

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

In the Matter of:)
)
FD, LLC)
t/a Rosemary)
)
Applicant for a New)
Retailer's Class CR License)
)
at premises)
5010 Connecticut Avenue, NW)
Washington, D.C. 20008)
)

License No.: ABRA-116840
Order No.: 2020-249

FD, LLC, t/a Rosemary, 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

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that FD, LLC, t/a Rosemary (Applicant), Applicant for a new Retailer's Class CR License and ANC 3F have entered into a Settlement Agreement (Agreement), dated June 14, 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 15th day of July, 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: ac432c6660a572e4b730303116c288

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 347ac07892001e4a1011003242298ec

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 254d31ad7be146d74d751c7f917d20d

Bobby Cato, Member

eSigned via SeamlessDocs.com
Rema Wahabzadah, Member
Key: bf72ca49b590b74059b10b35b738f16cf

Rema Wahabzadah, Member

eSigned via SeamlessDocs.com
Rafi Atiya Crockett, Member
Key: b560e91042e1f0e401e155e5c128f1cc

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 03172531f0500447401b040c2e41809

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5027bda70f9f0040ec14adeb52541ce5

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 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).

**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



4401-A Connecticut Ave, N.W.
Box 244, Washington, D.C. 20008
commissioners@anc3f.com
www.anc3f.com
Twitter: @ANC3F

SETTLEMENT AGREEMENT

Made this 14th day of June, 2020, by and between FD LLC (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 Rosemary at premises 5010 Connecticut Avenue, NW (the “Establishment”), License Number ABRA-116840; 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 occupancy load of 60 with a maximum of 60 seats on the first floor. The unenclosed sidewalk café shall have a maximum of 16 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 operation.

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 full meal service. Patrons shall be able to purchase full meal service from the Applicant until 1 hour before closing times inside and outside the restaurant premises.
7. Applicant will not provide take-out alcoholic beverages.

Take-Out / Delivery Service

8. 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

9. Applicant shall not install or utilize any video games in the Establishment.
10. 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.

11. 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.
12. 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

13. Applicant shall be prohibited from displaying any advertising banners, neon signs, or outside signage other than the sign permitted by zoning above the Establishment. Applicant shall post no signs in public space or outside the restaurant advertising liquor sales.

Public Spaces

14. 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.
15. 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.
16. 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.
17. 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.
18. 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

19. 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.
20. 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

Signature: 

Name: Frederic Darricarrere

Title: Owner

ANC 3F

Signature: Monika Nemeth

Name: Monika Nemeth

Title: Chair, ANC 3F