

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

**In the Matter of:** )  
 )  
Haile G. Binosai )  
t/a Selam Restaurant )  
 )  
Application for a Substantial Change )  
And an Entertainment Endorsement ) License No. 60080  
to a Retailer's Class "CR" License ) Case No. 32861-08/019P  
at premises ) Order No. 2008-180  
 )  
1524-1526 U Street, N.W. )  
Washington, D.C. )  
 )

Haile G. Binosai t/a Selam Restaurant, Applicant

Ramon Estrada, Chairperson, on behalf of Advisory Neighborhood Commission 2B; James Mears, Daniel Gamber, Nancy Gamber, Helen Scher, Gregory R. DuRoss, Gillian West, Richard Bush, Clinton M. Williams, Michael Schade and Mary Hanley (A Group of Five or More Individuals), Protestants

**BEFORE:** Peter B. Feather, Chairperson  
Judy A. Moy, Member  
Mital M. Gandhi, Member

**ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST**

The Application filed by Haile G. Binosai t/a Selam Restaurant, (Applicant), for a Substantial Change and Entertainment Endorsement to its Retailer's Class "CR" License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call hearing on November 28, 2007, in accordance with D.C. Official Code § 25-601 (2001). Ramon Estrada, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 2B filed timely opposition by letter dated November 6, 2007. James Mears, Daniel Gamber, Nancy Gamber, Helen Scher, Gregory R. DuRoss, Gillian West, Richard Bush, Clinton M. Williams, Michael Schade and Mary Hanley (A Group of Five or More Individuals), Protestants, also filed timely opposition by letter dated November 8, 2007.

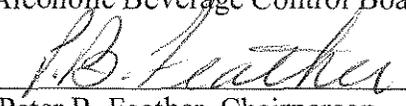
**Haile G. Binosai**  
**t/a Selam Restaurant**  
**License No. 60080**  
**Case No. 32861-08/019P**  
**Page Two**

The official records of the Board reflect that the Parties have reached an Agreement which has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the Voluntary Agreement, dated March 3, 2008, the Protestants have agreed to withdraw their protest, provided, however, the Board's approval of the pending Application is conditioned upon the Licensee's continuing compliance with the terms of the Voluntary Agreement.

Accordingly, it is this 2nd day of April 2008, **ORDERED** that:

1. The protests of ANC 2B and James Mears, Daniel Gamber, Nancy Gamber, Helen Scher, Gregory R. DuRoss, Gillian West, Richard Bush, Clinton M. Williams, Michael Schade and Mary Hanley (A Group of Five or More Individuals), are **WITHDRAWN**;
2. The Application filed by Haile G. Binosai t/a Selam Restaurant, for a Substantial Change and Entertainment Endorsement to its Retailer's Class "CR" License at 1524-1526 U 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 to the Applicant.

District of Columbia  
Alcoholic Beverage Control Board

  
Peter B. Feather, Chairperson

  
Judy A. Mox, Member

  
Mital M. Gandhi, 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 Agreements made this third day of March, 2008 by and between Mr Haile G Binosai (T/A "Selam") and Jim Mears et al (hereinafter collectively referred to as "Protestants").

### RECITALS

WHEREAS, Selam has applied for an entertainment endorsement amendment for premises located at 1524-1526 U Street, NW, Washington, DC (the "Premises") from entertainment on Friday and Saturday, 10:00 PM – 2:30 AM, to entertainment, dancing and cover charge on Sunday – Thursday 9:00 PM to 2:00 AM and Friday and Saturday 9:00 PM to 3:00 AM;

WHEREAS Protestants have filed a protest against the issuance of the license pursuant to the provisions of D.C. Code §25-601, *et seq*

WHEREAS, the parties have discussed the concerns of the Protestants and have reached an understanding related to the operation of the Establishment and cooperative efforts of Selam and the Protestants;

