

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

In the Matter of:)	
)	
7th Hill Restaurant, Inc.)	
t/a 7th Pizza)	
)	
Applicant for a New)	License No. ABRA-095362
Retailer's Class CR License)	Order No. 2014-352
)	
at premises)	
4885 MacArthur Blvd., N.W.)	
Washington, D.C. 20007)	
)	

7th Hill Restaurant, Inc., t/a 7th Pizza (Applicant)

Gayle Trotter, Chairperson, Advisory Neighborhood Commission (ANC) 3D

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Mike Silverstein, Member
Hector Rodriguez, Member
James Short, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that 7th Hill Restaurant, Inc., t/a 7th Pizza, Applicant for a new Retailer's Class CR license, located at 4885 MacArthur Blvd., N.W., Washington, D.C., and ANC 3D have entered into a Settlement Agreement (Agreement), dated September 2, 2014, 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 Chairperson Gayle Trotter and Commissioner W. Phillip Thomas, on behalf of ANC 3D, are signatories to the Agreement.

Accordingly, it is this 24th day of September, 2014, **ORDERED** that:

1. 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 2 (Nature of the Business) – The following sentence shall be modified to read as follows: “Any change to this model shall be of great concern to the Parties which they may bring to the ABC Board’s attention. Any change in operations requires prior Board approval.”

Section 9 (License Ownership and Compliance with ABRA Regulations) – The following language shall be removed: “Applicant also specifically agrees to be the sole owner of the ABC license.”

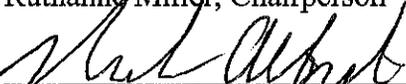
Section 10 (Notice and Opportunity to Cure) – The following sentence shall be modified to read as follows: “If Applicant or the licensee fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30-days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for filing a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(3).”

The parties have agreed to these modifications.

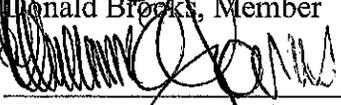
2. Copies of this Order shall be sent to the Applicant and ANC 3D.

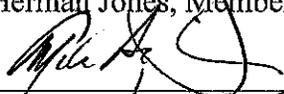
District of Columbia
Alcoholic Beverage Control Board

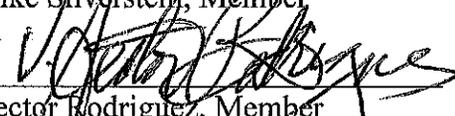

Ruthanne Miller, Chairperson

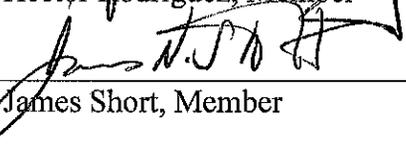

Nick Alberti, Member


Donald Brooks, Member


Herman Jones, Member


Mike Silverstein, Member


Hector Rodriguez, Member


James Short, Member

Pursuant to D.C. Official Code § 25-433, 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, 500 Indiana Avenue, N.W., Washington, D.C. 20001. However, the timely filing of a Motion for Reconsideration pursuant to D.C. Official Code § 25-433, 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).

VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT ("Agreement") is made on this 2nd day of September, 2014, by and between 7th Pizza ("Applicant"), and Advisory Neighborhood Commission ("ANC 3D"), (collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant has received Liquor License Class C #095362 for a business establishment ("Establishment") located at 4885 MacArthur Boulevard, NW, Washington, DC ("Premises"); and

WHEREAS, the Parties are desirous of entering into a Voluntary Agreement pursuant to DC Official Code §25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect on (i) the peace, order and quiet of the neighborhood and (ii) pedestrian safety and vehicular traffic.

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 shall manage and operate a restaurant and sidewalk café with an emphasis on food. Any change from this model shall be considered by both Parties to be a substantial change in operation of great concern to residents and requires prior approval by the ABC Board.
3. ***Hours of Operation and Sales.*** The Applicant's hours of operation and for selling and serving alcohol inside and outside shall be as follows:

Sunday through Thursday 10:30 a.m.– 11:00 p.m.,
Friday and Saturday 11:00 a.m. – 11:00 p.m.

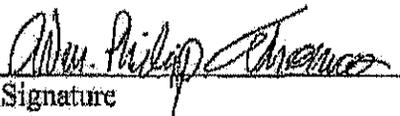
4. ***Use by Other Parties.*** The Restaurant shall not be closed for private functions and shall be permitted to hold children's parties on weekend mornings/ afternoons.
5. ***Parking/Valet Arrangements.*** It is a principal concern of ANC 3D that the Applicant's operation of 7th Pizza does not create or exacerbate parking problems within the immediate ANC boundaries. To that end the Applicant shall ensure that its management, employees and vendors park legally at all times and in compliance with the posted parking regulations of the District of Columbia. Primary parking for employees will be in the roof lot. A bike rack will be installed for the use of patrons and employees, if permissible by the Licensing Authorities.

