

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

In the Matter of:)
)
Ghana Cafe, LLC)
t/a Ghana Cafe)
)
New Application for Retailer's)
Class CR License) License No. 82751
) Order No. 2009-255
at premises)
1336 14th Street, N.W.)
Washington, D.C. 20005)
)

Ghana Cafe, LLC, t/a Ghana Cafe, Applicant

Charles Reed, Chairperson, Advisory Neighborhood Commission (ANC) 2F

1426 Rhode Island Condominium Association

The Willison Condominium Association

Jeffrey Dzieweczynski, Jim Kane, Jeff Trammell, Stuart Serkin, Ran Borgersen, Shannon Herbert, Joan Teal, and Sandy Adelman ("Individual Parties")

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 AND WITHDRAWAL OF PROTEST

The official records of the Alcoholic Control Board (Board) reflect that Ghana Cafe, LLC, t/a Ghana Cafe, Applicant for a new Retailer's Class CR license located at 1336 14th Street, N.W., Washington D.C., ANC 2F, 1426 Rhode Island Condominium Association, The Willison Condominium Association, and Individual Parties (the Parties) have entered into a Voluntary Agreement (Agreement) dated October 7, 2009, setting forth the terms and conditions that govern the operation of the Applicant's establishment. This Agreement constitutes a withdrawal of the Protest of this Application.

**Ghana Cafe, LLC
t/a Ghana Cafe
License No. 82751
Page Two**

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant, Chairperson Reed, 1426 Rhode Island Condominium Association, The Willison Condominium Association, and Individual Parties are signatories to the Agreement.

Accordingly, it is this 28^h day of October 2009, **ORDERED** that:

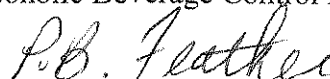
1. The Application filed by Ghana Cafe, LLC t/a Ghana Cafe for a new Retailer's Class CR license located at 1336 14th Street, N.W., Washington, D.C., is **GRANTED**,

2. The Protest in this matter is hereby **WITHDRAWN**,

3. 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

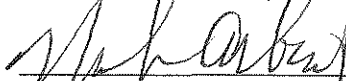
4. Copies of this Order shall be sent to the Applicant, ANC 2F, 1426 Rhode Island Condominium Association, The Willison Condominium Association, and Individual Parties.

District of Columbia
Alcoholic Beverage Control Board



Peter B. Feather, Chairperson

Mital M. Gandhi, Member



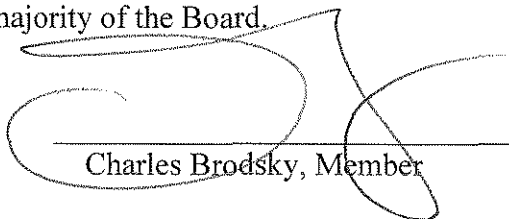
Nick Alberti, Member

Donald Brooks, Member



Herman Jones, Member

I dissent from the position taken by the majority of the Board.



Charles Brodsky, 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”) is made on this 7th day of October, 2009 by and between Ghana Café LLC t/a Ghana Café License # ABRA-082751 (“Applicant”), and Advisory Neighborhood Commission 2F (“ANC 2F”), 1426 Rhode Island Condominium Association, The Willison Condominium Association, Jeffrey Dziejewczynski, Jim Kane, Jeff Trammell, Stuart Serkin, Ran Borgersen, Shannon Herbert, Joann Teal and Sandy Adelman (which individuals are collectively referred to as “Individual Parties”)(collectively, ANC 2F and Individual Parties are referred to as “Opponents”).

WITNESSETH

WHEREAS, Applicant has applied for a License Class CR for premises located at 1336 14th Street NW, Washington, D.C. 20005

WHEREAS, the Individual Parties have filed timely protests (“Protests”) against the issuance of Applicant’s license applications pursuant to D.C. Code § 25-601 (1) and 601(4), respectively..

WHEREAS, the parties have met to resolve all differences between them and have reflected their agreement herein in accordance with D.C. Code § 25-446 to establish an agreed plan for the operation and maintenance of Applicant’s premises to minimize the effect on the peace, order and quiet of the community.

WHEREAS, the parties recognize that the area surrounding Applicant’s Premises include residential tenancies and place a high importance on maintaining a safe, clean and “pedestrian friendly” Community.

