

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

In the Matter of:

RD2 Cap Hill, LLC
t/a Papatella Pizza

Applicant for a New
Retailer's Class CR License

at premises
301 Massachusetts Avenue, NE
Washington, D.C. 20002

Case No.: 22-PRO-00074
License No.: ABRA-121435
Order No.: 2022-576

RD2 Cap Hill, LLC, t/a Papatella Pizza, Applicant

Stephen O'Neal, on behalf of Advisory Neighborhood Commission (ANC) 6C ABL Committee

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

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF ANC 6C'S PROTEST**

The Application filed by RD2 Cap Hill, LLC, t/a Papatella Pizza (Applicant), for a new Retailer's Class CR License, was protested by ANC 6C.

The official records of the Board reflect that the Applicant and ANC 6C entered into a Settlement Agreement (Agreement), dated July 23, 2022, 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 Stephen O'Neal, on behalf of ANC 6C, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 6C.

Accordingly, it is this 3rd day of August 2022, **ORDERED** that:

1. The Application filed by RD2 Cap Hill, LLC, t/a Pupatella Pizza, for a new Retailer's Class CR License, located at 301 Massachusetts Avenue, NE, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 6C in this matter is hereby **WITHDRAWN**;
3. 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
4. Copies of this Order shall be sent to the Applicant and ANC 6C.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: 4302696645729e4b720093d1d0c08

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 547a372820d6a6cd81b332d2949c

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 256d32ca7be146d77db75bd7917d20d

Bobby Cato, Member

eSigned via SeamlessDocs.com
Rafi Aliya Crockett, Member
Key: b560e91845e1f5e4016155e5c12f61cc

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 821727110509447491b529b7a41816

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5027bde70870040ec14adeb52541ce5

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

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 23rd day of July, 2022 by and between RD2 Cap Hill LLC t/a Papatella Pizza ("Applicant") and Advisory Neighborhood Commission 6C ("the ANC"), (collectively, "the Parties).

PREAMBLE

Through this Agreement the Parties aim to create an environment in which the Applicant may operate as a viable contributing establishment in the ANC 6C community.

WITNESSETH

WHEREAS, the Applicant has applied for a Retailer's Class C Restaurant ABC license with Sidewalk Cafe, Entertainment, and Alcoholic Beverage Carry-out & Delivery Endorsements (ABRA-121435) at 301 Massachusetts Avenue, NE, Washington, DC 20002 ("Premises");

WHEREAS, the ANC has concerns regarding the approval of this ABC license application;

WHEREAS, in recognition of the Alcoholic Beverage Control Board's ("ABC Board") policy of encouraging Parties to a potentially contested proceeding to settle their differences by reaching Settlement Agreements, by their signatures below, the Parties hereto desire to enter into a Settlement Agreement whereby (1) Applicant will agree to adopt certain measures to address the ANC's concerns and to include this Agreement as a formal condition of its application, and (2) ANC will agree not to file a protest against the License application provided that this Agreement is incorporated into the ABC Board's order approving the License;

WHEREAS, the Parties believe that the statements and provisions contained in this Agreement are reasonable and shall become wholly integrated into the day-to-day operation of the Licensee's business; and

WHEREAS, the Parties have agreed to enter into this Agreement and request that the ABC Board approve the Applicant's License application conditioned upon the Applicant's compliance with the terms of this Agreement.

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.** The recitals above are incorporated herein by reference.
2. **Nature of the Business.** Applicant will operate as a bona fide Class C Restaurant (as such term is defined in ABC statutes and regulations). Food service will be available until at least 30 minutes before closing. Applicant will not participate in any "pub crawl" promotions or activities.
3. **Hours.**
 - a. **Interior.**
 - i. Applicant's Interior Hours of Operation shall be:
 - Sunday through Thursday, 7:00am - 11:00pm; and
 - Friday & Saturday, 8:00am - 12:00am.

