

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

In the Matter of:

Kookoovaya, Inc.
t/a We, The Pizza

Applicant for Renewal of a
Retailer's Class CR License

at premises
305 Pennsylvania Avenue, SE
Washington, D.C. 20003

Case No.: 22-PRO-00057
License No.: ABRA-082062
Order No.: 2022-833

Kookoovaya, Inc., t/a We, The Pizza, Applicant

Corey Holman, Chairperson, Advisory Neighborhood Commission (ANC) 6B, Protestant

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

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

The Application filed by Kookoovaya, Inc., t/a We, The Pizza (Applicant), for renewal of its Retailer's Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on July 5, 2022, and Protest Status Hearing on August 10, 2022.

The official records of the Alcoholic Beverage Control Board (Board) reflect that the Applicant and ANC 6B have entered into a Settlement Agreement (Agreement), dated October 18, 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 Chairperson Corey Holman, on behalf of ANC 6B, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 6B of this Application.

Accordingly, it is this 26th day of October 2022, **ORDERED** that:

1. The Application filed by Kookoovaya, Inc., t/a We, The Pizza, for renewal of its Retailer's Class CR License, located at 305 Pennsylvania Avenue, SE, Washington, D.C., is **GRANTED**;
2. 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, except for the following modification:

Section 6 (Noise Mitigation) – Third paragraph shall be modified to read as follows: “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.”

The parties have agreed to this modification.

3. The Protest of ANC 6B in this matter is hereby **WITHDRAWN**;
4. This Settlement Agreement replace and supersede all previous Settlement Agreements between the Parties; and
5. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage Control Board

Signed via SeamlessDocs.com
Donovan Anderson
Key: ac4c1659b94580e46790933d1e0018

Donovan Anderson, Chairperson

Signed via SeamlessDocs.com
James Short
Key: 347ac77222a0e0c6113232662048e

James Short, Member

Signed via SeamlessDocs.com
Bobby Cato
Key: 229d3f0e1b145d7f4175d47917a204

Bobby Cato, Member

Signed via SeamlessDocs.com
Rafi Alaya Crockett, Member
Key: b552e01845e12e401d155e5c12811e

Rafi Crockett, Member

Jeni Hansen, Member

Signed via SeamlessDocs.com
Edward Grandis, Member
Key: 5c27bda7f0f040e614adeb52541ae5

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
Kookoovaya, Inc
t/a We, The Pizza

Pursuant to this Settlement Agreement, ("Agreement"), by and between Kookoovaya, Inc t/a We, The 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 conduct of business located at 305 Pennsylvania Avenue 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 its Retailers' Class "CR" License (ABRA-078027) ("License"); with a Sidewalk Café endorsement 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. However, the conditions specified in Alcoholic Beverage Control Board (ABC Board) Order 2017-020 shall remain in full force and 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") at the Premises. Applicant currently seeks a total occupancy of 134 patrons, inclusive of 118 indoor seating and 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. Hours of Operation and Alcoholic Beverage Sales, Service and Consumption. Applicant's hours of operation and alcoholic beverage sales may be changed from time to time at Applicant's discretion, or as may be otherwise permitted by its License, but in no event shall exceed or extend beyond the following:

Applicant's Hours of Operation of the Establishment shall be as follows:

Sunday:	11:00 a.m. – 12:00 a.m.
Monday through Thursday:	11:00 a.m. – 2:00 a.m.
Friday and Saturday:	11:00 a.m. – 3:00 a.m.

Applicant's Hours of Operation and Alcoholic Beverage Sales, Service and Consumption on the

Sidewalk Cafe shall be as follows:

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

Provided, however, that (1) on days designated by the 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 licenses 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 and provide entertainment until 3 a.m. Applicant must submit, as required by regulation, any forms or document to the authorizing agency for such extended hours. These extended hours are for inside the establishment.

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 and side door(s) to the curb in front and side of the Premises 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. For the storage of any residual or non-grindable food waste (garbage) and all grease.

Recyclable waste (glass, plastic, cardboard and metals that have been rendered free of food materials) shall be disposed of in sealed bags that are placed in appropriate waste receptacles capable of being sealed with closing lids and otherwise designed for that purpose. Applicant may install a compactor at the rear of the Premises provided that the material placed in the compactor shall be limited to cardboard and other recyclables that have been rendered free of organic materials. Applicant agrees to adhere to the following conditions with respect to trash management, disposal, and the sanitary maintenance of the interior trash storage room and any exterior recyclable storage area.

