

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

_____)	
In the Matter of:)	
)	
Kookoovaya, Inc.)	
t/a We, The Pizza)	
)	
Application for Renewal of a)	License No. ABRA-082062
Retailer's Class CR License)	Order No. 2011-400
)	
at premises)	
305-307 Pennsylvania Avenue, S.E.)	
Washington, D.C. 20003)	
_____)	

Kookoovaya, Inc., t/a We, The Pizza (Applicant)

Dave Garrison, Chairperson, Advisory Neighborhood Commission (ANC) 6B

BEFORE: Nick Alberti, Interim Chairperson
Donald Brooks, Member
Herman Jones, Member
Calvin Nophlin, Member
Mike Silverstein, Member

ORDER ON VOLUNTARY AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Kookoovaya, Inc., t/a We, The Pizza, has submitted an Application to renew its Retailer's Class CR License located at 305-307 Pennsylvania Avenue, S.E., Washington, D.C., and ANC 6B, have entered into a Voluntary Agreement (Agreement), dated May 26, 2010, 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 Chairperson Dave Garrison, on behalf of ANC 6B, are signatories to the Agreement.

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Accordingly, it is this 28th day of September 2011, **ORDERED** that:

1. The above-referenced Voluntary Agreement submitted by the Applicant and ANC 6B to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED**, except for the following modification:

Section 9: The following sentence shall be modified to read as follows:
"Applicant shall provide proof of its rat and vermin control contract upon the request of the Board."

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

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District of Columbia
Alcoholic Beverage Control Board



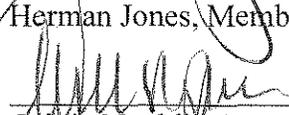
Nick Alberti, Interim Chairperson



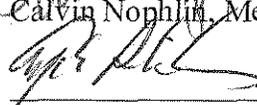
Donald Brooks, Member



Herman Jones, Member



Calvin Nophlin, Member



Mike Silverstein, 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, 2000 14th Street, N.W., Suite 400S, Washington, DC 20009.

VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT is made on this 26th day of May, 2010 by and between Kookoovaya, Inc., t/a We, The Pizza, Applicant and Advisory Neighborhood Commission 6B, (Collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant's license renewal for premises, 305 and 307 Pennsylvania Ave, SE, Washington, DC, 20003, is now pending before the District of Columbia Alcoholic Beverage Control Board (ABC); and,

WHEREAS, the premises is within the boundaries of the ANC, and,

WHEREAS, the Parties desire to enter into an agreement governing certain understandings regarding the issue of a Retailers' Class "C" Restaurant Liquor License; and,

WHEREAS, the Parties are desirous of entering into a Voluntary Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to promote the peace, order and quiet of the neighborhood. Both parties recognize the importance of business neighborhoods that are safe, clean, and "pedestrian friendly".

NOW, THEREFORE, the parties agree as follows:

1. ***Recitals Incorporated.*** The recitals set forth above are incorporated herein by reference.
2. ***Nature of the Business.*** The Applicant will manage and operate a CR license in accordance with the terms of its license.
3. ***Hours of Operation and Sales.*** The Applicant's hours of operation shall be as follows:

Sunday 11:00am – 5:00pm,
Monday through Thursday 11:00am – 2:00am
Friday and Saturday 11:00am – 3:00am

Sidewalk Café Service

Sunday 11:00am – 5:00pm,
Monday through Saturday 11:00 am – 2:00 am

4. ***Floors Utilized and Occupancy.*** The Applicant will operate the establishment according to the occupancy indicated on the Certificate of Occupancy issued by the Department of Consumer and Regulatory Affairs.

5. ***Sidewalk Café.*** Applicant will provide sidewalk café seating for no more than 32 patrons consisting of 10 tables and 32 chairs. Applicant agrees that it shall not seek to expand the capacity of the sidewalk café without amendment of this Agreement. Applicant will direct that its employees inspect the sidewalk café on a regular basis to ensure its cleanliness. The sidewalk café must maintain proper spacing (10 feet from the curb and 6 feet from the treebox to allow for adequate pedestrian passage on the sidewalk. The sidewalk café will close each day of the week no later than 2:00 am or 3:00 am, per legal closing time, and there will be no service after 2:00 AM, Sunday through Saturday.
7. ***Noise and Privacy.*** Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall make architectural improvements to the property and take all necessary actions to ensure that music, noise and vibration from the Establishment are not audible outside the establishment at any time. Applicant agrees to keep its doors and windows closed when music is being played at the establishment. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry or exit doors.
8. ***Public Space and Trash.*** Applicant shall keep the sidewalk (up to and including the curb), tree box(es), curb, and alley clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed. Applicant shall ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and that no garbage is placed on the abutting property. Applicant will ensure timely disposal that is the least disruptive to the neighbors. Commercial trash pick up in residential areas takes place between 7 a.m.-7 p.m.
9. ***Rats and Vermin Control.*** The Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract upon the request of the Protestants. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure no garbage and odors are present the following morning.
10. ***Security Cooperation in Stemming Illegal Drugs and Public Drinking.*** Applicant agrees that it shall take all necessary steps to minimize such problems, including, without limitation, designating a sufficient number of employees to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; monitoring for and prohibiting sales or use of illegal drugs within or about the Premises, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises.
11. ***License Ownership and Compliance with ABRA Regulations.*** Applicant promises that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees.

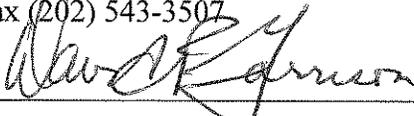
IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.

Applicant: Kookoovaya, Inc.
t/a We, The Pizza
305-307 Pennsylvania Ave, SE
Washington, DC 20003
Harvey Mendelsohn
(202) 543-8222



(Signature)

ANC: Advisory Neighborhood Commission
703 D Street, SE
Washington, DC 20003
Dave Garrison, Chairperson
(202) 543-3344
Fax (202) 543-3507



(Signature)