

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

In the Matter of:)	
Carmine's DC, LLC,)	License Number: 83047
t/a Carmine's)	ORDER NUMBER: 2009-268
Application for New Retailer's)	
Class CR License)	
at premises)	
425 7 th Street, N.W.)	
Washington, D.C. 20004)	

Carmine's DC, LLC, t/a Carmine's, Applicant

Karen Wirt, Chair, Advisory Neighborhood Commission 6C (ANC 6C)

BEFORE: Charles Brodsky, Acting Chairperson
Mital M. Gandhi, Member
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member

ORDER ON VOLUNTARY AGREEMENT

The official records of the Alcoholic Control Board (Board) reflect that Carmine's DC, LLC, t/a Carmine's, Applicant for a new Retailer's Class CR License located at 425 7th Street, N.W., Washington D.C., and Karen Wirt, Chair, ANC 6C (collectively, the "Parties"), have entered into a Voluntary Agreement (Agreement) dated November 12, 2009, setting forth the terms and conditions that govern 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 and Chairperson Wirt are signatories to the Agreement.

Accordingly, it is this 2nd day of December 2009, **ORDERED** that:

1. The Application filed by Carmine's DC, LLC, t/a Carmine's, for a new Retailer's Class CR license located at 425 7th Street, N.W., Washington D.C., is **GRANTED**;
2. This 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; and
3. Copies of this Order shall be sent to the Applicant and ANC 6C.

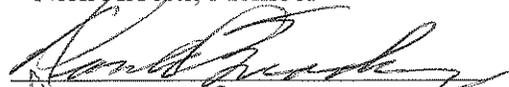
District of Columbia
Alcoholic Beverage Control Board



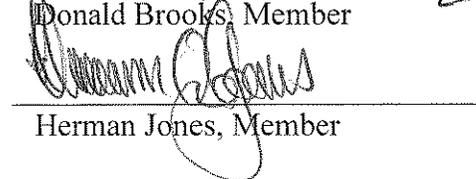
Mital M. Gandhi, Member



Nick Alberti, Member



Donald Brooks, Member



Herman Jones, Member

I dissent from the position taken by the majority of the Board.

Charles Brodsky, Acting Chairperson

Pursuant to 23 DCMR § 1719.1 (April 2004), 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, 941 North Capitol Street, N.E., Suite 7200, Washington, D.C. 20002.

VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT ("Agreement") is made on this 12th day of November 2009 by and between Carmine's DC, LLC ("Applicant"), and Advisory Neighborhood Commission 6C ("ANC"), (collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant has applied for a License Class R for a business establishment ("Establishment") located at 425 7th St, NW, Washington, D.C. 20004 ("Premises");

WHEREAS, the ANC is willing to forgo filing a protest against Applicant's license application in reliance on the commitments set forth herein;

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board ("ABC Board") approve the Applicant's license application conditioned upon the Applicant's compliance with the terms of this written Agreement; and

WHEREAS, the Parties are desirous of entering into a Voluntary Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect on (i) the peace, order and quiet of the neighborhood and (ii) pedestrian safety and vehicular traffic, and to eliminate the need for a Protest Hearing regarding the license application.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the Parties agree as follows:

1. ***Recitals Incorporated.*** The recitals set forth above are incorporated herein by reference.
2. ***Nature of the Business.*** The Applicant will manage and operate a restaurant with an emphasis on food. Any change from this model shall be considered by both Parties to be a substantial change in operation of great concern to residents and requires prior approval by the ABC Board. The Applicant will notify ANC 6C of any proposed substantial change in operation before making such application to the ABC Board.
3. ***Hours of Operation and Sales.*** The Applicant's hours of operation shall be as follows:

Sunday through Saturday 7:00 a.m – 2:00 a.m.

The Applicant's hours for selling and serving alcohol shall be as follows:

Sunday 10 a.m. – 2 a.m.
Monday through Saturday 8:00 a.m.– 2 a.m.

4. ***Sidewalk Café.*** Applicant plans to provide sidewalk café seating for 18 patrons. Applicant agrees that it shall not seek to expand the capacity of the sidewalk café without amendment of this Agreement. Applicant will direct that its employees inspect the sidewalk café at least once each hour to ensure its cleanliness.

The sidewalk café hours of operation shall be as follows:

Sunday through Thursday 11:00 a.m. – 11:30 p.m.
Friday and Saturday 11 a.m. – 12:30 a.m.

If Monday is a holiday then Sunday hours extend to 12:30 am.

All patrons will depart the sidewalk café no later than the hours of operation.

5. ***Noise and Privacy.*** Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall make architectural improvements to the property and take all commercially-reasonable actions to prevent music, noise and vibration from the Establishment penetrating the adjacent residential properties. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry or exit doors.
6. ***Public Space and Trash.*** Applicant shall keep the sidewalk (up to and including the curb), tree box(es), curb, and alley clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed.
7. ***Rats and Vermin Control.*** The Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract upon the request of the ANC. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there are not garbage and odors present the following morning.
8. ***Security Cooperation in Stemming Illegal Drugs.*** Applicant agrees that it shall take all necessary steps to minimize such problems, including, without limitation, designating a sufficient number of employees to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; monitoring for and prohibiting sales or use of illegal drugs within or about the Premises, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur.

9. ***License Ownership and Compliance with ABRA Regulations.*** Applicant promises to the ANC that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees, and agrees that the ANC shall have standing to ask the ABC Board to enforce any violations of this Agreement. .
10. ***Participation in the Community.*** Applicant agrees to seek to maintain open communication with the ANC, and the community for which the ANC acts. To this end, Applicant shall from time to time be represented at ANC 6C public meetings, which currently occur on the second Wednesday of each month at 7 p.m. Applicant, upon notice from the ANC shall send a representative of the Establishment to a meeting(s) to confer and deal in good faith with issues raised under this Agreement,
11. ***Notice and Opportunity to Cure.*** In the event that any of the parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If Applicant or the licensee fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30-days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt:

If to Applicant: Carmine's
425 7th Street NW
Washington, DC 20004
Attn: Jeffrey Bank and Drew Kuruc
(202) 737.7770
Fax (202) TBD

The Alicart Restaurant Group
1501 Broadway Suite 515
New York, NY 10036
Attn: Jeffrey Bank and Drew Kuruc
(212) 675.7722

If to Protestants: Advisory Neighborhood Commission 6C
P.O. Box 77876
Washington, DC 20013-7787
Attn: Chair of Alcoholic Beverage Licensing Committee

Notice shall be copied to the Single Member District
Commissioner also.

Failure to give notice shall not constitute waiver or acquiescence to the violation,
but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any
other enforcement action.

14. ***Incorporation of Agreement into License.*** The Parties request that the ABC Board enter
an order approving Applicant's license application subject to , and incorporating, the
terms of this Agreement.

PROTESTANT:

ADVISORY NEIGHBORHOOD COMMISSION 6D

Karen J. Witt
By: Karen Witt, Chair

11.12.09
Date

APPLICANT:

CARMINE'S DC, LLC [Signature]

[Signature]
By: Jeffrey Bank, Managing Member

11/12/09
Date