

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

In the Matter of:)
)
Multi-Management, Inc.)
t/a Habana Village)
)
Holder of a) License No.: 24197
Retailer's Class CR License –) Order No: 2009-079
at premises)
1834 Columbia Rd., N.W.)
Washington, D.C. 20009)
_____)

Multi-Management, Inc., t/a Habana Village, the Licensee.

M. Mindy Moretti, Vice-Chair, on behalf of Advisory Neighborhood Commission 1C and Denis James, President, on behalf of Kalaroma Citizens Association.

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

ORDER ON FIRST AMENDMENT TO VOLUNTARY AGREEMENT

The Licensee, Advisory Neighborhood Commission (ANC) 1C and Kalorama Citizens Association (KCA) (collectively, the Parties) entered into a Voluntary Agreement (Agreement) dated November 5, 2002 setting forth the terms and conditions by which the Licensee would operate its establishment. This matter comes now before the Alcoholic Beverage Control Board (Board) to consider the Parties' First Amendment to Voluntary Agreement (First Amendment) in accordance with D.C. Official Code § 25-446 (2001).

The official records of the Board reflect that the Parties have agreed to amend the original Agreement and that the Licensee, ANC 1C and KCA are signatories to the First Amendment. The First Amendment permits the Licensee to expand its hours of operation to include the service of breakfast, brunch, lunch and an earlier dinner hour. The First Amendment has been reduced to writing and has been properly executed and filed with the Board. All terms and conditions of the original Agreement not amended by the First Amendment shall remain in full force and effect.

**Multi-Management, Inc.,
t/a Habana Village
License No. 24197
Page Two**

Accordingly, it is this 8th day of April 2009, **ORDERED** that:

1. The First Amendment to Voluntary Agreement by and between Multi-Management, Inc., t/a Habana Village, 1834 Columbia Road, N.W., Washington, D.C., ANC 1C and KCA to the existing November 5, 2002 Agreement is **APPROVED**;

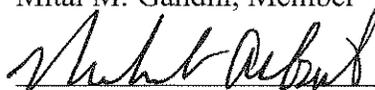
2. The above-referenced First Amendment is **INCORPORATED** as part of the existing Agreement and this Order; and

3. Copies of this Order shall be sent to ANC 1C, KCA and the Licensee.

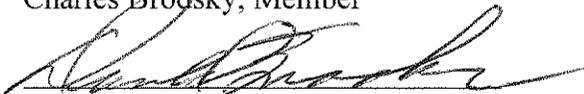
District of Columbia
Alcoholic Beverage Control Board


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.

**AMENDMENT TO COOPERATIVE AGREEMENT CONCERNING
HOURS OF OPERATION FOR ABC-LICENSED ESTABLISHMENT**

Whereas, on February 4, 2009, Multi-Management, Inc, trading as Habana Village, 1834 Columbia Road, NW, CR-02, license number 24197, applied to the DC Alcoholic Beverage Control Board to expand its hours of operation to include the service of breakfast/brunch/lunch and an earlier dinner hour.

Now, on **March 30, 2009**, as parties to an existing Cooperative Agreement dated November 5th, 2002, Advisory Neighborhood Commission 1C (ANC 1C) and the Kalorama Citizens Association (KCA) agree to the amendment of the 2002 agreement as follows: Provision 1 of the 2002 agreement will be replaced by the New Provision 1 shown directly below.

**New Provision 1.
Hours of Operation:**

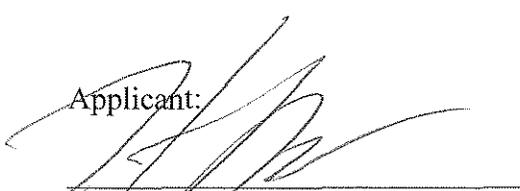
With regard to breakfast/lunch/brunch, applicant may begin operation, including sale, service and consumption of food and alcoholic beverages at the following times:
Saturdays, Sundays, Holidays & special occasions: 10:00 am

With regard to service of dinner, applicant may begin operation, including sale, service and consumption of food and alcoholic beverages, seven days a week at: 5:00 pm.

