D.C. Board of Zoning Adjustment
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Friends of the Field	)	
	)	
	)	
Party in Opposition,	)	
	)	
v.	)	BZA Case No. 20643
	)	
The Maret School	)	
	)	
Applicant.	)	

FRIENDS OF THE FIELD'S MOTION TO STAY BZA ORDER NO. 20643

Friends of the Field ("Friends"), a party in this proceeding, has appealed the Board of Zoning Adjustment's April 12, 2023 Decision and Order granting Maret School a special exception to construct playing fields and athletic facility on land Maret leases from the Episcopal Center for Children ("ECC"). Maret has no plans to build a school on the leased property, and there is no school in operation on the leased property. Maret submitted its application for a special exception for private school use on November 1, 2021. Friends of the Field was granted party status on January 12, 2022. On March 9, 2022, the BZA conducted a hearing on the application and at its April 6, 2022 Decision Meeting, by voice vote, the BZA granted the special exception. Section 701.2 of the BZA's Regulations authorizes the BZA to stay the effectiveness of its final decision, either on its own motion or at the request of a party pending an appeal to the Court of Appeals. Unless the BZA issues a stay *sua sponte*, Section 701.3 provides that the party seeking a stay must prove that:

(a) The party seeking the stay (or, in the case of a stay to be issued on the BZA's own

motion, the party in whose favor the stay would be ordered) is likely to prevail on the merits of the motion for reconsideration or rehearing, the *sua sponte* review, or the appeal;

(b) Irreparable injury will result if the stay is denied;

(c) Opposing parties will not be harmed by a stay; and

(d) The public interest favors the granting of the stay.

We show below that Friends satisfies these requirements.

(a) Friends Is Likely to Prevail in the Court of Appeals.

(1) The BZA ignored the law in contravention of the authority of the Zoning Commission, the plain language of the Zoning Regulations, its own precedent and Court of Appeals precedent.

It is well-established in both BZA and Court of Appeals precedent that to obtain a special exception as a "private school," the applicant must either already operate or plan to operate a private school on the site. See, Neighbors on Upton Street v. District of Columbia Bd. of Zoning Adjustment, 697 A. 2d 3 (D.C. 1997). In *Neighbors on Upton Street*, the applicant sought a special exception to permit the Levine School of Music to use a 4-acre property as a private music school. The Court held that DC Zoning Regulations expressly required the BZA and the Court to look to the dictionary definition of "private school," to establish the meaning of that term, which is not defined in the Zoning Regulations. The Court affirmed the BZA's decision that proposed use of the subject site as a music school satisfied the definition of a "private school" eligible for special exception relief. In conducting its analysis, the Court found "what the record actually shows about what goes on at the Levine School on a daily basis" -- including classes, teaching, the presence of students and faculty, curricula – to be "[f]ar more significant' than the Levine School's own description of itself." *Id.* at 15.

More recently, in Youngblood v. District of Columbia Bd of Zoning Adjustment, 262 A. 3d 228 (D.C. 2021), the Court of Appeals applied the analysis of *Neighbors on Upton Street* when considering an application for a special exception as a private school. In *Youngblood*, Meridian, the applicant, sought a modification of its existing special exception for a private school, obtained some 60 years previously, to allow a new building on its campus. Petitioners, the residents of properties adjoining Meridian, argued that Meridian was *no longer* a private school at all, but rather had become a private events venue that was not eligible for a special exception to modify its existing private school plan. Petitioners further argued that the BZA's findings did not support the conclusion that Meridian was a "private school." The BZA's initial order lacked any finding that Meridian had any students, faculty, graduates, classes, or accreditation on the grounds.

