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BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter:)
Carmella, Inc.)
t/a Carmella Kitty's Rock Garden)
Application for a retailer's)
license class DR - renewal)
at premises)
1509 17th Street, N.W.)
Washington, D.C.)

Case No. 27106-94054P

Dennis Bass, Chair, ABC Committee, Advisory Neighborhood Commission 2B, Protestant

Alaire Rieffel, Protestant

Michael Fonseca, Esquire, on behalf of Applicant

Joseph Englert, President, on behalf of Applicant

BEFORE: Mary Eva Candon, Esquire, Chair
James C. Jefferson, Member
James L. O'Dea, III, Esquire, Member
Barbara L. Smith, Esquire, Member

ORDER ON WITHDRAWN PROTEST

The application, having been protested, came before the Board for public hearing on June 1, 1994 in accordance with D.C. Code 25-115 (c)(5)(1992 Supp.), providing for remonstrants to be heard. Mr. Dennis Bass, Chair, ABC Committee, on behalf of the Advisory Neighborhood Commission 2B (hereinafter "ANC 2B"), and Ms. Alaire Rieffel filed timely protest letters, dated April 14, 1994 and May 12, 1994, respectively.

The official records of the Board reflect that the parties have now reached an Agreement which has been reduced to writing, and has been properly executed and filed with the Board.^{1/} Pursuant to the Agreement, the Protestants have agreed to withdraw the protest provided, however, that the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the Agreement.

^{1/} See Agreement dated April 18, 1994.

Carmella, Inc.
t/a Carmella Kitty's Rock
Garden
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Accordingly, it is this _____ day of _____ 1994 ORDERED
that:

1. The protest of Dennis Bass, Chair, ABC Committee, ANC 2B, and Alaire Bretz Rieffel, be, and the same hereby, are WITHDRAWN;
2. The above-referenced Agreement between the parties be, and the same hereby, is INCORPORATED as part of this Order;
3. The application of Carmella, Inc. t/a Carmella Kitty's Rock Garden for a retailer's license class DR - renewal at premises 1602 17th Street, N.W., be, and the same hereby, is GRANTED; and,
4. Copies of this Order shall be sent to the Protestants, the Attorney for the Applicant, and the Applicant.

DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

Mary Eva Candon, Esquire, Chair

James C. Jefferson, Member

James L. O'Dea, III, Esquire, Member

Barbara L. Smith, Esquire, Member

27106

AGREEMENT

Made this 18th day of April, 1994, by and between Carmella Inc., t/a Carmella Kitty's Rock Garden ("applicant") and Advisory Neighborhood Commission 2B and Dupont Circle Citizens Association and Alaire Bretz Rieffel ("protestants").

WITNESSETH

WHEREAS, pending before the District of Columbia Alcoholic Beverage Control Board ("Board") is applicant's renewal application for a Retailer's Class "CR" license for premises 1602 17th Street, N.W., ABC Board Application #27106; and,

WHEREAS, applicant and protestants entered into an agreement dated November 18, 1993, and have found the terms of said agreement to be satisfactory; and

WHEREAS, the protestants and applicant desire to enter into a superceding agreement setting forth understandings regarding applicant's operation of the establishment;

NOW, THEREFORE, the parties agree as follows:

1. Applicant will operate its sidewalk cafe, seating 20 persons, during the hours of 11:00 a.m. to 11:00 p.m. on Sunday through Thursday, and 11:00 a.m. until 12:00 midnight on Friday through Saturday.* Patrons will be cleared from the sidewalk cafe at 11:00 p.m. on Sunday through Thursday, and at 12:00 a.m. Friday and Saturday. Applicant will not place speakers outside, or otherwise provide music to the sidewalk cafe. The sidewalk cafe will conform to the dimensions and terms approved in the public space permit. Chairs are to be stacked or removed each evening upon clearing of the patrons. Tables and

*Applicant will amend the public space permit to conform to the hours contained herein. *abr*

chairs will be removed and stored inside during the winter months.

2. Applicant will provide a doorman, whose duties shall be, among others, to promote quiet and orderly behavior and to discourage loitering by its patrons. The doorman will be on duty during the hours of 9:00 p.m. to closing on Thursday through Saturday evenings. Applicant will provide notices at its entrance, and on its guest checks, requesting its patrons to please depart the premises and the surrounding neighborhood in a quiet manner so as not to disturb its neighbors.

