
The Applicant and ANC 6B entered into a Settlement Agreement (Agreement), dated February 14, 2017, 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 Chander Jayaraman, on behalf of ANC 6B, are signatories to the Settlement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 6B of this Application.

Accordingly, it is this 8th day of March, 2017, ORDERED that:

1. The Application filed by Shallamar Enterprises, LLC, t/a Capitol Hill Tandor and Grill, for renewal of its Retailer's Class CR License, located at 419 8th Street, SE, Washington, D.C., is GRANTED;

2. The Protest of ANC 6B in this matter is hereby WITHDRAWN;

3. 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 3 (Hours of Operation and Sales) – The last sentence shall be modified to read as follows: “Applicant must submit, as required by regulation, any forms or documents to the authorizing agency for such extended hours or entertainment.”

   Section 11 (Notice and Opportunity to Cure) – The last sentence, the language “for seeking a show cause order from the ABC Board pursuant to D.C. Official Code § 25-201(c)(6)” shall be replaced with the language “for filing a complaint with the ABC Board pursuant to D.C. Official Code § 25-447.”

The parties have agreed to these modifications.

4. This Settlement Agreement replaces and supersedes other previous Settlement Agreements between the parties; and

5. Copies of this Order shall be sent to the Applicant and ANC 6B.
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,
Shallamar Enterprises, LLC
d/b/a Capitol Hill Tandoor and Grill

Pursuant to this Settlement Agreement, ("Agreement"), by and between Shallamar Enterprises, LLC d/b/a Capitol Hill Tandoor and Grill ("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 related to conduct of business located in the building at 419 Eighth Street, SE, Washington, DC 20003 ("Premises").

WHEREAS, Applicant currently holds a Class “C” Restaurant License (ABRA-060689) ("License") and has applied before the District of Columbia Alcoholic Beverage Regulatory Administration ("ABRA") to effect, and is seeking approval for renewal of the License for the Premises; and

WHEREAS, Applicant and ANC6B wish to voluntarily enter into and mutually memorialize in this SA the terms and conditions upon which ANC6B has agreed to support the 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 around the Premises; and

WHEREAS, this SA is intended to replace in its entirety any and all previously-existing SA between the Parties or otherwise affecting the License, 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 ANC6B 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 full-service seated Restaurant with a sidewalk café endorsement ("Establishment") on the existing floor at the Premises. The Applicant shall limit its total seating to no more than the number of patrons as set forth in its License for the existing Establishment. 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 Premises pursuant to its Certificate of Occupancy ("C of O"), plus outdoor seating as may be permitted under permits and leases/license agreements for the Sidewalk Café. No outdoor seating of any type whatsoever shall be permitted on the roof of the Establishment or in the rear yard of the adjacent property at 417 Eighth Street, SE, as Applicant has no rear yard.

   Additionally, if Applicant constructs a second story addition, Applicant shall not include the occupancy of the additional floor under its current C of O but shall seek a separate C of O for the additional floor, if the additional floor is occupied by a separate business entity.

3. **Hours of Operation and Sales.** The Applicant’s hours of operation, service and sale of alcohol on the interior of the Premises may be changed at Applicant’s discretion, as may be otherwise permitted by its License, but in no event shall exceed or extend beyond the following:
Shallamar Enterprises, LLC d/b/a Capitol Hill Tandoor and Grill

Settlement Agreement

The Applicant’s Hours of Operation:

<table>
<thead>
<tr>
<th>Days</th>
<th>Hours of Operation</th>
</tr>
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<tbody>
<tr>
<td>Sunday through Thursday</td>
<td>10:00 a.m. – 2:00 a.m.</td>
</tr>
<tr>
<td>Friday and Saturday</td>
<td>10:00 a.m. – 3:00 a.m.</td>
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</tbody>
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The Applicant’s sale and service of alcohol inside the Premises shall be as follows:

<table>
<thead>
<tr>
<th>Days</th>
<th>Hours of Operation</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

The Applicant’s sale and service of alcohol within the Sidewalk Cafe shall be as follows:

<table>
<thead>
<tr>
<th>Days</th>
<th>Hours of Operation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sunday through Thursday</td>
<td>10:00 a.m. – 10:30 p.m.</td>
</tr>
<tr>
<td>Friday and Saturday</td>
<td>10:00 a.m. – 11:30 p.m.</td>
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</tbody>
</table>

Provided, however, (1) on days designated by the DC ABC Board as “Extended Hours for ABC Establishments,” Applicant may serve alcoholic beverages for one additional hour solely as to inside sales and operations; (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 solely as to inside operations; and, (3) on January 1 of each year Applicant may serve alcoholic beverages and provide entertainment until 3:00 a.m. Applicant must submit, as required by regulation, any forms or document to the authorizing agency for such extended hours.

4. Refuse Storage and Disposal. Applicant shall be dispose of all refuse, non-recyclable and recyclable trash (glass, plastic, and metal cans that have been rendered free to organic materials) (collectively “garbage”) in sealed bags that are placed in appropriate receptacles capable of being sealed with tight fitting lids and otherwise designed for that purpose. All receptacles used for refuse shall be maintained in good repair, safe and sanitary condition. Applicant shall, in a timely manner, collect, clean, and dispose of any refuse spills that may occur within or outside of the Premises. Dirty linens may not, under any circumstances, be stored outside the Premises.

Applicant may store garbage and recyclables in receptacles in an exterior trash storage area until such time as the Applicant constructs or renovates an interior room so as to facilitate the use of this room for the storage of garbage (interior Trash Room). Applicant shall ensure that the interior space complies with all D.C. laws and regulations and requirements for interior Trash Rooms. Once an interior Trash Room is established, Applicant will exclusively utilize this space to store all garbage and grease.