The Court of Appeals determined that the BZA's findings were "inadequate to support the conclusion that Meridian is a private school," *Id.* at 231, and remanded the case to the BZA for further proceedings.[1] The Court stated:

> The record is lean, and the BZA's findings are virtually non-existent, on factors pertinent to whether Meridian is a school in any meaningful sense. There is no finding as to whether Meridien has a faculty, an enrolled student body, graduates, regularly scheduled classes, and the like. It is unclear if it is accredited as a school, charges tuition, or has a curriculum. While none of these factors is dispositive, we have previously described the inquiry into whether an organization is a school as a holistic assessment of "what goes on at [the purported school] on a daily basis." *Id.*, quoting *Neighbors on Upton Street.*

In this case, unlike in *Youngblood*, there is no private school on the site of the leased property for which Maret seeks a private school special exception. And, unlike the Levine School

[1] On remand from the Court of Appeals, the BZA affirmed its decision to grant the request for the relief stated in the original order without hearing more evidence about the applicant's daily operations as a private school. Application No. 19689-A of MIC9 Owner, LLC: Order on remand, December 14, 2022, page 6.

of Music in *Neighbors on Upton Street*, Maret has no plans to build or operate a private school, either. Maret applied for a special exception to build playing fields for its sports program. Today the leased property has no faculty, no enrolled student body, no graduates, no regularly scheduled classes; it is a piece of land where no private school will be built or operated pursuant to the special exception.

Prior to its decision in this case, the BZA has never held that a special exception for a private school can be granted for an empty field, to an applicant with no plans to build or operate a private school on the site. The BZA has granted the authority for Maret to build playing fields, and not a private school, on the leased property. In complete disregard for applicable precedent, the BZA has determined that playing fields **are** a private school. Friends will prevail in its argument that the Zoning Regulations do not permit playing fields to be built on the site by special exception simply by calling the playing fields a "private school." What the record actually shows about what will go on at the leased property on a daily basis – practices, coaching, games and athletics – and not classes, teaching, faculty, or curricula – will be "far more significant" than Maret's assertion that playing fields are a "private school." The Court of Appeals will follow its own precedent and determine that the development proposed by Maret is not a "private school" and cannot be considered a private school use under the zoning regulation.

It is irrelevant that Maret operates a private school *somewhere*.[2] In establishing the parameters for determining the presence of a "private school" in *Neighbors on Upton Street* and *Youngblood,* the Court of Appeals repeatedly referenced physical location of the school. See, *Neighbors on Upton Street, 697 A. 2d* at 15 (what goes on "at the Levine School on a daily basis

[2] Friends did not question or ask the BZA to determine whether Maret, the applicant in this case, is a private school. Friends agrees that Maret is a private school.

is more significant than the school's description of itself); *Youngblood*, 262 A. 3d at 232, 233 (in initially authorizing Meridian as a campus for a private school, the BZA described its expectations that the average number of students on Meridian's grounds; BZA approved Meridian as a private school with an average of 18-20 student-visitors who will attend classes and programs "on the site on a daily basis"). These site specific parameters have not been met here -- Maret does not operate, and has no plans to operate, a private school on the leased property. In contrast to the Levine School in *Neighbors on Upton Street*, Maret was not and is not eligible for special exception relief for a private school *on the leased property*. While the BZA devotes several pages of its Order to the proposition that the Board had a "plausible basis" to conclude that the relief requested will be sufficient to achieve the Maret's purpose, the Court of Appeals will conclude that based its decisions in *Neighbors on Upton Street* and *Youngblood*, Maret cannot build playing fields at the site by calling them a "private school."

Since no private school will operate on the leased property, Maret has not satisfied the site specific parameters established by the Court of Appeals in *Neighbors on Upton Street* and *Youngblood*. In addition, the proposed use is not permitted under the applicable Zoning Regulation. The Use Categories of Subtitle B, §200.2(k) of the Zoning Regulation define "Education, Private" as:

> (1) An educational, academic, or institutional use with the primary mission of providing education and academic instruction that provides District or state mandated basic education or educational uses.
> (2) Above uses may include, but are not limited to: accessory play and athletic areas, dormitories, cafeterias, recreational, or sports facilities.

