

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

<b>In the Matter of:</b>	)	
	)	
RTP, LLC	)	
t/a The Midlands	)	
	)	
Applicant for a New	)	License No. ABRA-102117
Retailer's Class CT License	)	Order No. 2016-330
	)	
at premises	)	
3333 Georgia Avenue, N.W.	)	
Washington, D.C. 20010	)	

RTP, LLC, t/a The Midlands (Applicant)

Kent C. Boese, Chairperson, Advisory Neighborhood Commission (ANC) 1A

**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 RTP, LLC, t/a The Midlands, Applicant for a new Retailer's Class CT License, located at 3333 Georgia Avenue, N.W., Washington, D.C., and ANC 1A have entered into a Settlement Agreement (Agreement), dated May 11, 2016, 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 and Chairperson Kent C. Boese, on behalf of ANC 1A, are signatories to the Agreement.

Accordingly, it is this 25th day of May, 2016, **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, except for the following modifications:

Section 2 (Nature of the Business) – The second sentence shall be modified to read as follows: “Any change from this model shall be considered by both Parties to be of great concern to residents and requires prior approval by the ABC Board.”

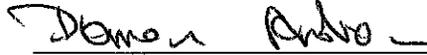
Section 4 (Floors Utilized and Occupancy – The language “DC Code and Fire Regulations” shall be replaced with “the Certificate of Occupancy issued by the Department of Consumer and Regulatory Affairs.”

Section 12 (Notice and Opportunity to Cure) – The D.C. Official Code “§ 25-446(e)” shall be replaced with “§ 25-447.”

The parties have agreed to these modifications.

2. Copies of this Order shall be sent to the Applicant and ANC 1A.

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 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).



## ANC 1A ADVISORY NEIGHBORHOOD COMMISSION 1A

SMD 1A01 – Marvin L. Johnson  
SMD 1A04 – Matthew Goldschmidt  
SMD 1A07 – Darwain Frost  
SMD 1A10 – Rashida Brown

SMD 1A02 – Josue Salmeron  
SMD 1A05 – Thu Nguyen  
SMD 1A08 – Kent C. Boesc  
SMD 1A11 – Dotti Love Wade

SMD 1A03 – Tom Gordon  
SMD 1A06 – Richard DuBeshter  
SMD 1A09 – Bobby Holmes  
SMD 1A12 – Margaret Hundley

### SETTLEMENT AGREEMENT

THIS AGREEMENT (“Agreement”) is made on this 11 day of May, 2016, by and between RTP, LLC t/a The Midlands (the “Applicant”), and Advisory Neighborhood Commission 1A (“Protestant”), (collectively, the “Parties”).

#### WITNESSETH

WHEREAS, Applicant has applied for a Retailers License Class “CT” Tavern for a business establishment located at 3333 Georgia Avenue, NW, Washington, D.C. (the “Premises”);

WHEREAS, the Protestant is Advisory Neighborhood Commission 1A, who filed a timely protest (the “Protest”) against the issuance of the Applicant’s license application pursuant to D.C. Official Code § 25-601 (1) and §25- 601 (4), respectively;

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board (“ABC Board”) approve the Applicant’s license application conditioned upon the Applicant’s compliance with the terms of this written agreement; and

WHEREAS, the Parties are desirous of entering into an Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect on (i) the peace, order, and quiet of the neighborhood and (ii) pedestrian safety and vehicular traffic, and to eliminate the need for a Protest Hearing regarding the license application.

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 the Business:** The Applicant will manage and operate a tavern with an emphasis on food. Any change from this model shall be considered by both Parties to be a substantial change in operation of great concern to residents and requires prior approval by the ABC Board.
3. **Hours of Operation and Sales:** The Applicant’s hours of operation shall be as follows;

Sunday through Thursday 9:00 am – 2:00 am,  
Friday and Saturday 9:00 am – 3:00 am

Advisory Neighborhood Commission 1A  
3400 11th Street NW #200  
Washington, DC 20010

The Applicant's hours for selling and serving alcohol on premise shall be as follows:

Sunday through Thursday 9:00 am – 2:00 am  
Friday and Saturday 9:00 am – 3:00 am

The Applicant's hours for selling and serving alcohol on the Summer Garden shall be as follows:

