

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

**In the Matter of:**

Maydan, LLC  
t/a Maydan

Applicant for a New  
Retailer's Class CT License  
  
at premises  
1346 Florida Avenue, NW  
Washington, D.C. 20009

Case No.: 17-PRO-00046  
License No.: ABRA-106450  
Order No.: 2017-476

Maydan, LLC, t/a Maydan (Applicant)

Jon Squicciarini, Commissioner, Advisory Neighborhood Commission (ANC) 1B

Chris Young, President, Meridian Hill Neighborhood Association (MHNA)

**BEFORE:** Donovan Anderson, Chairperson  
Nick Alberti, Member  
Mike Silverstein, Member  
James Short, Member  
Jake Perry, Member  
Donald Isaac, Sr., Member

**ORDER ON SETTLEMENT AGREEMENT AND  
WITHDRAWAL OF PROTESTS**

The Application filed by Maydan, LLC, t/a Maydan (Applicant), for a new Retailer's Class CT License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on August 14, 2017, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 1B and MHNA entered into a Settlement Agreement (Agreement), dated September 12, 2017, that governs the operation 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 Jon Squicciarini, on behalf of ANC 1B; and Chris Young, on behalf of MHNA; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 1B and MHNA.

Accordingly, it is this 20th day of September, 2017, **ORDERED** that:

1. The Application filed by Maydan, LLC, t/a Maydan, for a new Retailer's Class CT License, located at 1346 Florida Avenue, NW, Washington, D.C., is **GRANTED**;
2. The Protests of ANC 1B and MHNA in this matter are hereby **WITHDRAWN**;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 Applicant, ANC 1B and MHNA.

District of Columbia  
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson



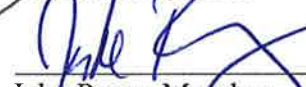
Nick Alberti, Member



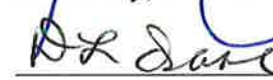
Mike Silverstein, Member



James Short, Member



Jake Perry, Member



Donald Isaac, Sr., 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 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 License  
Maydan, LLC  
1346-B Florida Avenue, NW

THIS SETTLEMENT AGREEMENT made and entered into this 12<sup>th</sup> day of September, 2017 by and between Maydan, LLC t/a Maydan ("Applicant"), Advisory Neighborhood Commission 1B ("ANC 1B") and Meridian Hill Neighborhood Association ("MHNA").

WITNESSETH:

WHEREAS, Applicant has filed application ABRA-106450 with the District of Columbia Alcoholic Beverage Control Board (ABC Board) for a new class CT license for premises to be known as Maydan, and to be located at 1346-B Florida Avenue, NW, Washington, DC 20009 (Premises).

WHEREAS, certain Protestants have filed before the ABC Board protests opposing the granting of this application;

WHEREAS, ANC 1B and MHNA have concerns about the effect of Applicant's operation on nearby residents and the neighborhood at large;

WHEREAS, in recognition of the ABC Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching settlement agreements, by their signatures below, the parties hereto desire to enter into a settlement agreement whereby (1) Applicant will agree to adopt certain measures to address ANC 1B's and MHNA's concerns and to include this Agreement as a formal condition of its application, and (2) ANC 1B and MHNA will agree to the issuance of the new license provided that the terms of this Agreement are incorporated into the ABC Board's order issuing the license, which license is conditioned upon compliance with this agreement;

WHEREAS, Applicant has recently taken or intends to take certain measures designed to ameliorate concerns of ANC 1B and MHNA;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings memorialized herein, the Applicant, ANC 1B, and MHNA hereby agree as follows:

1. NATURE OF BUSINESS:

Maydan is a neighborhood tavern specializing in Middle Eastern food and featuring an eclectic range of beer, wine and cocktails. Applicant shall have live entertainment. Applicant's kitchen shall remain open to provide food service each day the establishment opens for business until 11 p.m. or two hours before the business closes, whichever is earlier. The establishment's occupancy shall be governed by the Applicant's certificate of occupancy. There shall be no outdoor space.

2. NOISE:

A. Applicant acknowledges familiarity with and will comply with noise-control provisions of the District of Columbia law and regulations, including but not limited to District of Columbia Municipal Regulations (DCMR) Title 20 and Title 25. This includes the requirement that Applicant prevent emissions of sound capable of being heard in other premises by any mechanical device, machine, apparatus, or instrument for amplification of the human voice or any sound or noise; any bell, horn, gong, whistle, drum, or other noise-making article, instrument, or device; or any musical instrument as required by D.C. Code § 25-725.

