

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE AND CANNABIS BOARD**

In the Matter of:

RK Chocolates Limited Liability Company
t/a Arcay Chocolates

Applicant for a New
Retailer's Class CT License

at premises
3211 O Street, NW
Washington, D.C. 20007

Case No.: 24-PRO-00093
License No.: ABRA-129115
Order No.: 2024-682

RK Chocolates Limited Liability Company, t/a Arcay Chocolates, Applicant

Paul Maysak, Commissioner, Advisory Neighborhood Commission (ANC) 2E, Protestant

Paul Williams, President, Citizens Association of Georgetown (CAG), Protestant

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Silas Grant, Jr., Member

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF PROTESTS**

The Application filed by RK Chocolates Limited Liability Company, t/a Arcay Chocolates (Applicant), for a new Retailer's Class CT License, was protested by ANC 2E and CAG.

The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that the Applicant, ANC 2E, and CAG have entered into a Settlement Agreement (Agreement), dated September 17, 2024, 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; Commissioner Paul Maysak, on behalf of ANC 2E; and Paul William, on behalf of CAG; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 2E and CAG.

Accordingly, it is this 2nd day of October 2024, **ORDERED** that:

1. The Application filed by RK Chocolates Limited Liability Company, t/a Arcay Chocolates, for a New Retailer's Class CT License, located at 3211 O Street, NW, Washington, D.C., is **GRANTED**;
2. The Protests of ANC 2E and CAG in this matter are hereby **WITHDRAWN**;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; and
4. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage and Cannabis Board

eSigned via SeamslessDocs.com
Donovan Anderson
Key: ac43cb66c9d5f89e4e73069d14ccc8

Donovan Anderson, Chairperson

eSigned via SeamslessDocs.com
James Short
Key: 547e0d73f820d0e6ac8d1b332d2049ec

James Short, Member

Silas Grant, Jr.

Silas Grant, Jr., Member

Pursuant to D.C. Official Code § 25-433(d)(1) (applicable to alcohol matters) or 22-C DCMR § 9720 (applicable to medical cannabis matters), 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 and Cannabis 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 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 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 this day of September 17th, 2024, by and between RK Chocolates Limited Liability Company DBA Arcay Chocolates ("Applicant"), Advisory Neighborhood Commission 2E ("ANC"), and the Citizens Association of Georgetown, (collectively the "Parties").

Whereas, Applicant has applied for a Retailer's Class C Tavern license to be located at 3211 O Street NW Washington, DC 20007 (the "Premises");

Whereas, In reference to the application submitted by Arcay Chocolates for the Retailer's Class "C" Restaurant or Tavern License, the applicant wishes to clarify the purpose and intent behind this request. The liquor license is being sought to offer our customers and the community the opportunity to partake in gourmet chocolate tastings, our specialty, paired with select liquors and wines. These pairings will occur in an environment that is refined, distinguished, and intellectually enriching, allowing us to impart knowledge about origin-based chocolate and provide technical and enological insights regarding the liquors and wines served.

These tasting sessions will take place in our establishment, which is appropriately designed to offer such gastronomic experiences. Importantly, these sessions will be limited to no more than 22 participants at a time and will occur no more than four times a week. Our patrons will have the unique opportunity to pair fine Bourbon, select Rums from Latin America, exquisite sparkling wines from California, South America, and Europe, with the best chocolates crafted proudly in Washington, DC.

It is crucial to emphasize that our establishment will not function as a bar or pub. We will continue to operate as a specialized chocolate, offering a comprehensive experience of chocolate art, wines, and liquors. We will also plan to incorporate cheeses and charcuterie to further enhance the palate of our customers.

Whereas the parties desire to enter into an Agreement whereby the Applicant will agree to adopt certain measures to address concerns of ANC 2E to include this Agreement as a formal condition of its application. ANC 2E will agree to the approval of such license provided that this Agreement is incorporated into the Board's order approving such application.

Whereas

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the Parties agree as follows:

- **Occupancy**

- The occupancy of the interior of premises shall not exceed the fire code limit currently at 23.
- **Hours of Operation.**
 - The Hours of Operation and Hours of Alcoholic Beverage Sales and Consumption at the establishment shall be:
 - Sunday – Saturday 4:00 pm - 11:00 pm
 - During DC recognized holidays and contracted events hours for Alcoholic Beverage Sales and Consumption shall be extended by up to 2 hours.
 - Should the applicant seek an amendment for alcohol sales and service in the rear Summer Deck, ANC 2E would support this amendment. CAG reserves the right to review future requests and details.
- **NOISE:**
 - No loud music played inside the Premises nor noise emanating from the Premises shall be audible outside the premises except when doors are open to provide access and egress.
 - No Amplified music to be played in the rear summer deck area shall carry into the rear residential area.
 - There shall be no dumping of bottles and cans outside the premises from 10:00pm to 8:00am.
- **Trash and Public Space:**
 - Applicant shall have commercial trash removal services a minimum of 4 times per week.
 - Applicant shall place all trash in rodent proof-preventive containers.
 - The applicant shall take steps to ensure that no part of the premises harbors rats or other vermin.
 - The public space adjacent to and in front of the premises is to be always kept tidy, and litter is to be removed by the Applicant's staff regularly.

Patrons and Employees.

Applicant shall take reasonable and immediate action to prevent its patrons and employees from causing unreasonable noise, disturbances or loitering in the area immediately outside the Premises;

Applicant shall highly discourage its patrons and employees from smoking in the locations immediately outside the Premises;

Applicant shall use its best efforts to discourage loitering in the vicinity of the Premises, including the establishment will not create a line to enter the restaurant by using the public sidewalks, rather the establishment will use an on-line reservation system that notifies customers when space is available.

Business.

No promoters will conduct business on the Premises;

Cover charges will never be collected to enter the Premises or partake in the Applicants offerings, with the exception of previously announced ticketed, special events; these events will not be more than two times per month. Alcohol sales will end 30 minutes prior to the closing "last call". However, patrons may remain on the Premises until the end of Hours of Operation.

Deliveries.

- a. Applicant shall require its vendors to make all deliveries from a legally parked vehicle.
- **Monitoring and Manner of Service:**
Applicant shall not overserve.
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- **Rodent Mitigation Services:** Applicant shall contract with a professional, licensed pest control company for service a minimum of twice per month and will maintain a log on site for treatment and inspections from the provider.
- **Notice and Opportunity to Cure.** In the event that either party is in breach of this Agreement, the breaching-party shall be entitled to reasonable notice and opportunity to cure in the form of thirty (30) days' notice before the non-breaching party can seek enforcement of the Agreement. If the breaching-party fails to cure within thirty (30) days, (or, with respect to a breach which reasonably requires more than 30-days to cure, fails to commence cure of such breach and diligently pursue such cure), then the non-breaching party shall be entitled to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-447.

If to Applicant:

RK Chocolates Limited Liability Company DBA Arcay Chocolates
3211 O Street NW, NW
Washington, DC 20007
Attn: Dario Berti
Phone: 571-277-5168
e-mail: info@arcaychocolates.com

If to ANC:

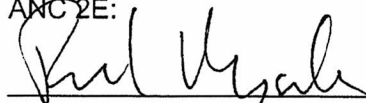
Advisory Neighborhood Commission 2E
P.O. Box 77876
Washington, DC 20013-7787
Attn: Paul Maysak Commissioner 2E03
Phone: 202-302-0152
e-mail: 2e03@anc.dc.gov

If to Citizens Association of Georgetown
Citizens Association of Georgetown
1058 30th Street NW
Washington DC 20007
Phone: 202-337-7313
Email: cagmail@cagtown.org

8. Protest withdrawn. Upon execution of this Agreement by the Parties, the ANC and CAG shall withdraw its protests of the Applicant's pending license application.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

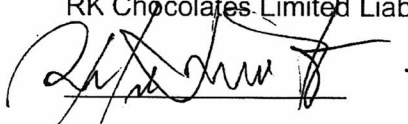
ANC 2E:



Paul Maysak, Commissioner 2E03

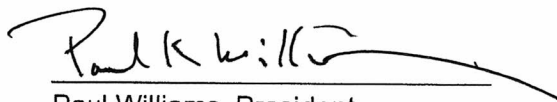
APPLICANT:

RK Chocolates Limited Liability Company DBA Arcay Chocolates



Dario Berti

Citizens Association of Georgetown



Paul Williams, President