

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

_____)	
In the Matter of:)	
)	
Kookoovaya, Inc.)	
t/a We, The Pizza)	
)	
Holder of a)	License No. ABRA-082062
Retailer's Class CR License)	Order No. 2013-244
)	
at premises)	
305-307 Pennsylvania Avenue, S.E.)	
Washington, D.C. 20003)	
_____)	

Kookoovaya, Inc., t/a We, The Pizza (Licensee)

Brian Flahaven, Chairperson, on behalf of Advisory Neighborhood Commission (ANC)
6B

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Mike Silverstein, Member
Herman Jones, Member

ORDER ON AMENDMENT TO SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Kookoovaya, Inc., t/a We, The Pizza, (Licensee), and ANC 6B entered into a Settlement Agreement (Agreement), dated September 28, 2001, that governs the operation of the Licensee's establishment. This matter comes now before the Board to consider the Parties' Amendment to Settlement Agreement (Amendment), dated April 9, 2013, in accordance with D.C. Official Code § 25-446 (2001).

The Amendment has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Brian Flahaven, on behalf of ANC 6B, are signatories to the Amendment.

Kookoovaya, Inc.
t/a We, The Pizza
License No. ABRA-082062
Page 2

Accordingly, it is this 22nd day of May, 2013, **ORDERED** that:

1. The above-referenced Amendment to Settlement Agreement, dated April 9, 2013, submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
2. All terms and conditions of the original Agreement, not amended by the Amendment, shall remain in full force and effect; and
3. Copies of this Order shall be sent to the Licensee and ANC 6B.

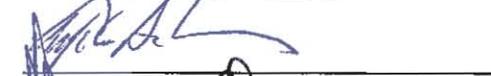
Kookoovaya, Inc.
t/a We, The Pizza
License No. ABRA-082062
Page 3

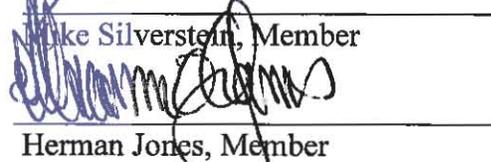
District of Columbia
Alcoholic Beverage Control Board


Ruthanne Miller, Chairperson


Nick Alberti, Member


Donald Brooks, Member


Mike Silverstein, Member


Herman Jones, Member

Pursuant to D.C. Official Code § 25-433, any Party adversely affected by this Order may file a Motion for Reconsideration within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14th Street, N.W., Suite 400S, Washington, D.C. 20009.

AMENDMENT TO VOLUNTARY (COOPERATIVE) AGREEMENT

This Amendment to Voluntary (Cooperative) Agreement ("Amendment") is made this 9 day of April 2013 by and between Kookoovaya, Inc. t/a We, The Pizza ("Applicant") and Advisory Neighborhood Commission 6B ("ANC 6B").

WITNESSETH

WHEREAS, Applicant is the current owner and operator of an ABC-licensed establishment located at 305-307 Pennsylvania Ave SE, Washington, DC 20003;

WHEREAS, ANC 6B and the Applicant entered into a Voluntary (Cooperative) Agreement dated May 26, 2010 which Agreement was approved by the Alcoholic Beverage Control Board ("ABC Board") by Order dated September 28, 2001;

WHEREAS, Applicant as the current holder of the License, is bound by the terms of the Agreement;

WHEREAS, ANC 6B seeks to modify the Agreement to reflect the new official designation of this document as a Settlement Agreement; and

WHEREAS, to accommodate ANC 6B's request, the parties agree to an amendment to the Agreement as hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
2. **Change of name from Voluntary Agreement to Settlement Agreement** The Agreement is hereby amended to reflect the name of the Agreement document as Settlement Agreement.
4. **Agreement Otherwise in Full Force and Effect.** Except as otherwise explicitly provided herein, the terms of the Voluntary Agreement shall remain in full force effect and the Agreement and this Amendment shall constitute the agreement between the parties. This Amendment may only be modified by written agreement of all the parties or their successors, or otherwise in accordance with law.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first written above.

