

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

**In the Matter of:** )  
)  
Balkan Concepts, LLC )  
t/a Ambar )  
)  
Application for Substantial Change )  
(Expansion and Increase Occupancy) )  
to Retailer’s Class CR License )  
)  
at premises )  
523 8th Street, SE )  
Washington, D.C. 20003 )  
\_\_\_\_\_ )

Case No.: 19-PRO-00102  
License No.: ABRA-090240  
Order No.: 2020-027

Balkan Concepts, LLC, t/a Ambar, Applicant

Chander Jayaraman, Chairperson, Advisory Neighborhood Commission (ANC) 6B

**BEFORE:** Donovan Anderson, Chairperson  
James Short, Member  
Bobby Cato, Member  
Rema Wahabzadah, Member  
Rafi Crockett, Member

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**ORDER ON SETTLEMENT AGREEMENT AND  
WITHDRAWAL OF ANC 6B’S PROTEST**

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The Application filed by Balkan Concepts, LLC, t/a Ambar (Applicant), for a Substantial Change to expand to the third floor and increased its occupancy to its Retailer’s Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on October 7, 2019, and a Protest Status Hearing on December 11, 2019, in accordance with D.C. Official Code § 25-601.

The official records of the Board reflect that the Applicant and ANC 6B entered into a Settlement Agreement (Agreement), dated December 30, 2019, 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 Chander Jayaraman, on behalf of ANC 6B, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 6B.

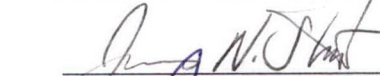
Accordingly, it is this 8th day of January, 2020, **ORDERED** that:

1. The Application filed by Balkan Concepts, LLC, t/a Ambar, for a Substantial Change to expand to the third floor and increased its occupancy to its Retailer's Class CR License, is **GRANTED**;
2. The Protest of ANC 6B in this matter is hereby **WITHDRAWN**;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;
4. This Settlement Agreement replaces and supersedes previous Settlement Agreements between the parties; and
5. Copies of this Order shall be sent to the Applicant and ANC 6B.


District of Columbia  
Alcoholic Beverage Control Board



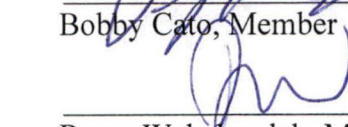
Donovan Anderson, Chairperson



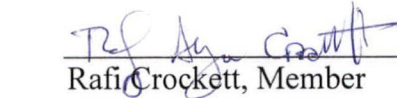
James Short, Member



Bobby Cato, Member



Rema Wahabzadah, Member



Rafi Crockett, 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 14<sup>th</sup> 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).

SETTLEMENT AGREEMENT BY AND BETWEEN  
ADVISORY NEIGHBORHOOD COMMISSION 6B

and

~~Balkan Concepts, LLC~~

~~t/a Ambar~~

Pursuant to this Settlement Agreement, ("Agreement"), by and between Balkan Concepts, LLC (d/b/a Ambar), ("Applicant"), and Advisory Neighborhood Commission 6B ("ANC6B"), effective as of the date of this agreement the parties hereto hereby agree to be legally bound by the terms and conditions of this Settlement Agreement (SA) as it relates to conduct of business located at 523 8<sup>th</sup> Street, SE, Washington, DC 20003, ("Premises").

WHEREAS, Applicant has applied before the District of Columbia Alcoholic Beverage Regulatory Administration ("ABRA"), and is seeking renewal of its Class "C" Restaurant License (ABRA-090240) ("License"); and,

WHEREAS, Applicant and ANC 6B are desirous of voluntarily entering into and mutually memorialize in this SA the terms and conditions upon which ANC6B has agreed to support Applicant's License, pursuant to the provisions of D.C. Code § 25-446, for the operation and maintenance of Applicant's business at the Premises in such a manner as to further promote the peace, order and quiet of the neighborhood as well as maintain security and sanitation of the alley immediately behind the Premises; and,

WHEREAS, this is intended to replace in its entirety any and all previously-existing Settlement Agreements between the Parties, and all such previous agreements are hereby declared superseded, null and void and of no further effect. Agreement may only be modified by written agreement of all the parties or their successors, or otherwise in accordance with law.

NOW, THEREFORE, Applicant and ANC 6B agree as follows:

1. ~~Recitals Incorporated.~~ The recitals set forth above are incorporated herein by reference.
2. ~~Nature of the Business.~~ Applicant will manage and operate a full-service restaurant ("Establishment") with a Sidewalk Café, Summer Garden, and an entertainment endorsement at the Premises. Applicant shall limit its total seating to no more than 221 seats which includes up to 211 seats on the interior of the Establishment plus 10 additional seats on the sidewalk café. In no event shall Applicant operate or seek to operate the Establishment in excess of the maximum number of patrons that may lawfully occupy the Premises pursuant to its Certificate of Occupancy.
3. ~~Hours of Operation, Sales, Service, and Consumption.~~ Applicant's hours of operation, and alcoholic beverage sales, service, and consumption may be changed from time to time in Applicant's discretion, as may be otherwise permitted by its License, but in no event shall exceed or extend beyond the following:

Applicant's hours of Operation for the interior of the Establishment with the retractable roof in a closed and secured position shall be as follows:

Sunday thru Thursday:	9:00 a.m. – 2:00 a.m.
Friday and Saturday:	9:00 a.m. – 3:00 a.m.

