

BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:)
)
BRBB Associates, LLC)
T/a Bella Roma/Barbarella)
)
Application for a Retailer's)
Class CR - new)
at premises)
)
3155 Mount Pleasant Street, NW)
Washington, DC)
)

Case No. 50096-00126P

Bill Mosley, Chair, Advisory Neighborhood Commission (ANC) 1E, Signatory

Andrew J. Kline, Esquire, on behalf of Applicant

**BEFORE: RODERIC L. WOODSON, ESQUIRE, CHAIR
VERA ABBOTT, MEMBER
CHARLES BURGER, MEMBER
LAURIE COLLINS, MEMBER
JUDY MOY, MEMBER
ELLEN OPPER-WEINER, ESQUIRE, MEMBER
AUDREY THOMPSON, MEMBER**

ORDER ON VOLUNTARY AGREEMENT

This matter came before the Board for approval on September 28, 2000. The signatory to the attached voluntary agreement, dated September 22, 2000, submitted the agreement to the Board in accordance with 23 DCMR Section 1513 (June 1997).

Having determined that the modified agreement complies with all applicable laws and regulations, and that the applicant otherwise qualifies for licensure, the Board hereby does this 2nd day of May 2001, **APPROVES** the license application conditioned on the Applicant's compliance with the terms of the voluntary agreement and **INCORPORATES** the text of the same into the Order.

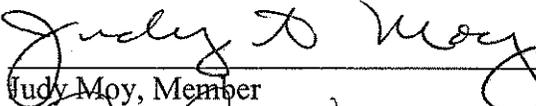
DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL
BOARD

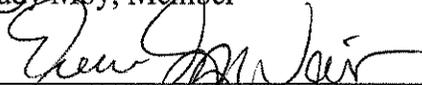
Roderic L. Woodson, Esquire, Chair

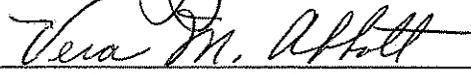
Vera Abbott, Member


Charles Burger, Member

not voting
Laurie Collins, Member


Judy Moy, Member


Ellen Opper-Weiner, Esquire, Member


Audrey Thompson, Member

50096

VOLUNTARY AGREEMENT BETWEEN BRBB ASSOCIATES LLC AND MOUNT PLEASANT NEIGHBORHOOD ALLIANCE

WHEREAS, BRBB Associates, LLC ("Licensee") has applied for an ABC Class CR license for the premises located at 3155 Mount Pleasant Street, N.W., Washington, D.C. ("establishment"), Case No. 50096; and

WHEREAS, Mount Pleasant Neighborhood Alliance ("MPNA") has filed a protest to the issuance of the license; and

WHEREAS, the parties have discussed the concerns of the neighborhood and have reached an understanding relating to the operation of the establishment and cooperative efforts of the Licensee and MPNA;

NOW, THEREFORE, in consideration of the agreements set forth herein, MPNA agrees to withdraw its protest and support the award of Licensee's application, and Licensee and MPNA agree to comply with the terms of the Agreement as set forth hereinafter.

A. Licensee agrees:

1. Licensee shall comply with all laws and regulations governing the operation of the establishment, including laws and regulations governing the Class CR license to which this agreement applies, as applied for and approved by the District of Columbia in the name of Licensee.
2. Licensee shall trade under the names "Bella Roma" and "Barbarella" or such other trade names as approved by the District of Columbia Alcoholic Beverage Control ("ABC") Board. All advertising shall include both trade names, including Bella Roma in at least fourteen (14) point font, provided, however, that Licensee may have separate trade name signs on the outside of the building. If the Licensee chooses to distribute information to residences or other businesses, it will do so using the postal service or will put information directly in mailboxes or mail slots; specifically, Licensee will not place flyers or similar information sheets on cars, in residents' railings, or in other places where they might fly away and become litter on the streets. Licensee will not deliver bundles of flyers to apartment buildings or dormitories.
3. Licensee shall permit no live music, cover charges nor charges for admission to the establishment, and shall not provide an atmosphere for dancing, or a dance floor for dancing, or permit the moving of tables and chairs for the purpose of dancing.
4. Licensee, its officers and employees, shall cooperate with the Advisory Neighborhood Commission 1-E ("ANC"), and/or MPNA to address any alleged violation of the laws and regulations referred to in Paragraph A above and in any request that the appropriate enforcement agency investigate an alleged violation.

