

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE AND CANNABIS BOARD**

In the Matter of:)	
)	
EHP 3, LLC)	
t/a Extreme Pizza)	
)	
Holder of a)	
Retailer's Class CT License)	License No.: ABRA-121794
)	Order No.: 2023-400
at premises)	
520 8th Street, SE)	
Washington, D.C. 20003)	

EHP 3, LLC, t/a Extreme Pizza, Applicant

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

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

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that EHP 3, LLC, t/a Extreme Pizza (Licensee), and ANC 6B have entered into a Settlement Agreement (Agreement), dated July 12, 2023, that governs the operations of the Licensee'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 26th day of July 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 and Cannabis Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: ac435b0269d5f09e4c730009d1c0cc8

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 547ae37352006acbc1c332ac2846c2

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 2a6d31ca5b1e8d774573ad7917d2ca

Bobby Cato, Member

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward S. Grandis, Member
Key: 50271da7119f9040ec14adeb52541ce5

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 and Cannabis 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

EHP 3, LLC, t/a Extreme Pizza

Pursuant to this Settlement Agreement, ("Agreement"), by and between EHP 3, LLC, t/a Extreme Pizza ("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 the operation of Applicant's business located at 520 8th Street SE Washington, DC 20003 ("Premises").

WHEREAS, Applicant has applied before the District of Columbia Alcoholic Beverage and Cannabis Administration ("ABCA") to effect, and is seeking its approval to add an entertainment endorsement to its existing Retailers' Class "C" Tavern License (ABCA-121794) ("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 request, 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 and maintain security and sanitation of the alley behind the Premises; and,

WHEREAS, Applicant agrees to abide by this Agreement and ANC6B agrees to support the substantial change application for this Establishment, provided that the Agreement is incorporated into an ABCA Board Order; 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 Tavern ("Establishment") with on-site prepared food available for purchase at the Establishment. Applicant may utilize total seating and occupancy up to the maximum number permitted by the lesser of: (a) its ABCA license and/or (b) its Certificate of Occupancy combined with Certificate of Use (for public space). Applicant currently has a total seating for up to 86 patrons, inclusive of up to 70 indoor seating and up to 16 sidewalk café seating. In no event shall Applicant operate or seek to operate the Establishment in excess of the maximum number of patrons that may lawfully occupy the Premises pursuant to its Certificate of Occupancy.
3. Operational Conditions. Applicant voluntarily agrees to sustain or undertake the conditions listed below and shall make a "good faith effort" to sell and serve food during its hours of operation. For purposes of this agreement, a "good faith effort" to sell or serve food shall be met if the Applicant:
 1. Maintains a kitchen, kitchen staff, and the supplies and equipment necessary for the daily preparation and service of prepared food menu items (for example, appetizers, soups, salads, sandwiches, entrees, desserts, etc.) other than snack food;
 2. Continues to keep and maintain, the books and records required to be kept by D.C. Official Code § 25-113(j)(3)(A) thru (C) (2017); and

3. Is in compliance with the following criteria:

- (a) The Applicant offers full food service until at least one (1) hour prior to closing;
- (b) The Applicant’s advertisements to the public emphasizes food and not drink specials only.

4. Hours of Operation and Alcohol Sales, Service, and Consumption. Applicant’s hours of operation, and alcohol beverage sales, service, and consumption may be changed from time to time at Applicant’s discretion and as may be otherwise permitted by its License, but in no event shall exceed or extend beyond the following:

Applicant’s hours of Operation shall be as follows::

- Sunday thru Thursday: 8:00 a.m. – 2:00 a.m.
- Friday and Saturday: 8:00 a.m. – 3:00 a.m.

Applicant’s hours of sales, service, and consumption of alcohol on the interior of the Premises shall be as follows:

- Sunday thru Thursday: 9:00 a.m. – 2:00 a.m.
- Friday and Saturday: 9:00 a.m. – 3:00 a.m.

