

SETTLEMENT AGREEMENT CONCERNING ISSUANCE OF ABC LICENSE FOR SALE OF ALCOHOLIC BEVERAGES

AGREEMENT, made and entered into this 3rd day of June, 2020, by and between Falafelshop Inc., t/a Amsterdam Falafelshop Admo (Applicant), Advisory Neighborhood Commission 1C (ANC 1C) and the Kalorama Citizens Association (KCA). These are the Parties.

Whereas, Applicant has filed an Application with the District of Columbia Alcoholic Beverage Control Board (hereinafter the “Board”) for the issuance of a new Class CR-01 License (No. _____) to be located at 2425 18th Street, NW, Washington DC 20009,

Whereas, the proposed establishment is located within ANC 1C and the KCA’s membership boundaries.

Whereas, in recognition of the Board’s policy of encouraging parties to settle their differences by reaching Settlement Agreements, the Parties desire to enter into an agreement whereby (1) Applicant will agree to adopt certain measures to address ANC 1C's and KCA's concerns and to include this Agreement as a formal condition of its Application, and (2) ANC 1C and the KCA agree to the issuance of the license, provided that this Agreement is incorporated into the Board’s Order approving issuance, which order is then conditioned upon compliance with the Agreement.

Now, therefore, in consideration of the mutual covenants and undertakings memorialized herein, the Parties agree as follows:

1. Operation

At all times, the Applicant shall operate as a bona-fide restaurant with the primary purpose of food preparation and consumption. There shall be adequate food and food service supplies on hand to fulfill menu orders, and adequate staff to serve patrons. The kitchen shall be open and operational with cooked food menu items available during all the restaurant’s hours of operation each day that it is open for business.

During the Coronavirus Emergency, any alcoholic beverage may be delivered to or picked up by customers provided at least one food item is also part of the order.

2. Premises.

Applicant agrees that the area of premise for service of food and alcoholic beverages is the first floor and the front sidewalk cafe at 2425 18th Street, NW.

3. Hours of Operation for sales, service and consumption of alcoholic beverages

First Floor Inside and Street level Sidewalk Cafe: Alcohol sales, service and consumption will begin at 11:00 am and end at 11:00 pm each day of operation.

Overall operating hours for both inside and sidewalk cafe

Sunday & Monday: 11 am - 12:00 midnight; Tuesday & Wednesday: 11 am - 2:30 am

Thursday: 11 am - 3 am;

Friday & Saturday: 11 am - 4 am

4. Occupancy

Inside capacity will not exceed: 19

Sidewalk Cafe capacity will not exceed: 10

5. Noise & Music

Applicant acknowledges familiarity with and will comply with all applicable noise-control provisions of District of Columbia law and regulations, including, but not limited to:

a.) 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 D.C. Official Code § 25-725 (2001). Further, the Applicant agrees to abide by all relevant provisions of the D.C. Noise Control Act of 1977 (D.C. Law 2-53), including 20DCMR, Chapters 27 and 28, as amended.

c.) Sound from inside will not be audible at surrounding residential housing areas.

d.) The parties agree and acknowledge that the application does not include a request for an Entertainment Endorsement.

6. Trash/Garbage/Rodents/Recycling

a.) Applicant shall maintain regular trash/garbage removal service, regularly remove trash from the trash area, and see that the trash area remains clean. Applicant shall deposit trash and garbage only in rodent-proof containers and shall see that container covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant will make every reasonable effort to eliminate food sources for rodents to help eliminate the rat population.

b.) Applicant agrees that the establishment's trash/garbage and recycling containers will remain tightly secured and that any bags placed inside will be tightly sealed.

c.) Applicant agrees to segregate bottles (and to recycle bottles, cans and cardboard in accordance with DC Law) from trash and agrees there will be no dumping of empty bottles outside or pickup of the recycling and refuse in the alley behind the restaurant between the hours of 11:00 pm and 8:00 am, seven days a week.

d.) Applicant will provide for the proper removal and recycling of grease and fatty oils from the establishment. Applicant agrees never to place any container holding grease or fatty oils in his trash/garbage container

7. Exterior, Including Public Space

Applicant shall assist in the maintenance of the alleyway behind and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable DC laws and regulations in these respects.

8. Miscellaneous

a) Applicant agrees not to place outside in the public space Sidewalk Café any loudspeaker, tape player, CD player, or other similar device, or to place any inside speaker in such a way that it projects sound into the public space.

b) Applicant agrees to operate the establishment under the terms of its license and will not rent

out, or otherwise make available the establishment to third parties for events where the owner-manager is not present and managing the business.

9. Bar/Pub Crawls

Applicant agrees not to promote or participate in bar or pub “crawls”, “tours”, or similar events, or events where patrons are delivered from one ABC establishment to another during one day, via a motor vehicle.

10. Consideration

Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front of the premises during business hours and at closing, and to cause patrons to leave quietly at closing. Applicant will encourage employees and patrons leaving the establishment to keep conversations and noise to a minimum upon leaving the establishment.

11. Modification

This Agreement can be modified only by the ABC Board, by mutual agreement of all the parties with the approval of the ABC Board, or as required by District law. In the case of modification by ANC 1C, any modification must be approved by a majority of the commissioners at a regularly scheduled public meeting.

12. Regulations

In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations.

13. Availability of Cooperative Agreement

Applicant agrees to keep available at all times a copy of this Agreement at the establishment and to familiarize all employees with its conditions.

For Amsterdam Falafel, 2425 18th St., NW:

For ANC 1

By: _____
Signature Date

By: _____
Signature Date

Title (please print)

Title (please print)

For Kalorama Citizens Association



Denis James, President Date

