

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

In the Matter of:

EI, LLC

t/a Barracks Lane Restaurant

Applicant for a New
Retailer's Class CT License

at premises
517 8th Street, SE
Washington, D.C. 20003

License No.: ABRA-109778
Order No.: 2018-460

EI, LLC, t/a Barracks Lane Restaurant (Applicant)

Daniel Ridge, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 6B

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member
Donald Isaac, Sr., Member
Bobby Cato, Member
Rema Wahabzadah, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that EI, LLC, t/a Barracks Lane Restaurant (Applicant), Applicant for a new Retailer's Class CT license, and ANC 6B have entered into a Settlement Agreement (Agreement), dated June 12, 2018, that governs the operation 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 Daniel Ridge, on behalf of ANC 6B, are signatories to the Agreement.

Accordingly, it is this 25th day of July, 2018, **ORDERED** that:

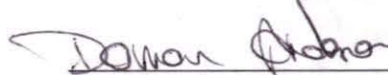
1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

Section 7 (Odor and Emission Control) – The second sentence shall be modified to read as follows: “These efforts shall include but not be limited, 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 from food preparation or disposal at the Establishment.”

The parties have agreed to this modification.

2. This Settlement Agreement replaces and supersedes previous Settlement Agreements entered by a previous holder of an ABC License for the premises; and
3. Copies of this Order shall be sent to the Applicant and ANC 6B.


District of Columbia
Alcoholic Beverage Control Board



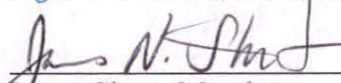
Donoyan Anderson, Chairperson




Nick Alberti, Member



Mike Silverstein, Member



James Short, Member



Donald Isaac, Sr., Member



Bobby Cato, Member

Rema Wahabzadah, 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 11 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).

SETTLEMENT AGREEMENT BY AND BETWEEN
ADVISORY NEIGHBORHOOD COMMISSION 6B

and

EI, LLC d/b/a Barracks Lane Restaurant

Pursuant to this Settlement Agreement, ("Agreement"), by and between EI, LLC d/b/a Barracks Lane Restaurant ("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 517 8th Street, 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" Tavern License (ABRA-109778) ("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.

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 99 patrons interior and 12 sidewalk cafe. 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 and Certificate of Use, as applicable.
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:

Applicant's hours of operation and alcoholic beverage sales, Service, and Consumption shall be as follows:

Interior Service:

Sunday thru Thursday:	10:00 a.m. – 12:00 midnight
Friday and Saturday:	10:00 a.m. – 1:00 a.m.

Sidewalk Café:

Sunday thru Saturday	10:00 a.m. – 11:00 p.m.
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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 until 3 a.m. In addition, the Licensee must submit, as required by regulation, any forms or documents to ABRA for a one-day substantial change, and gain

approval for such extended hours or entertainment. 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 year-round, 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 Café 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. Applicant shall periodically measure and ensure that all tables, chairs, planters, signboards, stations, stanchions or other items in the Sidewalk Café are placed within the bounds of its designated public space permit, and do not extend into the sidewalk or adjacent areas. Applicant may not place any signboards or similar items beyond or outside the area designated by its public space permit.

5. Refuse Storage and Disposal. Applicant shall comply with DCMR 21-704.3 and 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 shall utilize and maintain rodent proof waste and trash containers (receptacles) with secured and locking lids and sufficient capacity to store all non-grindable garbage, non-recyclable waste and recyclable trash (glass, plastic, cardboard and metal cans that have been rendered free to organic materials) in the exterior rear of the Premises. Further, Applicant shall use its best efforts to store grease in a receptacle designed to store grease in the interior of the Premises, and shall not permit grease to remain stored in the alleyway or any other area outside the Premises except when in the immediate process of being collected for recycling or disposal.

