

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

**In the Matter of:**

Pasha International, Inc.	)	
t/a Pasha Bistro	)	
New Application for a Retailer's	)	
Class DR License –	)	Case no.: 60908-05/052P
at premises	)	Order no.: 2005-179
1523 17 <sup>th</sup> Street, N.W.	)	
Washington, D.C.	)	

Pasha International, Inc., Applicant

Darren A. Bowie, Chairperson, on behalf of Advisory Neighborhood Commission 2B,  
Bill Glew, President, on behalf of the Dupont Circle Citizens Association, and Alexis  
Rieffel and David Mallof, on behalf of a group of five (5) or more individuals,  
Protestants

**BEFORE:** Charles A. Burger, Chairperson  
Vera M. Abbott, Member  
Judy A. Moy, Member  
Audrey E. Thompson, Member  
Peter B. Feather, Member  
Albert G. Lauber, Member  
Eartha Isaac, Member

**ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST**

The application for a new Retailer's Class "DR" License, came before the Board on September 7, 2005, in accordance with D.C. Official Code § 25-601 (2001). Darren A. Bowie, Chairperson, on behalf of Advisory Neighborhood Commission ("ANC") 2B, Bill Glew, President, on behalf of the Dupont Circle Citizens Association ("DCCA"), and Alexis Rieffel and David Mallof, on behalf of a group of five (5) or more individuals, filed timely opposition by letters dated July 29, 2005, August 9, 2005, and August 2, 2005, respectively.

The official records of the Board reflect that the parties have reached two (2) separate agreements, dated September 5, 2005 and September 6, 2005, that have been reduced to writing and have been properly executed and filed with the Board. The Board notes that at the written request of Darren A. Bowie, Chairperson, on behalf of ANC 2B, and Bill Glew, President, on behalf of DCCA, both ANC 2B and DCCA subsequently decided to become parties to the September 5, 2005 agreement between Alexis Rieffel

**Pasha International, Inc.**  
**t/a Pasha Bistro**  
**Case no. 60908-05/052P**  
**Page two**

and David Mallof, on behalf of a group of five (5) or more individuals, and the Applicant; thereby withdrawing the September 6, 2005 agreement between ANC 2B, DCCA, and the Applicant. Pursuant to the agreement, dated September 5, 2005, the Protestants have agreed to withdraw their protests, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

Accordingly, it is this 14<sup>th</sup> day of September 2005, **ORDERED** that:


1. The protests of Darren A. Bowie, Chairperson, on behalf of ANC 2B, Bill Glew, President, on behalf of DCCA, and Alexis Rieffel and David Mallof, on behalf of a group of five (5) or more individuals, are **WITHDRAWN**;
2. The application of Pasha International, Inc., t/a Pasha Bistro, for a new Retailer's Class "DR" License at 1523 17<sup>th</sup> Street, N.W., Washington, D.C., is **GRANTED**;
3. The above-referenced agreement, is **INCORPORATED** as part of this Order;  
and
4. Copies of this Order shall be sent to the Protestants and the Applicant.

Pasha International, Inc.  
t/a Pasha Bistro  
Case no. 60908-05/052P  
Page three

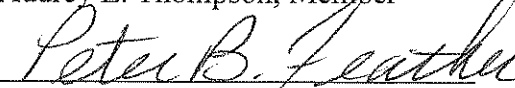
District of Columbia  
Alcoholic Beverage Control Board

\_\_\_\_\_  
Charles A. Burger, Chairperson

  
\_\_\_\_\_  
Vera M. Abbott, Member

  
\_\_\_\_\_  
Judy A. Moy, Member

\_\_\_\_\_  
Audrey E. Thompson, Member

  
\_\_\_\_\_  
Peter B. Feather, Member

\_\_\_\_\_  
Albert G. Lauber, Member

\_\_\_\_\_  
Eartha Isaac, 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.

FOR SETTLEMENT PURPOSES ONLY

## COOPERATIVE AGREEMENT

THIS AGREEMENT made and entered into this 5<sup>th</sup> day of SEPTEMBER, 2005, by and between Pasha International, Inc., trading as Pasha Bistro (hereinafter the "Applicant"), and the Alexis Rieffel, Paul Riley, Shira Keyes, David Mallof, Ralph Johanson, Christine Smith, Frank Hornstein, Gerald Schwinn and Phil Carney (hereinafter the "Protestants"),

WHEREAS, the Applicant has filed application license number 72743, Case No. 60908-0/0529 with the DC Alcoholic Beverage Regulation Administration (hereinafter the "Board") for premises known as Pasha Bistro located at 1523 17<sup>th</sup> Street, NW, in Washington, DC.

WHEREAS, the Applicant, the Protestants mutually agree to the following stipulations being added to its license.

WHEREAS, in recognition of the Board's policy of encouraging parties to settle their differences by reaching cooperative agreements, the Parties hereto desire to enter into a cooperative agreement whereby (1) Applicant will agree to adopt certain measures to address the protestants concerns and to include this agreement as a formal condition of its application, and (2) Protestants will agree to the issuance of the DR license *provided* that such agreement is incorporated into the Board's order GRANTING the license, which order is thereby conditioned upon compliance with such agreement.

WHEREAS, the Applicant has recently taken or intends to take certain measures designed to address the conditions set forth in this agreement.

