

ANC 6B

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January 26, 2016

Anthony J. Hood, Chairman
Zoning Commission
Office of Zoning
441 4th Street NW, Room 220 South
Washington, DC 20001

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Kirsten Oldenburg

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VIA: Interactive Zoning Information System Filing

RE: ZC #15-12, J. River 1401 Pennsylvania Avenue, LLC - Consolidated PUD
& Related Map Amendment, 1401 Pennsylvania Ave. SE (Sq. 1065, Lots
31-33, 142 & 820) - Ward 6

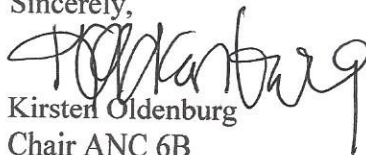
At a properly noticed special meeting on January 19, 2016, with a quorum of 8 Commissioners present, Advisory Neighborhood Commission 6B voted 8-0 to support the above referenced Planned Unit Development for 1401 Pennsylvania Avenue SE. This support includes the attached Memorandum of Understanding—signed by the Commission and J. River 1401 Pennsylvania Avenue LLC—that codifies project management requirements and practices.

In addition, ANC 6B conveys to the Zoning Commission, our support for the proposed:

- height and density of the project, while emphasizing our desire to see the perceived building height minimized from the street perspective. Specifically, the Commission has asked for revisions to the black façade detail on the 14th and Penn corner to have it pulled back on the top floor to maintain the setback around the project and to modify the material/color; and
- benefits and amenities package, including the transportation demand management plan, that has been discussed in detail with the Commission and the broader community.

Finally, the Commission recognizes and appreciates the strong level of engagement the developer has had with ANC 6B and the community.

Sincerely,


Kirsten Oldenburg
Chair ANC 6B

Attachments: Memorandum of Understanding and Public Benefits

ZONING COMMISSION
District of Columbia
CASE NO.15-12
EXHIBIT NO.20

MEMORANDUM OF UNDERSTANDING
BETWEEN ANC 6B AND J. RIVER 1401 PENNSYLVANIA AVENUE LLC
FOR DEVELOPMENT AT 1401-1433 PENNSYLVANIA AVENUE, SE

This Memorandum of Understanding (the "**MOU**" or "**Agreement**") is made this day of January 19, 2016 by and between J. River 1401 Pennsylvania Avenue LLC, a District of Columbia limited liability company ("**J. River**") or its successors and assigns, and Advisory Neighborhood Commission 6B ("**ANC 6B**") for the benefit of the Neighbors (as defined below). J. River and the ANC are collectively referred to herein as the "**Parties.**"

UNDERSTANDING OF THE PARTIES

WHEREAS, J. River is the owner of the property located at 1401-1433 Pennsylvania Avenue SE (Square 1065, Lots 30, 31, 32, 33, 142, & 820) in the District of Columbia (the "**Property**" or "**Subject Property**");

WHEREAS, the Subject Property is within the boundaries of ANC 6B;

WHEREAS, J. River intends to construct a new mixed-use multi-family building with 170-190 residential units, ground floor retail, and underground parking spaces on the Property (the "**Project**");

WHEREAS, J. River has applied for approval of a planned unit development ("**PUD**") and related Zoning Map Amendment from the D.C. Zoning Commission ("**ZC**") in Case No. 15-12 (the "**ZC Case**");

WHEREAS, the westernmost 40-foot street frontage on the northern side of the Property shall be considered to be on the 1400 Block of Pennsylvania Ave SE;

WHEREAS, there exists a 10- to 13-foot wide public alley that serves Square 1065 between 14th St. SE and Ives Place SE, abutting the Property (the "**Alley**") [See Exhibit A];

WHEREAS, the entrance to the underground parking for the Project will be from the Alley;

WHEREAS, the "Community Members" shall mean the owners and/or residents of the properties within the boundaries of ANC 6B;

WHEREAS, the "Neighbors" shall mean the owners and/or residents of the properties within 200 feet of the Property as listed in Exhibit 1G of the record for the ZC Case;

WHEREAS, "Adjoining Properties" shall mean the owners of the below listed properties:

1. 1435 Pennsylvania Ave SE, Washington DC 20003
2. 1420 Ives Place SE, Washington DC 20003

3. 1422 Ives Place SE, Washington DC 20003
4. 1424 Ives Place SE, Washington DC 20003
5. 1426 Ives Place SE, Washington DC 20003

WHEREAS, "Neighboring Properties" shall mean the owners of the below listed properties:

