THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:	)	
	)	
Acqua 2 Limited Partnership I	)	
t/a Acqua al 2/Suna/Harold Black Bar	)	
	)	
Holder of a	)	
Retailer's Class CR License	)	License No. ABRA-080056
	)	Order No. 2014-011
at premises	)	
212 7th Street, S.E.	)	
Washington, D.C. 20003	)	
	)	

Acqua 2 Limited Partnership I, t/a Acqua al 2/Suna/Harold Black Bar (Licensee)

Brian Flahaven, Chairperson, Advisory Neighborhood Commission (ANC) 6B

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Mike Silverstein, Member
Herman Jones, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Acqua 2 Limited Partnership I, t/a Acqua al 2/Suna/Harold Black Bar, (Licensee), and ANC 6B have entered into a Settlement Agreement (Agreement), dated April 9, 2013, that governs the operation of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Brian Flahaven, on behalf of ANC 6B, are signatories to the Agreement.

Accordingly, it is this 8th day of January, 2014, **ORDERED** that:

1. The above-referenced Settlement Agreement submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modifications:

   Section 2 (Nature of the Business) – The first sentence shall be modified to read as follows: "The Applicant shall manage and operate at the address, a place that is regularly used for the sale and service of prepared food and alcoholic beverages."

   Section 8 (Rats and Vermin Control) – The following sentence shall be removed: "Applicant shall provide proof of its rat and vermin control contract upon the request."

   The parties have agreed to these modifications.

2. Copies of this Order shall be sent to the Licensee and ANC 6B.

District of Columbia
Alcoholic Beverage Control Board

Ruthanne Miller, Chairperson

Nick Alberti, Member

Donald Brooks, Member

Mike Silverstein, Member

Herman Jones, Member

Pursuant to D.C. Official Code § 25-433, 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 11 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, 500 Indiana Avenue, N.W., Washington, D.C. 20001. However, the timely filing of a Motion for Reconsideration pursuant to D.C. Official Code § 25-433, 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).

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 9th day of April 2013 by and betweenAcqua 2 Limited Partnership I ("Applicant"), and Advisory Neighborhood Commission 6B, (Collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant's application for a license for premises, 212 7th St, SE, Washington, DC, 20003, is now pending before the District of Columbia Alcoholic Beverage Control Board (ABC); and,

WHEREAS, the premises is within the boundaries of the ANC, and,

WHEREAS, the Parties desire to enter into an agreement governing certain understandings regarding the issue of a Retailers' Class "C" Restaurant Liquor License at the subject premises; and,

WHEREAS, the Parties are desirous of entering into a Voluntary Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to promote the peace, order and quiet of the neighborhood. Both parties recognize the importance of business neighborhoods that are safe, clean, and "pedestrian friendly".

NOW, THEREFORE, the parties agree as follows:

1. ***Recitals Incorporated.*** The recitals set forth above are incorporated herein by reference.

2. ***Nature of the Business.*** The Applicant will manage and operate a CR license at the listed address. The license shall have limited indoor seating of 150 patrons and outside (sidewalk) seating of 36 patrons.

3. ***Hours of Operation and Sales.*** The Applicant's hours of operation shall be as follows:

   Inside Services
   Sunday through Thursday: 10am to 2am
   Friday through Saturday: 10am to 3am

   Sidewalk Services
   Sunday through Saturday : 10 am to 1 am

4. ***Floors Utilized and Occupancy.*** The Applicant will operate its establishment according to the occupancy indicated on the Certificate of Occupancy issued by the Department of Consumer and Regulatory Affairs.

ADA

5. ***Sidewalk Café.*** Applicant will operate its sidewalk café in accordance with the Public Space Management Branch Certification. Applicant will direct that its employees inspect the sidewalk café on a regular basis to ensure its cleanliness.

6. ***Noise, Odor, and Privacy.*** Applicant 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.

7. ***Public Space and Trash.***

   a. Applicant shall keep their entire property and the sidewalk (up to and including the curb), any tree box(es), curb,clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed.

   b. Applicant shall ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and that no garbage is placed on the abutting property.

   c. Commercial trash pick up in residential areas takes place between 7 a.m.-7 p.m. Applicant shall not allow for its trash to be picked up outside of those hours.