Operations will cease at the following times:

- Sunday through Wednesday: 1:30 am
- Thursday: 2:00 am
- Friday and Saturday: 3:00 am

Applicant:


Peter Lujan

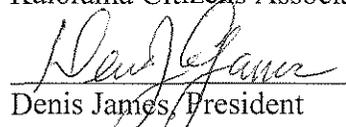
Advisory Neighborhood Commission 1C


M. Mindy Moretti, Vice-Chair 3-30-09
Date


President 3/30/09
Title Date

DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE
REGULATION ADMINISTRATION
2009 MAR 20 A 9:46
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3/30/09

Kalorama Citizens Association


Denis James, President 3.30.2009
Date

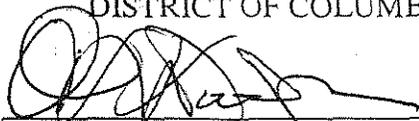
Habana Village Art & Folklore, Inc.
t/a Havana Village Art & Folklore, Inc.
Page two

The official records of the Board reflect that the parties have now reached an agreement, which has been reduced to writing, and has been properly executed and filed with the Board. Pursuant to the agreement dated August 7, 2000, the Protestants have agreed to withdraw the opposition, provided however, the Board's approval of the pending application is conditioned.

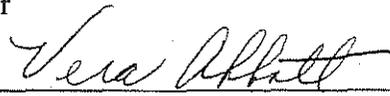
Accordingly, it is this 14TH day of February 2001, **ORDERED** that:

1. The protests of ANC IC and KCA be, and the same hereby, are **WITHDRAWN**;
2. The above- referenced agreement between the parties, be, and the same hereby, is **INCORPORATED** as part of this **ORDER**;
3. The application of Havana Village Art & Folklore, Inc. t/a same for a retailer's class CR renewal license at premises 1834 Columbia Road N.W., Washington, D.C., be, and the same hereby, is **GRANTED**; and,
4. Copies of this Order shall be sent to the Protestants and the Applicant.

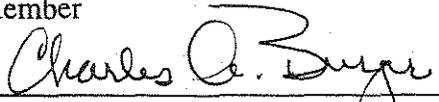
DISTRICT OF COLUMBIA ALCOHOLIC BEVERAGE CONTROL BOARD



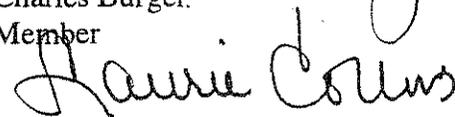
Roderic L. Woodson, Esquire
Chair



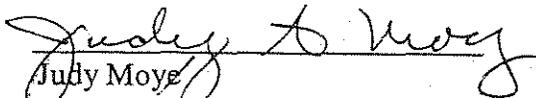
Vera Abbott
Member



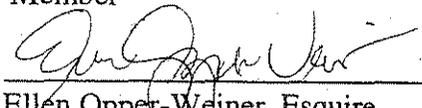
Charles Burger.
Member



Laurie Collins
Member



Judy Moye
Member



Ellen Opper-Weiner, Esquire
Member



Audrey E. Thompson
Member

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

In the Matter of:)	
)	
Habana Village Arts & Folklore, Inc.)	
t/a Habana Village)	
)	
Application for a Retailer's Class)	Application no. 11583-02/119P
CR License (substantial change))	2002-272
at premises)	
1834 Columbia Road, N.W.)	
Washington, D.C.)	

Denis I.E. James, Chairperson, on behalf of the ABC Licensing Committee for the Kalorama Citizens Association, and Dan Brody, on behalf of the Advisory Neighborhood Commission 1C, Protestants

Pedro A. Lujan, President, on behalf of the Applicant

BEFORE: Roderic L. Woodson, Esquire, Chair
Vera Abbott, Member
Charles Burger, Member
Laurie Collins, Member
Judy Moy, Member
Ellen Opper-Weiner, Esquire, Member
Audrey Thompson, Member

**ORDER ON WITHDRAWN PROTEST
AND VOLUNTARY AGREEMENT**

The request to include live music to the operation of the licensed premises was protested and came before the Board on September 18, 2002 in accordance with the D.C. Official Code Section 601 (2000 Edition). Denis I.E. James, Chairperson, on behalf of the Kalorama Citizens Association, and Dan Brody, on behalf of the Advisory Neighborhood Commission 1C, filed timely opposition against the request for the substantial change.

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 November 5, 2002, the protestants have agreed to withdraw the opposition, provided, however, the Board's approval of the pending

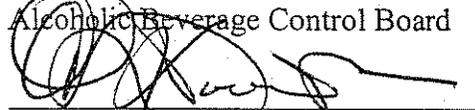
Habana Village Arts & Folklore, Inc.
t/a Habana Village
Page two

application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

Accordingly, it is this 4th day of December ~~November~~ 2002, **ORDERED** that:

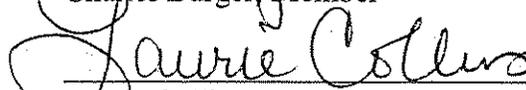
1. The opposition of Denis I.E. James, Chairperson, on behalf of the Kalorama Citizens Association, and Dan Brody, on behalf of the Advisory Neighborhood Commission 1C is **WITHDRAWN**;
2. The request to add live music to the operation of the licensed premises of Habana Village Arts & Folklore, Inc. t/a Habana Village, holder of a retailer's class CR license, located at 1834 Columbia Road, N.W., Washington, D.C. is **GRANTED**;
3. The above-referenced agreement between the parties is **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Protestants and the Attorney for the Applicant.

