

SETTLEMENT AGREEMENT BY AND BETWEEN  
ADVISORY NEIGHBORHOOD COMMISSION 6B  
and  
ZOCA Capitol Hill, LLC t/a ZOCA & Crush by ZOCA

Pursuant to this Settlement Agreement, (“Agreement”), by and between ZOCA Capitol Hill, LLC t/a ZOCA & Crush by ZOCA (“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 the operation of Applicant’s business located at 319 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 approval of a Retailers’ Class “C” Restaurant License with an entertainment endorsement (ABRA-119693) (“License”); and,

WHEREAS, Applicant and ANC6B 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all previously-existing Settlement Agreements between the Parties, and all such previous agreements are hereby declared superseded, null and void and of no further effect.

NOW, THEREFORE, Applicant and ANC 6B 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 seated Restaurant (“Establishment”) with an endorsement for entertainment (entertainment, dancing, cover charge) at the Premises. Applicant currently seeks a total seating for up to 180 patrons, inclusive of 160 indoor seating and 20 sidewalk café seating. 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. Applicant agrees to limit total occupancy during the Public Health Emergency to comply with coronavirus occupancy and safe-distancing guidelines and requirements.
3. Hours of Operation, Sales, Service, and Consumption. Applicant’s hours of operation, and alcoholic beverage sales, service, and 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, and Consumption on the interior of the Establishment:

Sunday through Thursday: 11:00 a.m. – 2:00 a.m.  
Friday and Saturday: 11:00 a.m. – 3:00 a.m.

Hours of Operation, Sales, Service, and Consumption on the Sidewalk Cafe:

Sunday through Thursday: 11:00 a.m. – 11:00 p.m.  
Friday and Saturday: 11:00 a.m. – 11:00 p.m.

Hours of Live Entertainment inside the Premise Only:

Sunday through Thursday: 6:00 p.m. – 10:30 p.m.  
Friday and Saturday: 6:00 p.m. – 11:30 p.m.

Provided, however, that (1) on days designated by the DC 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 serve alcoholic beverages and provide entertainment until 3 a.m. Applicant must submit, as required by regulation, any forms or document to the authorizing agency for such extended hours. These extended hours are limited to the inside of the Establishment.

4. Requirements for Operation of Sidewalk Café. Applicant shall operate its Sidewalk Café consistent with the terms and conditions of 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 in or adjacent to the Premises. Applicant shall cause the area extending from the front door(s) to the curb on the front of the Establishment to be regularly swept, power-washed, and shall remove litter and debris on not less than a daily basis, weather permitting. 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 waste and litter originating from the Premises.

5. Refuse Storage and Disposal. Applicant shall comply with DCMR 21-704.3-704.5 by utilizing and regularly maintaining one or more food waste (garbage) grinder(s) adequate in capacity to dispose of all readily grindable food wastes produced.

Applicant agrees to adhere to the following conditions with respect to trash management, disposal, and the sanitary maintenance of the exterior trash storage enclosure.

- a. Applicant shall contract with third party sanitation or waste management and recycling vendor(s) to collect garbage and non-recyclable waste 7 days per week and recycling a minimum of 5 days per week (or such more frequent schedules as may be necessary to prevent the receptacles from exceeding their capacity);

- b. Applicant shall maintain and utilize an interior Trash Room within the Premises to store all non-grindable garbage, non-recyclable waste, recyclable trash (e.g., glass, plastic, cardboard, and metal cans that have been rendered free to organic materials), and grease.
- c. Applicant will daily check the alley and full area behind the Premises and pick up or hose down any debris or liquid waste left behind after garbage, grease or recycling receptacles have been emptied.
- d. Applicant shall power wash the trash storage room, all receptacles, any adjacent waste enclosure, and the adjacent alleyway no less often than once every two weeks. No power-washing shall take place between the hours of 7:00 p.m. and 9:00 a.m. on weekdays or 7:00 p.m. and 12:00 noon on weekends.
- e. Applicant shall dispose of non-grindable garbage, and non-recyclable trash in sealed bags that are placed in appropriate rodent-proof receptacles with tight-fitting lids and maintained in a fully closed position. Any receptacle for restaurant supplies, such as linens, kegs or other supplies, shall be placed on the interior of the Premises and not encroach on abutting properties.
- f. Applicant will ensure timely waste disposal that is the least disruptive to the neighbors. Garbage, recyclable, and grease collections shall not occur before 7:00 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 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.
- g. 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.
- h. 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.
- i. 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; and,

