

SETTLEMENT AGREEMENT BY AND BETWEEN  
ADVISORY NEIGHBORHOOD COMMISSION 6B  
and  
ANB 327 LLC.  
d/b/a Newland

Pursuant to this Settlement Agreement, ("Agreement"), by and between ANB 327 LLC (d/b/a Newland) ("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 327 7th St., SE, Washington, DC 20003 ("Premises").

WHEREAS, Applicant has applied before the District of Columbia Alcoholic Beverage Regulatory Administration ("ABRA") to effect, and is seeking its approval of a new Retailers' Class "C" Restaurant License (ABRA-120239) ("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all previously-existing Settlement Agreements between the Parties, and all such previous agreements are hereby declared superseded, null and void and of no further effect.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") at the Premises. Applicant currently seeks a total seating for up to 80 patrons, inclusive of 50 indoor seating and 28 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.
3. Hours of Operation and Sales. Applicant's hours of operation and alcoholic beverage sales 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:

Applicant's hours of Operation shall be as follows:

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

Applicant's sale of alcohol within and operation of the Sidewalk Cafe shall be as follows:

Sunday through Thursday: 10:00 a.m. – 11:30 p.m.  
Friday and Saturday: 10:00 a.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 for inside 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 in 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 maintain, and exclusively utilize an interior trash storage room within the Premises with sufficient capacity to store all grease, recyclable trash, and non-recyclable trash (garbage). The interior trash storage room will have direct access from the dining, hallway, and/or kitchen area of the Premises. The interior trash storage room will be constructed in compliance with DC Department of Health requirements for indoor trash storage.

Applicant shall not utilize any exterior point of access to the interior trash storage room for purposes of depositing grease, recyclable trash or non-recyclable trash in the interior trash storage room and shall maintain the exterior doors in a closed and secured position except as reasonably required for regularly-scheduled garbage, recyclable, and grease pick up by third-party vendors.

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. For the storage of any residual or non-grindable food wastes and all grease will be stored in an interior trash storage room within the Premises.

Recyclable waste (glass, plastic, cardboard and metals that have been rendered free to organic materials) shall be disposed of in sealed bags that are placed in appropriate waste receptacles

capable of being sealed with closing lids and otherwise designed for that purpose. All receptacles used for garbage, recyclables, and grease shall be maintained in good repair, safe and sanitary condition.

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

- a. Garbage collected is handled by the building's management (Yarmouth Management). They collect garbage at a frequent schedule that is necessary to prevent the receptacles from exceeding their capacity; If there are issues with garbage collection, the ANC and the community will reach out to both the Establishment and the building management with the understanding that the responsibility falls on the building management.
- b. 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 or otherwise disposed 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.
- c. An access door to that room from the exterior shall remain closed unless in use and will be equipped with an automatic closing mechanism and an egress bar unless another path of egress is available for emergencies;
- d. All receptacles for grease, non-grindable food waste, recyclable and non-recyclable waste shall be stored in the interior trash room, unless in the immediate process of being hauled to or from sanitation or grease collection trucks. Applicant shall not store or place any kegs, foodstuffs, or other consumable goods of any type in the rear of the Premises or on the public alley. No waste of any type shall be placed on or against the abutting property;
- e. Any receptacle for recyclables or restaurant supplies such as linens, kegs or firewood will be placed such that it does not encroach on the abutting property owners. Applicant shall ensure that no recyclable waste is placed outside the establishment other than in a fully closed receptacle. Applicant shall ensure that the lids or doors on all receptacles are fully closed at all times.
- f. All receptacles (for garbage, grease and recyclables) shall be secured with lids (as per their design), including while within the trash room and while being hauled to and from sanitation trucks. Applicant shall not place waste in any waste receptacle in any manner that would prevent the full closure of the receptacle.
- g. Garbage, grease and/or recycling spills shall be cleaned up as soon as practicable after they occur, but in no event more than two (2) hours after such spill. 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 shall cooperate and permit inspection of the Premises, including but not limited to the indoor trash room, as may be reasonable pursuant to ABRA regulations or as may be reasonably requested by any authorized District of Columbia governmental entity;
- j. 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, odors, 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 audible outside the establishment at any time. Applicant agrees to keep its doors and windows closed when music is being played at the establishment. However, it is understood by the parties that Applicant may open its window panels, and that music may be played at such times at a level not audible beyond the street curbside. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry or exit doors.

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.

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), notwithstanding the fact that such neighboring residential units may not fall within the zoning classification otherwise entitled to enforcement of that provision under D.C. Code §25-725(b)(3). 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 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.

7. Odor and Emission Control. Applicant shall use its best efforts to control and mitigate any odor emanating from the Premises by maintaining a high efficiency grease extracting kitchen exhaust ventilation and filtering system. This system shall be of sufficient design and capacity as to reduce the external emission of any odors arising from food preparation at the Establishment. Applicant further agrees to contract with a licensed third-party vendor to regularly 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

~~7. Odor and Emission Control. Applicant shall install and maintain on the roof of the building in which the Premises are located a Pollution Control Unit ("PCU") servicing all kitchen exhaust and cooking ventilation from the Premises. The PCU shall be of sufficient design and capacity to effectively control and substantially eliminate any particulate or odorous emission from the Premises. Applicant shall ensure that regularly scheduled maintenance and cleaning of the PCU and related 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 (including the waste storage room). 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. 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 ABRA 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. Violations of DC Agency regulations shall constitute a violation of this Agreement.
12. 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 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. If Applicant refuses or fails to commence the cure or diligently to pursue such cure within the 10-day period (or a breach which reasonably requires more than 10 days to cure), such refusal or failure shall constitute a cause for filing a complaint with the ABRA Board pursuant to D.C. Code§ 25-447.

Applicant will provide an email address to a representative of the ANC through which any comments or concerns about the nature of the operation of the Establishment can be addressed and resolved. Applicant will also provide the ANC with a phone number of an onsite manager

who can address any concerns related to the fulfillment of the obligations set forth in this Agreement at any time that the Applicant is operating.

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

Applicant:

ANB 327 LLC. d/b/a Newland  
ABRA# 120239  
327 7th St. SE  
Washington, DC 20003  
Phone: 202-733-1384  
Email: [proprietor@beuchertssaloon.com](mailto:proprietor@beuchertssaloon.com)  
Nathan Berger  
Title: *Managing Member*

Signature: 

Date: 2/4/22

ANC:

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

Signature: Corey Holman

Date: 2/8/2008