3. Applicant will not advertise with tour companies or tour buses.

4. Applicant has contracted with a major pest control company, and will maintain this contract, or an equivalent pest control contract, throughout the term of this agreement. Said contract terms will include the elimination of rats from the premises. Applicant will periodically bait the alley easement to eliminate rodent harborage. To complement its efforts, applicant will provide for trash pickup six days a week, after 9:00 a.m. Applicant will hold all trash in sealed containers until pickup, and will keep trash containers indoors overnight. While trash containers are held outdoors, they will be covered securely and latched, except when disposing of trash. Trash will be bagged and tied prior to disposal in containers outside. Trash containers are to be in sound condition without holes or cracks. The outside area used for the trash containers will be kept clean

at all times, and hosed down daily, unless temperatures are below 32 degrees fahrenheit, or more often as necessary to maintain cleanliness. Following trash pickup by a commercial hauler, applicant will inspect easement and alley area and remove any loose debris left on the ground. Applicant will clean the rear and front of its premises including the alley easement on a daily basis. Applicant will not dispose of trash/debris in the street, alley or the public storm sewer. Applicant will make its best efforts to pick up loose trash and debris in the alley between Q and Corcoran Streets, and between 17th and 18th Streets, N.W., on a daily basis.

5. Applicant will install security lighting in the rear of its building.

6. Applicant will not make deliveries of carryout food. Applicant will receive deliveries from its 17th Street entrance only.

7. Applicant will install a tree guard at the tree box immediately in front of its premises. Said tree guard to be similar in design to the tree guards located adjacent to 1700 Q Street, N.W.

8. Applicant will keep the windows on the front and rear of its premises closed during operating hours. Applicant will keep its door to the rear of the premises closed during operating hours, except for normal uses, such as deliveries, trash removal etc., and in case of emergencies. Applicant may

install an exhaust fan to vent the kitchen. Said exhaust fan shall not emit excessive noise.

9. Applicant will not provide space heaters to its sidewalk cafe.

10. Applicant, in the event it plans any exterior painting of the building, will obtain protestants' approval.

11. Applicant will provide 30 days notice to protestants' representatives before making any substantial changes in its operations, or improvements to the exterior of the premises, requiring governmental approval.

12. Protestants agree to promptly notify applicant of any perceived violations of this agreement, and to give applicant a minimum of seven (7) calendar days to address or correct the perceived violation before notifying the ABC Board. It is understood among the parties that repeated violations may be noticed to the Board immediately.

13. The Applicant acknowledges that any failure of Applicant to adhere to the foregoing commitments will constitute grounds for Protestants to petition the ABC Board for issuance of an order to Show Cause, pursuant to 23 D.C.M.R. 1513.5, to gain Applicant's compliance with the terms of this agreement.

14. This Agreement shall not preclude protestants from exercising any other rights under the ABC statute or regulations, nor from challenging applicant's compliance with any other District of Columbia laws or regulations not covered in this Agreement.

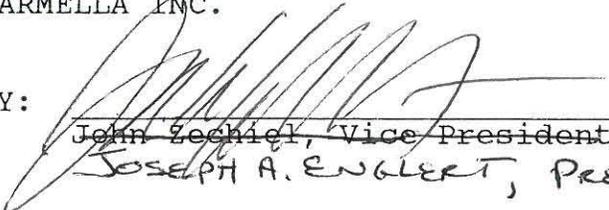
15. In consideration of, and in reliance upon, the above stated covenants and promises, and with the understanding that such stated conditions will be made part of the ABC license, the protestants do hereby withdraw their objections to the pending application. It is expressly understood that this agreement shall bind all protestants of record.

IN WITNESS WHEREOF, the parties have affixed hereunto their hands and seals as of the year and day first above-written.

APPLICANT:

CARMELLA INC.

BY:

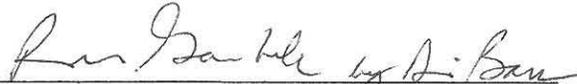

~~John Zechiel, Vice President~~

JOSEPH A. ENGLERT, PRESIDENT

PROTESTANTS:

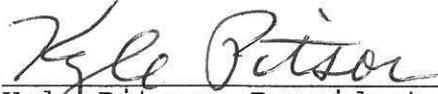
ADVISORY NEIGHBORHOOD COMMISSION 2B

BY:


Russell Gamble, Chairman

DUPONT CIRCLE CITIZENS ASSOCIATION

BY:


Kyle Pitsor, President


Alaire Rieffel, Individually
and as designated
Representative for remaining
protestants