

Government of the District of Columbia
ADVISORY NEIGHBORHOOD COMMISSION 3F
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3F01 – David Dickinson
3F02 – Carolinn Kuebler, Vice Chair
3F03 – Naomi Rutenberg, Treasurer
3F04 – Leah Frelinghuysen
3F05 – Andrea Molod, Secretary
3F06 – Monika Nemeth, Chair
3F07 – Vacant



4401-A Connecticut Ave, N.W.
Box 244, Washington, D.C. 20008
commissioners@anc3f.com
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November 22, 2019

Mr. Donovan Anderson, Chair
Alcoholic Beverage Control Board
2000 14th Street, NW, S2400
Washington, DC 20009

RE: Tesoro Trattoria & Pizzeria
4400 Connecticut Ave. NW

Dear Mr. Anderson:

At a duly noticed public meeting on Tuesday, November 19, 2019, and with a quorum present, Advisory Neighborhood Commission 3F (ANC 3F) voted unanimously (5-0-0) to adopt the attached Voluntary Agreement and not to object to the granting of a new Class "C" Restaurant stipulated liquor license.

If you have any questions or concerns regarding this matter, please contact me at monika.nemeth@anc.dc.gov. I am also the Commissioner for the Single Member District (3F06) in which this restaurant is located.

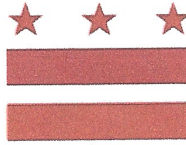
Regards,

A handwritten signature in black ink that reads "Monika Nemeth" with a long horizontal flourish extending to the right.

Monika Nemeth, Chair ANC 3F

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SETTLEMENT AGREEMENT

Made this 19th day of November, 2019, by and between Capriccio ltd T/A Tesoro Trattoria & Pizzeria (the "Applicant") and Advisory Neighborhood Commission 3F (the "ANC or "ANC 3F"),

WITNESSETH

WHEREAS, pending before the District of Columbia Alcoholic Beverage Control ("ABC") Board is Applicant's application for a Retailer's Class 'CR' liquor license for the premises known as Tesoro Trattoria & Pizzeria at premises 4400 Connecticut Avenue, NW (the "Establishment"), License Number ABRA TBD; and

WHEREAS, both Applicant and the ANC (the "parties") desire to enter into a Settlement Agreement commemorating certain understandings regarding Applicant's operating plans; and

WHEREAS, in consideration of the premises recited, and the mutual covenants and promises set forth below:

General

1. Applicant shall manage and operate a bona fide restaurant at the Establishment with an emphasis on food.
2. According to the Certificate of Occupancy, the restaurant shall have a maximum interior occupancy load of 77 with a maximum of 77 seats on the first floor. The unenclosed sidewalk café shall have a maximum of [NUMBER] seats as per the approved DDOT/PSRA Occupancy Permit.
3. The Applicant agrees that the hours of operation at the Establishment will begin no earlier and end no later than the following hours:

	<u>Inside</u>	<u>Sidewalk Cafe</u>
Sunday - Thursday	7:00 a.m. - 2:00 a.m.	7:00 a.m. - 12:00 a.m.
Friday - Saturday	7:00 a.m. - 2:00 a.m.	7:00 a.m. - 12:00 a.m.

- a) Days designated by the ABC Board as "Extended Hours for ABC Establishments" or "Daylight Savings Time Extension of Hours" - Applicant may operate for one additional hour (that is, one hour later);
 - b) In the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours for specific occasions, such as Inauguration or World Cup, Applicant may avail itself of such extended hours; and
 - c) On January 1 of each year Applicant may operate for one additional hour; and
 - d) It is understood between the parties that the above specified opening and closing times represent maximum hours and not a requirement, but may be used at the discretion of the Applicant.
4. An ABC-licensed manager or owner, conversant with all aspects of this agreement, shall be on site at the Establishment during all posted hours of operation.

