

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

In the Matter of:)
)
Miss Toya's Southern Cajun Kitchen, LLC)
t/a Miss Toya's Southern Cajun Kitchen)
)
Applicant for a New)
Retailer's Class CR License)
)
at premises)
3216 Pennsylvania Avenue, SE)
Washington, D.C. 20020)
)

License No.: ABRA-120812
Order No.: 2022-249

Miss Toya's Southern Cajun Kitchen, LLC, t/a Miss Toya's Southern Cajun Kitchen, Applicant
Tiffany L. Brown, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 7B

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Bobby Cato, Member
Rafi Aliya Crockett, Member
Jeni Hansen, Member
Edward S. Grandis, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Miss Toya's Southern Cajun Kitchen, LLC, t/a Miss Toya's Southern Cajun Kitchen (Applicant), Applicant for a new Retailer's Class CR License, and ANC 7B have entered into a Settlement Agreement (Agreement), dated May 20, 2022, that governs the operations 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 Chairperson Tiffany L. Brown, on behalf of Advisory Neighborhood Commission (ANC) 7B, are signatories to the Agreement.

Accordingly, it is this 25th day of May 2022, **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 Parties.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: 4c43265c6921f6e4b7000031dccc0f

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 54fae273f020b66cc9d1b372342543ec

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 256d36eadfba146d76b75bd7917620d

Bobby Cato, Member

eSigned via SeamlessDocs.com
Rafi Aliya Crockett, Member
Key: b560a91845a1f2e401d135e5c1281cc

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 021726318509447491b5d6c3a41805

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5027bda7ff9f0040ecl4a7eb52541ca5

Edward S. Grandis, Member

Pursuant to D.C. Official Code § 25-433(d)(1), 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.

Also, pursuant to section II of the District of Columbia Administrative Procedure Act, Pub. L. 90-614, 82 Stat. 1209, D.C. Official Code §2-510 (2001), and Rule 15 of the District of Columbia Court of Appeals, any party adversely affected has the right to appeal this Order by filing a petition for review, within thirty (30) days of the date of service of this Order, with the District of Columbia Court of Appeals, 430 E Street, N.W., Washington, D.C. 20001; (202/879- 1010). However, the timely filing of a Motion for Reconsideration pursuant to 23 DCMR §1719.1 (2008) stays the time for filing a petition for review in the District of Columbia Court of Appeals until the Board rules on the motion. See D.C. App. Rule 15(b) (2004).



**NAYLOR DUPONT
Advisory Neighborhood Commission 7B**

**SETTLEMENT AGREEMENT BY AND BETWEEN
ADVISORY NEIGHBORHOOD COMMISSION 7B**

&

Miss Toya's Southern Cajun Kitchen, LLC

SETTLEMENT AGREEMENT

Preamble

Advisory Neighborhood Commission 7B (ANC 7B) Preamble Through this Agreement, both parties aim to create an environment whereby Miss Toya's Southern Cajun Kitchen, LLC ("Applicant") may operate as a viable contributing business in the ANC 7B community, while concurrently curtailing any adverse effects a business such as Applicant's could have on the surrounding neighborhood. Applicant is encouraged to work regularly with ANC 7B neighborhood associations, and residents to ensure the business operations do not adversely affect the surrounding neighborhood. All parties believe the statements and provisions contained in this Agreement are reasonable and must become wholly integrated into the day-to-day operation of the establishment.

RECITALS

Applicant has applied for a Retailer Class "C" Restaurant License (the "License") for a business establishment ("Establishment") located at 3212 Pennsylvania Avenue, S.E. (the "Premises"); and,

Applicant desires to cooperate with the ANC in order to mitigate concerns related to the potential impact of operation of the Establishment on the surrounding community; and,

In lieu of contested protest proceedings regarding the application for the License, the Parties wish to enter into a Settlement Agreement pursuant to D.C. Official Code § 25-446 to address such concerns:

Whereas, Applicant's premises is within the boundaries of ANC 7B and, Whereas, the parties desire to enter into an agreement governing certain requirements and understandings regarding the issuance of a Retailer's Class "C" Restaurant Liquor License at the subject premises; and, Whereas, the parties wish to state their mutual intention and commitment to promote the success,

peace, order, and quiet. Both parties recognize the importance of businesses and their adjacent neighborhoods that are safe, clean, and peaceful.

