

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

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In the Matter of:)	
)	
Indriani International, Inc.)	
t/a Southeast Market)	
)	
Application to Renew its)	Case No. 76399-09/015P
Retailer's Class B License)	License No. 76399
At premises)	Order No. 2009-047
)	
1500 Independence Ave, S.E.)	
Washington, D.C. 20003)	
<hr/>)	

Indriani International, Inc. t/a Southeast Market, Applicant

David F. Garrison, Chairperson, on behalf of Advisory Neighborhood Commission 6B,
Protestant

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

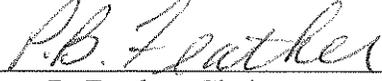
ORDER ON VOLUNTARY AGREEMENT

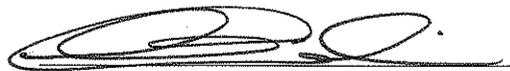
The Application filed by Indriani International, Inc. t/a Southeast Market, to renew its Retailer's Class B License, having been protested, came before the Alcoholic Beverage Regulation Administration (ABRA) for a Roll Call Hearing on January 5, 2009, in accordance with D.C. Official Code § 25-601 (2001). Julie Olson, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 6B, filed timely opposition to the Application by letter dated December 10, 2008. On January 5, 2009, pursuant to Title 23 of the District of Columbia Municipal Regulations ("23 DCMR") § 1602.6 (2004), ABRA dismissed the protest of ANC 6B because no representative from ANC 6B appeared at the Roll Call Hearing.

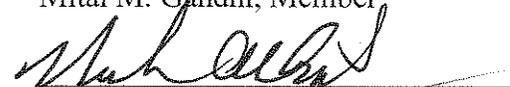
The official records of the Board reflect that the Parties have reached a Voluntary Agreement, dated January 27, 2009. The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Board's approval of the pending Application is conditioned upon the licensee's continuing compliance with the terms of the Voluntary Agreement.

Indriani International, Inc.
t/a Southeast Market
License No. 76399
Case No. 76399-09/015P
Page Two

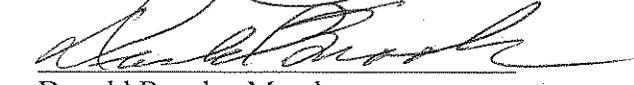
District of Columbia
Alcoholic Beverage Control Board


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.

1/22/09

COOPERATIVE (VOLUNTARY) AGREEMENT

THIS VOLUNTARY AGREEMENT ("Agreement") is made on this 21~~st~~ day of January, 2009 by and between , Indriani International, Inc. t/a Southeast Market ("Applicant"), and Advisory Neighborhood Commission 6B, Collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant's application for issuances of a Retailer's Class "B" License, 1500 Independence Avenue, 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 Retailer's Class "B" Liquor License at the subject premises; and,

WHEREAS, the Parties are desirous of entering into a Cooperative (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 Retailer's Class B license under the following provisions:
 - a. That the Applicant will comply with all laws and regulations governing the operations of the establishment at 1500 Independence Avenue, SE, within the District of Columbia, including the laws and regulations governing the Class B (Retail) license to which this Cooperative Agreement applies, as applied for and previously approved by the District of Columbia in the name of the Licensee,
 - b. That the Applicant and its officers and employees will cooperate with Advisory Neighborhood Commission 6B ("ANC") to address any alleged violation of the laws and regulations and in any request by the ANC that the appropriate enforcement agency investigate any alleged violation,

- c. That the Applicant will not divide a manufacturer's package of more than one container of beer, malt liquor, or ale to sell an individual container of the package if the container is less than 70 ounces or less,
- d. That the Applicant will not sell, give, offer, expose for sale, or deliver an individual container of beer, malt liquor, or ale if the container is 70 ounces or less, as well as spirits (liquor) sold in half-pints or smaller volumes,
- e. That the Applicant will not allow the illegal public consumption of alcohol in or around its immediate area and will participate in an ABC Board-approved course in alcoholic beverage sales management,
- f. That the Applicant will not sell or provide cups or single servicing of ice,
- g. That the Applicant will not sell alcohol before or after ABC regulated hours,
- h. That the Applicant agrees to post this Cooperative Agreement, alongside his ABC license.