NOW THEREFORE, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:

1. Trash/garbage/rodents. Applicant shall maintain regular trash removal service; regularly remove trash from the trash area, and see that the trash area remains clean. Applicant shall deposit trash, grease and garbage only in rodent-proof trash containers, and shall see that container covers fit properly and remain fully closed and secured except when trash, grease, or garbage is being added or removed. Applicant shall hose down the alley behind its business within 2 hours of opening daily weather permitting. Applicant shall comply with the DC sanitation regulations regarding the use of a watering hose.
  - a. Applicant shall make every effort to dispose of solid food and grease properly. Applicant will provide for the proper removal of grease and fatty oils from the establishment according to District of Columbia law and regulations. Applicant shall take appropriate steps, such as using garbage disposal bags for any food waste.
  - b. Applicant shall keep waste containers clean by washing it out weekly, temperature permitting. The trash containers shall be inspected for leakage and maintained in

sound operating condition to avoid liquid garbage/grease from leaking onto the alley and street.

- c. Applicant shall ensure trash containers are not overfilled to the degree that lids cannot be properly and completely closed. Applicant shall maintain at least 5-day a week pick up for trash. Applicant shall request its trash removal service to take appropriate steps so that liquid garbage/grease does not leak on the alley.
- d. Applicant shall keep the alley and street free of garbage/grease caused by its operations and make reasonable efforts for any needed clean-up promptly.
- e. Applicant agrees to participate in a cooperative waste management program to consolidate food waste and grease of several businesses unless the costs are greater than ten percent (10%) of what it is paying at the time for its contract and that such a program is in compliance with DC laws and regulations.

2. Public space usage provisions. Applicant shall assist in the cleaning of the alleyway and the public space in front of the establishment to 18 inches outward from the curb (including when weather permits the use of a watering hose) to keep free of debris and to remove snow and ice from the sidewalk and comply with all applicable District of Columbia laws and regulations. Applicant shall make reasonable efforts to prevent or disperse loitering in front of the premises during business hours and at closing.

3. Capacity. Applicant's capacity for the interior of the establishment shall be no more than 30. Applicant shall have seating for no more than 28 in its sidewalk café.

4. Interior Hours of Alcoholic Beverage Service. Applicant shall serve alcoholic beverages only until:

- a. Monday through Friday 12:30 AM
- b. Saturday and Sunday 1:30 AM

5. Outdoor Sidewalk Café hours of service. Applicant may serve food and alcoholic beverages only until:

- a. Sunday through Thursday: 11:00pm
- b. Friday & Saturday Midnight
- c. No food or beverage orders will be taken less than 30 minutes before the above sidewalk café closing times. Patrons will be given an oral notice, "last call," sometime prior to 30 minutes before the closing times. Patrons will be requested to depart the sidewalk café promptly at café closing time, or be requested to move inside the restaurant for further service.

d. Applicant shall close the doors to the café by 10:00 pm Sunday through Thursday and by midnight Friday and Saturday.

6. Consideration of the Neighborhood. Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage those using and/or leaving the establishment to keep conversations/noise down at all times, especially after 9 PM.
7. Noise. Applicant acknowledges familiarity with and will comply with noise-control provisions of District of Columbia law and regulations, including preventing emissions of sound, capable of being heard outside the premises by any musical instrument or amplification device or other device or source of sound or noise, in accordance with DCMR 905. No music, live or taped, shall be heard or played in the outdoor cafe.
8. Modification. This agreement can be modified according to the procedures set forth in the ABRA regulations.
9. Regulations. In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations.
10. Withdrawal of Protest. Protestants agree to the issuance of the license and the withdrawal of their protests provided that the present Agreement is incorporated into the Board's order, which order is thereby conditioned upon compliance with such Agreement.
11. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which when taken together, constitute one and the same document. That signature to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.
12. Severability. In the event that any part of this Agreement is found to be invalid, unenforceable or not binding, the remaining portions shall remain in full force and effect and be fully binding on the Parties.

APPLICANT:  
Pasha International, Inc.

Abdulrhman S. Gbure  
\_\_\_\_\_  
Title: President  
Date: 9/7/05

INDIVIDUAL PROTESTANTS:

Alexis Riefel  
\_\_\_\_\_  
Alexis Riefel 1709 Q Street NW 20009  
Date: 5 September 05

Paul Riley 1734 P Street NW 20036

Date: Paul J. Riley

Shira Keyes 1514 17<sup>th</sup> Street 20036

Date: 9/16/05

David Malloff 1711 Q Street NW 20009

Date: 9/16/05

Ralph Johanson 1730 Q Street NW 20036

Date: 9/5/05

For Christine Smith 1514 17<sup>th</sup> Street NW 20036  
Date: \_\_\_\_\_

- See Fax ATTACHED -

Frank Hornstein 1700 17<sup>th</sup> Street NW 20009

Date: \_\_\_\_\_

Gerald Schwinn 1743 Church Street NW 20036


Date: 5 September 2005

Phil Carney 1514 17<sup>th</sup> Street NW 20036

Date: 9/5/05

Christine Smith 1514 17<sup>th</sup> Street NW  
20036

Date:



Frank Hornstein 1700 17<sup>th</sup> Street  
NW 20009

Date: 9-4-05

Gerald Schwinn 1743 Church Street  
NW 20036

Date:

Phil Carney 1514 17<sup>th</sup> Street NW  
20036

Date: