

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

In the Matter of:

Medium Rare Barracks Row, LLC
t/a Medium Rare Barracks Row

Holder of a
Retailer's Class CR License

at premises
515 8th Street, S.E.
Washington, D.C. 20003

License No. ABRA-093525
Order No. 2016-368

Medium Rare Barracks Row, LLC, t/a Medium Rare Barracks Row (Licensee)

Kirsten Oldenburg, Chairperson, Advisory Neighborhood Commission (ANC) 6B

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
Ruthanne Miller, Member
James Short, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Medium Rare Barracks Row, LLC, t/a Medium Rare Barracks Row (Licensee), and ANC 6B have entered into a Settlement Agreement (Agreement), dated May 12, 2016, that governs the operation of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Kirsten Oldenburg, on behalf of ANC 6B, are signatories to the Agreement.

Accordingly, it is this 8th day of June, 2016, **ORDERED** that:

1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

Section 10 (Compliance with Agency Regulations) – This Section shall be modified to read as follows: “Applicant understands, agrees, and promises that they will maintain compliance with all laws and regulations of the District of Columbia at all times. Specifically, Applicant will ensure strict adherence to ABRA, Department of Consumer and Regulatory Affairs (DCRA), Department of Health (DOH), Department of Public Works (DPW) and other applicable DC Agency regulations regarding (a) conduct of its business and (b) the ownership of the license and all other provisions applicable to liquor licenses.”

The parties have agreed to this modification.

2. This Settlement Agreement replaces and supersedes previous Settlement Agreements between the parties; and
3. Copies of this Order shall be sent to the Licensee and ANC 6B.

District of Columbia
Alcoholic Beverage Control Board



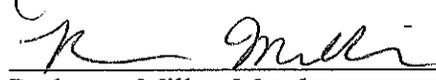
Donovan Anderson, Chairperson



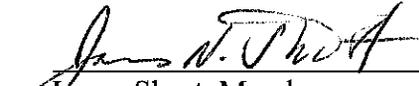
Nick Alberti, Member



Mike Silverstein, Member



Ruthanne Miller, Member



James Short, 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).

**SETTLEMENT AGREEMENT BY AND BETWEEN
ADVISORY NEIGHBORHOOD COMMISSION 6B**

and

Medium Rare Barracks Row LLC
d/b/a Medium Rare

Pursuant to this Settlement Agreement, ("Agreement"), by and between Medium Rare Barracks Row LLC (d/b/a Medium Rare), ("Applicant"), and Advisory Neighborhood Commission 6B ("ANC6B"), effective as of the date of its adoption by ANC6B, the parties hereto hereby agree to be legally bound by the terms and conditions of this Settlement Agreement (SA) as it relates to conduct of business located at 515 8th Street, SE, Washington, DC 20003, ("Premises").

WHEREAS, Applicant has applied before the District of Columbia Alcoholic Beverage Regulatory Administration ("ABRA") to effect, and is seeking its renewal of its existing Class "C" Restaurant License (ABRA-093525) ("License"); and,

WHEREAS, Applicant and ANC 6B are desirous of voluntarily entering into and mutually memorialize in this SA the terms and conditions upon which ANC6B has agreed to support Applicant's License, pursuant to the provisions of D.C. Code § 25-446, for the operation and maintenance of Applicant's business at the Premises in such a manner as to further promote the peace, order and quiet of the neighborhood as well as maintain security and sanitation of the alley immediately behind the Premises;

WHEREAS, this is intended to replace in its entirety the Settlement Agreement dated April 12, 2013 by and between Szechuan House Restaurant Fusion Grill, and any other agreements between prior occupants of the Premises or holders of the License, rendering the same null, void and of no further force and effect from and after the date of this Agreement.

NOW, THEREFORE, Applicant and ANC 6B agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Nature of the Business. Applicant will manage and operate a prepared food business/ restaurant / bar ("Establishment") with a Sidewalk Café endorsement at the Premises and, at Applicant's election, public space fronting adjacent property known as 516 8th St. S.E. ("Adjacent Property"), presently occupied by the Shakespeare Theater (the "Expansion Café Space"), the portion of the public space fronting the Premises presently used as the Sidewalk Café and the Expansion Café Space being collectively referred to as the "Sidewalk Café"). In no event shall Applicant operate or seek to operate the Establishment in excess of the maximum number of patrons that may lawfully occupy the Premises pursuant to its Certificate of Occupancy, plus outdoor seating as may be permitted under permits and leases/license agreements for the Sidewalk Café.
3. Hours of Operation and Sales. The Applicant's hours of operation and alcoholic beverage sales may be changed from time to time in Applicant's discretion, as may be otherwise permitted by its License, but in no event shall exceed or extend beyond the following:

Applicant's hours of Operation for the interior portion of the Premises shall be as follows:

Sunday through Saturday: 9:00 a.m. – 3:00 a.m.

Applicant's hours of Operation for the Sidewalk Café shall be as follows:

Sunday through Saturday: 9:00 a.m. – 12:00 midnight.

