

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

**In the Matter of:** )  
 )  
Pitchers, LLC )  
t/a Pitchers )  
 )  
Petition to )  
Terminate Settlement Agreements )  
for a Retailer's Class CR License )  
 )  
at premises )  
2317 18th Street, NW )  
Washington, D.C. 20009 )  
 )

License No.: ABRA-110437  
Order No.: 2022-657

Pitchers, LLC, t/a Pitchers, Petitioner

Fiona Clem, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 1C

Denis James, President, Kalorama Citizens Association (KCA)

Romaine Johnson, Vice-President, Reed-Cooke Neighborhood Association (RCNA)

**BEFORE:** Donovan Anderson, Chairperson  
James Short, Member  
Bobby Cato, Member  
Rafi Aliya Crockett, Member  
Jeni Hansen, Member  
Edward S. Grandis, Member

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**ORDER ON SETTLEMENT AGREEMENT AND  
TERMINATING SETTLEMENT AGREEMENT AND  
AMENDMENT TO SETTLEMENT AGREEMENT**

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The official records of the Alcoholic Beverage Control Board (Board) reflect that a previous holder of a Retailer's Class CR license for the premises located at 2317 18th Street, NW, entered into a Settlement Agreement with KCA on April 24, 2008, and it was approved by the Board on July 31, 2008, and an Amendment to Settlement Agreement (Amendment) with

ANC 1C, KCA, and RCNA on October 2, 2013, and approved by the Board on October 23, 2013.

On June 2, 2022, Pitchers, LLC, t/a Pitchers (Petitioner), sought to terminate its Settlement Agreement and the Amendment, under D.C. Official Code § 25-446(d). In addition, the Petitioner filed an application for renewal of its Retailer's Class CR License.

The official records of the Board reflect that the Petitioner, ANC 1C, KCA, and RCNA have entered into a Settlement Agreement (Agreement), dated September 7, 2022, that governs the operations of the Petitioner's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Petitioner; Chairperson Fiona Clem, on behalf of ANC 1C; Denis James, on behalf of KCA; and Romaine Johnson, on behalf of RCNA; are signatories to the Agreement.

Accordingly, it is this 14th day of September 2022, **ORDERED** that:

1. The above-referenced Settlement Agreement submitted by the Parties to govern the operations of the Petitioner's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
2. The Settlement Agreement dated April 24, 2008, and the Amendment dated October 2, 2013, between the Parties are hereby **TERMINATED**; and
3. Copies of this Order shall be sent to the Parties.

District of Columbia  
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com  
*Donovan Anderson*  
Key: ac42b6db6645f5c0e4b732093d1dccc8

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com  
*James Short*  
Key: 543aa778929a7a08110308659488c

James Short, Member

eSigned via SeamlessDocs.com  
*Bobby Cato*  
Key: 256d3fadfue146d774b75bd7917d29d

Bobby Cato, Member

eSigned via SeamlessDocs.com  
*Rafi Aliya Crockett, Member*  
Key: b5076d1845e10e4016135e5c1c811cc

Rafi Crockett, Member

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*Jeni Hansen, Member*  
Key: 821728910509447491b580c2a418f8

Jeni Hansen, Member

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*Edward Grandis, Member*  
Key: 5027bda770f0040ec14a4ab52541e8

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

Also, pursuant to section II 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).

**AMENDED AND RESTATED SETTLEMENT AGREEMENT CONCERNING RENEWAL OF  
A LICENSE FOR THE SALE OF ALCOHOLIC BEVERAGES**

**AGREEMENT**, made this 7th day of September, 2022, by and among Pitchers, LLC t/a Pitchers and A League of Her Own (hereinafter "Applicant"), Advisory Neighborhood Commission 1C (hereinafter "ANC 1C"), the Kalorama Citizens Association (hereinafter "KCA"), and the Reed-Cooke Neighborhood Association ("RCNA") (collectively, the "Parties"), witnesseth:

**Whereas**, Applicant and KCA have a Settlement Agreement dated April 17, 2004 which was amended on April 24, 2008, and finalized by ABC Board Order No. 2008-0242 ("Original Agreement");

Whereas, the Original Agreement was amended by ANC Board Order No. 2013-455 to include ANC 1C and RCNA as additional parties ("Existing Agreement");

**Whereas**, Applicant has filed an application to renew its Retailer's Class C Restaurant ABC License (ABRA-110437) ("License") and to terminate or amend the Existing Agreement;

**Whereas**, Applicant's License includes Entertainment, Dancing, Holiday Extension, Sidewalk Cafe, and two Summer Garden Endorsements;

**Whereas**, Applicant's business is located at 2317-2319 18<sup>th</sup> Street, NW, Washington, DC on the lower level, 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> floors ("Premises");

**Whereas**, the Premises is located within the boundaries of ANC 1C and is within the membership boundaries of the KCA and RCNA.

