

**SETTLEMENT AGREEMENT**

THIS Settlement AGREEMENT (“Agreement”) is made on this 29<sup>th</sup> day of March 2024, by and between GCO-Waterfront Station, LLC, t/a Good Company Doughnuts & Cafe (“Applicant”) and Advisory Neighborhood Commission 6D (“ANC”), collectively, the “Parties.”

**PREAMBLE**

Through this agreement, both parties aim to create an environment in which the Applicant may operate as a viable contributing establishment to the ANC community.

**WITNESSETH**

WHEREAS, Applicant has applied for a new Retailer’s Class C Restaurant license for a business establishment (“Establishment”) with indoor space on the ground floor and one summer garden located at 1000 4<sup>th</sup> Street SW #125 (“Premises”).

WHEREAS, the Applicant is encouraged to work regularly with the ANC and its representatives, other neighborhood organizations, and residents to ensure that business operations facilitate the enjoyment of the surrounding neighborhood; and

WHEREAS, in lieu of the ANC continuing to protest against Applicant’s pending ABCA License application, the Parties are desirous of entering into a Settlement Agreement pursuant to D.C. Official Code 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize, with the ANC, the effect of the establishment on peace, order, and quiet, and to eliminate the need for a Protest Hearing regarding the license application; and

WHEREAS, all parties believe that the statements and provisions contained in this agreement are reasonable and shall become wholly integrated into the day-to-day operation of the Establishment. Any change from this model may be of concern to the residents and may be considered within the direction of the Alcoholic Beverage and Cannabis Administration Board (“ABCA Board”) to be a substantial change requiring the ABCA Board’s approval.

WHEREAS, the Parties have agreed to enter into this Agreement and request that the ABCA Board approve the Applicant’s license application conditioned upon the Applicant’s compliance with the terms of this written Agreement; and

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

1. **Recitals Incorporated.** The recitals set forth are incorporated herein by reference.

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2. **Hours of Operation and Sales.**

- a. The Applicant's hours of operation inside the Premises and in the Summer Garden shall not exceed: **Sunday through Saturday: 7 AM-10 PM.**
- b. The Applicant's hours of alcoholic beverage sales, service, and consumption inside the Premises and in the Summer Garden shall not exceed: **Sunday through Saturday: 10 AM to 10 PM.**
- c. Provided that: (a) on days designated by the ABCA Board as "Holiday Extension of Hours," Applicant may avail itself of the extended hours so provided; (b) in the event that the Council of the District of Columbia or the ABCA Board grants licensees in general extended operating hours (such as Inauguration), Applicant may avail itself of such extended hours; (c) on January 1 of each year Applicant may operate until 4:00 a.m. The ANC will not object to the Applicant applying for a One Day Substantial Change, in accordance with District law, so that it may offer alcoholic beverage sales until 4:00 a.m. on January 1 of each year or applying for up to 8 One Day Substantial Changes annually in order to allow the sale and consumption of alcoholic beverages in the Summer Garden.

3. **Floors Utilized and Occupancy.** The Applicant will operate its establishment on the building's ground floor(s). The Establishment will not have more than 60 seats inside and 55 seats in the Summer Garden, and the maximum occupancy of the Establishment shall not exceed 170 patrons.

4. **Summer Garden.** The Applicant shall ensure the following conditions are met in the Summer Garden:

- a. Pre-recorded music shall not be played in the Summer Garden.
- b. No containers, cups, bottles/cans, etc., shall be permitted outside of or to shall leave the area regardless of content, except food and beverages packaged "to go." This provision does not pertain to food or non-alcoholic beverages purchased in the interior to be consumed off-premises.
- c. The Summer Garden shall be bordered with appropriate barriers to delineate it from the surrounding adjacent areas. Options for such borders may include planters, fencing, shrubbery, or similar techniques.
- d. No permanent structures will be constructed.
- e. The Summer Garden will conform to attached Map A and will remain at least seven feet from Maple Drive.

5. **Noise and Privacy.** The Applicant will strictly comply with D.C. Official Code 25-725 and to that end, shall use various means, including architectural improvements to the

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property, and take reasonable actions to ensure that music, noise, and vibration from the Establishment are not audible within the adjacent residential premises. Applicant will take reasonable steps to reduce noise emanating from the Establishment by keeping the entry or exit doors closed, except for ingress and egress. Applicant shall inform its patrons by signage or other means that churches and residences are in proximity to the Establishment and urge quiet and decorum by patrons upon exiting the Establishment.