NOW, THEREFORE, In consideration of the recitals set forth above and conditions set forth below, the Parties agree as follows:

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
2. **Nature of Business.** The applicant will manage and operate restaurant with a total occupancy load of 100. Any change from this model shall be deemed a concern to the community.
3. **Hours of Operation:** It is understood that upon expiration of the below hours of operation, no patron may remain on the interior or exterior of the Premises. Applicant's hours shall not exceed:
 - a. Sunday-Thursday: 11:00 am to 11:00 pm
 - b. Friday - Saturday: 11:00 am to 12:00 am

Additionally:

- c. Applicant's kitchen facilities shall remain open with full menu service until a minimum of one (1) hour prior to closing.
 - d. Alcohol service shall end 30 minutes prior to closing; however, patrons shall be permitted to finish or consume any alcoholic beverages purchased before the end of last call until the close of business.
 - i. Applicant may operate for one additional hour (that is, one hour later);
 - ii. In the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours for specific occasions, such as Inauguration, the applicant may avail itself of such extended hours; and
 - iii. On January 1 of each year Applicant may operate for one additional hour.
4. **Noise.** -Applicant shall adhere to DC Code 25-725 with respect to emanation of noise from the establishment.
 - a. Applicant may present live or recorded music inside the Establishment during the posted hours of operation and to accompany dining, provided that no doors to the exterior of the restaurant shall be propped open at any time when live music is

being played in the restaurant, except when persons are in the act of using the door for ingress to or egress from the premises.

- b. In all cases, Applicant will make reasonable efforts to prevent music from the restaurant's premises, inside and outside, from becoming an unreasonable disturbance to occupants in adjacent buildings and surrounding premises.
 - c. Applicant will not install any exterior speakers to the establishment and agrees that no speakers will be installed in or in any way directed outside.
- 5. Public Space and Trash.** Applicant shall keep the sidewalk free of litter, bottles, chewing gum, trash, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall maintain these areas daily for refuse and other materials. Applicant shall also provide cigarette urns and cigarette butt receptacle wherever patron gather to smoke. Applicant will contract with a trash and recycling contractor to provide sealable container(s) for trash, food waste, and recycling designed to prevent rodent intrusion, and further agrees to keep the containers closed and sealed at all times when waste is not being disposed. Applicant further agrees to hold all trash, food waste, and recycling within its enclosed trash storage structure until the morning of the scheduled pick-up. Exterior doors to the trash storage structure shall remain closed unless refuse is being hauled to sanitation trucks. Applicant shall not store or place any kegs, bottles, foodstuffs, palettes or materials or other consumable goods of any-type outside the premises or outside of the enclosed trash storage structure. Applicant shall have the restaurant and surrounding area properly cleaned at the end of each night to ensure there is no garbage or odor. Applicant shall respect the surrounding residential buildings and limit noise after closing hours when disposing of trash and bottles in receptacles and ensure that trash receptacles remain closed and free of vermin.
- 6. Rodent Control:** Applicant will maintain a contract with a professional, licensed pest and rodent control company to provide for routine control for the interior and exterior of the premises as necessary to control pests.
- 7. Patrons.** Applicant shall take reasonable steps to discourage its patrons from causing noise or disturbances in front of, or immediately adjacent to, the Establishment during the hours of operation and as they depart at closing. Applicant agrees to take all necessary and reasonable steps to prevent patron rowdiness, including refusing admission/service to rowdy and/or unruly persons.
- 8. Complaint Log.** The Establishment's website will prominently feature the name and contact information-for an individual to which any comments about the operation of

the establishment may be addressed. The Applicant shall maintain a log for every complaint lodged with the establishment for any issue relating to this Agreement, including, but not limited to, complaints of noise, parking congestion, traffic congestion, security, trash, rodents, incidents, violence, crime, and/or operating hours. The log shall include, for each separate complaint, to the extent provided by any such complainant, the name of the complainant, the date of the complaint, any contact information provided by the complainant, the nature of the complaint, and the response taken by the Applicant or the Establishment. Every complaint shall be kept on file in the complaint log for a minimum of three years from the date on which the complaint was made. Applicant shall make the complaint log available to the Board for inspection and copying upon reasonable advance request.

