

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

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In the Matter of:	)	
	)	
Rice Bar H Street, Inc., t/a	)	Case No.: 19-PRO-00087
Rice Bar	)	License Nos.: ABRA-113948
	)	Order No.: 2019-585
	)	
Application for a New	)	
Retailer's Class DR License	)	
	)	
at premises	)	
625 H Street, N.E.	)	
Washington, D.C. 20002	)	

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Rice Bar H Street, LLC, t/a Rice Bar, Applicant

Stephen O'Neal, Chairperson of Advisory Neighborhood Commission (ANC) 6C's Alcoholic Beverage Licensing Committee, Protestant

**BEFORE:** Donovan Anderson, Chairperson  
Mike Silverstein, Member  
James Short, Member  
Bobby Cato, Member  
Rema Wahabzadah, Member  
Rafi Crockett, Member

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**ORDER ON SETTLEMENT AGREEMENT AND WITHDRAWAL OF ANC 6C'S  
PROTEST**

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The Application filed by Rice Bar H Street, LLC, t/a Rice Bar (Applicant), for a new Retailer's DR License, located at 625 H Street, N.E., Washington, D.C. 20002, was protested by Advisory Neighborhood Commission (ANC) 6C.

The official records of the Board reflect that the Applicant and ANC 6C entered into a Settlement Agreement (Agreement), dated July 30, 2019, that governs the operations of the Applicant's establishment.

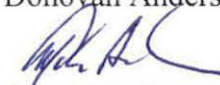
The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Stephen O'Neal, on behalf of ANC 6C, are signatories to the Agreement.

Accordingly, it is this 7<sup>th</sup> day of August 2019, **ORDERED** that:

1. The Application filed by Rice Bar H Street, LLC, t/a Rice Bar, for a new Retailer's Class DR License, located at 625 H Street, N.E., Washington, D.C. 20002, is **GRANTED**.
2. 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.
3. Copies of this Order shall be sent to the Applicant and ANC 6C.

District of Columbia  
Alcoholic Beverage Control Board

  
\_\_\_\_\_  
Donovan Anderson, Chairperson

  
\_\_\_\_\_  
Mike Silverstein, Member

  
\_\_\_\_\_  
James Short, Member

  
\_\_\_\_\_  
Bobby Cato, Member

\_\_\_\_\_  
Rema Wahabzadah, Member

  
\_\_\_\_\_  
Rafi Crockett, 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, Reeves Center, 2000 14th Street, NW, 400S, Washington, D.C. 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 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

This agreement is made and entered into this 29th day of July, 2019 by and between Rice Bar H Street, Inc. doing business as Rice Bar ("Applicant") and Advisory Neighborhood Commission 6C ("Protestant").

**WHEREAS** Applicant has filed an application with the District of Columbia Alcoholic Beverage Control Board ("ABC Board") for a new class D restaurant license ABRA-113948 ("License") for premises at 625 H Street, NE, Washington, DC, and

**WHEREAS**, in recognition of the ABC Board's policy of encouraging parties to a protested proceeding to settle their differences by negotiating agreements, the parties hereto being desirous of entering into an agreement whereby, subject to approval of the ABC Board, Applicant will agree to adopt certain measures to address the Protestant's concerns and Protestant will agree to the issuance of the License and withdraw its Protest,

**NOW, THEREFORE**, in consideration of the mutual covenants and undertakings memorialized herein, the parties agree as follows:

1. **Nature of Business:** Applicant will operate at all times as a *bona fide* Class D restaurant licensee under District law. Food service will be available until closing. Applicant will not make its premises available to non-employee promoters for presentation of advertised parties or events intended to generate profit for such promoters. Applicant will not participate in any pub-crawl promotions.
2. **Hours of Inside Operation and Service:** The hours of operation inside the premises shall be 10:00 AM-10:00 PM daily. The hours of alcoholic beverage sales, service, and consumption inside the premises shall be 10:00 AM-10:00 PM daily.
3. **Deliveries:** To maintain the peace, order, and quiet of the surrounding neighborhood, Applicant shall receive all deliveries (whether of food, beverages, or other materials and supplies) between 6:00 AM and 7:00 PM Monday-Saturday. At no time shall any vehicle making any delivery to (or pick-up from) the Applicant park or stand on H St. NE nor shall any such vehicle park or stand in or upon, or otherwise obstruct, any crosswalk, sidewalk, bicycle lane, or alley. All deliveries shall be made using the premises' loading dock.
4. **Noise Suppression:** The Applicant's operation shall at all times comply with the D.C. Noise Control Act and D.C. Official Code § 25-725. Applicant acknowledges that noise is a critical issue for the neighborhood.
  - a. Applicant shall encourage employees and patrons to be considerate of residents in the neighborhood by keeping voices and other noises at a level that will not


disturb the peace, order, quiet, and tranquility of residents in the enjoyment of their homes.

- b. Applicant will not dispose of glass bottles in outdoor trash or recycling receptacles after 10:00 p.m.
5. **Removal of Grease and Oils:** Applicant will provide for the proper removal and recycling of grease and oils and will not deposit these substances in dumpsters, trash cans, street gutters, or catch basins.
6. **Waste Pick-Up and Removal:** Applicant will maintain regular trash, recycling, and grease removal service only during the hours 6:00 AM and 7:00 PM Monday-Saturday.
7. **Sanitation and Pest Control:** The Applicant shall keep trash, recycling, and grease container lids tightly closed and incapable of being entered by rodents, to limit odors and help control the pest (insect) and rodent population. Applicant will contract for regular rodent and pest abatement.
8. **Rear Yard and Alley Gate:** The alley gate to Applicant's rear yard shall be fully closed and secured at all times other than during deliveries or trash, recycling, or grease collection. The Applicant shall prohibit and prevent employees and others from congregating outside at the rear of the property.
9. **Maintenance of Property:** Applicant will clear snow from the sidewalk adjacent to the premises within three (3) daylight hours after snowfall ends.
10. **Withdrawal of Protest:** Protestant agrees to the issuance of the license and the withdrawal of its protest upon execution of this Agreement, if this settlement agreement is incorporated into all ABC Board orders issuing, amending, or renewing the license, which order is thereby conditioned upon compliance with this agreement.
11. **Right to Seek Redress:** The parties agree that any failure of the Applicant to adhere to the foregoing commitments will constitute a breach of this agreement and grounds for the Protestant to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(e) to enforce the provisions of the agreement.

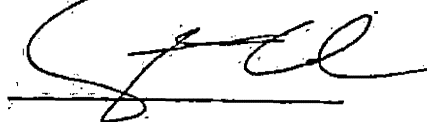
**Signature block**

IN WITNESS WHEREOF, the parties place their signatures to this agreement, this 29th day of July, 2019.

Rice Bar H Street, Inc. doing business as Rice Bar

 7/29/2019  
By: Jung Im Kang, President

Advisory Neighborhood Commission 6C



Stephen O'Neal  
Chair, ANC 6C Alcoholic Beverage Licensing Committee  
(as designated ANC 6C representative)