

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

In the Matter of:)
)
Gabe's Liquors, Inc.,)
t/a Brothers Liquors)
)
Renewal Application for Retailer's)
Class A License) License No. 74599
) Order No. 2009-202
at premises)
1140 Florida Avenue, N.E.)
Washington, D.C. 20002)
_____)

Gabe's Liquors, Inc., t/a Brothers Liquors, Applicant

William Shelton, Chair, Advisory Neighborhood Commission (ANC) 5B, Protestant

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 AND WITHDRAWAL OF PROTEST

The official records of the Alcoholic Control Board (Board) reflect that Gabe's Liquors, Inc., t/a Brothers Liquors, Applicant for Renewal of a Retailer's Class A license located at 1140 Florida Avenue, N.E., Washington D.C., and ANC 5B, (the Parties) have entered into a Voluntary Agreement (Agreement) dated July 8, 2009, setting forth the terms and conditions that govern the operation of the Applicant's establishment. This Agreement constitutes a withdrawal of the Protest of this Application.

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

Gabe's Liquors, Inc.
t/a Brothers Liquors
License No. 74599
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Accordingly, it is this 29th day of July 2009, **ORDERED** that:

1. The Application filed by Gabe's Liquors, Inc., t/a Brothers Liquors for a Retailer's Class A license located at 1140 Florida Avenue, N.E., Washington, D.C., is **GRANTED**,

2. The Protest in this matter is hereby **WITHDRAWN**,

3. 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

4. Copies of this Order shall be sent to the Applicant and ANC 5B.

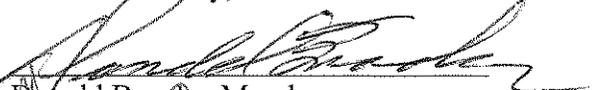
District of Columbia
Alcoholic Beverage Control Board


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.

Cooperative Agreement

DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE
REGULATION ADMINISTRATION

ADVISORY NEIGHBORHOOD COMMISSION 5B

2009 JUL 22 P 3:36

AND

GABE'S LIQUORS, INC.

REC'D BY _____

TRADING AS BROTHERS LIQUORS

This Cooperative Agreement ("Agreement") made this 8 day of July, 2009, by and between Gabe's Liquors, Inc. trading as Brothers Liquors ("Applicant"), and Advisory Neighborhood Commission 5B ("Protestant");

Preamble

Through this Agreement, both parties aim to create an environment whereby the Applicant may operate as a viable contributing business to the ANC 5B community, while concurrently curtailing any adverse effect a business such as the Applicant's could have on the surrounding neighborhood. This Agreement applies to Class A liquor licenses that permit retail sale of beer, wine, and spirits for off premises consumption and Class B liquor licenses that permit retail sale of beer and wine for off premises consumption.

The Applicant agrees to work regularly with the ANC 5B, neighborhood associations, and residents to ensure the business operations do not adversely affect the surrounding neighborhood. All parties to this Agreement believe the statements and provisions contained herein are reasonable and must be wholly integrated into the day-to-day operation of the business establishment.

Witnessed

Whereas, Applicant's premises is within the boundaries of ANC 5B; and

Whereas, Applicant has filed for renewal of its Retailer's Class A Liquor License Number 74599 for premises located at 1140 Florida Avenue, NE, Washington, DC 20002; and

Whereas, Protestant has protested the renewal of the Applicant's license; and

Whereas, the parties have agreed to enter into this Agreement and request that the Alcohol Beverage Control Board approve the Applicant's Retailer's Class A Renewal Liquor License at the subject premises conditioned upon the Applicant's compliance with the terms of this written Agreement; and

Whereas, the parties wish to state their mutual intention and commitment to promote the success, peace, order, and quiet of the community; both parties recognize the importance of commercial districts (and limited commercial operations within the residential districts) and their adjacent neighborhoods such that they are safe, and clean.

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) Compliance with Law

- A) In addition to the requirements of this agreement, Applicant will operate in compliance with all applicable laws and regulations.
- B) Applicant agrees to abide by all ABRA regulations regarding the ownership and transfer of the license.

3) Hours of Operation for Sales of Alcohol

- A) Applicant shall not sell alcohol before or after ABC regulated hours and specifically shall restrict the sale of alcohol to the following hours:
 - 1) For Class A License holders:
 - (a) 9:00 am - 10:00 pm Monday – Friday
 - (b) 9:00 am – 10:00 pm Saturday

4) Alcohol Abuse Prevention

- A) Applicant shall not, directly or indirectly, sell or deliver alcohol to any intoxicated person, to any person of intemperate habits, to any person who appears to be intoxicated. A person of intemperate habits shall be defined as any person arrested or cited for alcohol-related offenses by the Metropolitan Police Department for any alcohol-related crime three times or more in any one year and who has been so identified by the Metropolitan Police Department by giving a photo and name to the licensee.
- B) Applicant shall not sell or deliver alcoholic beverages to any person under the age of 21 years old, and will prominently display the fact that such sales are prohibited and that patrons must produce valid proof of age. These specific sale restrictions shall be posted on signs in the establishment.
- C) Applicant shall post a notice kept in good repair and visible from any point of entry a sign, which states:
 - 1) The minimum age requirement for purchase of alcohol

- 2) The obligation of the patron to produce a valid identification document in order to purchase alcohol
- 3) The obligation of patrons over the legal age to purchase alcohol to not provide purchased alcohol to those under the legal age to purchase alcohol

5) Limitations on Sale of Non-Alcohol Retail Items

- A) Applicant shall not sell, give, offer, expose for sale, or deliver “go-cups” defined as “a drinking utensil provided at no charge or a nominal charge to a customer for the purpose of consuming alcoholic beverages off the premises of an establishment,” per D.C. Code §25-101(23)(2009). Applicant may sell disposable cups to customers provided such cups are pre-packaged and contain no less than 6 cups.
- B) Applicant shall only sell or provide ice to customers in pre-packaged forms.
- C) Applicant agrees not to sell, give, offer, expose for sale, or deliver products associated with illegal drug activity. These items are defined as “pipes, needles, mini-scales, non-prepackaged steel wool, small bags,” or any other item or product which may be regarded as drug paraphernalia as set forth in the DC Code §48-1101, et seq. (2009).

6) Loitering and Other Criminal Activity

- A) Applicant shall make every effort to prohibit and prevent loitering and criminal activity on or within the immediate environs of the premises, including:
 - 1) Asking loiterer(s) to move on whenever they are observed outside the establishment or upon a patron’s complaint of such loiters;
 - 2) Calling the Metropolitan Police Department if illegal activity is observed;
 - 3) Keeping a written record of dates and dates and time (i.e. a log) when the Metropolitan Police Department has been called for assistance. Applicant’s log upon reasonable request made by the ANC 5B Commissioner shall be provided to the Advisory Neighborhood Commission 5B for inspection at the Premises.
 - 4) Licensee agrees to the following security plan:
 1. Discouraging loitering
 2. Discouraging panhandling
 3. Call MPD if observe criminal activity
 4. Maintain incident log
- B) Applicant agrees to post signs, kept in good repair, in highly visible locations that are required by ABRA.

7) Cleanliness and Conditions of Premises and Immediate Environs:

- A) Applicant shall continue to maintain the establishment and premises in a commercially reasonable condition including those conditions set forth below. Applicant agrees that a commercially reasonable condition includes that which is consistent with a vision towards continued enhancement and improvement of the neighborhood and the commercial operations within the ANC 5B community. No unsightly condition shall be permitted to exist in public view
- B) Applicant will maintain the immediate environs of the establishment. "Immediate environs" as required by the regulations as including "all property on which the premises are located; all property used by the licensee to conduct its business, whether part of the premises or not, including parking lots and the portion of alleys, sidewalks, or other public property immediately adjacent to the premises or adjacent to the property used by the licensee to conduct its business."
- C) Applicant shall continue to clean any sidewalks to the front and side of the establishment up to and including the curb, and any alleyway behind or to the side of the establishment on a regular basis.
- D) Applicant shall continue to maintain trash, garbage, and recycling material storage facilities in which all containers have lids that are kept securely closed at all times, which containers shall be sufficient to contain all trash, garbage, and recycled materials generated by the establishment, and to assure that the trash, garbage, and recycled materials are removed regularly.
- E) Applicant shall exercise due diligence to prevent and/or rid vermin infestation in and around said establishment, including following, minimally, the recommendations and guidelines of the Vector Control Division of the Department of Public Works.
- F) Applicant shall remove snow and/or ice from sidewalks fronting (including sidewalks on the other side of buildings that occupy corner lots) within time limits set by the District of Columbia for such snow and / ice removal.
- G) Applicant shall continue to remove graffiti written on the exterior walls of the property or on any items belonging to establishment (e.g. dumpster) within thirty days of the first appearance of said graffiti.

8) Renovation and Signage at Premises

- A) Applicant shall not install signage on the front windows so as to obstruct visibility into the establishment, but may keep existing signage.
- B) Applicant agrees that any and all signage displayed or posted on the exterior walls of the establishment will be kept in good repair and professional in appearance.

9) Limitations on Advertising

- A) Applicant agrees not to display signage for alcohol that will obstruct the view inside of the store. See also Paragraph 8(B) of this Agreement.

10) Cooperation with Community and ANC 5B

- A) Applicant agrees to attend ANC 5B06 meetings and Police Service Area meetings if held to the best of their ability.

11) Enforcement and Notices

- A) In the event of alleged violations of the provisions of this Agreement, ANC 5B shall notify the Applicant in writing alleging such violation and give the Applicant an opportunity to cure such violation or respond to said alleged notice of violation within thirty days from the receipt of said notice of violation unless there are extenuating circumstances.
- B) Applicant and Protestant agree to enter into this Agreement. If Applicant should breach the conditions of this Agreement, it is understood by all parties that ANC 5B may immediately petition the ABC Board for a “show cause” hearing pursuant to 23 D.C.M.R. §1604 et seq. (2008).
- C) Any notices required to be made under this Agreement shall be in writing and mailed by certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement.
- D) This Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant and will continue in force for any and all subsequent license holders at the subject location.

12) Counterparts

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

APPLICANT: Gabe's Liquors, Inc.
trading as Brothers Liquor

By: Gabriel A. Moriba
Print Name:

Its:
1140 Florida Avenue, NE
Washington, DC 20002

Date: 07. 08. 09

WITNESS:



Date: 7/22/09

PROTESTANT:

By: 

William C. Shelton, Chairperson
Advisory Neighborhood Commission 5B
2100 New York Avenue, NE
Washington, DC

Date: 7/19/09