1. 1435 Pennsylvania Ave SE, Washington DC 20003
2. 1420 Ives Place SE, Washington DC 20003
3. 1422 Ives Place SE, Washington DC 20003
4. 1424 Ives Place SE, Washington DC 20003
5. 1426 Ives Place SE, Washington DC 20003
6. 918 14th St SE Unit 1, Washington DC 20003
7. 918 14th St SE Unit 2, Washington DC 20003
8. 918 14th St SE Unit 3, Washington DC 20003
9. 920 14th St SE, Washington DC 20003
10. 922 14th St SE, Washington DC 20003
11. 924 14th St SE, Washington DC 20003
12. 926 14th St SE, Washington DC 20003
13. 928 14th St SE, Washington DC 20003
14. 930 14th St SE, Washington DC 20003
15. 932 14th St SE, Washington DC 20003

NOW THEREFORE, provided that ANC 6B supports the Project and the ZC Case ("support" shall be indicated by a majority vote of the ANC on a resolution or motion recommending approval of the ZC Case), J. River agrees to the following:

DESIGN

1. Second Floor Terrace: J. River will incorporate into its design of the southern boundary of the second floor amenity terrace a screen for privacy and sound mitigation. J. River will provide owners of Neighboring Properties the opportunity to review and comment on this design.
2. Landscaping: J. River will follow all DDOT standards and guidelines for the protection of existing trees and addition of new trees in the public space surrounding the Property. J. River will ensure that the post-construction quantity of trees in public space adjacent to the property is equal to or greater than the current quantity of trees in public space adjacent to the property.

CONSTRUCTION

3. Point Person: J. River will designate a "point person" who will provide his/her name, email and cell phone number to ANC 6B to disseminate to the Community Members as well as posted on a placard on the construction fence. This person will be available during demolition, environmental remediation, and construction to address Community Members' concerns.

4. Hour of Construction: J. River and its contractors will not engage in any construction activities including standing, idling, reversing or staging of trucks, other than emergency repairs, before 7AM and after 7PM Monday - Friday, or before 8AM and after 7PM on Saturday. J. River and its contractors will not engage in any construction, other than emergency repairs, on Sundays or Federal holidays.
5. Rodent Control: J. River will hire a pest control company to manage rodents and other pests at the Subject Property prior to demolition and during the course of construction. Non-toxic, chemical-free pest control measures will be used as appropriate. Such measures shall also be extended to the exterior of Adjoining Properties at J. River's expense.
6. Property Surveys: J. River will conduct pre-construction surveys (including, but not limited to, photographic and video documentation) of Neighboring Properties and any additional properties within the zone of influence at the developer's sole cost. The pre-construction surveys of these properties will be used to document property conditions and to serve as a basis for insurance claims and maintenance reimbursement claims for those properties. If J. River is not permitted full access to a property to conduct a survey, then such property owner will not have any right to make a claim for reimbursement or repair under Paragraph 7 below. J. River will also conduct periodic visual assessments of the exterior of Neighboring Properties throughout construction. Settlement monitoring will be provided to any Adjacent or Neighboring properties during construction as deemed essential by a 3rd party engineer.
7. Maintenance Reimbursement: J. River will repair or reimburse property owners of Neighboring Properties for damage directly resulting from construction of the Project. A licensed third-party inspection firm will determine whether the damage directly resulted from the Project. J. River shall be permitted to adjust any claims of damage under the applicable insurance policy before being compelled to perform repairs. All reimbursement claims must be filed within 3 months after issuance of a Certificate of Occupancy for the Project. Claims filed during the construction and extended claim periods will trigger an inspection by J. River or its designated representative.
8. Access to Alley: During construction, J. River will make a commercially reasonable effort to ensure that the alley running from 14th Street to Ives Place remains open so that Neighbors may come and go from their parking spaces. In the event that a temporary alley closure or blockage is necessary, J. River will provide 72 hours prior notice to owners of any Neighboring Properties, except in cases of emergency. In cases of emergency, J. River will make every reasonable effort to notify owners and/or residents of Neighboring Properties of an alley closure as soon as possible. If a temporary alley blockage will occur outside of construction hours, J. River will work with affected owners of Neighboring Properties to find a mutually-agreeable solution to the issues caused from blocking Alley access including, but not limited to, the inability for MetroAccess to access the handicap ramp at the rear of 924 14th St. SE and Neighbors not having access to their parking spaces.

