

**NEW SETTLEMENT AGREEMENT CONCERNING
ISSUANCE OF LICENSE FOR ALCOHOLIC BEVERAGES**

NEW AGREEMENT, made this 28th day of February, 2017, by and between Pitango Sei, LLC, t/a Pitango Gelato and Café (hereinafter "Applicant"), Advisory Neighborhood Commission 1C (hereinafter "ANC 1C"), and the Kalorama Citizens Association (hereinafter "KCA") hereinafter, the parties, witnesseth:

Whereas, Applicant has applied for a new class CR license (No. ABRA-105197) to be located at 1841 Columbia Road, NW, Washington DC,

Whereas, the parties desire to enter into an Agreement whereby applicant will agree to adopt certain measures to address concerns of ANC 1C and KCA and to include this Agreement as a formal condition of its application, and ANC 1C and KCA will agree to the approval of such license provided that such Agreement is incorporated into the Board's order approving such application.

Now, therefore, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:

1. Nature of Establishment

At all times, the Applicant shall operate with the primary purpose of food preparation and consumption. Applicant shall maintain a menu featuring, but not limited to, a selection of hot, cooked, and cold food items, including salad.

The kitchen shall be staffed and maintained, open and operational, with food menu items available at all times. Applicant shall keep on hand sufficient food supplies to fulfill menu items, with staff to serve them, at all times when the establishment is open for business.

2. Hours of Operation

Inside:

Sunday through Thursday: 8:00 am – 11:00 pm
Friday and Saturday: 8:00 am – 12:00 am (midnight)

Sidewalk Café:

Sunday through Thursday: 8:00 am – 11:00 pm
Friday and Saturday: 8:00 am – 11:30 pm

Applicant will not serve alcohol within 30 minutes of closing, all alcohol will be cleared and patrons will exit before closing. For the sidewalk café, patrons will be provided adequate seating for the approved occupancy, and the café will abide by all public space regulations.

3. Occupancy

Interior capacity will not exceed the interior capacity as specified in the Certificate of Occupancy: 49
Sidewalk Cafe occupancy: 12 patrons.

4. Noise

Applicant acknowledges familiarity with and agrees to comply with all applicable noise-control provisions of District of Columbia law and regulations. Applicant expressly agrees:



a.) to prevent emissions of sound, capable of being heard outside the premises, by any amplification device or other device or source of sound or noise, in accordance with D.C. Official Code section 25-725. Further the Applicant agrees to abide by all relevant provisions of the D.C. Noise Control Act of 1977 (D.C. Law 2-53), including 20 DCMR, Chapters 27 and 28, as amended.

b.) The doors and windows of the premises will be kept closed at all times during business hours when music is being played, or a sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress to or egress from the premises.

c.) Applicant agrees not to place outside in the public space any loudspeaker, tape player, CD player or other similar device, or to place any inside speaker in such a way that it projects sound into the public space.

d.) Sound from inside will not be audible in residential housing units. Applicant will manage the Sidewalk Café in such a manner as to ensure that noise will not disturb neighbors in nearby residential buildings.

5. Trash/Garbage/Rodents

a.) Applicant shall maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remains clean. Applicant shall deposit trash and garbage only in rodent-proof dumpsters, and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant will make every reasonable effort to eliminate food sources for rodents and help eliminate the rat population.

b.) Applicant agrees to segregate and recycle bottles and glass refuse from trash and agrees to make all reasonable efforts to minimize noise associated with the disposal of bottles and glass refuse in the outside trash dumpsters between the hours of 11:00 p.m. and 8:00 a.m.

c.) Applicant agrees not to place or cause to be placed any fliers, handbills or other similar advertisements in the public space, specifically on lampposts, street signs or any vehicle parked in the public space.

d.) Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the trash dumpsters.

7. Exterior including public space

a.) Applicant shall assist in the maintenance of the alleyway behind and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulations in these respects.

b.) Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front or to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas quietly at closing.

8. Third Party Events

Applicant agrees to operate the establishment under the terms of its license and will not rent out the establishment to third parties for events where the owner/manager is not present and managing the business.



9. Bar/Pub Crawls

Applicant agrees not to promote or participate in bar or pub "crawls", "tours", or similar events.

10. Consideration of Neighbors

Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees and patrons leaving the establishment to keep conversations and noise down from 11:00 p.m. to 7:00 a.m.

11. Modification

This Agreement can be modified only the ABC Board, or by mutual agreement of all the parties with the approval of the ABC Board. In the case of ANC 1C, any modification must be approved by a majority of the commissioners at a duly noticed public meeting, a quorum being present.

12. Regulations

In addition to the foregoing, Applicant shall operate in compliance with all applicable laws and regulations. Further, nothing in this Agreement shall preclude ANC 1C or KCA from filing an objection to any request by the Applicant to the Board of Zoning Adjustment.

13. Availability of Settlement Agreement

Applicant agrees to keep available at all times a copy of this Agreement at its establishment and shall familiarize all employees with its conditions.

FOR Pitango Sei, LLC
t/a Pitango Gelato and Cafe

FOR ANC 1C

Ryan Helfer, Managing Member Date

Amir Irani, Commissioner ANC 1C01 Date

FOR KALORAMA CITIZENS ASSOCIATION

Denis James, President Date