

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

In the Matter of:)	
)	
Big Cheese, LLC)	
t/a Comet Pizza)	
)	
Holder of a)	
Retailer's Class CR License)	License No. ABRA-074897
)	Order No. 2014-085
at premises)	
5037 Connecticut Avenue, N.W.)	
Washington, D.C. 20008)	
)	

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

Adam Tope, Chairperson, Advisory Neighborhood Commission (ANC) 3F

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

ORDER ON REVISED 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 Revised Agreement (Agreement), dated June 16, 2008, 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 on June 18, 2008. The Licensee and former Chairperson Jane Solomon, on behalf of ANC 3F, are signatories to the Agreement.

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t/a Comet Pizza
License No. ABRA-074897
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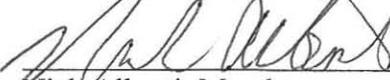
Accordingly, it is this 12th day of March, 2014, **ORDERED** that:

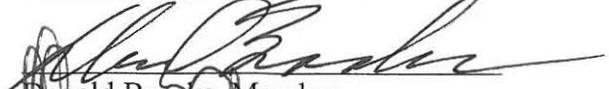
1. The above-referenced Revised Agreement submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
2. Copies of this Order shall be sent to the Licensee and ANC 3F.

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District of Columbia
Alcoholic Beverage Control Board

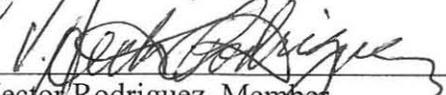

Ruthanne Miller, Chairperson

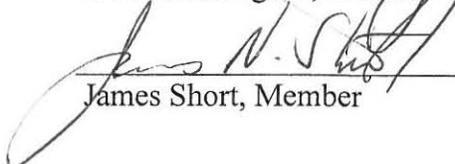

Nick Alberti, Member


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).

REVISED AGREEMENT

Made this 16th day of June 2008 by and between Big Cheese, LLC (the Applicant) and Advisory Neighborhood Commission 3F, North Cleveland Park, Forest Hills, and Tenleytown (the ANC).

WHEREAS, Big Cheese, LLC has asked the ANC to amend its voluntary agreement for Retailer's Class "CR" liquor license for its premises at 5037 Connecticut Ave. NW, Application # 61098, and License # 74897:

WHEREAS, both the Applicant and the ANC ("the parties") desire to enter into an agreement commemorating certain understandings regarding the Applicant's operating plans:

NOW, THEREFORE, in consideration of the premises above recited, and the mutual covenants and promises set forth below, the parties agree as follows:

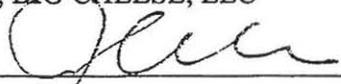
1. Applicant shall operate a bona fide restaurant on the premises.
2. The restaurant shall have a maximum of 120 seats for the exclusive use of dining patrons, including up to 15 seats at the bar.
3. Applicant's hours of operation may be from 10:00 am through 2:00 am Monday through Thursday and 10am through 3am Friday – 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 10am – 12 midnight Monday – Sunday. The Applicant may not seat any new patrons at the patio seating past 10pm.
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 take-out 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 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 11pm, Applicant agrees to employ a security individual to assist in any noise infractions.
9. 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.
10. Applicant will post no signs advertising liquor sales, happy hours, or the like.

11. 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.
12. Applicant shall maintain its ventilating system in proper working order at all times and shall immediately address any neighborhood concerns regarding odor.
13. Applicant shall be responsible for maintaining the public space bordering the restaurant.
14. 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.
15. An ABC licensed manager, conversant with all aspects of this agreement, shall be on site at Applicant's premises during all hours of operation.
16. 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.
17. In consideration of and in reliance upon the commitments reflected in paragraphs 1-15 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.
18. 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.

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

APPLICANT, ~~BIG CHEESE~~, LLC

By (signature):



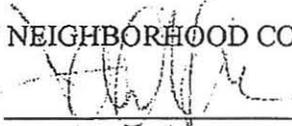
Name (print name):

James Alefantis

Title (print title):

Managing Member

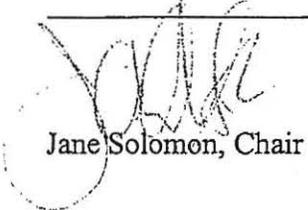
ADVISORY NEIGHBORHOOD COMMISSION 3F

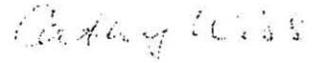
By (signature): 

Name (print name): Jane Solomon

Title (print title): Chair

Approved at a duly noticed public meeting of ANC 3F on Monday, June 16, 2008, with a quorum present, a quorum being four. *12/16/08 11:30 AM*


Jane Solomon, Chair


Cathy Wiss, Secretary