Prior to its decision in this case, the BZA has never held that a private educational institution could build any of the uses included in §200.2(k)(2) of the regulation that were not an accessory to the educational institution that provided academic instruction. There is no legal precedent

that supports the concept that athletic areas, dormitories, cafeterias, recreational, or sports facilities can be principal private school uses. All are accessory uses.

In *National Cathedral School*, Application No. 16433, the BZA considered whether a private school's pre-existing special exception could be extended. The BZA determined that: to approve an expansion of a special exception, the use must also be **either** part of, **or** accessory to, the existing special exception principal use. *Id.* at 8, emphasis added.

The BZA found that the proposed sports field was "an extension of the principal use," *id.*, and if that characterization could not be fairly established, an accessory use. In doing so, the BZA stated that: an athletic facility is nearly always provided to students of a private school and can be characterized as customarily incidental and subordinate to a private school. *Id.* at 9.

In this case, Maret operates a private school in Woodley Park. In contrast to the site in *National Cathedral School*, the leased property that is the subject of Maret's special exception application is located in Chevy Chase, more than three miles away from Maret School. In contrast to the National Cathedral School ("NCS"), the applicant in Application No. 16433, Maret School has no existing principal use on the leased property that could be expanded. There is no private school operating on the leased property, and therefore there is no principal use to extend. Because the BZA decided *National Cathedral School* on the basis of NCS's pre-existing special exception, and Maret has no pre-existing special exception, the BZA's remarks in *National Cathedral School* about an "extension of a principal use" have no precedential value to be applied here.

In this case, the BZA has simply attempted to creat new law. The BZA has decided, contrary to precedent, that athletic areas, dormitories, cafeterias, recreational, or sports facilities *alone* can be characterized as principal private school uses. In doing so, the BZA has, in the words of the Office of the Attorney General "OAG"), "effectively amend[ed] the Zoning Regulations governing

the uses permitted in the R1-B zone," supplanting the public rulemaking process and the legal authority of the Zoning Commission. BZA Exh. 268. In its March 8, 2022 letter to the BZA concerning Maret's application, the OAG stated:

> Enabling an end-run around the plain text of the Zoning Regulation based on legal obfuscation that conflates a subsidiary use with its dominant use not only diminishes the public's faith in the zoning process by confirming that the "game is rigged" but strips the public of the procedural protections they would be entitled to if the Zoning Regulations were properly followed." *Id.*

The BZA has also abandoned its own determination in the *National Cathedral School* case that an athletic facility is "customarily incidental and subordinate to a private school." Application No. 16433, at 9. In doing so, the BZA disturbs the entire accessory use analysis it conducted in the *National Cathedral School* case, and all cases relying on it since. The BZA has adopted Maret's unprecedented and unsupported theory that "the proposed Athletic Facilities are, in fact, educational facilities – no matter how close to, or how far from, Maret's Woodley Park campus they are located." BZA Exh. 282, Applicant's Post-Hearing Statement, page 3.

Although the BZA has incorrectly held that athletic areas (and dormitories, cafeterias, recreational, or sports facilities) alone, are principal academic uses, no different from schools, the BZA does recognize that in an accessory use analysis, distance matters. The BZA determined that "the location of [Maret's] existing private school operation [is] not relevant to the Board's consideration of the relief requested…because approval of the application will allow a principal private school use at the subject property, ***not an accessory use required to be on the same lot as a principal use.***" BZA Order No. 20643, page 17 (emphasis added).

The BZA Decision and Order does not contain any accessory use analysis, nor does it cite the applicable precedent of Hilton Hotels Corp. v. District of Columbia Bd. of Zoning Adjustment, 363 A2d 670 (D.C. 1976). In *Hilton*, the Court of Appeals held that a hotel laundry facility located

a mile away from a hotel did not constitute an "accessory use," and was improper under the zoning regulations. Assuming that, as the BZA held in *National Cathedral School*, an athletic facility is customarily incidental and subordinate to a private school, i.e., is an accessory use, then an athletic facility located more than three miles away from the private school it serves (as the athletic playing fields that Maret intends to build will be) is, like the laundry in Hilton, not a permissible "accessory use."

