

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

<u>In the Matter of:</u>	)	
	)	
Wok and Roll Enterprises, Inc.	)	
t/a Wok and Roll Restaurant	)	
	)	
Applicant for Substantial Change	)	Case No. 10-PRO-00150
to Retailer's Class CR License	)	License No. ABRA-085783
	)	Order No. 2011-025
at premises	)	
1801 Belmont Road, N.W.	)	
Washington, D.C. 20009	)	
	)	

Wok and Roll Enterprises, Inc., t/a Wok and Roll Restaurant ("Applicant")

M. Mindy Moretti, Commissioner, Advisory Neighborhood Commission (ANC) 1C

Denis James, on behalf of Kalorama Citizens Association (KCA)

**BEFORE:** Charles Brodsky, Chairperson  
Mital M. Gandhi, Member  
Nick Alberti, Member  
Donald Brooks, Member  
Herman Jones, Member  
Calvin Nophlin, Member  
Mike Silverstein, Member

**ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWAL OF PROTEST**

The official records of the Alcoholic Beverage Control Board (Board) reflect that Wok and Roll Enterprises, Inc., t/a Wok and Roll Restaurant (Applicant), has submitted an Application for a Substantial Change to its Retailer's Class CR License located at 1801 Belmont Road, N.W., Washington D.C. The Applicant; Commissioner M. Mindy Moretti, on behalf of ANC 1C; and Denis James, on behalf of KCA, have entered into a Voluntary Agreement, dated December 1, 2010, setting forth the terms and conditions that govern 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; Commissioner M. Mindy Moretti, on behalf of ANC 1C;

**Wok and Roll Enterprises, Inc.**  
**t/a Wok and Roll Restaurant**  
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**License No. ABRA-085783**  
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and Denis James, on behalf of KCA, are signatories to the Agreement. This Agreement constitutes a withdrawal of the Protest filed by ANC 1C of this Application.

Accordingly, it is this 12<sup>th</sup> day of January 2011, **ORDERED** that:

1. The Protest of ANC 1C in this matter is hereby **WITHDRAWN**;
2. The above-referenced Voluntary Agreement submitted by the Parties to govern the operations of the Applicant's establishment are **APPROVED** and **INCORPORATED** as part of this Order; and
3. Copies of this Order shall be sent to the Applicant, ANC 1C, and KCA.

**Wok and Roll Enterprises, Inc.**  
**t/a Wok and Roll Restaurant**  
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**License No. ABRA-085783**  
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District of Columbia  
Alcoholic Beverage Control Board

\_\_\_\_\_  
Charles Brodsky, Chairperson



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Mital M. Gandhi, Member

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Nick Alberti, Member



\_\_\_\_\_  
Donald Brooks, Member



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Herman Jones, Member



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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, 1250 U Street, N.W., Third Floor, Washington, DC 20009.

**Cooperative Agreement Concerning a  
Substantial Change for Sale of Alcoholic Beverages and  
Entertainment Endorsement**

DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE  
REGULATORY ADMINISTRATION

This agreement, entered into the 1 day of December, 2010 is by and between Wok & Roll Enter, Inc. t/a Wok and Roll (hereinafter the "Applicant"), Advisory Neighborhood Commission 1C (hereinafter "ANC1C") and the Kalorama Citizens Association (KCA), hereinafter the "Parties", and

**Whereas**, the Applicant has filed for a substantial change with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board") to the Class CR License (No. 085783), located at 1801 Belmont Road, NW, Washington, D.C., and

**Whereas**, the establishment falls within the boundaries of Advisory Neighborhood Commission 1C (ANC 1C), and

**Whereas**, in recognition of the Board's policy of encouraging parties to settle their differences by reaching Voluntary Agreements, the Parties hereto desire to enter into a Voluntary Agreement whereby (1) Applicant will agree to adopt certain measures to address the Parties concerns and to include this Agreement as a formal condition of its Application, and (2) the Parties will agree to the approval of the application provided that such Agreement is incorporated into the Board's order approving such application, which order is thereby conditioned upon compliance with such Agreement, and

**Whereas** Applicant has recently taken or intends to take certain measures designated to ameliorate the Parties concerns.