9. Construction Dust: J. River agrees to follow all District of Columbia regulations throughout the razing of the existing buildings, excavation of the foundation, and during the main building construction including a plan to control dust using water during the raze phase. Additionally, the buildings will go through a full remediation and removal of all hazardous materials prior to being razed. J. River will use all commercially reasonable efforts to minimize the generation of dust. J. River agrees to clean the exterior windows of Adjoining Properties and 918 14th St. SE on a semi-annual basis during construction. J. River agrees to clean the exterior of Adjoining Properties and 918 14th St. SE at the end of construction to remove all dust and debris caused by construction activities.
10. Construction Noise: J. River will include a provision in its agreement with a Contractor to use commercially reasonable efforts to minimize noise in accordance with all District of Columbia regulations during excavation and construction. J. River will provide at least 10 days notice to ANC 6B of when to expect the greatest impacts due to construction noise, which is currently anticipated to last approximately 12 weeks at the commencement of the project.
11. Pile Driving: The Developer hereby agrees that all required piles in the Project Site will be installed using the drilling method (in lieu of vibratory hammer method) to the fullest extent possible. In the event that piles must be installed using the vibratory hammer method, Developer will provide notice to ANC and Neighboring Property owners at least 48-hours prior to the work being performed.
12. Loading Docks: The Project will provide two (2) 30-foot loading berths and two (2) 200 square foot loading platforms. Loading docks and berths must not restrict the use of any owner or resident of a Neighboring Property to enter and exit their parking spaces.
13. Construction Vehicle Transportation Management: All truck and other construction-related traffic to and from the Property during construction will use commercially reasonable efforts to utilize Pennsylvania Avenue to the maximum reasonable extent. J. River will use commercially reasonable efforts to ensure that construction-related vehicular access to the Property will be limited along 14th St. SE or the alley in the northern section of Square 1065. J. River will use commercially reasonable efforts to secure truck staging areas to ensure that no standing, queuing, reversing, or idling of construction-related vehicles occurs on the 900 block of 14th St SE south of the Alley, the 1300 block of Pennsylvania Ave SE, the 1300 block of Potomac Ave SE, the 1200 block of K St SE, the 1300 block of K St SE, the 900 block of 13th St SE, the 1300 and 1400 block of Ives Pl SE, the north side of the 1400 block of Pennsylvania Ave SE, or any public alley in Square 1065. Truck staging area shall not interfere with the operation of a MetroBus or Circulator stop nor interfere with access to the above-mentioned streets and alley.
14. Construction Worker Parking: J. River will work in good faith with DDOT, DPW, ANC 6B, and the Contractor to minimize construction vehicle parking in RPP zones. Prior to the commencement of construction, J. River will present a construction vehicle management plan to ANC 6B for review and comment.

15. Trash Removal: J. River, or its contractors, will promptly remove all trash and construction debris from any adjoining public space located between the property line and the adjacent curb that is accessible to pedestrians.

16. Pedestrian Passageways: During construction, J. River will ensure compliance with DDOT's regulations for safe accommodation of pedestrians and bicyclists (DCMR 24-3315). Furthermore, J. River will ensure that all accommodation maintains a pedestrian passage on the east side of the 900 block of 14th St SE and a pedestrian passage on the 1400 block of Pennsylvania Ave SE with adequate lighting. J. River will also ensure that such accommodation on 14th St and Pennsylvania Ave intersect and allow for pedestrians to go from one passage to the other without crossing Potomac Ave SE. Final construction staging plans, including pedestrian passageways, will be subject to review and comment by ANC 6B and Community Members.

17. Construction Fencing: Prior to the commencement of Construction, J. River will erect and maintain construction fencing in order to screen the Property and limit dust and other impacts on the community. J. River shall maintain fences free of graffiti and in good order and repair. All construction materials and equipment, including portable toilets, will be located behind the construction fence for the duration of Construction.

18. Disruption of Utility Service: J. River shall notify any affected properties 72 hours in advance of known utility service disruption resulting from construction activities at the Property.

CONSTRUCTION LIAISON COMMITTEE

19. Committee Formation: J. River, ANC 6B, and Community Members will establish a five-person Construction Liaison Committee which shall include two representatives of J. River, two representatives of the Community Members, and one representative of ANC 6B (the "Construction Liaison Committee").

20. Committee Responsibilities: The Construction Liaison Committee will serve as a recipient of notices, information, warnings and other items of communication which affect or may affect the Community Members. Additionally, the Construction Liaison Committee will be provided with all construction staging and traffic control plans for review and comment prior to approval from DCRA, DDOT, or other municipal agencies.

