

BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:)

Ristorante Piccolo, Inc.)
t/a Ristorante Piccolo)

Application for a Retailer's License)
Class DR)
at premises)
1068 31st Street, N. W.)
Washington, D.C.)

Application No. 11869

Reza Magshadi, Vice President, on behalf of Applicant

Rory Quirk, Chairman, on behalf of Advisory Neighborhood Commission 2E

BEFORE: MARLENE L. JOHNSON, ESQUIRE, Chairperson; MERCI L. DRAKE, Member;
MICHAEL S. LEVY, ESQUIRE, Member; CHARLES R. NORRIS, JR., Member; and
CHRISTINE R. RIDDIOUGH, Member

ORDER

This matter came before the Board for approval on November 29, 1989. The signatories to the attached Voluntary Agreement, dated November 9, 1989, submitted the Agreement to the Board in accordance with 23 DCMR Section 1513 (35 DCR 5453B, July 15, 1988).

The Board, having determined that the Agreement comply with all applicable laws and regulations and that the Applicant otherwise qualifies for licensure,

does hereby this 29th day of November, 1989, APPROVE
the license application conditioned on the Applicant's compliance with the
terms of the Voluntary Agreement and incorporates the text of the same into
this Order.

DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

MARLENE L. JOHNSON, ESQUIRE
Chairperson

Merci L. Drake
MERCY L. DRAKE, Member

MICHAEL S. LEVY, ESQUIRE, Member

Charles R. Norris, Jr.
CHARLES R. NORRIS, JR., Member

Christine R. Riddiough
CHRISTINE R. RIDDIOUGH, Member

11869

Need
Attachment
See 11869

AGREEMENT

This agreement is made this 26th day of April 1999 by the Advisory Neighborhood Commission 2E (ANC) and the Citizens Association of Georgetown (CAG) with Picolo, Inc. t/a Ristorante Picolo (Picolo).

This voluntary agreement shall become a part of and condition to Picolo's alcoholic beverage license.

This agreement is entered into in order to preserve and maintain the peace, order, quiet, safety and cleanliness of the neighborhood.

1. Public Sanitation:

- a.) ^{Picolo} ~~Alamo~~ shall store all trash, refuse and garbage in rodent resistant containers. Such containers shall not obstruct exist from the ^{Picolo} ~~Alamo~~ premises.
- b.) Exterior spaces used in the service of food and beverage shall be cleaned after each days use to remove food and beverage items.
- c.) The Picolo shall provide for regular refuse pick-up or collection.

2. Public Access:

- a.) The seating operated in public space shall be in accordance with District of Columbia laws, regulations and permits. It shall not encroach upon the public space of adjacent properties or restrict the passage of pedestrians by reducing the usable sidewalk to less than that shown on Picolo's public space permit.
- b.) Storage at and the rear use of the Picolo premises shall not encroach upon public access space (i.e. alley) or obstruct access to and from adjacent properties.

3. Peace, Order and Quiet:

- a.) Entertainment and speakers for live or recorded music shall be confined to the Picolo premises and shall not be performed or placed on public space. Such entertainment and music shall not be audible in adjacent structures or private space.
- b.) Reasonable care and steps shall be taken by Picolo to assure that its departing patrons neither disturb public quiet after 11:00 PM Monday through Friday and 12:00 AM Friday and Saturday nor damage private property on 31st Street, NW from M Street to South Street.
- c.) The Picolo agrees to not seat customers in its side walk seating under a public space use permit after 10:00 PM and to have cleared such space by 11:00 PM Monday through Thursday and to not use such space after 12:00 AM Friday and Saturday.

4. Marketing and Promotional Activities:

- a.) The Picolo shall not place signs, billboards, chalkboards or other marketing devices on public space as required by District of Columbia laws and regulations.
- b.) Leafleting activities are opposed by the Citizens Alliance of Georgetown and precluded in other voluntary agreements entered into by the ANC and CAG. Therefore leaflets shall not be placed on motor vehicles.
- c.) The Picolo at its expense shall clean up discarded leaflets in an area defined by lines drawn from the intersections of Wisconsin and M Street, NW; 31st and N Streets, NW; Thomas Jefferson and M Streets, NW; and 31st and K Streets, NW.
- d.) Such leafleting shall not be so aggressive as to obstruct the passage of pedestrians on the public sidewalk.

e.) The parties agree that if the litter problems noted in t.c. and d. continue to be a problem, they will meet in good faith to seek improved clean up activities or provide for further restrictions on distribution of leaflets.

JHK
T.H.K.
MPD

Agreement of April 26, 1999 relating to Picolo, Inc.

Page 2.

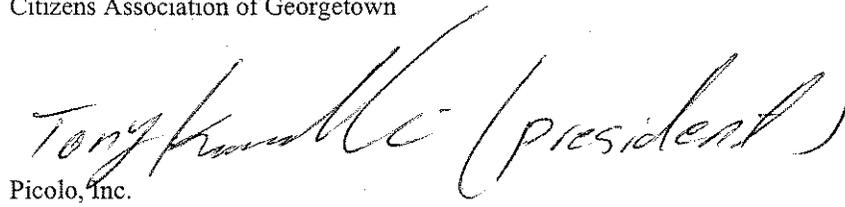
This agreement is hereby agreed to by the undersigned.



Commissioner
Advisory Neighborhood Commission 2E



Representative
Citizens Association of Georgetown



Picolo, Inc.