Hours and Conditions of Alcohol Sales

5. Applicant's hours of sale, service, or consumption of alcoholic beverages will be entirely within the Establishment's posted hours of operation.
6. Alcoholic beverages will be served primarily in conjunction with full meal service. Patrons shall be able to purchase full meal service from the Applicant until 1 hour before closing times inside and outside the restaurant premises.
7. Applicant will not provide take-out alcoholic beverages.

Take-Out / Delivery Service

8. Applicant may provide take-out and delivery food service to patrons within a reasonable driving radius. Applicant's delivery vehicles will not impede travel lanes and public parking on the public streets and alleys around the Establishment. Should Applicant utilize a third party delivery service, Applicant will make reasonable efforts to ensure that third party delivery vehicles will not impede travel lanes and public parking on the public streets and alleys around the Establishment.

Music / Entertainment

9. Applicant shall not install or utilize any video games in the Establishment.

10. Applicant may present live or recorded music inside the Establishment during the posted hours of operation and to accompany dining, provided that no doors to the exterior of the restaurant shall be propped open at any time when live music is being played in the restaurant, except when persons are in the act of using the door for ingress to or egress from the premises.
11. Applicant may also present music outside the Establishment during the posted hours of operation of the sidewalk café and to accompany dining, provided that the noise level shall conform at all times to the District's Noise Ordinance Regulations of DC Code § 25-575 and 20 DCR 2700, et. seq.
12. In all cases, Applicant will make reasonable efforts to prevent music from the restaurant's premises, inside and outside, from becoming an unreasonable disturbance to occupants in adjacent buildings and surrounding premises.

Advertising

13. Applicant shall be prohibited from displaying any advertising banners, neon signs, or outside signage other than the sign permitted by zoning above the Establishment. Applicant shall post no signs in public space or outside the restaurant advertising liquor sales.

Public Spaces

14. Applicant shall care for the areas of public space that border the Establishment on all sides, including collection of loose trash and garbage and prompt removal of snow and ice.
15. Applicant shall comply with all aspects of the Civil Infractions Act and the litter Control Administration Act. Any alleged violations left uncorrected may be referred by ANC 3F to the appropriate agency.
16. Applicant shall have the restaurant and surrounding area properly cleaned at the end of each night to ensure there is no garbage or odor. Applicant shall respect the surrounding residential buildings and limit noise after closing hours when disposing of trash and bottles in receptacles, and ensure that trash receptacles remain closed and free of vermin at all times.
17. Applicant shall schedule garbage collection, hood cleaning, and any other activity that causes a noise disturbance at the frontage and/or in the alley/parking lot behind the Establishment only between 9:00 a.m. and 9:00 p.m., or in accordance with the relevant building lease agreement for any form of garbage collection and noise disturbance

activity. However, Applicant is permitted to receive all deliveries of food, beverages, and supplies during hours between 7:00 a.m. and 9:00 p.m. daily.

18. Applicant agrees to maintain the sidewalk café as a non-smoking outdoor space and will conform at all times to the District's Smoking Ordinance regulations of DC Code § 7-1701.

Breach of Agreement / Notifications

19. Applicant shall comply with District of Columbia Official Code Title 25 and District of Columbia Municipal Regulations Title 23 as they apply to the establishment and the laws and regulations of the District of Columbia in the operation of the Establishment.
20. The Parties agree that any failure of the Applicant to adhere to the foregoing commitments will constitute grounds for ANC 3F to file complaint with the ABC Board in accordance with DC Official Code 25-447.

THEREFORE, In consideration of and in reliance upon the commitments reflected in items 1 through 20 above, ANC 3F will advise the ABC Board that it does not oppose Applicant's pending application for the Retailer's Class 'CR' license.

IN WITNESS WHEREOF, the parties have affixed hereunto their hands and seals on the year and day first written above.

APPLICANT

ANC 3F

Signature: Ayde De Rosa

Signature: Marika Nemeth

Name: AYDE LA DE ROSA

Name: Marika Nemeth

Title: PRESIDENT / CEO

Title: Chair, ANC 3F