

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

**In the Matter of:**

Le Mont Royal, LLC  
t/a Le Mont Royal

Applicant for a New  
Retailer's Class CR License

at premises  
1815 Adams Mill Road, NW  
Washington, D.C. 20009

License No.: ABRA-120509  
Order No.: 2022-159

Le Mont Royal, LLC, t/a Le Mont Royal, Applicant

Fiona Clem, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 1C

Denis James, President, Kalorama Citizens Association (KCA)

**BEFORE:** Donovan Anderson, Chairperson  
James Short, Member  
Bobby Cato, Member  
Rafi Aliya 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 Le Mont Royal, LLC, t/a Le Mont Royal (Applicant), Applicant for a new Retailer's Class CR License, ANC 1C, and KCA have entered into a Settlement Agreement (Agreement), dated April 6, 2022, 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; Chairperson Fiona Clem, on behalf of ANC 1C; and Denis James, on behalf of KCA; are signatories to the Agreement.

Accordingly, it is this 20th day of April 2022, **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, ANC 1C, and KCA.

District of Columbia  
Alcoholic Beverage Control Board

eSigned via SeamllessDocs.com  
*Donovan Anderson*  
Key: ac4388f0466445509e4873030941e00f

Donovan Anderson, Chairperson

eSigned via SeamllessDocs.com  
*James Short*  
Key: 347ac378f0096fa0f81b3002602646c

James Short, Member

eSigned via SeamllessDocs.com  
*Bobby Cato*  
Key: 256d36ad7be146d74b75bd7917d203

Bobby Cato, Member

eSigned via SeamllessDocs.com  
*Rafi Aliya Crockett, Member*  
Key: b560e91845e1f9e4016155e5c12811cc

Rafi Crockett, Member

eSigned via SeamllessDocs.com  
*Jeni Hansen, Member*  
Key: 82172831f000447491b56592a4181b3

Jeni Hansen, Member

eSigned via SeamllessDocs.com  
*Edward Grandis, Member*  
Key: 5027bda7ff0f040ec144debb52541ce5

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 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 (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 CONCERNING ISSUANCE OF  
A LICENSE FOR THE SALE OF ALCOHOLIC BEVERAGES**

**AGREEMENT**, made this 6th day of April, 2022, by and among Le Mont Royal LLC, t/a Le Mont Royal (hereinafter "Applicant"), Advisory Neighborhood Commission 1C (hereinafter "ANC 1C"), and the Kalorama Citizens Association (hereinafter "KCA") (collectively, the "Parties"), witnesseth:

**Whereas**, Applicant has applied for a new class CR retail restaurant license (ABRA number 120509) to be located at 1815 Adams Mill Road, NW, Washington, DC on the 1st and 2nd floors with a summer garden in front, and Entertainment and Alcohol Carryout and Delivery Endorsements.

**Whereas**, the restaurant is located within the boundaries of ANC 1C and is within the membership boundaries of the KCA.

**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 to the Alcoholic Beverage Regulation Administration ("ABRA"). ANC 1C and KCA will agree to the approval of such license provided that this Agreement is incorporated into the Alcoholic Beverage Control 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 Applicant shall operate with the primary purpose of food preparation and consumption. Applicant shall maintain a menu featuring, but not limited to, a selection of hot, cooked food items. Menus with food selections will be offered to patrons. The full-service kitchen shall be staffed and maintained, open and operational, with food menu items available until at least two hours before closing. Applicant shall keep on hand sufficient food supplies to fulfill menu items, with staff to serve them, at all times when the establishment is open for business.

**2. Hours and Delivery standards**

The hours of operation shall not exceed:

Inside: Service & consumption of alcohol may begin

Sunday-Thursday: 7:00 am-2:00 am 9 am

Friday & Saturday: 7:00 am-3:00 am 9 am

Summer Garden:

Sunday: 10:00 am-12:00 am 10 am

Monday-Thursday: 8:00 am-12:00 am 9 am

Friday and Saturday: 8:00 am-2:00 am 9 am

**Last call:** Applicant will announce "last call" 30 minutes before the end of service and consumption. However, patrons may remain on the Premises and continue to consume alcoholic beverages ordered at or before last call until the end of the Hours of Operation.

Exceptions to the stated hours shall be granted for:

- I Days designated by the ABC Board as "Extended Hours for ABC Establishments" or "Daylight Savings Time Extension of Hours" Licensee may operate for one additional hour (that is, one hour later);
- II 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, Licensee may avail itself of such extended hours; and
- III On January 1 of each year Licensee may operate for one additional hour.

**Carry-out and delivery:** Applicant has applied for a carry-out and delivery endorsement to allow delivery of beer, wine, or spirits in closed containers, along with at least one prepared food item within the District of Columbia. If the order is being delivered by an employee of Applicant, said employee shall be at least 18 years old and will deliver only to persons 21 years or older. Applicant may use third party delivery services to fulfill such orders; Applicant is encouraged to remind the third-party deliverer to check IDs at the time of delivery for orders that include alcoholic beverages. Hours for such deliveries shall be 9:00 am-1:00am, 7 days per week. Applicant agrees to not sell carry-out alcoholic beverages to patrons who have been consuming alcohol at the establishment as they depart.