- ii. Applicant's Interior Hours of Sales, Service & Consumption of Alcoholic Beverages shall be:
 - Sunday through Thursday, 8:00am - 11:00pm; and
 - Friday & Saturday, 8:00am - 12:00am.
 - iii. Applicant's Hours of Entertainment shall be: 10:00am - 11:00pm daily.
 - b. Sidewalk Cafes. Applicant's Hours of Operation and Hours of Sales, Service & Consumption of Alcoholic Beverages shall be:
 - i. Sunday through Thursday, 8:00am - 10:00pm; and
 - ii. Friday & Saturday, 8:00am - 11:00pm.
 - c. It is understood that after the cessation of "operating hours," no patrons shall remain the premises.
 - d. Provided that: (a) in the event the Council of the District of Columbia or the ABC Board grants licensees in general extended hours, Applicant may avail itself of such extended hours for Operation, Sales, Service & Consumption of Alcoholic Beverages, and Entertainment; and (b) on January 1, Applicant may operate and sell, serve, and permit the consumption of alcoholic beverages, for an additional hour later. Applicant may offer Entertainment until 60 minutes prior to closing on January 1 pursuant to a One Day Substantial Change Permit approved by the ABC Board.
- 4. **Deliveries.** Applicant shall make commercially reasonable efforts to require its vendors to make all deliveries of food, beverages, and supplies between the hours of 7:00am and 7:00pm daily. Applicant shall encourage vendors to park only in designated delivery areas and shall not knowingly accept deliveries from vendors parked illegally.
- 5. **Public Space and Trash.** Applicant will make commercially reasonable efforts to maintain the public space adjacent to and in front of the Premises in a clean and orderly manner. Applicant shall regularly inspect and clean the public space adjacent to and in front of the Premises as necessary. Within a reasonable time following the end of operations on the Sidewalk Cafe, Applicant shall secure the furniture in the public space so as to discourage individuals from using the Sidewalk Cafe seating and furniture outside of the designated operating hours. Applicant shall not dispose of trash or recyclables outside of the establishment in a manner that creates noise which is audible in residences between 11:30pm and 9:00am.
 - a. **Removal of Grease and Oils:** Applicant will provide for the proper removal and recycling of grease and oils and will not deposit these substances in dumpsters, trash cans, street gutters, or catch basins.
 - b. **Sanitation and Pest Control:** Applicant shall keep trash, recycling, and grease container lids tightly closed and utilize rodent-resistant containers to limit odors and help control the pest (insect) and rodent population. Applicant will contract for regular rodent and pest abatement.
 - c. **Location of trash, recycling, and grease containers:** Applicant shall maintain trash, recycling, and grease containers on private property. In no case shall any

trash, recycling, grease or other container (such as linen service container) serving the premises be stored or permitted to remain unattended in public space.

- d. **Maintenance of Property:** Applicant will clear snow from the public sidewalk adjacent to the premises within eight (8) daylight hours after snowfall ends. If snow or sleet cannot be removed without causing injury to the sidewalk, Applicant shall make the public sidewalk reasonably safe for travel by covering the unremoved snow or sleet with sand, sawdust, or other substance as necessary to render safe for pedestrian travel.

6. **Noise.** Applicant shall comply with the DC Noise Control Act and DC Code § 25-725. Applicant acknowledges that noise is a critical issue for the neighborhood. Applicant will encourage employees and patrons to be considerate of residents in the neighborhood as they depart the establishment through signage or other means. Applicant shall keep doors (except for ingress and egress) and windows closed after 9:00pm if Entertainment is being offered.

7. Notice and Opportunity to Cure.

- a. In the event that either party is in breach of this Agreement, the breaching-party shall be entitled to reasonable notice and opportunity to cure in the form of thirty (30) days' notice before the non-breaching party can seek enforcement of this Agreement. If the breaching party fails to cure within thirty (30) days, (or, with respect to a breach which reasonably requires more than thirty (30) days to cure, fails to commence cure of such breach and diligently pursue such cure), then the non-breaching party shall be entitled to file a complaint with the ABC Board pursuant to DC Code § 25-447.
- b. Notice shall be provided by mail or email at the following address below:

If to Applicant: RD2 Cap Hill LLC t/a Papatella Pizza
301 Massachusetts Ave., NE
Washington, DC 20002
Attn: Cord Thomas, President
Email: cord@papatella.com
Phone: (703) 732-2673

If to ANC: Advisory Neighborhood Commission 6C
PO Box 77876
Washington, DC 20013-7787
Attn: Stephen O'Neal, ABL Committee Chair
Email: stoneal@gmail.com
Phone: (847) 334-0749

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.

- 8. Withdrawal of ABC License Protest & Support of Sidewalk Cafe Permit Application:** ANC agrees to the issuance of the license and the withdrawal of its protest upon execution of this Agreement, if this settlement agreement is incorporated into all ABC Board orders issuing, amending, or renewing the license, which order is thereby conditioned upon compliance with this agreement. ANC agrees to send a letter in support of Applicant's pending Sidewalk Cafe Permit application at the Premises (tracking #10931575) to DDOT's Public Space Committee and will otherwise refrain from making challenges to the approval and issuance of the Sidewalk Cafe Permit.

[signatures on the following page]

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

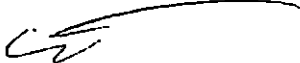
The ANC:

Advisory Neighborhood Commission 6C

By: Stephen O'Neal
Stephen O'Neal, ABL Committee Chair

APPLICANT:

RD2 Cap Hill LLC

By: 
Cord Thomas, President