5. Licensee will not serve alcoholic beverages after the following hours: 2:00 a.m. on Monday through Friday (which will be the closing times for business days Sunday through Thursday), and 3:00 a.m. on Saturday and Sunday (which will be the closing times for business days Friday and Saturday). There will be a last call for alcoholic beverages thirty (30) minutes prior to those hours, at which time the limit on service will be one drink per person. Licensee further agrees that it will keep the kitchen open in the establishment to serve food until 1:00 a.m. on all days of the week.
6. Licensee, in cooperation with MPNA, shall support community organizations, which seek to alleviate alcohol abuse problems, by participation in meetings and programs, and by other assistance as the circumstances may warrant.
7. Licensee agrees that Licensee is the true and actual owner of the establishment for which the license is sought; that Licensee intends to carry out the business in the establishment for itself and not as the agent of any other individual, partnership, association or corporation not identified in the application; and that the establishment shall be managed by Licensee's principals in person or by a manager approved by the ABC Board.
8. Licensee shall undertake a leadership role in the Mount Pleasant business community in an effort to enlist wider business support for clean-up, responsible alcohol service, support of alcohol abuse prevention organizations, and law enforcement activities, including supporting efforts to supplement current efforts to hire private trash services to keep Mount Pleasant Street clean on a daily basis. This role may include, but is not limited to, active participation by principals of licensee in Police Service Area ("PSA") meetings, and consultation with MPNA and the ANC when such participation and consultation are reasonably requested by such organizations.

Licensee further agrees to provide financial support for efforts to hire private trash services to keep Mount Pleasant Street clean on a daily basis if all other Class C licensee's on Mount Pleasant Street so agree.

9. Licensee shall notify MPNA of any application to transfer the license not less than three (3) weeks prior to filing such application with the ABC Board.
10. Licensee shall use reasonable means to highlight the upstairs restaurant operation by, including but not limited to, creating an exterior sign for Bella Roma that is larger than the sign for Barbarella, posting an arrow or some other directional indicator showing that the entrance to Bella Roma is upstairs, and posting a menu prominently outside the entrance so that customers will be attracted primarily to the upstairs restaurant facility.
11. Licensee intends to market its business primarily to residents in the neighborhood and surrounding areas. Licensee agrees to use all its best efforts to provide valet parking for its customers and agrees to continue the process it has already begun in exploring possible parking locations for valet parking. Licensee shall, if necessary, assist an owner of a potential parking location in the acquisition of an appropriate Certificate of Occupancy so that Licensee may use that location.

12. Licensee shall keep the public space in front and rear of the establishment free of debris and trash, and at the close of each business day, Licensee shall sweep, remove litter from, and wash the area extending from the establishment's storefront to the curb. Notwithstanding the above, washing will not be required if weather conditions in winter would result in unsafe icy conditions on the sidewalk.
13. Licensee further agrees to power wash the sidewalk in front of the establishment at least once each month except if weather conditions in winter would result in unsafe icy conditions on the sidewalk.
14. Licensee shall maintain trash, garbage and recycle material storage facilities in which all containers have lids which are kept securely closed at all time, which containers shall be sufficient to contain all trash, garbage and recycle materials generated by the establishment.
15. Licensee shall recycle glass and metals and shall place such recycle materials in the appropriate storage containers pursuant to paragraph 14 only between the hours of 9:00 a.m. and 9:00 p.m.
16. Licensee shall assure that trash, garbage, and recycle materials are collected by a trash contractor at least three times per week, and only during the hours between 9:00 a.m. and 9:00 p.m.
17. Licensee shall discourage loitering in front of the establishment and will call the police when it becomes aware that loitering is occurring in front of the establishment. Licensee agrees to continue working with the police to determine if a letter from the owner on file at the premises is sufficient to authorize the police to enforce a no-loitering policy. If the police determine that a letter from the owner is not sufficient, Licensee agrees to place a "no loitering" sign on the premises.
18. Licensee shall post signs in the establishment in both English and Spanish requesting its patrons to maintain quiet when exiting the premises.
19. Licensee shall work cooperatively with MPNA to improve the overall environment on Mount Pleasant Street to make it a more pleasant and safe area for residents, customers and businesses.

