

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

In the Matter of:)	
)	
Friendship Macaron, LLC)	
t/a Friendship Macaron)	
)	
Holder of a)	License No.: ABRA-113227
Retailer's Class CR License)	Order No.: 2019-484
)	
at premises)	
2434 18th Street, NW)	
Washington, D.C. 20009)	

Friendship Macaron, LLC, t/a Friendship Macaron (Licensee)

Amir Irani, Commissioner, Advisory Neighborhood Commission (ANC) 1C

Denis James, President, Kalorama Citizens Association (KCA)

BEFORE: Donovan Anderson, Chairperson
Mike Silverstein, Member
James Short, Member
Bobby Cato, Member
Rema Wahabzadah, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Friendship Macaron, LLC, t/a Friendship Macaron (Licensee), ANC 1C, and KCA have entered into a Settlement Agreement (Agreement), dated June 5, 2019, that governs the operation of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant; Commissioner Amir Irani, on behalf of ANC 1C; and Denis James, on behalf of KCA; are signatories to the Agreement.


Accordingly, it is this 12th day of June, 2019, **ORDERED** that:

1. 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;
2. This Settlement Agreement replaces and supersedes previous Settlement Agreements between the parties; and
3. Copies of this Order shall be sent to the Applicant, ANC 1C, and KCA.

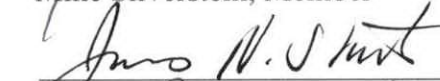
District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson



Mike Silverstein, Member



James Short, Member



Bobby Cato, Member



Rema Wahabzadah, 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 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).

NEW SETTLEMENT AGREEMENT CONCERNING LICENSE FOR THE SALE OF ALCOHOLIC BEVERAGES

This **NEW SETTLEMENT AGREEMENT**, made this 5th day of June, 2019 replaces and supersedes the prior Settlement Agreement between a prior restaurant license-holder at the address 2434 18th Street, NW, (operating under this same license, now numbered ABRA 113227), and the Kalorama Citizens Association (hereinafter "KCA") dated May 6, 2013 and approved by the ABC Board on June 26, 2013 (ABC Board Order No. 2013-321). This New Settlement Agreement is between Advisory Neighborhood Commission 1C (ANC 1C), the KCA, and Friendship Macaron, LLC, t/a Friendship Macaron, witnesseth:

Whereas, Licensee has now applied for renewal of this Class CR license,

Whereas, the parties desire to enter into an Agreement whereby applicant will agree to adopt certain measures to address concerns of ANC 1C and KCA and to include this Agreement as a formal condition of its application, and ANC 1C and KCA will agree to the approval of such license provided that such Agreement is incorporated into the Board's order approving such application.

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

1. Nature of Establishment

At all times, the Licensee shall operate with the primary purpose of preparation and consumption of coffee, sandwiches, baked goods, desserts, and related food items. Licensee shall maintain a menu featuring fresh food items. Menus with food selections will be offered to patrons or remain on display to patrons (e.g. menu board) during hours when the kitchen is open or there are remaining baked goods and other food items for sale.

2. Hours of Operation and Sales, Service & Consumption of Alcoholic Beverages:

A) Licensee's Hours of Operation are as follows:

- Sunday through Thursday: 7:00 am – 1:00 am
- Friday and Saturday: 7:00 am – 3:00 am

It is understood between the Parties that the 7:00 am opening time is not a requirement, but may be used at the discretion of the Licensee.

B) Licensee's Hours of Sales, Service & Consumption of Alcoholic Beverages are as follows:

- Sunday through Thursday: 8:00 am – 1:00 am
- Friday and Saturday: 8:00 am – 3:00 am

The sales of alcoholic beverages will end at 12:30 am on Sunday through Thursday and 2:30 am on Friday and Saturday ("last call"). However, patrons shall be permitted to consume or finish any alcoholic beverages purchased at or before last call until the close of business.

It is understood between the Parties that the 8:00 am commencement for alcoholic beverage sales, service and consumption, is not a requirement, but may be used at the discretion of the Licensee.

C) On January 1 of each year may operate until 4:00 am with last call at 3:30 am.

3. Entertainment Endorsement

The Licensee's Hours of Entertainment after 6:00 pm are as follows:

- Friday and Saturday: 6:00 pm – 3:00 am

Entertainment shall end 30 minutes before closing each night of operation that Entertainment is offered. On nights that Entertainment is offered, Licensee shall have food items available to patrons until one hour prior to closing.

There shall be:

- No cover charge.
- No live music, DJ or dancing from Sunday through Thursday.

4. Occupancy

Interior capacity will not exceed the interior seating capacity as specified in the Certificate of Occupancy: 183.