The BZA's conclusion of law is that every word or phrase in §200.2(k)(2) of the regulation that is *not* preceded by the word "accessory," i.e., athletic areas, dormitories, cafeterias, recreational, sports facilities, is itself a principal use on the same footing as the academic uses listed in §200.2(k)(1) of the regulation. Just as the determination that playing fields are an "academic" use is unsustainable, so is the BZA's conclusion that the word "accessory," as used in Subtitle B, §200.2(k)(2), applies only to "play and athletic areas," and not to "dormitories, cafeterias, recreational, or sports facilities." And the BZA's conclusion leads to an unsustainable result: that athletic areas, dormitories, cafeterias, recreational, or sports facilities can also be considered "aspects of a principal private school use, ***not subject to restrictions on accessory uses***." BZA Order No. 20463, page 19 (emphasis added). Neither the BZA nor Maret cite any applicable BZA precedent or case law supporting this theory, because none exists.

This interpretation renders superfluous the phrase "Above uses may include, but are not limited to" in §200.2(k)(2). Fundamental principles of statutory interpretation do not support this contortion of the Zoning Code. See, Wash. Teachers' Union v. D.C. Pub. Schs., 77 A.3d 441 (2013) (in interpreting a statute as a whole, each provision of the statute should be construed so as to give effect to all of the statute's provisions, not rendering any provision superfluous). The plain language reading of the "Education, Private" definition, which gives meaning to §200.2(k)(2), is

that the word "accessory" modifies each and every one of the subordinate uses that is listed in §200.2(k)(2). To read the definition otherwise renders the concept of an "accessory use" meaningless. The BZA's interpretation also reads out of the Zoning Regulation the words "with the primary mission of providing education and academic instruction that provides District or state mandated basic education or educational uses." Simply put, athletic areas, dormitories, cafeterias and sports facilities are not schools. See, National Cathedral Neighborhood Ass'n v. D.C. Bd. of Zoning Adjustment, 753 A.2d 984, 986 (D.C. 2000) (athletic facilities, and the buildings housing them, are an adjunct to the educational mission of a school).

The BZA's interpretation will enable any applicant for a special exception to transform an accessory use into a principal use simply by calling it a "principal use," with no regard for the plain language of the regulation, or BZA or judicial precedent. Maret (or any other private school) will be able to obtain a special exception to construct a dormitory for its private school in Woodley Park on the five-acre leased property which is located 3.8 miles away. Or a special exception for a cafeteria building on the leased property, or a recreational facility such as a bowling alley or indoor climbing wall, or a sports facility such as a water park or mini-golf course.

The BZA's decision that athletics are academics will also strip the BZA itself of the ability to evaluate and opine on accessory uses. It may be true that athletics comprise an important part of the educational mission of any school, and that a school may require athletic participation as a condition of graduation, but this is irrelevant. Sleeping, eating and playing may all support an academic education; that does not make the primary mission of a dormitory, cafeteria, recreational, or sports facility academic in nature. These words with very different meanings, however the BZA's decision in this case will be relied upon as precedent that an athletic field (or a cafeteria, or recreational or sports facilities or a dormitory), is a school.

(2) The BZA ignored the law in contravention of its own precedent and that of the Court of Appeals.

There is no precedent for the BZA's decision in this case, and it is contrary to the precedents of the Court of Appeals. As such, the Party in Opposition has a high likelihood of success on the merits in its appeal of the BZA's decision.

In *National Cathedral School Neighborhood Ass'n*, the Court of Appeals affirmed the BZA's either/or analysis: Specifically, the BZA found that the facility constitutes either an extension of the principal use of the school or an "accessory use." Because the Board's finding that it is an accessory use is sustainable, we need not consider whether the facility is reasonably characterized as an extension of the principle [sic] use. *Id.* at 986.

Because the Court of Appeals decided the appeal on the basis of accessory use, the BZA's alternative "extension of a principal use" determination has no precedential value.