Licensee further agrees to provide financial support to hire a private security firm to implement security patrols on Mount Pleasant Street to promote order maintenance, if all other Class B and Class C licensees on Mount Pleasant Street so agree.

Licensee further agrees to continue its efforts to organize business owners on Mount Pleasant Street to establish a Business Improvement District in Mount Pleasant to help ensure safe, clean streets in Mount Pleasant.

20. Licensee shall not knowingly sell or deliver alcoholic beverages to any intoxicated person, or to any person of intemperate habits or to any person who appears to be intoxicated. A person of intemperate habits shall be defined as any person arrested by the Metropolitan Police for any alcohol-related crime three times or more in any one year and who has been so identified to the Licensee by the Metropolitan Police by giving a photo and name to the Licensee.
21. Licensee shall not sell or deliver alcoholic beverages to any person or persons under the age of 21, and shall prominently display the fact that such sales are prohibited and that patrons are subject to being asked to produce valid proof of age.
22. Licensee shall not place any alcoholic beverage signage/advertising in any window of the establishment, hang any banner outside the establishment that is not authorized by permit, nor obscure the windows of the establishment in such a manner as to eliminate the ability of those outside to see into the establishment from the street.
23. Licensee shall not sell or deliver alcoholic beverages to anyone accompanying a person who has been denied service if there is an apparent attempt to deliver the alcoholic beverage to the person who has been denied service. Licensee shall not seat patrons who are not consuming food at any table of the establishment. However, in the event that a group of patrons at any single table is not consuming food, they may continue to be seated at that table so long as at least one member of the group has ordered or consumed food.
24. Licensee shall not provide "go-cups" to customers. A "go-cup" is defined in Section 709.7 of the ABC regulations as a "drinking utensil provided at no charge or a nominal charge to customers for the purpose of consuming beverages."
25. After six (6) months from receiving its license, the Licensee shall meet with the MPNA to determine whether the premises is appropriate for the operation of a sidewalk cafe. MPNA shall agree that Licensee may begin operating a sidewalk cafe and shall not oppose a public rental permit application by Licensee if the Licensee has operated the establishment in a reasonable manner, based upon the following criteria: number of calls to police for problems occurring in the 3100 block of Mt. Pleasant Street for this six-month period compared to the same six-month period during the previous two years; continued operation of the upper level of the establishment as a "white tablecloth and candles" environment; no violations of the Licensee's license; continued operation of the establishment in conformance with the provisions of this Voluntary Agreement. If MPNA and the Licensee can not agree as to whether the Licensee has operated the Establishment in a reasonable manner as provided in this subsection, the parties may request a determination from the Alcoholic Beverage Control Board. As the Licensee's intent to operate a sidewalk cafe was disclosed in its initial application for licensure, the addition of a sidewalk cafe shall not be deemed a substantial change in Licensee's operation.

26. If a sidewalk cafe is operated, Licensee shall require customers at the outdoor cafe to order meals and shall require that the food order must be a minimum food order of seven (7) dollars per person; Licensee shall clearly advertise this requirement to its customers. The outdoor cafe shall close at 10:00 p.m. on Friday and Saturday evenings and at 9:00 p.m. on Sunday through Thursday evenings. Licensee agrees to work closely with MPNA to design the layout of the tables, the design and size of the borders around the seating area, and other appropriate design components of the cafe. Licensee agrees to meet with MPNA whenever requested to discuss any problems or issues that arise as a result of the operation of the sidewalk cafe.
27. Licensee shall assure that all alcoholic beverage serving staff receive appropriate training in the sale, service and handling of alcoholic beverages from a provider approved by the ABC Board. Licensee shall also assure that the ABC Board approved manager or approved corporate officer on duty in the establishment has received training from a provider approved by the ABC Board, and is displaying identification as an ABC approved manager. All serving and supervisory staff shall receive refresher courses of such training annually. Any new employee shall receive server training within 60 days of starting employment.
28. Licensee shall not serve pitchers or offer any promotion of alcohol for free or two-for-one alcoholic beverages.
29. Licensee shall have the same menu available for the same hours in the entire premises (both first and second floors).
30. Licensee shall not sell, deliver or allow consumption of alcohol before or after legal hours of sale, as modified by this Voluntary Agreement.
31. Licensee shall meet quarterly with a representative of MPNA to discuss issues and solutions to problems concerning the operation of the establishment in the neighborhood, if so requested by MPNA.

