

V/A

THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of: )  
)  
AHA Corporation )  
t/a Java House )  
New Application for a Retailer's )  
Class DR License – )  
at premises )  
1625 T Street, N.W. )  
Washington, D.C. )

Case no.: 61003-05/057P  
Order no.: 2005-284

AHA Corporation, Applicant

Darren A. Bowie, Chairperson, on behalf of Advisory Neighborhood Commission 2B, D. Anne Scanley, Patricia E. Steele, Millie Pacl, Alaire Reiffel, and Phil Carney, Protestants

**BEFORE:** Charles A. Burger, Chairperson  
Vera M. Abbott, Member  
Judy A. Moy, Member  
Audrey E. Thompson, Member  
Peter B. Feather, Member  
Albert G. Lauber, Member  
Eartha Isaac, Member

**ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST**

The new application for a Retailer's Class "DR" License, having been protested, came before the Board on September 14, 2005, in accordance with D.C. Official Code § 25-601 (2001). Darren A. Bowie, Chairperson, on behalf of Advisory Neighborhood Commission ("ANC") 2B, D. Anne Scanley, Patricia E. Steele, Millie Pacl, Alaire Reiffel, and Phil Carney, filed timely oppositions by letter.

The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the agreement, dated October 31, 2005, the Protestants have agreed to withdraw their protests, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

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Accordingly, it is this 30<sup>th</sup> day of November 2005, **ORDERED** that:

1. The protests of Darren A. Bowie, Chairperson, on behalf of ANC 2B, D. Anne Scanley, Patricia E. Steele, Millie Pacl, Alaire Reiffel, and Phil Carney, are **WITHDRAWN**;

2. The new application of AHA Corporation, t/a Java House, for a Retailer's Class "DR" License at 1625 T Street, N.W., Washington, D.C., is **GRANTED**;

3. The above-referenced agreement is **INCORPORATED** as part of this Order;  
and

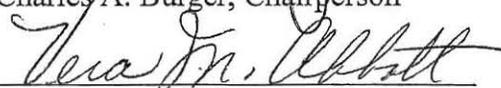
4. Copies of this Order shall be sent to the Protestants and the Applicant.

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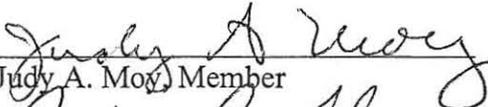
District of Columbia  
Alcoholic Beverage Control Board



Charles A. Burger, Chairperson



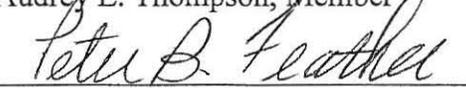
Vera M. Abbott, Member



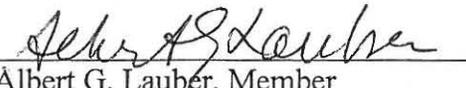
Judy A. Moy, Member



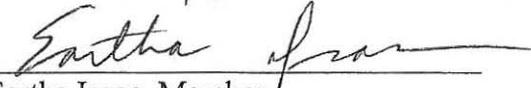
Audrey E. Thompson, Member



Peter B. Feather, Member



Albert G. Lauber, Member



Eartha Isaac, 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.

ABRA rec'd  
11/2/05  
TC

**AGREEMENT**

**THIS AGREEMENT**, made and entered into this 31st day of October, 2005, (the "Agreement") by and between AHA Corporation, trading as Java House (hereinafter the "Applicant"), the Dupont Circle Advisory Neighborhood Commission 2B, and a group of five individual neighbors including D. Anne Scanley, Patricia E. Steele, Millie Pacl, Alaire Rieffel, and Phil Carney (hereinafter the "Protestants").

**WITNESSETH**

**WHEREAS**, the Applicant has filed an application a class "DR" license for premises located at 1645 Q Street NW, Washington, DC (Application #61003) with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board") to include a sidewalk café for the business known as Java House located at 1645 Q Street, NW, Washington, DC 20009;

**WHEREAS**, in connection with the application for a new license, Applicant has also requested permission to serve alcoholic beverages at its sidewalk café;

**WHEREAS**, the Protestants each have filed protests opposing the granting of Applicant's application;

**WHEREAS**, in recognition of the Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching agreements of resolution, the Parties hereto desire to enter into an agreement whereby (1) Applicant will agree to adopt certain measures to address the Protestants' concerns and to include this agreement as a formal condition of its application, and (2) Protestants will agree to the issuance of the related license and withdrawal of its Protest provided that such agreement is incorporated into the Board's order issuing the license, which order is thereby conditioned upon compliance with such 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 above are incorporated herein by reference.

**2. Capacity**

2.1 Applicant's capacity for the interior of the establishment shall be no more than 20.

2.2 Applicant shall have seating for no more than 36 in its sidewalk café. Applicant shall request, in writing, that the Certificate of Use issued for its sidewalk cafe set forth the limitation on seats contained in this Agreement.