**Whereas**, Parties desire to amend and restate the Existing Agreement and to create this new Amended and Restated Agreement ("A&R Agreement") through which Applicant will agree to adopt certain measures to address concerns of ANC 1C, KCA, and RCNA and to include this A&R Agreement as a formal condition of Applicant's renewal application to the Alcoholic Beverage Regulation Administration ("ABRA"). ANC 1C, KCA, and RCNA will agree to the approval of such renewal of the License provided that this Agreement is incorporated into the Alcoholic Beverage Control Board's order approving such application.

**Whereas**, Parties desire that the A&R Agreement replaces and supersedes the Existing Agreement between Applicant, KCA, ANC 1C, and RCNA (ABC Board Order No. 2008-0242 as modified by ABC Board Order No. 2013-455);

**Now, therefore**, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:

**1. Nature of Establishment & Operating Standards**

- A. At all times, Applicant shall operate with the primary purpose of food preparation and consumption. Applicant shall maintain a menu featuring, but not limited to, a selection of hot, cooked food items. Menus with food selections will be offered to patrons. The kitchen shall be staffed and maintained, open and operational, with food menu items available until at least one hour before closing. Applicant shall keep on hand sufficient food supplies to fulfill menu items, with staff to serve them.
- B. Applicant agrees to operate the Sidewalk Cafe in front of 2317 18<sup>th</sup> Street, NW only and shall follow the conditions set by the Public Space Committee and applicable DDOT regulations, including maintaining 6 feet of pedestrian pathway and current Certificate of Use.

## 2. Hours

### A. Interior Hours are the following:

#### i. Operation:

- a. Sunday through Thursday, 11:00am - 2:00am; and
- b. Friday & Saturday, 11:00am - 3:00am.

#### ii. Sales, Service & Consumption of Alcoholic Beverages:

- a. Sunday through Thursday, 11:00am - 1:45am; and
- b. Friday & Saturday, 11:00am - 2:45am.

iii. *Last call:* Applicant will announce "last call" 35 minutes before the end of operating hours and all sales of alcoholic beverages will end 25 minutes before the end of operating hours. However, patrons may continue to consume alcoholic beverages ordered at or before the end of sales until the end of the Hours of Sales, Service & Consumption of Alcoholic Beverages.

#### iv. Exceptions to the stated hours shall be granted for:

- a. Days designated by the ABC Board as "Extended Hours for ABC Establishments" or "Daylight Savings Time Extension of Hours" Licensee may operate for one additional hour (that is, one hour later);
- b. In the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours for specific occasions, such as Inauguration or World Cup, Licensee may avail itself of such extended hours; and
- c. On January 1 of each year Licensee may sell, serve, and permit the consumption of alcoholic beverages until 4:00am. ANC 1C, KCA, and RCNA shall not object to Applicant applying for a One-Day Substantial Change, in accordance with District law, so that it may offer interior Entertainment until 3:00am on January 1 of each year.
- d. There shall be no overnight operation at the establishment associated with Section 2(A)(iv). "Overnight operation" is considered between 4:00am and 8:00am without alcoholic beverage service.

#### v. Entertainment:

- a. Sunday through Thursday, 6:00pm - 1:30am; and
- b. Friday & Saturday, 6:00pm - 2:30am.

### B. Exterior Hours:

#### i. Sidewalk Cafe Hours of Operation and Sales, Service & Consumption of Alcoholic Beverages:

- a. Sunday through Thursday, 11:00am - 11:30pm; and
- b. Friday & Saturday, 11:00am - 1:00am.