B. MPNA Agrees:

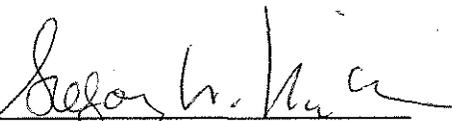
1. MPNA shall support award of the Licensee's ABC license in consideration of agreement to these provisions.
2. MPNA shall work with the Metropolitan Police to eliminate illegal alcohol sale and consumption and loitering in Mount Pleasant.
3. MPNA shall not oppose the Licensee's application for a public space permit as provided in Section 1Y above.
4. MPNA shall meet with the Licensee at Licensee's request to discuss and resolve matters of mutual concern. MPNA shall work in good faith to obtain Voluntary Agreements with all other Class C establishments in the Mount Pleasant area upon substantially similar

terms, and it agrees to actively pursue protest actions against any establishment that refuses to comply with the restrictions set forth herein. Protest actions may or may not include MPNA to act as a party to a protest hearing involving such other establishments.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year stated below.

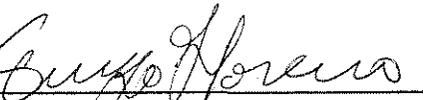
FOR LICENSEE:

BRBB ASSOCIATES, LLC
HNW ASSOCIATES, LLC
MEMBER

BY: 
Gregory Nicklas, Member

DATE: 4/18/01

EA ASSOCIATES
MEMBER

BY: 
Vincenzo Floreno, Member

DATE: 4/19/2001

BY: 
Adriana Murillo, Member

DATE: 04/18/01

FOR PROTESTANT:

MOUNT PLEASANT
NEIGHBORHOOD ALLIANCE

BY: 

TITLE: President

DATE: 8-May-2001

ABRA
5/9/01 - 8:40 AM
Cst

Mount Pleasant Neighborhood Alliance

P.O. BOX 21554 • WASHINGTON, DC • 20009
PHONE: (202) 246-5113 • FAX: (202) 265-4032

May 9, 2001

Via Hand Delivery

Mr. Roderick Woodson, Chair
Alcoholic Beverage Control Board
Business Regulation Administration
Department of Consumer and Regulatory Affairs
941 North Capitol Street, NE
Washington, DC 20002

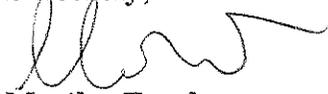
RE: BRBB Associates LLC t/a Bella Roma/Barabella
3155 Mt. Pleasant St., N.W.
Application for New Class CR License
Application No. 50096

Dear Ladies and Gentlemen:

Enclosed you will please find a fully executed copy of the Voluntary Agreement between the Mount Pleasant Neighborhood Alliance and BRBB Associates LLC which was revised pursuant to the comments of the Board.

Please do not hesitate to contact me if you should have any questions.

Sincerely,



Marika Torok
President

Enclosure

2000-9-28-001

#50094



MOUNT PLEASANT ADVISORY NEIGHBORHOOD COMMISSION

(ANC 1-E)
P.O. Box 43529
WASHINGTON, D.C. 20010
(202)462-3595

September 23, 2000

2000 SEP 28 AM 9:31

Ms. Laura Byrd
Alcoholic Beverage Control Board
Business Regulation Administration
Department of Consumer and Regulatory Affairs
941 North Capitol St. NE
Washington, DC 20002

Dear Ms. Byrd:

Enclosed is a voluntary agreement approved by ANC 1E on September 11, 2000 between Advisory Neighborhood Commission 1E and BRBB Associates, LLC, T/A Bella Roma, Case. No. 50096, and signed on September 21 and 22.

With the adoption of this agreement, ANC 1E supports the applicant's request for an ABC license. We request that this agreement be made part of the license once it is granted.