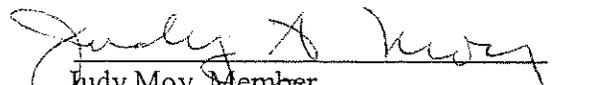
District of Columbia
Alcoholic Beverage Control Board

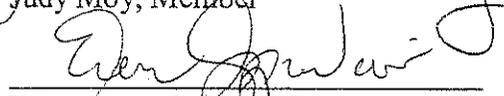

Roderic L. Woodson, Esquire, Chair

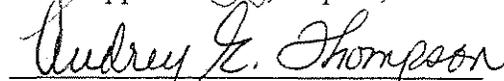

Vera Abbott, Member


Charles Burger, Member


Laurie Collins, Member


Judy Moy, Member


Ellen Opper-Weiner, Esquire, Member


Audrey E. Thompson, Member

11583

ABLA
rec'd. 11/6/02

**COOPERATIVE AGREEMENT CONCERNING ISSUANCE
OF LICENSE FOR SALE OF ALCOHOLIC BEVERAGES**

THIS AGREEMENT, made and entered into this 5th day of November, 2002, by and between Multi-Management, Inc., trading as Habana Village (hereinafter the "Applicant"), Advisory Neighborhood Commission 1-C (hereinafter "ANC-1C") and the Kalorama Citizens Association (hereinafter the "Protestants") witnesses:

Whereas Applicant has filed an application (#11583) with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board") for the ^{SUBSTANTIAL CHANGE} ~~renewal~~ of a class "CR" License for the premises known as Habana Village, located at 1834 Columbia Road, NW, Washington, DC.

ok PJ 11-6-2002
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Whereas Protestants have filed before the Board protests opposing the granting of this renewal.

Whereas in recognition of the Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching cooperative agreements, the Parties hereto desire to enter into a cooperative 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 substantial change of the license to allow live music presentations and withdrawal of the 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.

Whereas Applicant has recently taken or intends to take certain measures designed to ameliorate Protestants' concerns.

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

1. Hours. The hours of operation shall be:

Sunday through Wednesday: 6:30 pm until 1:30 am
Thursday: 6:30 pm until 2:00 am
Friday and Saturday: 6:30 pm until 3:00 am

2. Seating. Seating capacity will not exceed:

Interior tables and bar, 1st and 2nd floors: 130

3. Noise/Music/Dancing. 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 Title 23 DCMR 905, the DC Noise Control Act and its amendments (DC Law 2-53, DC Act 11-297 and DC Act 14-088 and its successors). 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. There shall be no music played on the roof.

4. Trash/Garbage/Rodents. 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 to help eliminate the rat population. Applicant will recycle the following items as per DC Law 7-226: cardboard, glass and cans.

Applicant shall provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the dumpster.

5. Exterior including Public Space. (a) 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 and to remove snow and ice from the sidewalk and comply with all applicable DC 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 encourage patrons to leave those areas at closing.

6. Items specific to establishment.

Applicant agrees to take the following steps to reduce the likelihood of sound disturbance from the establishment.

On the first floor, by February 1, 2003, the three front (bay) windows will each have a new insulated glass panel installed over them on the inside. The two side windows in the rear room that look out on the fire escape will be replaced with new insulated glass windows. Opposite the bar, a window with an air conditioner will be framed and insulated for sound using Owens Corning Quiet Zone acoustic batts and Quiet Zone acoustic wall framing or some similar product with equal or better sound reduction capabilities.

On the second floor, by March 1, 2003, three windows that overlook the fire escape, each having an air conditioner in them will be framed and sound insulated as above. The rearmost side window will be replaced with a new insulated glass window.

7. Bar/Pub Crawls. Applicant agrees not to promote or participate in bar or pub "crawls" or "tours", or any other similar events.

8. Consideration. Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees leaving the establishment to keep conversations and noise to a minimum from 11:00 PM to 7:00 AM.