- a. Garbage shall be collected seven (7) days a week and recycling a minimum of 7 days per week (or such more frequent schedules as may be necessary to prevent the receptacles from exceeding their capacity). Applicant shall provide the garbage and recycling vendors with keys and/or access to interior trash storage room, as may be required to effect regular and timely collection as set forth herein.
- b. Applicant will ensure timely waste disposal that is the least disruptive to the neighbors. Garbage, recyclable, and grease collections shall not occur before 8:00 a.m. or after 10:00 p.m. No glass shall be placed in any exterior receptacle nor otherwise disposed after 10:00 p.m. or before 8:00 a.m. Any glass material needing to be recycled or otherwise disposed between 10:00 p.m. and 8:00 a.m. shall be stored inside Applicant's establishment until at least 8:00 a.m. the following day;
- c. Applicant shall ensure that trash/recyclable are kept inside the establishment until time of scheduled trash/recycling pickup. In the event that trash/recycling pickup does not take place, the trash/recycling will be taken back inside until the next pickup time.

- d. Applicant shall ensure that no recyclable waste is placed outside the establishment other than in a fully-closed receptacle. Applicant shall ensure that the lids or doors on all receptacles are fully closed at all times except while being emptied.
- e. All receptacles for recyclables or restaurant supplies such as linens or firewood that are placed on the exterior of the premises shall be secured with lids, as per their design, except while actively being stocked or emptied. Applicant shall not place recyclable waste in any receptacle in any manner that would prevent the full closure of the receptacle. Any receptacle for the restaurant shall not encroach on the abutting property.
- f. 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;
- g. All receptacles and totes 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;
- h. Applicant will daily check the full area behind the Premises including the driveway and pick up or hose down any debris or liquid waste left behind after garbage, grease or recycling receptacles have been emptied;
- i. Applicant shall power wash any area used for the storage of recyclable trash, including any waste enclosure, and the driveway no less often than once every two weeks. 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 am on weekends;
- j. Applicant shall cooperate and permit inspection of the Premises, including but not limited to the interior trash storage room, as may be reasonable pursuant to ABRA regulations or as may be reasonably requested by any authorized District of Columbia governmental entity;
- k. Applicant agrees to join in any coordinated effort with the adjacent tenants to address any rodent issues regardless of the source of such issues; and

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.

Applicant specifically agrees that it shall adhere to and be accountable under the provisions of D.C. Code §25-725 as it pertains to residential dwellings in the contiguous physical block on which the Premises are located (except for those residential dwellings located within the CHC/C2A overlay), notwithstanding the fact that such neighboring residential units may not fall within the zoning classification otherwise entitled

to enforcement of that provision under D.C. Code §25-725(b)(3). 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.

7. Odor and Emission Control. Applicant shall ensure that regularly scheduled maintenance and cleaning of the filters and related 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.

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 procedures on the interior and around the exterior of the Premises (including any exterior area used for storing recyclables). 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 landscaping steps, such as removing thick ground cover, trimming bushes, closing rat holes, and using pond stones where needed, 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 a legal loading zone at the front of the Premises while delivering restaurant supplies. In no event shall Applicant encourage or permit commercial third party vendors to park a delivery truck in the driveway at the rear of the Premises in a manner that does not maintain a clear pathway for pedestrians. Further, Applicant 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 a manner that blocks the sidewalk.

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 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.

11. Compliance with ABRA Regulations. Applicant will ensure that it abides by ABRA, Department of Consumer and Regulatory Affairs (DCRA), 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. Violations of DC Agency regulations shall constitute a violation of this Agreement.

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 30 days of the date of such notice. If Applicant fails to cure within the 30 day period (or, with respect to a breach which reasonably requires more than 30 days to cure), fails to commence the cure or diligently to pursue such cure, failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-201(c)(6).

Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and delivered via electronic mail, certified mail, return receipt requested, postage prepaid, or hand-delivered to the other party to this Agreement and the ANC Commissioner within whose Single Member District the Establishment is located. Notice shall be deemed given as of the time of receipt or refusal of receipt:

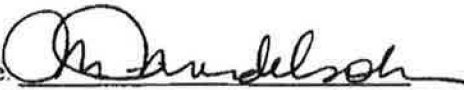
Settlement Agreement

ANC 6B

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

Applicant:


Kookoovaya, Inc
ABRA# 082062
305 Pennsylvania Avenue SE
Washington, DC 20003
Micheline Mendelsohn, Owner

Signature: 

Date: 8/7/22

ANC:

Advisory Neighborhood Commission 6B
921 Pennsylvania Avenue, SE
Washington, DC 20003
Brian Ready, Chairperson

Signature: 

Date: 10/18/22