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 shall manage and operate a restaurant with emphasis on food with menu service (with Applicant providing breakfast, lunch and/or dinner service at its option). Any change from this model shall be considered by both parties to be a substantial change in operation of great concern to residents and requires prior approval by the ABC Board.

3. Hours of Operation.

(a) Applicant's hours of operations shall be as follows:

Thursday - Sunday 11:00 a.m. to 1:00 a.m.

Monday – Wednesday 11:00 a.m. to 12:00 pm. midnight

(b) Notwithstanding the above hours of operations, Applicant shall not admit any patrons later than one hour prior to the respective above stated closing hours, it being the intention of this provision that admitting late patrons who would not have the opportunity to have a meal would be inconsistent with the emphasis of the operation on food service. In addition, Applicant shall announce a last call for sales of alcoholic beverages at one-half hours prior to the respective above stated closing hours.

(c) Up until one hour prior to closing, Applicant's kitchen facilities shall remain open with food services.

4. Floors Utilized and Occupancy. Applicant will operate its establishment on the first floor and mezzanine of the building (the "Premises"). The Premises will have no more than ___ Seats and the maximum occupancy of the Premises will not exceed _____ patrons. (This provision to be completed after Fire Marshall inspection.)

5. Parking. Applicant fully recognizes the importance of parking not only for its success, convenience for its patrons but also the level of its importance to ANC 2F, and shall encourage patrons to use off street parking. Applicant will ensure that no vehicles are parked in the rear of the Premises; that delivery vehicles do not block the alley access or obstruct access to garages located in the alley way.

Applicant shall entered into and shall retain an agreement with the Washington Plaza Hotel (or other facility offering off street parking within 500 yards of the Premises to provide garage parking for its patrons. Patrons who present a valid parking ticket will have \$ 5 (which shall be adjusted in increments rounded to the nearest whole \$1.00 with increases in the Consumer Price Index) deducted from their party's check. Applicant shall advertise the availability of parking on its menu and on a sign posted at the entrance to the establishment. .

6. Public Space and Trash.

(a) Applicant shall keep the sidewalk (up to and including the curb and gutter), tree box(es), flower/tree blocks, and alley adjacent to the Premises clean and free of litter, bottles, ice, snow and other debris in compliance with D.C. Code and municipal regulations. Applicant shall police these areas at least twice daily to assure that refuse and other materials are promptly removed.

(b) Applicant shall obtain Opponents' approval before making alterations to the existing fence, which approval shall not be unreasonably withheld, and shall conform the actual property lines of the establishment if the fence is to be relocated.

(c) Applicant shall not allow loitering at the rear of the building, nor permit the rear of building to be used as a smoking, break area, or gathering place for employees, patrons or others and shall post a notice to such effect.

(d) Applicant shall enclose and screen off the trash container area so that containers will not be visible from street (Rhode Island Ave), sidewalk or alley way. Applicant shall ensure that the container area is kept clean at all times.

(e) Applicant will contract with a commercial trash hauler for pickup at least twice per week. Applicant shall take whatever actions necessary to ensure that its containers do not overflow, including, but not limited to, scheduling additional trash pickups, if necessary. Applicant agrees to maintain containers closed tightly and to be in compliance with DC sanitation regulations.

(f) Applicant will solely use wheeled trash containers that will be loaded within the Premises, and shall not use outside dumpsters; in any event, Applicant will not make any noise that would disturb adjoining residential tenants during evening (after 8:00 pm) or morning (before 9:00 am) in disposing of trash, recyclable material, bottles, or other refuse. Applicant shall require its trash and recycling contractors to pick up trash and materials, and schedule its deliveries, after 9:00 a.m. Applicant shall also periodically police the public alley and sidewalk (up to and including the curb) for refuse and other materials and maintain a clean, tidy and professional presence in these areas.

(g) Applicant shall not install exterior public pay telephones.

(h) Applicant shall ensure that, if it installs lighting fixtures in the back of the building, light from such fixtures will be directed so as not to glare on adjacent residential units and yards.

