

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

In the Matter of:)	
)	
Big Cheese, LLC)	
t/a Comet Pizza)	
)	
Holder of a)	License No.: ABRA-074897
Retailer's Class CR License)	Order No.: 2016-335
)	
at premises)	
5037 Connecticut Avenue, N.W.)	
Washington, D.C. 20008)	

Big Cheese, LLC, t/a Comet Pizza (Licensee)

Malachy Nugent, Chairperson, Advisory Neighborhood Commission (ANC) 3F

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
Ruthanne Miller, Member
James Short, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Big Cheese, LLC, t/a Comet Pizza (Licensee), and ANC 3F have entered into a Settlement Agreement (Agreement), dated April 19, 2016, that governs the operation of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Malachy Nugent, on behalf of ANC 3F, are signatories to the Agreement.

Accordingly, it is this 25th day of May, 2016, **ORDERED** that:

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

Section 15 – This Section shall be modified to read as follows: “Applicant shall comply with Section 5(d)(3) of the D.C. Noise Control Act as it pertains to businesses and ensure that noise from all mechanical equipment (air conditioning, refrigerator, heat pump, fan, or other mechanical equipment regardless of location) comply with 20 DCMR § 2801.”

Section 17 – This Section shall be removed.

Section 19 – This Section shall be modified to read as follows: “The parties further agree that any failure of Applicant to adhere to the foregoing commitments would constitute grounds for the ANC to file a complaint with the ABC Board in accordance with D.C. Official Code § 25-447.”

The parties have agreed to these modifications.

2. This Settlement Agreement replaces and supersedes previous Settlement Agreements between the parties; and
3. Copies of this Order shall be sent to the Licensee and ANC 3F.

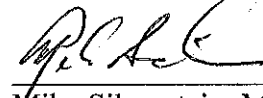
District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson



Nick Alberti, Member



Mike Silverstein, Member



Ruthanne Miller, Member



James Short, 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).

**Government of the District of Columbia
ADVISORY NEIGHBORHOOD COMMISSION 3F
North Cleveland Park • Forest Hills • Tenleytown**

3F01 – David Dickinson
3F02 – Shirley Adelstein, Treasurer
3F03 – Mary Beth Ray
3F04 – Sally Gresham
3F05 – Andrea Molod, Secretary
3F06 – Malachy Nugent, Chair
3F07 – Patrick Jakopchek, Vice Chair



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SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT ("Agreement") is made on this 19th day of April, 2016, by and between Big Cheese, LLC t/a Comet Pizza (the "Applicant") and Advisory Neighborhood Commission 3F (North Cleveland Park, Forest Hills and Tenleytown (the "ANC 3F", and collectively, the "Parties").

WITNESSETH

WHEREAS, the Parties wish to enter into a settlement agreement pursuant to D.C. Code § 25-446., governing the operation and maintenance of the establishment in such a manner as to minimize the effect on (1) the peace, order and quiet of the neighborhood and (ii) pedestrian safety and vehicular traffic;

WHEREAS, the Applicant applied to the District of Columbia Alcoholic Beverage Board ("ABC BOARD") for the renewal of a Class "CR" alcoholic beverage license for the property located at 5037 Connecticut Avenue, NW, Washington, DC 20008, ("the Establishment").

WHEREAS, the parties request that the Alcoholic Beverage Control Board ("ABC Board") approve the Agreement contained herein.

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

1. Applicant shall operate a bona fide restaurant on the premises.
2. The restaurant shall have a maximum of 120 seats for the exclusive use of dining patrons, including up to 15 seats at the bar.
3. Applicant's hours of operation may be from 10:00 AM through 2:00 AM Monday through Thursday and 10 AM through 3 AM Friday through Sunday with last call 30 minutes prior to closing.
4. Applicant may have an outdoor seating patio with alcohol service, but its hours of operation shall be restricted to 10 AM - 12 midnight Monday through Sunday. The Applicant may not seat any new patrons at the patio seating past 10 PM.

5. Applicant shall offer food service to its patrons at all times it is open. At no time shall a patron be able to purchase an alcoholic beverage from the Applicant and not be able to purchase food from the Applicant.
6. Applicant plans to offer takeout food service, but will not offer delivery service and will not have delivery trucks. Applicant will not provide alcoholic beverages on a take-out basis.
7. Applicant shall respond to any complaint made by a resident in the immediate neighborhood within 48 hours.
8. Applicant shall be permitted to present live or recorded music inside the restaurant during food and alcoholic beverage service hours; provided, however, that no doors to the exterior of the restaurant shall be propped open after 10 PM when music is being played in the restaurant.
9. Applicant may have entertainment until 30 minutes prior to closing, but will ensure compliance with the DC Noise Control Act. In addition, any evening that entertainment will run past 11 pm, Applicant agrees to employ a security individual to assist in any noise infractions.
10. Applicant will make available to all surrounding neighbors a direct phone number where they can be reached in the event of any complaints or concerns.
11. Applicant will post no signs advertising liquor sales, happy hours, or the like.
12. Applicant shall comply with all aspects of the Civil Infractions Act and the Litter Control Administration Act. Applicant shall ensure that its trash is removed in a timely manner. Applicant shall ensure that trash receptacles remain closed and free of vermin at all times. Applicant will limit noise when disposing of trash and bottles in the receptacles.
13. Applicant shall maintain its ventilating system in proper working order at all times and shall immediately address any neighborhood concerns regarding odor.
14. Applicant shall be responsible for maintaining the public space bordering the restaurant.
15. Applicant shall comply with Section 5(d)(3) of the D.C. Noise Control Act as it pertains to businesses and ensure that noise from all mechanical equipment (air conditioning, refrigerator, heat pump, fan, or other mechanical equipment regardless of location) shall be prohibited in excess of sixty (60) dB when measured at the property line or as close to the property line as is practical.
16. An ABC licensed manager, conversant with all aspects of this agreement, shall be on site at Applicant's premises during all hours of operation.
17. Any and all contemplated changes to Applicant's operation, as set forth herein, will be brought to the attention of the ANC prior to implementation and will be implemented only after ANC approval.
18. In consideration of and in reliance upon the commitments reflected in paragraphs 1-16 above, the ANC will advise the ABC Board that it does not oppose Applicant's application for a

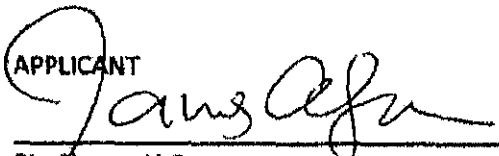
substantial change in regards to hours, entertainment and outdoor patio service for its Retailer's Class "CR" license.

19. The parties further agree that any failure of Applicant to adhere to the foregoing commitments would constitute grounds for the ANC to petition the ABC Board for issuance of an order to show cause to gain the Applicant's compliance with the terms of this Agreement.

20. The parties further agree that this Agreement shall supersede and replace any previous agreements entered into by and between the parties, in their entirety.

The settlement agreement was approved by ANC 3F at its duly noticed meeting on April 19, 2016, by a vote of 7 to 0 with no abstentions (a quorum being 4).

IN WITNESS WHEREOF, the Parties have affixed hereunto their hands and seals on the year and day first above written.

APPLICANT

Big Cheese LLC
James Alefantis, Owner

ANC

Malachy Nugent, Chair ANC3F