Sincerely,

Bill Mosley
Chair, ANC 1E

<i>Lester Cuffie</i>	<i>Jacques Rondeau</i>	<i>Gwen Davidow</i>	<i>Laurie Collins</i>	<i>Aminyah Muhammad</i>	<i>Bill Mosley</i>
SMD 1E01	SMD 1E02	SMD 1E03	SMD 1E04	SMD 1E05	SMD 1E06

50096

VOLUNTARY AGREEMENT BETWEEN BELLA ROMA, INC. AND THE MOUNT PLEASANT ADVISORY NEIGHBORHOOD COMMISSION

Whereas, BRBB Associates, LLC, T/A Bella Roma ("Licensee") has applied for an ABC Class CR license for the premises located at 3155 Mount Pleasant Street, N.W., Washington, D.C. ("establishment"), Case No. 50096 and

Whereas, the parties have discussed the concerns of the neighborhood and have reached an understanding relating to the operation of the establishment and cooperative efforts of the Licensee and ANC 1E.

Therefore, in consideration of the agreements set forth herein, ANC 1E agrees to support award of Licensee's application and Licensee agrees to comply with the terms of the Agreement as set forth hereinafter.

Licensee agrees:

- A. That Licensee will comply with all laws and regulations governing the operation of the establishment, including laws and regulations governing the Class CR license to which this agreement applies, as applied for and approved by the District of Columbia in the name of Licensee.
- B. It is understood and agreed that Licensee will permit no live music, cover charges or charges for admission to the establishment, and shall not provide a dance floor for dancing.
- C. That Licensee, its officers and employees, will cooperate with the Advisory Neighborhood Commission I-E ("ANC 1E") to address any alleged violation of the laws and regulations referred to in Paragraph A above and in any request that the appropriate enforcement agency investigate an alleged violation.
- D. That Licensee will not serve alcoholic beverages after the following hours: 2:00 AM on Sunday through Thursday, and 3:00 AM on Saturday and Sunday. There will be a last call for alcoholic beverages thirty (30) minutes prior to those hours, at which time the limit on service will be one drink per person. Licensee further agrees that it will keep the kitchen open in the establishment to serve food until 1:00 AM on all days of the week. Licensee and ANC 1E agree to review this paragraph six months following the effective date of the license to determine whether any changes are appropriate.
- E. That Licensee, in cooperation with ANC 1E, will support community organizations which seek to alleviate alcohol abuse problems, by participation in meetings and programs, and by other assistance as the circumstances may warrant.
- F. That Licensee is the true and actual owner of the establishment for which the license is sought; that Licensee intends to carry out the business in the establishment for itself and not as the agent of any other individual, partnership, association or corporation not identified in the application; and that the establishment will be managed by Licensee's principals in person or by a manager approved by the District of Columbia Alcoholic Beverage Control Board.

G. That Licensee will undertake a leadership role in the Mount Pleasant business community in an effort to enlist wider business support for clean-up, responsible alcohol service, support of alcohol abuse assistance organizations, and law enforcement activities. This may include, but is not limited to, active participation by principals of licensee in Police Service Area ("PSA") meetings, consultation with the ANC 1E when such participation and consultation are reasonably requested. Licensee further agrees to provide financial support for efforts to hire private trash services to keep Mount Pleasant Street clean on a daily basis and courtesy patrols to promote order maintenance, if all other Class C licensees on Mount Pleasant Street so agree.

H. That Licensee will notify ANC 1E of any application to transfer or amend the license when filing such application with the Alcoholic Beverage Control Board.

I. That Licensee will keep the public space in front of the establishment free of debris and trash, and at the close of each business day Licensee will sweep, remove litter from, and wash the area extending from the establishment's storefront to the curb.

J. Licensee agrees to maintain trash, garbage and recycle material storage facilities in which all containers have lids which are kept securely closed at all times, which containers shall be sufficient to contain all trash, garbage and recycle materials generated by the establishment, and to assure that trash, garbage, and recycle materials are removed at least three times per week, and only during the hours between 9:00 AM and 9:00 PM.

Licensee further agrees to recycle glass and metals, and to remove such recycle materials to appropriate storage containers daily and only between the hours of 9:00 AM and 9:00 PM.

