

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

In the Matter of:

AMML, LLC
t/a Lupo Alimentari & Vineria

Applicant for a New
Retailer's Class CR License

at premises
4814 MacArthur Blvd, N.W.
Washington, D.C. 20007

License No.: ABRA-101833
Order No.: 2016-275

AMML, LLC, t/a Lupo Alimentari & Vineria (Applicant)

Thomas M. Smith, Chairperson, Advisory Neighborhood Commission (ANC) 3D

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 AMML, LLC, t/a Lupo Alimentari & Vineria (Applicant), Applicant for a new Retailer's Class CR License, located at 4814 MacArthur Blvd, N.W., Washington, D.C. and ANC 3D have entered into a Settlement Agreement (Agreement), dated April 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 and Chairperson Thomas M. Smith, on behalf of ANC 3D, are signatories to the Agreement.

Accordingly, it is this 4th day of May, 2016, **ORDERED** that:

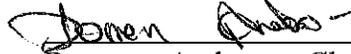
1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modifications:

Section II (Complaints) – This Section shall be modified to read as follows: “The Applicant acknowledges that failure to adhere to the foregoing commitments will constitute grounds for submitting a complaint to the Board as provided by D.C. Official Code § 25-447.”

Section III (Notice and Opportunity to Cure) – The fourth sentence shall be modified to read as follows: “If the Applicant 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), such failure shall constitute a cause for filing a complaint with the Board as provided by D.C. Official Code § 25-447.”

2. The parties have agreed to these modifications.
3. Copies of this Order shall be sent to the Applicant and ANC 3D.

District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson

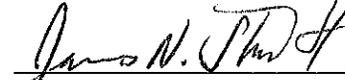
Nick Alberti, Member



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).

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made on this 6th day of April, 2016 by Advisory Neighborhood Commission 3D ("ANC 3D"), and AMMI, LLC T/A Lupo Osteria, ("Applicant"), and, hereinafter "Parties."

WITNESSETH

WHEREAS, Applicant owns Alcoholic Beverage Control Administration ("ABRA") Class CR License No. ABRA-101833 and wishes to extend it to include a new business establishment (the Establishment) located at 4814 MacArthur Boulevard, NW, Washington, DC ("Premises"); and

WHEREAS, the Premises are within the boundaries of ANC 3D; and

WHEREAS, the Premises are immediately adjacent to a residential neighborhood; and

WHEREAS, the Parties are desirous of entering into an Agreement for the operation and maintenance of the Establishment in such a manner as to minimize the effect of the Establishment on (i) the peace, order and quiet of the neighborhood; (ii) pedestrian safety, parking, and vehicular traffic, and (iii) the property values of residential properties in the immediate surrounding neighborhood; and

WHEREAS, the Parties request that the Applicant's license request be granted conditioned upon the Alcohol Beverage Control Board's ("Board") approval and acceptance of this written agreement and its incorporation into the Board's Order issuing and governing the license.

Now, therefore, in consideration of the recitals set forth above and the mutual covenants set forth below, it is agreed as follows:

I. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.

A. Nature of the Operation. The Applicant shall manage and operate a restaurant and sidewalk café at 4814 MacArthur Boulevard, NW with an emphasis on service of food. The Certificate of Occupancy shall provide for a combined total of 129 seats with 115 seats for the interior restaurant and 14 seats for the sidewalk café.

B. Sidewalk Cafe. Applicant may operate an open-air sidewalk café on private property immediately adjacent to the front of the restaurant. All sidewalk café seats shall be at tables. There shall be no bar set up for the sidewalk café and no area set aside for standing room. The sidewalk cafe shall be open air seating meaning no tenting or other cover shall be

provided. All patrons must vacate the sidewalk cafe within 30 minutes of the sidewalk café's end of service hours on weekdays and weekends. The Applicant will take reasonable efforts to ensure that the sidewalk café does not negatively impact the surrounding environs. To that effect, the Applicant's staff will regularly monitor the outdoor area. The Establishment shall lock and/or store any outdoor tables, chairs, umbrellas or other types of outdoor furniture in such a manner as to deter loitering and tables and chairs shall be removed from the sidewalk café area when service to the sidewalk café has ended for the season.

C. Hours of Sales and Service: The Applicant's service hours for sales of food and alcoholic beverages for both the interior restaurant and the sidewalk café shall be as follow:

Sunday: 10:00 am – 11:00 pm
Monday through Thursday: 11:00 am – 11:00 pm
Friday and Saturday: 10:00 am – 12:00 am

D. Noise and Privacy. There shall be no live entertainment at the Establishment. The Applicant commits to maintaining neighbor-friendly noise levels inside and outside and will provide its managers and wait staff with strategies for noise control and instruct them to deal promptly with any and all instances of excessive noise.

(1) Excessive noise is defined as noise that any reasonable person would recognize as disruptive or a nuisance, including noise caused by moving outdoor furniture.

(2) The Applicant agrees to take reasonable steps to reduce noise emanating from the opening of the entry and/or exit doors and windows.

(3) The Applicant will not provide any form of entertainment; and no music or amplified sound will be played outdoors.

(4) The Applicant agrees not to place any speakers or other sound-transmitting equipment in its sidewalk cafe and will not add any speakers or amplification equipment at any location outside the restaurant.

