

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

**In the Matter of:** )

Andys Pizza V ST, LLC )  
t/a Andys Pizza V ST )

Applicant for a New )  
Retailer's Class CR License )

at premises )  
808 V Street, NW )  
Washington, D.C. 20001 )

License No.: ABRA-123829  
Order No.: 2023-164

Andys Pizza V ST, LLC, t/a Andys Pizza V ST, Applicant

Sean Holihan and Savel Harris, Commissioners, Advisory Neighborhood Commission  
(ANC) 1B

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

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**ORDER ON SETTLEMENT AGREEMENT**

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The official records of the Alcoholic Beverage Control Board (Board) reflect that Andys Pizza V ST, LLC, t/a Andys Pizza V ST (Applicant), Applicant for a new Retailer's Class CR License, and ANC 1B have entered into a Settlement Agreement (Agreement), dated March 24, 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 Commissioners Sean Holihan and Savel Harris, on behalf of ANC 1B, are signatories to the Agreement.

Accordingly, it is this 29th 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 Applicant and ANC 1B.

District of Columbia  
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com  
*Donovan Anderson*  
Key: 843C6026794562e467300923116c18

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Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com  
*James Short*  
Key: 5476c373f920e6e981c3325d2046e

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James Short, Member

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*Bobby Cato*  
Key: 266d7fca17b146d714b7bdc7917d2c3

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Bobby Cato, Member

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Rafi Crockett, Member

eSigned via SeamlessDocs.com  
*Jeni Hansen, Member*  
Key: 82172931c5529447421b56fca41829

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Jeni Hansen, Member

eSigned via SeamlessDocs.com  
*Edward Grandis, Member*  
Key: 5027bda7f7f9040ec14adeb52541ce5

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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 14<sup>th</sup> 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 1B  
and *Andys Pizza V ST, LLC***

THIS AGREEMENT, made and entered into this 24 day of March 2023, by and between *Andys Pizza V ST LLC* (“Applicant”) and ANC 1B (“ANC”).

**RECITALS**

WHEREAS, Applicant has filed a new application for its Retailer’s Class CR ABC License (ABRA-123829 ) (“License”) for a business Establishment located at *808 V Street NW* (“Establishment”) with a Summer Garden Endorsement; and

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board (“ABC Board”) approve the Applicant’s license application conditioned upon the Applicant’s compliance with the terms of this written Agreement; and

NOW, THEREFORE, in consideration of the recitals set forth above and the terms and conditions provided below, the parties agree as follows:

1. Nature of the Establishment. Applicant will operate and manage a Class C Restaurant Establishment with a Summer Garden Endorsement.
2. Hours. Establishment’s permitted hours of operation/sales/service/consumption of alcoholic beverages shall not exceed the following:

Sunday-Thursdays:	8:00 A.M.- 2:00 A.M.
Friday-Saturday:	8:00 A.M.- 3:00 A.M.

  - a. Provided, however, (1) on days designated by the DC ABC Board as “Extended Hours for ABC Establishments” Applicant may operate and serve alcohol for such hour(s); (2) in the event the Council of the District of Columbia or the DC ABC Board grant licensees in general extended operating hours (such as Inauguration, the World Cup, etc.) Applicant may avail itself of such extended hours; and (3) on January 1 of each year Applicant may serve alcoholic beverages until 4:00 am.
  - b. Notwithstanding the above, Protestants do not object to the Applicant filing a substantial change application so long as the ANC receives notice pursuant to DC Code § 25-404.
  - c. Notwithstanding the above, Applicant may also apply for a one-day substantial change as permitted by law.
3. Noise.
  - a. Applicant shall comply with applicable noise-control regulations, including, but not limited to, those in District of Columbia Municipal Regulations (DCMR) Title 23 and Title 25.
  - b. Applicant shall receive deliveries only between 7:00 a.m. and 9:00 p.m., Monday through Saturday. Except for emergency situations, no deliveries, except fresh food, shall be accepted on Sunday.
  - c. Applicant’s manager on duty, or their designee, shall be responsible for handling any noise issue complaints from the neighbors. Applicant shall give the ANC the

contact information for the appropriate individual to contact for any potential concerns.