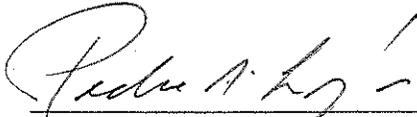
9. Modification. This agreement can be modified only by the ABC Board or the mutual agreement of all the parties with the approval of the ABC Board. In the case of ANC-1C, any modification must be approved, in writing, at a regularly scheduled public meeting by a majority of the Commissioners present, constituting a quorum.

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

11. Withdrawal of Protests. Protestants agree to the substantial change of the license and withdrawal of their Protest, *provided* that this Cooperative Agreement is incorporated into the Board's order issuing the license, which order is thereby conditioned upon compliance with such Cooperative Agreement.

12. Availability of Cooperative Agreement. Applicant agrees to keep available at all times a copy of this agreement at his establishment and to familiarize all his employees with its conditions.

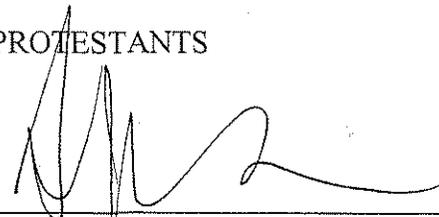
APPLICANT:



By: PRESIDENT
PEDRO A. LUJAN

Date: NOV. 6 - 2002

PROTESTANTS



Advisory Neighborhood Commission 1C
Andrew James Miscuk, Chairman

By: Andrew James Miscuk
Date: 5 NOV 02



Kalorama Citizens Association
By: DENIS I.E. JAMES ABC LICENSING
CHAIR FOR KCA

Date: 11.6.2002

11503
 BLA: ABC
 11503 rec'd 8/14/00
 lbh

**VOLUNTARY AGREEMENT CONCERNING ISSUANCE OF LICENSE
 FOR SALE OF ALCOHOLIC BEVERAGES**

THIS AGREEMENT, made and entered into this 7th day of August, 2000, by and between Lujan Pedro A. Habana Village Art & Folklore Inc. trading as Habana Village Art & Folklore Inc. (hereinafter the "Applicant"), and Advisory Neighborhood Commission 1C (hereinafter the "Protestant"), witnesses:
Kalorama Citizens Association

Whereas Applicant has filed an application with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board") for the renewal of a class CR License for the premises known as Habana Village Art & Folklore Inc., located at 1834 Columbia Rd, N.W., Washington, D.C.,

Whereas Protestant has filed before the Board protests opposing the granting of this renewal,

Whereas in recognition of the Board's policy of encouraging parties to a protested proceeding 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 Protestant's concerns and to include this agreement as a formal condition of its application, and (2) Protestant will agree to the issuance of the renewal of the license and withdrawal of the Protest, provided that such agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such agreement,

Whereas Applicant has recently taken or intends to take certain measures designed to ameliorate Protestant's concerns,

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

1. Hours. The hours of operation shall be:

	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>	<u>Sunday</u>
Inside:	<u>6³⁰ pm - 2am</u>	<u>6³⁰ pm - midnight</u>					
Roof:	<u>NO</u>						
Patio(s):	<u>NO</u>						

If different from above, hours when alcohol will be served:

Inside: _____

Roof: _____

Patio(s): _____

2. Seating. Seating capacity will not exceed:

Interior tables: _____ Interior bar: _____ Patio(s) _____: Roof: _____

3. Noise/Music/Dancing. 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 DCMR Section 905. 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.

4. Trash/garbage/rodents. 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.

5. Exterior including public space. (a) 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 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 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 dumpster.

6. Items specific to establishment.

Applicant will place signs encouraging patrons to respect the neighborhood, near the entrance and agree to keep windows closed. Applicant will work with neighborhood groups and businesses to encourage such signage.

(Note: Be specific: locations, hours, soundproofing, etc.)

7. Bar/Pub Crawls. Applicant agrees not to promote or participate in bar or pub "crawls".

8. Consideration. Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees leaving the establishment to keep conversations and noise down from 11:00 PM to 7:00 AM.

9. Modification. This agreement can be modified only by mutual agreement of all the parties. In the case of ANC 1C, if Applicant desires to modify the terms of this agreement, prior to implementing the changes Applicant shall receive written agreement from ANC-1C after a majority of the commissioners shall have voted in favor of the changes at a full public meeting.

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

11. Withdrawal of protests. Protestants agree to the issuance of the renewal of the license and withdrawal of their Protests, *provided* that the present Voluntary Agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such Voluntary Agreement.

APPLICANT:

[Handwritten signature]

By: _____

PROTESTANT:

[Handwritten signature] 8/7/00
Advisory Neighborhood Commission IC

By: Linda E. Soffel

[Handwritten signature] 8/9/00

Calorema Citrus Association
by: