

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

<b>In the Matter of:</b>	)	
Acqua 2 Limited Partnership I	)	
t/a Acqua AI 2	)	
Holder of a	)	License No. ABRA-080056
Retailer's Class CR License	)	Order No. 2011-412
at premises	)	
212 7 <sup>th</sup> Street, S.E.	)	
Washington, D.C. 20003	)	

Acqua 2 Limited Partnership I, t/a Acqua AI 2 (Licensee)

Neil Glick, Chairperson, Advisory Neighborhood Commission (ANC) 6B

**BEFORE:** Nick Alberti, Interim Chairperson  
Donald Brooks, Member  
Herman Jones, Member  
Calvin Nophlin, Member  
Mike Silverstein, Member

**ORDER ON VOLUNTARY AGREEMENT**

The official records of the Alcoholic Beverage Control Board (Board) reflect that Acqua 2 Limited Partnership I, t/a Acqua AI 2 (Licensee) and ANC 6B entered into a Voluntary Agreement (Agreement), dated June 8, 2010, that governs the operation of the Applicant's establishment. This matter comes now before the Board to consider the Parties' Agreement, in accordance with D.C. Official Code § 25-446 (2001

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Neil Glick, on behalf of ANC 6B, are signatories to the Agreement.

**Acqua 2 Limited Partnership I**  
**t/a Acqua AI 2**  
**License No. ABRA-080056**  
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Accordingly, it is this 28th day of September 2011, **ORDERED** that:

1. The above-referenced Voluntary Agreement submitted by the Licensee and ANC 6B to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED**; and
2. Copies of this Order shall be sent to the Licensee and ANC 6B.

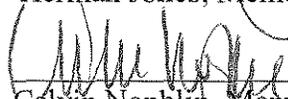
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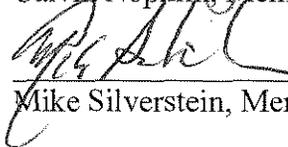
District of Columbia  
Alcoholic Beverage Control Board

  
\_\_\_\_\_  
Nick Alberti, Interim Chairperson

  
\_\_\_\_\_  
Donald Brooks, Member

  
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Herman Jones, Member

  
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Calvin Nophlin, Member

  
\_\_\_\_\_  
Mike Silverstein, Member

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, 2000 14<sup>th</sup> Street, N.W., Suite 400S, Washington, DC 20009.

VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT is dated on the 8th day of June, 2010 by and between Acqua 2 Limited Partnership, dba Acqua Al 2, Applicant, and Advisory Neighborhood Commission 6B.

WITNESSETH

WHEREAS, Applicant has applied for a substantial change to add a sidewalk café to the Class C Restaurant License, # ABRA 80056, for premises at 212 7<sup>th</sup> Street, SE, Washington, DC, 20003, which is now pending before the District of Columbia Alcoholic Beverage Control Board (ABC); and,

WHEREAS, the premises is within the boundaries of the ANC, and,

WHEREAS, the Parties desire to enter into an agreement governing certain understandings regarding the issue of a Restaurant Class C License at the subject premises; 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 promote the peace, order and quiet of the neighborhood. Both parties recognize the importance of business neighborhoods that are safe, clean, and “pedestrian friendly”.

NOW, THEREFORE, 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 CR license at the listed address, serving Northern Italian food. The operation will be limited to the main floor and sidewalk café, with seating for 104 patrons inside and ten tables and 28 chairs on the sidewalk.
3. *Hours of Operation and Sales.*

The Applicant’s hours of operation for the sidewalk café and the indoor premises shall be as follows:

Monday – Sunday 10:00 a.m. – 1 a.m.

4. ***Floors Utilized and Occupancy.*** The Applicant will operate its establishment on main floor with a sidewalk café. Seating will not exceed 104 patrons inside the restaurant, and 28 patrons on the sidewalk café.
5. ***Sidewalk Café.*** Applicant will provide a sidewalk café with seating for no more than 28 patrons. Applicant agrees that it shall not seek to expand the capacity of the sidewalk café without amendment of this Agreement. The sidewalk café must maintain proper spacing (10 from the curb and 6 feet from the treebox) to allow for adequate pedestrian passage on the sidewalk.
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 necessary actions to ensure that noise and vibration from the Establishment are not audible outside the establishment at any time. Applicant will not operate the premises as a nightclub, dance venue, or similar venue.
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. Applicant shall ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and that no garbage is placed on the abutting property. Commercial trash pick up in residential areas will only take place between 7 a.m.-9 p.m.
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 Board. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure no garbage and odors are present the following morning.
8. ***Security Cooperation in Stemming Illegal Drugs and Public Drinking.*** 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.

Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises. This will include providing an appropriate number of security officers, at all times when the Establishment is open to the public, who shall be responsible for ensuring that any individuals who are simply loitering are asked to move along.

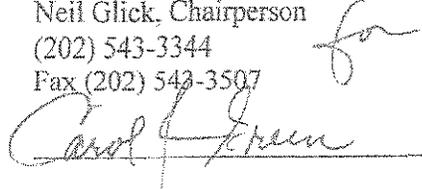
IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.

Applicant: Acqua 2 Limited Partnership  
212 7<sup>th</sup> Street, SE  
Washington, DC 20003  
Attn: Ari Gejdenson  
Phone: 2/538-3810  
Fax: 2/223-3611

By  (Signature)  
Ari Gejdenson  
Managing Member  
Ari's Diner LLC  
General Partner

ANC:

Advisory Neighborhood Commission  
703 D Street, SE  
Washington, DC 20003  
Neil Glick, Chairperson  
(202) 543-3344  
Fax (202) 543-3507

 for  
Carol Green (Signature)