#### ii. Summer Gardens Hours of Operation and Sales, Service & Consumption of Alcoholic Beverages:

- a. Sunday through Thursday, 11:00am - 1:45am; and
- b. Friday & Saturday, 11:00am - 2:45am.
- c. However, doors from the rear, inside portion of the rooftop Summer Garden will be kept closed each night of operation, stating at 11:00pm Sunday through Thursday and 12:00am Friday and Saturday.

iii. *Last call:* Applicant will announce "last call" 35 minutes before the end of operating hours and all sales of alcoholic beverages will end 25 minutes before the end of operating hours. However, patrons may continue to consume alcoholic beverages ordered at or the end of sales until the end of the Hours of Sales, Service & Consumption of Alcoholic Beverages.

iv. *Entertainment: Sunday through Saturday 2:00pm - 6:00pm.*

### **3. Occupancy**

- A. The total occupancy load of the establishment is 237 which is inclusive of the Summer Gardens' combined 86 occupancy load; and
- B. Notwithstanding Provision 9(B) of this A&R Agreement, the Parties agree to amend this section (3. Occupancy) to conform with the seat count(s) and occupancy load(s) recited on a new Certificate of Occupancy for the Premises after the Applicant has been issued a new Certificate of Occupancy and has complied with any requirements to receive such Certificate of Occupancy. The Parties shall submit the aforementioned amendment to the ABC Board within 60 days of the issuance of the new Certificate of Occupancy for the Premises.
- C. The Sidewalk Cafe capacity is 10 seats.

### **4. Entertainment, Dancing, Music & Noise**

- A. Applicant agrees that the live entertainment shall end 30 minutes before the legal closing hour each night that it is featured.
- B. Applicant agrees to maintain internal control during all Entertainment at the restaurant. Applicant shall ensure that an ABC Board-approved owner or an ABC Manager License holder will be on the premises during all Entertainment. Applicant agrees to operate the establishment under the terms of its license and will not rent out the establishment to third-parties for events where an ABC Board-approved owner or ABC Manager License holder is not present and managing the business. No third-party promoters will conduct business in the establishment. "Third-party promoter" does not include individuals hosting private events, not open to the general public, or individuals accepting donations on behalf of or in partnership with charitable organizations on the Premises.
- C. Applicant acknowledges familiarity with and agrees to comply with all applicable noise-control provisions of District of Columbia law and regulations. Applicant expressly agrees to prevent emissions of sound, capable of being heard in any residential premises, by any amplification device or other device or source of sound or noise, in accordance with D.C. Official Code, section 25-725. Further, the Applicant agrees to abide by all relevant provisions of the D.C. Noise Control Act of 1977 (D.C. Law 2-53), including 20 DCMR, Chapters 27 and 28, as amended.
- D. Applicant agrees not to place outside in the public space or Summer Garden, any loudspeaker, tape player, CD player, or other similar device, or to place any inside speaker in such a way that it projects sound into the public space or Summer Garden. Notwithstanding the foregoing or any other provision in this A&R Agreement, for the duration that the ABC Board, DC Council, and/or the Mayor permits licensees to provide pre-recorded music and Entertainment on streateries, Applicant may provide prerecorded music on its exterior premises until 12:00am and Entertainment within the hours described above at Section 2(B)(iv), with the exception of the Sidewalk Cafe. Any prerecorded music played will be only ambient background music. Neither music nor Entertainment offered outside shall be audible in residential units.
- E. The entry door to the establishment shall be kept closed at all times during hours that the business is operating except to provide ingress to or egress from the establishment and to allow staff to serve customers on the exterior seating.
- F. Sound from inside will not be audible in residential housing units.

### **5. Trash/Garbage/Rodents**

- A. Applicant shall maintain regular trash/garbage removal service to remove trash from the trash and dumpster area at least 5 times per week and see that the trash and dumpster areas remain clean. Should Applicant's dumpsters not be adequate to contain the amount of trash generated, additional pick-ups shall be called for immediately. Applicant shall deposit trash and garbage only in rodent-proof dumpsters and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant shall make reasonable and necessary effort to eliminate food sources for rodents and help eliminate the rat population.
- B. Applicant agrees not to dispose of bottles and recyclables in a manner that would have an adverse effect on peace, order and quiet in the neighborhood and shall not dispose of bottles and recyclables in dumpsters in a manner that creates noise that can be heard in residential premises between the hours of 11:00 pm and 8:00 am.

