



Made this 22nd day of April, 2024
by and between

Pascual

732 Maryland Ave, NE, Washington, DC 20002

and Advisory Neighborhood Commission 6A/C

Witnessed

Through this Settlement Agreement, both parties aim to create an environment whereby the applicant may operate as a viable contributing business to the Near Northeast community, while curtailing any adverse effects the business could have on the surrounding neighborhood. The Applicant is encouraged to work regularly with the ANC, neighborhood associations, and residents to ensure the business operations do not adversely affect the surrounding neighborhood. All parties believe the statements and provisions contained in this agreement are reasonable and must become integrated into the day-to-day operations of the establishment.

The Applicant's premises is within the boundaries of ANC 6A/C. The parties desire to enter into an agreement regarding the issuance, renewal, or modification of a Retailer's Class "A" or Class "B" Liquor License or Medical Cannabis Business License, including any special endorsements. The parties wish to state their mutual commitment to neighborhood peace, safety, and equity. Both parties recognize the importance of commercial districts and limited commercial operations within residential districts and of adjacent neighborhoods that are safe, clean, and pedestrian-friendly.

The Parties Agree As Follows:

1. **As Required by District of Columbia Law:** Listed for informational purposes only:
 - 1.1. **Public Space:** Applicant shall not allow parking on sidewalks or in RPP or other restricted zones and not locate trash bins, chairs, tables, or other items on public space without a public space permit.
 - 1.2. **Alcohol, Cannabis, and Other Controlled Substances:** Applicant shall comply with all laws related to production, sales, distribution, and use of alcohol, cannabis, and other controlled substances.
 - 1.3. **Written Notification (24 Hours):** As required by Section 5604.4 of the District of Columbia Municipal Regulations, the establishment will provide to the ABCA and Law Enforcement Written Notice, within 24 hours of discovery of evidence of the following 'triggering events:' (1) actual loss, theft or diversion of Medical Marijuana; (2) any alarm activation; (3) any other event which requires public safety response; (4) any breach of security; (5) the failure of the security alarm system due to loss of electrical support or mechanical support; (6) fire; (7) any incident involving hazardous material; and (8) any incident that requires an emergency response.
 - 1.4. **Noise:** Applicant shall comply with [DC Code § 25-725: Noise from licensed premises](#), including that the

Settlement Agreement between Pascual and ANC6A/C

Applicant “shall not produce any sound, noise, or music of such intensity that it may be heard in any premises other than the licensed establishment”.

2. As Required by ANC 6A/C:

2.1. **Noise and Odor Mitigation:** Applicant shall:

- 2.1.1. Ensure that cannabis or hookah smoke or smells are not of such intensity that it is detectable in any premises other than the licensed establishment.
- 2.1.2. Monitor outdoors areas to ensure guests do not raise their voices above normal speaking tones, enclose the entire perimeter of a summer garden and/or sidewalk cafe with a fence or other barrier, and not offer any type of entertainment or pre-recorded music outdoors.
- 2.1.3. Close sidewalk cafes and/or summer gardens by 11:00pm Sunday through Thursday evenings and by 12:00am on Friday and Saturday evenings. Sale and consumption of alcoholic beverages must end at that time and the patio must be cleared of all patrons and staff.

2.2. **Public Safety:** Applicant shall:

- 2.2.1. Make every reasonable effort to prohibit and prevent crime and patron rowdiness, including refusing admission/service to rowdy and/or unruly persons.
- 2.2.2. Call appropriate emergency services if Applicant observes illegal or dangerous activity or situations.
- 2.2.3. Keep a written record of dates and times (a "call log") when the Applicant calls emergency services for assistance;
- 2.2.4. Maintain a detailed incident log. An incident is defined as any activity by patrons of the establishment that lead to acts of violence or damage to property. Each incident will contain the date, time, and location of each incident with a concise summary. Guests and staff involved or witnesses of the incident will be identified and listed. If there is a medical or police response, that information will also be noted.
- 2.2.5. Provide their call log and incident log to the ABC Board or ANC upon request.
- 2.2.6. Maintain a security plan mutually acceptable to the ANC and applicant if included as part of this agreement.

2.3. **Sanitation:** Applicant shall:

- 2.3.1. Maintain public space (minimally the front sidewalk up to and including the gutter in front of the subject premises, and the alleyway behind or on the side of the subject premises) adjacent to the establishment in a clean and litter-free condition.
- 2.3.2. Pick up trash and recycling a minimum of twice daily, once before business hours and after closing.
- 2.3.3. Maintain regular trash, garbage, and recycling removal service; regularly remove trash and recycling from the trash and dumpster area; and see that the trash and dumpster area remain clean.
- 2.3.4. Follow all recommendations on the DC Health “Using Dumpsters to Prevent Rodent Problems” webpage.¹

2.4. **Other:**

- 2.4.1. Applicant shall make best efforts to prevent illegal public consumption of alcohol or cannabis adjacent to the licensed premises.
- 2.4.2. Applicant is encouraged to attend or send a representative, from time to time, to ANC 6A public meetings posted on anc6a.org

¹ <https://dchealth.dc.gov/service/using-dumpsters-prevent-rodent-problems>

3. As Required to Modify or Enforce this Settlement Agreement: Applicant and ANC agree:

- 3.1.1. To retain a copy of this Settlement Agreement in the establishment and on the ANC website and have it available for review upon request.
- 3.1.2. That if any provision of this agreement or any portion thereof is held to be invalid or unenforceable, the remainder of the agreement shall nonetheless remain in full force and effect.
- 3.1.3. To respond within 10 days to any party that believes in good faith that the Applicant or ANC is in violation of this agreement and provides a written notice specifying the alleged violation to the applicant. In cases where the defaulting Party reasonably requires more than 10 days to come into compliance, the defaulting Party shall, within 10 days, make substantial efforts toward compliance and pursue those efforts until the default is corrected.
- 3.1.4. That if the applicant should breach the conditions of this agreement and fail to come into compliance or make substantial efforts toward compliance, ANC 6A and/or its committees, or others may immediately petition the Alcoholic Beverage and Cannabis Administration (ABCA) to investigate violations of this agreement and take appropriate actions per 23 D.C.M.R.
- 3.1.5. This agreement is binding on the applicant and its successors and that it will continue in force for any and all subsequent license holders at this location.
- 3.1.6. Modifications of this agreement are permissible by mutual agreement of the parties in writing and subsequent approval of the modification by the ABC Board pursuant to [DC Code § 25-446. Settlement agreements; approval process; penalties for violations.](#)

Applicant:

By: OMAR POPAL  Date: 04/22/24

Signature: _____

ANC 6A/C Representative:

By: Erin Blumenthal Date: 4/22/24

Signature:  _____