**Now, Therefore in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:**

**1. Hours**

The approved hours of operation are:

**Inside:                    Sunday through Thursday 11 a.m. to 2 a.m.  
Friday and Saturday 11 a.m. to 3 a.m.**

**Outside:                 Sunday through Thursday 11 a.m. to 11 p.m.  
Friday and Saturday 11 a.m. to 12 a.m.**

**2. Seating**

Interior capacity, including seating will not exceed: **92**  
Sidewalk Cafe capacity will not exceed: **25**

**3. Noise/Music**

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 the DC Noise Control Act of 1977 (Public Law 2-

53), as amended. The Applicant agrees to abide by all Alcoholic Beverage Control regulations as amended.

- DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE  
CONTROL BOARD  
APPLICANT'S SIGNATURE \_\_\_\_\_ *any*
- a) The doors and windows of the premises will be kept closed at all times during business hours when music is being played, or a sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress to or egress from the premises.
  - b) Music from inside will not be audible at surrounding residential housing areas.
  - c) The Parties agree that any karaoke performances will be for the benefit and enjoyment of the establishment's dining and bar patrons, therefore, there will be no cover charge. In the case of special events, such as private parties or New Year's Eve, the preceding section does not prevent the licensee from making certain charges to allow participation. For the purposes of this section, special events and private parties are considered separate and apart from the routine operation of the establishment and the regular presentation of karaoke.
  - d) The Parties agree that in the routine operation of the establishment, Applicant may provide karaoke three (3) nights per week. Applicant agrees to maintain a log-book of all nights when karaoke is featured and make it available to ABRA investigators.  
**On Sundays-Thursdays, Karaoke will end by 1:00 am;**  
On Fridays and Saturdays, Karaoke will end by 2 a.m.

This section does not apply to New Year's Eve on which date any karaoke performance shall end ONE HOUR before closing time. In the case of special events or private parties any live music performances will end no later than 1:30 a.m.

#### 4. Trash/garbage/rodents

- a) applicant shall maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remain clean. 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. Applicant will make every reasonable effort to eliminate food sources for rodents and eliminate the rat population.
- b) applicant agrees to segregate and recycle bottles, cardboard, and glass refuse apart from trash and agrees not to dispose of the bottles and glass refuse in the outside trash dumpsters or recycling containers during the hours of 11:00pm and 8:00am. Applicant agrees to recycle bottles, cans and cardboard in accordance with D.C. Law 7-226.

#### 5. Exterior including public space

- a) applicant shall assist in the maintenance of the alleyway behind 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 and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulations in these respects. Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front or to the rear of the premises during business hours

and at closing, and to cause patrons to leave those areas quietly at closing.

- b) applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the trash dumpsters.
- c) applicant agrees to provide a copy of its contract with an oil/grease recycler to the Board. Upon request to the Board, a signatory to this agreement may be informed as to whether such a contract is in place.
- d) Applicant agrees to not place outside in the public space any loudspeaker, tape player, CD player or other similar device, or to place any inside speaker in such a way that it projects sound into the public space.

**6. Items specific to establishment:**

- a) applicant agrees to operate the establishment under the terms of its license and will not rent out the establishment to third parties for events where the owner/manager is not present and managing the business.
- b) applicant agrees not to place or cause to be placed any fliers, handbills or other similar advertisement in the public space, specifically on lampposts, street signs or any vehicle parked in the public space.

**7. Bar/Pub/Club Crawls**

Applicant agrees not to promote or participate in bar or pub "crawls", "tours", or similar events.

**8. Consideration**

Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees and patrons leaving the establishment to keep conversations and noise down.

**9. 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. If Applicant desires to modify the terms of this Agreement, then prior to implementing the changes, Applicant shall receive written agreement from the Parties after a vote at a full public meeting, a quorum being present.

**10. Regulations**

In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations.

  
2010 DEC 8 - 3:50 PM  
DISTRICT OF COLUMBIA  
MAYORALTY OFFICE  
REGISTRATION DIVISION

