

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

In the Matter of:)	
)	
Madras Bar, LLC)	
t/a The Airedale)	
)	
Holder of a)	License No. ABRA-100018
Retailer's Class CT License)	Order No. 2016-125
)	
at premises)	
3605 14 th Street, N.W.)	
Washington, D.C. 20010)	

Madras Bar, LLC, t/a The Airedale (Licensee)

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 Madras Bar, LLC, t/a The Airedale (Licensee), and ANC 1A have entered into a Settlement Agreement (Agreement), dated March 9, 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 Kent C. Boese and Commissioner Rashida Brown, on behalf of ANC 1A, are signatories to the Agreement.

Accordingly, it is this 16th day of March, 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 modifications:

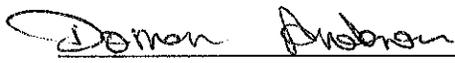
Section 3 (Hours of Operation and Sales) – The following language shall be removed: “On special occasions the restaurant may stay open later if permissible by DC law or ABRA.

Section 10 (Notice and Opportunity to Cure) – The third sentence shall be modified to read as follows: “If Applicant 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 the cure or diligently to pursue such cure, failure shall constitute a cause for the filing of a complaint with the Board to commence an investigation by ABRA's Enforcement Division pursuant to § 25-201(c)(6).”

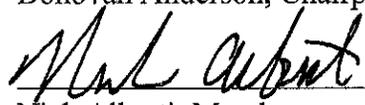
The parties have agreed to these modifications.

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

District of Columbia
Alcoholic Beverage Control Board



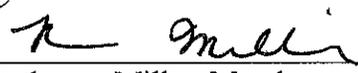
Donovan Anderson, Chairperson



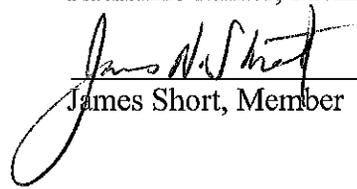
Nick Alberti, Member



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 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).



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. Boese
SMD 1A11 – Dotti Love Wade

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

SETTLEMENT AGREEMENT

THIS VOLUNTARY AGREEMENT ("Agreement") is made on this Ninth day of March 2016 by and between Madras Bar, LLC t/a The Airdale ("Applicant") and Advisory Neighborhood Commission 1A ("Protestant") (collectively, the "Parties").

WITNESSETH

WHEREAS, The Applicant has applied for a Substantial Change to its Retailer's Class "C" Tavern license under the D.C. Alcoholic Beverage Control Act, requesting a Change of Hours for both the outdoor Summer Garden and Sidewalk Cafe as well as a change to its indoor hours of operation, alcoholic beverage sales, service and consumption, and live entertainment for the restaurant ("Restaurant") located at 3605 14th Street, NW, Washington, DC ("Premises"); and

WHEREAS, the Parties have agreed to enter into this Agreement and request that 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 a Settlement Agreement, pursuant to D.C. Official Code § 25-446, to eliminate the need for a Protest Hearing regarding the license application and to ensure the operation and maintenance of the Restaurant in such a manner as to minimize the effect on (i) the peace, order, and quiet neighborhood; and (ii) pedestrian safety and vehicular traffic.

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 restaurant on a regular schedule and provide food and beverages. 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.
3. **Hours of Operation and Sales.** The Applicant's hours of operation shall be as follows:

Sunday 7:00 am - 12:00 am
Monday 10:00 am - 2:00 am
Tuesday through Friday 12:00 pm to 2:00 am

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

Saturday 7:00 am to 2:00 am

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

Sunday 8:00 am - 12:00 am
Monday through Friday 12:00pm - 2:00 am
Saturday 8:00 am - 2:00 am

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

Sunday 6:00 pm - 12:00 am
Monday through Friday 6:00 pm - 1:00 am
Saturday 6:00 pm - 2:00 am

The Applicant's hours of operation for the outdoor Summer Garden shall be as follows:

Sunday 7:00 pm - 12:00 am
Monday through Thursday 12:00 pm - 1:00 am
Friday 12:00 pm - 2:00 am
Saturday 7:00 am - 2:00 am

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

Sunday 8:00 pm - 12:00 am
Monday through Thursday 12:00 pm - 11:00 pm
Friday 12:00 pm - 12:00 am
Saturday 8:00 am - 12:00 am

The Applicant's hours of operation for the Sidewalk Cafe shall be as follows:

Sunday 7:00 pm - 12:00 am
Monday 10:00 am - 1:00 am
Tuesday through Friday 2:00 pm to 1:00 am
Saturday 7:00 am - 1:00 am

The Applicant's hours for selling and serving alcohol in the Sidewalk Cafe shall be as follows:

Sunday 8:00 pm - 11:00 pm
Monday through Thursday 2:00 pm - 11:00 pm
Friday 2:00 pm - 12:00 am
Saturday 8:00 am - 12:00 am

On special occasions the Restaurant may stay open later if permissible by DC law or ABRA.

4. **Noise and Privacy.** The Applicant will strictly comply with D.C. Official Code § 25-725. The Applicant agrees to implement sound suppression measures that will mitigate any noise from the Restaurant, Summer Garden, and Sidewalk Cafe that may be heard in surrounding residents' homes. If necessary, the Applicant will take reasonable steps to reduce noise emanating from the Restaurant from the opening of the entry or exit doors.
5. **Public Space and Trash.** The Applicant shall keep the sidewalk (up to and including the curb), tree box(es), curb, and abutting alley clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. The Applicant shall police these areas sufficiently during operating hours to ensure that refuse and other materials are promptly removed. The Applicant agrees to obtain a dumpster to be placed in the rear of the building. The 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 properties and so that no garbage is placed on abutting properties. The Applicant shall maintain regular trash removal service.
6. **Rats and Vermin Control.** The Applicant will make reasonable efforts to mitigate rodent and vermin infestations of its property and ensure that the Restaurant and the area around the Premises are properly cleaned at the end of each night so that there are not refuse and odors present the following morning.
7. **Graffiti and Tagging.** The Applicant will be responsible for ensuring that the area surrounding the Premises remains free of graffiti. If the Applicant's premises is defaced by graffiti or tagging, it is Applicant's responsibility to ensure that the graffiti is removed from the Premises.
8. **License Ownership and Compliance with ABRA Regulations.** Applicant promises to Protestant that it shall abide by all Alcohol Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees, and agrees that Protestant shall have standing to ask the ABC Board to enforce any violations of the agreement.
9. **Participation in the Community.** The Applicant agrees to seek to maintain open communication with the Protestants and the community for which the ANC acts.
10. **Notice and Opportunity to Cure.** In the event that any of the parties is 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 be provided for a cure within 30 days of the date of such notice. If Applicant 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 the cure or diligently to pursue such cure, failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-47. 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 party 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:
Madras Bar, LLC t/a The Airdale
3605 14th Street, NW
Washington, DC 20010

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

Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

This Settlement Agreement was approved by a quorum of Advisory Neighborhood Commissioners at the ANC 1A public meeting held March 9, 2016.

APPLICANT:



On Behalf of Madras Bay, LLC t/a The Airdale

3/9/16
Date

PROTESTANT:



Kent C. Boese, Chairman, ANC 1A

3/9/16
Date



Rashida Brown, Secretary, ANC 1A

3/9/16
Date