

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

In the Matter of:)

Silkari East, Inc.)
t/a M Café)

Applicant for a New)
Retailer's Class CR License)

at premises)
3236 Prospect Street, N.W.)
Washington, D.C. 20007)

Case No. 11-PRO-00055
License No. ABRA-087240
Order No. 2012-354

Silkari East, Inc., t/a M Café (Applicant)

Ronald Lewis, Chairperson, Advisory Neighborhood Commission (ANC) 2E

Jennifer Altemus, President, on behalf of Citizens Association of Georgetown (CAG)

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

**ORDER ON VOLUNTARY AGREEMENT AND
WITHDRAWAL OF PROTESTS OF ANC 2E AND CAG**

The Application filed by Silkari East, Inc., t/a M Café (Applicant), for a new Retailer's Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on November 21, 2011, and a Protest Status Hearing on January 11, 2012, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 2E, and CAG have entered into a Voluntary Agreement (Agreement), dated June 4, 2012, that governs the operation of the Applicant's establishment.

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The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant; Chairperson Ronald Lewis, on behalf of ANC 2E; and Jennifer Altemus, on behalf of CAG, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 2E and CAG.

Accordingly, it is this 12th day of September, 2012, **ORDERED** that:

1. The Application filed by Silkari East, Inc., t/a M Café, for a new Retailer's Class CR License, located at 3236 Prospect Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protests of ANC 2E and CAG in this matter are hereby **WITHDRAWN**;
3. The above-referenced Voluntary Agreement 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 (Communication with Protestants) – The following language shall be removed: "Applicant agrees to meet, as reasonably requested, with the Protestants to address any perceived problems arising from the operation of the business."

The parties have agreed to this modification.

4. Copies of this Order shall be sent to the Applicant, ANC 2E, and CAG.

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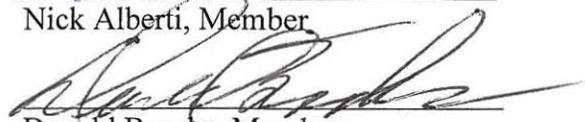
District of Columbia
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson

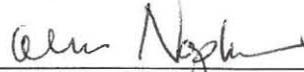


Nick Alberti, Member



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

VOLUNTARY AGREEMENT

THIS AGREEMENT is made and entered into as of this 4th day of June, 2012 by and between Silkari East, Inc., U'a M Cafe (hereinafter the "Applicant") and Advisory Neighborhood Commission 2E and the Citizens Association of Georgetown (together "Protestants").

WHEREAS. Applicant has filed an application with the District of Columbia Alcoholic Beverage Control Board (hereinafter "ABC Board") for issuance of a Retailer's Class CR license for premises 3236 Prospect Street, N.W., Washington, D.C.

WHEREAS. in recognition of the ABC Board's policy of encouraging parties to a protested proceeding to settle their differences by negotiating agreements, the parties hereto being desirous of entering into an agreement whereby, subject to approval of the ABC Board, Applicant will agree to adopt certain measures to address the Protestants' concerns and Protestants will agree to the issuance of the ABC License and withdraw their Protests.

NOW, THEREFORE. in consideration of the mutual covenants and undertakings memorialized herein, the parties agree as follows:

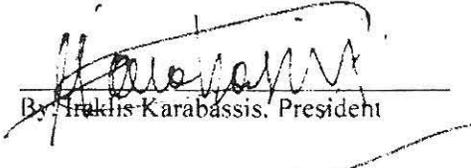
- 1. Nature of Business:** Applicant will operate at all times as a bona-fide Class CR Restaurant (as such term is defined in ABC statutes and regulations), seating 120 persons inside and 50 persons on a Summer Garden. Applicant's interior hours of operation shall cease at 11pm Sunday – Wednesday; 12am Thursday; and, 1am Friday and Saturday. Food service will be available until (1) hour before cessation of operations, and "last call" for alcoholic beverages shall be announced one-half (1/2) hour before cessation of operations. Applicant will not make its premises available to promoters for presentation of advertised "parties" or "events" intended to generate profit for such promoters. However, such latter restriction shall not preclude Applicant from closing its premises to the general public for time to time in order to accommodate invitation only private functions.
- 2. Noise Suppression:** Commercially-reasonable sound attenuation methods will be utilized in the renovation of the premises so as to impede the projection of sound to the public streets or adjacent or nearby residential premises. Applicant's operations shall at all times be in compliance with the D.C. Noise Control Act and DC Code 25-725. Applicant will encourage employees and patrons to be considerate of residents in the neighborhood after departing the building, by keeping conversations and other noises at a level that will not disturb the peace, order, quiet and tranquility of residents in the enjoyment of their homes and by departing the vicinity of the premises immediately upon exiting. Applicant will not offer live entertainment or utilize speakers on its Summer Garden.
- 3. Outdoor Seating:** Patron presence on Applicant's Summer Garden shall terminate at 10pm Sunday and 11pm Monday – Saturday.



4. **Deliveries:** To maintain the peace, order and quiet of the surrounding neighborhood. Applicant shall receive all deliveries of food, beverages and supplies during hours between 8:00 am and 5:00 pm.
5. **Trash Pick-Up and Removal:** Applicant will maintain regular trash/garbage removal service (number of days per week to be decided by owner and business necessity) only during the hours from 8:00 am to 5:00 pm.. Trash and dumpster areas shall be kept clean. The Applicant shall enclose the dumpsters and keep dumpster lids tightly closed and incapable of being entered by rodents, in order to limit odors and help control pest and rodent population. Applicant will contract for regular rodent and pest (insect) abatement. There shall be no outdoor disposal of glass bottles after 9:00pm.
6. **Removal of Grease and Oils:** Applicant will provide for the proper (recyclable) removal of grease and oils and will not deposit these substances for removal in dumpsters or trash cans.
7. **Ingress and Egress:** No patron shall be allowed to ingress or egress at any location except at the designated building's front entrance (except in case of an emergency).
8. **Communication with Protestants.** Applicant agrees to meet, as reasonably requested, with the Protestants to address any perceived problems arising from the operation of the business. The Applicant agrees to work in good faith with the Protestants to resolve any such problems.
9. **Withdrawal of Protest.** Protestants agree to the issuance of the license and the withdrawal of their protests upon execution of this Agreement, provided that this Voluntary Agreement is incorporated into the Board's order issuing, amending or renewing the license, which order is thereby conditioned upon compliance with such Voluntary Agreement.
10. **Right to Seek Redress:** The parties agree that Applicant will be given notice of any alleged violation of this Agreement and will be afforded reasonable time to investigate and respond to any complaint (not greater than ten (10) days); provided, that such notice and opportunity to cure shall not be required in the event that the particular violation alleged has been the subject of a notice from Protestants (or either of them) in the preceding one hundred twenty (120) day period. The parties agree that if any complaints of violation this Agreement are not resolved, then any failure of the Applicant to adhere to the foregoing commitments will constitute a breach of this agreement and grounds for the Protestant to petition the Board for issuance of an order to Show Cause, as provided by D.C. Code 25-446(e).

IN WITNESS WHEREOF, the parties have placed their signatures to this Agreement on the day and year first above written.

APPLICANT:
SILKARI EAST, INC.


By: Iraklis Karabassis, President

PROTESTANTS:
ADVISORY NEIGHBORHOOD COMMISSION 2E


By: Ronald Lewis, Chairman

CITIZENS ASSOCIATION OF GEORGETOWN


By: Jennifer Altemus, President