21. Term: The Construction Liaison Committee will be dissolved and eliminated 3 months after the Project receives a certificate of occupancy.

THE ALLEY

22. Alley Width: As illustrated on the plan attached as **Exhibit A**, J. River agrees to set back a portion of the building from the southern property line by 10 feet to create an alley width of 20

feet for this section of the Project. J. River will record an easement on the Property to provide for public use of the 10-foot wide strip.

23. Alley Lighting, Security & Mirrors: In addition to any lighting in public space that DDOT requires, J. River will work with a lighting designer to install additional alley lighting on the Project. Such lighting on private property will be coordinated with Neighboring Properties. Security cameras monitoring the Alley will be installed on the finished Project. Any security cameras on the Project must not be pointed directly at adjacent property windows or on their backyards. J. River will install mirrors, to the extent permitted by DDOT, in the Alley to assist drivers in seeing oncoming traffic and traffic entering/exiting garages and parking spaces.

24. Resurfacing Alley: Provided that DDOT will issue all necessary approvals and permits, J. River will resurface the entire width of the Alley from the 14th Street SE entrance to the Ives Place SE entrance.

25. Walkway between 1420-1426 Ives Place SE: J. River will install a security gate abutting the Alley at the western end of the walkway between 1420-1426 Ives Place SE. The final gate selection will be agreed upon by J. River and a representative from the owners of 1420, 1422, 1424, and 1426 Ives Place SE. J. River will also install two motion-sensitive or timed lights in the walkway.

26. Secure parking for 918 14th Street SE residents: J. River will install elements to protect 918 14th Street SE residents' automobiles from commercial and residential traffic. Such elements could include bollards, folding bollards or similar options as agreed to by J. River and residents of 918 14th Street SE.

27. Loading Dock: The loading dock will be set back from the alley and provide space to ensure trucks are able to enter and exit the loading dock without backing into the alley upon entry or exit.

28. Public Space Permits: J. River or any commercial or retail tenants will not seek a public space occupancy permit for any part of the alley, except for commercially necessary temporary construction staging permits.

OPERATIONS

29. Building Operations Contact: J. River will designate a "building operations contact" and will provide his/her name, email and cell phone number to ANC 6B to disseminate to the owners of Neighboring Properties and other Neighbors as requested. This person will be available to address all concerns related to the operation of the building.

30. Loading Management Plan: J. River will provide a loading management plan for the project that includes the following: designates a member of the on-site management team as a loading dock coordinator, requires all tenants to use the on-site loading facilities for move-

in/move-out activities, restricts all tenants from using trucks longer than 30 feet, requires all tenants to secure DDOT permits for any oversize and overweight vehicles needed to service the site, requires the loading dock door to be closed whenever not in active use, and prohibits truck idling (as defined by DCMR 20-900.1), and prohibits stopping or standing of trucks for 3 minutes or more. J. River will make this loading management plan available to Project residents/tenants, ANC 6B, and Neighbors, and will identify a clear point of contact (e.g. loading coordinator) for questions/concerns about loading issues.

31. Damages to Neighboring Properties: In the event of damage to Neighboring Property by a tenant (residential or commercial), owner, or customer of the Property, or a vehicle, company or person providing services to a tenant (residential or commercial), owner or customer of the Property, J. River and the loading dock coordinator shall provide all reasonable assistance to the owner(s) of the Neighboring Property in identifying the party or parties responsible for the damage. This includes access to security footage, delivery logs, loading dock records, and any other information that would identify the party or parties responsible for such damage. J. River further agrees not take any action that would prejudice any owner's right to recovery for such damages.

32. Retail Usage: J. River will not lease or sell the retail space to the following uses, even though permitted within the Zone District as a matter of right or with special exception approval by the BZA: the sale of any pornographic material; a check-cashing establishment; a pawnbroker; a night club; or a national fast food chain restaurant with over 500 locations at the time of execution of this Agreement. Notwithstanding the foregoing, the Parties agree that the ANC may recommend approval of a prospective tenant otherwise prohibited in this paragraph that the ANC believes would provide substantial value for the community. Such recommendation shall be granted by the ANC only by a formal resolution.

33. Commercial Space Appearance: J. River will ensure that the commercial space along Pennsylvania Avenue and 14th Street will maintain predominantly transparent windows and doors.

