

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

**In the Matter of:**

KYW, Inc.

t/a Wah Sing Restaurant

Application for a

Renewal of a Retailer's

Class CR License

at premises

2521 Pennsylvania Ave, S.E.

Washington, D.C. 20020

) License No. 514

) Case No. 5434-07/061P

) Order No. 2007-071

KYW, Inc., t/a Wah Sing Restaurant, Applicant

Anthony Muhammad, Chairperson, Advisory Neighborhood Commission 8A, Protestant

**BEFORE:** Peter B. Feather, Acting Chairperson

Vera M. Abbott, Member

Judy A. Moy, Member

Audrey E. Thompson, Member

Albert G. Lauber, Member

Mital M. Gandhi, Member

**ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST**

The Application for the renewal of a Retailer's Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call hearing on June 27, 2007, in accordance with D.C. Official Code §25-601 (2001). Anthony Muhammad, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 8A, filed timely opposition by letter.

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 July 21, 2007, the Protestant has agreed to withdraw its protest, provided, however, the Board's approval of the pending Application is conditioned upon the licensee's continuing compliance with the terms of the Agreement.

**KYW, Inc.**  
**t/a Wah Sing Restaurant**  
**License No. 514**  
**Case No. 5435-07/061P**  
**Page Two**

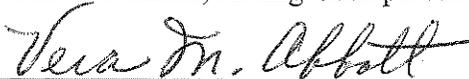
Accordingly, it is this 15th day of August 2007, **ORDERED** that:

1. The protest of Anthony Muhammad, Chairperson, on behalf of ANC 8A is **WITHDRAWN**;
2. The Renewal Application for KYW, Inc. t/a Wah Sing Restaurant, at 2521 Pennsylvania Avenue, S.E., Washington, D.C., for a Class CR License is **GRANTED**;
3. The above-referenced Voluntary Agreement is **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Applicant and the Protestant.

KYW, Inc.  
t/a Wah Sing Restaurant  
License No. 514  
Case No. 5435-07/061P  
Page Three

District of Columbia  
Alcoholic Beverage Control Board

  
Peter B. Feather, Acting Chairperson

  
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Audrey E. Thompson, Member

  
Albert G. Lauber, 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.

**COOPERATIVE AGREEMENT**  
**BETWEEN**  
**ADVISORY NEIGHBORHOOD COMMISSION 8A-01**

GOVT OF THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE  
REGULATION ADMINISTRATION

**AND**

2007 JUL 23 A 11: 00

**KYW, INC.**

**t/a Wah Sing Restaurant**

REC'D BY SA

**2521 Pennsylvania Avenue, SE, Washington, DC, 20020**  
**(License Number 514/Application Number 5453)**

WHEREAS, the Licensee has applied to renew an Alcoholic Beverage Control Retailer Class B license for the business and location named above; and

WHEREAS, the Licensee and the Advisory Neighborhood Commission 8A-01 have discussed the concerns of the Community and have reached an understanding relating to the operation of the ABC licensed establishment as well as the level of cooperation that shall exist between the Licensee and the Community.

NOW, THEREFORE, the Licensee agrees to the following:

1. The Licensee will comply with all the laws and regulations governing the operation of a Retailer's Class B license by which this Cooperative Agreement applies, as applied for and approved by the District of Columbia in the name of the Licensee.
2. The Licensee will not sell alcoholic beverages before or after ABC regulated hours.
3. The Licensee will keep the "immediate environs" as defined in the D.C. official code, Title 25 Section 24-726 Control of Litter. (a) the Licensee will under a retailer's license shall take reasonable measure to ensure that the immediate environs of the establishment including adjacent alleys, sidewalks, or other public property immediately adjacent to the establishment, or other property used by the Licensee to conduct its business, are kept free of litter. (b) The Licensee under a retailer's license shall comply with the Litter Control Expansion Amendment Act of 1987, effective October 9, 1987 (D.C. Law 7-23: 23 DCMR 720).
4. The Licensee will keep the inside of the store free of debris and trash.
5. The Licensee will promptly (i.e., within 30 days) remove or paint over any graffiti written on the exterior walls of the property used by the Licensee to conduct business.
6. The Licensee will prohibit loitering in front of the business, will use reasonable efforts to enforce such a prohibition, and post "NO LOITTERING" signs in a prominent place on the exterior of its establishment.
7. The Licensee will not sell or deliver alcoholic beverages to any person under the age of 21. In addition, the Licensee will post a warning sign that states it is illegal for anyone to sell, serve, or distribute alcoholic beverages to anyone under the age of 21 and the sign will be visible to the public.

8. The Licensee will not knowingly sell alcoholic beverages to an intoxicated person.
9. The Licensee will take all reasonable precautions to avoid the sales of alcoholic beverages in any form to anyone accompanying a person who has been denied service, if it appears that an attempt is being made to buy alcohol for that person who has been denied.
10. The Licensee will contact the Metropolitan Police Department and report any and all unlawful activity conducted inside or observed outside of the property used by the Licensee for business.
11. The Licensee agrees to work with the Community to resolve problems that brought to the attention of the Licensee. Specifically the Licensee agrees to respond within fourteen (14) business days to any written complaint that is received from the Community and further agrees to document its reasonable efforts to respond to such written complaint.
12. The Licensee agrees and assures that all of its employees will adhere to the provisions of this Agreement, particularly with respect to the sale of alcoholic beverages in any form.
13. The Licensee agrees to have a copy of this Cooperative Agreement available upon request at the location of the business.
14. In the event any provision of this Agreement is deemed to be void, invalid or unenforceable, that provision shall be severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this Agreement shall then continue in full force and effect.
15. This Agreement may be modified, superseded or voided only upon the written and signed Agreement of the parties hereto. Further, the physical destruction or loss of this document shall not be construed as a modification or termination of the agreement contained herein.
16. Each party acknowledges that he/she/it has had an adequate opportunity to read and fully consider the terms of this Agreement. The terms and conditions of this entire Agreement are agreed and understood by the Licensee and the Community.
17. The Licensee is assured that the provisions of this Agreement will be offered to other Members of the award 8 Business Community (Gas Stations, Delis, Vendors, and Liquor Stores).
18. The Licensee acknowledges the provisions of this Agreement will be fully enforced by the effective date.

The provisions of this Cooperative Agreement shall become part of the conditions of the ABC license and shall remain in force for the duration of life of the license. Violation of this Cooperative Agreement by the Licensee or the Licensee's failure to implement measures called for in the Cooperative Agreement, shall be considered just cause for the ABC Board to initiate a show cause hearing upon evidence that a licensee has violated a cooperative agreement. Upon a determination that the Licensee has violated the Cooperative Agreement, the ABC Board shall penalize the

Licensee according to the provisions set forth for violations of a license in Chapter 8 of the D.C. Official Code, Title 25.

Notwithstanding anything to the contrary herein, License shall use reasonable efforts to control litter, keep the property clean, maintain signs and placards as required, and monitor activities around the property as more fully set forth in this Cooperative Agreement. The Community agrees to provide written notice to the Licensee and the opportunity to correct same prior to initiating a "show cause" hearing for such violations; provided however, that no more than two notices shall be required in any twelve (12) month period.

Licensee's Name: KYW, Inc. *F.C.Wy*  
Licensee's Signature: *Kai-Chiu Wong*  
Licensee's Trade Name: Wah Sing Restaurant

Date: 07-21-07

Community Representative: COMMISSIONER SA  
Name: COM ANTHONY MUHAMMAD  
Signature: *A. Muhammad*  
Date: 07-21-07

Community Representative: \_\_\_\_\_  
Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_