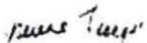
of the existence of the breach and the specific nature thereof. The party alleged to be in breach shall have fourteen (14) days from the receipt of notice to cure the alleged breach (or if the breach shall relate to excessive noise or disturbance, the lesser of 72 hours or such shorter period as may 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: Viceroy Washington DC / Dovetail / BPM / Hush
1430 Rhode Island Ave NW

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: 
Sherene Joseph
Chairman

APPLICANT
By: 
DC Four Lessee LLC