The BZA's decision in this case marks an extreme departure from both Application No. 16433 and the Court of Appeals' decision affirming that case on the basis of accessory use. When considering Friends' appeal, the Court will determine (1) whether a multi-sport athletic facility more than three miles from the private school it serves is consistent with the District's zoning regulations, and (2) whether a multi-sport athletic facility which will be subleased to non-school third parties for as many or more hours than it will be used by the private school is a principal educational use.

Friends' appeal will have the implicit or explicit support of the Office of the Attorney General. The Court will understand that, as the office that enforces the laws of the District and protects the interests of the District's residents, and the BZA's former counsel, the OAG has considerable expertise in interpreting the District's zoning regulations.

We hope the BZA will understand that its Order will likely be overturned by the Court.

(b) Irreparable Injury Will Result if the Stay is Denied.

Without rule of law or conditions on the special exception that mitigate objectionable conditions, the community will suffer irreparable injury.

The BZA's inconsistent application of its own precedent and disregard for applicable law deprives the public the protection of the rule of law. The BZA's conflation of a subsidiary use with its dominant use diminishes the public's faith in the zoning process and confirms that the zoning game is indeed rigged. See, BZA Exh. 268. That in and of itself is erodes faith, confidence and the promise of fair treatment under the law.

Further, the BZA's Order fails to impose adequate requirements on Maret to mitigate objectionable conditions that the construction of the playing fields by special exception will create. The zoning law requires that objectionable conditions be addressed, but few are addressed adequately in the BZA's Order. As a result, the community, in particular those residing within 200 feet of the leased property, will suffer irreparable injury. Unless a stay of the BZA's Order is granted, Maret will begin construction of the playing fields complex immediately. Maret has indicated that it plans to begin using the playing fields in the fall of 2023. Litigation in the Court of Appeals is not likely to be concluded before the playing fields start to be used. The playing fields will open for business, games will be played (they cannot be un-played) and Maret's tenants will have whatever use of the playing fields Maret allows.

It would be disingenuous of Maret and the ANC to claim that those residing within 200 feet of the leased property do not want conditions imposed to protect them. In the months preceding the March 9, 2022 BZA hearing, community members, including 4 members of Friends of the Field, worked extensively in good faith with the ANC to establish such conditions and reach a

mutually acceptable settlement with Maret to address the objectionable conditions created by the development project. The proposed conditions included: one field, no artificial turf and no leasing to outside parties. The ANC disregarded the feedback of the community, and instead created its own list of conditions, many of which were directly contrary to the input of the community. The ANC included *their* list of conditions in a Resolution supporting the special exception. BZA Exh. 233. At the conclusion of the hearing on April 6, 2022, the BZA made clear to the parties that the BZA could not include the majority of the ANC's conditions in the BZA's Order, as they were outside the BZA's authority to order. See, BZA hearing transcript April 6, 2022, page 17. However, the BZA's Order is inadequate to protect those residing within 200 feet of the leased property. In contrast to other BZA orders pertaining to private school, the Order contains no restrictions on hours of use or use by third parties. *Cf.*, *Neighbors on Upton Street* (in granting the application, the BZA imposed 20 conditions affecting the number of students, operating hours and the number and frequency of performances; the 20 conditions were in addition to concessions made by the Levine School, including reducing the size of the proposed new building and agreeing not to rent its facilities to the general public). If a stay is not granted, in addition to using the athletics fields for its own students, Maret will be able to lease the athletics fields throughout the year with no limitations. They will be open for business on Saturdays and Sundays, in complete disregard for the community.

The destruction of the property and the introduction of 3.8 acres of artificial turf will cause irreparable injury.

