

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

In the Matter of:)	
)	
TD Burger DC, LLC)	
t/a TD Burger)	
)	
Applicant for a New)	
Retailer's Class CT License)	License No. ABRA-092242
)	Order No. 2013-401
at premises)	
250 K Street, N.E.)	
Washington, D.C. 20002)	

TD Burger DC, LLC, t/a TD Burger (Applicant)

Tony Richardson, Commissioner, Advisory Neighborhood Commission (ANC) 6C

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Mike Silverstein, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that TD Burger DC, LLC, t/a TD Burger, Applicant for a new Retailer's Class CT license, located at 250 K Street, N.E., Washington, D.C., and ANC 6C have entered into a Settlement Agreement (Agreement), dated August 15, 2013, 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 Commissioner Tony Richardson, on behalf of ANC 6C, are signatories to the Agreement.

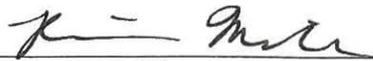
TD Burger DC, LLC
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Accordingly, it is this 18th day of September, 2013, **ORDERED** that:

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 6C.

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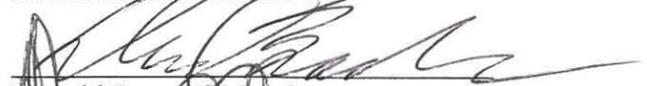
District of Columbia
Alcoholic Beverage Control Board



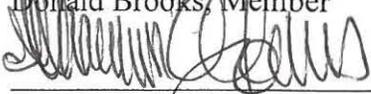
Ruthanne Miller, Chairperson



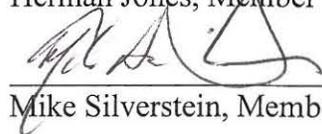
Nick Alberti, Member



Donald Brooks, Member



Herman Jones, Member



Mike Silverstein, Member

Pursuant to D.C. Official Code § 25-433, 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.

SETTLEMENT AGREEMENT

ALCOHOLIC BEVERAGE
REGULATION DIVISION

THIS AGREEMENT is made and entered into as of this 15 day of August, 2013 by and between TD Burger DC, LLC (hereinafter the "Applicant") and the District of Columbia Neighborhood Commission 6C, (hereinafter the "ANC").

WHEREAS, Applicant having filed an application with the District of Columbia Alcoholic Beverage Control Board (hereinafter "ABC Board") for issuance of a Retailer's Class CT license for premises of 250 K Street, N.E., Washington, D.C.

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 Protestants' concerns and Protestants' will agree to the issuance of the ABC License and withdraws their Protests.

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 CT (as such term is defined in ABC statutes and regulations). 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. However, such latter restriction shall not preclude Applicant from closing its premises to the general public in order to accommodate invitation only private functions.
2. **Hours of Operation:** Applicant's operating hours shall be 11:00 am to 12:00 am daily; provided that operation of Applicant's sidewalk café shall terminate at 10:00 pm Sundays – Thursdays and at 12:00 am Fridays and Saturdays.

It is understood that after cessation of said "operating hours," no patrons shall remain on the premises or the sidewalk café, respectively.

Provided that: (a) on days designated by the DC ABC Board as "Extended Hours for ABC Establishments" applicant may operate for one additional hour (that is, one hour later in the morning); (b) in the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours (such as for Inauguration) applicant may avail itself of such extended hours; and (c) on January 1 of each year applicant may operate until 3:00a.m..

3. **Noise Suppression:** The Restaurant's operation shall at all times be in compliance with the D.C. Noise Control Act and DC Code 25-725. Applicant will encourage employees and patrons to be considerate of residents in the neighborhood after departing the building, by keeping conversations and other noises at a level that will not disturb the

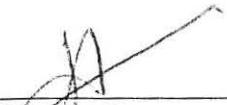
peace, order, quiet and tranquility of residents in the enjoyment of their homes and by departing the vicinity of the premises immediately upon exiting.

4. **Deliveries:** To maintain the peace, order and quiet of the surrounding neighborhood, Applicant shall receive all deliveries of food, beverages and supplies during hours between 8:00 am and 5:00 pm Mondays – Fridays. No deliveries shall be accepted on weekends except for food.
5. **Trash Pick-Up and Removal:** Applicant will maintain regular trash/garbage removal service only during the hours from 8:00 am to 5:00 pm. All trash and garbage shall be stored in the interior of the premises until it is to be picked up by Applicant's hauler. The Applicant shall keep dumpster lids tightly closed and incapable of being entered by rodents, in order to limit odors and help control pest and rodent population. Applicant will contract for regular rodent and pest (insect) abatement. There shall be no outdoor disposal of glass bottles after 9:00pm.
7. **Removal of Grease and Oils:** Applicant will provide for the proper (recyclable) removal of grease and oils and will not deposit these substances for removal in dumpsters or trash cans.
8. **Communication with Protestant.** Applicant agrees to meet, as reasonably requested with the Protestants (or any of them) to address any perceived problems arising from the operation of the business. The Applicant agrees to work in good faith with the Protestants to resolve any such problems.
9. **Withdrawal of Protest.** Protestants agree to the issuance of the license and the withdrawal of their protests upon execution of this Agreement, provided that this Voluntary Agreement is incorporated into the Board's order issuing, amending or renewing the license, which order is thereby conditioned upon compliance with such Voluntary Agreement.
10. **Right to Seek Redress:** The parties agree that Applicant will be given written notice of any alleged violation of this Agreement and will be afforded ten (10) days in which to investigate and respond to any complaint. The parties agree that if any complaint of violation of this Agreement is not so resolved, then any failure of the Applicant to adhere to the foregoing commitments will constitute a breach of this agreement and grounds for the Protestant to petition the Board for issuance of an order to Show Cause, as provided by D.C. Code 25-446(e).

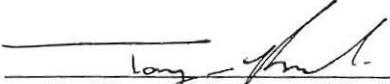
IN WITNESS WHEREOF, the Parties place their signatures to this agreement, this 15 day of August, 2013

APPLICANT:

ADVISORY NEIGHBORHOOD COMMISSION 6C



By: Timothy Dean



By: Tony Richardson (Chair ABL Committee)