8. ***Rats and Vermin Control.*** The Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract upon the request. Applicant shall maintain 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. Applicant shall have the Establishment and the area around the Premises and its dumpsters properly cleaned at the end of each night to ensure that there are not garbage and odors present the following morning.

9. ***Security Cooperation in Stemming Illegal Drugs and Public Drinking.*** Applicant agrees that it shall take all necessary steps to minimize such problems, including, without limitation, designating a sufficient number of employees to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; monitoring for and prohibiting sales or use of illegal drugs within or about the Premises, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises.

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

ADG

Applicant:

Acqua 2 Limited Partnership I
ABRA-080056
212 7th St, SE
Washington, DC 20003
Ari Gejdenson, Managing Member
(202) 538-3810

Date: 4/9/13

Advisory Neighborhood Commission 6B
Washington, DC 20003
Brian Flahaven, Chairperson
(202) 543-3344
Fax (202) 543-3507

Date: 4/12/13

THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:		
Acqua 2 Limited Partnership I t/a Suna (aka Acqua Al 2)		
Holder of a Retailer's Class CR License	License No. Order No.	ABRA-080056 2012-507
at premises 212 7th Street, S.E. Washington, D.C. 20003		

Acqua 2 Limited Partnership I, t/a Suna (Licensee)

Carol Green, Commissioner, on behalf of Advisory Neighborhood Commission (ANC) 6B

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Mike Silverstein, Member
Herman Jones, Member

ORDER ON AMENDMENT TO VOLUNTARY AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Acqua 2 Limited Partnership I, t/a Suna, (Licensee), and ANC 6B entered into a Voluntary Agreement (Agreement), dated March 13, 2012, that governs the operation of the Licensee's establishment. This matter comes now before the Board to consider the Parties' Amendment to Voluntary Agreement (Amendment), dated November 15, 2012, in accordance with D.C. Official Code § 25-446 (2001).

The official records of the Board reflect that the Parties have agreed to amend the second sentence of Section 2 (Nature of the Business) of their Voluntary Agreement, dated March 13, 2012, to read as follows: "The operation will be limited to the main and second floors and sidewalk café, with seating for 140 patrons inside and ten tables and 28 chairs on the sidewalk."

All terms and conditions of the original Agreement, not amended by the Amendment, shall remain in full force and effect.

The Amendment has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Commissioner Carol Green, on behalf of ANC 6B, are signatories to the Amendment.

Accordingly, it is this 30th day of November, 2012, **ORDERED** that:

1. The above-referenced Amendment to Voluntary Agreement, dated November 15, 2012, submitted by the Licensee and ANC 6B to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order;

2. The second sentence of Section 2 (Nature of the Business) of their Voluntary Agreement, dated March 13, 2012, shall be modified to read as follows: "The operation will be limited to the main and second floors and sidewalk café, with seating for 140 patrons inside and ten tables and 28 chairs on the sidewalk."

3. Copies of this Order shall be sent to the Licensee and ANC 6B.

District of Columbia
Alcoholic Beverage Control Board

Ruthanne Miller, Chairperson

Nick Alberti, Member

Donald Brooks, Member

Mike Silverstein, Member

Herman Jones, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), any Party adversely affected by this Order may file a Motion for Reconsideration within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14th Street, N.W., Suite 400S, Washington, D.C. 20009.

November 15, 2012

Carol Green
Chair, Alcohol Beverage Control Committee
Advisory Neighborhood Commission 6B
921 Pennsylvania Avenue SE
Washington, DC 20003

Ruthanne Miller, Chair
ABC Board
2000 14th Street NW
Washington, DC 20009

RE: Errata -- Acqua Al 2, ABRA-80056, 212 7th Street SE

Dear Ms. Miller:

On March 13, 2012, ANC 6B submitted a signed VA for this establishment, which the Board approved on June 27th, 2012. Unfortunately, it contained an error which was not apparent until the Applicant opened the upstairs portion of his establishment.