6. Noise Mitigation. No objectionable noises, sounds, or other conditions that are publicly observable or emitted beyond the immediate proximity of the Premises will be created by Applicant. Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall make architectural improvements to the property and take all necessary actions to ensure that music, noise and vibration from the Establishment are not disruptive to residential neighbors surrounding the Establishment at any time.

Applicant agrees to keep all exterior doors, windows, and any other operable features of the building envelope closed to limit and deaden noise from such Entertainment penetrating to the exterior of the establishment except for the nonanal opening and closing of entrance and exit doors for the purposes of ingress and egress.

Operational Conditions. ANC 6B agrees to support the issuance of an Endorsement to permit live entertainment and dancing contingent on the following conditions:

- a. Applicant shall permanently install and maintain sound level meters capable of measuring and reporting real-time decibel levels on a display within the Establishment. Applicant shall regularly monitor the readings of that meter to ensure legal limits are not exceeded. Applicant shall make the sound level meter display screen available for inspection to any authorized governmental authority as may be from time to time requested. The maximum volume shall be established at a decibel level calculated to minimize and reduce any audible sound reproduction that could be heard beyond the curb immediately outside of the Establishment.
- b. Any Entertainment provided by a live musician(s) that take place other than in the basement of the building shall be unamplified (acoustic).
- c. No sound, noise, music, or vibrations (bass) emanating from the licensed establishment shall be of such intensity that it may be heard in any premises other than the licensed establishment.
- d. Applicant will create and will adhere to a noise mitigation plan to attached to this SA. This plan will include noise mitigation/scheduled improvements within the Premises to ensure that music, noise, and vibrations from the Establishment.

Applicant will take all reasonable steps necessary to mitigate noise emanating from mechanical equipment associated with Applicant's operations (e.g. HVAC, grease fan) -- including installing sound absorbing and dampening material around the equipment, if necessary -- to comply with applicable DCMR provisions, prevent an increase in existing sound level from such equipment, and minimize or abate noises objectionable to residential neighbors. Noise mitigating actions may include installation of sound absorbing and sound dampening materials on the roof between the HVAC and kitchen equipment and the residential properties. Sound absorbing and dampening material will be sufficient to reduce noise to levels that meet DCMR noise regulations at the property line.

7. Odor and Emission Control. Applicant shall ensure that regularly scheduled maintenance and cleaning of exhaust hoods, fans and vents are undertaken in accordance with manufacturer's specifications for the type and amount of cooking undertaken. Applicant will also 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. 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 abutting the rear entrance to the Premises). 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 and of regular inspection and treatment pursuant to such contract, upon request from the Board. 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. Restrictions on Use of Points for Access/Egress. Applicant shall not cause or permit deliveries of food or supplies to be made through the rear entrance to the Premises, and shall exclusively utilize the front door(s) for this purpose. Applicant shall not permit its employees to take breaks within the rear yard or trash storage room, nor use the doorway to the trash storage room for any access or egress except in case of emergency or for purposes of facilitating third-party trash, recycling or grease disposal or power washing the trash storage room or sidewalk outside of the trash storage area.

In no event will Applicant encourage or permit commercial third-party vendors to park 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 notify commercial delivery vendors about the above prohibition and will not accept deliveries of food or other restaurant supplies from such vendors if, after repeated warnings, the vendor continues to park delivery trucks in the public alley.

10. Security Cooperation in Stemming Loitering and Illegal Drugs. Applicant shall to the full extent permissible by law 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 understands, agrees, and promises that they will maintain compliance with all laws and regulations of the District of Columbia at all times. Specifically, Applicant will comply as otherwise required by law in all material respects with requests for access during ABRA, DCRA, DC Health, 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.

