

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

In the Matter of:

Ginza BBQ Lounge, LLC
t/a Ginza BBQ Lounge and Karaoke-Spot

Holder of a
Retailer's Class CT License

at premises
526 8th Street, SE
Washington, D.C. 20003

License No.: ABRA-120833
Order No.: 2022-322

Ginza BBQ Lounge, LLC, t/a Ginza BBQ Lounge and Karaoke-Spot, Applicant

Corey Holman, Chairperson, Advisory Neighborhood Commission (ANC) 6B

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

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Ginza BBQ Lounge, LLC, t/a Ginza BBQ Lounge and Karaoke-Spot (Licensee), and ANC 6B have entered into a Settlement Agreement (Agreement), dated July 5, 2022, that governs the operations of the Licensee's establishment.

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

Accordingly, it is this 13th day of July 2022, **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; and
2. Copies of this Order shall be sent to the Applicant and ANC 6B.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: a7430400500f9440790094182108

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 547a277020a7c98110320820-040

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 25663fadf0e146d74b75bd7917d20d

Bobby Cato, Member

eSigned via SeamlessDocs.com
Rafi Aliya Crockett, Member
Key: b550e91845e1f0e4016155e5c12f81c2

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 63172201f55f64474216560c2a4185d

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5027bda7f0f0d040ec14a3e602541ce5

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, 2000 14th Street, N.W., Suite 400S, Washington, DC 20009.

Also, pursuant to section II 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

Ginza BBQ Lounge, LLC
d/b/a Ginza BBQ Lounge and Karaoke Spot

Pursuant to this Settlement Agreement, (“Agreement”), by and between Ginza BBQ Lounge, LLC d/b/a Ginza BBQ Lounge and Karaoke Spot (“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 the operation of Applicant’s business located at 526 8th Street, S.E Washington, DC 20003 (“Premises”).

WHEREAS, Applicant has applied before the District of Columbia Alcoholic Beverage Regulatory Administration (“ABRA”) to effect, and is seeking its approval of its Retailers’ Class “CT” Tavern” License (ABRA-120833) Live Entertainment endorsement and Summer Garden

WHEREAS, Applicant and ANC6B 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; and,

WHEREAS, this is intended to replace in its entirety any and all previously-existing Settlement Agreements between the Parties, and all such previous agreements are hereby declared superseded, null and void and of no further effect.

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 full-service seated Tavern (“Establishment”) with an endorsement for live entertainment (Karaoke) only inside the Premises. Applicant currently seeks a total seating for up to 201 patrons, inclusive of 152 indoor seating (total occupancy load inside 157) and 49 in the summer Garden seating. In no event shall Applicant operate or seek to operate the Establishment in excess of the maximum number of patrons agreed to in this SA or that may lawfully occupy the Premises pursuant to its Certificate of Occupancy, whichever is more restrictive.
3. Hours of Operation, Sales, Service, and Consumption. Applicant’s hours of operation, and alcoholic beverage sales, service, and consumption 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:

Hours of Operation, Sales, Service, and Consumption on the interior of the Establishment:

Sunday through Thursday: 10:00 a.m. – 2:00 a.m.
Friday and Saturday: 10:00 a.m. – 3:00 a.m.

Hours of Operation, Sales, Service, and Consumption in the Summer Garden:

Sunday through Thursday: 10:00 a.m. – 12:00 a.m.
Friday and Saturday: 10:00 a.m. – 12:00 a.m.

Provided, however, that (1) on days designated by the DC ABC Board as “extended Hours for ABC Establishments,” Applicant may serve alcoholic beverages for one additional hour; (2) in the event the Council of the District of Columbia or the ABC Board grant licensees in general extended operating hours for particular event(s), Applicant may avail itself of such extended hours; and, (3) on January 1 of each year Applicant may serve alcoholic beverages until 3 a.m. In addition, the Licensee may apply for a one-day substantial change, without objection from the ANC, to be allowed to offer entertainment inside the establishment on January 1. Applicant must submit, as required by regulation, any forms or documents to ABRA and gain approval for such extended hours of service and entertainment. These extended hours apply only to the hours of operation of the interior of the Premises.

4. Requirements for Operation of Summer Garden. Applicant shall not use any lighting that will shine directly into the rear gardens and windows of residences that back into the alley. Only recorded music may be played at ambient sound levels that cannot be heard in residences beyond the property line of the Premises.

5. Refuse Storage and Disposal. All trash and recyclable waste (glass, plastic, cardboard and metals that have been rendered free of organic materials) shall be disposed of, separately, in sealed bags that are placed in appropriate waste receptacles capable of being sealed with closing lids and otherwise designed for that purpose. Exterior receptacles shall be kept closed and secured at all times except when actively used to deposit or collect recyclable materials.

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 readily grindable food wastes produced. For the storage of any trash or recycling generated by the Applicant’s operations, including all grease and food waste, shall be stored in appropriate containers in the ground floor internal trash storage room, which is accessible internally from the 2nd and 3rd floors of the building.

Applicant has direct control over all aspects of its trash management.

- a. Garbage and recycling shall be collected 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); Applicant will ensure timely waste disposal that is the least disruptive to the neighbors. Garbage, recyclable, and grease collections shall not occur before 7:00 a.m. or after 10:00 p.m.
- b. Staff may move trash/recycling to the exterior of the Establishment at the rear of the property on the day of trash and recycling pick up.