Applicant’s sale, service, and consumption of alcohol on the Sidewalk Café shall be as follows:

- Sunday thru Thursday: 10:00 a.m. – 11:00 p.m.
- Friday and Saturday: 10:00 a.m. – 12 Midnight

Applicant’s hours of Entertainment only on the interior of the Establishment shall be as follows:

- Sunday thru Thursday 5:00 p.m. – 10:00 p.m.
- Friday and Saturday: 5:00 p.m. – 11:00 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 must submit, as required by regulation, any forms or documents to ABRA for a one-day substantial change, and gain approval for such extended hours or entertainment. These extended hours are for inside the establishment.

5. 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 in 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 periodically measure and ensure that all tables, chairs, planters, signboards, stations, stanchions or other items in the Sidewalk Café are placed within the bounds of its designated public space permit, and do not extend into the sidewalk or adjacent areas. Applicant may not place any signboards or similar items beyond or outside the area designated by its public space permit.

6. Refuse Storage and Disposal. Applicant shall comply with all DC Health regulations and requirements for food waste disposal. Applicant shall utilize and maintain rodent-resistant receptacles capable of being fully closed with tight-fitting lids at the rear of the Premises with sufficient capacity to store all non-grindable garbage and recyclable trash and non-recyclable waste. Further, Applicant shall use its best efforts to store grease in a receptacle designed to store grease in the interior of the Premises.

Applicant agrees to adhere to the following operational conditions with respect to trash management, disposal, and the sanitary maintenance of the exterior trash and recycling storage area.

- a. Applicant shall contract with third party sanitation or waste management and recycling vendor(s) to collect garbage and non-recyclable waste a minimum of 2 days per week and recycling a minimum of 1 day per week (or such more frequent schedules as may be necessary to prevent the receptacles from exceeding their capacity);
- b. Applicant will ensure timely waste disposal that is the least disruptive to the neighbors. Garbage, recyclable, and grease collections shall not occur between the hours of 10:00 p.m. and 8:00 a.m. on weekdays or 10:00 p.m. and 10:00 am on weekends. Further, no glass shall be dumped in any exterior receptacle nor otherwise disposed of between 10:00 p.m. and 7:00 a.m. Any glass material needing to be recycled or otherwise disposed of during this timeframe shall be stored inside Applicant's establishment until at least 8:00 a.m. the following day;
- c. Applicant shall utilize and maintain rodent proof waste and trash containers (receptacles) with sufficient capacity to store all non-grindable garbage, non-recyclable waste at the rear of the Premises. Applicant shall dispose of non-grindable garbage and non-recyclable trash in sealed bags that are placed in appropriate rodent-proof receptacles. Applicant shall ensure that recyclable trash (glass, plastic, cardboard and metal cans that have been rendered free to organic materials) prior to disposal.
- d. No garbage or recyclables may be placed in exterior trash receptacles in a manner that prevents the full closure of such receptacles. Further, Applicant shall assign a staff person to inspect the exterior trash area each night and close the lids of any receptacles that were left open prior to closing;
- e. In the event that garbage receptacles reach their capacity, Applicant shall store any excess garbage inside the Applicant's Premises until at least 7:00 a.m. the following day to ensure that the exterior receptacles are fully closed and secured overnight;
- f. All receptacles used for grease, garbage, recyclable trash and waste shall be maintained in good repair and in safe and sanitary condition. Any damaged or leaking containers that become bent or warped such that they are no longer rodent-proof, shall be promptly repaired or replaced.
 - i. Applicant will continue its current practice of asking the waste management company to periodically remove and replace dumpsters to prevent the buildup of food, grease, and other residual waste in the receptacle;
- g. Any receptacle for recyclables or restaurant supplies such as linens, kegs or other supplies will be placed on the Premises and not encroach on abutting properties.
- h. Garbage, grease and/or recycling spills originating from the Establishment and its operations 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 originating from the Establishment shall be promptly cleaned utilizing standard industry practices such as solvents and power washing protocols;
- i. Applicant will daily check the alley and full area around the trash receptacles and pick up or hose down (power washing, if necessary) any debris or liquid waste left behind after garbage, grease or recycling receptacles have been emptied. If power washing is undertaken, Applicant shall ensure that it does not occur between the hours of 7:00 p.m. and 9:00 a.m. on weekdays or 7:00 p.m. and 12:00 noon on weekends.
- j. Applicant is encouraged to join in any coordinated effort with the adjacent tenants to address any rodent issues regardless of the source of such issues;
- k. Applicant shall cooperate and permit inspection of the Premises, as may be reasonable, pursuant to ABCA regulations or as may be reasonably requested by any authorized District of Columbia governmental entity; and,
- l. If the Applicant submits for permitting any plans for major renovation, reconstruction, or remodeling of the interior of the Premises, Applicant agrees to designate space and incorporate an interior trash

