

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

**In the Matter of:**

H2, LLC  
t/a Satellite Pizza

Applicant for a New  
Retailer's Class CT License

at premises  
2047 9<sup>th</sup> Street, N.W.  
Washington, D.C. 20001

License No. ABRA-087296  
Order No. 2012-137

H2, LLC, t/a Satellite Pizza (Applicant)

Juan E. Lopez, Vice Chairperson, Advisory Neighborhood Commission (ANC) 1B

**BEFORE:** Ruthanne Miller, Chairperson  
Nick Alberti, Member  
Donald Brooks, Member  
Herman Jones, Member  
Calvin Nophlin, Member  
Mike Silverstein, Member  
Jeannette Mobley, Member

**ORDER ON VOLUNTARY AGREEMENT**

The official records of the Alcoholic Beverage Control Board (Board) reflect that H2, LLC, t/a Satellite Pizza, Applicant for a new Retailer's Class CT License, located at 2047 9<sup>th</sup> Street, N.W., Washington, D.C., and ANC 1B have entered into a Voluntary Agreement (Agreement), dated August 20, 2011, 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 and Vice Chairperson Juan E. Lopez, on behalf of ANC 1B, are signatories to the Agreement.

Accordingly, it is this 18<sup>th</sup> day of April, 2012, **ORDERED** that:

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

Section I (Transferability): This section shall be removed.

Section J (Modification of Voluntary Agreement): The following sentence 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 or by the ABC Board consistent with D.C. Official Code § 25-446."

The parties have agreed to these modifications.

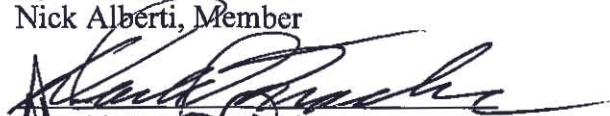
2. Copies of this Order shall be sent to the Applicant and ANC 1B.

**H2, LLC,  
t/a Satellite Pizza  
License No. ABRA-087296  
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District of Columbia  
Alcoholic Beverage Control Board

\_\_\_\_\_  
Ruthanne Miller, Chairperson

  
\_\_\_\_\_  
Nick Alberti, Member

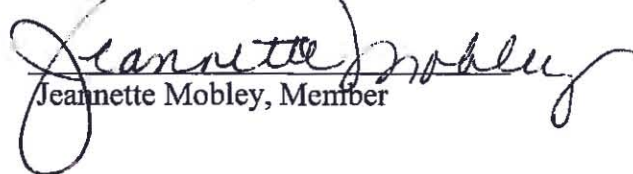
  
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Donald Brooks, Member

  
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Herman Jones, Member

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Calvin Nophlin, Member

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Mike Silverstein, Member

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Mike Silverstein, Member

  
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Jeannette Mobley, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), 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.

Voluntary Agreement Concerning Issuance of License  
To H2 LLC, 2047 9<sup>th</sup> Street NW

THIS AGREEMENT made and entered into this 20th day of August, 2011, by and between H2 LLC/Satellite Pizza (Applicant) and ANC1B (ANC) witnesses:

Whereas Applicant has filed an application with the District of Columbia Alcoholic Beverage Control Board (ABC Board) for a new class CT01 license for premises to be known as Satellite Pizza, and to be located at 2047 9<sup>th</sup> Street NW, Washington, DC 20009 (premises).

Whereas in recognition of the ABC Board's policy of encouraging parties to settle any differences by reaching voluntary agreements, by their signatures below, the parties hereto desire to enter into a voluntary agreement whereby (1) Applicant will agree to adopt certain measures to address ANC's concerns and to include this agreement as a formal condition of its application, and (2) ANC will agree to the issuance of the new license provided that such an agreement is incorporated into the ABC Board's order issuing the license, which license is conditioned upon compliance with this agreement;

Whereas Applicant has recently taken or intends to take certain measures designed to ameliorate ANC's concerns;

In consideration of the mutual covenants and undertakings memorialized herein, the Applicant and ANC hereby agree as follows:

A. NOISE. Applicant acknowledges familiarity with and will comply with noise-control provisions of the District of Columbia law and regulations, including preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with DCMR 905. Live music will conclude thirty minutes prior to closing. Amplified music will be played in summer garden, and applicant will regularly monitor to assure no impact on nearby residents. The Applicant agrees to restrict all events to those run by the restaurant and will not contract the restaurant for any special events to be operated by an outside contractor. Applicant agrees to implement sound suppression measures that will mitigate any noise from this tavern and summer garden that may be heard in surrounding resident's homes.