In item #2, titled "Nature of the Business," reads as follows: "The operation will be limited to the main floor and sidewalk café..." In Item #4, titled "Floors Utilized in Occupancy," however, it reads "The Applicant will operate its business on the first and second floors with a sidewalk café." Item #2 should have read, "The operation will be limited to the main ***and second floors*** and sidewalk café..."

It was my drafting error in item #2, and it needs to be corrected to eliminate the conflict. ANC6B's goal in approving this VA was to provide for upstairs seating, with 36 seats.

Please let me know how to correct this error. I can be reached at carolgreen27851@msn.com or 202-546-2051. Thank you.

Sincerely,

Carol Green

Agreed:

Date: 11/15/2012

Ari Gejdenson

THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:	)	
	)	
Acqua 2 Limited Partnership I	)	
t/a Acqua Al 2	)	
	)	
Application for Substantial Change	)	
(Include a Second Floor and	)	
Extension of Hours)	)	License No. ABRA-080056
to Retailer's Class CR License	)	Order No. 2012-300
	)	
at premises	)	
212 7th Street, S.E.	)	
Washington, D.C. 20003	)	
	)	

Acqua 2 Limited Partnership I, t/a Acqua Al 2 (Applicant)

Andrew Jared Critchfield, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 6B

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Calvin Nophlin, Member
Mike Silverstein, Member

ORDER ON VOLUNTARY AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Acqua 2 Limited Partnership I, t/a Acqua Al 2 (Applicant), and ANC 6B have entered into a Voluntary Agreement (Agreement), dated March 13, 2012, that governs the operation 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 Andrew Jared Critchfield, on behalf of ANC 6B, are signatories to the Agreement.

Accordingly, it is this 27th day of June, 2012, **ORDERED** that:

1. The above-referenced Voluntary Agreements 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 8 (Security Cooperation in Stemming Illegal Drugs and Public Drinking) – The following sentence shall be removed: "This will include providing an appropriate number of security officers, at times when the Establishment is open to the public, who shall be responsible for ensuring that any individuals who are simply loitering are asked to move along."

   The parties have agreed to this modification.

2. Copies of this Order shall be sent to the Applicant and ANC 6B.

District of Columbia
Alcoholic Beverage Control Board

Ruthanne Miller, Chairperson

Nick Alberti, Member

Donald Brooks, Member

Herman Jones, Member

Calvin Nophlin, Member

Mike Silverstein, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), any Party adversely affected by this Order may file a Motion for Reconsideration within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14th Street, N.W., Suite 400S, Washington, D.C. 20009.

ANC 6B
Capitol Hill / Southeast

DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE
REGULATION ADMINISTRATION

2012 MAR 22 P 4:45

REC'D BY

921 Pennsylvania Ave., SE
Suite 305
Washington, DC 20003
202.543.3344
FAX 202.543.3507

OFFICERS

Chairperson
Andrew Jared Critchfield

Vice Chairperson
Ivan Frishberg

Secretary
Brian Pate

Treasurer
Carol Green

Parliamentarian
Brian Flahaven

COMMISSIONERS

SMD 1 *David Garrison*
SMD 2 *Ivan Frishberg*
SMD 3 *Norman Metzger*
SMD 4 *Kirsten Oldenburg*
SMD 5 *Brian Pate*
SMD 6 *Andrew Jared Critchfield*
SMD 7 *Carol Green*
SMD 8 *Neil Glick*
SMD 9 *Brian Flahaven*
SMD 10 *Francis Campbell*

March 14, 2012

Ruthanne Miller, Chairperson
ABC Board
2000 14th Street NW
Suite 400S
Washington, DC 20009

RE: Acqua Al 2
License # ABRA-80056

Dear Ms. Miller:

At its regularly scheduled and properly noticed meeting on March 13, 2012, ANC 6B voted 9-0 to support the above referenced application for Acqua Al 2, located at 212 7th Street, SE, to make a substantial change to its liquor license.