Provided, however, (1) on days designated by the DC ABC Board as "Extended Hours for ABC Establishments," Applicant may serve alcoholic beverages for one additional hour solely as to inside sales and operations; (2) in the event the Council of the District of Columbia or the ABC Board grant licenses,

in general, extended operating hours for particular event(s), Applicant may avail itself of such extended hours solely as to inside operations; and, (3) on January 1 of each year Applicant may serve alcoholic beverages and provide entertainment until such time as allowed by the ABC Board. Applicant must submit, as required by regulation, any forms or document to the authorizing agency for such extended hours.

Applicant's hours of Sales, Service, and Consumption of alcohol on the exterior Sidewalk Café shall be as follows:

Sunday thru Thursday: 9:00 a.m. – 11:00 p.m.  
Friday & Saturday: 9:00 a.m. – 12:00 Midnight

Hours of Operation of the 3<sup>rd</sup> floor with Retractable Roof Open shall be as follows:

Sunday thru Thursday: 10 a.m.- 12:00 midnight  
Friday & Saturday: 10 a.m. - 12:00 midnight

See limitations on amplified music and live entertainment when the retractable rooftop is open under Sec. 6. Noise Mitigation.

Applicant's hours of live entertainment on the 3<sup>rd</sup> floor of the Establishment which may include amplified music when the 3<sup>rd</sup> floor retractable roof is open is limited to:

Sunday thru Thursday: 11:30 a.m. – 11:00 p.m.  
Friday & Saturday: 11:30 a.m. – 12:00 Midnight

4. Requirements for Operation of Sidewalk Café. Applicant shall operate its Sidewalk Café consistent with the terms and conditions of its Public Space Management Branch Certification for such space, and shall take reasonable steps to cause its employees to maintain the Sidewalk Café in a clean and orderly manner, and not to cause or permit storage of any refuse, foodstuffs, perishable or odiferous materials in or adjacent to the Sidewalk Café. The Applicant shall cause the area extending from the Sidewalk Cafe to the curb on the side of the Establishment to be regularly swept and shall remove litter and debris on not less than a daily basis, weather permitting.

5. Refuse Storage and Disposal. Applicant shall design, construct, maintain, and to exclusively utilize an interior trash storage room within the Premises to store all grease, and non-recyclable trash (garbage) except in rare situations that could be reasonably recognized as beyond the control of the Establishment. Applicant shall maintain the exterior doors in a closed and secured position except as reasonably required for regularly-scheduled garbage, recyclable, and grease pick up by third-party vendors. The interior trash storage room will be constructed in compliance with DC Department of Health requirements for indoor trash storage. Applicant agrees to take reasonable steps to adhere to the following conditions with respect to trash management, disposal, and maintenance of the trash storage room:

- a. Applicant shall contract with third party sanitation or waste management and recycling vendor(s) to collect garbage and non-recyclable waste six (6) days per week and recycling a minimum of four (4) days per week (or such more frequent schedules as may be necessary to prevent the receptacles from exceeding their capacity).
- b. Applicant shall comply with 21 DCMR § 704 and 704.5. All remaining food trash/garbage will be stored in the interior trash room, but cardboard boxes and linens may be stored immediately behind the rear of the establishment.

- c. Applicant will ensure timely waste disposal and use its best efforts to schedule a time for pickup that is the least disruptive to the neighbors. Garbage, recyclable, and grease collections shall not occur between the hours of 10:00 p.m. and 8:00 a.m. on weekdays or 10:00 p.m. and 9:00 a.m. on weekends.
- d. All receptacles used for grease, garbage, recyclable trash and waste shall be maintained in good repair and in safe and sanitary condition. Any damaged or leaking containers, including lids that become bent or warped such that they are no longer rodent-proof, shall be promptly repaired or replaced.
- e. Applicant will daily check the full area of the trash room and the immediate alley area behind the trash room and pick up or hose down any debris or liquid waste left behind after garbage, grease or recycling receptacles have been emptied.
- f. Garbage, grease and/or recycling spills shall be cleaned up as soon as practicable after they occur. Any leak or spillage of grease shall be promptly cleaned utilizing standard industry practices such as solvents and power washing for such uncontained grease.