B. LIVE ENTERTAINMENT. Applicant has applied for an Entertainment Endorsement on their ABC License. Such live entertainment shall include DJ entertainment. Any entertainment shall comply with Section A above and shall conclude thirty minutes prior to closing.

C. SAFETY & SECURITY. Applicant agrees to provide a security plan for inclusion in ABC Board and ANC's files.

D. FOOD AND ALCOHOL SERVICE. Café and Summer Garden food and beverage service hours will not exceed 2AM on weeknights and 3AM on Friday and Saturday nights. Service hours will be extended one hour longer as permitted by DC Law. Applicant agrees that the

establishment will be shut down and completely vacated, except for routine maintenance and clean-up by closing time each night. Applicant agrees that there will be no after-hours activities in the establishment.

E. TRASH/GARBAGE/RODENTS. Applicant shall maintain trash/garbage removal service at least three times weekly and see that the trash and dumpster area remains clean. Applicant shall deposit trash and garbage only in rodent-proof dumpsters and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant will work towards solutions removing dumpsters and grease barrels from public space on site and collectively in surrounding block. Applicant will make every reasonable effort to eliminate accessible food sources for rodents. Applicant will have professional extermination services or provide them as needed. Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the dumpster nor dispose of them down the sink. Applicant shall request that its trash and recycling contractors pick trash and materials no earlier than 9:00am and no later than 5:00PM. Recycles will not be dumped after 9:00 pm.

F. CAPACITY. 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 exit advising patrons of the residential neighborhood and the necessity of quiet departure. Applicant will take necessary steps to control the noise generated by the operation of any outdoor space to avoid disturbing nearby residents.

G. PARKING. Applicant will encourage transit use, and will direct patrons to use nearby public parking facilities rather than parking on residential streets via the website, and telephone reservations.

H. SIGNAGE/PUBLICITY. Signage shall be coordinated and approved by DC Historic Preservation Office. Applicant agrees that there will be no alcohol advertisements visible through the windows of this establishment. In all signs and advertisements, Applicant shall emphasize food over alcoholic beverages.

I. TRANSFERABILITY. Applicant shall provide ANC with forty-five (45) days notice of intent to transfer the Class CT license for premises.

J. MODIFICATION OF VOLUNTRARY AGREEMENT. This agreement can be modified only by mutual agreement of the parties with the approval of the ABC Board for acceptance and enforcement.

K. 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.

L. 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 a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within thirty 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) failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to DC Official Code 25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified 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 Applicant: H2, LLC, 2047 9TH Street NW, Washington, DC 20009

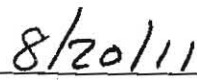
If to ANC: ANC1B, 2000 14<sup>th</sup> Street NW, Suite 100B, Washington, D.C. 20009

**Wherefore**, by the signing of the representatives of Applicant and Protestant, Applicant hereby agrees to aforementioned covenants and ANC agrees to the issuance of the Class CT license to Applicant provided that this agreement is incorporated into the ABC Board's order issuing a Class CT license, the issuance of which is conditioned upon compliance with the Voluntary Agreement

  
Chairman, ANC1B

  
Date

  
Sheldon Scott, H2 LLC

  
Date

Accordingly, on this \_\_\_\_ day of \_\_\_\_ 2011 it is ordered that the Voluntary Agreement between Applicant and ANC is incorporated into the ABC Board's order issuing Applicant a New Class CT license.