(5) The Applicant further agrees to use additional staff to help control noise levels or unruly behavior on the property or immediately surrounding the Premises when necessary and appropriate, to caution patrons to be respectful of the neighborhood when exiting the Establishment.

(6) The Applicant shall to the fullest extent possible ensure no sound shall be audible beyond the Establishment's outdoor seating after 10 pm.

(7) The Applicant shall to the full extent permissible by law discourage loitering or other disruptive gatherings in the vicinity of the Premises.

(8) The on-duty manager shall keep a written log of all neighborhood complaints about noise or behavior brought to his/her attention during a shift by a neighbor(s) or the authorities. Such log shall include the time of the complaint, the nature of the complaint, the remedial action taken by the manager in response to the complaint, if any.

(9) Promotions. The Applicant shall not cede control of the Premises to any promotor or other third party and there shall be no cover charges imposed to enter the Establishment.

(10) Public Space and Trash. The Applicant shall keep the area adjacent to the Premises, including the sidewalk cafe, clean and free of litter, bottles, and other debris. The Applicant shall police these areas sufficiently to assure that service material, bottles and other materials are promptly removed. The Applicant shall not allow any patron to take bottles or cups with them as they leave the Establishment.

(11) Dumpsters. The Applicant shall locate dumpsters in an area of the lot that does not affect the peace, quiet and enjoyment of nearby neighbors. The Applicant shall make every effort to keep noise associated with disposal of trash/garbage to a minimum, especially glass bottles.

(12) Trash Pickup/Deliveries. The Applicant shall schedule all trash/garbage pick-ups and vendor deliveries made between 8:00 am and 6:00 pm, Monday through Friday, and between 9:00 am and 6:00 pm on Saturdays. Trash shall be removed from the Premises on a regular basis to ensure dumpsters are not overflowing or an attraction for vermin. Areas around the dumpsters shall be maintained and free of any kind of litter.

(13) Lighting. The Applicant shall keep all lighting associated with the Establishment within the confines of the property. Any rear

exterior lighting shall be down lit and shall not shine, reflect or emit glare onto adjacent residential properties.

E. Parking for Customers and Employees. Operation of the Establishment Applicant shall not create or exacerbate parking problems within the immediate ANC boundaries. To that end, the Applicant shall require that its management and employees not park on neighborhood streets, including but not limited to Reservoir Road, Hutchins Place or Bending Lane which are reasonably adjacent to the Establishment; otherwise, the Applicant shall require that its management and employees shall park legally at all times and take all reasonable measures to cause its vendors to park legally at all times in compliance with the posted parking regulations of the District of Columbia. The Applicant agrees not use the adjoining alley for purposes other than deliveries or trash removal and the use of two marked, parking spaces for employees of the restaurant only.

II. Complaints: The Applicant acknowledges that failure to adhere to the foregoing commitments will constitute grounds for petition to the Board for issuance of an Order to Show Cause to gain Applicant's compliance with the terms of this Agreement or other ABRA regulations.

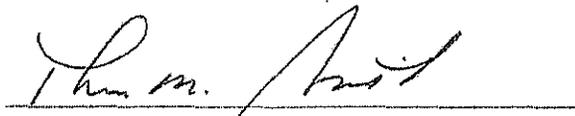
III. Notice and Opportunity to Cure: The Parties to this Agreement agree to work together to resolve matters of community concern related to the Establishment. To this end, the Parties agree that each will notify the other as soon as reasonably possible of any complaint about the establishment and attempt a cooperative resolution of such complaints as the first recourse. Unless a breach of this Agreement is of an emergency nature, the Party in breach shall provide for a cure as soon as possible, but no later than 30 days from the notice of such breach. If the Applicant 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), such failure shall constitute a cause for seeking a Show Cause Order. Notices required to be made under this Agreement shall be in writing and mailed to the address identified in this Agreement via certified mail, return receipt requested, postage prepaid, hand-delivered, or by email. Notice shall be deemed given as of the time of receipt or refusal receipt.

IV. Entire Agreement: This Agreement sets forth the entire understanding of the Parties with respect to the Applicant's alcoholic beverage application and issuance of the License. There are no other warranties or representations which have been made or shall be relied upon by any of the Parties to this Agreement other than those expressly set forth herein.

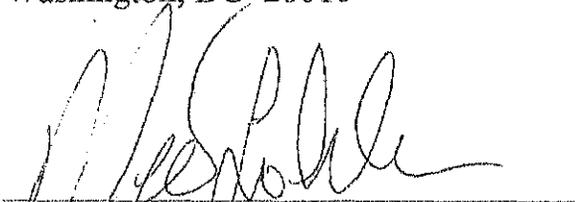
V. Counterparts: This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

VI. Construction: In the event any violation of this Agreement shall be deemed a violation of District of Columbia law, the violation of this Agreement shall be merged into the law violation, such that the Applicant shall only be found liable for one violation by the Board.

By:



Thomas M. Smith, Chair
Advisory Neighborhood Commission 3D
PO Box 40846
Palisades Station
Washington, DC 20016



Med Lahlou, Managing Member
AMML, LLC
T/A Lupo Osteria
4814 MacArthur Boulevard, NW
Washington, DC 20007