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 store its waste and recycling in appropriate rodent-proof containers located within the interior of or immediately adjacent to the Premises. Any exterior receptacles shall be located as close to the rear of the Premises as practicable, and placed so as to minimize interference with pedestrian or vehicular traffic. Under no circumstances may any boxes, bags, or other refuse or recyclables be placed or stored at any time or for any period of time in the exterior of the Premises except in a closed receptacle with an appropriate tight-fitting and locked lid.
- c. Applicant shall dispose of non-grindable garbage, recyclable and non-recyclable trash in sealed bags that are placed in appropriate rodent-proof receptacles. Any receptacle for restaurant supplies such as linens, kegs or other supplies will be placed on the Premises and not exterior to the Premises.
- d. No garbage or recyclables may be placed in exterior trash receptacles in any manner that would prevent the full closure of the receptacles, and the receptacles shall remain secured and locked with key except during the immediate process of deposit of refuse and recyclables into the receptacles or the collection of same by a qualified waste collection vendor.
- e. No glass shall be placed in any exterior receptacle nor otherwise disposed of in the rear of the Premises between 10:00 p.m. and 7:00 a.m.
- f. 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.

- g. Applicant will daily check the full area around the exterior rear trash storage and the full area around the route by which waste is carried to the disposal vehicle, and shall pick up or hose down any debris or liquid waste left behind after garbage, grease or recycling receptacles have been emptied and/or their contents otherwise disposed of.
- h. All receptacles used for grease, garbage, recyclable trash and waste shall be capable of being fully closed with tight-fitting lid and maintained in good repair and in safe and sanitary condition. Any damaged or leaking containers, including container lids that become bent or warped such that they are no longer rodent-proof, shall be promptly repaired or replaced.
- i. Applicant will use its best efforts to power-wash the area around the trash receptacles and all receptacles no less often than once every week 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.
- j. Applicant shall cooperate and permit inspection of the Premises, as may be reasonable, pursuant to ABRA regulations or as may be reasonably requested by any authorized District of Columbia governmental entity; and,
- k. 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.
- l. Should Applicant, during the term of this Agreement, commence or determine to commence any renovation, reconstruction, upgrade, or remodeling of the Premises, such that (i) plans and permit applications are required to be submitted to the District of Columbia government and (ii) the work involves major renovation, reconstruction, or remodeling of the interior of the Premises that includes the Establishment's kitchen and/or food preparation areas or other non-public space, then Applicant will designate space and incorporate an interior trash room of sufficient size and capacity into any such plans and construction. This trash room will comply with DOH regulations and be henceforth exclusively utilized for storing all grease, garbage and non-recyclable trash.

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 closed when music is being played inside the establishment but may open its window panels during such times, provided that the music is 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 and/or from any exterior waste storage receptacle related to the Establishment. These efforts shall 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 from food preparation or disposal at the Establishment by at least 97% of the total mass emitted grease particles and having functional efficiency of 60% greater of grease particles emitted two microns in size and larger.

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, pallets 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.

9. Restrictions on Use of Points for Access/Egress. To the maximum extent practicable, Applicant shall receive deliveries of food or supplies through the front entrance to the Premises. Applicant shall discourage its employees from taking breaks or loitering in any area to the rear of the Premises. Applicant shall ensure that one or more of its employees and/or an employee of any vendor delivering food or supplies by truck in the alley located to the rear of the Premises shall be present and remain outside next to or within sightline of any truck and shall cause the truck to be expeditiously moved if required to maintain clear access for pedestrians and other vehicles in the alley.

Applicant shall refuse deliveries from third party vendors that park their delivery trucks illegally in the public alley between the hours of 10:00 p.m. and 10:00 a.m. Applicant shall ensure that one or more of its employees and/or an employee of any vendor delivering food or supplies by truck in the alley located at the rear of the Premises shall be present and remain outside, next to, or within sightline of any truck delivering to the Applicant. 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 truck 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 to 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.

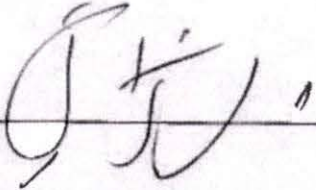
12. Notice and Opportunity to Cure. In the event that any of the parties is in breach of their SA, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the SA. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall be provided for a cure within 10 calendar days of the date of such notice. If Applicant refuses or fails to commence the cure or diligently to pursue such cure within the 10

day period (or, with respect to 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. Official Code § 25-447.

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

Applicant:

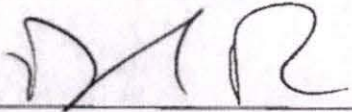
EI, LLC
El Alami Ikhiair, its Manager

Signature: _____ 

Date: JUN 12, 18

ANC:

Advisory Neighborhood Commission 6B
Daniel Ridge, Chairman

Signature: _____ 

Date: 12 JUN 2018