Please find attached a Voluntary Agreement executed by both parties for your review and approval.

If you need further information, please do not hesitate to contact me.

Sincerely,

Andrew Jared Critchfield, Ph.D.
Chair

Attachment: Voluntary Agreement

VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT is dated on the 13th day of March, 2012 by and between Acqua 2 Limited Partnership, dba Acqua Al 2, Applicant, and Advisory Neighborhood Commission 6B.

W I T N E S S E T H

WHEREAS, Applicant has applied for a substantial change to expand the hours and add the second floor to the Class C Restaurant License, # ABRA 80056, for premises at 212 7th Street, SE, Washington, DC, 20003, which is now pending before the District of Columbia Alcoholic Beverage Control Board (ABC); and,

WHEREAS, the premises is within the boundaries of the ANC, and,

WHEREAS, the Parties desire to enter into an agreement governing certain understandings regarding the issue of a Restaurant Class C License at the subject premises; and,

WHEREAS, the Parties are desirous of entering into a Voluntary Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to promote the peace, order and quiet of the neighborhood. Both parties recognize the importance of business neighborhoods that are safe, clean, and "pedestrian friendly".

NOW, THEREFORE, the parties agree as follows:

1. ***Recitals Incorporated.*** The recitals set forth above are incorporated herein by reference.

2. ***Nature of the Business.*** The Applicant will manage and operate a CR license at the listed address, serving Northern Italian food. The operation will be limited to the main floor and sidewalk café, with seating for 140 patrons inside and ten tables and 28 chairs on the sidewalk.

3. ***Hours of Operation and Sales.***

   The Applicant's hours of operation for the sidewalk café and the indoor premises shall be as follows:

   Sunday – Thursday 10:00 a.m. – 2:00 a.m.
   Friday – Saturday 10:00 a.m. – 3:00 a.m.

4. ***Floors Utilized and Occupancy.*** The Applicant will operate its establishment on the first and second floors with a sidewalk café. Seating will not exceed 104 on the first floor, 36 seated patrons on the second floor , and 28 patrons on the sidewalk café. Applicant will ultimately adhere to the COO provided by DCRA, but will not exceed the herein stated seating. No patrons will be allowed in the garden, nor will the area (approximately 312 square feet total, currently used for storage) to the rear of the 2nd floor be open to patrons.

5. ***Sidewalk Café.*** Applicant will provide a sidewalk café with seating for no more than 28 patrons. The sidewalk café must maintain proper spacing (10 from the curb and 6 feet from the treebox) to allow for adequate pedestrian passage on the sidewalk.

5. ***Noise and Privacy.*** 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 noise and vibration from the Establishment are not audible outside the establishment at any time. Applicant will not operate the premises as a nightclub, dance venue, or similar venue.

6. ***Public Space and Trash.*** Applicant shall keep the sidewalk (up to and including the curb), tree box(es), curb, and alley clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed. Applicant shall add additional trash receptacles as needed to prevent overflow and ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and that no garbage is placed on the abutting property. Commercial trash pick up in residential areas will only take place between 7 a.m.-9 p.m.

7. ***Rats and Vermin Control.*** The Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract upon the request of the Board. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure no garbage and odors are present the following morning.

8. ***Security Cooperation in Stemming Illegal Drugs and Public Drinking.*** Applicant agrees that it shall take all necessary steps to minimize such problems, including, without limitation, designating a sufficient number of employees to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; monitoring for and prohibiting sales or use of illegal drugs within or about the Premises, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur.

Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises. This will include providing an appropriate number of security officers, at all times when the Establishment is open to the public, who shall be responsible for ensuring that any individuals who are simply loitering are asked to move along.

Applicant shall install signs at the rear of the property to discourage truck loading and unloading in the North-South Alley.

