

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

In the Matter of:)	
)	
Afghan Bistro Three, LLC)	
t/a Afghania)	
Applicant for a New)	Case No.: 21-PRO-00092
Retailer's Class CR License)	License No.: ABRA-118936
)	Order No.: 2022-023
at premises)	
2811 M Street, NW)	
Washington, D.C. 20007)	

Afghan Bistro Three, LLC, t/a Afghania, Applicant

Gwendolyn Lohse, Commissioner, Advisory Neighborhood Commission (ANC) 2E

Tara Sakraida, President, Citizens Association of Georgetown (CAG)

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

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF ANC 2E'S PROTEST**

The Application filed by Afghan Bistro Three, LLC, t/a Afghania (Applicant), for a new Retailer's Class CR License, was protested by ANC 2E.

The official records of the Board reflect that the Applicant, ANC 2E, and CAG have entered into a Settlement Agreement (Agreement), dated December 20, 2021, 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 Gwendolyn Lohse, on behalf of ANC 2E; and Tara Sakraida, on behalf of CAG; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 2E.

Accordingly, it is this 26th day of January 2022, **ORDERED** that:

1. The Application filed by Afghan Bistro Three, LLC, t/a Afghania, for a new Retailer's Class CR License, located at 2811 M Street, NW, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 2E in this matter is hereby **WITHDRAWN**;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 Control Board

eSigned via SeallessDoc.com
Donovan Anderson
Key: 3c42c66c5095f0e427306031acc38

Donovan Anderson, Chairperson

eSigned via SeallessDoc.com
James Short
Key: 547c08756203c6c081633c0d2040e2

James Short, Member

eSigned via SeallessDoc.com
Bobby Cato
Key: 255c0f6a1b6146c774b792097e1422c3

Bobby Cato, Member

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Rafi Aliya Crockett, Member
Key: 4209e01640e14f000101250c12f012e

Rafi Crockett, Member

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Jeni Hansen, Member
Key: 9272931722244740c5508c2a41857

Jeni Hansen, Member

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, Reeves Center, 2000 14th Street, NW, 400S, Washington, D.C. 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 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).

Afghania 2811 M Street NW
Settlement Terms

This Settlement Agreement ("Agreement") is made on the 20th day of December 2021 by and between Afghania ("the Applicant") with Advisory Neighborhood Commission 2E ("the ANC") and the Citizens Association of Georgetown ("CAG"), also referred to collectively as the "Parties".

RECITALS

Whereas, the Applicant has applied to the Alcoholic Beverage Regulation Administration with License Number ABRA--118934 for the issuance of a new Class "C" License (the "License") for the Premises located at 2811 M Street (the "Premises"), and

Whereas, the Parties wish to enter into a Settlement Agreement pursuant to D.C. Official Code § 25-446 to address concerns related to peace, order and quiet.

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

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Nature of Operations.
 - a. Class C.
3. Occupancy.
 - a. Inside: Maximum allowed by Certificate of Occupancy.
 - b. Sidewalk Café: Maximum allowed by Certificate of Use
 - c. Summer Garden: Not applicable.
4. Hours of Operations.
 - a. Inside dining room:
 - i. M-T 11am – 11pm; F-Sun 11am – 12 am;
 - b. Exceptions to the standard operating hours shall be granted for:
 - i. 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, Applicant may avail itself of such extended hours;
 - ii. January 1 of each year Applicant may operate for one additional hour or other special events.
5. Service Standards.
 - a. All DC alcohol and Serve Safe regulations will be followed.
6. Noise.
 - a. No music played inside or other noise, either amplified or not amplified, coming from the inside the Premises shall be audible either on the street or in the surrounding residences;
 - b. Doors of the Premises will be kept closed except when persons are in the act of using the door for ingress to or egress from the Premises;

Afghania 2811 M Street NW
Settlement Terms

- c. Applicant will not install any speakers on the exterior of the Premises, and no speakers will be installed in or in any way directed to the exterior of the Premises.
7. Patrons and Employees.
 - a. 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;
 - b. Applicant shall highly discourage its patrons and employees from smoking in the locations immediately outside the Premises;
 - c. Applicant shall use its best efforts to discourage loitering in the vicinity of the Premises.
8. Business.
 - a. No promoters will conduct business on the Premises;
 - b. 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;
 - c. 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.
9. Deliveries.
 - a. Applicant shall require its vendors to make all deliveries from a legally parked vehicle.
10. Trash Pick-up and Removal.
 - a. Trash pick-up will occur one time per day, at a minimum of six days per week except on federal holidays and/or when trucks cannot access the roads because of inclement weather;
 - b. Trash will be stored in a rodent protected designed trash cans;
 - c. Applicant will work to coordinate trash pick-up in a manner so that trash waiting for pick-up is outside the least amount of time as feasibly possible;
 - d. Applicants employees shall not dispose of bottles or glass in a manner which creates noise audible outside the Premises from 8pm to 8am;
 - e. The public space in front of the Premises is to be kept tidy at all times and litter is to be removed by the Applicants staff at least once a day when the business is operating;
 - f. Applicants will maintain professional, licensed cleaners to provide routine cleaning of the Premises as needed to maintain cleanliness;
 - g. Applicant will maintain a contract with a professional, licensed rat, pest, and vermin control company to provide for routine inspection of the Premises as needed to control pests.
11. Public Complaint Log.
 - a. The Establishment's website will prominently feature the name and contact information for an individual to which any comments about the operation of the establishment may be addressed. The Applicant shall maintain a log for every complaint lodged with the establishment for any issue relating to this Agreement, including, but not limited to, complaints of noise, parking congestion, traffic congestion, security, trash, rodents, incidents, violence, crime, and/or operating hours. The log shall include, for each separate complaint, to the extent provided by any such complainant, the name of the complainant, the date of the complaint, any contact information provided by the complainant, the nature