6. Noise Mitigation. Applicant will take all reasonable steps necessary to mitigate noise emanating from mechanical equipment associated with Applicant's operations and comply with applicable DCMR provisions, prevent an increase in existing sound level from such equipment, and minimize or abate noises objectionable to residential neighbors. Applicant specifically agrees that it shall adhere to and be accountable under the provisions of D.C. Code §25-725 as it pertains to residential dwellings in the contiguous physical block on which the Premises are located (except for those residential dwellings located within the CHC/C2A overlay), notwithstanding the fact that such neighboring residential units may not fall within the zoning classification otherwise entitled to enforcement of that provision under D.C. Code §25-725(b)(3). Noise mitigating actions may include installation of sound absorbing and sound dampening materials on the roof between the HVAC and kitchen equipment and the residential properties along the rear of the Premises. Sound absorbing and dampening material will be sufficient to reduce noise to levels that meet DCMR noise regulations at the rear property line.

The Applicant shall ensure that no amplified music, noise or vibration from live entertainment is audible at the property line of residential buildings. To this end and when the retractable roof is open, the maximum volume shall be established at a decibel level as is typical for "background" music at a restaurant. The Applicant shall not cause or permit the sound reproduction on the third floor to be increased beyond this level at any time when the retractable roof is fully or partially open. Any speakers placed within the third floor shall be directed towards the interior of the premises, and not toward the retractable roof.

Applicant shall use its best efforts to control and mitigate any odor emanating from the Premises and/or from any waste storage receptacle related to the Establishment. These efforts shall include but not be limited to, installing and maintaining high efficiency grease extracting kitchen exhaust ventilation and filtering systems for any cooking facilities within the Premises, of sufficient design and capacity as to reduce the external emission of any odors arising from food preparation or disposal at the Establishment.

7. Rodent and Vermin Control. Applicant shall maintain in force a contract for regular and recurring application of a plan for pest control that includes baiting or similar rodent abatement procedures for the Premises including any and all interior or exterior trash storage areas or receptacles and the exterior area immediately adjacent to the Premises.

8. Maintenance of Public Space Adjacent to the Premises. Applicant shall maintain the public space adjacent to and in front of the Premises in a clean and orderly manner, and not cause or permit storage of any refuse, foodstuffs, perishable or odiferous materials in or adjacent to the Premises. The Applicant shall cause the area extending from the front door(s) to the curb and from the sidewalk café to the curb on

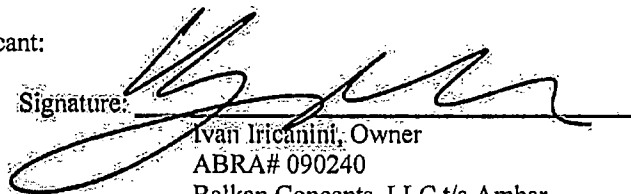
the front of the Establishment to be regularly swept, and shall remove litter and debris on not less than a daily basis, weather permitting. Applicant shall regularly inspect and clean as necessary any public area adjacent to the rear of the Premises and keep such area free of trash, smoking materials, and other debris, and shall direct its employee to not utilize such area for smoking or other activities, nor to gather or congregate on public space in the alley during breaks or following work hours.. If necessary, Applicant shall provide exterior receptacles for extinguishing and disposing of smoking materials, and such supplemental refuse disposal receptacles as may be reasonably required to contain and minimize public disposal of trash and litter originating from the Premises.

9. Delivery of Vendor Shipments: Applicant will comply with all District of Columbia laws and regulations governing the delivery of food and restaurant supplies to the Premises. Applicant will encourage all commercial third party vendors to park in designated commercial loading zones during any deliveries. Further, Applicant will notify commercial delivery vendors about the above prohibition by affixing a sign on the exterior of the Premises and near the access point for deliveries that states: "Delivery Trucks: Do Not Park in the Alley."

10. Notice and Opportunity to Cure: In the event that any of the parties is in breach of their SA, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the SA. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall be provided for a cure within 10 calendar days of the date of such notice. If Applicant refuses or fails to commence the cure or diligently to pursue such cure within the 10 day period (or a breach which reasonably requires more than 10 days to cure), such refusal or failure shall constitute a cause for filing a complaint with the ABRA Board pursuant to D.C. Code § 25-447.

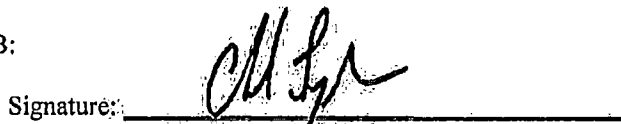
IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.

Applicant:

Signature:   
Ivan Iricanini, Owner  
ABRA# 090240  
Balkan Concepts, LLC t/a Ambar  
523 8th Street, SE  
Washington, DC 20003

Date: 12/23/19

ANC6B:

Signature:   
Chander Jayaraman, Chairperson  
Advisory Neighborhood Commission 6B  
921 Pennsylvania Avenue, SE  
Washington, DC 20003

Date: 12-30-19