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

Applicant: Acqua 2 Limited Partnership
212 7th Street, SE
Washington, DC 20003
Attn: Ari Gejdenson
Phone: 2/538-3810
Fax 2/223-3611

By _____ Signature)
Ari Gejdenson
Managing Member
Ari's Diner LLC
General Partner

ANC:

Advisory Neighborhood Commission
921 Pennsylvania Ave, SE
Washington, DC 20003
Andrew Jared Critchfield, Chairperson
(202) 543-3344
Fax (202) 543-3507

_____ (Signature)

THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:		
Acqua 2 Limited Partnership I t/a Acqua Al 2		
Holder of a Retailer's Class CR License	License No. Order No.	ABRA-080056 2011-412
at premises 212 7th Street, S.E. Washington, D.C. 20003		

Acqua 2 Limited Partnership I, t/a Acqua Al 2 (Licensee)

Neil Glick, Chairperson, Advisory Neighborhood Commission (ANC) 6B

BEFORE: Nick Alberti, Interim Chairperson
Donald Brooks, Member
Herman Jones, Member
Calvin Nophlin, Member
Mike Silverstein, Member

ORDER ON VOLUNTARY AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Acqua 2 Limited Partnership I, t/a Acqua Al 2 (Licensee) and ANC 6B entered into a Voluntary Agreement (Agreement), dated June 8, 2010, that governs the operation of the Applicant's establishment. This matter comes now before the Board to consider the Parties' Agreement, in accordance with D.C. Official Code § 25-446 (2001

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Neil Glick, on behalf of ANC 6B, are signatories to the Agreement.

Accordingly, it is this 28th day of September 2011, **ORDERED** that:

1. The above-referenced Voluntary Agreement submitted by the Licensee and ANC 6B to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED**; and

2. Copies of this Order shall be sent to the Licensee and ANC 6B.

District of Columbia
Alcoholic Beverage Control Board

Nick Alberti, Interim Chairperson

Donald Brooks, Member

Herman Jones, Member

Calvin Nophlin, Member

Mike Silverstein, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), 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.

VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT is dated on the 8th day of June, 2010 by and between Acqua 2 Limited Partnership, dba Acqua Al 2. Applicant, and Advisory Neighborhood Commission 6B.

W I T N E S S E T H

WHEREAS, Applicant has applied for a substantial change to add a sidewalk café to the Class C Restaurant License, # ABRA 80056, for premises at 212 7th Street, SE, Washington, DC, 20003, which is now pending before the District of Columbia Alcoholic Beverage Control Board (ABC); and,

WHEREAS, the premises is within the boundaries of the ANC, and,

WHEREAS, the Parties desire to enter into an agreement governing certain understandings regarding the issue of a Restaurant Class C License at the subject premises; and,

WHEREAS, the Parties are desirous of entering into a Voluntary Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to promote the peace, order and quiet of the neighborhood. Both parties recognize the importance of business neighborhoods that are safe, clean, and "pedestrian friendly".

NOW, THEREFORE, the parties agree as follows:

1. ***Recitals Incorporated.*** The recitals set forth above are incorporated herein by reference.

2. ***Nature of the Business.*** The Applicant will manage and operate a CR license at the listed address, serving Northern Italian food. The operation will be limited to the main floor and sidewalk café, with seating for 104 patrons inside and ten tables and 28 chairs on the sidewalk.

3. ***Hours of Operation and Sales.***

   The Applicant's hours of operation for the sidewalk café and the indoor premises shall be as follows:

   Monday – Sunday 10:00 a.m. – 1 a.m.

4. ***Floors Utilized and Occupancy.*** The Applicant will operate its establishment on main floor with a sidewalk café. Seating will not exceed 104 patrons inside the restaurant, and 28 patrons on the sidewalk café.

5. ***Sidewalk Café.*** Applicant will provide a sidewalk café with seating for no more than 28 patrons. Applicant agrees that it shall not seek to expand the capacity of the sidewalk café without amendment of this Agreement. The sidewalk café must maintain proper spacing (10 from the curb and 6 feet from the treebox) to allow for adequate pedestrian passage on the sidewalk.

5. ***Noise and Privacy.*** 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 noise and vibration from the Establishment are not audible outside the establishment at any time. Applicant will not operate the premises as a nightclub, dance venue, or similar venue.

