

SETTLEMENT AGREEMENT BY AND BETWEEN
ADVISORY NEIGHBORHOOD COMMISSION 6B
and
Hamburger Train, LLC d/b/a Hill East Burger

Pursuant to this Settlement Agreement, (“Agreement”), by and between Hamburger Train, LLC d/b/a Hill East Burger (“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 Agreement as it relates to the operation of the Applicant’s business located at 1432 Pennsylvania Avenue, SE 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, a substantial change application to their existing Retailers' Class "C" Tavern License (ABRA-122788) ("License") with the addition of an Entertainment Endorsement;

WHEREAS, Applicant and ANC6B are desirous of voluntarily entering into and mutually memorializing in this Agreement 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 area about the Premises; and,

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Settlement Agreements for the Premises or between the Parties, and all such previous agreements are hereby declared superseded, null and void, and of no further effect.

NOW, THEREFORE, Applicant and ANC6B 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 Tavern (“Establishment”) on the first floor and basement level of the Premises. Applicant shall maintain adequate kitchen staff, supplies, and equipment necessary for the daily preparation and service of prepared food menu items. Applicant’s kitchen facilities will remain open until at least 2 hours prior to closing.

Applicant currently seeks a total a total occupancy load of up to 90 occupants, inclusive of indoor seating for 70 patrons, and up to an additional 15 seats on the Sidewalk Cafe. However, in no event shall Applicant operate or seek to operate the Establishment in excess of the maximum number of patrons that may lawfully occupy the Establishment pursuant to its Certificate of Occupancy or on the sidewalk café pursuant to the approved Public Space Management Branch Certification.

3. Hours of Operation; Sales, Service, & Consumption; and Entertainment. Applicant’s hours of operation, and alcoholic beverage sales, service, & 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, & consumption on the interior of the Premises:

Sunday through Thursday:	10:00 am – 2:00 am
Friday and Saturday:	10:00 am – 3:00 am

Hours of Operation, sales, service, & consumption on the Sidewalk Cafe:

Sunday through Thursday:	10:00 am – 2:00 am;
Friday and Saturday:	10:00 am – 3:00 am

Hours of Entertainment on the interior of the Establishment

Sunday through Thursday: 10:00 am – 12:00 am (Midnight);
Friday and Saturday: 10:00 am – 1:00 am

Provided, however, that (1) on days designated by the DC Alcohol Beverage Control Board (“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 operate and serve alcoholic beverages and provide entertainment until 3:00 am. The Licensee must submit, as required by regulation, any application, forms or other documents as may be required by the ABC Board for such extended hours or entertainment. The extended hours apply to operations inside the Premises.

4. Requirements for Operation of the Sidewalk Café. Applicant shall operate its Sidewalk Café in a manner that is consistent with the terms and conditions of this Agreement or its Public Space Management Branch Certification for such space, and shall cause its employees to maintain the Sidewalk Café in a clean and orderly manner, and not to cause or permit storage of any refuse, foodstuffs, perishable or odiferous materials adjacent to the Premises. Applicant shall cause the area extending from the front door to the curb in the front of the Establishment to be regularly swept and shall remove litter and debris on the ground as frequently as necessary, weather permitting. If necessary, Applicant shall also provide a separate receptacle for extinguishing and disposing of smoking materials, and other such supplemental refuse disposal receptacles as may be reasonably required to contain and minimize public disposal of waste and litter originating from the Premises..

5. Refuse Storage and Disposal. Applicant shall comply with 21 DCMR § 704.3-704.5 by utilizing and regularly maintaining one or more food waste grinder(s) adequate in capacity to dispose of all readily grindable food wastes produced. Applicant shall utilize and maintain rodent resistant garbage, grease and trash containers with sufficient capacity to store all garbage and nonrecyclable, grease, and separately store recyclables such as cardboard, glass, plastic, and metals that are rendered free of organic material.

Additionally, Applicant agrees to adhere to the following conditions with respect to trash management, disposal, and the sanitary maintenance of the trash storage room:

- a. Applicant shall contract with third party sanitation or waste management and recycling vendor(s) to collect garbage and non-recyclable waste a minimum of three (3) days per week and recycling a minimum of three (3) days per week (or such more frequent schedules as may be necessary to prevent the receptacles from exceeding their capacity).
- b. Applicant will ensure timely waste disposal that is the least disruptive to the neighbors. Garbage, recyclable, and grease collections shall not occur before 7:30 a.m. or after 10:00 p.m. No glass shall be placed 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.
- c. Due to the limited space available within the building envelope, Applicant may store garbage, recyclables, and grease in the rear trash area in appropriate rodent-resistant receptacles.
- d. All receptacles (for garbage, grease and recyclables) shall be secured with lids (as per their design), except while being hauled to and from sanitation trucks. Applicant shall not place food garbage or grease in any manner that would prevent the full closure of the receptacle lid.
- e. All receptacles used for grease, garbage, and recyclable trash shall be maintained in a in good repair and in safe and sanitary condition. Any damaged or leaking containers, including dumpster

lids that become bent or warped such that they are no longer rodent-proof, shall be promptly repaired or replaced.