B. Applicant agrees not to have any amplified sound on the external of the Establishment.

C. The entrance door and windows of the Premises will be kept closed at all times during business hours when live music is being played, except when persons are in the act of using the door for ingress to or egress from the Premises. Applicant will keep windows and doors closed during business hours whenever necessary to ensure that music, noise and vibrations from the establishment do not rise above levels set forth in DC Code §25-725.

3. HOURS OF OPERATION:

Hours of operation:

Sunday-Thursday: 7 A.M. to 2 A.M.

Friday & Saturday: 7A.M. to 3 A.M.

Hours of alcoholic beverages sales/service/consumption:

Sunday-Thursday: 8:00 A.M. to 2:00 A.M.

Friday & Saturday: 8:00 A.M. to 3:00 A.M.

Hours of live entertainment:

Sunday – Thursday: 8:00 A.M. to 2:00 A.M.

Friday & Saturday: 8:00 A.M. to 3:00 A.M.

Notwithstanding the forgoing, Applicant may apply for extended hours on holidays, inauguration week and for other special hours extensions which may be allowed by law.

4. ENTERTAINMENT:

There will be no designated dance floor. Live music shall be limited to the playing of no more than three instruments (excluding vocalists) at any one time. Applicant must ensure that music, noise and vibrations from the establishment do not rise above levels permitted in and shall comply with DC Code §25-725.

There will be no more than two live music/disc jockey events per week.

5. VALET PARKING: Applicant will not apply for a permanent valet parking permit or offer valet parking on a regular basis.

6. TRASH/GARBAGE/RODENTS:

A. Applicant shall maintain trash/garbage removal service at least three times weekly or more if needed and ensure that the trash and dumpster area remains clean. Applicant shall deposit trash and garbage only in rodent-resistant dumpsters and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed.

B. Applicant will make every reasonable effort to eliminate accessible food sources for rodents and eliminate the rat population. Applicant will have professional extermination services under a preventative contract and provide exterminating services as needed. Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the dumpster nor dispose of them down the sink or other drains. Applicant shall request that its trash and recycling contractors pick trash and materials no earlier than 7:00 a.m. Applicant shall not store trash in front of the premises.

7. DELIVERIES:

Applicant shall make commercially reasonable efforts to assure that all deliveries to the Premises are received after 8:00 a.m. and before 6:00 p.m.

8. REMOVAL OF BOTTLES:

Applicant agrees there will be no outside dumping of bottles from the establishment between the hours of 11:30 pm and 8:00 am, seven days a week.

9. NEIGHBORHOOD COURTESY:

Applicant should encourage patrons to be sensitive to the residential neighborhood and the necessity of quiet departure. Applicant shall use all commercially reasonable efforts to provide and maintain a smoking butt receptacle in the alley adjacent to the Premises; if permitted under District of Columbia law.

10. POINT OF CONTACT:

Applicant shall provide to ANC 1B and MHNA the name and current contact information, including cell phone and email address, of one of the principal owners, and a manager who shall be available to respond to complaints or concerns.

11. HANDBILLS:

Applicant shall not make use of handbills or flyers in the marketing of its business.

12. NOTICE AND OPPORTUNITY TO CURE:

In the event that any of the parties are 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. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within thirty days of the date of such notice. Unless otherwise noted above, any 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 at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt.

If to Applicant: Maydan, LLC t/a Maydan

If to ANC 1B: 2000 14th Street N.W. Suite 100B, Washington, DC 20009

If to MHNA: C/o 2125 14th St. NW, #315W, Washington, DC 20009

Wherefore, by the signing of the representatives of Applicant ANC 1B, and MHNA, Applicant hereby agrees to aforementioned covenants and ANC 1B and MHNA agree to the issuance of the Class CT license to Applicant, provided that this Agreement is incorporated into the ABC Board's order issuing a Class CT license, the issuance of which is conditioned upon compliance with the Settlement Agreement.

Applicant:

Neighborhood Commission:

Maydan, LLC t/a Maydan

ANC 1B:

By: \_\_\_\_\_  
Rose Previte

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

MHNA:

By: Chris Young  
Chris Young, President  
president@meridianhilldc.org

Date Signed: 9/12/17

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Applicant:

Maydan, LLC t/a Maydan

By: Rose M. Previte  
Rose/Previte

Date Signed: 9/12/17

MHNA:

By: \_\_\_\_\_  
Chris Young, President  
president@meridianhilldc.org

Date Signed: \_\_\_\_\_

Neighborhood Commission:

ANC 1B:

By: Jon Squicciarini  
Jon Squicciarini/Commissioner  
Name/Title: ANC 1B04

Date Signed: 9/13/17