6. ***Public Space and Trash.*** Applicant shall keep the sidewalk (up to and including the curb), tree box(es), curb, and alley clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed. Applicant shall ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and that no garbage is placed on the abutting property. Commercial trash pick up in residential areas will only take place between 7 a.m.-9 p.m.

7. ***Rats and Vermin Control.*** The Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract upon the request of the Board. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure no garbage and odors are present the following morning.

8. ***Security Cooperation in Stemming Illegal Drugs and Public Drinking.*** Applicant agrees that it shall take all necessary steps to minimize such problems, including, without limitation, designating a sufficient number of employees to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; monitoring for and prohibiting sales or use of illegal drugs within or about the Premises, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur.

Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises. This will include providing an appropriate number of security officers, at all times when the Establishment is open to the public, who shall be responsible for ensuring that any individuals who are simply loitering are asked to move along.

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

Applicant: Acqua 2 Limited Partnership
212 7th Street, SE
Washington, DC 20003
Attn: Ari Gejdenson
Phone: 2/538-3810
Fax" 2/223-3611

By _____ Signature)
Ari Gejdenson
Managing Member
Ari's Diner LLC
General Partner

ANC: Advisory Neighborhood Commission
703 D Street, SE
Washington, DC 20003
Neil Glick, Chairperson
(202) 543-3344
Fax (202) 543-3507

for

_____ (Signature)

THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:	)	
	)	
Acqua 2 Limited Partnership I	)	
t/a Acqua Al 2	)	
	)	
Holder of a Retailer's	)	License No. 80056
Class CR License	)	Order No. 2008-011
at premises	)	
	)	
212 7th Street S.E.	)	
Washington, D.C. 20003	)	
	)	

Acqua 2 Limited Partnership I t/a Acqua Al 2, Licensee

Julie Olson, Chairperson, Advisory Neighborhood Commission 6B

BEFORE: Peter B. Feather, Chairperson
Mital M. Gandhi, Member
Nick Alberti, Member
Charles Brodsky, Member
Donald Brooks, Member
Herman Jones, Member

ORDER ON VOLUNTARY AGREEMENT

The official records of the Alcoholic Control Board (Board) reflect that Acqua 2 Limited Partnership I t/a Acqua Al 2 (Licensee), holder of a Retailer's Class CR license, located at 212 7th Street S.E., Washington D.C., and Julie Olson, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 6B, (collectively, the Parties) have entered into a Voluntary Agreement (Agreement) dated November12, 2008 setting forth the terms and conditions that govern the operation of the Licensee's establishment.

The Agreement authorizes hours of operation and hours of sale and service of alcoholic beverages from 10:00 a.m. to 1:00 a.m., Monday through Sunday. The Agreement has been reduced to writing and has been properly executed and filed with the Board. Both the Applicant and Commissioner Olson are signatories to the Agreement.

Accordingly, it is this 14th day of January 2009, **ORDERED** that:

1. The above-referenced Voluntary Agreement between Acqua 2 Limited Partnership I t/a Acqua Al 2 located at 212 7th Street, S.E., Washington, D.C., and ANC 6B to govern the operations of the Licensee's establishment is **APPROVED;**

2. This Agreement is **INCORPORATED** as part of this Order; and

3. Copies of this Order shall be sent to the Licensee and to ANC 6B.

District of Columbia
Alcoholic Beverage Control Board

Peter B. Feather, Chairperson

Mital M. Gandhi, Member

Nick Alberti, Member

Charles Brodsky, Member

Donald Brooks, Member

Herman Jones, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), 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, 941 North Capitol Street, N.E., Suite 7200, Washington, D.C. 20002.

VOLUNTARY (COOPERATIVE) AGREEMENT

THIS VOLUNTARY AGREEMENT ("Agreement") is made on this 12th day of November 2008 by and between Acqua 2 Limited Partnership I, t/a Acqua Al 2 ("Applicant"), and Advisory Neighborhood Commission 6B, Collectively, the "Parties").