- c. All receptacles used for garbage, recyclables, and grease shall be maintained in good repair, safe and sanitary condition and any damaged or leaking containers shall be promptly repaired or replaced.
 - d. All receptacles, any waste enclosure, and the adjacent alleyway shall be power washed no less often than once every two weeks. No power-washing shall take place 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;
 - e. Applicant shall not place glass in any exterior receptacle nor otherwise disposed after 10:00 p.m. or before 7:00 a.m. Any glass material needing to be recycled or otherwise disposed between 10:00 p.m. and 7:00 a.m. shall be stored inside Applicant's establishment until at least 7:00 a.m. the following day.
 - f. Applicant shall not store or place any kegs, foodstuffs, or other consumable goods of any type in the rear of the Premises or on the public alley. No waste of any type shall be placed on or against the abutting property.
 - g. Any receptacle for recyclables or restaurant supplies such as linens, kegs or firewood will be placed such that it does not encroach on the abutting property owners. Applicant shall ensure that no recyclable waste is not placed outside the establishment other than in a fully closed receptacle. Applicant shall ensure that the lids or doors on all receptacles are fully closed at all times.
 - h. All receptacles (for garbage, grease and recyclables) shall be secured with lids (as per their design). Applicant shall not place waste in any waste receptacle in any manner that would prevent the full closure of the receptacle.
 - i. 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.
 - j. Applicant will daily check the alley and full area behind the Premises and pick up or hose down any debris or liquid waste left behind after Applicant's garbage, grease or recycling receptacles have been emptied.
 - k. 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; and,
 - l. Applicant is encouraged to join in any coordinated effort with the adjacent tenants to address any rodent issues regardless of the source of such issues.
6. Noise Mitigation. Applicant will strictly comply with D.C. Official Code § 25-725 ("DC ABC Noise Law") and to that end shall make commercially reasonable architectural improvements to the property, subject to Applicant's landlord's approval, and take all commercially reasonable measures to ensure that music, noise and vibration from the Establishment that are subject to the DC ABC Noise law are not audible outside the establishment at any time. Applicant also agrees to keep its doors and windows closed when music is being played at the establishment, but may open its window panels, and its doors and windows facing the roof top summer garden during such times, provided that the music is not audible beyond the street curbside. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry or exit doors.

7. Odor and Emission Control. Applicant shall ensure that regularly scheduled maintenance and cleaning of exhaust hoods, fans and vents are undertaken in accordance with commercially reasonable standards for the type and amount of cooking undertaken. Applicant shall undertake commercially reasonable efforts to control and mitigate any odor emanating from the premises by maintaining adequate kitchen exhaust ventilation and filtering system to ensure optimal grease and particulate removal and odor mitigation for the type and quantity of cooking undertaken. Applicant will ensure that any mechanical issues that develop with the equipment are promptly addressed.
8. Rodent 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 abutting the rear entrance to the Premises. Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract and of regular inspection and treatment pursuant to such contract, upon request from the Board. Applicant shall undertake commercially reasonable measures to maintain the Premises and take landscaping steps, subject to Landlord's approval, such as removing thick ground cover, trimming bushes, closing rat holes, and using pond stones where needed, to reduce habitat for rats and vermin.
9. Delivery of Vendor Shipments. Applicant will comply with all District of Columbia laws and regulations governing the delivery of food and restaurant supplies to the Premises. Applicant will encourage all commercial third-party vendors to park in designated commercial loading zones during any deliveries. Further, Applicant will notify vendors that parking of delivery trucks in the alley is prohibited.
10. Security Cooperation in Stemming Loitering and Illegal Drugs. Applicant shall make commercially reasonable efforts to discourage loitering in the vicinity of the Premises. Applicant agrees to use such efforts to monitor for and prohibit sales or use of illegal drugs within or near the Premises, and cooperate with MPD and other enforcement officials when known or suspected drug activities occur.
11. Compliance with Agency Regulations. Applicant shall abide by all ABRA regulations regarding (a) conduct of its business and (b) the ownership of the license and all other provisions applicable to liquor licenses. ANC6B does not intend for a violation of DC law or regulation to also be considered a violation of this SA.
12. Notice and Opportunity to Cure. In the event that any of the parties is in breach of this SA, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the SA. Reasonable notice and opportunity shall be provided for a cure within 10 calendar days of the date of such notice. If Applicant refuses or fails to commence the cure or diligently to pursue such cure within the 10-day period (or a breach which reasonably requires more than 10 days to cure), such refusal or failure shall constitute a cause for filing a complaint with the ABRA Board pursuant to D.C. Code § 25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing via electronic mail, or hand delivered, to the other parties to this Agreement. Notice shall be deemed given as of the time of receipt or refusal of receipt:

If to Applicant: Ginza BBQ Lounge LLC
Attn: Ms. Chris Zhu
Email: chrisjanzhu@gmail.com

13. Entire Agreement. This SA is intended to replace in its entirety any and all previously existing settlement agreements between the Parties, and all such previous agreements are hereby declared superseded, null and void and of no further effect.

14. Counterpart; Facsimile signature. This SA may be executed in two or more counterparts which together shall constitute a single agreement. Execution of this SA may be made by facsimile (or other such electronically transmitted) signature which, for all purposes, shall be deemed to be an original signature.

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

Applicant:

Ginza BBQ Lounge, LLC d/b/a Ginza BBQ Lounge and Karaoke Spot
ABRA# 120833
Address: 526 8th Street, SE
Washington, DC 20003
Attn: Ms. Chris Zhu
Email: chriszhujan@gmail.com

Signature: 

Date: 

ANC:

Advisory Neighborhood Commission, 6B
921 Pennsylvania Avenue, SE
Washington, DC 20003
Corey Holman, Chairperson

Signature: 

Date: 07/05/2022