Sunday through Thursday 9:00 am – 2:00 am  
Friday and Saturday 9:00 am – 3:00 am

The Applicant's hours of live entertainment on premise shall be as follows:

Sunday through Saturday 11:00 am – 1:00 am

The Applicant's hours of live entertainment for summer garden shall be as follows:

Sunday through Saturday 10:00 am – 11:00 pm

Provided, however, (1) on days designated by the DC ABC Board as "extended Hours for ABC Establishments" Applicant may serve alcoholic beverages and provide entertainment for one additional hour (that is, one hour later in the morning) or later hours as authorized; (2) in the event the Council of the District of Columbia or the DC ABC Board grant licensees in general extended operating hours Applicant may avail itself of such extended hours; (3) on January 1 of each year Applicant may serve alcoholic beverages and provide entertainment until 4 am.

4. **Floors Utilized and Occupancy:** The Applicant will operate its establishment on the 1<sup>st</sup> floor of the building. The Establishment will have no more patrons than permissible by DC Code and Fire regulations.
5. **Noise and Privacy:** Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall make architectural improvements to the property as needed and take all necessary actions to ensure that music, noise, and vibration from the Establishment are not audible within the adjacent residential properties. The tavern's operation shall at all times be in compliance with the D.C. Noise Control Act. Applicant will encourage employees and patrons to be considerate of residents in the neighborhood after departing the building, by keeping conversations and other noises at a level that will not disturb peace, order, quiet enjoyment and tranquility of residents in the enjoyment of their homes or generate a noise complaint.
6. **Entertainment:** The Applicant may offer facilities for live performances with an entertainment endorsement and may have recorded and background music without an entertainment endorsement. "Entertainment" means live music or any other live performance by an actual person, including live bands, karaoke, comedy shows, poetry readings, and disc jockeys. The Applicant shall configure any and all speaker systems such as to minimize sound from being heard in the adjacent residential area. The parties agree to cooperate in conducting noise level checks to assure compliance with this subsection. **Amplified entertainment will not be permitted on the Summer Garden later than 9 p.m.** In the event there shall be a violation of this subsection, the Applicant

shall take all steps necessary to prevent the repetition of such violation. The Applicant will notify performers of the terms of the Entertainment endorsement, including hours on the Summer Garden, as necessary to maintain peace, order, and quiet in the surrounding residential area.

7. **Public Space and Trash:** Applicant shall keep the sidewalk, tree box(es), and abutting public spaces clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed. The Applicant agrees to obtain a dumpster to be placed in the rear of the building. Applicant shall ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and so that no garbage is placed on the abutting property.
8. **Rats and Vermin Control:** The Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract upon the request of the Board. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there is not garbage and odors present the following morning.
9. **Parking:** Applicant will encourage transit use, and will direct patrons to use available on street metered parking spaces rather than parking on residential streets.
10. **License Ownership and Compliance with ABRA Regulations:** Applicant promises to Protestants that it shall abide by all Alcoholic Beverage Regulation Administration (ABRA) regulations regarding ownership of the license and all other provisions applicable to liquor licensees, and agrees that Protestants shall have standing to ask the ABC Board to enforce any violations of the agreement.
11. **Participation in the Community:** Applicant agrees to seek to maintain open communication with the Protestants, and the community for which the ANC acts.
12. **Notice and Opportunity to Cure:** In the event that any of the parties is in breach of this Agreement, the party 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 emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If Applicant or the licensee fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30-days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for the ANC to file a complaint with the ABC Board pursuant to D.C. Official Code § 25- 446(e) in order to enforce the provisions of the Agreement. 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 or receipt or refusal of receipt.

If to Applicant:  
RTP, LLC, t/a The Midlands  
1375 Kenyon Street, NW  
Washington, DC  
Attn: Joseph Sherwood  
(202) 316-0650

If to Protestants:  
Advisory Neighborhood Commissions 1A  
3400 11<sup>th</sup> Street, NW  
Washington, DC  
Attn: Kent Boese, Chairman  
202- 944-8111

RTP, LLC

Signature: 

Print Name: Joseph P. SHERWOOD

ANCI

Signature: 

Print Name: Kent C. Boese