- C. Applicant agrees not to place or cause to be placed any fliers, handbills, or other similar advertisements in the public space, specifically on lampposts, street signs, or any vehicle parked in the public space.
- D. Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the trash dumpsters.

**6. Exterior, Including Public Space**

- A. Applicant shall assist in the maintenance of the alleyway behind and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable DC laws and regulations in these respects.
- B. Applicant shall make reasonable and necessary effort to prevent or disperse loitering or any other source of noise or disturbance in the areas to the front and rear of the premises during business hours and at closing, and to cause patrons to leave those areas quietly at closing through signage or other means.
- C. Applicant shall make reasonable and necessary efforts to prevent the formation of a line on the public space in front of the establishment due to fire safety and noise concerns and the obstruction of the pedestrian passageway.

**7. Bar/Pub Crawls:** Applicant agrees not to promote or participate in bar or pub "crawls," "tours," or similar events.

**8. Consideration of Neighbors:** Applicant will encourage employees and patrons to be considerate of neighboring residents at all times through signage or other means. Applicant will encourage employees and patrons leaving the establishment to keep conversations and noise to a minimum from 11:00pm to 8:00am through signage or other means.

**9. Final Agreement and Modification**

- A. This A&R Agreement can be modified only by the ABC Board, by mutual agreement of all the Parties with the approval of the ABC Board, or as required by District law. In the case of ANC 1C, any modification must be approved by a majority of the commissioners at a duly noticed public meeting, a quorum being present.
- B. This A&R Agreement supersedes any other prior agreements concerning this license, and shall constitute the only agreement between the Parties, except to the extent it is subsequently modified by the Parties. For purposes of DC Official Code Section 525-446(d)(2)(B), the date of the ABC Board's approval of this agreement shall be considered its initial approval of this Agreement and shall commence the applicable period.

**10. Regulations:** In addition to the foregoing, Applicant shall operate in compliance with all applicable laws and regulations. Further, nothing in this Agreement shall preclude ANC 1C, KCA, or RCNA from filing an objection to any request by the Applicant to the Board of Zoning Adjustment.

**11. Availability of Settlement Agreement:** Applicant agrees to keep available at all times a copy of this Agreement at the Premises and shall familiarize all employees with its conditions.

[signatures on the following page]

**ANC 1C:**


**Advisory Neighborhood Commission 1C**

By:   
Fidna Clem, Chairperson ANC 1C

Date: 9/7/2022

**KCA:**

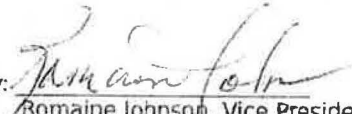
**Kalorama Citizens Association**

  
By: \_\_\_\_\_  
Denis James, President

Date: August 24, 2022

**RCNA:**

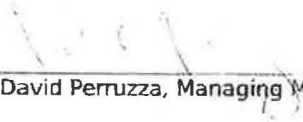
**Reed-Cooke Neighborhood Association**

By:   
Romaine Johnson, Vice President

Date: 8/26/22

**Applicant:**

**Pitchers, LLC**

By:   
David Perruzza, Managing Member

Date: 8/22/22





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

<b>In the Matter of:</b>	)	
	)	
Adams Morgan Spaghetti, Inc.	)	
t/a Spaghetti Garden	)	
	)	Case No. 11987-07/031P
Application for an	)	License No. 10284
Entertainment Endorsement	)	Order No. 2008-0242
To a Retailer's Class "CR" License	)	
at premises	)	
2317 18th Street, N.W.	)	
Washington, D.C.	)	
	)	

Adams Morgan Spaghetti, Inc., t/a Spaghetti Garden, Applicant

Bryan Weaver, Chairperson, and M. Mindy Moretti, Vice Chairperson, on behalf of Advisory Neighborhood Commission 1C; Denis James, President, Kalorama Citizens Association; Thomas Hawkins, Tracey Williams, Joseph G. Kinner, Carol J. Erting and Julian Epstein (A Group of Five or More Individuals), Protestants

**BEFORE:** Peter B. Feather, Chairperson  
 Judy A. Moy, Member  
 Mital M. Gandhi, Member  
 Nick Alberti, Member  
 Charles Brodsky, Member  
 Donald Brooks, Member  
 Herman Jones, Member

**ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST**

The Application filed by Adams Morgan Spaghetti Garden, Inc. t/a Spaghetti Garden, (Applicant), for an Entertainment Endorsement, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call hearing on March 21, 2007 in accordance with D.C. Official Code § 25-601 (2001). Advisory Neighborhood Commission (ANC) 1C filed timely opposition by letter dated February 22, 2007. Denis James, President, on behalf of Kalorama Citizens Association (KCA) filed timely opposition by letter dated March 5, 2007. Thomas Hawkins, Tracey Williams, Joseph G. Kinner, Carol J. Erting and Julian Epstein (A Group of Five or More Individuals) filed timely opposition to the Application on March 3, 2007. On November 28, 2007, the protest of ANC 1C was dismissed by the Board due to the ANC's failure to appear at the Status Hearing.


**Adams Morgan Spaghetti Garden, Inc.**  
**t/a Spaghetti Garden**  
**License No. 10284**  
**Case No. 32861-08/019P**  
**Page Two**

The official records of the Board reflect that the Applicant and KCA have reached an Agreement which has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the Voluntary Agreement, dated April 24, 2008, KCA has agreed to withdraw its protest, provided, however, the Board's approval of the pending Application is conditioned upon the Licensee's continuing compliance with the terms of the Voluntary Agreement.

Accordingly, it is this 31st day of July 2008, **ORDERED** that:

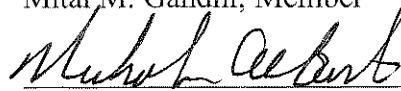
1. The protests of KCA is **WITHDRAWN**;
2. The Application filed by Adams Morgan Spaghetti Garden, Inc. t/a Spaghetti Garden, for an Entertainment Endorsement to its Retailer's Class "CR" License at 2317-19 18th Street, N.W., Washington, D.C., is **GRANTED**;
3. The above-referenced Agreement is **INCORPORATED** as part of this Order;  
and
4. Copies of this Order shall be sent to the Protestants and to the Applicant.

District of Columbia  
Alcoholic Beverage Control Board

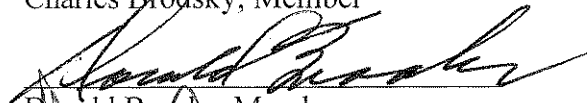
  
Peter B. Feather, Chairperson


  
Judy A. Moy, Member

Mital M. Gandhi, Member

  
Nick Alberti, Member

Charles Brodsky, Member

  
Donald Brooks, Member

  
Herman Jones, 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, 941 North Capitol Street, N.E., Suite 7200, Washington, D.C. 20002.

**COOPERATIVE AGREEMENT CONCERNING  
SUBSTANTIAL CHANGE OF ABC LICENSE  
FOR SALE OF ALCOHOLIC BEVERAGES**

**AGREEMENT**, *first* made and entered into *on the* 17th day of April, 2004, *and amended by the parties this 24<sup>th</sup> day of April, 2008, is* by and between Adams Morgan Spaghetti Garden, Inc. trading as Spaghetti Garden (the "Applicant"), and Kalorama Citizens Association ("KCA"), *hereinafter, the Applicant and the KCA comprise the "Parties". Amendments made since April 17, 2004 are shown in bold italics.*

**Whereas**, Applicant has filed an Application (No. 11987) with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board") for the substantial change of a Class CR-03 License (No.10284) located at 2317-19 18<sup>th</sup> Street, N.W., Washington DC 20009,

**Whereas**, in recognition of the Board's policy of encouraging parties to settle their differences by reaching Cooperative Agreements, the Parties hereto desire to enter into a Cooperative Agreement whereby (1) Applicant will agree to adopt certain measures to address the KCA's concerns and to include this Agreement as a formal condition of its Application, and (2) the KCA will agree to the approval of the application provided that such Agreement is incorporated into the Board's order approving such application, which order is thereby conditioned upon compliance with such Agreement,

**Whereas**, Applicant has recently taken or intends to take certain measures designed to ameliorate the KCA's concerns,

**Now, therefore, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:**

**The Parties agree that this agreement replaces and nullifies any and all previous agreements between the Parties.**

**There is a companion agreement that addresses the placement of the "Roxanne" license into safekeeping, signed and dated April 17, 2004.**

**The License will change from a Class CR-02 to a Class CR-03.**

**1. Operation**

At all times, the Applicant shall operate as a bona-fide restaurant with the primary purpose of food preparation and consumption. The kitchen shall be open and operational with cooked food menu items available at all times when the establishment is open for business.

**2. Hours of Operation**

**INSIDE:**

Sunday: 12:00 noon until 2:00 am

Monday through Thursday: 12:00 noon until 2:00 am  
Friday and Saturday: 12:00 noon until 3:00 am

**SUMMER GARDEN (the outside portion of the rooftop of 2319 18<sup>th</sup> Street):**

Sunday through Thursday: 12:00 noon until 1:00 am. *No further* patrons will be seated after 1:00 am. Patrons seated before 1:00 am may remain to finish those orders placed before 1:00 am.  
Friday and Saturday: 12:00 noon until 2:00 am. *No further* patrons will be seated after 2:00 am. Patrons seated before 2:00 am may remain to finish those orders placed before 2:00 am

The doors from the rear, inside portion of the rooftop **Summer Garden** will be kept closed each night of operation, starting at:

11:00 pm, Sunday through Thursday, and 12:00 midnight, Friday and Saturday

**SIDEWALK CAFÉ (public space in front of 2317 18<sup>th</sup> Street):**

Sunday through Thursday: 12:00 noon until 11:30 pm *No further* patrons will be seated after 11:30 pm. Patrons seated before 11:30 pm may remain to finish those orders placed *before* 11:30 pm.  
Friday and Saturday: 12:00 noon until 1:00 am. *No further* patrons will be seated after 1:00 am. Patrons seated before 1:00 am may remain to finish those orders placed *before* 1:00 am.

Applicant agrees to not operate a Sidewalk Café in front of 2319 18<sup>th</sup> Street, N.W.

Applicant agrees to operate the Sidewalk Café in front of 2317 18<sup>th</sup> Street under the following conditions set by the Public Space Committee on 3-27-95:

- a.) Applicant will obtain and keep current the required Certificate of Use.
- b.) The rental period for the Sidewalk Café will be from April 1 through October 30, each year.
- c.) All furniture, railing and equipment will be removed from public space between November 1 and March 30, each year.
- d.) The Sidewalk Café will be laid out in accordance with the approved drawing and will provide six (6) feet of clear passageway between the tree box and the Sidewalk Café railing.
- e.) The use of public space for the Sidewalk Cafe will comply with all applicable provisions of Chapters 2 and 3 of 24DCMR.

Further, Applicant agrees to remove the wood decking and operate the sidewalk café on the concrete sidewalk.

Last call will be announced 35 minutes before closing and all sales of alcohol will end 25 minutes before closing, each night of operation.

3. Occupancy

Capacity will not exceed:

2317 18<sup>th</sup> Street: Spaghetti Garden/Brass Monkey: Seating, Tables, Chairs and Bars:

First Floor: 50  
Second Floor: 50

**Total, 2317 18<sup>th</sup> Street            100**

2319 18<sup>th</sup> Street: Roxanne/Peyote: Seating, Tables Chairs and Bars:

First Floor (Basement)            46

Second & Third Floors  
(Combined)                            91

**Total, 2319 18<sup>th</sup> Street            137**

**Total Restaurant Occupancy of Combined Business Operations and Premises:            237**

Sidewalk Café on Public Space in front of Spaghetti Garden, 2317 18<sup>th</sup> Street:            10

#### 4. Noise/Music/Dancing

Applicant acknowledges familiarity with and will comply with all applicable noise-control provisions of District of Columbia law and regulations, including, but not limited to:

a) Preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with the DC Noise Control Act of 1977 (Public Law 2-53), as amended. The Applicant agrees to abide by all Alcoholic Beverage Control regulations, as amended.

b) The doors and windows of the premises will be kept closed at all times during business hours when music is being played, or a sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress to or egress from the premises.

c) Music from inside will not be audible at surrounding residential housing areas.

d) There will be no cover charge.

