

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

In the Matter of:)	
)	
Bistro Cacao, Inc.,)	License Number: 82758
t/a Bistro Cacao)	ORDER NUMBER: 2009-237
)	
New Application for Retailer's)	
Class CR License)	
at premises)	
320 Massachusetts Avenue, N.E.)	
Washington, D.C. 20002)	

Bistro Cacao, Inc., t/a Bistro Cacao, Applicant

Karen Wirt, Chair, Advisory Neighborhood Commission (ANC) 6C

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

ORDER ON VOLUNTARY AGREEMENT

The official records of the Alcoholic Control Board (the "Board") reflect that Bistro Cacao, Inc., t/a Bistro Cacao ("Applicant"), filed an Application for a New Retailer's Class CR License located at 320 Massachusetts Avenue, N.E., Washington D.C. The Applicant and Karen Wirt, Chair, ANC 6C (the "Parties"), have entered into a Voluntary Agreement (Agreement) dated September 17, 2009, setting forth the terms and conditions that govern the operation of the Applicant's establishment under a stipulated license.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson Wirt are signatories to the Agreement.

Accordingly, it is this 23rd day of September 2009, **ORDERED** that:

1. The Application filed by Bistro Cacao, Inc., t/a Bistro Cacao, for a new Retailer's Class CR license located at 320 Massachusetts Avenue, N.E., Washington, D.C., is **GRANTED as a STIPULATED LICENSE**,

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. Once the Roll Call Hearing date of October 19, 2009, has passed with no opposition to this Application, this Voluntary Agreement shall be adopted and incorporated into the operation of this establishment under a permanent license.

4. Copies of this Order shall be sent to the Applicant and ANC 6C.

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


Herman Jones, Member

VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT, made and entered into this 17 day of September, 2009 by and between Bistro Cacao, Inc ("Applicant") and Advisory Neighborhood Commission 6C ("ANC 6C"), (collectively, the "Parties").

RECITALS

WHEREAS, the Applicant, has filed an application for a new Retailer's License Class CR with an outdoor sidewalk café seating area;

WHEREAS, ANC 6C has, on behalf of various potentially affected residents of the area, raised concerns about the Applicant's intended operations;

WHEREAS, the Parties desire to enter into a Voluntary Agreement containing certain restrictions on Applicant's operation such as to address the concerns raised by ANC 6C;

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, receipt and sufficiency are hereby acknowledged, the Parties agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Nature of the Business. Applicant will manage and operate a French Bistro style restaurant with an emphasis on food and without entertainment or dancing. Any change from this model shall be considered to be a substantial change in operation of great concern to residents and requires prior approval by the ABC Board.
3. Hours of Operation. Applicant shall close its doors to new patrons, and not seat patrons in its sidewalk café area, after 11:00 p.m., Sunday through Thursday, and after midnight (12:00a.m.), Friday and Saturday. Applicant shall clear the sidewalk café area and clear the interior portion of the establishment of patrons by midnight (12:00 a.m.), Sunday through Thursday, and by 1:00 a.m. Friday and Saturday (Saturday and Sunday mornings). The parties acknowledge that the hours of operation listed on the alcoholic beverage license shall be until midnight, Sunday through Thursday, and until 1:00 a.m. Friday and Saturday, but that such designation on the license shall not relieve Applicant of its obligation not to admit new patrons to the establishment or seat them in the outdoor area of the establishment as required by this section.
4. Deliveries. Applicant agrees that it shall not accept deliveries in the premises before 7:00 a.m.

5. Public Space and Trash. Applicant shall keep the sidewalk (up to and including the curb), tree box(es), 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.

6. 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 ANC 6C. 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.

7. Participation in the Community. Applicant agrees to maintain open communication with ANC 6C, and the community for which the ANC acts. To this end, 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,

8. Notice. Any notices required to be made under this Agreement shall be in writing and mailed by Certified Mail, return receipt requested, postage prepaid, to the Parties to this Agreement. Notice is deemed to be received upon mailing.

If to ANC:

ANC 6C
P.O. Box 77876
Washington, DC 20013-7787

If to Applicant:

Bistro Cacao, Inc.
320 Massachusetts Avenue, NE
Washington, DC 20002

With a copy to:
Andrew J. Kline, Esquire
1225 Nineteenth Street, NW Suite 320
Washington, DC 20036

The parties may change the notice address listed above by written notice to the others. Failure to give notice shall not constitute waiver or acquiescence to the violation.

9. Conditions of Liquor License. It is understood that the provisions of this Voluntary Agreement shall become a condition of the license. Failure of the Applicant to correct any violations of the conditions of the license within thirty (30) days of written notice of the violation, repeated violation, shall be grounds to request the board to bring a Show Cause action against the Applicant.

10. Modification. This Agreement may only be modified by the mutual agreement of the signatories hereto, or as otherwise provided by the Alcoholic Beverage Control statute.

11. No Opposition to License. ANC 6C agrees to the issuance of the License and shall not protest the application provided that this Voluntary Agreement is incorporated into the Board's order approving issuance of the license. In addition, ANC 6C agrees to and supports the issuance to Applicant of a Stipulated License

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

SIGNATURES:

ANC 6C

By: Karen J. Wirt

Print Name/Title: KAREN J WIRT, CC CHAIR

Date Signed: 9-17-09

BISTRO CACAO, INC.

By: [Signature]

Print Name/Title: Harun R Belukbasi / President

Date Signed: 09.16.2009