

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

In the Matter of:)
)
Black Coffee DC, LLC)
t/a Black Coffee)
)
Applicant for a New)
Retailer's Class CR License)
)
at premises)
4885 MacArthur Blvd., NW)
Washington, D.C. 20007)
_____)

License No.: ABRA-108341
Order No.: 2018-100

Black Coffee DC, LLC, t/a Black Coffee (Applicant)

Stephen K. Gardner, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 3D

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member
Donald Isaac, Sr., Member
Bobby Cato, Member
Rema Wahabzadah, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Black Coffee DC, LLC, t/a Black Coffee (Applicant), and ANC 3D entered into a Settlement Agreement (Agreement), dated February 7, 2018, in accordance with D.C. Official Code § 25-446 (2001).

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson Stephen K. Gardner, on behalf of ANC 3D, are signatories to the Agreement.

Accordingly, it is this 7th day of March, 2018, **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, except for the following modifications:

Subsection I(a) (Nature of the Business) – The last two sentences shall be modified to read as follows: “Any change to this model or the establishment’s operations shall be of great concern to the community and shall be brought to the ABC Board’s (“Board”) attention.”

Section II (License Ownership and Compliance with ABRA Regulations) – The following language shall be removed: “for issuance of an Order to Show Cause.”

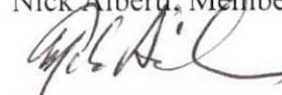
The parties have agreed to these modifications.

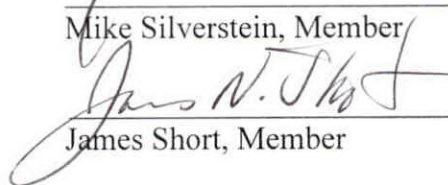
2. Copies of this Order shall be sent to the Applicant and ANC 3D.

District of Columbia
Alcoholic Beverage Control Board


Donovan Anderson, Chairperson


Nick Alberti, Member


Mike Silverstein, Member


James Short, Member

Donald Isaac, Sr., Member


Bobby Cató, 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).

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Agreement”) is made on this 7th day of February 2018 by and between Black Coffee DC, LLC (“Applicant”), and Advisory Neighborhood Commission (“ANC 3D”), (collectively, the “Neighborhood”).

WITNESSETH

WHEREAS, Applicant has received Liquor License Class C #108341 for a business establishment (“Establishment”) located at 4885 MacArthur Boulevard, NW, Washington, DC (“Premises”); and

WHEREAS, the Neighborhood is desirous of entering into a Settlement Agreement pursuant to DC Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect on (i) the peace, order and quiet of the neighborhood; (ii) pedestrian safety and vehicular traffic; and (iii) the property values of residential properties in the immediate surrounding neighborhood.

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

- I. ***Recitals Incorporated.*** The recitals set forth above are incorporated herein by reference.
 - a. ***Nature of the Business.*** The Applicant shall manage and operate a restaurant and sidewalk café with an emphasis on food at 4885 MacArthur Boulevard, NW. The Certificate of Occupancy shall provide for Total Occupancy Load of 100 and seating for 68 inside. The Sidewalk Café shall have no more than 26 seats. Any change to this model shall be of great concern to the community and may be brought to the ABC Board’s (“Board”) attention. Any change in operations shall require prior Board approval.
 - b. ***Hours of Operation and Sales.*** The Applicant’s hours of operation both inside and outside shall not exceed: Sunday through Saturday: 6:00 a.m. – 11:00 p.m.

The Applicant's hours for selling and serving alcohol both inside and outside shall not exceed:

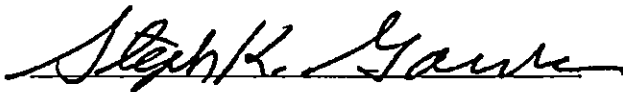
Sunday through Saturday: 10:00 a.m. – 11:00 p.m.

- c. ***Parking/Valet Arrangements.*** It is a principal concern of ANC 3D that the Applicant's operation of Black Coffee DC, LLC does not create or exacerbate parking problems within the immediate ANC boundaries. Applicant shall encourage managers and employees to use public transit or, if driving, to comply with posted parking regulations.
 - d. ***Noise and Privacy.*** Applicant shall strictly comply with DC Official Code § 25-725 and, in addition, shall make every reasonable effort to avoid and discourage excessive noise emanating from the establishment from disturbing those living in adjacent residential properties.
 - e. ***Public Space and Trash.*** Applicant shall keep the sidewalk (up to and including the curb), tree box(es) and curb clean and free of litter, bottles, and other debris in compliance with DC Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed. All trash/garbage pick-ups and vendor deliveries shall be made between 8:00 a.m. and 6:00 p.m., Monday thru Friday, and 9:00 a.m. and 6:00 p.m. on Saturdays. No trash/garbage pick-up or vendor deliveries will be permitted on Sundays.
 - f. ***Rats and Vermin Control.*** Applicant shall keep those areas adjacent to the trash dumpster and rear access areas, reasonably clean and free of garbage, grease and litter. Applicant shall provide rat and vermin control for its property and shall provide proof of its rat and vermin control contract upon the request of the Board. Applicant shall ensure that there are not odors from the trash dumpster(s).
- II. ***License Ownership and Compliance with ABRA Regulations.*** Applicant promises to ANC 3D that it shall abide by all Alcoholic Beverage Regulations Administration ("ABRA") regulations regarding the ownership of the license and all other provisions applicable to liquor licensees, and agrees that ANC 3D shall have standing to ask the Board to enforce any

violations of this agreement. Applicant acknowledges that failure to adhere to the foregoing commitments will constitute grounds for ANC 3D to file a complaint with the Board for issuance of an Order to Show Cause, pursuant to DC Code § 25-447 (2001), to gain Applicant's compliance with the terms of this Agreement and ABRA regulations.

- III. ***Notice and Opportunity to Cure.*** In the event the Applicant is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Failure to cure shall constitute a cause for filing a complaint with the Board pursuant to DC Official Code § 25-447. Notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other Parties to this Agreement. Notice shall be deemed given as of the time of receipt or refusal of receipt. Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the Board or any other enforcement action.
- IV. **Entire Agreement:** This Agreement sets forth the entire understanding of the Parties with respect to the Applicant's alcoholic beverage application and issuance of the License. There are no other warranties or representations which have been made or shall be relied upon by the Parties to this Agreement other than those expressly set forth herein.

By:



Stephen K. Gardner, Chair
Advisory Neighborhood Commission 3D
PO Box 40846
Palisades Station
Washington, DC 20016

Barbara Anne Black

Barbara Anne Black, Owner
Black Coffee DC, LLC
4885 MacArthur Boulevard, NW
Washington, DC 20007



GOVERNMENT OF THE DISTRICT OF COLUMBIA
ADVISORY NEIGHBORHOOD COMMISSION 3D
PO Box 40846, Palisades Station
Washington, DC 20016

*PALISADES – KENT - SPRING VALLEY - WESLEY HEIGHTS - NEW MEXICO/CATHEDRAL –
THE AMERICAN UNIVERSITY - FOXHALL VILLAGE - BERKELEY*

February 12, 2018

Mr. Donovan Anderson, Chairperson
Alcoholic Beverage Control Board
Alcoholic Beverage Regulation Administration
2000 14th Street, NW
Suite 400 South
Washington, DC 20009

RE: CR License No: ABRA-108341
Black Coffee DC, LLC
4885 MacArthur Boulevard, NW
Washington, DC 20007

Dear Mr. Anderson:

At its regularly scheduled meeting on Wednesday, February 7, 2018, held in the Kresge Building at Wesley Theological Seminary, with a quorum (5) present at all times, Advisory Neighborhood Commission 3D (ANC 3D) voted 9-0-0 to approve the Application filed by Black Coffee DC, LLC for ABRA Class C Liquor License No. 108341, pursuant to all parties signing the enclosed Settlement Agreement. ANC 3D looks forward to the Board's acceptance of the Settlement Agreement.

Sincerely,


Stephen K. Gardner
Chair

Enclosure (1)