

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

In the Matter of:

The Italian Job, LLC
t/a Pacci's

Applicant for a New
Retailer's Class CR License

at premises
106 13th Street, SE
Washington, D.C. 20003

License No.: ABRA-123546

Order No.: 2023-092

The Italian Job, LLC, t/a Pacci's, Applicant

Edward Ryder, Chairperson, Advisory Neighborhood Commission (ANC) 6B

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Bobby Cato, Member
Rafi Crockett, Member
Jeni Hansen, Member
Edward S. Grandis, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that The Italian Job, LLC, t/a Pacci's (Applicant), Applicant for a New Retailer's Class CR License and ANC 6B have entered into a Settlement Agreement (Agreement), dated January 21, 2023, that governs the operations 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 Edward Ryder, on behalf of ANC 6B, are signatories to the Agreement.

Accordingly, it is this 1st day of March 2023, **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; and
2. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage Control Board

eSigned via Seamedocs.com
Donovan Anderson
Key: 3c45c808c10d5f0e4b73d6f0d16ec28

Donovan Anderson, Chairperson

eSigned via Seamedocs.com
James Short
Key: 5478c373822d6e0e8d1c532d2740e

James Short, Member

eSigned via Seamedocs.com
Bobby Cato
Key: 2a943fca03m146f7f0f7b0d7917d2cd

Bobby Cato, Member

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Rafi Aliya Crockett, Member
Key: b5f0c61940c18a4016155ebc1281cc

Rafi Crockett, Member

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Jeni Hansen, Member
Key: 827280c550e44749c556bc2a41875

Jeni Hansen, Member

eSigned via Seamedocs.com
Edward Grandis, Member
Key: 5027bda7f0d040ec14e0eb52541cc5

Edward S. Grandis, 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 II 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 BY AND BETWEEN
ADVISORY NEIGHBORHOOD COMMISSION 6B
and
The Italian Job, LLC
d/b/a Pacci's Trattoria

Pursuant to this Settlement Agreement, ("Agreement"), by and between The Italian Job, LLC d/b/a Pacci's Trattoria ("Applicant") and Advisory Neighborhood Commission 6B ("ANC6B"), effective as of the date of its adoption by ANC6B, the parties hereto hereby agree to be legally bound by the terms and conditions of this Settlement Agreement (SA) as it relates to conduct of business located at 106 13th Street SE Washington, DC 20003 ("Premises").

WHEREAS, Applicant has applied before the District of Columbia Alcoholic Beverage Regulatory Administration ("ABRA") to effect, and is seeking its approval of a new Retailers' Class "CR" License (ABRA-123546) ("License"); and,

WHEREAS, Applicant and ANC6B are desirous of voluntarily entering into and mutually memorialize in this SA the terms and conditions upon which ANC6B has agreed to support Applicant's License, pursuant to the provisions of D.C. Code § 25-446, for the operation and maintenance of Applicant's business at the Premises in such a manner as to further promote the peace, order and quiet of the neighborhood as well as maintain security and sanitation of the alley immediately behind the Premises; and,

WHEREAS, this is intended to replace in its entirety any and all previously-existing Settlement Agreements between the Parties, and all such previous agreements are hereby declared superseded, null and void and of no further effect.

NOW, THEREFORE, Applicant and ANC 6B agree as follows:

1. Recitals Incorporated The recitals set forth above are incorporated herein by reference.
2. Nature of the Business. Applicant will manage and operate a full-service seated Restaurant ("Establishment") with endorsements for a sidewalk café at the Premises. Applicant currently seeks a total seating for up to 84 patrons, inclusive of 70 indoors, 14 on the sidewalk café. In no event shall Applicant operate or seek to operate the Establishment in excess of the maximum number of patrons agreed to in this SA or that may lawfully occupy the Premises pursuant to its Certificate of Occupancy.
3. Hours of Operation, Sales, Service, and Consumption. Applicant's hours of operation, and alcoholic beverage sales, service, and consumption may be changed from time to time in Applicant's discretion, as may be otherwise permitted by its License, but in no event shall exceed or extend beyond the following:

Hours of Operation of the Establishment:

Sunday through Thursday: 9:00 a.m. – 11:00 p.m.
Friday and Saturday: 9:00 a.m. – 12:00 a.m.

Hours of Sales, Service, and Consumption on the interior of the Establishment:

Monday through Thursday: 11:00 a.m. – 11:00 p.m.
Friday and Saturday: 11:00 a.m. – 12:00 a.m.
Sunday: 10:00 a.m. – 11:00 p.m.

Hours of Operation of the Sidewalk Café:

Monday through Thursday: 9:00 a.m. – 10:00 p.m.
Friday and Saturday: 9:00 a.m. – 11:00 p.m.
Sunday: 9:00 a.m. – 9:00 p.m.