9. **Compliance with ABRA Regulations.** Applicant shall abide by applicable Alcoholic Beverage Administration (ABRA) regulations regarding ownership of the License.
 - a. An ABC-licensed manager or owner, conversant with all aspects of this agreement, shall be on site at the Establishment during all posted hours of sales.
 - b. Applicant and all employees that are designated to serve alcoholic beverages shall attend and complete an alcoholic beverage server training course/seminar within 60 days of the start of operations, and, after that period, new hires designated to serve alcoholic beverages shall complete training within 30 days of their commencement of employment.
 - i. Applicant will not, knowingly, directly or indirectly, sell or deliver alcohol to any intoxicated person or to any person who appears to be intoxicated.
 - ii. Applicant shall post a notice kept in good repair and visible from point of entry a sign that states: Proper ID is required to be served and that the establishment will check IDs at all times prior to serving alcoholic beverages to patrons; It is illegal to sell alcohol to anyone under age 21; Warning: Drinking alcoholic beverages during pregnancy can cause birth defects;
 - iii. Patrons are requested not to litter, loiter, or make excessive noise in the neighborhood as they arrive or depart; and
 - iv. The establishment requests that customers do not contribute to panhandlers.

10. **License Ownership.** Applicant agrees not to transfer or sell the license to any other entity before obtaining approval from the Alcohol Beverage Control Board. Applicant agrees to specifically notify any prospective transferee, assignee, or contractee of the existence of this Agreement and to provide them with a copy.

11. **Agreement available Upon Demand.** A copy of this Agreement shall be kept on the premises and made available to law enforcement officers and Alcoholic Beverage Regulatory Administration inspectors immediately upon request.
12. **Binding Effect.** This Agreement shall be binding upon and enforceable against the successors of the Applicant.
13. **Participation in the Community.** Applicant is encouraged to send a representative from time to time to ANC 7B public meetings. Participation in such meetings promotes open lines of communication, neighborhood involvement, and awareness of current ABRA issues. ANC 7B's meeting dates and times can be found at www.anc7b.com
14. **Modifications.** This Agreement may be modified, and such modification implemented by Applicant only by mutual agreement of the parties in writing and the subsequent approval of the modification by the ABC Board pursuant to DC Official Code § 25-446 or as required by District law.
15. **Notice and Opportunity to Cure.** In the event that either party believes that the other materially breached any obligation under this Agreement, such party shall give written notice to the other of the existence of the breach and the specific nature thereof. The party alleged to be in breach shall have fourteen (14) days from the receipt of notice to cure the alleged breach (or if the breach shall relate to excessive noise or disturbance, the lesser of 72 hours or such shorter period as may be reasonable under the circumstances to immediately restore peace, order and quiet). If the breach is not cured within the notice period-or, with respect to a breach which reasonably requires more than fourteen (14) days to cure, efforts to cure the breach have not been commenced failure should constitute cause for the ANC to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(e) in order to enforce the provisions of the Agreement. In the case of a continuing violation, no notice or opportunity to cure need be provided for subsequent violations of this Agreement, following the initial provision of notice. Any notices required to be made under this Agreement shall be in writing and sent either via email, U.S. mail, postage prepaid, to the parties to this Agreement at the addresses below. Notice shall be deemed given as of the time of receipt or refusal of receipt. Either party may change its notice address by Written notice to the other. Failure to give notice shall not constitute waiver or acquiescence to the violation.

THEREFORE, In consideration and in reliance upon the commitments reflected in this agreement, ANC7B will advise the ABC Board that it does not oppose Applicant's pending application for the Retailer's Class "C" Restaurant license.

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


APPLICANT:

Name: Miss Toya's Southern Cajun Kitchen, LLC

E-mail:

Jeffery Miskiri

Signature: _____



Date: _____

5-20-22

ANC 7B:

Advisory Neighborhood Commission 7B

Washington, DC 20020

Email: 7B@anc.dc.gov

Tiffany L. Brown, Chairperson

Signature: _____



Date: 05-19-2022