e) *The area in the rear of the first floor of the Spaghetti Garden space at 2317 18<sup>th</sup> Street between the seating area and the area described below in g) where live musicians may perform shall be designated as the dance floor. The ending hours of the designated dance floor shall be 1:30 a.m. on Thursday, 2:30 a.m. on Friday and Saturday, and 3:30 a.m. on New Year's Eve.*

f) Karaoke performances are permitted in the Basement of Roxanne/Peyote, 2319 18<sup>th</sup> Street.

g) A trio of acoustic instrument musicians (no amplification) may perform at the rear of the first floor of 2317 18<sup>th</sup> Street, N.W. (The Spaghetti Garden Space). While live music performances take place, all front doors and windows will be closed.

*h) The Licensee shall maintain fixed furniture, such as dining booths, along the north wall of the ground floor of the premises. Furniture shall not be moved on the 2<sup>nd</sup> floor of either 2317 or 2319 18<sup>th</sup> Street after the dining hour to accommodate dancing.*

*i) Advertising of dancing. Licensee shall not advertise or otherwise market the premises to the general public for dancing. Nothing herein shall preclude Licensee from marketing the availability of dancing in connection with special events, closed to the public, such as birthday parties, office parties, fund-raisers and receptions, or for New Year's Eve.*

*j) DJ performances may take place at the establishment on Thursday until 1:30 a.m., Fridays & Saturdays until 2:30 a.m. and until 3:30 a.m. on New Year's Eve. This does not preclude the playing of pre-recorded and background music. Nothing herein shall preclude the Licensee from having a DJ or dancing in connection with a special event, closed to the public, such as birthday and office parties, weddings, and fundraiser receptions.*

*k) The Licensee shall keep a log or other written record of special events involving a DJ or dancing.*

#### 5. Trash/Garbage/Rodents

- a) Applicant shall maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remains clean. Applicant shall deposit trash and garbage only in rodent-proof dumpsters and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant will make every reasonable effort to eliminate food sources for rodents to help eliminate the rat population.
- b) Applicant agrees to segregate bottles and recycle bottles, cans and cardboard in accordance with DC law from trash and agrees not to dispose of the recycling and refuse in the outside trash dumpsters or recycling containers between the hours of 11:00 pm and 8:00 am.

#### 6. Exterior, Including Public Space

- a) Applicant shall assist in the maintenance of the alleyway behind and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulations in these respects. Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front of or to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas quietly at closing.
- b) Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the trash dumpsters.

#### 7. Miscellaneous

- a) Applicant agrees not to place outside in the public space Sidewalk Café or the Summer Garden any loudspeaker, tape player, CD player or other similar device, or to place any inside speaker in such a way that it projects sound into the public space Sidewalk Cafe or the Summer Garden
- b) Applicant agrees to operate the establishment under the terms of its license and will not rent out the establishment to third parties for events where the owner-manager is not present and managing the business.
- c) Applicant agrees not to place or cause to be placed any fliers, handbills or other similar advertisements in the public space, specifically on lampposts, street signs or any vehicle parked in the public space.

#### 8. Bar/Pub Crawls

Applicant agrees not to promote or participate in bar or pub “crawls”, “tours”, or similar events.

#### 9. Consideration

Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees and patrons leaving the establishment to keep conversations and noise down from 11:30 pm to 7:00 am.

#### 10. Modification

This Agreement can be modified only by the ABC Board, or by mutual agreement of all the parties with the approval of the ABC Board.

11. Regulations

In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations. Further, nothing in this Agreement shall preclude the KCA from filing an objection to any request by the Applicant to the Board of Zoning Adjustment.

12. Availability of Voluntary Agreement

Applicant agrees to keep available at all times a copy of this Agreement at his establishment and to familiarize all his employees with its conditions.

*For Applicant Adams Morgan Spaghetti*

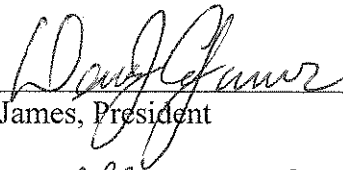
*Garden, Inc.:*

By:  \_\_\_\_\_

Iraj Askarinam

Date: 4, 29, 08

For Kalorama Citizens Association

By:  \_\_\_\_\_

Denis James, President

Date: APRIL 24, 2008