WHEREAS, Selam represents that it intends to use said class CR to promote such above-identified operations as enhancements to restaurant operations and that it shall not utilize such ABC license to promote a nightclub atmosphere or operate as such, and Protestants in agreeing to enter into this Agreement and waive their rights to maintain their protest rely upon such representations by Selam;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the sufficiency in receipt of which are hereby acknowledged, the parties agree as follows:

1. Recitals Incorporated. The Recitals set forth above are incorporated herein by reference.
2. Solid Waste Management. Selam shall have its trash picked up as often as necessary to keep the grounds clean at all times; garbage containers shall be closed and in compliance with the DC code.
3. Pest Control. Selam shall provide for pest control treatment of the Establishment at least monthly, both inside and in the rear and other areas surrounding the Establishment.
4. Cueing on the Premises. Selam shall not permit patrons to line up or cue on the public areas behind the Premises at any time or in front of the Premises at any time after 9:00 p.m. each day.
5. Entry/Admission Procedures. At no time will entrants be required or asked to pay an entry fee, entertainment fee or cover charge, including, without limitation, with respect to any and all events that involve entertainment or dancing. For charitable or fundraising events sponsored by



or on behalf of a organizations qualified as such under the Internal Revenue Code, or in connection with legitimate political fundraising activities for local or national campaigns or candidates, the Establishment may allow entrance to patrons who have reserved or purchased pre-sold tickets off-premises.

6. Parking. Selam shall remind patrons that parking is not permitted in the alley, except on the premises of Selam itself, including conspicuously posting and maintaining “No Parking at Any Time” signs in the alley behind Premises.

7. Noise. Selam shall be responsible for maintaining the quiet and orderly conduct of patrons arriving to and departing from the Establishment, to include posting a sign with the sense “this is a residential area – please be quiet” so as to be plainly visible to those departing the premises. The rear doors shall be marked “emergency use only” and normally locked. The area in the rear of the building is not to be used as a patron smoking area. Selam shall assure that the building is soundproof such that no noise from the establishment shall be audible in any residential premises. Windows in the Establishment shall not be opened. All fire doors shall remain closed at all times. Selam shall restrict the type of speakers used within the establishment to minimize bass levels. No speakers or public telephones will be placed on the exterior of the establishment. If necessary, Selam shall take reasonable steps to reduce noise emanating from the establishment from the opening of entrance and exit doors, which, in all events, shall remain closed except to accommodate patrons (front entrance only) or deliveries.

8. Hours. Entertainment (anything, other than background music or TV, that uses an amplifier, to include DJ or live performances) shall cease one (1) hour before closing time, and last call shall be made 30 minutes before closing time. Food service shall remain available until one hour before closing time.

9. Crowds. Occupancy shall not exceed the maximum authorized by the fire marshal.

10. Cleaning. Selam shall clean the front and rear of the Establishment and wash down the sidewalks daily, weather permitting.

11. Management and Supervision. Selam personnel shall be on the Premises at all times and shall be responsible for managing all events, parking, crowd control, towing and to assure that all events are conducted in accordance with the terms of this Voluntary Agreement.

12. Alcohol Awareness Training. Selam shall assure that all alcoholic-beverage-serving staff shall receive appropriate training in the sale, service and handling of alcoholic beverages from an alcohol awareness training provider approved by the Alcoholic Beverage Control Board.

13. Publication of Conditions. The conditions of this Voluntary Agreement shall be made known to all organizations or persons who book special events at Selam. A copy of this Voluntary Agreement shall be attached to all contracts for all special events and all parties to the contract shall agree to abide by the terms of this Voluntary Agreement.



14. Compliance with Laws and the Agreement. Selam shall fully comply with this Agreement, and all laws, ordinances and regulations governing the operation of its Establishment and shall satisfy all licensing requirements and conditions, particularly with respect to provisions regarding any proposed change in the operations of the Establishment or contemplated transfer of ownership. Selam shall make no substantial change in its operations without providing proper notice to the community and review by the ABC Board, in accordance with the ABC regulations.