34. Parking Access: J. River will make any excess underground parking in the Project available to the community once its tenants' parking needs have been met. If parking is made available as a part of the unit rental fee, J. River will allow tenants to rent/offer the space to non-tenants through a developer-approved process.

35. Limitation on Use of Second Floor Outdoor Terrace: Use of the common public terrace on the 2nd floor of the Project by the residents and their guests, will be limited to the hours of 7AM to 11PM on Sunday through Thursday and 7AM to 12AM on Friday and Saturday. Quiet hours for this space will be established from 10 PM – 9 AM Sunday through Friday, and 11 PM to 9 AM Saturday through Sunday. Furthermore, no permanent speakers or sound system shall be installed in this outdoor area.

36. Sanitation Collection: J. River will ensure that contracts with any sanitation company will limit trash collection to the hours of 9AM-5PM and that trash, recycling, and used cooking oil receptacles will not be left or stored outside the building at any point. The sanitation company will not stand or park its trucks in the alley.

37. Trash Storage: All commercial garbage will be stored in a refrigerated trash room. The loading dock and trash rooms will have ventilation extending upward and not directed towards the Alley. Reports of excessive trash odor may be sent to the designated Building Operations Contact who will be responsible for coordinating a mutually agreeable solution.

38. Residential Move-ins & Move-outs: J. River will ensure that residential move-ins and move-outs will be limited to the hours of 9AM-5PM Monday through Saturday and moving trucks will not stand or park its trucks in the alley.

39. Commercial Deliveries: Deliveries to the property's retail tenants shall be restricted to the hours of 9AM-7PM.

40. RPP Restrictions: The residential lease shall include the following or substantially similar language: Residents are not eligible for Residential Permit Parking (RPP). Residents are prohibited from applying for or obtaining RPP or any other short term, temporary, or visitor parking pass. The property manager will regularly check with DDOT and/or DMV to make sure that no RPP has been sought or obtained by residents. Failure to comply with this provision shall be considered a violation of this lease.

41. Bus Stop Relocation: J. River will not oppose, either publicly or in writing, reconfigured bus stop locations in conjunction with the Pennsylvania Ave. and Potomac Ave. intersection redesign as proposed by DDOT. Additionally, J. River will write a letter in opposition to DDOT if the proposed location of a bus stop is immediately in front of the Jenkins Row entrance on Pennsylvania Ave. SE.

EFFECT OF AGREEMENT

42. No Approval: If the ZC does not approve the ZC Case, then this Agreement shall be null and void.

MISCELLANEOUS

43. Enforcement: If a majority vote of the ANC determines that J. River has not fulfilled its obligations under this Agreement, then any Community Member shall be permitted to take all necessary legal action to enforce this Agreement. J. River will request that the Zoning Commission include this MOU as part of the PUD order.

44. Entire Agreement: This Agreement constitutes the entire Agreement between the Parties hereto and no party is liable to the other or bound in any manner by express or implied warranties, guarantees, promises, statements or representations pertaining to the subject matter hereof unless such warranties, guarantees, promises, statements, or representations are expressly and specifically set forth herein.

45. Choice of Law: All parts of this Agreement shall be governed by and construed in accordance with the laws of the District of Columbia.

46. Modifications: Modifications, waivers, and consents regarding this Agreement shall only be binding if in writing and signed by both Parties.

J. River 1401 Pennsylvania Avenue LLC,
a District of Columbia limited liability company

By: _____

Name:

Title:

Advisory Neighborhood Commission 6B

By: _____

KIRSTEN OLDENBURG
Chair

1401 PENNSYLVANIA AVE. SE – PUD PROJECT

PUBLIC BENEFITS

1. Affordable Housing: J. River will provide increased affordability of housing under the Inclusionary Zoning program.
 1. Unit Type: J. River will provide a minimum of 50% of the affordable (IZ) square footage as 3-bedroom units.
 - Value: \$734,160 (See attachment for calculation)

2. Public Space & Park Improvements:
 1. Potomac Avenue Metro Plaza Improvements: J. River will work with WMATA and two additional PUD applicants to develop a scoping plan for metro plaza improvements that will identify spatial areas available for improvement and identify specific improvement options (lighting, ground cover, plantings, furniture & fixtures). These improvements will be oriented toward enhanced green space and improved safety consistent with the scoping plan. This plan will be provided to ANC 6B and to WMATA. In addition to providing the plan, J. River would be responsible for obtaining all applicable permits and approvals as well as furnishing and installing certain approved elements of the design.
 - Value: \$50,000

 2. Friendship Chamberlain Elementary: J. River will work with Friendship Public Charter Schools to design, furnish and install improvements to the playground area at the Friendship Chamberlain Elementary campus.
 - Playground improvements to include:
 - Installation of age-inclusive fitness options
 - Upgrades to fencing and gates
 - Improved signage and wayfinding
 - In return for these improvements, FPCS will allow public access to the playground area during non-school hours.