W I T N E S S E T H

WHEREAS, Applicant's application for a Retailers' Class "CR" license with an for premises, 212 7th Street, SE, Washington, DC, 20003, is now pending before the District of Columbia Alcoholic Beverage Control Board (ABC); and,

WHEREAS, the premises is within the boundaries of the ANC, and,

WHEREAS, the Parties desire to enter into an agreement governing certain understandings regarding the issue of a Retailers' Class "CR" Liquor License at the subject premises; and,

WHEREAS, the Parties are desirous of entering into a Voluntary Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to promote the peace, order and quiet of the neighborhood. Both parties recognize the importance of business neighborhoods that are safe, clean, and "pedestrian friendly".

NOW, THEREFORE, the parties agree as follows:

1. ***Recitals Incorporated***. The recitals set forth above are incorporated herein by reference.

2. ***Nature of the Business.*** The Applicant will manage and operate a CR license. The license covers the main floor only. There will be no DJ or dancing on the premises. There will be no cover charge at the door. Any change from this model shall be considered by both Parties to be a substantial change in operation of great concern to residents and requires prior approval by the ABC Board.

3. ***Hours of Operation and Sales.*** The Applicant's hours of operation shall be as follows:

   Monday through Sunday 10 AM – 1 AM

4. ***Floors Utilized and Occupancy.*** At this time, the agreement with the Applicant pertains solely to operate its establishment on the main foor of the building. The Establishment will have no more than 104 patrons

5. ***Sidewalk Café.*** Applicant has not applied to serve alcoholic beverages on the sidewalk area, at this time.

6. ***Noise and Privacy.*** 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 within the adjacent residential properties. Applicant agrees to keep its doors and windows closed when live music is being played at the establishment. 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 ensure timely disposal that is the least disruptive to the neighbors. Commercial trash pick up in residential areas takes place between 7 a.m.-7 p.m.

7. ***Public Space and Trash.*** Applicant shall keep the sidewalk (up to and including the curb), tree box(es), curb, and alley clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed. The Applicant agrees to obtain a dumpster to be placed in the rear of the building. Applicant shall ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and that no garbage is placed on the abutting property. Applicant will ensure timely disposal that is the least disruptive to the neighbors. Commercial trash pick up in residential areas takes place between 7 a.m.-7 p.m.

8. ***Rats and Vermin Control.*** The Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract upon the request of the Protestants. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there are not garbage and odors present the following morning.

9. ***Security Cooperation in Stemming Illegal Drugs and Public Drinking.*** Applicant agrees that it shall take all necessary steps to minimize such problems, including, without limitation, designating a sufficient number of employees to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; monitoring for and prohibiting sales or use of illegal drugs within or about the Premises, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises. This will include providing an appropriate number of security officers, at all times when the Establishment is open to the public, who shall be responsible for ensuring that any individuals who are simply loitering are asked to move along.

10. ***License Ownership and Compliance with ABRA Regulations.*** Applicant promises that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees. Applicant also specifically agrees to be the sole owner of the ABC license.

11. ***Participation in the Community.*** Applicant agrees to seek to maintain open communication with the Protestants, and the community for which the ANC acts. To this

end, Applicant shall from time to time be represented at ANC 6B public meetings, which currently occur on the second Tuesday of each month at 7 p.m. at the Old Naval Hospital, 921 Pennsylvania Avenue, SE, Washington, D.C. 20003. Applicant, upon notice from the ANC, shall send a representative of the Establishment to a meeting(s) to confer and deal in good faith with issues raised under 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 provide for a cure within 30 days of the date of such notice. If Applicant or the licensee 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 cure of such breach and diligently pursues such cure) failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt.

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

Applicant: Acqua 2 Limited Partnership I
212 7th Street, SE
Washington, DC 20003
Attn: Ari Gejdenson
P: (202) 538-3810
Fax (202) 223-3611

by: _____
Ari Gejdenson
Managing Member
Ari's Diner LLC,
General Partner

ANC: Advisory Neighborhood Commission
921 Pennsylvania Avenue, SE
Washington, DC 20003
Attn: ANC Chair
(202) 543-3344 Fax (202) 543-3507

By: _____
Julie Olson, Chair