

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

In the Matter of:

7 River, LLC
t/a 7 River Mart

Applicant for a New
Retailer's Class A License

at premises
250 11th Street, N.E.
Washington, D.C. 20002

Case No. 12-PRO-00071
License No. ABRA-089591
Order No. 2012-361

7 River, LLC, t/a 7 River Mart (Applicant)

David Holmes, Chairperson, Advisory Neighborhood Commission (ANC) 6A

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Calvin Nophlin, Member
Mike Silverstein, Member

**ORDER ON VOLUNTARY AGREEMENT AND
WITHDRAWAL OF PROTEST OF ANC 6A**

The Application filed by 7 River, LLC, t/a 7 River Mart, for a new Retailer's Class A License, was protested; however, a Roll Call Hearing scheduled for August 20, 2012, was not held, because the Parties submitted a Voluntary Agreement before the hearing.

The official records of the Board reflect that the Applicant and ANC 6A, have entered into a Voluntary Agreement (Agreement), dated July 27, 2012, that governs 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 David Holmes, on behalf of ANC 6A, are signatories to the Agreement.

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This Agreement constitutes a withdrawal of the Protest filed by ANC 6A.

Accordingly, it is this 19th day of September, 2012, **ORDERED** that:

1. The Application filed by 7 River, LLC, t/a 7 River Mart, for a new Retailer's Class A License, located at 250 11th Street, N.E., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 6A in this matter is hereby **WITHDRAWN**;
3. The 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, except for the following modification:

Section 5 (A) (Reporting to ANC 6A) shall be removed.

The parties have agreed to this modification.

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

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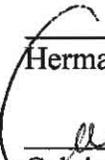
District of Columbia
Alcoholic Beverage Control Board



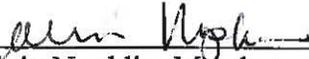
Ruthanne Miller, Chairperson



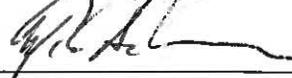
Donald Brooks, Member



Herman Jones, Member



Calvin Nophlin, Member



Mike Silverstein, Member



Nick Alberti, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), any Party adversely affected by this Order may file a Motion for Reconsideration within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14th Street, N.W., Suite 400S, Washington, D.C. 20009



Made this 27th day of July, 2012

by and between

7 River Mart (ABRA #089591)

250 11th Street, NE

Washington DC 20002

and

Advisory Neighborhood Commission 6A

Preamble

Through this agreement, both parties aim to create an environment whereby the applicant may operate as a viable contributing business to the ANC 6A community, while concurrently curtailing any adverse effects a business such as the applicant's could have on the surrounding neighborhood. This agreement applies to Class A liquor licenses that permit the 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 6A, neighborhood associations, and residents to ensure the business operations do not adversely affect the surrounding neighborhood. All parties believe the statements and provisions contained in this agreement are reasonable and must become wholly integrated into the day-to-day operations of the establishment.

Further, ANC 6A acknowledges that this Cooperative Agreement shall be presented to all Class "A" and Class "B" applicants within the boundaries of ANC 6A. To the greatest extent possible, the ANC will not insist upon or allow any significant changes to this Cooperative Agreement that will unfairly benefit or, conversely, cause competitive disadvantage to, any individual applicants or establishment within the ANC, unless such change is required by the District of Columbia government, other authorized governmental bodies, or rule of law.

The community and merchants have agreed that it is in all the parties' best interests to standardize the requirements for the operation of Class A and Class B establishments within the boundaries of ANC 6A. The community and merchants understand and agree that the changes imposed upon the operations of all licensees within the ANC as set forth herein are important measures to protect the safety, peace, order and quiet of the neighborhood, its residents, and businesses. It is the intent, therefore, of ANC 6A, to level the playing field through the implementation of this standardized Cooperative Agreement.

Witnessed

Whereas, Applicant's premises is within the boundaries of ANC 6A; and,

Whereas, the parties desire to enter into an agreement governing certain requirements and understandings regarding the issuance of a Retailer's Class "A" or Class "B" Liquor License a the subject premises; 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 residential districts) and their adjacent neighborhoods that are safe, clean, and "pedestrian

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friendly.”