- f. Garbage, grease and/or recycling spills shall be cleaned up as soon as practicable after they occur, but in no event more than two (2) hours after such spill. Any leak or spillage of grease shall be promptly cleaned utilizing standard industry practices such as solvents and power washing for such uncontained grease;
- g. 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;
- h. Any receptacle for restaurant supplies such as linens or kegs shall not encroach on the abutting property.
- i. Applicant shall power-wash the trash storage area and all receptacles no less often than once every two weeks. However, power-washing shall take place between the hours of 9:00 am and 7:00 pm on weekdays or 12:00 pm (noon) and 7:00 pm on weekends.
- j. Applicant shall cooperate and permit inspection of the Premises, including but not limited to the indoor trash room, as may be reasonable pursuant to ABRA regulations or as may be reasonably requested by any authorized District of Columbia governmental entity; and,
- k. 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 specifically agrees that it shall adhere to and be accountable under the provisions of D.C. Code §25-725 as it pertains to residential dwellings in the contiguous physical block on which the Premises are located (except for those residential dwellings located in a commercial zone). In consideration of the fact that the Establishment is located on the north side of Pennsylvania Avenue, SE and a residential building is located on the south side across the major thoroughfare of Pennsylvania Avenue, SE and the narrowness of the sidewalk café, ANC 6B explicitly permits sound from entertainment to be audible on the sidewalk cafe from the interior.

Provided, however, that any and all entertainment emanating from the Establishment shall not be played at such volumes or decibels such that it is audible on the sidewalk on the south side of Pennsylvania Avenue, SE (see Attachment 1). Further, Applicant shall limit amplification to a maximum volume and decibel level allowable under the sections listed above with additional relief, as necessary and practicable, to reduce and minimize audible disruptions for residents behind the Establishment.

7. Odor & Grease Control. Applicant shall use its best efforts to control and mitigate any odor emanating from the Premises by maintaining a high efficiency grease extracting kitchen exhaust ventilation and filtering system. This system shall be of sufficient design and capacity as to reduce the external emission of any odors arising from food preparation at the Establishment. Applicant further agrees to contract with a licensed third-party vendor to regularly clean and/or exchange the filters as often as necessary 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. Pest Control & Sanitation. 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. Applicant shall not store or place any kegs, bottles, foodstuffs, palettes of materials, or other consumable goods of any type outside the Premises. Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract for regular inspection and treatment upon request by an ABRA inspector. Applicant shall maintain property and take landscaping steps, 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. Deliveries & Parking. Applicant will discourage and notify commercial third-party vendors about the prohibition on parking a delivery truck in the public alley at the rear of the Premises between the hours of 10:00 p.m. and 7:00 a.m. Applicant will encourage delivery drivers to utilize loading zones at the front of the Premises. If, after repeated warnings, the vendor continues to park delivery trucks in the public alley, Applicant will not accept deliveries of food or other restaurant supplies from such vendors.

10. Security Cooperation in Stemming Loitering and the Use of Illegal Drugs. Applicant will take reasonable efforts to discourage loitering in the vicinity of the Premises. Applicant agrees to monitor for and prohibit sales or use of illegal drugs within or about the Premises and maintain contact and cooperate with MPD and other enforcement officials when known or suspected drug activities occur.


11. Compliance with Agency Regulations. Applicant will ensure that it abides by ABRA, Department of Consumer and Regulatory Affairs (DCRA), Department of Health (DOH), Department of Public Works (DPW) and other applicable DC Agency regulations regarding (a) conduct of its business and (b) the ownership of the license and all other provisions applicable to liquor licenses. Violations of DC Agency regulations shall constitute a violation of this Agreement.

12. 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 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.

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

Applicant:

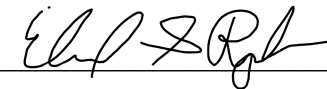
Hamburger Train, LLC d/b/a Hill East Burger
1432 Pennsylvania Avenue, SE
Washington, DC 20003
Chris Svetlik, Owner

Signature: 

Date: 3/13/23

ANC:

Advisory Neighborhood Commission 6B
700 Pennsylvania Avenue, SE, 2nd Floor
Washington, DC 20003
Edward Ryder, Chairperson

Signature: 

Date: 03/13/2023