

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

In the Matter of:

Torai Grill & Sushi, Inc.
t/a Torai Grill & Sushi

Applicant for a New
Retailer's Class DR License

at premises
751 8th Street, SE
Washington, D.C. 20003

License No.: ABRA-108986
Order No.: 2018-255

Torai Grill & Sushi, Inc., t/a Torai Grill & Sushi (Applicant)

Daniel Ridge, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 6B

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member
Donald Isaac, Sr., Member
Bobby Cato, Member
Rema Wahabzadah, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Torai Grill & Sushi, Inc., t/a Torai Grill & Sushi (Applicant), Applicant for a new Retailer's Class DR license, and ANC 6B have entered into a Settlement Agreement (Agreement), dated April 10, 2018, 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 Daniel Ridge, on behalf of ANC 6B, are signatories to the Agreement.

Accordingly, it is this 2nd day of May, 2018, **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:

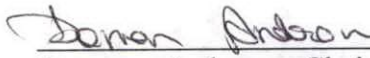
Section 2 (Hour of Operation and Sales) – The Section name “Hours of Operations and Sales” shall be replaced with the name “Hours of Operation, Sales, Service and Consumption.”

Section 2 (Hour of Operation and Sales) – First sentence, the language “hours of operation and alcoholic beverage service” shall be replaced with the language “hours of operation and alcoholic beverages sales, service, and consumption.”

The parties have agreed to these modifications.

2. Copies of this Order shall be sent to the Applicant and ANC 6B.

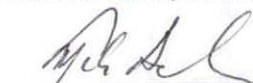
District of Columbia
Alcoholic Beverage Control Board



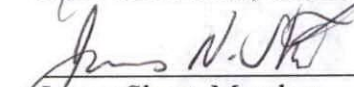
Donovan Anderson, Chairperson



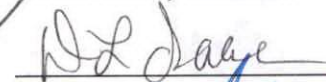
Nick Alberti, Member



Mike Silverstein, Member



James Short, Member



Donald Isaac, Sr., Member



Bobby Cato, Member



Rema Wahabzadah, 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

Torai Grill & Sushi, Inc.
d/b/a Torai Grill & Sushi

Pursuant to this Settlement Agreement, ("Agreement"), by and between Torai Grill & Sushi, Inc. ("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 751 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 issuance of a Class "D" Restaurant License with Sidewalk Café endorsement (ABRA-108986) ("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; 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. Agreement may only be modified by written agreement of all the parties or their successors, or otherwise in accordance with law.

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

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Hours of Operation and Sales. The Applicant's hours of operation and alcoholic beverage service 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 Establishment:

| | |
|--|-------------------------|
| Interior: Sunday through Saturday | 11:00 a.m. – 10:00 p.m. |
| Sidewalk Café: Sunday through Saturday | 11:00 a.m. – 10:00 p.m. |

3. Requirements for Operation of Sidewalk Cafe. Applicant shall cause its Sidewalk Cafe outside dining area to be maintained in a neat and orderly manner, and not to be used for storage or preparation of any food or other organic material, nor to be used for storage of any utensils, service items, or similar personal property not in current use by patrons or place settings. The Sidewalk Café shall be kept free of debris and shall be swept and/or power washed on a regular basis so as to not permit the accumulation or presence of any trash or spilled materials. Applicant shall strictly abide by the physical parameters of its Public Space Permit and/or Certificate of Use for the Sidewalk Café, and shall not permit its tables, chairs, stanchions or other usage to extend into the sidewalk or adjacent public space beyond that specifically designated for use as such in any applicable permit. Use of the Sidewalk Café shall be limited to no more than 12 seats or the maximum permitted by the applicable Certificate of Use, whichever is less.
4. Refuse Storage and Disposal. 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 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 and recycling receptacles.

- a. Applicant shall contract with third party sanitation or waste management and recycling vendor(s) to collect garbage and non-recyclable waste two (2) days per week and recycling a minimum of two (2) days per week (or such more frequent schedules as may be necessary to prevent the receptacles from exceeding their capacity).
- b. To the maximum extent practicable, Applicant shall maintain and store inside the Premises pending commercial disposal any organic waste (not otherwise capable of or subject to grindable disposal) in sealed containers interior to the Premises, except such waste may be placed in appropriate exterior trash disposal receptacles (as set forth elsewhere herein) no earlier than eight (8) hours prior to scheduled pickup by a qualified third-party waste disposal vendor.
- c. Any grease intended for disposal or recycling shall be maintained and stored solely in the interior of the Premises except when being physically removed from the Premises by a qualified third-party vendor for purposes of immediate collection and transport from the Premises, Grease shall not be stored temporarily or permanently in any vessel or container exterior to the Premises.
- d. No glass shall be placed in any exterior receptacle nor otherwise disposed between 10:00 p.m. and 7:00 a.m. except in bags. There shall be no dumping of bottles during these hours.
- e. Applicant shall not place any non-grindable garbage, recyclable and non-recyclable trash in any exterior trash receptacles in any manner that would prevent the full closure of the receptacle per its design. All receptacles (for garbage trash and waste) shall be secured with lids or otherwise remain closed and secured (as per their design) except while in the actual process of being filled or emptied. All garbage and/or

recyclable waste shall be placed in bags that shall be tied or otherwise sealed prior to depositing into receptacles.

