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Via IZIS

D.C. Zoning Commission
441 4th Street, NW, Suite 200S
Washington, D.C. 20001

cc: Mary Carolyn ("Carolyn") Brown
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cc: Heather Edelman
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Re: Z.C. Case No. 16-13 – JS Congress Holdings LLC [Status of Settlement Negotiations]

Dear Commissioners:

First, I would like to thank the Zoning Commission for reopening the record to admit this letter summarizing the status of current negotiations between myself and JS Congress Holdings, LLC (the applicant of the Zoning Case 16-13). Since the January 4th Public Hearing for the case, myself and the applicant have engaged in discussions regarding a settlement amount to compensate for the impact of the proposed project upon the solar panels atop my house as well as additional issues the neighbors have expressed since the proposed project was announced. Discussions with the applicant initially proceeded relatively frequently, but as time progressed our correspondences became increasingly sporadic. My last phone conversation with the applicant was roughly a month ago.

During this conversation, I proposed that we meet personally and attempt to hash out the terms of settlement—as a show of good faith on my part to hopefully rekindle settlement negotiations that appeared to have deteriorated. This request was declined by the applicant, stating that the principals to the negotiation were all too busy to schedule such a meeting and that moreover "the number was all that

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EXHIBIT NO.51

mattered". I then continued by stating that regardless the settlement figure, I would require we both execute an agreement enumerating the terms of settlement. The applicant replied that they would not agree to any onerous terms.

The following day I forwarded the applicant (via email) a draft of a proposed settlement agreement with the settlement figure blanked. I asked the applicant to review the terms contained therein and let me know their issues, if any. After reviewing, the applicant replied that they had 'minor changes,' but continued that they would not share those changes until the settlement amount was inserted into the agreement. I subsequently resent the settlement agreement, inserting my settlement offer. The applicant replied by flatly declining the settlement amount without sharing of any of their aforesaid 'minor changes', stating the settlement offer, "is not accepted and we therefore will have no comments on the draft Settlement Agreement you proffered."

This most recent exchange is but one example of the applicant's demeanor during our most recent talks. It has not been one of reconciliation, but rather one of arrogance as if to say, 'the only reason you even matter or we're having discussions is because the Zoning Commission requested supplemental solar submissions.' Even further, I now worry that were we to even arrive at a mutually acceptable settlement figure, the applicant would then take issue with the terms of the draft settlement agreement, revealing that their 'minor changes' are in fact major changes I would be remiss to accept. Even outside of my discussions with the applicant, this temperament has been evidenced by their casual responses to the size and scale misrepresentations of proposed project's renderings presented during the January 4th Public Hearing. Perhaps most alarmingly, this temperament has been on display during their repeated modifications to the proposed project's affordable housing proffer—initially proposing only the required minimum affordable housing square footage (8% of residential GFA, with all the square footage for the 50% AMI units concentrated in one large unit) to ultimately reducing the affordable housing square footage on-site to just half of the required minimum (all one-bedroom units at 80% AMI).

Given the applicant's apathetic, if not contemptuous, attitude throughout our settlement talks, it appears they are unwilling to come to mutual agreement and have no intention to engage in further discussions—absent an outside stimulus to do so. That said, I ask the Zoning Commission that, should they move forward to approve the proposed project, mutual acceptance of a settlement agreement between myself and the applicant be written into the Zoning Commission Order.

Sincerely,

A handwritten signature in black ink, appearing to read "Fred Irby, IV". The signature is stylized and somewhat cursive, with the first letters being larger and more prominent.

Fred Irby, IV