Since February 2023, Maret has removed more than 60 trees from the site, the majority of them healthy. Restoration of the tree canopy to its previous condition will take a century. Irreparable injury has already occurred. Maret has performed major earth-moving operations to

relocate four heritage trees and to regrade the leased property, which has a natural slope of 35', in order to clear it for construction. If the development is allowed to move forward while the appeal is pending, the legal protections of the zoning law will be rendered meaningless. No one will require the construction to be undone, the natural slope of the land cannot be restored and the community and the environment will suffer irreparable injury as a result. When Friends prevails in the Court of Appeals, it will be virtually impossible to undo Maret's construction.

The major earth moving is but the first step in Maret's construction project. Following the excavation and grading, Maret's contractors will begin to install new drainage structures to support the excess stormwater made worse by the removal of 60+ trees and natural grass, and will install approximately 3.8 acres of artificial turf. Although the District presently permits the use of artificial turf on athletic playing fields for children, it is undisputed that every form of artificial turf contains per- and polyfluoroalkyl substances, PFAS, highly toxic fluorinated chemicals that are known carcinogens. PFAS are referred to as "forever chemicals" because they accumulate in the human body and do not break down.

People playing on artificial turf come into physical contact with PFAS and breathe PFAS particles escaping from the turf. Athletes carry PFAS particles home on their athletic shoes and clothing. Maret will introduce approximately 4 acres of PFAS-containing artificial turf into the community, in close proximity to residences. Artificial turf significantly increases stormwater runoff. The PFAS in the almost 4 acres of artificial turf and infill that will be introduced into the community will leach into the water and soil, directly, and negatively affect not only those residing within 200 feet of the site, but also the entire community, the local watershed, the Potomac and Chesapeake Bay.

On March 4, 2023, the EPA proposed the first-ever national drinking water standard to limit PFAS, This is the federal government's latest action to combat PFAS pollution under its PFAS Strategic Roadmap. Our Current Understanding of the Human Health and Environmental Risks of PFAS | US EPA. The following is contained in the EPA report:

What We Know about Health Effects

Current peer-reviewed scientific studies have shown that exposure to certain levels of PFAS may lead to:

- Reproductive effects such as decreased fertility or increased high blood pressure in pregnant women.
- Developmental effects or delays in children, including low birth weight, accelerated puberty, bone variations, or behavioral changes.
- Increased risk of some cancers, including prostate, kidney, and testicular cancers.
- Reduced ability of the body's immune system to fight infections, including reduced vaccine response.
- Interference with the body's natural hormones.
- Increased cholesterol levels and/or risk of obesity.

For these reasons, 26 states have also taken action to mitigate the effects of PFAS. If the stay is not granted, PFAS will be introduced into the community, in close proximity to residences. Allowing the introduction of PFAS when there is none presently, and when there is a 100% safe alternative (natural grass) will cause irreparable injury.

Artificial turf also creates a "heat island" effect, reaching temperatures up to 85 degrees higher than natural grass in summer (when Maret plans to rent the playing fields to a children's summer camp). Athletes are 58% more likely to suffer injury on artificial turf than on natural grass.

(c) Neither the ECC, the Maret School nor the ANC Will Be Harmed by a Stay.

Although the Episcopal Center for Children is not a Party to this case, a significant portion of the public support for Maret's Off-Site Athletics Facility is based on the promise of reviving the ECC, which has been closed for four years. ECC previously represented to the community that its therapeutic program for children would re-open in the Fall of 2022. That representation did not

come to fruition, and ECC remains shuttered, with no students or teachers. Though not necessary to consider when granting the stay, it is important to note that a stay will not harm ECC. When ECC closed its school in June 2019, its students were left to find new placements and its teachers to find new jobs. No ECC students or teachers will suffer harm if the stay is granted. The institution will also not suffer harm if the stay is granted.

Maret will not be harmed by a stay because its sports teams use Maret's grounds in Woodley Park and District of Columbia facilities at Jelleff Recreation Center and Jackson-Reed High School. Maret's rights to use Jelleff extend to 2029 and its right to use Jackson-Reed athletic facilities has no termination date. Additionally, the record is clear that there are other options such as Dwight Mosley Sports Complex, the public, natural turf field on which Maret had a previous successful arrangement for its students to play, that was in effect for 6 years. A Court of Appeals ruling will certainly come well before 2029, leaving ample time for Maret to identify an alternative to the Jelleff arrangement, or, if the BZA Order is upheld, to complete construction and begin using the sports fields at the leased property.