Within six (6) months of the approval of Applicant’s License by the ABRA Board, Applicant will take reasonable efforts to file and seek approval from the DC Department of Transportation’s (DDOT) Public Space Regulation Administration (PSRA) to remove existing brick and the supporting base concrete and install exterior floor access door(s) that opens to the subterranean room which will be utilized as the interior Trash Room.

Applicant shall contract with a third-party sanitation or waste management and recycling hauling or disposal vendor(s) to collect garbage and non-recyclable refuse on as frequent a schedule as may be necessary to prevent the receptacles from exceeding their capacity. Refuse collection vendors shall be guided to collect refuse and recycling directly from the interior Trash Room solely by accessing the street-side subterranean basement through and access door constructed for that purpose (or through the front exterior door until such time as the subterranean access door is installed). Applicant shall not cause or permit any refuse or dirty linens to be placed or stored at any location exterior to the Premises, but shall be collected directly from the interior Trash Room.
Should Applicant, during the term of this Agreement, commence or determine to commence any renovation, reconstruction, upgrade or remodeling of the Premises, Applicant will ensure that such renovation, reconstruction, upgrade or remodeling allows for the continued indoor storage of all grease, recyclable trash, and non-recyclable trash as described above.

5. **Noise Abatement.** 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 within the CHC/C2A overlay).

In addition to the above regulations, the Applicant voluntarily agrees to, within six (6) months of the approval of Applicant’s License by the ABRA Board, install and maintain sound dampening materials and baffles surrounding all existing mechanical equipment exterior to the Premises, including but not limited to ventilation, refrigeration, compressor, exhaust and air handling equipment exterior to or affixed to the Premises. The sound dampening measures shall apply to all existing mechanical equipment serving the Premises, whether installed on the roof of the building, affixed to exterior walls, or located at ground level near the building in which the Premises are located. Applicant will promptly correct any mechanical issues that result in increased mechanical noise.

If, during the term of this SA, the Applicant commences or secures the requisite permits to commence any renovation, reconstruction, upgrade or remodeling of the Premises that results in the relocation of mechanical equipment or the installation of new mechanical equipment, Applicant agrees that, at the time of the relocation or installation of such equipment, to voluntarily install and maintain sound dampening materials and baffles as may be reasonably required to suppress noise to maintain compliance with D.C. Code §25-725 as it pertains to residential dwellings.

6. **Odor Control.** Applicant shall use its best efforts to control and mitigate any odor emanating from the Premises. Applicant will work in good faith with the ANC and the surrounding community to explore the feasibility of installing a grease and odor filter system to reduce the expulsion of grease and food particulates from the Establishment. It is understood that Applicant may choose a system that is most cost-effective and will maintain such equipment per manufacturer recommendations.

Should Applicant, during the term of this Agreement, commence or secure the requisite permits to commence any renovation, reconstruction, upgrade or remodeling of the Premises and determine that a grease and odor filter system is cost-prohibitive, Applicant shall vent the kitchen exhaust to the 8th Street, SE face of the Premises provided that it is economically feasible and compliant with relevant construction codes and DC law. Likewise, if any such renovation, reconstruction, upgrade or remodeling of the Premises involves the addition of a second floor and said second floor includes the installation of a commercial kitchen or similar equipment, Applicant shall vent the kitchen exhaust to the 8th Street, SE face of the Premises such that it is economically feasible and compliant with relevant construction codes and DC law.

7. **Sanitation and Pest 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 and abutting any point of access/egress from the Premises (including the interior trash storage area). Applicant shall not store or place any kegs, bottles, foodstuffs, palettes of materials, or other consumable goods of any type outside the Premises. 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.
8. **Delivery of Vendor Shipments.** Applicant shall receive all deliveries of food, beverage, supplies, linens or similar items from third-party vendor utilizing the front entrance of the Establishment facing Eighth (8th) Street SE.

9. **Maintenance of Public Space in Front of Premises.** Applicant shall maintain the public space adjacent 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 employee 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.

10. **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.

11. **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 through the submission of a formal complaint to ABRA or any other District of Columbia governmental agency. 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 § 25-201(c)(6).
IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.

Applicant:
Shallamar Enterprises, LLC
d/b/a Capitol Hill Tandoor and Grill
419 Eighth Street, SE
Washington, DC 20003
Soophia Hussain

Signature: ___________________________ Date: 2/9/17

ANC:
Advisory Neighborhood Commission 6B
921 Pennsylvania Avenue, SE
Washington, DC 20003
Chander Jayaraman, Chairman

Signature: ___________________________ Date: 2/14/17
February 16, 2017

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-060689, Shallamar Enterprises, LLC. d/b/a Capitol Hill Tandoor and Grill, 419 Eighth Street, SE;

Dear Mr. Anderson:

At its regularly scheduled, properly noticed meeting on February 14, 2017, with a quorum of 10 commissioners present, Advisory Neighborhood Commission 6B (ANC 6B) voted 10-0-0 to withdraw ANC 6B’s vote on October 11, 2016 to Protest the renewal application of the Applicant and support the pending renewal of the Applicant’s license for the above-referenced Premises.

For your review and approval, please find attached a Settlement Agreement (SA), which was executed by both parties.

Please contact me or Commissioner James Loots, SMD 6B03, within whose single member district the Establishment is located, at jamesb03@anc6b.org or 202-536-5650 if you have questions or need further information.

Sincerely,

Chander Jayaraman
Chairman, ANC 6B
6b08@anc.dc.gov
(202) 546-2609

cc:

Commissioner James Loots
Soophia Hussain: sj.hussain@cusbah.com