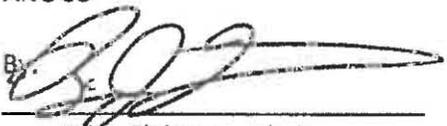
APPLICANT:

By: 

Harvey Mendelsohn

Date: _____

ANC 6B

By: 

Brian Flahaven, Chair

Date: 4/22/13

 **ANC 6B**
Capitol Hill / Southeast

921 Pennsylvania Avenue SE
Suite 305
Washington, DC 20003-2141
202-543-3344 (office)
202-543-3507 (fax)
office@anc6b.org

Executive Director
Susan Eads Role

April 26, 2013

Ruthanne Miller, Chair
Alcoholic Beverage Control Board
2000 14th Street NW, Suite 400S
Washington, DC 20009

VIA E-MAIL: sarah.fashbaugh@dc.gov

OFFICERS

Chair
Brian Flahaven

Vice-Chair
Ivan Frishberg

Secretary
Philip Peisch

Treasurer
Brian Pate

Parliamentarian
Nichole Opkins

RE: ABRA-082062, We, The Pizza, 305 Pennsylvania Avenue SE, License
Renewal

Dear Ms. Miller:

At its regularly called, properly noticed meeting on April 9, 2013, with a quorum present, Advisory Neighborhood Commission (ANC) 6B voted 8-1 in support of the above-referenced request.

For your review and approval, please find enclosed an Amendment to the Voluntary Agreement, which was executed by both parties.

Please contact ANC 6B's Executive Director Susan Eads Role if you have questions or need further information. Thank you.

Sincerely,



Brian Flahaven
Chair

COMMISSIONERS

SMD 1 *David Garrison*
SMD 2 *Ivan Frishberg*
SMD 3 *Philip Peisch*
SMD 4 *Kirsten O'Brien*
SMD 5 *Brian Pate*
SMD 6 *Nichole Opkins*
SMD 7 *Sara Levaland*
SMD 8 *Chandler Jayaraman*
SMD 9 *Brian Flahaven*
SMD 10 *Francis Campbell*

Enclosure

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

_____)	
In the Matter of:)	
)	
Kookoovaya, Inc.)	
t/a We, The Pizza)	
)	
Application for Renewal of a)	License No. ABRA-082062
Retailer's Class CR License)	Order No. 2011-400
)	
at premises)	
305-307 Pennsylvania Avenue, S.E.)	
Washington, D.C. 20003)	
_____)	

Kookoovaya, Inc., t/a We, The Pizza (Applicant)

Dave Garrison, Chairperson, Advisory Neighborhood Commission (ANC) 6B

BEFORE: Nick Alberti, Interim Chairperson
Donald Brooks, Member
Herman Jones, Member
Calvin Nophlin, Member
Mike Silverstein, Member

ORDER ON VOLUNTARY AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Kookoovaya, Inc., t/a We, The Pizza, has submitted an Application to renew its Retailer's Class CR License located at 305-307 Pennsylvania Avenue, S.E., Washington, D.C., and ANC 6B, have entered into a Voluntary Agreement (Agreement), dated May 26, 2010, that governs 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 and Chairperson Dave Garrison, on behalf of ANC 6B, are signatories to the Agreement.

Kookoovaya, Inc.
t/a We, The Pizza
License No. ABRA-082062
Page 2

Accordingly, it is this 28th day of September 2011, **ORDERED** that:

1. The above-referenced Voluntary Agreement submitted by the Applicant and ANC 6B to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED**, except for the following modification:

Section 9: The following sentence shall be modified to read as follows:
"Applicant shall provide proof of its rat and vermin control contract upon the request of the Board."