Provided, however, (1) on days designated by the DC ABC Board as "Extended Hours for ABC Establishments," Applicant may serve alcoholic beverages for one additional hour solely as to inside sales and operations; (2) in the event the Council of the District of Columbia or the ABC Board grant licenses, in general, extended operating hours for particular event(s), Applicant may avail itself of such extended hours solely as to inside operations; and, (3) on January 1 of each year Applicant may serve alcoholic beverages and provide entertainment until 3:00 a.m. Applicant must submit, as required by regulation, any forms or document to the authorizing agency for such extended hours.

4. Requirements for Operation of Sidewalk Café. Applicant shall operate its Sidewalk Café consistent with the terms and conditions of its Public Space Management Branch Certification for such space, and shall cause its employees to maintain the Sidewalk Café in a clean and orderly manner. The Applicant shall cause the area extending from the Sidewalk Café to the curb on the side of the Establishment to be regularly swept and shall remove litter and debris on not less than a daily basis, weather permitting. No amplified sound above decibel levels allowed under local ordinances then in effect shall be utilized or permitted in any portion of the Sidewalk Café, or otherwise emanate from any location exterior to the Premises.

5. Refuse Storage and Disposal. Applicant shall comply with DCMR 21-704.3-704.5 by utilizing and regularly maintaining one or more food waste (garbage) grinder(s) adequate in capacity to dispose of all grindable food wastes produced. Non-recyclable waste and recyclable trash (glass, plastic, cardboard and metal cans that have been rendered free to organic materials) shall be disposed of in sealed bags that are placed in appropriate receptacles capable of being sealed with closing lids and otherwise designed for that purpose.

Applicant shall utilize and maintain rodent proof waste and trash containers (receptacles) at the rear of the Premises with sufficient capacity to store all non-grindable garbage and recyclable trash and non-recyclable waste. Applicant shall ensure grease is placed in a secure well-maintained and sealed container. Any grease leak shall be cleaned up promptly.

Applicant agrees to adhere to the following conditions with respect to garbage and trash management, including disposal of and the sanitary maintenance of the exterior trash receptacle.

- a. Applicant shall contract with third party sanitation or waste management and recycling vendor(s) to collect garbage and non-recyclable waste six (6) days per week and recycling a minimum of four (4) days per week (or such more frequent schedules as may be necessary to prevent the receptacles from exceeding their capacity).
- b. Applicant will ensure timely waste disposal and use its best efforts to schedule a time for pickup that is the least disruptive to the neighbors. Garbage, recyclable, and grease collections shall not occur between the hours of 10:00 p.m. and 7:00 a.m. No glass shall be placed in any exterior receptacle nor otherwise disposed between 10:00 p.m. and 7:00 a.m. Any glass material needing to be recycled or otherwise disposed of during this timeframe shall be stored inside Applicant's establishment until at least 8:00 a.m. the following day.
- c. Applicant shall not place any non-grindable garbage, recyclable and non-recyclable trash in exterior trash receptacles in any manner that would prevent the full closure of the receptacles.
- d. All receptacles (for garbage trash and waste) shall be secured with lids (as per their design), including while within the trash storage area and while being hauled to and from sanitation trucks.
- e. All receptacles used for grease, garbage, recyclable trash and waste shall be maintained in good repair and in safe and sanitary condition. Any damaged or leaking containers, including dumpster lids that become bent or warped such that they are no longer rodent-proof, shall be promptly repaired or

replaced. All such containers shall conform to then-existing regulations or guidelines of any District of Columbia governmental agency having the authority or jurisdiction to prescribe such regulations or guidelines.

- f. Applicant will daily check the full area around the trash receptacles and pick up or hose down any debris or liquid waste left behind after garbage, grease or recycling receptacles have been emptied.
- g. Garbage, grease and/or recycling spills shall be cleaned up as soon as practicable after they occur. Any leak or spillage of grease shall be promptly cleaned utilizing standard industry practices such as solvents and power washing for such uncontained grease.
- h. Applicant shall power-wash the area around the trash receptacles and all receptacles no less often than once every two weeks. No power-washing shall occur between the hours of 7:00 p.m. and 9:00 a.m. on weekdays or 7:00 p.m. and 12:00 noon on weekends except that cleaning of the kitchen exhaust system may occur overnight. In these circumstances, Applicant will direct the vendor to stage the power washing equipment in front of the Premises.
- i. Any receptacle for recyclables or restaurant supplies such as linens or kegs will be located such that it does not block access to the rear door of the Premises or encroach on the abutting property.
- j. Applicant shall cooperate and permit inspection of the Premises, as may be reasonable, pursuant to ABRA regulations or as may be reasonably requested by any authorized District of Columbia governmental entity.

6. Noise and Odor Mitigation. No objectionable noises, sounds, odors, or other conditions that are publicly observable or emitted beyond the immediate proximity of the Premises will be created by Applicant. Applicant will strictly comply with D.C. Official Code § 25-725 and toward that end shall take action to ensure that music, noise and vibration from the Establishment does not exceed decibel limits allowed under District of Columbia law. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry or exit doors. Applicant will discourage employees from disturbing the peace when on break or after hours in the alley behind the Premises and will, if necessary, provide disposal receptacles for extinguishing and disposing of smoking materials.

Applicant will take all reasonable steps necessary to mitigate noise emanating from mechanical equipment associated with Applicant's operations (e.g. HVAC, grease fan) and comply with applicable DCMR provisions, prevent an increase in existing sound level from such equipment. Noise mitigating actions may include installation of sound absorbing and sound dampening materials on the roof between the HVAC and kitchen equipment and the residential properties along the rear of the Premises. Applicant further agrees to install odor control filters in its existing kitchen exhaust system.

7. Rat and Vermin Control. Applicant shall maintain in force a contract for regular and recurring application of a plan for pest control that includes baiting or similar rodent abatement procedures for the Premises including any and all interior or exterior trash storage areas or receptacles and the exterior area immediately adjacent to the Premises. Applicant shall not store or place foodstuffs, organic materials, or other consumable goods of any type outside the Premises prior to use. Any leak or spillage of grease shall be promptly cleaned utilizing standard industry practices such as solvents and power washing for such uncontained grease, and any damaged or leaking containers shall be promptly repaired or replaced.

8. Delivery of Vendor Shipments. Except during hours when Applicant is open to the public and subject to creation of a loading zone fronting the Premises and availability of such loading zone for Tenant's use as and when deliveries are made, Applicant shall request that any third party vendor deliveries of food, beverage, supplies (other than linen and deliveries of heavy or bulk items or material that may cause wear and tear or damage to the seating areas of the Premises or pose increase risk of injury or damage to person or property if delivered through the front rather than the alley) use and access the Premises from any loading zone located in front of the Premises.

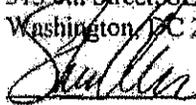
9. Security Cooperation in Stemming Loitering and Illegal Drugs. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises. Applicant agrees to monitor for and prohibit sales or use of illegal drugs within or about the Premises and maintain contact and cooperate with MPD and other enforcement officials when known or suspected drug activities occur.

10. Compliance with Agency Regulations. Applicant will ensure that it abides by ABRA, Department of Consumer and Regulatory Affairs (DCRA), Department of Health (DOH), Department of Public Works (DPW) and other applicable DC Agency regulations regarding (a) conduct of its business and (b) the ownership of the license and all other provisions applicable to liquor licenses. Violations of DC Agency regulations shall constitute a violation of this Agreement.

IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.

Applicant:

ABRA# -093525
Medium Rare Barracks Row LLC
d/b/a Medium Rare
515 8th Street, SE
Washington, DC 20003

 (Name of Person Authorized to Sign)

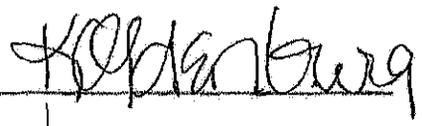
Steven M. Abromson, Member - General Counsel (Title)

Signature: 

Date: 5/12/16

ANC:

Advisory Neighborhood Commission 6B
921 Pennsylvania Avenue, SE
Washington, DC 20003
Kirsten Oldenburg, Chairperson

Signature: 

Date: 5-12-16

ANC 6B

Capitol Hill / Southeast

May 16, 2016

921 Pennsylvania Avenue SE
Washington, DC 20003-2141
6B@anc.dc.gov
202-546-8642

Donovan Anderson, Chair
Alcoholic Beverage Control Board
2000 14th Street NW, Suite 400S
Washington, DC 20009

OFFICERS

Chair
Kirsten Oldenburg

Vice-Chair
Nick Burger

Secretary
Daniel Chao

Treasurer
Diane Hoskins

Parliamentarian
Denise Krepp

VIA E-MAIL: abra.legal@dc.gov

RE: ABRA-093525—Medium Rare Barracks Row, 515 8th Street SE, renewal of Class C Restaurant license

Dear Mr. Anderson:

At its regularly scheduled, properly noticed meeting of May 10, 2016, with a quorum present, Advisory Neighborhood Commission (ANC) 6B voted 8-0-0 to support the above-referenced ABC license renewal.

For your review and approval, please find attached a Settlement Amendment, which was executed by both parties.

Please contact Commissioner Chander Jayaraman, ANC 6B's Alcohol Beverage Control Committee Chair, at 202-546-2609 or chander6b08@anc6b.org if you have questions or need further information. Thank you.

Sincerely,



Kirsten Oldenburg
Chair

Attachment

COMMISSIONERS

SMD 1 *Jennifer Samolyk*

SMD 2 *Diane Hoskins*

SMD 3 *James Loots*

SMD 4 *Kirsten Oldenburg*

SMD 5 *Steve Hagadorn*

SMD 6 *Nick Burger*

SMD 7 *Daniel Chao*

SMD 8 *Chander Jayaraman*

SMD 9 *Daniel Ridge*

SMD 10 *Denise Krepp*