- d. Any amplified speakers in the summer garden area not under the awning, shall be turned off as of 11 P.M., unless an awning is erected over the uncovered area.

4. Trash and Odors.

- a. Applicant shall take reasonable measures to ensure that the areas immediately adjacent to the Establishment are kept in a clean and litter-free condition.
- b. All trash, recyclable materials, and grease stored outdoors at the Establishment shall be in closed containers that are resistant to vermin, leaks, and odors.
- c. Applicant shall deposit trash and garbage only in rodent resistant dumpsters and shall take reasonable measures to see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed.
- d. Applicant shall take reasonable measures to ensure that any damaged or leaking containers shall be repaired or replaced within 72 hours.
- e. Applicant shall arrange for trash and recycling collection a minimum of 2 times per week.
- f. Applicant shall not allow trash or recyclable disposal or collection between the hours of 10:00 p.m. and 7:00 a.m.

5. Rat and Vermin Control. Applicant shall contract with a licensed exterminator to inspect the Establishment a minimum of once per quarter and shall maintain recommended pest control measures.

6. Parking.

- a. Applicant shall discourage its employees from parking their vehicles illegally, on streets signed with parking restrictions, including time-limited parking and resident-only parking.
- b. Applicant shall encourage vendors and contractors to park legally, and, as reasonably necessary, work with DDOT, DPW or the appropriate agency to resolve issues related to illegal parking by its vendors and contractors.
- c. Applicant shall notify patrons, on Establishment website or other advertising, that there is limited parking in the vicinity and shall encourage the use of alternative transportation, i.e. uber/lyft, public transportation or walking.

7. Binding Effect. This Agreement shall be binding upon and enforceable against the successors and assigns of Applicant during the term of the license to which this Agreement applies. Applicant agrees to specifically notify any prospective transferee of the existence of this Agreement and to provide them with a copy.

8. Agreement Available Upon Demand. A copy of this Agreement shall be kept at the Establishment and made available to law enforcement officers and Alcoholic Beverage Regulatory Administration inspectors upon request.

9. Notices.

- a. Notices shall be provided by email, U.S. Mail, or hand-delivery as follows:

If to ANC:  
Advisory Neighborhood Commission 1B  
2000 14th St., NW, Suite 100B  
Washington, DC 20009  
1b@anc.dc.gov

If to Applicant:  
Andys Pizza V ST, LLC  
808 V Street, NW  
Washington, DC 20001  
Attn: Andy Brown  
[andy@eatandyspizza.com](mailto:andy@eatandyspizza.com)

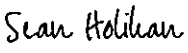
- b. Failure to give notice shall not constitute waiver or acquiescence to the violation.

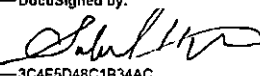
WHEREFORE, by the signing of the representatives of Applicant and ANC, Applicant thereby agrees to the aforementioned covenants and ANC agrees to withdraw its protest against Applicant's ABC License application, provided that this Agreement is incorporated into the Board's order approving Applicant's Class C Restaurant ABC license.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date and year first above written.

**ANC:**

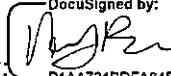
Advisory Neighborhood Commission 1B

DocuSigned by:  
  
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Sean Holihan, Commissioner, 1B02  
Date Signed: 3/19/2023

DocuSigned by:  
  
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Sabel Harris, Chair, ANC 1B08  
Date Signed: 3/24/2023

**APPLICANT:**

Andys Pizza V ST, LLC

DocuSigned by:  
  
By: D1AA721BDFAB452...  
Andy Brown, Owner

Date Signed: 3/21/2023