2. Copies of this Order shall be sent to the Applicant and ANC 6B.

Kookoovaya, Inc.
t/a We, The Pizza
License No. ABRA-082062
Page 3

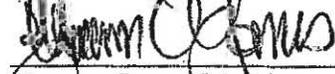
District of Columbia
Alcoholic Beverage Control Board



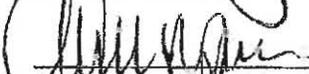
Nick Alberti, Interim Chairperson



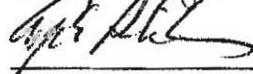
Donald Brooks, Member



Herman Jones, Member



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, 2000 14th Street, N.W., Suite 400S, Washington, DC 20009.

VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT is made on this 26th day of May, 2010 by and between Kookoovaya, Inc., t/a We, The Pizza, Applicant and Advisory Neighborhood Commission 6B, (Collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant's license renewal for premises, 305 and 307 Pennsylvania Ave, 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 Retailers' Class "C" Restaurant Liquor License; and,

WHEREAS, the Parties are desirous of entering into a 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 CR license in accordance with the terms of its license.
3. ***Hours of Operation and Sales.*** The Applicant's hours of operation shall be as follows:

Sunday 11:00am – 5:00pm,
Monday through Thursday 11:00am – 2:00am
Friday and Saturday 11:00am – 3:00am

Sidewalk Café Service

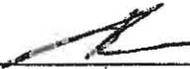
Sunday 11:00am – 5:00pm,
Monday through Saturday 11:00 am – 2:00 am

4. ***Floors Utilized and Occupancy.*** The Applicant will operate the establishment according to the occupancy indicated on the Certificate of Occupancy issued by the Department of Consumer and Regulatory Affairs.

5. **Sidewalk Café.** Applicant will provide sidewalk café seating for no more than 32 patrons consisting of 10 tables and 32 chairs. Applicant agrees that it shall not seek to expand the capacity of the sidewalk café without amendment of this Agreement. Applicant will direct that its employees inspect the sidewalk café on a regular basis to ensure its cleanliness. The sidewalk café must maintain proper spacing (10 feet from the curb and 6 feet from the treebox to allow for adequate pedestrian passage on the sidewalk. The sidewalk café will close each day of the week no later than 2:00 am or 3:00 am, per legal closing time, and there will be no service after 2:00 AM, Sunday through Saturday.
7. **Noise and Privacy.** Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall make architectural improvements to the property and take all necessary actions to ensure that music, noise and vibration from the Establishment are not audible outside the establishment at any time. Applicant agrees to keep its doors and windows closed when music is being played at the establishment. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry or exit doors.
8. **Public Space and Trash.** Applicant shall keep the sidewalk (up to and including the curb), tree box(es), curb, and alley clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed. Applicant shall ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and that no garbage is placed on the abutting property. Applicant will ensure timely disposal that is the least disruptive to the neighbors. Commercial trash pick up in residential areas takes place between 7 a.m.-7 p.m.
9. **Rats and Vermin Control.** The Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract upon the request of the Protestants. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure no garbage and odors are present the following morning.
10. **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 assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; monitoring for and prohibiting sales or use of illegal drugs within or about the Premises, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises.
11. **License Ownership and Compliance with ABRA Regulations.** Applicant promises that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees.

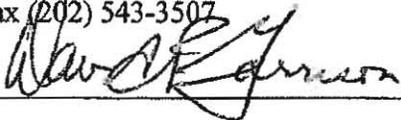
IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.

Applicant: Kookoovaya, Inc.
t/a We, The Pizza
305-307 Pennsylvania Ave, SE
Washington, DC 20003
Harvey Mendelsohn
(202) 543-8222



(Signature)

ANC: Advisory Neighborhood Commission
703 D Street, SE
Washington, DC 20003
Dave Garrison, Chairperson
(202) 543-3344
Fax (202) 543-3507



(Signature)

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

<hr/>)	
In the Matter of:)	
)	
Zack's, Inc.)	
t/a Taverna the Greek Island)	
)	
Application for an)	
Entertainment Endorsement)	License No. 74926
to its Retailer's Class "CR" License)	Order No. 2008-275
at premises)	
305 Pennsylvania Ave., S.E.)	
Washington, D.C.)	
<hr/>)	

Zack's, Inc. t/a Taverna the Greek Island, the Applicant

Julie Olson, Chair, Advisory Neighborhood Commission 6B

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

ORDER ON AMENDED VOLUNTARY AGREEMENT

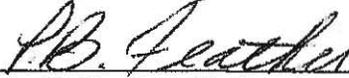
The official records of the Alcoholic Control Board (Board) reflect that the Applicant, Zack's, Inc. t/a Taverna the Greek Island and Julie Olson, Chair, on behalf of Advisory Neighborhood Commission (ANC) 6B (collectively, the Parties) have entered into an Amended Voluntary Agreement (Agreement) dated October 14, 2008 setting forth the terms and conditions by which the Applicant will operate its establishment under the terms of an Entertainment Endorsement. The Applicant seeks an Entertainment Endorsement to its Retailer's Class "CR" license to provide live music, karaoke, dancing and to charge a cover for admission. The Agreement has been reduced to writing and has been properly executed and filed with the Board. Both the Applicant and ANC 6B are signatories to the Agreement.

Zack's, Inc.
t/a Taverna the Greek Island
License No. 74926
Page Two

Accordingly, it is this 12th day of November 2008, **ORDERED** that:

1. The above-referenced Voluntary Agreement is **INCORPORATED** as part of this Order; and
2. The Application of Zack's, Inc. t/a Taverna the Greek Island, 305 Pennsylvania Ave., S.E., Washington, D.C., for an Entertainment Endorsement to its Retailer's Class "CR" License is **APPROVED**;
3. Copies of this Order shall be sent to the Applicant and to ANC 6B.

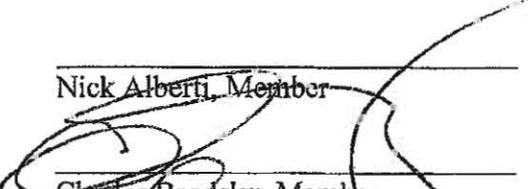
District of Columbia
Alcoholic Beverage Control Board



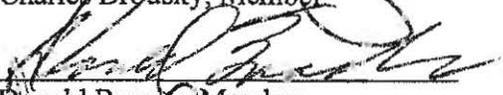
Peter B. Feather, Chairperson

Mital M. Gandhi, Member

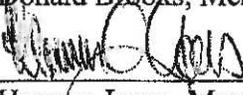
Nick Alberti, Member



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.



GOVT OF THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE
REGULATION ADMINISTRATION

2008 OCT 20 A 11: 28

REC'D BY 

921 Pennsylvania Ave SE
Washington, DC 20003
202.543.3344
FAX 202.543.3507

October 15, 2008

OFFICERS

Chairperson
Julie Olson

Vice Chairperson
Ken Jarboe

Secretary
David Garrison

Treasurer
Carol Green

Parliamentarian
Mary Wright

Maria M. Delaney, Director
Alcoholic Beverage Regulation Administration
941 North Capitol Street, NE, Suite 7200
Washington, DC 20002

**RE: Zack's
License # 74926
Substantial Change & Stipulated License**

COMMISSIONERS

- SMD 1 *David Garrison*
- SMD 2 *Mary Wright*
- SMD 3 *Julie Olson*
- SMD 4 *Kirsten Oldenburg*
- SMD 5 *Kenan Jarboe*
- SMD 6 *Will Hill*
- SMD 7 *Carol Green*
- SMD 8 *Neil Glick*
- SMD 9 *Michael Patterson*
- SMD 10 *Francis Campbell*
- SMD 11 *Vacant*

Dear Ms. Delaney:

At its regularly scheduled and properly noticed meeting on October 14, 2008, ANC 6B voted 8-0 to support the above referenced application for Zack's, located at 305 Pennsylvania Avenue, SE, to make substantial changes to their CR 02 Class liquor license. Additionally, ANC 6B voted unanimously (8-0) to support a stipulated license for Zack's in the interim. The owner has executed an Amended Voluntary (Cooperative) Agreement, which is enclosed for your review and approval.

If you need further information, please do not hesitate to contact me.

Very truly yours,



Julie Olson
Chair, ANC 6B

AMENDED VOLUNTARY (COOPERATIVE) AGREEMENT

THIS VOLUNTARY AGREEMENT ("Agreement") is made on this 14th day of October 2008 by and between Zack's, Inc, t/a Taverna the Greek ("Applicant"), and Advisory Neighborhood Commission 6B, Collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant's application for issuance of a Retailers' Class "CR" license with an entertainment endorsement for premises, 305-307 Pennsylvania Avenue, S.E. 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 Retailers' Class "CR" Liquor License at the subject premises; and,

WHEREAS, the Parties are desirous of entering into a 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 CR license. Piano music will be allowed only in the downstairs dining area on Wednesdays, Thursdays, holidays and special occasions. Live music will be allowed only in the west portion of the upstairs on Fridays and Saturdays, with karaoke permitted on Wednesdays.

Cover charges for the live music will not be allowed no more than twice a month.

Live music will not be extended to the east side portion of the upstairs space. The east side portion of the upstairs will remain a separate room. The applicants will fill in the current windows in the wall between the two upstairs rooms and in install a full size room door between the two portions. Any change from this model 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:

Sunday	11 AM – 5 PM,
Monday – Thursday	11 AM – 2 AM,
Friday and Saturday	11 AM – 3 AM

Entertainment

Monday – Thursday	8 PM – 2 AM,
Friday and Saturday	8 PM – 3 AM

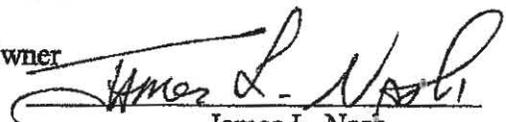
4. **Floors Utilized and Occupancy.** The applicant will adhere to an occupancy limit of the west side upstairs space of 50 persons. Bands will set up in the front of the upstairs areas, with a dance floor not to exceed 12 feet by 12 feet set up in front of the bands.
5. **Sidewalk Café.** Applicant will provide sidewalk café seating for no more than 32 patrons consisting of 10 tables and 32 chairs. Applicant agrees that it shall not seek to expand the capacity of the sidewalk café without amendment of this Agreement. Applicant will direct that its employees inspect the sidewalk café on a regular basis to ensure its cleanliness. The sidewalk café must maintain proper spacing (10 feet from the curb and 6 feet from treebox(s)) to allow for adequate pedestrian passage on the sidewalk. The sidewalk café shall close each day of the week no later than 2 AM or 3 AM, per legal closing time and there will be no service after these hours: Sunday through Saturday, 2:00 AM.
6. **Noise and Privacy.** Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall make architectural improvements to the property and take all necessary actions to ensure that music, noise and vibration from the Establishment are not audible within the adjacent residential properties. Applicant agrees to keep its doors and windows closed when live music is being played at the establishment. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry or exit doors.
7. **Public Space and Trash.** Applicant shall keep the sidewalk (up to and including the curb), tree box(es), curb, and alley clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed. The Applicant agrees to obtain a dumpster to be placed in the rear of the building. Applicant shall ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and so that no garbage is placed on the abutting property. Applicant will ensure timely disposal 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.
8. **Rats and Vermin Control.** The Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract upon the request of the ANC. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there are not garbage and odors present the following morning.

