

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

_____))
In the Matter of:))
))
Picantelli, LLC))
t/a The Ministry))
))
Applicant for a New))
Retailer's Class CT License))
))
at premises))
601 New Jersey Avenue, NW))
Washington, D.C. 20001))
_____)

License No.: ABRA-108087
Order No.: 2018-413

Picantelli, LLC, t/a The Ministry (Applicant)

Emily Beline, on behalf of Advisory Neighborhood Commission (ANC) 6C

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member
Donald Isaac, Sr., Member
Bobby Cato, Member
Rema Wahabzadah, Member

ORDER ON SETTLEMENT AGREEMENT

The Application filed by Picantelli, LLC, t/a The Ministry (Applicant), Applicant for new Retailer' CT License, and ANC 6C have entered into a Settlement Agreement (Agreement), dated June 1, 2018, 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 Emily Beline, on behalf of ANC 6C, are signatories to the Agreement.

Accordingly, it is this 27th day of June, 2018, **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 modification:

Section 7 (Reporting and Consultation) – The language “to the ANC” shall be replaced with the language “to the ANC and the ABC Board upon request.”

The parties have agreed to this modification.

2. Copies of this Order shall be sent to the Applicant and ANC 6C.

District of Columbia
Alcoholic Beverage Control Board

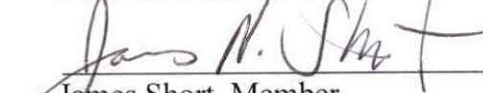


Donovan Anderson, Chairperson



Nick Alberti, Member

Mike Silverstein, Member



James Short, Member



Donald Isaac, Sr., Member



Bobby Cato, Member

Rema Wahabzadah, 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 1st day of June, 2018 by and between Piccanteli, LLC d/b/a/ The Ministry ("Applicant"), at 601 New Jersey Ave., NW, Washington DC, 20001, ABRA License #108087 and Advisory Neighborhood Commission 6C (the "ANC"), (collectively, the "Parties").

PREAMBLE

Through this Agreement both parties aim to create an environment in which the Applicant may operate as a viable contributing establishment in the ANC 6C community.

WITNESSETH

WHEREAS, Applicant has applied for a Retailer's Class "C" Tavern license at 601 New Jersey Ave., NW, Washington DC 20001 (the "Premises");

WHEREAS, the ANC has concerns regarding the granting of this application;

WHEREAS, in recognition of the Alcoholic Beverage Control Board's (the "ABC Board") policy of encouraging parties to a potentially contested proceeding to settle their differences by reaching voluntary agreements, by their signatures below, the parties hereto desire to enter into a Settlement Agreement whereby (1) Applicant will agree to adopt certain measures to address ANC's concerns and to include this Agreement as a formal condition of its application, and (2) ANC will agree to the issuance of the new license provided that such an agreement is incorporated into the ABC Board's order issuing the license, which license is conditioned upon compliance with this Agreement;

WHEREAS, the Parties believe that the statements and provisions contained in this Agreement are reasonable and shall become wholly integrated into the day-to-day operation of the Establishment; and

WHEREAS, the Parties have agreed to enter into this Agreement and request that the ABC Board approve the Applicant's license application conditioned upon the Applicant's compliance with the terms of this written Agreement.

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 Business.** Applicant will operate at all times as a bona fide Class C Tavern (as such term is defined in ABC statutes and regulations).
3. **Hours of Operation:** Applicant's hours during which alcohol is served shall not exceed:

ALCOHOLIC BEVERAGE CONTROL BOARD
2018 JUN - 4 P 11:23
ABRA

Sunday to Thursday: 8:00 A.M. to 10:00 P.M.

Friday and Saturday: 8:00 A.M. to 1:30 A.M.

On days designated by the D.C. ABC Board as "Extended Hours for ABC Establishments," or in the event that the ABC Board or the Council of the District of Columbia grants licensees in general extended operating hours, applicant may avail itself of such extended hours by continuing operations until 2:00 A.M. Applicant agrees that after cessation of "operating hours," no patrons shall remain on the premises.

