

**SETTLEMENT AGREEMENT BY AND BETWEEN
ADVISORY NEIGHBORHOOD COMMISSION 6B**

and

527 8th, LLC t/a Barracks Row Joey's

Pursuant to this Settlement Agreement, ("Agreement"), by and between 527 8th, LLC t/a Barracks Row Joey's ("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 conduct of business located at 527-529 8th Street, SE, Washington, DC 20003 ("Premises").

WHEREAS, Applicant has applied before the District of Columbia Alcoholic Beverage and Cannabis Administration ("ABCA") for the renewal of a Class "C" Tavern License (ABRA-126828) ("License"); and,

WHEREAS, Applicant and ANC6B are desirous of voluntarily entering into and mutually memorialize in this SA the terms and conditions upon which ANC 6B has agreed to support the renewal of 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 SA is intended to replace in its entirety any and all previously existing SAs between the Parties or otherwise affecting the License, and all such previous agreements are hereby declared superseded, null and void and of no further effect. This 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. Applicant has applied to operate a full-service Tavern ("Establishment") with a Sidewalk Café and Summer Garden endorsement at the Premises. Applicant shall limit its total seating to no more than the number of patrons as set forth on its License. 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 as specified in its Certificate of Occupancy.
3. Hours of Operation and Sales. The Applicant's hours of operation and alcoholic beverage sales may be changed from time to time at Applicant's discretion, or as may be otherwise permitted by its License, but in no event shall exceed or extend beyond the following:

Applicant's Hours of Operation shall be as follows:

Sunday – Thursday: 8:00 am – 2:00 am

Friday – Saturday: 8:00 am – 3:00 am

Hours of sale, service and consumption of Alcohol on the interior of the Premises shall be as follows:

Sunday – Thursday: 11:00 am – 2:00 am

Friday – Saturday: 11:00 am – 3:00 am

Applicant's Hours of Operation and sale, service and consumption of Alcohol on the Sidewalk Cafe shall be as follows:

Sunday – Wednesday: 11:00 am – 12:00 MIDNIGHT

Thursday – Saturday: 11:00 am – 1:00 am

Applicant's Hours of Operation and sale, service and consumption of Alcohol on the Summer Garden (2nd story deck) shall be as follows:

Sunday – Wednesday: 11:00 am – 12:00 MIDNIGHT

Thursday – Saturday: 11:00 am – 1:00 am

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; (3) Applicant may avail itself of any hours authorized by the ABC Board, Council or the Mayor by executive order arising from declared public health emergency or public emergency; and, (4) on January 1 of each year Applicant may serve alcoholic beverages and provide entertainment until 4:00 a.m. Applicant must complete and submit an application or other forms and pay such fees as required by the ABC Board to avail themselves of extended hours.

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 Sidewalk Café. The Applicant shall cause the area extending from the Sidewalk Cafe to the curb on the side of the Establishment to be regularly swept and shall remove litter and debris on not less than a daily basis, weather permitting.

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 grindable food wastes produced. Non-recyclable waste and recyclable trash (glass, plastic, and metal cans that have been rendered free to organic materials) shall be disposed of in sealed bags that are placed in appropriate receptacles capable of being closed completely with tight fitting lids.

Applicant shall utilize and maintain rodent proof waste and trash containers (receptacles) at the rear of the Premises with sufficient capacity to store all non-grindable garbage and recyclable trash and non-recyclable waste. Applicant will use reasonable efforts to investigate options for the storing used cooking grease on the interior of the Premises. Applicant will contract with a qualified third-party vendor for the removal and disposal of used cooking grease. Applicant will endeavor to participate in coordinated efforts to utilize composting to reduce food waste that is disposed of into garbage receptacles.

Applicant agrees to adhere to the following conditions with respect to garbage and trash management, including disposal of and the sanitary maintenance of the exterior trash receptacle.

- a. Applicant shall contract with third party sanitation or waste management and recycling vendor(s) to collect garbage and non-recyclable waste at least three (3) days per week and recycling at least 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 and use its best efforts to schedule a time for pickup that is the least disruptive to the neighbors. Garbage, recyclable, and grease collections shall not

occur between the hours of 10:00 p.m. and 8:00 a.m. on weekdays or 10:00 p.m. and 10:00 am on weekends.

- c. Applicant shall not place any non-grindable garbage, recyclable and non-recyclable trash in exterior trash receptacles in any manner that would prevent the full closure of the receptacles. All receptacles shall be secured with lids (as per their design) and such lids shall remain closed at all times other than during deposit or extraction of the contents.
- d. All receptacles used for grease, garbage, recyclable trash and waste shall be maintained in good repair and in safe and sanitary condition. Any damaged or leaking containers shall be promptly repaired or replaced. All such containers shall conform to then-existing regulations or guidelines of any District of Columbia governmental agency having the authority or jurisdiction to prescribe such regulations or guidelines.
- e. Applicant will daily check the full area around the trash receptacles and shall promptly pick up or hose down any debris or liquid waste left behind after garbage, grease or recycling receptacles have been filled or emptied. 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.
- f. Applicant shall power-wash the area around the trash receptacles and all receptacles no less often than once every two weeks and to ensure that 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.
- g. Applicant shall cooperate and permit inspection of the Premises by any authorized District of Columbia governmental entity or agency acting pursuant to its official function and purpose, as may be reasonable and/or required by law or regulation, pursuant to ABRA regulations or other governmental function.

6. Noise and Odor Mitigation. Applicant will strictly comply with D.C. Official Code § 25-725 (“DC Noise Ordinance”) regarding emanation of noise from the Establishment. Applicant specifically agrees that it shall not produce any sound, noise, or music by the use of any: (1) Mechanical device, machine, apparatus, or instrument for amplification of the human voice or any sound or noise; (2) Bell, horn, gong, whistle, drum, or other noise-making article, instrument, or device; or (3) Musical instrument of such intensity that it may be audible beyond the rear property line or in the contiguous physical block on which the Premises is located.

Applicant will take all reasonable steps necessary to mitigate pursuant to the DC Noise Ordinance noise emanating from mechanical equipment, subject to D.C. Code 25-725(b), that is directly associated with Applicant’s Establishment. Noise mitigating actions may include maintenance of such equipment per manufacturer recommendations, installation of sound absorbing and sound dampening materials on the roof between the HVAC and kitchen equipment and the residential properties along the rear of the Premises. Sound absorbing and dampening material will be sufficient to reduce noise to levels that meet DCMR noise regulations at the rear property line.

Applicant has voluntarily decided that it shall not provide pre-recorded music in the Establishment’s Summer Garden.

7. Odor and Emission Control. Applicant will take reasonable steps to control and mitigate odor emanating from the Premises and/or from any exterior waste storage receptacle related to the Establishment. These efforts may include, but not be limited to, installing and maintaining high efficiency grease extracting kitchen exhaust ventilation and filtering systems for any cooking facilities within the Premises, of sufficient design and capacity as to reduce the external emission of any odors arising directly from food preparation at the Establishment. Applicant will take reasonable steps to regularly schedule maintenance and cleaning of exhaust hoods, fans and vents in accordance with manufacturer’s specifications for the type and amount of cooking undertaken. Applicant will also take reasonable steps to

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 take reasonable steps to address mechanical issues that develop with the equipment promptly.

8. **Rat and Vermin 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 including any and all interior or exterior trash storage areas or receptacles and the exterior area immediately adjacent to the Premises. Applicant shall not store or place foodstuffs, organic materials, or other consumable goods of any type outside the Premises prior to use. 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.

9. **Maintenance of Public Space Adjacent to the Premises.** Applicant shall maintain the sidewalk 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, including the sidewalk café 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 the rear of the Premises. 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. **Delivery of Vendor Shipments and Parking.** Applicant shall use its best efforts to direct and require that any third-party vendor deliveries of food, beverage, supplies, linens or similar items that utilize the alley behind the Premises do not park in a manner that blocks parking spaces of residential neighbors. Delivery drivers will also be informed of the availability of a loading zone on the 8th Street side of the Premises. Applicant shall direct its employee to not park their vehicle in the rear alley or congregate on public space in the alley during breaks or following work hours.

11. **Security Cooperation in Stemming Loitering and Employee Conduct.** Applicant shall take reasonable steps to discourage loitering in the vicinity of the Premises, 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.

12. **Compliance with Agency Regulations.** Applicant understands and promises to maintain compliance with all DC laws and regulations. Specifically, Applicant will comply as otherwise required by law in all material respects to ABCA, Department of Licensing and Consumer Protection (DLCP), DC Health (DOH), 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. Any reference made to specific laws and regulations in this Agreement is meant for informational purposes only. ANC does not intend for a violation of a DC law or regulation to also be considered a violation of this SA.

13. **Notice to Cure.** In the event that any of the parties is in breach of their SA, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the SA. 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. ANC 6B will notify John Boyle, Owner, [johnwilliamboyle@aol.com], via electronic mail of any alleged violations. If Applicant refuses or fails to commence the cure or diligently pursue a cure within the 10-day period, such refusal or failure shall constitute a cause for requesting a formal investigation, or other measures allowed by the ABC Board pursuant to D.C. Code § 25-447. If, however, a breach reasonably requires more than 10 days to cure, Applicant will notify the other parties with a timeline for commencing the cure and addressing the breach.

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

Applicant:

527 8th, LLC t/a Barracks Row Joey's
527-529 8th Street, SE
John Boyle, Owner
johnwilliamboyle@aol.com

Signature: John Boyle

Date: 1/15/24

ANC 6B:

Edward Ryder, Chairperson
700 Pennsylvania Ave SE
Washington, DC 20003
6b@anc.dc.gov

Signature: Ed Ryder

Date: 1-16-2024