9. **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 assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; monitoring for and prohibiting sales or use of illegal drugs within or about the Premises, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises.
10. **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. Applicant also specifically agrees to be the sole owner of the ABC license.
11. **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,
12. **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:

Zack's
305-307 Pennsylvania Avenue, SE
Washington, DC 20003
Attn: James L. Nash, Co-Owner
(202) 257-1719
Fax (202)


James L. Nash

ANC:

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



Julie Olson

Zack's, Inc.
t/a Taverna the Greek Island
License No. 74926
Page Two

Accordingly, it is this 26th day of June 2008, **ORDERED** that:

1. The above-referenced Voluntary Agreement is **INCORPORATED** as part of this Order; and
2. The Application of Zack's, Inc. t/a Taverna the Greek Island, 305 Pennsylvania Ave., S.E., Washington, D.C., for an Entertainment Endorsement to its Retailer's Class "CR" License is **APPROVED**;
3. Copies of this Order shall be sent to the Applicant and to ANC 6B.

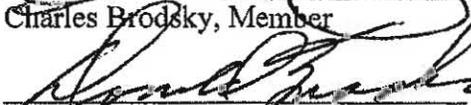
District of Columbia
Alcoholic Beverage Control Board

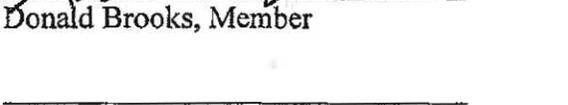

Peter B. Feather, Chairperson

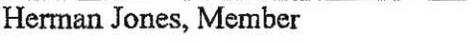

Judy A. Moy, Member


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.

Voluntary (Cooperative) Agreement

Made this 11th day of March, 2008, by and between Zack's, Inc., t/a Zack's (the Applicant), and Advisory Neighborhood Commission 6B, (the ANC, Collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant's application for a Retailers' Class "CR" license for premises, 305-307 Pennsylvania Avenue, SE, Washington, DC, 20003, ABC License # 74926, 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 Retailers' Class "CR" Liquor License at the subject premises;

WHEREAS, the parties wish to state their mutual desire to promote the peace, order and quiet of the neighbors in the immediate area. Both parties recognize the importance of business neighborhoods that are safe, clean and "pedestrian friendly".

NOW, THEREFORE, the parties agree as follows:

1. Piano music will be allowed only in the downstairs dining area on Wednesdays, Thursdays, holidays and special occasions.
2. Live music will be allowed only in the west portion of the upstairs on Fridays and Saturdays, with karaoke permitted on Wednesdays.
3. Cover charges for the live music will not be allowed no more than twice a month.
4. Bands will set up in the front of the upstairs areas, with a dance floor not to exceed 12 feet by 12 feet set up in front of the bands.
5. The applicant will adhere to an occupancy limit of the west side upstairs space of 50 persons.
6. Live music will not be extended to the east side portion of the upstairs space. The east side portion of the upstairs will remain a separate room. The applicants will fill in the current windows in the wall between the two upstairs rooms and in install a full size room door between the two portions.
7. Trash will only be emptied into the rear dumpsters and collected from those dumpsters during the day.
8. The applicant will strictly adhere to §25-725 of the DC Code, prohibiting noise from licensed premises being heard in neighboring residential premises.

9. Applicant will continue to maintain the public space adjacent to the establishment in a clean and litter-free condition by:

- a. Picking up trash, including beverage bottles and cans, on a daily basis; and,
- b. Sweeping the outside of the establishment on a daily basis; and,
- c. Taking due diligence to prevent vermin infestation in and around the establishment, including following the recommendations and guidelines of the Vector Control Division of the Department of Public Works.

In consideration of, and reliance upon, the commitments reflected in paragraphs 1 thru 9 the ANC will not oppose the applicant's pending license application.

The parties further agree that any failure of Applicant to adhere to the foregoing commitment would 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 hereto their hands and seals.

APPLICANT:

ANC 6B:

By: James L. Nash
James L. Nash

By: Julie Olson
Julie Olson, Chair