5. Noise

Licensee acknowledges familiarity with and agrees to 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 amplification device or other device or source of sound or noise, in accordance with DC Official Code section 25-725. Further the Licensee agrees to abide by all relevant provisions of the DC Noise Control Act of 1977 (DC Law 2-53), including 20 DCMR, Chapters 27 and 28, as amended.
- b.) The doors and windows of the premises will be kept closed at all times during business hours when music is being played, or a sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress to or egress from the premises.
- c.) Licensee agrees not to place outside in the public space 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.
- d.) Sound from inside will not be audible at surrounding residential housing areas.

6. Trash/Garbage/Rodents

- a.) Licensee shall maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remains clean. Licensee shall deposit trash and garbage only in 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. Licensee will make every reasonable effort to eliminate food sources for rodents and help eliminate the rat population.

b.) Licensee agrees to segregate and recycle bottles and glass refuse from trash and agrees to make all reasonable efforts to minimize noise associated with the disposal of bottles and glass refuse in the trash dumpsters between the hours of 11:00 pm and 8:00 am.

c.) Licensee agrees not to place or cause to be placed any fliers, handbills or other similar advertisements in the public space, specifically on lampposts, street signs or any vehicle parked in the public space.

d.) Licensee will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the trash dumpsters.

7. Exterior including public space

Licensee shall assist in the maintenance of 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 (as weather permits) from the sidewalk and comply with all applicable D.C. laws and regulations in these respects.

8. Third Party Events

Licensee agrees to operate the establishment under the terms of its license and will not rent out the establishment to third Parties for events where the owner or an ABC licensed manager is not present and managing the business.

9. Bar/Pub Crawls

Licensee agrees not to promote or participate in bar or pub "crawls," "tours," or similar events.

10. Consideration of Neighbors

Licensee will encourage employees and patrons, through signage or other means, to be considerate of neighboring residents at all times. Licensee will encourage employees and patrons leaving the establishment to keep conversations and noise down from 11:00 pm to 8:00 am through signage or other means.

11. Modification

This Agreement can be modified only the ABC Board, by mutual agreement of all the Parties with the approval of the ABC Board, or otherwise, as provided by DC law. In the case of ANC 1C, any modification must be approved by a majority of the commissioners at a duly noticed public meeting, a quorum being present.

12. Regulations

In addition to the foregoing, Licensee shall operate in compliance with all applicable laws and regulations. Further, nothing in this Agreement shall preclude ANC or KCA from filing an objection to any request by the Licensee to the Board of Zoning Adjustment.

13. Availability of Settlement Agreement

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

14. Application Amendment

Applicant agrees to file an amended application with the Board reflecting agreed-upon provisions in this Settlement Agreement that exceed his original application.

15. Final Agreement and Modification.

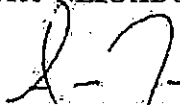
This agreement supersedes any other prior agreements concerning this license, and shall constitute the only agreement between the Parties, except to the extent it is subsequently modified by the Parties. For purposes of DC Official Code Section §25-446(d)(2)(B), the date of the ABC Board's approval of this agreement shall be considered its initial approval of this Agreement and shall commence the applicable period.

FRIENDSHIP MACARON, LLC

By: 
Hong Ko Jun, Managing Member

6/4/2019
Date

ADVISORY NEIGHBORHOOD COMMISSION 1C

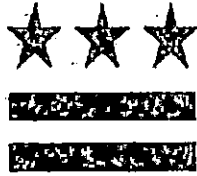
By: 
Amir Irani, Chair, ABC/Public Safety Committee

6/5/2019
Date

KALORAMA CITIZENS ASSOCIATION

By: 
Denis James, President

6-5-2019
Date



Advisory Neighborhood Commission 1C

PO Box 21009, NW, Washington, DC 20009

www.anc1c.org

Representing Adams Morgan

June 7, 2019

Commissioners:

Amir Irani (1C01)

Bridget Pooley (1C02)

Ted Guthrie (1C03)

Douglas Ely (1C04)

Damiana Dendy (1C05)

Michaela Wright (1C06)

Japer Bowles (1C07)

Amanda Fox Perry (1C08)

Donovan Anderson

Chairperson, Alcoholic Beverage Control Board

2000 14th Street NW, Suite 400S

Washington, DC 20009

sent by attachment to email to abra.legal@dc.gov

Re: ABRA 113227

Friendship Macaron, LLC

Dear Mr. Anderson:

At a duly-noticed public meeting held on June 5, 2019, with a quorum present, Advisory Neighborhood Commission 1C passed a resolution approving the attached Settlement Agreement for the above-referenced CR license by a vote of 7-0-0.

Please advise if anything further is necessary.

Ted Guthrie

Chair, ANC 1C