7. **Sidewalk Café.** The parties agree that Applicant may have outside seating in a sidewalk café area in front of its premises, subject to obtaining a public space permit and complying with other regulations concerning such cafes, and subject further to the requirements that (i) Applicant will provide seating for no more than 18 patrons; (ii) Applicant will cause its employees to inspect the sidewalk café at least once each hour to ensure its cleanliness; (iii) Applicant shall provide exterior containers for cigarette and other tobacco refuse and shall keep the area in the vicinity of its premises free of butt; (iv) Applicant will not have any amplified sound, play, or permit to be played, any music or other recorded material, at the sidewalk café; and (v) the sidewalk café shall close no later than 10 pm. Nothing herein shall preclude ANC 2F from receiving notice from the District of Columbia Department of Transportation with respect to Applicant's application for space permit and exercising its full powers under the Advisory Neighborhood Commission Act. ANC 2F will seek to have DDOT move the existing Bus stop from in front of the Premises so as to all the existence of the sidewalk café.

8. Noise and Privacy. Applicant shall strictly comply with applicable noise regulations, including but not limited to, D.C. Code § 25-725. Should any sound, noise, vibration or music be heard in any residential premises or their yards, Applicant will immediately initiate and diligently pursue remedial action so that which action shall include, but not be limited to, reducing the sound, noise, vibration or music to the point it may not be heard; and maintaining such reduced levels until Applicant shall install engineered acoustical remediation reasonably acceptable to ANC 2F and other Opponents. Applicant will take reasonable steps to reduce noise emanating from the establishment from the opening of the entry and exit doors.

9. Dancing, Music and Entertainment. Applicant shall not offer, create facilities for, or otherwise encourage, advertise, or promote dancing by patrons or employees or otherwise create or maintain a “nightclub” or “disco” atmosphere in the Premises. Applicant shall not have DJs, music videos, live entertainment, live bands or live music performances of any kind, but may have recorded background music. Applicant agrees that it shall not seek an entertainment endorsement to its license, nor shall it apply for a change in license type.

10. Pub Crawls and Promotions. Applicant shall not participate in “pub crawls” nor shall Applicant offer any “All You Can Drink” specials or events.

11. Rat, Pest and Vermin Control. Applicant shall maintain a contract with a professional, licensed rat, pest and vermin control company to provide at least weekly control within the Premises and around the surrounding the dumpster area. Applicant shall provide proof of the contract upon request of ANC 2F.

12. Security. Applicant shall seek to assure that its patrons do not become unruly, whether inside or in the immediate outside area, and shall maintain a security plan in accordance with Alcoholic Beverage Regulations Administration (“ABRA”) requirements. Further, Applicant will post signage at the entrance to instruct patrons that they are within a residential neighborhood and ask them to leave quietly. Applicant shall to the full extent permissible by law discourage loitering the in the vicinity of the Premises.

13. Participation in ANC 2F. In order to maintain an open dialogue with ANC 2F, Applicant is encouraged to regularly send a representative to ANC 2F meetings, which occur on the first Wednesday of each month at 7:00 p.m. at the Washington Plaza Hotel, 10 Thomas Circle, N.W., Washington, D.C. 20005. Applicant, upon notice from the ANC or Logan Circle Community Association shall send a representative of the establishment to a meeting(s) of the respective organization to discuss and seek reasonable ways to resolve any problems associated with its operations.

14. License Ownership and Compliance with ABRA Regulations. Applicant agrees to abide by all ABRA regulations regarding the ownership of the license. Applicant agrees to notify any prospective transferee, assignee or contractee of the existence of this Agreement and to provide them with a copy. Applicant shall provide

notice of the identity of any transferee, assignee or contractee of Applicant's license, or a material change in ownership of licensee, not less than 30 days before the effectiveness of any transaction involving the transfer, assignment or sale of such license or change of ownership of Applicant. Change of ownership for these purposes shall mean a change of 10% or more in the equity interest in Applicant. Applicant agrees to abide by all other provisions applicable to liquor licensees.

15. Binding Effect. This Agreement shall be binding upon and enforceable against successors and assigns of Licensee

16. Enforcement & Notices. In the event of a violation of the provisions of this Agreement, Applicant shall be notified in writing and given an opportunity to cure such violation within thirty (30) days thereafter before action against Applicant on the basis of such violation may be undertaken. Notwithstanding, after the third notice of a violation, no cure period shall be afforded, and the cure period shall be reduced to the period reasonably required to cure if the nature of the violation is one that affects the peace, order and quiet of nearby tenancies or affects public safety and is susceptible of earlier cure. A material violation of this Agreement or its ABC license by Applicant, which has not been corrected within the period for cure, shall constitute cause for seeking a Show Cause Order from the ABC Board (but this provision shall not preclude complaints or requests for inspections to be made to ABRA as to Applicant's operations). Opponents or any of them shall have standing to ask the ABC Board to enforce any violations of the Agreement. Any notices required to be made under this Agreement shall be in writing and mailed by certified mail, return receipt requested, sent by facsimile using a device which indicates receipt on sender's copy, or hand-delivered, to the other party to this Agreement. Notice is deemed to be received upon mailing.