room into any such plans. All trash rooms will comply with DOH regulations and be exclusively utilized to store all grease, garbage, trash, and recycling.

7. Noise Mitigation. No objectionable noises, sounds, or other conditions that are publicly observable or emitted beyond the front curb of the Establishment will be created by Applicant. Applicant specifically agrees that it shall not produce any sound, noise, or music 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 of such intensity that it may be audible beyond the rear property line or in the contiguous physical block on which the Premises is located.

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 beyond the front curb of the Establishment. Applicant agrees to keep its doors and windows closed when music is being played at the establishment. Applicant shall not install, permit or utilize amplified music on the Sidewalk Café. However, it is understood by the parties that Applicant may open its window panels, and that music may be played at a volume that is not audible beyond the front curb of the Premises. 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) and comply with applicable DCMR provisions, prevent an increase in existing sound level from such equipment, and minimize or abate noises objectionable to residential neighbors. Noise mitigating actions may include installation of sound absorbing and sound dampening materials on the roof between the HVAC and kitchen equipment and the residential properties along the rear of the Premises. Sound absorbing and dampening material will be sufficient to reduce noise to levels that meet DCMR noise regulations at the rear property line.

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

9. 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 area). Applicant shall provide proof of its rat and vermin control contract and of regular inspection and treatment pursuant to such contract, upon request from an ABC Inspector or ABCA Board.

10. Restrictions on Deliveries and Parking. Applicant shall not refer or encourage a commercial third-party food or beverage delivery vendor for the Applicant to park their delivery truck in the public alley, especially in a manner that blocks the alley exit towards 9th Street, SE or the closed cross alley that extends north/south at the rear of the Premises. Applicant shall use its best efforts to notify and insist that commercial delivery vendors for this Establishment to use the loading zone in front of the Premises, as practicable, to unload and deliver supplies. Employees of the Establishment will not park personal vehicles in the alley, at the rear of the Premises, or in the rear yards of neighboring residential properties.

11. 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 sales or use 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.


12. Compliance with Agency Regulations. Applicant understands and promises to maintain compliance with all DC laws and regulations. Specifically, Applicant will comply as otherwise required by law in all material respects to ABCA, Department of Licensing and Consumer Protection (DLCP), DC Health (DOH), 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.

13. Notice to Cure. In the event that any of the parties is in breach of their SA, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the SA. 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. ANC 6B will notify Ernie Harris, Managing Partner, [eharris@eatextreme.com], via electronic mail of any alleged violations. If Applicant refuses or fails to commence the cure or diligently pursue a cure within the 10-day period, such refusal or failure shall constitute a cause for requesting a formal investigation, or other measures allowed by the ABC Board pursuant to D.C. Code § 25-447. If, however, a breach reasonably requires more than 10 days to cure, Applicant will notify the other parties with a timeline for commencing the cure and addressing the breach.

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

Applicant:

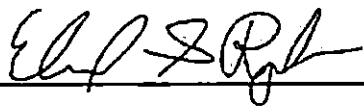
EHP 3, LLC, t/a Extreme Pizza
ABRA# 121794
520 8th Street, SE
Washington, DC 20003
Ernest Harris, Managing Partner

Signature:  _____

Date: 7/11/2023

ANC:

Advisory Neighborhood Commission 6B
700 Pennsylvania Avenue SE, 2nd Floor
Washington, DC 20003
Edward Ryder, Chairperson

Signature:  _____

Date: 7-12-2023