12. Notice to Cure. 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, 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:

Enrique Somoza  
ZOCA Capitol Hill (ABRA# 119693)  
319 Pennsylvania Avenue SE  
Washington, DC 20003  
**enrique@harvesttide.co**

Signature:  \_\_\_\_\_

Date: 02/08/2022

ANC:

Advisory Neighborhood Commission 6B  
921 Pennsylvania Avenue, SE  
Washington, DC 20003  
Corey Holman, Chairperson

Signature:  \_\_\_\_\_

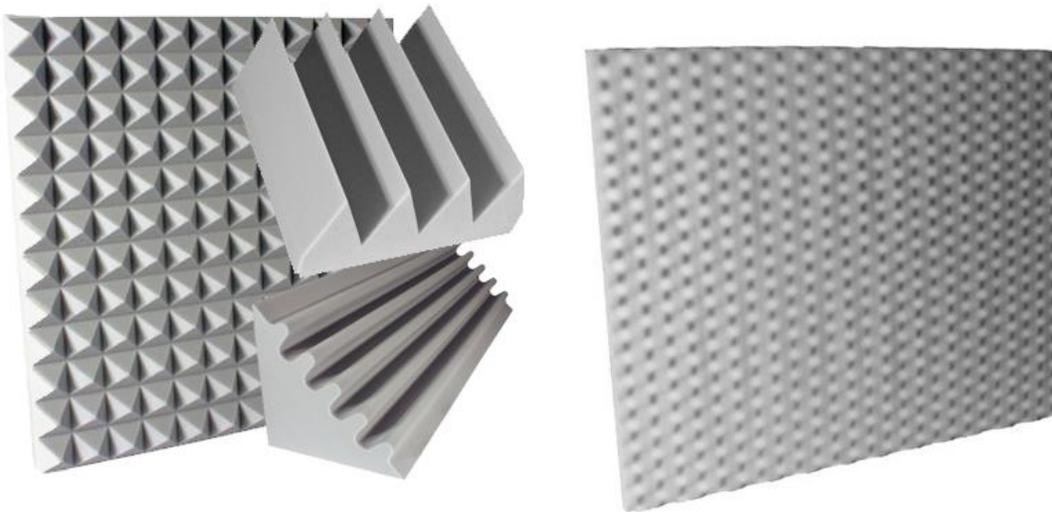
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## **Large Udderly Quiet™ Class A™ Acoustic Foam Kit (Gray)**

### **Udderly Quiet™ Class A™ Anechoic Acoustic Foam 1.5" Gray**

Our Udderly Quiet™ Class A™ Acoustic Foam Kits offer the same great acoustic performance as our other acoustic foam kits, however they have a Class A™ flammability rating. The components were hand selected by our experienced staff with three goals in mind: first, to put together a acoustic foam package that would address the acoustically complex studio recording environment, second, to make the acoustic foam kits affordable for any studio recording junkie, no matter what their budget and third, build a acoustic foam kit that would pass the most strict flammability guidelines. The products in our kits are professional grade, flame resistant acoustic foams. These kits are perfect for those who are concerned with public safety and expect exceptional acoustic performance.



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Udderly Quiet™ Class A™ Anechoic Acoustic Foam is made from flame resistant, acoustic foam. Choose this acoustic foam product for applications or buildings that require a Class A™ rating for exposed materials. Class A™ Anechoic Acoustic Foam is perfect for areas that have high temperatures or where sparks may fly. Our Class A™ foams are made with open celled, acoustic melamine. This product was specially created to give excellent noise absorption qualities, while offering something else other foams can't ...a Class A™ flammability rating. Environments where large numbers of people congregate demand Class A™ products rather than flammable polyurethane foams. Class A™ Anechoic Acoustic Foam reduces echo within any environment, and it's double convoluted texture adds architectural interest.

## Specifications

Weight	15 lbs
Dimensions	2 ft. x 4 ft.
Thickness	1.5 in.
Coverage	96 sqft. (8 sqft./sheet)
Quantity	Case of 12
Color	Gray
Fire Rating	Class A
Availability	Usually ships in 7-14 business days

## Specifications

Weight	66 lbs
Color	Gray
Fire Rating	Class A™
Availability	Usually ships in 10-14 business days