

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

_____)
In the Matter of:)
)
Big Chair Café, LLC)
t/a Big Chair Coffee)
)
Applicant for a New)
Retailer’s Class CR License) License No. ABRA-084376
) Order No. 2011-021
)
at premises)
2122 Martin Luther King Jr. Avenue, S.E.)
Washington, D.C. 20020)
_____)

Big Chair Café, LLC, t/a Big Chair Coffee (“Applicant”)

Anthony Muhammad, Chairperson, Advisory Neighborhood Commission (“ANC”) 8A

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 COOPERATIVE AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Big Chair Café, LLC, t/a Big Chair Coffee, Applicant for a new Retailer’s Class CR License located at 2122 Martin Luther King Jr. Avenue, S.E., Washington, D.C., and Chairperson Anthony Muhammad, on behalf of ANC 8A, have entered into a Cooperative Agreement (Agreement), dated December 8, 2010, 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 and Chairperson Anthony Muhammad, on behalf of ANC 8A, are signatories to the Agreement.

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t/a Big Chair Coffee
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Accordingly, it is this 26th day of January 2011, **ORDERED** that:

1. The above-referenced Cooperative Agreement submitted by the Applicant and ANC 8A to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modifications:

Section 16 should be modified as follows so that it is consistent with the law: "This agreement may be modified, superseded, or void only upon the written and signed agreement or by the ABC Board."

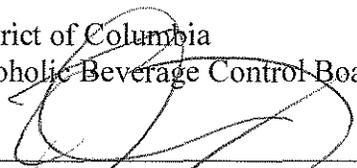
The following sentence in Section 21 (assumed because it is not numbered) should be removed: "Upon a determination that the licensee has violated the Cooperative Agreement, the board shall penalize the Licensee according to the provisions set forth for violations of a license in Chapter S of the D.C. Official Code, Title 25."

The parties have agreed to these modifications.

2. Copies of this Order shall be sent to the Applicant and ANC 8A.

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Alcoholic Beverage Control Board



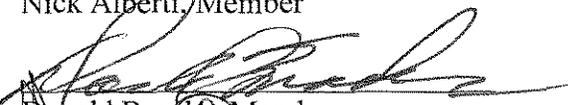
Charles Brodsky, Chairperson



Mital M. Gandhi, Member



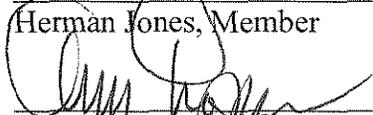
Nick Alberti, Member



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

Cooperative Agreement

between

Advisory Neighborhood Commission 8A (ANC)

and

BIG CHAIR CAFE, BIG CHAIR COFFEE
(Licensee Trading as)

2122 MARTIN LUTHER KING JR. AV. S.E.
(Address)

RETAILER'S CLASS (NEW) C R # 085903
(Retailer's Class & License number)

Whereas, the Licensee has applied to renew an Alcoholic Beverage Control Retailer's Class C license for the business and location named above, and

Whereas, the Licensee and ANC 8A have discussed the concerns of the community and have reached an understanding the relating to the operation of the ABS 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 C 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 under a retailer's license shall take reasonable measure to ensure that immediate environs of the establishment adjacent to the alleys, sidewalks, or other public property immediately adjacent to the establishment, or other property used by the Licensee to conduct its business, are kept litter free, (b) the Licensee under a retailer's license shall comply with the Litter Control Expansion Act of 1987, effective October 9, 1987 (D.C. Law 7-38:23 DCMR 720).
4. The Licensee will keep the inside of the store free of debris and trash.
5. The Licensee BIG CHAIR COFFEE # 085903 post "Parking Limits" signs on their parking lot to deter unwanted guest from parking for long periods of time without patronizing the establishment.

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 CONTROL ADMINISTRATION
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 [Signature]

6. The Licensee will promptly (within 10 days) remove or paint over any graffiti on the exterior walls of property used by the Licensee to conduct business.
7. The Licensee will prohibit loitering in front of the business, will use reasonable efforts to enforce such a prohibition, and will post "No Loitering" signs in a prominent place on the exterior of its establishment.
8. The Licensee will request that everyone that appears to be under the age of 30 to show proper identification when purchasing tobacco.
9. The Licensee will not knowingly sell alcoholic beverages to an intoxicated person.
10. 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 is being made to buy alcohol for that person who has been denied.
11. 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 to conduct business. In addition the Licensee will continuously monitor sidewalks its establishment, attempt to dispatch any persons who are consuming alcohol in the area, and notify the Metropolitan Police Department if those persons fail to disperse.
12. 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 14 days business days to any written complaint that is received from the ANC 8A and further agrees to document its reasonable efforts to respond to such written complaint.
13. 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 and tobacco products in any form.
14. The Licensee agrees to have a copy of this Cooperative Agreement available upon request at the location of the business.
15. In the event any provision of this Cooperative Agreement is deemed to be void, invalid or unenforceable that provisions shall be served from the remainder of this Cooperative Agreement so as not to cause the invalidity or unenforceability of the remainder of this Cooperative Agreement. All remaining provisions of this Cooperative Agreement shall then continue in full force and effect. If any provision shall be deemed invalid to scope or breadth permitted by law.

- 16 This agreement may be modified, superseded or void only upon the written and signed agreement of all parties. Further, the physical destruction or loss of this document shall not be constructed as a modification or termination of the Cooperative Agreement contained herein.
- 17 Each party acknowledges that he/she has had an adequate opportunity to read fully consider the terms of this Cooperative Agreement. The terms and conditions of this entire Cooperative Agreement are agreed and understood by the Licensee and the community of ANC 8A.
- 18 The Licensee is assured that the provisions of this agreement will be offered to other members of the Ward S Business Community (gas stations, deli's, vendors and Liquor Stores).
- 19 The Licensee acknowledges the provisions of this Cooperative Agreement will be fully enforced by the effective date.
- 20 The Licensee will store and refrigerate all beer, wine and other alcoholic beverages on a separate aisle from all other groceries within the establishment.

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 renewal period of the license. Violation of this Cooperative Agreement by the Licensee or the Licensee's failure to implement measures called for in the Cooperatives Agreement shall be considered just cause for the ABC board to initiate a show cause hearing upon evidence that a licensee has violated the Cooperative Agreement. Upon a determination that the licensee has violated the Cooperative Agreement, the board shall penalize the Licensee according to the provisions set forth for violations of a license in Chapter S of the D. C. Official Code, Title 25.

Notwithstanding anything to the contrary herein, Licensee 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 Sections 4, 5, 6, 9, 11, 16, and 17. ANC 8A agree to provide written notice to Licensee and the opportunity to correct same prior to initiating a "show cause" hearing for such violation; provide however that no more than two notice shall be required in any 12 month period and, provide further that no other notice shall be deemed necessary for subsequent willful violations.

AYEHUBIZU YIMENU
Licensee's Name

Ayehubizu Yimenu
Licensee's Signature

DEC. 08/2010
Date

Big chair Cafe
Licensee's Trade Name

ANTHONY MUHAMMAD
ANC 8A Name (Print)

Anthony Muhammad
ANC8A (Signature)

DEC. 08, 2010
Date

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