

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

**In the Matter of:** )  
 )  
Remarkable Breads, LLC )  
t/a Bread Furst )  
 )  
Applicant for a New )  
Retailer's Class CR License )  
 )  
at premises )  
4434 Connecticut Avenue, NW )  
Washington, D.C. 20008 )  
 )

License No.: ABRA-117004  
Order No.: 2020-720

Remarkable Breads, LLC, t/a Bread Furst, Applicant

Monika Nemeth, Chairperson, Advisory Neighborhood Commission (ANC) 3F

**BEFORE:** Donovan Anderson, Chairperson  
James Short, Member  
Bobby Cato, Member  
Rema Wahabzadah, Member  
Rafi Crockett, Member  
Jeni Hansen, Member  
Edward S. Grandis, Member

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**ORDER ON SETTLEMENT AGREEMENT**

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The official records of the Alcoholic Beverage Control Board (Board) reflect that Remarkable Breads, LLC, t/a Bread Furst (Applicant), Applicant for a new Retailer's Class CR License and ANC 3F have entered into a Settlement Agreement (Agreement), dated September 23, 2020, 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 Monika Nemeth, on behalf of ANC 3F, are signatories to the Agreement.

Accordingly, it is this 18th day of November, 2020, **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; and
2. Copies of this Order shall be sent to the Applicant and ANC 3F.

District of Columbia  
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com  
*Donovan Anderson*  
Key: a2430609d9d4105e4b75003d1d0c09

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com  
*James Short*  
Key: 5474e577025d45c08d1b3320d2f40c

James Short, Member

eSigned via SeamlessDocs.com  
*Bobby Cato*  
Key: 256d3ecadff145d170b778d7917d30d1

Bobby Cato, Member

eSigned via SeamlessDocs.com  
*Rema Wahabzadah, Member*  
Key: b12ca40b559b74009b19b35b738f1e2f

Rema Wahabzadah, Member

eSigned via SeamlessDocs.com  
*Rafi Aliya Crockett, Member*  
Key: b569e991845d1f04016155c5c12f01c2

Rafi Crockett, Member

eSigned via SeamlessDocs.com  
*Jeni Hansen, Member*  
Key: 02172931f5c99447491b56f3ca41809

Jeni Hansen, Member

eSigned via SeamlessDocs.com  
*Edward Grandis, Member*  
Key: 5027bda7f0b040ec144d6b52541ce5

Edward S. Grandis, 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 StTeet, 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).

**Government of the District of Columbia  
ADVISORY NEIGHBORHOOD COMMISSION 3F**

3F01 – David Cristeal  
3F02 – Carolinn Kuebler, Vice Chair  
3F03 – Naomi Rutenberg, Treasurer  
3F04 – Leah Frelinghuysen  
3F05 – Andrea Molod, Secretary  
3F06 – Monika Nemeth, Chair  
3F07 – Vacant



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**SETTLEMENT AGREEMENT**

Made this 23rd day of September, 2020, by and between Remarkable Breads, LLC (d/b/a “Bread Furst”) (the “Applicant”) and Advisory Neighborhood Commission 3F (the “ANC or “ANC 3F”),

**WITNESSETH**

WHEREAS, pending before the District of Columbia Alcoholic Beverage Control (“ABC”) Board is Applicant’s application for a Retailer’s Class CR liquor license for the premises known as Bread Furst at premises 4434 Connecticut Avenue, NW (the “Establishment”), License Number ABRA 117004; and

WHEREAS, both Applicant and the ANC (the “parties”) desire to enter into a Settlement Agreement commemorating certain understandings regarding Applicant’s operating plans; and

WHEREAS, in consideration of the premises recited, and the mutual covenants and promises set forth below:

***General***

1. Applicant shall manage and operate a bona fide restaurant at the Establishment with an emphasis on food.
2. According to the Certificate of Occupancy, the restaurant shall have a maximum interior seating of 38. The unenclosed sidewalk café shall have a maximum of 24 seats as per the approved DDOT/PSRA Occupancy Permit.
3. The Applicant agrees that the hours of operation at the Establishment will begin no earlier and end no later than the following hours:

	<u>Inside</u>	<u>Sidewalk Cafe</u>
Sunday - Thursday	7:00 a.m. - 2:00 a.m.	7:00 a.m. - 12:00 a.m.
Friday - Saturday	7:00 a.m. - 2:00 a.m.	7:00 a.m. - 12:00 a.m.

- a) In the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours for specific occasions, such as Inauguration or World Cup, Applicant may avail itself of such extended hours; and
  - b) On January 1 of each year Applicant may operate for one additional hour; and
  - c) It is understood between the parties that the above specified opening and closing times represent maximum hours and not a requirement, but may be used at the discretion of the Applicant.
4. An ABC-licensed manager or owner, conversant with all aspects of this agreement, shall be on site at the Establishment during all posted hours of sales.

#### ***Hours and Conditions of Alcohol Sales***

5. Applicant's hours of sale, service, or consumption of alcoholic beverages will be entirely within the Establishment's posted hours of operation.
6. Alcoholic beverages will be served primarily in conjunction with food service. Patrons shall be able to purchase food from the Applicant until 1 hour before closing times inside and outside the restaurant premises.

#### ***Take-Out / Delivery Service***

7. Applicant may provide take-out and delivery food service to patrons within a reasonable driving radius. Applicant's delivery vehicles will not impede travel lanes and public parking on the public streets and alleys around the Establishment. Should Applicant utilize a third party delivery service, Applicant will make reasonable efforts to ensure that third party delivery vehicles will not impede travel lanes and public parking on the public streets and alleys around the Establishment.

#### ***Music / Entertainment***

8. Applicant shall not install or utilize any video games in the Establishment.
9. Applicant may present live or recorded music inside the Establishment during the posted hours of operation and to accompany dining, provided that no doors to the exterior of the restaurant shall be propped open at any time when live music is being played in the restaurant, except when persons are in the act of using the door for ingress to or egress from the premises.

10. Applicant may also present music outside the Establishment during the posted hours of operation of the sidewalk café and to accompany dining, provided that the noise level shall conform at all times to the District's Noise Ordinance Regulations of DC Code § 25-575 and 20 DCR 2700, et. seq.
11. In all cases, Applicant will make reasonable efforts to prevent music from the restaurant's premises, inside and outside, from becoming an unreasonable disturbance to occupants in adjacent buildings and surrounding premises.

### ***Advertising***

12. Applicant shall be prohibited from displaying any permanently installed advertising banners, neon signs, or outside signage other than the signs permitted by zoning above the Establishment.

### ***Public Spaces***

13. Applicant shall care for the areas of public space that border the Establishment on all sides, including collection of loose trash and garbage and prompt removal of snow and ice.
14. Applicant shall comply with all aspects of the Civil Infractions Act and the litter Control Administration Act. Any alleged violations left uncorrected may be referred by ANC 3F to the appropriate agency.
15. Applicant shall have the restaurant and surrounding area properly cleaned at the end of each night to ensure there is no garbage or odor. Applicant shall respect the surrounding residential buildings and limit noise after closing hours when disposing of trash and bottles in receptacles, and ensure that trash receptacles remain closed and free of vermin at all times.
16. Applicant shall schedule garbage collection, hood cleaning, and any other activity that causes a noise disturbance at the frontage and/or in the alley/parking lot behind the Establishment only between 9:00 a.m. and 9:00 p.m., or in accordance with the relevant building lease agreement for any form of garbage collection and noise disturbance activity. However, Applicant is permitted to receive all deliveries of food, beverages, and supplies during hours between 7:00 a.m. and 9:00 p.m. daily.
17. Applicant agrees to maintain the sidewalk café as a non-smoking outdoor space and will conform at all times to the District's Smoking Ordinance regulations of DC Code § 7-1701.

*Breach of Agreement / Notifications*

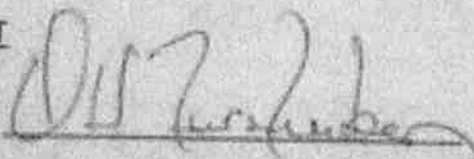
18. Applicant shall comply with District of Columbia Official Code Title 25 and District of Columbia Municipal Regulations Title 23 as they apply to the establishment and the laws and regulations of the District of Columbia in the operation of the Establishment.
19. The Parties agree that any failure of the Applicant to adhere to the foregoing commitments will constitute grounds for ANC 3F to file complaint with the ABC Board in accordance with DC Official Code 25-447.

THEREFORE, In consideration of and in reliance upon the commitments reflected in items 1 through 20 above, ANC 3F will advise the ABC Board that it does not oppose Applicant's pending application for the Retailer's Class CR license.

IN WITNESS WHEREOF, the parties have affixed hereunto their hands and seals on the year and day first written above.

APPLICANT

ANC 3F

Signature: 

Signature: Monika Nemeth

Name: Marc Furstenberg

Name: Monika Nemeth

Title: Owner

Title: Chair ANC 3F

**Government of the District of Columbia**  
**ADVISORY NEIGHBORHOOD COMMISSION 3F**  
*Van Ness • North Cleveland Park • Wakefield • Forest Hills*

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September 24, 2020

Mr. Donovan Anderson, Chair  
Alcoholic Beverage Control Board  
2000 14th Street, NW, S2400  
Washington, DC 20009

RE: Bread Furst, 4434 Connecticut Ave NW  
ABRA #: 117004

Dear Mr. Anderson:

At a duly noticed public meeting on Tuesday, September 15, 2020, and with a quorum present, Advisory Neighborhood Commission 3F (ANC 3F) voted unanimously (5-0-0) to adopt the attached Settlement Agreement and to support to the granting of a new Class "C" (Restaurant) stipulated liquor license.

If you have any questions or concerns regarding this matter, please contact me at [monika.nemeth@anc.dc.gov](mailto:monika.nemeth@anc.dc.gov). I am also the Commissioner for the Single Member District (3F06) in which this establishment is located.

Regards,

A handwritten signature in cursive script that reads "Monika Nemeth".

Monika Nemeth, Chair ANC 3F