Importantly, if construction is not stayed and the Court of Appeals overturns the Board's Order, Maret will have spent millions of dollars to construct the multi-sports complex, to the detriment of its current and future students and parents, and will be required to spend untold millions to attempt to restore the leased property to its pre-construction condition.

Although the ANC is a party to this proceeding, it has no independent interest which would be harmed by a stay.

(d) The Public Interest Favors a Stay

The public interest favors District agencies adhering to applicable and established precedents on zoning matters, adhering to their regulations, and not creating new zoning law that

contradicts established law. The public interest favors requiring playing fields and athletic areas to be constructed at the site of the academic institution they serve, so that the academic institution can adequately manage the use of its subordinate facilities and be accountable for their uses. The public interest also favors not introducing known carcinogens, that the federal government and multiple states have already restricted, into a residential community, recreational facilities for school children or the Chesapeake Bay.

Friends' arguments to the ANC and to the BZA also raised several aspirational issues. A stay will give the District time to update its regulations to protect its citizens and the environment in which they live. Current District regulations require developers to prepare for 15- year storms. Although Maret has stated that they will prepare for 25-year storms. the District has already concluded that protection from even 25-year storms is inadequate. See, The Climate Ready DC Plan | Sustainable DC. The District is actively investigating whether and how to improve stormwater management because the City has already experienced more intense storm events at more frequent intervals.

The public interest would also be served by hearing from District planners about the City's long-range needs for parks and recreation facilities. The City's Department of Parks and Recreation ("DPR") is engaged in a District-wide parks and recreation master planning effort, Ready2Play, and expects a draft of the plan to be made public in May 2023. Ready2Play will: develop a 20-year vision for DPR; take a broad look at parks and recreation throughout DC; assess trends and community needs, including equity considerations; provide a blueprint for investments and improvements; and develop a roadmap of strategies and actions. Residents will benefit from this impartial assessment of parks, sports, and recreation provision. Mayor Bowser's $19.5B FY 2023 Fair Shot Budget was characterized as "the most equitable budget in the history of the District

of Columbia." It included $13.5 million for expanded recreation," so, in the Mayor's words: "we can ensure kids in all eight wards, regardless of their families' income, can grow up with the same opportunities to play sports and enjoy the benefits of being an athlete that wealthy and middle-class children all across our country have access to." The Mayor's FY 2024 Budget includes $2.1 million in enhanced recreation opportunities for underserved areas and communities experiencing upticks in crime and underserved areas, including late night operating hours and afternoon recreational programming for children ages 3-12.

Maret and its supporters have claimed without evidence that there is a shortage of playing fields in the District, and that they would create a "wonderful benefit" for the City by allowing their off-site playing fields to be used some of the time by outside groups, while Maret would control access, use and cost. So far, discussion of the Maret ECC proposal has been dominated by private interests telling those who reside within 200 feet of the development, and the community, what is good for them.

For each of the foregoing reasons, Friends of the Field respectfully requests that the BZA stay the effectiveness of its final decision and Order pending Friends' appeal to the Court of Appeals of the BZA's decision and Order permitting Maret to construct a multi-purpose athletic facility on land Maret leases from the Episcopal Center for Children.

Submitted on May 19, 2023 by:

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CERTIFICATE OF SERVICE

I hereby certify that on May 19 , 2023, I sent a copy of the FRIENDS OF THE FIELD'S MOTION TO STAY BZA ORDER NO. 20643 to counsel for the Applicant, Paul Tummonds, via electronic mail to ptummonds@goulstonstorrs.com, to ANC 3/ 4G Chair Lisa Gore, via electronic mail to 3G01@anc.dc.gov, and to the Office of Planning, via electronic mail to jennifer.steingasser@dc.gov.

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