Any change from this model concerning later hours 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 and Sales.* The Applicant's hours of operation shall be as follows:

- a. For Class A applicants, the sale of alcohol shall be restricted to the following hours:
 - 1. 9:00 a.m.-10:00 p.m. Monday – Friday
 - 2. 9:00 a.m.-10:00 p.m. Saturday

- b. For Class B applicants, the sale of alcohol shall be restricted to the following hours:
 - 1. 9:00 a.m. - ~~10:00~~⁹ p.m. Monday – Friday
 - 2. 9:00 a.m. - ~~10:00~~⁹ p.m. Saturday
 - 3. ~~10:00 a.m. - 8:00 p.m.~~
9.00 AM 9 - PM Sunday

4. *Signage, Noise and Privacy.* Applicant will strictly comply with D.C. Official Code § 25-725 and and take all necessary actions to ensure noise in and around its immediate area is not audible within the adjacent residential or commercial properties. Applicant will prohibit and prevent loitering, rowidness, criminal activity, and panhandling within 100 feet of the establishment by:

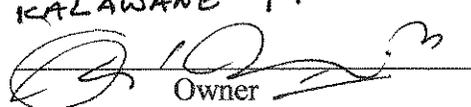
- a. maintaining a "No Loitering/Panhandling" sign on the outside of the establishment, and
- b. posting a notice kept in good repair and visible from point of entry a sign, which states:
 - 1. The minimum age requirement for purchase of alcohol,

2. The obligation of the patron to produce a valid identification document in order to purchase alcohol, and
 - c. requesting loiterers to move on whenever they are observed outside of the establishment, and
 - d. calling the Metropolitan Police Department (MPD) to remove loiterers if they refuse Applicant's request to move on or if illegal activity is observed, and
 - e. keeping a written record of dates and times when the MPD was called for assistance. Applicant's log shall be provided to the Board, and for good cause shown to the Board, to any valid protestant during hearings involving future renewals or contested proceedings involving the Applicant's license, and
 - f. opposing the installation of payphones outside the establishment, and
 - g. applicant will ensure timely disposal of trash that is the least disruptive to the neighbors and that commercial trash pick up will only take place between 7 a.m.-7 p.m.
5. ***Public Space Cleanliness and Maintenance.*** Applicant will maintain the public space (minimally the front sidewalk up to and including the gutter in front of the subject premises, and the alley way behind the subject premises) adjacent to the establishment in a clean and litter-free condition by:
 - a. Exercising due diligence to prevent and/or rid vermin infestation in and around establishment, including following, minimally the recommendations and guidelines of the Vector Control Division of the Department of Public Works
 - b. Picking up trash, including beverage bottles and cans, and all trash daily on a regular basis
 - c. Maintaining regular trash removal service. Obtain a dumpster to be placed in the rear of the building ensuring that the area around the dumpster is kept clean at all times. Garbage area can not encroach on abutting properties and timely disposal of commercial trash pick up takes place between 7 a.m.-7 p.m.
 - d. Removing snow and/or ice from sidewalks fronting (includes sidewalks on the sides of corner buildings) within time limits set by the District of Columbia for such snow and/or ice removal
 - e. Planting, watering, and generally tending to tree boxes directly in front of the subject premises, if any.
6. ***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 control unruly patrons. Applicant shall to the full extent permissible by law discourage loitering in the front of the Premises at all times when the Establishment is open to the public, and shall request

that any individuals who are simply loitering are asked to move along.

7. **License Ownership and Compliance with ABRA Regulations.** Applicant promises to abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees. This agreement will remain in full force and effect in event applicant sells this business.
8. **Participation in the Community.** Applicant agrees to seek to maintain open communication with the community for which the ANC acts. To this end, Applicant shall from time to time be represented at ANC 6B public meetings, which currently occur on the second Tuesday of each month at 7 p.m. at the Old Naval Hospital, 921 Pennsylvania Avenue, SE, Washington, D.C. 20003. Applicant, upon notice from the ANC, shall send a representative of the Establishment to a meeting(s) to confer and deal in good faith with issues raised under this Agreement,
9. **Notice and Opportunity to Cure.** In the event that any of the parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If Applicant or the licensee fails to cure within the 30-day period (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) failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt:

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

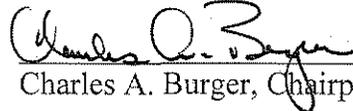
Applicant Indriani International, Inc.
Southeast Market
1500 Independence Avenue, SE
Washington, DC 20003
Attn: ~~Dr. Muhammed Munir~~ *KALAWANE PALITHA*
(phone) *240 472 3622*  Owner
(fax)

ANC: Advisory Neighborhood Commission 6B
921 Pennsylvania Avenue, SE
Washington, DC 20036
Attn: Julie Olson, Chair
(202) 543-3344
(202) 543-3507 (fax)


Julie Olson *DAVID F. GARRISON*
Chairperson

Marsha International, Inc.
t/a Southeast Market
Application no. 21267
License no. 60755
Page two

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.

Voluntary Agreement with ANC 6B and Southeast Market

AGREEMENT

Made this 15th day of January 2006, by and between Southeast Market ("Applicant") and Advisory Neighborhood Commission 6B ("ANC") (collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant's application for a Retailers Class "B" license for 1500 Independence Avenue SE Washington, D.C. 20003 (the "Premises"), ABC Application # 60755, 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 issuance of a Retailers' Class "B" Liquor License at the subject premises;

NOW, THEREFORE, the Parties agree as follows:

1. Applicant agrees to sell single containers of premium beer of 40 or fewer ounces ("singles") only in clear or translucent plastic bags.
2. Applicant will not sell or provide single cups or single servings of ice.
3. Applicant will agree to stop selling singles when other stores within a five (5) block radius agree to stop selling single servings of beer and wine;
4. Applicant will keep the outside of store premises clean and free of trash and litter;
5. In consideration of, and reliance upon, the commitments reflected in paragraphs 1 & 2, the ANC will not oppose applicant's pending license application.
6. The Parties further agree that any failure of the Applicant to comply with the terms of this Agreement will constitute grounds for the ANC to petition the ABC Board for issuance of an order to show cause pursuant to 23 D.C.M.R. 1513.5.

IN WITNESS WHEREOF, the parties have affixed ^{modified agreement} hereto their hands and seals.

APPLICANT:

ANC 6B:

By: Muhammad Munir
(MUHAMMAD MUNIR)

By: Neil Glick
Neil Glick
ANC 6B08
on behalf of ANC 6B
ABC Committee

January 6, 2006

Mr. Fred Moosaly, Esq.
General Counsel
ABRA
941 North Capitol Street, NE, Suite 7200
Washington, DC 20002

VIA FACSIMILE: 202-442-9563

Dear Mr. Moosaly:

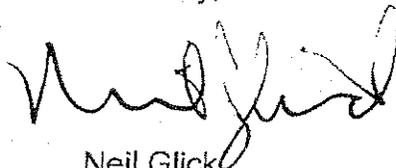
Yesterday, on behalf of ANC 6B, I signed voluntary agreement with SE Market. The agreement is attached.

ANC 6B sent a meeting notice by mistake to the previous owner of Southeast Market. This was our oversight. The current owner of Southeast Market is Dr. Muhammed Munir.

Please accept this signed updated agreement.

With this voluntary agreement, ANC 6B hereby withdraws its protest against Southeast Market.

Sincerely,

A handwritten signature in black ink, appearing to read "Neil Glick", written over a horizontal line.

Neil Glick
ANC Commissioner 6B08
Vice Chair, ANC 6B ABC Committee