

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

**In the Matter of:** )  
)  
URBN 14th Street, LLC )  
t/a Pizzeria Vetri )  
)  
Applicant for a New )  
Retailer's Class CR License )  
)  
at premises )  
2221 14<sup>th</sup> Street, N.W. )  
Washington, D.C. 20009 )  
\_\_\_\_\_ )

Case No. 16-PRO-00026  
License No. ABRA-101916  
Order No. 2016-386

URBN 14th Street, LLC, t/a Pizzeria Vetri (Applicant)

James Turner, Chairperson, Advisory Neighborhood Commission (ANC) 1B

Chris Young, President, Meridian Hill Neighborhood Association (MHNA)

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

**ORDER ON SETTLEMENT AGREEMENT AND  
WITHDRAWAL OF PROTESTS**

The Application filed by URBN 14th Street, LLC, t/a Pizzeria Vetri (Applicant), for a new Retailer's Class CR License, was protested by ANC 1B and MHNA.

The official records of the Board reflect that the Applicant, ANC 1B, and MHNA have entered into a Settlement Agreement (Agreement), dated May 6, 2016, 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; Chairperson James Turner and Commissioner LaKisha Brown, on behalf of ANC 1B; and Chris Young, on behalf of MHNA; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 1B and MHNA.

Accordingly, it is this 15th day of June, 2016, **ORDERED** that:

1. The Application filed by URBN 14th Street, LLC, t/a Pizzeria Vetri, for a new Retailer's Class CR License, located at 2221 14<sup>th</sup> Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protests of ANC 1B and MHNA in this matter are hereby **WITHDRAWN**;
3. 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 modifications:

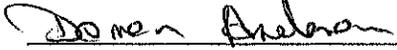
Section 3(b) (Hours of Operation/Entertainment) – This Section shall be modified to read as follows: “ANC 1B and MHNA will establish a twelve (12) month trial period for serving hours for purposes of measuring noise levels from the sidewalk café. The sidewalk café hours during the trial period will be limited to 10:00PM on Sunday-Thursday and 11:00 PM on Fridays and Saturdays. If noise levels do not create a repeated disturbance to the neighborhood during this trial period and the Applicant has a record of good conduct during this trial period, the Applicant shall have the right to request, and ANC 1B and MHNA shall have the obligation to vote upon, the Applicant's request for extended hours of service (both hours of operation and hours of alcoholic beverage service) on the sidewalk café until 11:00 PM on Sunday-Thursday, and 12:00 AM on Fridays and Saturdays. The Parties agree that they do not consider this additional hour of service to constitute a substantial change of great concern to the community, and if the extension of operation and alcohol service hours for the sidewalk café is granted by ANC 1B and MHNA pursuant to their voting procedures, the Parties shall submit such modifications to the ABC Board per the terms of Paragraph 10 below, as well as to District of Columbia's Department of Transportation (DDOT).”

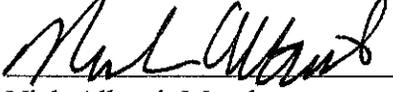
Section 10 (Modification of Settlement Agreement) – This Section shall be modified to read as follows: “This agreement can be modified only by mutual agreement of the parties with the approval of the ABC Board for acceptance and enforcement by the ABC Board, or as otherwise authorized by District law.”

The parties have agreed to these modifications.

4. Copies of this Order shall be sent to the Applicant, ANC 1B, and MHNA.

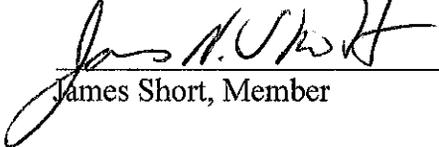
District of Columbia  
Alcoholic Beverage Control Board

  
\_\_\_\_\_  
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 14<sup>th</sup> 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

THIS SETTLEMENT AGREEMENT ("AGREEMENT") is made on this 6 day of May, 2016 (the "Effective Date") by and among URBN 14<sup>th</sup> Street LLC t/a Pizzeria Vetri located at 2221 14<sup>th</sup> Street, NW, Washington, D.C. ("Applicant") and Advisory Neighborhood Commission 1B ("ANC 1B") and Meridian Hill Neighborhood Association ("MHNA"), collectively "the Parties".

WITNESETH

WHEREAS, Applicant has applied for a Class CR license for restaurant ("the Establishment") with a sidewalk café to be located at 2221 14<sup>th</sup> Street, NW, Washington, D.C. (the "Premises");

WHEREAS, the Parties are desirous of entering into a Settlement Agreement pursuant to D.C. Official Code § 25-446 governing certain aspects of the operation and maintenance of the Establishment in such a manner as to minimize the potential for negative effects of the Establishment on the surrounding neighborhood; and

WHEREAS, in lieu of contested proceedings before the Alcoholic Beverage Control Board ("ABC Board"), the Parties agree to enter into this Agreement and request that the ABC Board incorporate the terms of this Agreement into the ABC License to be issued.

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 above are incorporated herein by reference.
- 2. *Nature of the Business.* The Applicant will operate and manage a full service restaurant with indoor seating to be governed by its Certificate of Occupancy and a sidewalk café with seating determined by its Public Space Permit.
- 3. *Hours of Operation/Entertainment.*
  - a. The Applicant's hours of operation and hours of sale and service of alcohol in the interior and exterior (sidewalk café) of the Establishment shall be:

Day	Hours of Operation for the Interior Premises	Hours of Alcoholic Beverage Service for the Interior Premises	Hours of Operation for the Sidewalk Cafe	Hours of Alcoholic Beverage Service for the Sidewalk Cafe
Monday	11:00AM to 11:00PM	11:00AM to 11:00PM	11:00AM to 10:00PM	11:00AM to 10:00PM
Tuesday	11:00AM to	11:00AM to	11:00AM to	11:00AM to

	11:00PM	11:00PM	10:00PM	10:00PM
Wednesday	11:00AM to 11:00PM	11:00AM to 11:00PM	11:00AM to 10:00PM	11:00AM to 10:00PM
Thursday	11:00AM to 11:00PM	11:00AM to 11:00PM	11:00AM to 10:00PM	11:00AM to 10:00PM
Friday	11:00AM to 1:00AM	11:00AM to 1:00AM	11:00AM to 11:00PM	11:00AM to 11:00PM
Saturday	11:00AM to 1:00AM	11:00AM to 1:00AM	11:00AM to 11:00PM	11:00AM to 11:00PM
Sunday	11:00AM to 11:00PM	11:00AM to 11:00PM	11:00AM to 10:00PM	11:00AM to 10:00PM

Provided, however: (1) On days designated by the ABC Board as "extended hours for ABC Establishments," Applicant may serve alcoholic beverages for one additional hour (in this case, until 12:00 a.m. and 2 a.m. respectively); (2) In the event the Council of the District of Columbia or the ABC Board grant licensees generally extended operating hours for particular dates, holidays or events, Applicant may avail itself of such extended hours; and, (3) On January 1 of each year, Applicant may operate and service alcoholic beverages until 4 a.m.

- b. At any time after the one (1) year anniversary of the Effective Date of this Agreement, the Applicant shall have the right to request, and ANC 1B and MHNA shall have the obligation to vote upon, the Applicant's request for extended hours of service (both hours of operation and hours of alcoholic beverage service) on the sidewalk café until 11:00PM on Sunday-Thursday, and 12:00AM on Fridays and Saturdays. The Parties agree that this additional hour of service shall not constitute a substantial change of operation in the Applicant's business model, and if the extension of operation and alcohol service hours for the sidewalk café is granted by ANC 1B and MHNA pursuant to their voting procedures, the Parties shall submit such modification to the ABC Board per the terms of Paragraph 10 below, as well as to District of Columbia's Department of Transportation (DDOT).
- c. The Establishment has not requested an entertainment endorsement and shall not have live entertainment in the interior of the Premises nor on the sidewalk café. If Applicant desires to host live entertainment, it shall apply for an entertainment endorsement with the ABC Board.
- d. Applicant shall at all times adhere to its occupancy limit as specified in its Certificate of Occupancy Permit, which shall remain posted in public view at all times. Applicant shall post a conspicuous sign at each interior exit advising patrons of the residential neighborhood and the necessity for a quiet departure. Applicant agrees to restrict the total sidewalk café capacity to 26 people. Tables and chairs shall be

located within the sidewalk café area during all hours of operation. The sidewalk café area shall, at all times, be operated for the service of seated patrons. At no time shall tables and chairs be cleared so as to use the sidewalk café area as a standing cocktail area. Only seated patrons shall be served in the sidewalk café area. The applicant shall remove the outdoor furniture immediately after closing.

4. *Trash/Garbage/Rodents.* Applicant, to the extent of its control, will keep trash and oil barrels off of public space, provided that trash and recycling pick-up shall not apply. Applicant will make every reasonable effort to eliminate accessible food sources for rodents and other animals. Applicant will provide proper removal of grease and fatty oils from the establishment and will not deposit any of these items in the sink or dumpster. Applicant, to the extent of its control, shall request that its trash and recycling contractors pick up the listed items between the hours of 8am to 8pm.
5. *Exterior of Establishment.* The exterior of the Premises, including the adjacent sidewalk café, shall be maintained in a neat, clean and orderly manner. Applicant will not be allowed to have amplified music of any kind on the sidewalk café area. Applicant will not allow patrons to use electronic devices such as speakers to play music while the patrons are seated in the sidewalk café area. Once Applicant realizes that patrons are using any electronic device to play amplified music, the Applicant shall notify patron that they must turn off the amplified music or exit the sidewalk café.
6. *Outdoor/Tree Barriers.* Applicant agrees that the planters will have connector chains to clearly define seating area and patio furniture will be moved and secured when not in use.
7. *Smoking.* Applicant agrees to maintain the sidewalk café as a non-smoking outdoor space.
8. *Parking.* Applicant will encourage transit use, valet parking, and public parking and discourage parking on residential streets.
9. *NOTICE AND OPPORTUNITY TO CURE.* In the event that any of the parties are in breach of this Agreement, each such party 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 a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within thirty (30) days of the date of such notice. If Applicant or the licensee fails to cure within the thirty day period (or, with respect to a breach which reasonably requires more than thirty days to cure, fails to commence cure of such breach and diligently pursues such cure) such failure shall constitute for filing a complaint with ABRA. Unless otherwise noted above, any notice

required to be made under this Agreement shall be in writing, certified mail receipt to the other parties to this Agreement at the addresses listed in Paragraph 12 below. Notice shall be deemed given as of the time of receipt or refusal of receipt.

10. *MODIFICATION OF SETTLEMENT AGREEMENT.* This agreement can be modified only by mutual agreement of the parties with the approval of the ABC Board for acceptance and enforcement or by the ABC Board.
11. *Incorporation of Agreement into License.* The parties request that the ABC Board enter an order approving Applicant's license application subject to the terms of this Agreement.
12. *Binding Effect.* This Voluntary Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant during the term of the license to which this Voluntary Agreement applies.

If to Applicant:  
Francis Conforti, CFO  
URBN 14<sup>TH</sup> Street LLC  
5000 S. Brand Street  
Philadelphia, PA 19112

With a copy to:  
Rosemarie Salguero  
Lerch, Early & Brewer, Chtd.  
3 Bethesda Metro Center, Suite 460  
Bethesda, MD 20814  
rsalguero@lercheearly.com

If to Protestants:  
ANCIB, Attn: LaKisha Brown, ANC 1B04, Frank D. Reeves Municipal Center, 2000  
14th St., NW, Suite 100B, Washington, DC 20009, 1B04@anc.dc.gov

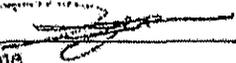
MHNA, Attn: Chris Young, P.O. Box 73621, Washington, DC 20056,  
president@meridianhilldc.org

Wherefore, by the signing of the representatives of Applicant and Protestants, Applicant hereby agrees to aforementioned covenants and Protestants agrees to the issuance of the Class CR license to Applicant, and withdraws its protest, provided that this agreement is incorporated into the ABC Board's order issuing a Class CR license, the issuance of which is conditioned upon compliance with this Settlement Agreement.

[SIGNATURE PAGE TO FOLLOW]

APPLICANT:

URBN 14<sup>th</sup> Street LLC  
Francis Conforti, CFO

  
Name \_\_\_\_\_ Date 5/6/16

PROTESTANTS:

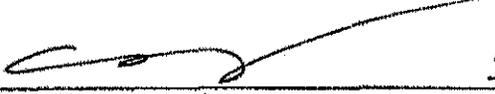
ANC 1B04

  
\_\_\_\_\_ **05-11-2016**  
LaKisha Brown, Commissioner Date

ANC 1B

  
\_\_\_\_\_ **05-11-2016**  
James Turner, Chair of ANC 1B Date

Meridian Hill Neighborhood Association

  
\_\_\_\_\_ 5/4/16  
Chris Young, President Date