Hours of Sales, Service, and Consumption on the Sidewalk Café:

Monday through Thursday: 11:00 a.m. – 10:00 p.m.
Friday and Saturday: 11:00 a.m. – 11:00 p.m.
Sunday: 10:00 a.m. – 9:00 p.m.

Provided, however, that (1) on days designated by the DC ABC Board as “extended Hours for ABC Establishments,” Applicant may serve alcoholic beverages for one additional hour; (2) in the event the Council of the District of Columbia or the ABC Board grant licensees in general extended operating hours for particular event(s), Applicant may avail itself of such extended hours; and, (3) on January 1 of each year Applicant may serve alcoholic beverages until 3 a.m. In addition, the Licensee may apply for a one-day substantial change, without objection from the ANC, to be allowed to offer entertainment inside the establishment. Applicant must submit, as required by regulation, any forms or documents to ABRA and gain approval for such extended hours of service and entertainment. These extended hours apply only to the hours of operation of the interior of the Premises.

4. Requirements for Operation of Sidewalk Café. Applicant shall operate its Sidewalk Café consistent with the terms and conditions of its Public Space Management Branch Certification for such space, and shall cause its employees to maintain the Sidewalk Café in a clean and orderly manner, and not to cause or permit storage of any refuse, foodstuffs, perishable or odiferous materials in or adjacent to the Premises. Applicant shall cause the area extending from the front door(s) to the curb on the front of the Establishment to be regularly swept, power-washed, and shall remove litter and debris on not less than a daily basis, weather permitting. Applicant shall provide exterior receptacles for extinguishing and disposing of smoking materials, and such supplemental refuse disposal receptacles as may be reasonably required to contain and minimize public disposal of waste and litter originating from the Premises.

5. Refuse Storage and Disposal. Applicant shall comply with DCMR 21-704.3-704.5 by utilizing and regularly maintaining one or more food waste (garbage) grinder(s) adequate in capacity to dispose of all readily grindable food wastes produced.

Applicant shall design, construct, maintain, and exclusively utilize an interior trash storage room within the footprint of the Premises with sufficient capacity to store all grease, recyclable trash, and non-recyclable waste (garbage). The interior trash storage room will have direct access from the hallway, and/or kitchen area of the Premises. The construction of the interior trash room will comply with DC Department of Health requirements for indoor trash storage space.

Applicant shall not utilize any exterior point of access to the interior trash storage room for purposes of depositing grease, recyclable trash or non-recyclable trash in the interior trash storage room and shall maintain the exterior doors in a closed and secured position except as reasonably required for regularly-scheduled garbage, recyclable, and grease pick up by third-party vendors.

In consideration of the residential neighborhood, and the desire to minimize the impact of the Establishment on local residents, Applicant agrees to adhere to the following conditions with respect to trash management, disposal, and the sanitary maintenance of the interior trash storage room.

- a. Garbage shall be collected 5 days per week and recycling a minimum of 5 days per week (or such more frequent schedules as may be necessary to prevent the receptacles from exceeding their capacity);
- b. Applicant will ensure timely trash collection and disposal that is the least disruptive to the neighbors. Garbage, recyclable, and grease collections shall not occur after 10 p.m. or before 8:00 a.m.
- c. Applicant may provide the garbage and recycling vendors with keys and/or access to the interior trash room, as may be required, to effect regular and timely collection as set forth herein;
- d. The access door to that room from the exterior shall remain closed unless in use and will be equipped with an egress bar unless another path of egress is available for emergencies;
- e. Applicant shall install and maintain in functional working order rodent proof sweeps, rodent proof gasket or other similar material to ensure that there are no gaps between the exterior door and the door frame to the trash room. Applicant shall replace the sweeps, gasket or other material in use as soon as they become worn.
- f. Applicant shall not store or place any foodstuffs, kegs, firewood, or other consumable supplies or goods of any type outside of the Premises or on the public alley at any time;
- g. Garbage, grease and/or recycling spills shall be cleaned up as soon as practicable after they occur, but in no event more than two (2) hours after such spill. Any leak or spillage of grease shall be promptly cleaned utilizing standard industry practices such as solvents and power washing for such uncontained grease;
- h. All receptacles used for garbage, recyclables, and grease shall be maintained in good repair, safe and sanitary condition and any damaged or leaking containers shall be promptly repaired or replaced;
- i. Applicant will check the alley next to the Premises and pick up or hose down any debris or liquid waste left behind after garbage, grease or recycling receptacles have been emptied;
- j. Applicant shall power wash the trash storage room, all receptacles, any adjacent waste enclosure, and the adjacent alleyway on a regular basis. However, no power-washing shall take place between the hours of 7:00 p.m. and 9:00 a.m. on weekdays or 7:00 p.m. and 11:00 a.m. on weekends;
- k. Applicant shall cooperate and permit inspection of the Premises, including but not limited to the indoor trash room, as may be reasonable pursuant to ABRA regulations or as may be reasonably requested by any authorized District of Columbia governmental entity; and,

1. Applicant agrees to join in any coordinated effort with the adjacent neighbors to address any rodent issues regardless of the source of such issues.

6. Noise Mitigation. No objectionable noises, sounds, odors, or other conditions that are publicly observable or emitted beyond the immediate proximity of the Premises will be created by Applicant. Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall make architectural improvements to the property and take all necessary actions to ensure that music, noise and vibration from the Establishment are not audible outside the establishment at any time. Applicant agrees to keep its doors and windows closed when music is being played at the establishment. However, it is understood by the parties that Applicant may open its window panels, and that music may be played at such times at a level not audible beyond the street curbside. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry or exit doors.

Applicant will take all reasonable steps necessary to mitigate noise emanating from mechanical equipment associated with Applicant's operations (e.g. HVAC, grease fan) -- including installing sound absorbing and dampening material around the equipment, if necessary -- to comply with applicable DCMR provisions, prevent an increase in existing sound level from such equipment, and minimize or abate noises objectionable to residential neighbors.

Notwithstanding D.C. Code § 25-725, and except for those residential dwellings located within the CHC/C2A overlay, Applicant agrees to not produce any sound, noise, or music of such intensity that it may be heard in any premises other than the licensed establishment by the use of any: (1) Mechanical device, machine, apparatus, or instrument for amplification of the human voice or any sound or noise; (2) Bell, horn, gong, whistle, drum, or other noise-making article, instrument, or device; or (3) Musical instrument. Sound absorbing and dampening material will be sufficient to reduce noise to levels that meet DCMR noise regulations at the rear property line.

7. Odor and Emission Control. Applicant shall ensure that regularly scheduled maintenance and cleaning of filters and related exhaust hoods, fans and vents are undertaken in accordance with manufacturer's specifications for the type and quantity of cooking undertaken. Applicant further agrees to contract with a licensed third-party vendor to regularly clean and/or exchange the filters as often as necessary to ensure optimal grease and particulate removal and odor mitigation. Applicant will ensure that any mechanical issues that develop with the equipment are promptly addressed.

8. Sanitation and Pest Control. Applicant shall maintain in force a contract for regular and recurring application of a plan for pest control that includes baiting or similar rodent abatement on the interior and around the exterior of the Premises (including the trash storage room). Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract and of regular inspection and treatment pursuant to such contract, upon request from the Board. Applicant shall maintain the property and take reasonable steps, such as closing rat holes to reduce habitat for rats and vermin.

9. Restrictions on Use of Points for Access/Egress. Applicant shall notify commercial delivery vendors to park in the front of the Premises for deliveries of food or restaurant supplies. In no event shall Applicant encourage or permit commercial third party vendors to park a delivery

truck in the alley or in a manner that blocks the alleyway. Applicant will notify commercial delivery vendors about the above prohibition and will not accept deliveries of food or other restaurant supplies from such vendors if, after repeated warnings, the vendor continues to park delivery trucks in the public alley.

10. Security Cooperation in Stemming Loitering and Illegal Drugs. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises. Applicant agrees to monitor for and prohibit the sale of illegal drugs within or about the Premises and maintain contact and cooperate with MPD and other enforcement officials when known or suspected drug activities occur.

11. Compliance with ABRA Regulations. Applicant will ensure that it abides by ABRA, Department of Health (DOH), Department of Public Works (DPW) and other applicable DC Agency regulations regarding (a) conduct of its business and (b) the ownership of the license and all other provisions applicable to liquor licenses.

12. 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 be provided for a cure within 10 calendar days of the date of such notice. If Applicant refuses or fails to commence the cure or diligently to pursue such cure within the 10-day period (or a breach which reasonably requires more than 10 days to cure), such refusal or failure shall constitute a cause for filing a complaint with the ABRA Board pursuant to D.C. Code § 25-447. The Applicant, Spiro Gioldasis, shall be notified via email at sgioldasis@yahoo.com

IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.

Applicant:

The Italian Job LLC, d/b/a Pacci's Trattoria (ABRA# 123546)
106 13th Street, SE Washington, DC 20003
Spiro Gioldasis, Owner / Operator

Signature: _____

Date: _____

ANC:

Advisory Neighborhood Commission 6B
921 Pennsylvania Avenue, SE Washington, DC 20003
Edward Ryder, Chairperson

Signature: _____

Date: 01/21/2023