15. Notices. In the event of a violation of the provisions of this Voluntary Agreement, Applicant shall be notified in writing of such violation. Any notices required to be made under this Agreement shall be in writing and mailed by certified mail, return receipt requested, postage prepaid, or hand delivered, to the other parties to this Agreement. Notice is deemed to be received upon mailing. Notice is to be given as follows:

If to Selam:

Mr Haile G Binosai  
1524 U St, NW  
Washington, DC 20009

If to Protestants:

Jim Mears  
1517 Caroline St, NW  
Washington, DC 20009

Applicant may change the notice addresses listed above by written notice to the signatories hereto at the addresses listed below their signatures. 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. Following notice, any material violation by Selam of this Agreement or its ABC license which remains uncured for two (2) weeks after notice shall constitute cause for seeking a Show Cause Order from the ABC Board seeking suspension or revocation of the establishment's license, and Selam consents to the request by any ANC covering any area within 600 feet from Selam or a party hereto to receive notice of such proceedings and a right to be heard.

16. Communication with the Community. Signatories to this Agreement, and other residents, may call or e-mail members of the Selam management team to voice concerns. Selam shall respond to any such inquiries within one (1) business day.

17. Withdrawal of Protests. In consideration of Selam's agreement to the provisions of this Voluntary Agreement, the Protestants support the amendment of Selam's entertainment endorsement, and hereby withdraw their protests to the amendment and join with the applicant in requesting that the License be issued forthwith in accordance with the Board's normal procedures.



18. Entire Agreement. This Agreement sets forth the entire understanding of the parties hereto with respect to the subject matter herein and they shall not be changed or terminated orally. There are no other warranties or representations made or relied upon by any of the parties to this matter other than those expressly set forth in said Agreement. This Agreement shall be construed in accordance with the laws of the District of Columbia

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

20. Successors and Partial Invalidation. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. In the event any part of this Agreement should be determined by a court of competent jurisdiction to be invalid or unenforceable, the validity of the rest of the Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part held to be invalid or unenforceable.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year stated below.

WITNESS:

APPLICANT:

Selam

  
\_\_\_\_\_  
~~meses~~

By: Haile G Baimosai

PROTESTANTS:

Jim Mears		Rick Busch	
Clint Williams		Michael Schade	
Mary Hanley		Dan Gamber	
Helene Scher		Nancy Gamber	
Gilliam West		Greg DuRoss	
Gerry West			

*Beth*  
*OK*

*1/19*  
*Selam Rest*  
*transferred license*

BEFORE  
THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter: )  
Pleasant Corporation )  
t/a Zig Zag Cafe )  
Application for a retailer's )  
license class CR - new )  
at premises )  
1524-1526 U Street, N.W. )  
Washington, D.C. )

Case No. 32861-94015P  
Section 14(e)

Richard T. Busch, Mark Huey and James Mears, Initiating Petitioners

Richard T. Busch, on behalf of Section 14 (b) Protestants

Dimitri P. Mallios, Esquire, on behalf of Applicant

Eric Fritz, Vice President, on behalf of Applicant

BEFORE: Mary Eva Candon, Esquire, Chair  
James C. Jefferson, Member  
James L. O'Dea, III, Esquire, Member  
Barbara L. Smith, Esquire, Member

ORDER ON WITHDRAWN PROTEST

The application, having been protested, came before the Board for public hearing on February 9, 1994 in accordance with D.C. Code 25-115 (c)(5)(1992 Supp.), providing for remonstrants to be heard. Richard T. Busch, Mark Huey and James Mears filed timely letters initiating the section 14(e)(registered voter) petition process.<sup>1/</sup> In addition, several section 14(b) letters were filed timely, and the protestants designated Mr. Richard T. Busch as their representative in this matter.

The official records of the Board reflect that parties have now reached an Agreement which has been reduced to writing, and has been properly executed and filed with the Board.<sup>2/</sup> Pursuant to the Agreement, the Protestants have agreed to withdraw the protest provided, however, that the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the Agreement.

<sup>1/</sup> The initiating petitioners circulated section 14 (e) (registered voter) petition forms and were unsuccessful in obtaining the statutorily mandated number of signatures necessary for the Board to deny the application. The Board proceeded with the section 14(b) petitions.

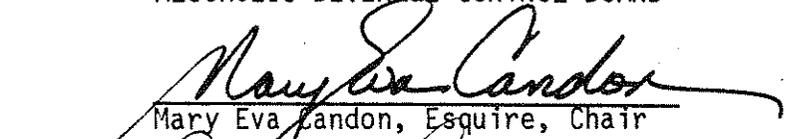
<sup>2/</sup> See Agreement dated June 27, 1994.

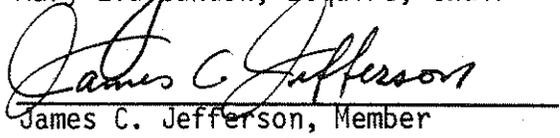
Pleasant Corporation  
t/a Zig Zag Cafe  
Page two

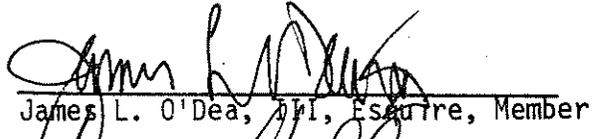
Accordingly, it is this 10<sup>th</sup> day of August 1994 ORDERED that:

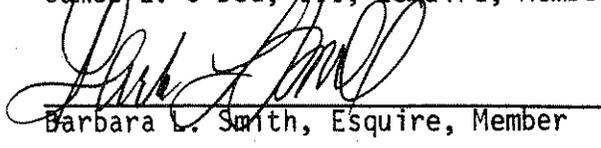
1. The protest of Richard T. Busch be, and the same hereby, is WITHDRAWN;
2. The above-referenced Agreement between the Protestant and the Applicant be, and the same hereby, is INCORPORATED as part of this Order;
3. The application of Pleasant Corporation t/a Zig Zag Cafe for a retailer's license class CR - new at premises 1524-26 U Street, N.W., be, and the same hereby, is GRANTED; and,
3. Copies of this Order shall be sent to the Initiating Petitioners, the Protestant, the Attorney for the Applicant, and the Applicant.

DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL BOARD

  
Mary Eva Landon, Esquire, Chair

  
James C. Jefferson, Member

  
James L. O'Dea, III, Esquire, Member

  
Barbara L. Smith, Esquire, Member

**AGREEMENT**

Made this 27<sup>th</sup> day of June, 1994, by and between

Pleasant Corporation, t/a Zig Zag Cafe  
1524-1526 U Street, N.W.  
Washington, D.C. 20009  
("Applicant")  
and all successors and assigns

and

Alan Basist  
Gregory Bolton  
Peter V. Brehm  
Richard T. Busch  
Brenda Cronin  
Mark C. Huey  
James Mears  
Shelly Myers  
Matthew Patrick  
Thomas Popovich  
Albert Seifert  
Michael Schade  
(together 14(b) "Protestants")

**WITNESSETH**

**WHEREAS**, pending before the District of Columbia Alcoholic Beverage Control Board ("Board") is a protest of the application for a Retailer's Class "CR" license to Applicant for premises 1524-1526 U Street, N.W., ABC Board Application #32861-94014; and

**WHEREAS**, the Protestants and Applicant have reached certain understandings regarding Applicant's operation of the establishment;

**NOW, THEREFORE**, the parties agree as follows:

**GENERAL:**

1. Applicant will not use the rear of either 1524 or 1526 U Street, N.W. for service to patrons. Nor will Applicant use rear area for outdoor food, beverage, or service preparation of any kind. Current fenced area will be allowed to be used solely for some storage if the area is kept in a neat and orderly manner and is in compliance with all building and fire safety codes that obtain.
2. Applicant, as the operator of a restaurant, will establish hours of operations as follows:

Sunday - Tuesday: Closing at 12:00 Midnight  
Wednesday - Thursday: Closing at 1:00 a.m.  
Friday, Saturday, and the day preceding a Federal holiday:  
Closing at 2:00 a.m.

3. All patrons must be cleared from premises no later than 12:00 Midnight on Sunday through Tuesday; no later than 1:00 a.m. on Wednesday through Thursday; and no later than 2 a.m. on Friday, Saturday, and the day preceding a Federal holiday.
4. Applicant will provide thirty (30) calendar days notice to Protestants' representative, Christine Pembroke, 1523 Caroline Street, N.W., Washington, D.C. 20009, before making any substantial changes in its operations, or changes to the exterior of the premises, requiring governmental approval. This provision does not constitute a waiver of any term or condition in this agreement.
5. Applicant agrees not to open another establishment serving or selling alcoholic beverages within 600 feet of the Applicant's current establishment.

**NOISE:**

6. Applicant will provide a doorperson, whose duties shall be, among others, to promote quiet and orderly behavior and to discourage loitering by its patrons. The doorperson will be on duty during the hours of 9:00 p.m. until closing, Thursday through Saturday, and the day preceding a Federal holiday. Applicant will provide notices at its entrance and on its guest checks requesting its patrons to depart the premises and the surrounding neighborhood in a quiet manner so as not to disturb its residential neighbors.
7. In case of an emergency, patrons and employees of the Applicant will exit the premises, using the front door of 1526 U Street, N.W., specially equipped with "panic alarm" hardware. In case of an emergency, the rear exit of 1524 U Street, N.W., may also be used. At all other times, use of the rear door of 1524 U Street, N.W., shall be limited to deliveries and to the removal of trash.
8. To reduce noise emanating from the rear of the premises:
  - a. Applicant will keep rear windows closed at all times.
  - b. Applicant will construct a wall, or develop some other means, adjacent to the rear exit of 1524 U Street, N.W., that will serve as a baffle to reduce and deflect sounds coming from the Applicant's establishment at those times when the rear door must be opened for deliveries or trash removal.

- c. Applicant will ensure that air conditioning in the Applicant's kitchen is sufficient to provide for the comfort of employees and to eliminate the need for opening the rear door or window(s) to cool the premises.
9. Applicant will take and document all steps necessary to reduce noise emanating from the current, and any future, exhaust system located at the premises. After Applicant is in operation for one (1) month, Protestants will be polled by their representative as to the exhaust system's level of noise. If the noise level is found to be unsatisfactory to the Protestants, Protestants' representative will notify Applicant who will take all necessary steps to reduce noise level to satisfactory level. If necessary the noise level will be documented by a noise control consultant (e.g., Acoustical Engineers-Polysonics Inc., or Miller Henning Associates, Inc.), hired by the applicant after consultation with Protestants' representative, as meeting acceptable noise levels for a residential area. A copy of this report will be given to the Protestants' representative, Christine Pembroke, 1523 Caroline Street, N.W., Washington, D.C. 20009. If necessary, the Applicant will have a barrier constructed around the system to reduce noise.

**TRASH:**

10. Applicant, on a daily basis prior to opening, will remove all litter, trash, weeds, or other debris from the area directly in back of the premises at 1524-1526 U Street, N.W., up to 18 inches into the alley. Trash and debris will also be removed in front of the premises up to 18 inches into the street, as required by D.C. law.
11. Applicant, on a daily basis prior to opening and more often if necessary, will hose down front sidewalk and entire rear service area, unless temperatures are below 32 degrees Fahrenheit, to maintain cleanliness.
12. Applicant will assume and maintain primary control and responsibility over trash disposal dumpsters located at the rear of 1524-1526 U Street, N.W. An adequate number of dumpsters will be provided to accommodate all trash disposal. The Applicant agrees to take all necessary steps, such as realigning the use of allocated rear space outside the premises, to ensure access to each and every one of its dumpster by its trash hauling company. Dumpsters will be kept closed at all times.
13. Applicant will arrange to have trash picked up at least five days per week. Applicant will ensure that trash is not picked up before 7 a.m. on weekdays and before 9 a.m. on Saturdays.

14. Applicant will ensure that dumpsters are in good working condition, that lids fit tightly, and that they have four wheels or are constructed in such a manner so as to reduce noise during times when the Applicant's trash hauling company must move the dumpsters to empty their contents.
15. Applicant shall dispose of food and food by-products by disposal or by properly bagging them in heavy plastic garbage/trash bags. Double bags will be used if necessary to keep contents secure, and in all cases will be properly tied. Bags will be disposed of in dumpsters at the rear of the premises, ensuring that dumpster lids are properly in place once the bags have been placed inside.
16. Applicant will contract with an established pest control company and will develop a pest control plan that remains in effect throughout the term of this Agreement. This plan will be put into effect and will include elimination of rats and other rodents from the premises and periodic inspection of, and baiting of, the alley by the pest control company to eliminate rodent harborage. Protestants, through their representative, will assist the Applicant by alerting the Applicant to any rodents that the Protestants may see in the alley and to the appearance of the general area for which the Applicant is responsible under the terms of its license and of this Agreement.
17. Applicant will not make deliveries of carryout food.
18. Applicant will provide a custodian for neighborhood cleaning and for making small repairs. Protestants, by their representative, shall relay any potential work or projects to the Applicant.

**ENTERTAINMENT:**

19. Applicant will not have live entertainment on the premises. (Live entertainment is defined as live instrumental or vocal music; use of a Disk Jockey; or any music or sound amplification loud enough to be heard outside the premises.)
20. Applicant will ensure that no dancing takes place on the premises.
21. Applicant will ensure that no exterior sound amplification equipment is installed or used on the premises.

**IN CONCLUSION:**

22. Applicant must have all fire, health, building, and safety inspections conducted and approved, and inspection certificates on file, before the "CR" license is issued. Required permits for any currently uninspected work and any future work must be filed in a timely manner with the appropriate office of the District of Columbia government.
23. Applicant must have a Certificate of Occupancy before the requested "CR" license is issued. A copy of that certificate should be delivered to Christine Pembroke, 1523 Caroline Street, N.W., Washington, D.C. 20009.
24. This Agreement will become effective upon the issuance of a Retailer's Class "CR" license to Applicant.
25. If Applicant is advised of any failure to carry out paragraphs 6, 8(b), 8(c), 9, 12, 14, 16, 18, 22, and 23 of this Agreement, Applicant will have seven (7) business days in which to correct the situation. Violations by Applicant of other provisions of this Agreement will be corrected promptly after notice. If the situation is not corrected, the Applicant acknowledges that this will constitute grounds for Protestants to petition the ABC Board for issuance of an order to Show Cause, pursuant to 23 D.C.M.R. 1513.5, or for assessment of any relevant fines in order to gain Applicant's compliance with the terms of this Agreement.
26. This Agreement shall not preclude Protestants from exercising any other rights under the ABC statute or regulations, nor from challenging Applicant's compliance with any other District of Columbia law or regulation not covered in this Agreement.
27. In consideration of, and in reliance upon, the above stated covenants and promises, and with the understanding that such stated conditions will be made part of the ABC license, the Protestants do hereby withdraw their objections to the pending application. It is expressly understood that this Agreement shall bind Applicant and all Protestants of record.

**IN WITNESS WHEREOF**, the parties have affixed hereunto their hands and seals as of the year and day first above written.

**APPLICANT:** PLEASANT CORPORATION t/a Zig Zag Cafe

BY:   
Eric Fritz, Vice President

6-27-94

**PROTESTANTS:**

Alan Basist:

Alan Basist

Gregory Bolton:

Gregory C. Bolton

Peter V. Brehm:

Peter V. Brehm

Richard T. Busch:

Richard T. Busch

Brenda Cronin:

Brenda Cronin

Mark C. Huey:

Mark C. Huey

James Mears:

James Mears

Shelly Myers:

Shelly Myers

Matthew Patrick:

Matthew Patrick

Thomas Popovich:

Thomas E. Popovich

Albert Seifert:

Albert Seifert

Michael Schade:

Michael Schade