

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

In the Matter of:

Cucina Al Volo Manufacturing, LLC
t/a Osteria al Volo

Application for Transfer
to a New Owner
of a Retailer's Class CR License

at premises
1790 Columbia Road, N.W.
Washington, D.C. 20009

License No.: ABRA-103290
Order No.: 2016-448

Cucina Al Volo Manufacturing, LLC, t/a Osteria al Volo (Applicant)

Ted Guthrie, Chairperson, Advisory Neighborhood Commission (ANC) 1C

Denis James, President, Kalorama Citizens Association (KCA)

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
Ruthanne Miller, Member
James Short, Member

ORDER ON SETTLEMENT AGREEMENT

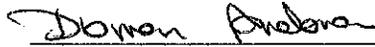
The official records of the Alcoholic Beverage Control Board (Board) reflect that Cucina Al Volo Manufacturing, LLC, t/a Osteria al Volo (Applicant), ANC 1C, and KCA have entered into a Settlement Agreement (Agreement), dated July 6, 2016, that governs the operation of the Applicant's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant; Chairperson Ted Guthrie, on behalf of ANC 1C; and Denis James, on behalf of KCA; are signatories to the Agreement.

Accordingly, it is this 20th day of July 20, 2016, **ORDERED** that:

1. The above-referenced Settlement Agreements submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
2. Copies of this Order shall be sent to the Applicant, ANC 1C, and KCA.

District of Columbia
Alcoholic Beverage Control Board



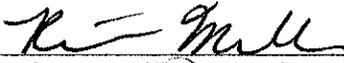
Donovan Anderson, Chairperson



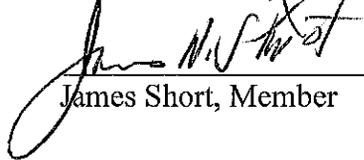
Nick Alberti, Member



Mike Silverstein, Member



Ruthanne Miller, Member



James Short, Member

Pursuant to D.C. Official Code § 25-433(d)(1), any party adversely affected may file a Motion for Reconsideration of this decision within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14th Street, N.W., Suite 400S, Washington, DC 20009.

Also, pursuant to section 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, 430 E Street, N.W., Washington, D.C. 20001; (202/879-1010). However, the timely filing of a Motion for Reconsideration pursuant to 23 DCMR §1719.1 (2008) stays the time for filing a petition for review in the District of Columbia Court of Appeals until the Board rules on the motion. See D.C. App. Rule 15(b) (2004).

**NEW SETTLEMENT AGREEMENT CONCERNING
TRANSFER OF LICENSE FOR ALCOHOLIC BEVERAGES**

NEW AGREEMENT, made this 6th day of July, 2016, by and between **Cucina Al Volo Manufacturing LLC**, t/a ^{*Mirob*} ~~Cucina Al Volo~~ (hereinafter "Licensee"), **Advisory Neighborhood Commission 1C** (hereinafter "ANC 1C"), and the **Kalorama Citizens Association** (hereinafter "KCA"), witnesseth:

Whereas, Licensee has acquired the rights under Class CR License No. 017452, held by Mirob, Inc., t/a Pasta Mia, located at 1790 Columbia Road, NW, Washington DC, and

Whereas, ANC 1C has duly protested the renewal of the subject license, and

Whereas, Licensee will agree to adopt certain measures to address the concerns of ANC 1C and KCA and to include this Agreement as a formal condition of its application of the subject license, and ANC 1C and KCA agree to the approval of such renewal provided that such Agreement is incorporated into the Board's Order approving such application, which order is thereby conditioned upon compliance with such Agreement, and

Whereas, ANC 1C agrees to withdraw its protest of the renewal upon the Board's approval of this Agreement, and

Now, therefore, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:

1. Nature of Establishment

At all times, the Licensee shall operate with the primary purpose of food preparation and consumption. Licensee shall maintain a menu featuring, but not limited to, a selection of hot, cooked food items. Menus with food selections will be offered to patrons. The kitchen shall be staffed and maintained with sufficient food supplies and remain open and operational until one (1) hour prior to closing.

2. Entertainment

The parties agree that there is no Entertainment Endorsement on this license and that, absent such, the restaurant shall feature no entertainment as described at 23 DCMR 1000-1002.4.