K. That Licensee will discourage loitering in front of the establishment.

L. That Licensee will post signs in the establishment in both English and Spanish requesting its patrons to maintain quiet when exiting the premises and will post such other signs as may be required by law and regulation in both English and Spanish.

M. That Licensee agrees to work cooperatively, with ANC 1E, to improve the overall environment on Mount Pleasant Street to make it a more pleasant, safe area for residents, customers and businesses.

N. That Licensee will not knowingly sell or deliver alcoholic beverages to any intoxicated person, or to any person of intemperate habits or to any person who appears to be intoxicated. A person of intemperate habits shall be defined as any person arrested by the Metropolitan Police for any alcohol-related crime three times or more in any one year or so designated by a court order.

O. That Licensee will not sell or deliver alcoholic beverages to any person or persons under the age of 21, and will prominently display the fact that such sales are prohibited and that patrons are subject to being asked to produce valid proof of age.

P. That Licensee will not sell or deliver alcoholic beverages to anyone accompanying a person who has been denied service if there is an apparent attempt to deliver the alcoholic beverage to the person who has been denied service. Licensee will seat patrons who are not consuming food only in the bar area of the establishment, provided, however that if a group of patrons at any single table is not consuming food, they may continue to be seated at that table so long as at least one member of the group has ordered or consumed food.

Q. That Licensee will not provide "go-cups" to customers. A "go-cup" is defined in Section 709.7 of the ABC regulations as a "drinking utensil provided at no charge or a nominal charge to customers for the purpose of consuming beverages. "

R. That Licensee will assure that all alcoholic beverage serving staff receive appropriate training in the sale, service and handling of alcoholic beverages from a provider licensed by the Alcoholic Beverage Control Board. Licensee will also assure that the ABC approved manager or approved corporate officer on duty in the establishment has received training from a provider licensed by the Alcoholic Beverage Control Board, and is displaying identification as an ABC approved manager. All serving and supervisory staff shall receive refresher courses of such training annually. Any new employee shall receive server training within 60 days of starting employment.

S. That Licensee will not serve pitchers or offer any promotion for free or two-for-one alcoholic beverages.

T. That Licensee will not place any alcoholic beverage signage/advertising in any window of the establishment, or permanently obscure the windows of the establishment or hang any banner outside the establishment that is not authorized by permit.

U. That Licensee will not sell, deliver or allow consumption of alcohol before or after legal hours of sale, as modified by this Voluntary Agreement.

V. That Licensee will meet quarterly with a representative of ANC 1E to discuss issues and solutions to problems concerning the operation of the establishment in the neighborhood, if so requested by ANC 1E.

W. That Licensee will meet with a representative of ANC 1E after the initial six months of operation to review the financial impact of the operating hours defined by this agreement. If the revenue from late night operation does not contribute significantly to the viability of the enterprise, Licensee agrees to reduce its hours of operation.

The ANC 1E agrees:

A. ANC 1E will support award of the Licensee's ABC license in consideration of agreement to these provisions.

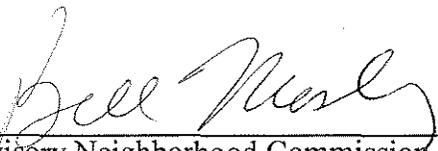
B. ANC 1E will work with the Metropolitan Police to assure protection of licensee against any action by any patron denied service.

C. ANC 1E will work with the Metropolitan Police to eliminate illegal alcohol sale and consumption and loitering in the Commission's jurisdiction.

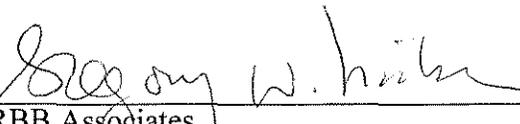
D. ANC 1E will provide the signs referred to in Provision H, above, if not provided by the Alcoholic Beverage Control Board.

E. ANC 1E will meet with the Licensee at Licensee's request to discuss and resolve matters of mutual concern. ANC 1E shall work in good faith to obtain Voluntary Agreements with all other Class C stores in the Mount Pleasant Area upon substantially similar terms, and it agrees to actively pursue protest actions against any establishment that refuses to comply with the restrictions set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year stated below.



for Advisory Neighborhood Commission 1E 9/22/00
Date



for BRBB Associates 9/21/00
Date