Notice is to be given as follows:

1. If to Applicant, to:

Ghana Café
1336 14th Street, NW
Washington, DC

2. If to ANC 2F, to:

Advisory Neighborhood Commission 2F at the address shown on its web site at www.anc2f.org.

With a copy to:

The then chairman of ANC 2F at the address published by such person either at www.anc2f.org or www.dc.gov

3. If to other Opponents:

1426 Rhode Island Ave Condominiums
1426 Rhode Island Ave, NW, Washington, DC

The Willison Condominiums
1425 Rhode Island Avenue, NW, Washington, DC

Jeffrey Dzieweczynsi
1422 Rhode Island Ave NW
Washington, DC 20005

Jim Kane
1426 Rhode Island Ave NW, Unit C
Washington DC 20005

Jeff Trammell
1420 Rhode Island Ave NW
Washington DC 20005

Stuart Serkin
1420 Rhode Island Ave NW
Washington DC 20005

Ran Borgersen
1425 Rhode Island Ave NW, Unit _____
Washington, DC 20005

Shannon Herbert
1426 Rhode Island Ave NW
Washington, DC 20005

Sandy Adelman
1426 Rhode Island Ave NW, Unit _____
Washington, DC 20005

Joann Teal
1426 Rhode Island Ave NW, Unit _____
Washington, DC 20005

Applicant may change the notice address listed above by written notice to the other signatories at the addresses listed above. 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 Alcoholic Beverage Control Board.

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

18. Submission to Board. The parties shall promptly seek approval of this Agreement by the Board. If ANC 2F has protested Applicant's pending application for material change of operations, ANC 2F shall advise the Board to approve this Agreement

and, subject to Applicant's continued compliance with this Agreement, ANC 2F and other Opponents shall withdraw such protest.

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

JIM KANE

APPLICANT:

Ghana Café LLC

By:

JEFF TRAMMELL

TITLE:

ADVISORY NEIGHBORHOOD
COMMISSION 2F

STUART SERKIN

By:

Charles Reed, Chairman

1426 RHODE ISLAND AVE
CONDOMINIUM ASSOCIATION

RAN BORGENSEN

By:

TITLE:

SHANNON HERBERT

THE WILLISON CONDOMINIUM
ASSOCIATION

SANDY ADELMAN

By:

TITLE:

JOANN TEAL

JEFFREY DZIEWECZYNSI

material change of operations, ANC 2F shall advise the Board to approve this Agreement and, subject to Applicant's continued compliance with this Agreement, ANC 2F and other protestants shall withdraw such protest.

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

APPLICANT:

JIM KANE

Ghana Café LLC

By: *[Signature]*

TITLE: *owner*

JEFF TRAMMELL

ADVISORY NEIGHBORHOOD
COMMISSION 2F

By: *Charles D. Reed*

Charles Reed, Chairman

STUART SERKIN

1426 RHODE ISLAND AVE
CONDOMINIUM ASSOCIATION

By: _____

TITLE: _____

RAN BORGENSEN

THE WILLISON CONDOMINIUM
ASSOCIATION

By: _____

TITLE: _____

SHANNON HERBERT

JEFFREY DZIEWECZYNSKI

SANDY ADELMAN

JOANN TEAL

1426 RHODE ISLAND AVE
CONDOMINIUM ASSOCIATION

By: Jim Kane

TITLE: PREASUT

THE WILLISON CONDOMINIUM
ASSOCIATION

By: Jeff Trammell

TITLE: PRESIDENT

JEFFREY DZIEWECZYNSKI

Jeff Dzewczynski

JIM KANE

Jim Kane

JEFF TRAMMELL

Jeff Trammell

STUART SERKIN

Stuart Serkin

RAN BORGENSEN

Ran Borgersen

SHANNON HERBERT

Shannon Herbert

SANDY ADELMAN

Sandy Adelman

MICHELLE DUVALL KALINSKI

Michelle Duvall Kalinski

JOANN TEAL

Joann Teal