3. Hours of Operation

Sunday through Thursday: 10 am - 12:30 am

Friday and Saturday: 10 am - 1 am

Exceptions to the stated hours shall be granted for:

a.) Days designated by the ABC Board as "Extended Hours for ABC Establishments" or "Day-light Savings Time Extension of Hours" - Licensee may operate for one additional hour (that is, one hour later);

b.) In the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours for specific occasions, such as Inauguration or World Cup, Licensee may avail itself of such extended hours; and

c.) On January 1 of each year Licensee may operate for one additional hour.

It is understood between the parties that the 10:00 am opening time is not a requirement, but may be used at the discretion of the Licensee.

4. Occupancy

Interior capacity will not exceed the interior seating capacity as specified in the Certificate of Occupancy: 58 seats. The total occupancy load will not exceed 73, as specified in the Certificate of Occupancy.

5. Noise

Licensee acknowledges familiarity with and agrees to comply with all applicable noise-control provisions of District of Columbia law and regulations, including, but not limited to:

a.) Preventing emissions of sound, capable of being heard outside the premises, by any amplification device or other device or source of sound or noise, in accordance with D.C. Official Code section 25-725. Further, the Licensee agrees to abide by all relevant provisions of the D.C. Noise Control Act of 1977 (D.C. Law 2-53), including 20 DCMR, Chapters 27 and 28, as amended.

b.) The doors and windows of the premises will be kept closed at all times during business hours when music is being played, or a sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress to or egress from the premises.

c.) Licensee agrees not to place outside in the public space any loudspeaker, tape player, CD player or other similar device, or to place any inside speaker in such a way that it projects sound into the public space.

d.) Amplified sound from inside will not be audible at surrounding residential housing areas.

6. Trash/Garbage/Rodents

a.) Licensee shall maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remains clean. Licensee shall deposit trash and garbage only in rodent-proof dumpsters, and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Licensee will make every reasonable effort to eliminate food sources for rodents and help eliminate the rat population.

- b.) Licensee agrees to segregate and recycle bottles and glass refuse from trash and agrees to make all reasonable efforts to minimize noise associated with the disposal of bottles and glass refuse in the outside trash dumpsters between the hours of 11:00 p.m. and 8:00 a.m.
- c.) Licensee agrees not to place or cause to be placed any fliers, handbills or other similar advertisements in the public space, specifically on lampposts, street signs or any vehicle parked in the public space.
- d.) Licensee will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the trash dumpsters.

7. Exterior including public space

- a.) Licensee shall assist in the maintenance of the alleyway behind and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulations in these respects.
- b.) Licensee shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front or to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas quietly at closing.

8. Third Party Events

Licensee agrees to operate the establishment under the terms of its license and will not rent out the establishment to third parties for events where the owner or an ABC licensed manager is not present and managing the business.

9. Bar/Pub Crawls

Licensee agrees not to promote or participate in bar or pub "crawls", "tours", or similar events.

10. Consideration of Neighbors

Licensee will encourage employees and patrons to be considerate of neighboring residents at all times. Licensee will encourage employees and patrons leaving the establishment to keep conversations and noise down from 11:00 p.m. to 7:00 a.m.

11. Modification

This Agreement can be modified only the ABC Board, or by mutual agreement of all the parties with the approval of the ABC Board. In the case of ANC IC, any modification must be approved by a majority of the commissioners at a duly noticed public meeting, a quorum being present.

12. Regulations

In addition to the foregoing, Licensee shall operate in compliance with all applicable laws and regulations. Further, nothing in this Agreement shall preclude ANC or KCA from filing an objection to any request by the Licensee to the Board of Zoning Adjustment.

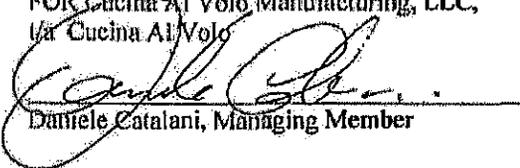
13. Availability of Settlement Agreement

Licensee agrees to keep available at all times a copy of this Agreement at its establishment and shall familiarize all employees with its conditions.

14. Withdrawal of Protest

Upon ABC Board approval of this Agreement, the protests of renewal of the subject license shall be deemed withdrawn.

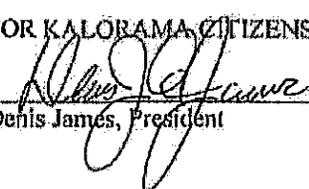
FOR Cucina Al Volo Manufacturing, LLC,
t/a Cucina Al Volo


Daniele Catalani, Managing Member

FOR ANC IC


Ted Guthrie, Chair ANC IC

FOR KALORAMA CITIZENS ASSOCIATION


Denis James, President

6.6.2016
Date