6. **Noise and Privacy.** Applicant shall strictly comply with D.C. Official Code § 25-725 and to that end shall take all necessary actions to ensure that music, noise and vibration from the 7th Hill Restaurant and sidewalk café are not audible to those living in adjacent residential properties. Applicant agrees to keep the doors and windows closed other than for ingress or egress if music is being played in the restaurant. No music shall be played on the sidewalk café. If necessary, Applicant shall take reasonable steps to reduce noise emanating from the opening of the entry or exit doors. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises.
7. **Public Space and Trash.** Applicant shall keep the sidewalk (up to and including the curb), tree box(es) and curb clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed. All trash/garbage pick-ups and vendor deliveries shall be made between 8:00 a.m. and 6:00 p.m., Monday thru Friday, and 9:00 a.m. and 6:00 p.m. on Saturdays. No trash/garbage pick-up or vendor deliveries will be permitted on Sundays.
8. **Rats and Vermin Control.** Applicant shall keep those areas adjacent to the trash dumpster and rear access areas, reasonably clean and free of garbage, grease and litter. Applicant shall provide rat and vermin control for its property and shall provide proof of its rat and vermin control contract upon the request of ANC 3D. Applicant shall ensure that there are not odors from the trash dumpster.
9. **License Ownership and Compliance with ABRA Regulations.** Applicant promises to ANC 3D that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees, and agrees that ANC 3D shall have standing to ask the ABC Board to enforce any violations of this agreement. Applicant acknowledges that failure to adhere to the foregoing commitments will constitute grounds for ANC 3D to petition the ABC Board for issuance of an Order to Show Cause, pursuant to DC Code §25-447 (2001), to gain Applicant's compliance with the terms of this Agreement and ABRA regulations. Applicant also specifically agrees to be the sole owner of the ABC license.
10. **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, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If Applicant fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30-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

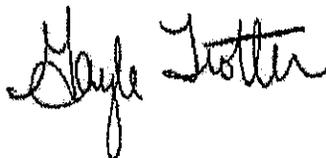
Code §25-447. Notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other Parties to this Agreement. Notice shall be deemed given as of the time of receipt or refusal of receipt. Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

ADVISORY NEIGHBORHOOD COMMISSION 3D:

W. Philip Thomas
By: Printed Name of ANC 3D SMD Commissioner


Signature

Gayle Trotter
By: Printed name of ANC 3D Chair

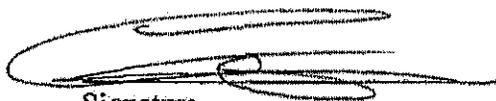


By: Signature of ANC 3D Chair

APPLICANT:

7th Hill Restaurant, Inc. t/a 7H Pizza
Establishment's Name

STEPHANIE LEZLA - MEMBER
By: Printed Name/ Title


Signature

Government of the District of Columbia
ADVISORY NEIGHBORHOOD COMMISSION 3-D
P.O. Box 40486
Palisades Station
Washington, D.C. 20016

September 4, 2014

Fred Moosally, Director
Alcoholic Beverage Regulation Administration
2000 14th Street, NW, S400
Washington, DC 20009
director.abra@dc.gov

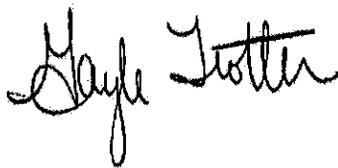
RE: ABRA #095362 for 7th Pizza located at 4885 MacArthur Boulevard, NW, Washington, DC

Dear Mr. Moosally:

At its properly-noticed public meeting on August 6, 2014 with a quorum present at all times, Advisory Neighborhood Commission (ANC) 3D voted 5-0 to support the Alcoholic Beverage Control application of 7th Pizza subject to compliance with the attached voluntary agreement.

Accordingly, ANC 3D requests that the Alcoholic Beverage Regulation Administration support this application and that its request be "given great weight" in the consideration of this application; D.C. Code 1 309.10(d)(3)(A).

Sincerely,



Gayle Trotter, Chair
Advisory Neighborhood Commission 3D

Cc: Danielle.balmelle@dc.gov
Paul Pascal, Esq., ppascal@pascalweiss.com

Attachment