- f. 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 shall be promptly repaired or replaced, including but not limited to any bent or broken lids or means of closure.
- g. 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.
- h. 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.

5. Noise Mitigation and Restrictions.

- a. Applicant shall configure any and all speakers systems such as to minimize sound from being heard outside the premises (which premises includes the outside seating areas). No speakers or amplified sound will be allowed at the Sidewalk Café.
- b. Applicant shall not produce any sound, noise or music by use of any mechanical device, amplification system, or noise making or musical instrument, of such intensity that it may be heard in any residential premises, or within any outdoor area on any lot where a residential premises is located. In the event there shall be a violation of this subsection, Applicant shall take all steps necessary to prevent the repetition of such violation. The Applicant will take all reasonable steps necessary to prevent the repetition of such violation. The Applicant will take all reasonable steps necessary to mitigate noise emanating from mechanical equipment associated with the Applicant's operations (e.g. air conditioning unit, grease fan) – including, if necessary, installing good sound-mitigating insulating material around the equipment to comply with D.C. regulations.

6. 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, whether it be part of public or private space. 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.

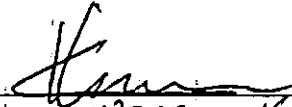
7. Maintenance of Public Space Adjacent to the Premises. Applicant shall maintain the public space adjacent to and in front of the Premises in a clean and orderly manner, and not cause or permit storage of any refuse, foodstuffs, perishable or odiferous materials in or adjacent to the Premises. The Applicant shall cause the area extending from the front door(s) to the curb and from the sidewalk café to the curb on the front of the Establishment to be regularly swept, and shall remove litter and debris on not less than a daily basis, weather permitting. Applicant shall regularly inspect and clean as necessary

any public area adjacent to the rear of the Premises and keep such area free of trash, smoking materials, and other debris, and shall direct its employees to not utilize such area for smoking or other activities, nor to gather or congregate on public space in the alley during breaks or following work hours. If necessary, Applicant shall provide exterior receptacles for extinguishing and disposing of smoking materials, and such supplemental refuse disposal receptacles as may be reasonably required to contain and minimize public disposal of trash and litter originating from the Premises.

8. Notice of Alleged Violations. If and when ANC6B becomes aware of any apparent violations of this Agreement, ANC6B agrees to, whenever practicable and permitted by law or regulation and only to the extent that such alleged violation does not materially and immediately endanger the health and safety of the community and is not a recurring, continuing or chronic condition, provide written notice of such alleged violation to Applicant not less than five (5) business days prior to reporting such alleged violation to ABRA. If such alleged violation is corrected within this period, then ANC6B shall not report such alleged violation to ABRA.

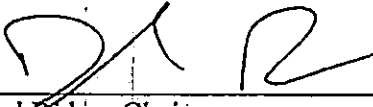
IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.

Applicant:

Signature: 
Printed Name: Weon Kim
Title: owner
Torai Grill & Sushi, Inc.
751 8th Street, SE
Washington, DC 20003

Date: 4/10/18

ANC6B:


Daniel Kidge, Chairperson,
Advisory Neighborhood Commission 6B
921 Pennsylvania Avenue, SE
Washington, DC 20003

Date: 4/10/18



April 16, 2018

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

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

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

RE: ABRA-108986, Torai Grill & Sushi, Inc. d/b/a Torai Grill & Sushi, 751 8th Street, SE;
New Application for Class D Restaurant License

Dear Chair Anderson:

At its regularly scheduled, properly noticed, meeting on April 10, 2018, with a quorum present, Advisory Neighborhood Commission (ANC) 6B voted 8-0-1 to support the above-referenced request.

For your review and approval, please find attached a Settlement Amendment (SA), which was executed by both ANC 6B and the Applicant.

Please contact Commissioner Chander Jayaraman, ANC 6B's Alcohol Beverage Control Committee Chair, at 202-546-2609 or 6b08@anc.dc.gov if you have questions or need further information. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel Ridge".

Daniel Ridge
Chair, ANC 6B

cc: via e-mail .

| | |
|----------------------|-------------------|
| Applicant / Counsel: | Chrissie Chang |
| ABC Committee Chair: | Chander Jayaraman |
| SMD Commissioner: | James Loots |

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