### **3. Occupancy**

The total occupancy load of the establishment shall be 215 (inclusive of both indoor and Summer Garden premises). The outdoor summer garden seating capacity shall be 40.

### **4. Entertainment**

There shall be no cover charge to enter the establishment; however, entry fees collected for charitable purposes as part of a special event are exempt from this prohibition.

Applicant further agrees that the live entertainment shall end 30 minutes before the legal closing hour each night that it is featured. No third-party promoters will conduct business in the establishment.

"Third-party promoter" does not include individuals hosting private events or individuals accepting donations on behalf of or in partnership with charitable organizations on the Premises.

Applicant agrees to maintain internal control during all entertainment at the restaurant. Applicant shall ensure that an ABC Board approved owner or an ABC Manager License holder will be on the premises during all entertainment.

Applicant may offer Entertainment on Fridays and Saturdays. However, Entertainment may also be offered Sunday through Thursday:

- On days designated by the ABC Board as "Extended Hours for ABC Establishments" or "Daylight Savings Time Extension of Hours";
- On Canada Day (July 1) and Bastille Day (July 14); or
- For private events not open to the general public.

Any Entertainment offered Sunday through Thursday shall end at 12:00am, with the exception of December 31 (New Year's Eve). Applicant shall maintain a logbook of Entertainment offered Sunday through Thursday. The logbook shall list all the dates that the entertainment takes place, the nature of the entertainment (such as live band, dj, etc.) and duration of the performance. The logbook shall be maintained continuously and shall be provided upon request by any MPD officer or ABRA investigator.

#### **5. Noise**

Applicant acknowledges familiarity with and agrees to comply with all applicable noise-control provisions of District of Columbia law and regulations. Applicant expressly agrees:

(a) To prevent emissions of sound, capable of being heard in any premises, by any amplification device or other device or source of sound or noise, in accordance with D.C. Official Code, section 25-725. Further, the Applicant agrees to abide by all relevant provisions of the D.C. Noise Control Act of 1977 (D.C. Law 2-53), including 20 DCMR, Chapters 27 and 28, as amended.

(b) Applicant agrees not to place outside in the public space or Summer Garden, 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 or Summer Garden. Notwithstanding the foregoing, for the duration that the ABC Board, DC Council, and/or the Mayor permits streateries and other licensees availing themselves to the expanded outdoor dining program to play prerecorded music on the exterior space being used, Applicant may provide prerecorded music on the Summer Garden until 10:00pm daily. Any music played will be only ambient background music. No subwoofers shall be installed on the Summer Garden.

(c) The entry door to the establishment shall be kept closed at all times during hours that the business is operating except to provide ingress to or egress from the establishment and to allow staff to serve customers on the Summer Garden.

(d) Sound from inside will not be audible in residential housing units.

#### **6. Trash/Garbage/Rodents**

(a) Applicant shall maintain regular trash/garbage removal service to remove trash from the trash and dumpster area at least 5 times per week and see that the trash and dumpster areas remain clean. Should Applicant's dumpsters not be adequate to contain the amount of trash generated, additional pick-ups shall be called for immediately. Applicant 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. Applicant shall make reasonable and necessary effort to eliminate food sources for rodents and help eliminate the rat population.

(b) Applicant agrees not to dispose of bottles and recyclables in a manner that would have an adverse effect on peace, order and quiet in the neighborhood and shall not dispose of bottles and recyclables in dumpsters in a manner that creates noise that can be heard in residential premises between the hours of 11:00 pm and 8:00 am.

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

**7. Exterior Including public space**

- (a) Applicant shall assist in the maintenance of the alleyway behind and 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 from the sidewalk and comply with all applicable DC laws and regulations in these respects.
- (b) Applicant shall make reasonable and necessary effort to prevent or disperse loitering or any other source of noise or disturbance in the areas to the front and rear of the premises during business hours and at closing, and to cause patrons to leave those areas quietly at closing through signage or other means.
- (c) Applicant shall make reasonable and necessary effort to prevent the formation of a line on the public space in front of the establishment due to fire safety and noise concerns and the obstruction of the pedestrian passageway.

**8. Third Party Events**

Applicant agrees to operate the establishment under the terms of its license and will not rent out the establishment to third parties for events where ABC Board approved owner or ABC Manager License holder is not present and managing the business.

**9. Bar/Pub Crawls**

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

**10. Consideration of Neighbors**

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

**11. Final Agreement and Modification**

- (a) This Agreement can be modified only by the ABC Board, by mutual agreement of all the parties with the approval of the ABC Board, or as required by District 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.
- (b) 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.

**12. Regulations**

In addition to the foregoing, Applicant 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 Applicant to the Board of Zoning Adjustment.

**13. Availability of Settlement Agreement**

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

For Le Mont Royal



Signature

4/6/2022

Date

Charles Jefferson, Jr., Manager

For ANC 1C



Signature

4/7/2022

Date

Fiona Clem, Chairperson, ANC 1C

Please print name and title

For KCA



Denis James, President

Date