 - Value: \$75,000

3. Hopkins Apartments Playground: J. River will work with the District of Columbia Housing Authority to design, furnish and install improvements to the playground area at Hopkins Apartments (1430 L St. SE).

- Playground improvements to include:
 - New children’s play equipment
 - Improved signage and wayfinding
 - In return for these improvements, DCHA will allow public access to the playground area during daylight hours.
 - Value: \$20,000
4. Tree Canopy Improvement: J. River will work with and provide funding to Casey Trees (or equivalent provider) to make trees (at ~\$350/tree) available to residents of ANC 6B to support Ward 6 tree canopy goals. This will include support for distribution and planting.
 - Value: \$5,000
3. Potomac Gardens Capital Improvements:
 1. J.River will work with the resident manager of Potomac Gardens to identify and complete needed capital improvement projects. Such improvements may include new high-definition security cameras, modifications to sections of the property’s exterior fence, or infrastructure and equipment to facilitate increased resident access to wifi.
 - Value: \$20,000
4. Enhanced and Improved Alley System:
 1. Alley Width: J. River will provide an easement over ~1,800 SF of private property in order to widen the public alley off of 14th Street to 20’. The widened alley will improve the pedestrian and vehicular experience and circulation.
 2. Alley Paving & Lighting: The entire alley from 14th St. SE to Ives Pl. SE will be paved and lighting will be installed on the building façade that faces the alley.
 3. Additional Features: J. River will provide additional features to improve the functionality and safety of the alley including security cameras, mirrors, and bollards to protect neighboring homes and vehicles.
 - Value: \$65,000

5. Transportation Demand Management Plan

1. Transit Benefits: To promote walking, cycling, and use of the abundant mass transit options in the area, J. River will provide a welcome package with a Transportation Benefits Package to all new incoming residents for the first three years of operations consisting of:
 - 1 year of Capital Bikeshare membership
 - 1 year of Car2Go membership
 - SmarTrip card
 2. Bicycle Parking: Bicycling will be promoted through abundant on-site bicycle parking for residents, visitors, retail employees, and customers.
 - 218 long-term, secured bicycle spaces
 - 71 are located in a ground-floor bicycle room with direct access to the alley.
 - Shower, changing, and bicycle maintenance facilities will be provided within the lower-level bicycle storage area.
 - 20 short-term bicycle spaces surrounding the site
 3. Transit Screen: J. River will provide a Transit Screen in the residential lobby to inform residents and visitors of all available transportation options in the area and provide real-time updates on modal availability.
- Value: \$65,550

6. Project Level Benefits:

1. Retail:
 1. J. River will designate 10% of retail space for existing or emerging local businesses.
 2. J. River will ensure Class-A retail design standards and construction methods are used to attract prominent/catalyst retail tenants.
 3. Through the landscape design and architectural features, J. River has focused on creating a pedestrian friendly streetscape including new paving, street lighting fixtures, varied storefront designs, and preserving old-growth trees and providing additional green space.
2. Sustainable & Universal Design: J. River will design the project to a LEED Gold standard with Universal Design principals.
 1. Specific sustainable design features:
 1. Extensive green roof and courtyard
 2. Maximizing daylight throughout the building
 3. High efficiency HVAC units
 4. Two electric car charging stations

3. Environmental Remediation: J. River will engineer and execute an environmental remediation plan to mitigate potential contaminants from the former gas station on the property.
4. Reduction in Curb Cuts: J. River will eliminate curb cuts creating more on-street parking. By closing existing curb cuts, approximately 55 feet of additional frontage will be available on both Pennsylvania Ave. SE and 14th St. SE.
5. Memorandum of Understanding: J. River will work in good faith to enter into a Memorandum of Understanding with ANC 6B regarding construction management and operational quality of life items.
6. Resident Parking: J. River will work with DDOT to prohibit residents from securing RPP stickers.
7. Tree Protection: J. River will establish and implement a tree protection plan for all adjacent trees in public space.
8. Public Infrastructure & Utilities: J. River will extend and/or replace public infrastructure and utilities within the neighborhood to serve the project and allow for future utilization by neighboring properties