

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

<b>In the Matter of:</b>	)	
	)	
Justin's Café	)	License Number: 83690
t/a Justin's Cafe	)	ORDER NUMBER: 2010-340
	)	
Application for New Retailer's	)	
Class CR License	)	
at premises	)	
1025 1 <sup>st</sup> Street, S.E.	)	
Washington, D.C. 20003	)	

Justin's Cafe, t/a Justin's Cafe, Applicant

Andy Litsky, Chair, Advisory Neighborhood Commission 6D (ANC 6D)

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

**ORDER ON VOLUNTARY AGREEMENT**

The official records of the Alcoholic Control Board (Board) reflect that Justin's Cafe, t/a Justin's Cafe, Applicant for a new Retailer's Class CR License located at 1025 1<sup>st</sup> Street, S.E., Washington D.C., and Andy Litsky, Chair, ANC 6D (collectively, the "Parties"), have entered into a Voluntary Agreement (Agreement) dated January 11, 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, Chairperson Litsky, Commissioner Siegel, and Coralie Farlee are signatories to the Agreement.

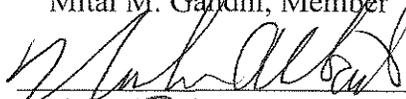
**Justin's Cafe**  
**t/a Justin's Cafe**  
**License No: 83690**  
**Page 2**

Accordingly, it is this 12<sup>th</sup> day of May 2010, **ORDERED** that:

1. The Application filed by Justin's Café, t/a Justin's Cafe, for a new Retailer's Class CR license located at 1025 1<sup>st</sup> Street, S.E., Washington D.C., is **GRANTED**;
2. This above-referenced Voluntary Agreement submitted by the Parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
3. Copies of this Order shall be sent to the Applicant and ANC 6D.

District of Columbia  
Alcoholic Beverage Control Board

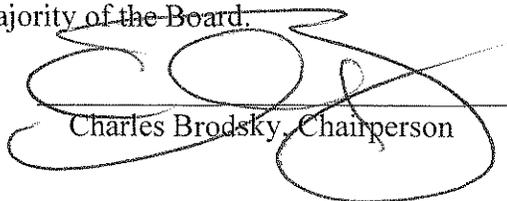
\_\_\_\_\_  
Mital M. Gandhi, Member

  
\_\_\_\_\_  
Nick Alberti, Member

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

  
\_\_\_\_\_  
Herman Jones, Member

I dissent from the position taken by the majority of the Board.

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

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., 3<sup>rd</sup> Floor, Washington, D.C. 20009.

ABRA

DEPARTMENT OF COLUMBIA  
ALCOHOLIC BEVERAGE  
REGULATORY ADMINISTRATION



2010 JAN 12 P 2:09  
PO Box 71156 • Washington, DC 20024-9998  
ANC Office: 202 554-1795 ■ FAX: 202 554-1774  
office@anc6d.org

**VOLUNTARY AGREEMENT**

THIS VOLUNTARY AGREEMENT ("Agreement") is made on this 11<sup>th</sup> day of January 2010 by and between Justin's Cafe t/a Justin's Cafe ("Applicant"), and Advisory Neighborhood Commission 6D ("Protestant"), (collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant has applied for a License Class CR for a restaurant business establishment ("Establishment") located at 1025 First Street, S.E., Unit 105, Washington, D.C. ("Premises");

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board ("ABC Board") approve the Applicant's license application conditioned upon the Applicant's compliance with the terms of this written Agreement; 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 minimize the effect on (i) the peace, order and quiet of the neighborhood and (ii) pedestrian safety and vehicular traffic, and to eliminate the need for a Protest Hearing regarding the license application.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, 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 an Establishment with an emphasis on food, with separate restaurant area and bar area. There will be no sidewalk café or rooftop garden as noted below. There will be no live music. 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 11:30 a.m. to 10:00 p.m.,  
Monday through Thursday 11:30 a.m. to 1:00 a.m.,  
Friday and Saturday 11:30 a.m. to 2:00 a.m.

**Restaurant hours will be:**

Sunday, 11:30 a.m. to 10:00 p.m.  
Monday through Thursday, 11:30 a.m. to 11:00 p.m.  
Friday and Saturday, 11:30 a.m. to 12 midnight

The Applicant's hours for selling and serving alcohol shall be as follows:

Sunday 11:30 a.m. to 10:00 p.m.  
Monday through Thursday 11:30 a.m. to 1:00 a.m.  
Friday and Saturday 11:30 a.m. to 2:00 a.m.

4. **Floors Utilized and Occupancy.** The Applicant will operate its establishment consisting of 1400 square feet on the first floor of the building. The restaurant area of the Establishment will have no more than 24 seats; in the bar area, there will be 9 bar stools and additional standing occupancy of 12, with the maximum occupancy of the Establishment not exceeding 61 patrons.

5. **Parking/Valet Arrangements.** It is a concern of the Protestants that the Applicant's operation of the Establishment does not create or exacerbate parking problems within the ANC boundaries. There is street parking available adjacent to this Establishment.

6. **Sidewalk Café, rooftop garden.** Applicant will have neither sidewalk café or rooftop garden.

7. **Noise and Privacy.** Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall make reasonable appropriate architectural improvements to the property and take all reasonable necessary actions to preclude that music, noise and vibration from the Establishment are audible within the adjacent residential properties. 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 from the Establishment are promptly removed. The Applicant will share a dumpster with the Velocity condominium building of which this Establishment is a rental unit. The Velocity condominium

association is responsible for maintenance of the dumpster and surrounding area.

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 that there are not garbage and odors present the following morning.
10. ***Security Cooperation in Stemming Illegal Drugs and Public Drinking.*** Protestants are concerned that the capacity sought by the Applicant for the Premises may pose security and crime issues. 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. This will include ensuring that any individuals who are simply loitering are asked to move along. The Applicant will become familiar with MPD's "Barring Notice" used for shoplifters, disorderly people, loiterers, panhandlers, and or intoxicated persons who need to be barred from the premises as the applicable law requires and shall utilize such barring notice procedures as needed. The Applicant will install and properly maintain at least one surveillance camera inside of the property used by the Applicant to conduct business. The camera shall record continuously and retain the information for 30 days. The Applicant will contact the MPD and report and log any and all unlawful activity conducted inside or observed outside of the property used by The Applicant for business. This shall include detailing the complaint to the police in a securely banded binder notebook that is located on the premises. This log will include the name of the person in the Establishment who made the call to MPD and how the incident was resolved. The bindered notebook will be accessible to MPD and the ANC. The Applicant will not knowingly sell alcoholic beverages to an intoxicated person. The Applicant 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.
11. ***License Ownership and Compliance with ABRA Regulations.*** Applicant promises to Protestants 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, and agrees that Protestants shall have standing to ask the ABC Board to enforce any violations of the agreement. Applicant also specifically agrees to be the sole owner of the ABC license.
12. ***Participation in the Community.*** Applicant agrees to seek to maintain open communication with the Protestants, and the community for which the ANC acts. To this end, Applicant shall at least quarterly be represented at ANC public meetings, which

currently occur on the second Monday of each month at 7:00 p.m. at St. Augustine's Episcopal Church, 6<sup>th</sup> and M Streets, S.W. Washington, D.C. 20024 (there is no meeting in August, and the October meeting is on the third Monday). 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. Applicant shall make job announcements in public areas of ANC6D and attempt to give tie-breaking consideration to residents of ANC6D, especially SMD 07.

- 13 **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:

If to Applicant: Justin's Cafe  
1025 First Street, S. E.  
Washington, DC 20003  
Attn: Justin Ross  
(301) 538-3540

If to Protestants: Advisory Neighborhood Commission 6D  
P.O.Box 71156  
Washington, DC 20024  
Attn: Chair  
(202) 554-1795  
Fax (202) 554-1774

Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

14. **Protest.** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, Protestants shall not Protest the application.

PROTESTANT:	APPLICANT:
ABC Committee, ANC6D By: <u>Coralie Farlee</u> <u>1/11/10</u> Coralie Farlee, Chair Date	Justin's Café By: <u>Justin Ross</u> <u>1/11/10</u> Justin Ross Date
ANC6D By: <u>Robert Michael Siegel</u> <u>1/11/2010</u> Robert Siegel, Date Commissioner, ANC6D07	
By: <u>Andy Litsky</u> <u>1/11/2010</u> Andy Litsky, Chair Date	

DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE  
REGULATION ADMINISTRATION

January 12, 2010

2010 JAN 12 P 2:09

Mr. Charles Brodsky, Acting Chair  
Alcoholic Beverage Regulatory Administration  
1250 U Street, NW, 3<sup>rd</sup> floor  
Washington, D. C. 2000

REC'D BY                     CMB                    

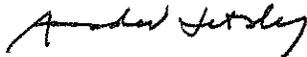
**Re: Stipulated License for the Justin's Café a CR license and New Liquor License, located at  
1025 First Street, SE, Unit 105**

Dear Mr. Chairman:

At its regularly scheduled business meeting on January 11, 2010, at which a quorum was present (a quorum being four of seven Commissioners), ANC-6D voted 6 to 1 to support the above application for a stipulated license to operate CR Restaurant located at 1025 First Street, SE, Unit 105. Additionally the Commission voted 6 to 1 to support the issuance of a New CR license.

The ANC has negotiated a strong Voluntary Agreement with the Justin's Cafe (copy attached) which includes, as well as adherence to ABRA regulations, strict stipulations on the hours of operation, means of identifying the age of guests, ANC and specific language provided by MPD relating to public safety.

Sincerely,



Andy Litsky  
Chairman, ANC-6D