4. **Deliveries.** Applicant will make commercially reasonable efforts to require its vendors to make all deliveries of food, beverages, and supplies between the hours of 5:00 A.M. and 8:00 P.M. Applicant acknowledges that deliveries will be made to its enclosed loading dock space, the entrance to which is located in an alleyway which is accessed on Massachusetts Avenue, NW or on F Street, NW during the times before 8:00AM and after 7:00PM. At all other times, Applicant shall make deliveries to its front-door entrance on New Jersey Avenue, NW .
5. **Public Space and Trash.** Applicant will make commercially reasonable efforts to maintain the public space immediately adjacent to and in front of the Premises in a clean and orderly manner. Applicant shall regularly inspect and clean the public space immediately adjacent to and in front of the Premises as necessary. Applicant agrees that its collected trash or recyclables shall not remain outside the building during non-operating hours except in Landlord-provided trash receptacles in the loading dock area of the building. Applicant acknowledges that its disposed trash and recyclables will be held for collection inside its loading dock located in the off-street alleyway, or at such other locations as are designated by its Landlord in its discretion under Applicant's lease for its Premises.
6. **Noise.** The establishment operation shall at all times be in compliance with the D.C. Noise Control Act and D.C. Code 25-725. Licensee acknowledges that noise is a critical issue for the neighborhood. Applicant will encourage employees and patrons in the Applicant's Premises and in the public space immediately adjacent to the Applicant's Premises to be considerate of residents in the neighborhood by keeping voices and all other noises at a level that will not disturb the peace, order, quiet, and tranquility of residents in the enjoyment of their homes. In the furtherance of the foregoing, Applicant agrees that any music or other sound produced by loudspeakers located or positioned outside the Premises shall be in use only during the hours of 7:00 AM to 10:00 PM and shall be maintained at a level such as in no event to disturb the peace, order and quiet of the residents in their abodes in the neighborhood and in any event which is in compliance with the relevant decibel levels as required by the D.C. Code and relevant regulations.
7. **Reporting and Consultation.** For a period of six (6) months following the ratification of this Settlement Agreement, applicant agrees to provide to the ANC and its relevant

committee notification within five (5) days following the ANC (or its relevant committee's) written request regarding any noise complaints received, as well as any mitigating circumstances surrounding each complaint and Applicant's actions to address the source of the complaint. In the event that there are any unresolved noise complaints on or before the end of the six (6) month period, Applicant agrees to meet with the relevant ANC committee at the termination of this six month period for the purpose of undertaking reasonable remedial steps to attempt to reasonably address any complaints received, as well as to meet on an interim basis at the request of the ANC or its relevant committee if complaints are received from at least five (5) different residences within a two (2) block radius of Applicant's establishment regarding a single event during the six month period.

8. **Notice and Opportunity to Cure.** In the event that either party is in breach of this Agreement, the breaching-party shall be entitled to reasonable notice and opportunity to cure in the form of thirty (30) days notice before the non-breaching party can seek enforcement of the Agreement. If the breaching party fails to cure within thirty (30) days, (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), then the non-breaching party shall be entitled to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-447.

If to Applicant: Piccanteli, LLC d/b/a The Ministry
601 New Jersey Ave., NW
Washington DC 20001
Attn: Elisa Bennaton

With a copy to : Bryan K. Short
Phone: (202) 888-2107
e-mail: bryanshort@effectus.legal

If to ANC: Advisory Neighborhood Commission 6C
P.O. Box 77876
Washington, DC 20013-7787
Attn: Stephen O'Neal and Jason Starr, ABC Committee Co-Chairs
Phone: 847-334-0749
e-mail: stoneal@gmail.com and jstarr129@gmail.com

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.

9. **No Protest.** Upon execution of this Agreement by the Parties, the ANC shall not protest the Applicant's pending license application.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

The ANC:

E. Beline

Emily Beline, ABL Committee Member, ANC 6C

Date: 1 June 2018

APPLICANT:

Piccanteli, LLC d/b/a The Ministry

By: E. Bennaton
Elisa Bennaton, Managing Member

Date: 1 June 2018

EFFECTIVE
FLEXIBLE
RESULTS

Effectus

1101 Connecticut Avenue, NW
Suite 450
Washington, DC 20036

Bryan K Short
Direct Dial: 202-888-2107
Email: bryanshort@effectus.legal

June 4, 2018

Alcoholic Beverage Regulation Administration
2000 14th Street
Suite SW400
Washington, DC 20009

ABRA

ALCOHOLIC BEVERAGE
REGULATION ADMINISTRATION
2018 JUN -4 P 4:38

RE: ABRA Class CT License Application
Applicant: Piccanteli, LLC
ANC: ANC 6C

Dear Members of the Board:

The Applicant has filed for a Class "CT" Tavern license in the District of Columbia. ANC 6C is the relevant Advisory Neighborhood Commission. As a result of Applicant's License Application, the ANC advised that it would protest the License Application unless a Settlement Agreement were reached.

Prior to the filing of a protest by the ANC, the ANC and the Applicant were able to agree to terms for the Settlement Agreement. Attached to this letter for submission and approval by the Board is the Settlement Agreement between the ANC and the Applicant.

The ANC and the Applicant jointly request that this Settlement Agreement be approved by the Board and made a part of the License upon its issuance. On these grounds, the ANC has agreed not to protest the license, or to withdraw its protest if one has already been filed.

We ask the Board please review and approve this Settlement Agreement and enroll it among the restrictions and requirements of the License upon approval of the Applicant's License Application.

Sincerely,


Bryan K Short