6. **Parking/Public Transportation Arrangements.** The ANC is concerned that the Applicant's operation of the Establishment does not create or exacerbate parking problems within the ANC. Applicant shall notify its patrons (through a website or other means) that there is limited parking in the vicinity and shall provide information about public transportation options.

7. **Public Space and Trash.** The Applicant shall, to the best of its ability, keep the area around the Premises clean and free of litter, and shall monitor these areas sufficiently to ensure that refuse and other materials are promptly removed. The Applicant may participate in a trash removal program or maintain a dumpster and the area adjacent to the dumpster. Whether the Applicant or another entity maintains the dumpster and the area adjacent to the dumpster, the following is required:

- a. The dumpster shall be enclosed with the lids tightly closed and incapable of being entered by rodents, in order to limit odors and to help control pest and rodent population.
- b. The area around the dumpster shall always be kept clean.
- c. The dumpster shall be placed such that it does not encroach on abutting property and so that no garbage is placed on abutting property.
- d. Proper (recyclable) removal of grease and oils shall occur and grease and oils shall not be deposited for removal in dumpsters or trash cans.
- e. Regular rodent and pest abatement services shall be utilized.
- f. The area around the dumpsters shall be properly cleaned at the end of each night to remove uncontained garbage and ensure no malodorous odors are present.

8. **Security Cooperation in Stemming Public Drinking and Sale and Use of Illegal Drugs.** The Applicant shall take reasonable, necessary steps, whether inside or in the immediate outside area or in the Summer Garden, to minimize public drinking and the sale and use of illegal drugs. These steps should include the following:

- a. Ensuring sufficient staffing to monitor the Premises, control unruly patrons, and communicate with emergency services.
- b. Monitoring for and prohibiting sales or use of illegal drugs.

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- c. Discouraging loitering.
- d. Maintaining interior security cameras in several locations which record and store information for at least 30 days. The ANC acknowledges that Applicant's landlord has sole responsibility for security cameras on the exterior premises.
- e. Maintaining contact with and cooperating with MPD and other enforcement officials when known or suspected drug activities occur.
- f. Ensuring that recordings required in Section (8)(e) are available to representatives of ABRA or MPD upon request.

9. **License Ownership and Compliance with ABCA Regulations.** Applicant shall abide by all Alcoholic Beverage and Cannabis Administration regulations regarding ownership of the license and all other provisions applicable to liquor licensees, and Applicant agrees that the ANC shall have standing to ask the ABCA Board to enforce any violations of the Agreement. Any reference made to specific laws and regulations in this Agreement is meant for information purposes only. The ANC does not intend for a violation of a DC law or regulation to also be considered a violation of this Settlement Agreement.

10. **Participation in the Community.** Applicant is encouraged to maintain open communication with the ANC and the community for which the ANC acts.

11. **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 Agreement. Unless the breach is of an emergency nature or is repetition of a prior breach, reasonable notice and opportunity shall permit a cure within 30 days of the date of such notice. If Applicant or the licensee fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30 days to cure, fails to commence cure of such breach or diligently pursue such a cure), failure shall constitute a cause for filing a complaint with the ABCA Board pursuant to D.C. Office Code 25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certificate mail, return receipt requested, postage prepaid, or hand delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt:

If to the Applicant:  
Charles Kachadoorian  
8524 Tyco Rd, STE G  
Vienna, 22182  
[charles@gocodough.com](mailto:charles@gocodough.com)  
571-309-7748

If to the ANC:

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Advisory Neighborhood Commission 6D  
P.O. Box 71156  
Washington, DC 20024-9998  
Attn: Chair, ANC  
202-554-1795  
[6D@anc.dc.gov](mailto:6D@anc.dc.gov)

Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABCA Board or any other enforcement action.

12. Withdrawal of Protest. Upon execution of this Agreement by the Parties and its acceptance by the ABCA Board, and in reliance thereupon, the ANC shall withdraw its protest of the Applicant's pending ABCA license application.

[signatures on following pages]

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APPLICANT:

GCO-Waterfront Station, LLC



By: \_\_\_\_\_

Charles Kachadoorian

Date: \_\_\_\_\_

PROTESTANT:

ANC 6D

By: \_\_\_\_\_

ANC Officer

Date: \_\_\_\_\_