**3. Interior Hours of Alcoholic Beverage Service**

Applicant shall serve alcoholic beverages only between the following hours:

3.1 Sunday through Thursday, 11:00 a.m - 11:00 p.m.

3.2 Friday & Saturday, 11:00 a.m. - 12:00 a.m.

3.3 Nothing in this Agreement shall require Applicant to close or to stop serving food before midnight every day of the week, or to refrain from opening to serve food earlier than 11:00 a.m.

#### **4. Outdoor Sidewalk Café Hours of Operation and Alcoholic Beverage Service**

4.1 Applicant shall be permitted to keep the outdoor sidewalk café open until 11:00 p.m. on Sunday through Thursday and until 12:00 a.m. on Friday and Saturday.

4.2 Applicant shall be permitted to serve alcoholic beverages at its sidewalk café during the following hours:

4.2.a. Sunday through Thursday, 11:00 a.m. – 11:00 p.m.

4.2.b. Friday & Saturday, 11:00 a.m. – 12:00 a.m.

4.3 Nothing in this Agreement shall require Applicant to refrain from opening to serve food earlier than 11:00 a.m.

4.4 No food or beverage orders will be taken less than 30 minutes before the above sidewalk café closing times. Patrons will be given an oral notice, “last call,” sometime prior to 30 minutes before the above-closing times. Applicant agrees to request that the above hours for the sidewalk café area be incorporated into any Certificate of Use and Public Space Permit issued by the Department of Consumer and Regulatory Affairs and DDOT respectively.

#### **5. Capacity for Food Service**

Applicant shall, at minimum, maintain a capacity for food service comparable to that reflected in the attached architectural drawing and menus.

5.1 The attached sample menu represents items that will be fully available for order from 5pm through closing time every day. The menu will feature both hot and cold appetizers, hot soup, hot and cold sandwiches, and hot pizza. The licensee agrees that cooked foods are an essential feature of the menu.

5.2 The attached rendering of the kitchen area represents the minimum physical infrastructure and equipment that will be installed and maintained to ensure that the breadth of menu represented can be prepared, and especially that hot items in every category represented will be offered, until closing time, every day the restaurant is open.

#### **6. Loitering, Trash Removal, and Outside Maintenance**

6.1 Applicant shall assist in the maintenance of the alleyway 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, to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulations in these respects.

6.2 Applicant shall make reasonable and lawful efforts to prevent or disperse loitering or any other source of noise or disturbance in the areas in front of the premises during business hours and at closing, and to cause patrons to leave those areas at closing.

6.3 Applicant shall maintain regular trash garbage removal service, regularly remove trash from the trash area, and see that the trash area remains clean. Any trash or garbage dumpster near the sidewalk café area shall be emptied each day by close of business.

6.4 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.

6.5 Applicant will in a neighborly manner maintain neat, black wrought iron tree guards in the public space tree boxes in front of its establishment, consistent with others of those in the neighborhood.

## **7. Consideration of the Neighborhood**

Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage those using and/or leaving the establishment to keep conversations/noise down at all times, especially after 9 p.m.

## **8. Noise/Music/Dancing**

8.1 Applicant acknowledges familiarity with and will comply with noise-control provisions of District of Columbia law and regulations, including 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 23 DCMR §905.

8.2 Applicant shall close any doors to the café by 11:00 pm Sunday through Thursday and by midnight Friday and Saturday. In addition, if in the future Applicant alters the glass façade separating the indoor and outdoor cafes so as to add windows and/or doors that open, Applicant will close said windows/doors promptly at 9:00 pm, or at anytime earlier when noise from the Applicant's café exceeds city's allowed decibel limits.

8.3 No outdoor music, live or taped, shall be heard or played in the outdoor cafe.

## **9. Exterior and Public Space and Sidewalk Café Usage Provisions**

9.1 Applicant will comply with all applicable signage regulations, including those for historic districts and will remove those that are in violation.

9.2 Applicant will hose down areas in front of and in the rear of the establishment as necessary to remove food debris, except in below freezing weather.

9.3 Up to six (6) umbrellas shall be allowed in the sidewalk café (no logos or brands are allowed, Java House's name only is permitted), or a retractable awning is also acceptable, so long as it is retracted nightly at closing time. A station may be used for water service, silverware, and napkins.

9.4 All alcoholic beverages shall be purchased from a server by patrons sitting down; no one standing will be served alcoholic beverages. The consumption of food by each sidewalk café patron shall be encouraged.

#### **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, including but not limited to 1) 25 D.C. Code Ann. §113(b)(3)(B)(ii), which sets forth the definition of a "DR" restaurant licensee under the alcoholic beverage regulation title of the DC Code, and 2) the definition of "Restaurant" set forth in the Zoning Regulations, 11 DCMR §199.1. Applicant shall at all times maintain a valid Certificate of Occupancy for a "Restaurant" as defined in 11 DCMR §199.1. A copy of a valid Certificate of Occupancy is attached herewith.

#### **12. Withdrawal of Protest**

Protestant agrees to the issuance of the license and the withdrawal of its protest provided that the present Agreement is incorporated into the Board's order issuing the license, which order is thereby conditioned upon compliance with such Agreement.

#### **13. Counterparts**

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which when taken together, constitute one and the same document. That signature to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

#### **14. Severability**

In the event that any part of this Agreement is found to be invalid, unenforceable or not binding, the remaining portions shall remain in full force and effect and be fully binding on the Parties.

**IN WITNESS WHEREOF**, the parties have executed, or caused this Agreement to be executed, under seal, as of the date set forth hereinabove.

**APPLICANT:**

AHA Corporation, T/A Java House

By: A. [Signature]  
Date Signed: 11/1/05

**DUPONT CIRCLE ADVISORY  
NEIGHBORHOOD COMMISSION 2B:**

By: Darren A. Bowie  
Darren A. Bowie, Chairman

Date Signed: Oct. 31, 2005

**GROUP OF FIVE INDIVIDUAL  
NEIGHBORS**

By: D. Anne Scanley  
D. Anne Scanley

Date Signed: 10/31/05

By: Patricia E. Steele  
Patricia E. Steele

Date Signed: Nov 1, 2005

By: Millie Pacl  
Millie Pacl

Date Signed: 11/1/05

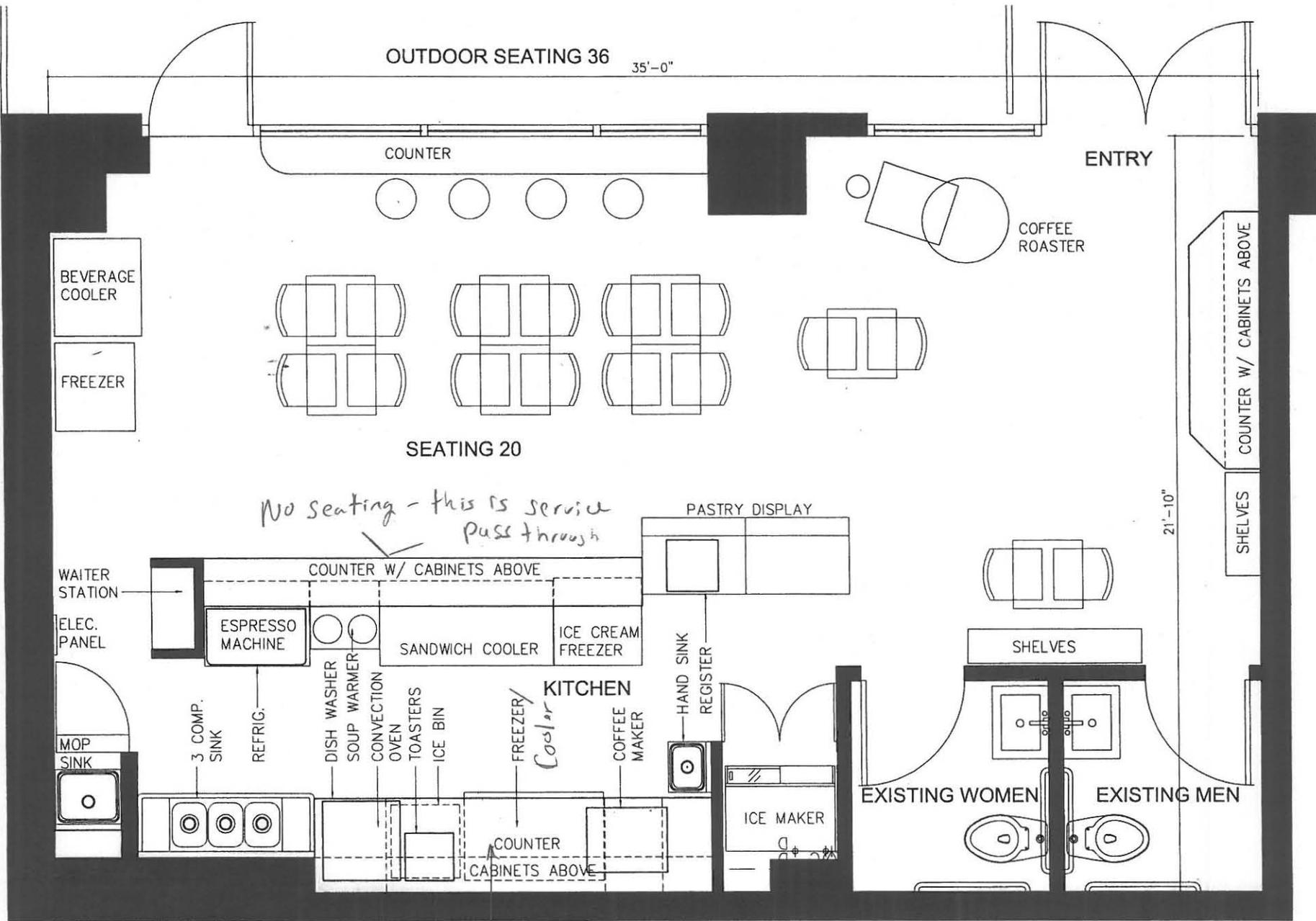
By: Alaire Rieffel  
Alaire Rieffel

Date Signed: 11/1/05

By: Phil Carney  
Phil Carney

Date Signed: 11/1/05

Attachment A



Electric fry pan  
Panini Grill