

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

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In the Matter of:)	
Wabi Corporation, Inc.)	
t/a Windows Café and Market)	
)	
Application to Renew its)	License No. 60506
Retailer's Class B License)	Order No. 2009-007
at premises)	
)	
101 Rhode Island Ave. N.W.)	
Washington, D.C. 20001)	
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Wabi Corporation, Inc. t/a Windows Café and Market, Applicant

John T. Salatti, Commissioner, Advisory Neighborhood Commission 5C

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

ORDER ON VOLUNTARY AGREEMENT

The official records of the Alcoholic Control Board (Board) reflect that Wabi Corporation, Inc. t/a Windows Café and Market, Applicant to renew its Retailer's Class B license located at 101 Rhode Island Ave., N.W., Washington D.C., and John T. Salatti, Commissioner, on behalf of Advisory Neighborhood Commission (ANC) 5C, (collectively, the Parties) have entered into a Voluntary Agreement (Agreement) dated December 29, 2008 setting forth the terms and conditions that govern the operation of the Applicant's establishment.

The Agreement restricts the hours of operation and the sale and service of alcoholic beverages to those hours permitted by statute and regulation. Moreover, the Applicant shall comply with all laws and regulations of the District of Columbia that govern the operation of the establishment. The Agreement has been reduced to writing and has been properly executed and filed with the Board. Both the Applicant and Commissioner Salatti are signatories to the Agreement.

Wabi Corporation, Inc.
t/a Windows Café and Market
License No. 60506
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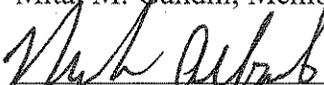
Accordingly, it is this 14th day of January 2009, **ORDERED** that:

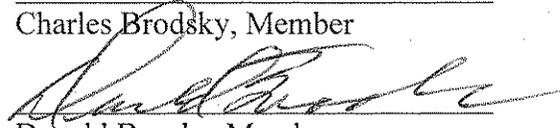
1. The Application filed by Wabi Corporation, Inc. t/a Windows Café and Market to renew its Retailer's Class B license located at 101 Rhode Island Ave., N.W., Washington, D.C., is **GRANTED**
2. This above-referenced Voluntary Agreement submitted by the Parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
3. Copies of this Order shall be sent to the Applicant and to ANC 5C.

District of Columbia
Alcoholic Beverage Control Board


Peter B. Feather, Chairperson


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.

VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT ("Agreement") made this 29th day of Dec., by and between Windows ("Applicant") and Advisory Neighborhood Commission ("ANC 5C") ("Protestant"); *cafo & Martcot*

WITNESSETH

Recital 1. WHEREAS, Applicant has filed for renewal of its retailer's license Class B for premises located at *101 Rt. Ave, NW*, Washington, DC;

Recital 2. WHEREAS, the parties have agreed to enter into this Agreement and request that Alcohol Beverage Control Board ("ABC Board") to approve the Applicant's renewal conditioned upon 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 a binding part of this Agreement.
- 2. **Compliance with DC Law.** Applicant shall comply with all laws and regulations of the District of Columbia that govern the operation of the establishment, including laws and regulations governing the Class B license to which this Agreement applies.
- 3. **Cleanliness and Condition of Premises.** Applicant shall take all reasonable measures to assure that the *immediate environs* of the establishment are kept free of litter and debris. *Immediate environs* is defined in D.C.M.R 720.2 as including "all property on which the premises are located; all property used by the licensee to conduct its business, whether part of the premises or not, including parking lots and the portion of alleys, sidewalks, or other public property immediately adjacent to the premises or adjacent to the property used by the licensee to conduct its business."

(a) Maintaining the establishment's premises.

- 1. On days the establishment is open, Applicant shall clean the sidewalk in front of its premises up to and including the curb, and remove trash from the alley behind the premises, by 10:00 am and once again within one hour of closing.
- 2. Applicant shall remove snow and ice from the sidewalk and follow all applicable DC laws and regulations with respect to snow and ice removal.
- 3. Applicant shall generally maintain the property in commercially reasonable condition and promptly remove or paint over any graffiti written on exterior walls of the establishment.

(b) Trash, garbage, recycling.

- 1. Applicant shall maintain trash, garbage, and recycling material storage facilities in which all containers have lids that are kept securely closed at all times. Applicant shall supply enough containers to contain all trash, garbage, and recycled materials generated by the establishment and shall assure that the trash, garbage, and recycled materials are removed regularly.

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ALCOHOLIC BEVERAGE
REGULATION ADMINISTRATION

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2. Applicant is also responsible for taking care of the public trash receptacles placed out of their establishment.
 - (c) Pay phones. Applicant shall not support the installation of any pay phones around the establishment.
 - (d) Outside lights. Applicant shall install and maintain high-intensity flood-lights on the exterior of its premises so as to fully light any abutting alleyway from dusk until dawn, to the extent such lighting is not already present on the exterior of the establishment.
 - (e) Rodents, etc. Applicant shall exercise due diligence to prevent and/or rid vermin infestation in and around the property, including following, minimally, the recommendations and guidelines of the Rodent and Vector Control Division of the Department of Health.

4. **Loitering.** The parties recognize that loitering in and around the establishment adversely impacts the peace, order, and quiet of the neighborhood. Applicant shall post "No Loitering" signs in a prominent place on the exterior of the building. Applicant shall take all reasonable measures to prohibit and prevent loitering within, in front, and in the rear of the establishment, including:
 - (a) Asking loiterers to move on when they are observed outside the establishment;
 - (b) Calling the Metropolitan Police Department to remove loiterers if they refuse Applicant's request to move on;
 - (c) Calling the Metropolitan Police Department if illegal activity is observed (such as, but not limited to, public drinking of alcohol, public urination, drug use, and gambling);
 - (d) Keeping a written record of dates and times (*i.e.*, log) when the Metropolitan Police have been called for assistance;
 - (e) Providing the log to the ABC Board, and for good cause shown to the ABC Board, to any valid protestant group during hearings involving future renewals or contestant proceedings involving Applicant's license.

5. **Alcohol Abuse Prevention.**
 - (a) Applicant shall not, directly or indirectly, knowingly sell or deliver alcoholic beverages to any intoxicated person, or to any person of *intemperate habits*, or to any person who appears to be intoxicated. Applicant shall cooperate with the Metropolitan Police and health and social service agencies to identify such persons. A person of *intemperate habits* is defined as any person arrested or cited for alcohol-related offenses by the Metropolitan Police for any alcohol-related crime three times or more in any one year, and who has been so identified to Applicant by the Metropolitan Police Department by giving a photo and name to Applicant.
 - (b) Applicant shall not sell or deliver alcoholic beverages to any person or persons under the age set by DC Code (currently, 21), and will prominently display the fact that such sales are prohibited and that patrons must produce valid proof of age.

- (c) Applicant shall prohibit the public consumption of alcohol within or within ten feet of the building.
 - (d) These specific sale restrictions shall be posted on signs in the establishment.
- 6. **Restriction on Hours of Alcoholic Beverage Sales.** Applicant shall not sell alcohol before or after ABC regulated hours.
- 7. **Limitations on Advertising.** Applicant shall remove and/or not install signs advertising alcoholic beverages or cigarettes in windows so as to obstruct visibility into the establishment. Applicants agrees that window advertisements will not cover more than 25% of the space on any single window. Applicants shall not advertise alcoholic beverages or cigarettes on the exterior walls of the premises.
- 8. **Limitations on Non-Alcohol Retail Items.** Applicant shall not provide "go cups" (as defined in DCMR 709.7) to customers. Applicant may sell disposable cups to customers provided such cups are pre-packaged and contain no less than 12 cups. Applicant shall only sell or provide ice to customers in pre-packaged forms containing no less than 5 pounds. Applicant shall not sell single cigarettes or single Phillies blunt cigars, cigarette rolling paper, glassine bags, plastic bags smaller than sandwich size in non pre-packaged form, or any other form of drug paraphernalia.
- 9. **Cooperation with Community.** Applicant shall reasonably cooperate with Protestant in efforts, including but not limited to, alleviating alcohol abuse problems, illegal drug activity and loitering. To cooperate, Applicant agrees, among other things, to participate in community meetings and programs as the circumstances may warrant. Applicant shall reasonably cooperate with Protestant to improve the overall environment in and immediately around the establishment to make it a more pleasant, safe area for residents, customers, and businesses.
- 10. **Participation in ANC Meetings.** To maintain an open dialog with the community and cooperatively address and control any problems associated with its operations, Applicant, upon reasonable notice from the ANC, shall send a representative of the establishment to a meeting(s) of the ANC to discuss and find ways to reasonably solve such problems.
- 11. **License Ownership.** Applicant agrees to abide by all ABC regulations regarding the ownership and transfer of the license, including, without limitation, providing legal notice to the Advisory Neighborhood Commission of any proposed transfer or substantial change in operations. If Applicant wishes to transfer its license, it agrees that it shall make the transfer conditional on the transferee appearing at a public hearing arranged by the Commissioner and responding to questions from the residents of the single member district in which the business is located.
- 12. **Community Information.** Applicant agrees to give the Advisory Neighborhood Commissioner of the single member district where the business is located a list of the prices that Applicant is charging for all items for sale in the business. The list is to include the shelf name of the product and the price that Applicant is charging customers.

Applicant shall supply this information to the Commissioner on the 15th day of January, April, July, and October of each year. Applicant shall supply this list either on paper or in a computer file and shall deliver the list to the Commissioner's physical address or e-mail address.

13. **Binding Effect.** This Voluntary Agreement binds and is enforceable against the successors and assignors of the Applicant.
14. **Notices.** In the event Applicant violates a provision of this Voluntary Agreement, the person(s) or the association or other entity alleging such violation shall notify Applicant in writing. Any notices required to be made under this Agreement must be in writing and delivered to the other parties to this Agreement either by certified mail, return receipt requested, postage prepaid, or by hand. Notice is deemed to be received upon mailing.

Once notified, Applicant has 30 days to cure the violation. If Applicant does not cure the violation within 30 days, action against Applicant on the basis of the violation can be undertaken.

If the Applicant has incurred a material violation of the Agreement or its ABC license and has not corrected that violation within 30 days of receiving proper notice, the ABC Board will have cause for seeking a Show Cause Order.

15. **Counterparts.** The parties to this Agreement may execute simultaneously two or more counterparts, each of which is deemed an original, but all of which together constitute one and the same instrument.

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

APPLICANT:

By: H [Signature]
Name HUNSELONAW ABEJE
Address 101 RHODE ISLAND AVE NW
Washington, DC 20001
Date: 12-29-08

WITNESS:

[Signature]
Date: 12-29-08

PROTESTANT:

By: [Signature]
Name John T. Salotti, ABC 5004
Address 1312 Street NW
Washington, DC 20001
Date: 12-29-08