The Parties Agree As Follows:

1. Requirements for sale/provision of single containers of alcohol beverages
 - A. Applicant shall not sell, give, offer, expose for sale, or deliver an individual container of beer, malt liquor, or ale in single containers of alcohol of 70 ounces or less.
 - B. Applicant shall only sell, give, offer, expose for sale, or deliver beer, malt liquor, or ale containers of 70 ounces or less with multiple-container packaging supplied by the manufacturers of four or more individual containers (example: 4-packs, 6-packs, 12-pack cases, etc.).
 - C. Applicant shall not sell, give, offer, expose for sale, or deliver an individual container of wine or fortified wine in a single container with a capacity of less than 750 ml.
 - D. Applicant shall not sell fortified wine. Fortified wine is defined as wine that exceeds 14% alcohol content.
 - E. Applicant shall not sell spirits. Spirits is defined in D.C. Official Code § 25-101(49).
2. Ban on Sale/Provision of Other Items:
 - A. Single Cigarettes:
 - 1) Applicant shall not sell, give, offer, expose for sale, or deliver individual single cigarettes.
 - B. “Go-cups”:
 - 1) Applicant shall not sell, give, offer, expose for sale, or deliver “go-cups” or servings of plain ice in a cup.
 - 2) Per the Alcoholic Beverage regulations, a “go-cup” is 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.”
 - C. Products associated with illegal drug activity:
 - 1) Applicant agrees to not sell, give, offer, expose for sale, or deliver products associated with illegal drug activity.
 - 2) These items are defined as: “cigarette rolling papers, pipes, needles, small bags, or any other items which may be regarded as drug paraphernalia.”
3. Public Space Cleanliness and Maintenance:
 - A. Applicant will maintain the public space (minimally the front sidewalk up to and including the gutter in front of the subject premises, and the alleyway behind the subject premises) adjacent to the establishment in a clean and litter-free conditions by:
 - 1) Picking up the trash, including beverage bottles and cans, and all other trash a minimum of twice daily (immediately before business hours and once between 5:00 p.m. and 8:00 p.m.).
 - 2) Exercising due diligence to prevent and/or rid vermin infestation in and around the establishment, including following, minimally, the recommendations and guidelines of the Vector Control Division of the Department of Public Works.
 - 3) Planting, watering, and generally tending to tree boxes directly in front of the subject premises, if any.
 - 4) Maintaining regular trash removal service. Ensure that the trash and dumpster area(s) remain clean.
 - 5) Remove snow and/or ice from sidewalks fronting (includes sidewalks on the sides of corner buildings) within the time limits set by the District of Columbia for such snow and/or ice removal.
 - 6) Promptly remove graffiti written on the exterior walls of the property. Promptly is defined as within two (2) weeks of graffiti’s appearance.
4. Signage/Loitering/Illegal Activity:
 - A. Applicant will not directly or indirectly, sell or deliver alcohol to any intoxicated person, or to any person of intemperate habits, or 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 offences by the Metropolitan Police Department for any alcohol-related crime three times or more in any one year and who has been so identified to the licensee by the Metropolitan Police Department by giving a photo and name to the licensee.
 - B. Applicant shall post a notice kept in good repair and visible from point of entry a sign, which states:
 - 1) The minimum age requirement for purchase of alcohol,

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- 2) The obligation of the patron to produce a valid identification document in order to purchase alcohol.
- C. Applicant shall make every effort to prohibit and prevent loitering and criminal activity on or in front of the establishment premises, to include:
 - 1) Posting a sign kept in good repair, a sign requesting customers to not contribute to panhandlers,
 - 2) Asking loiters to move on whenever they are observed outside the establishment,
 - 3) Calling the Metropolitan Police Department if illegal activity is observed,
 - 4) Keeping a written record of dates and times (i.e. log) when the MPD was called for assistance. Applicant's log shall be provided to the ABC Board and, for good cause shown to the Board, to any valid protestant during hearings involving future renewals or contested proceedings involving the Applicant's license.
- D. Applicant agrees to post signs kept in good repair in highly visible locations that announce the following:
 - 1) Prohibition against selling to minors.
 - 2) No panhandling.
 - 3) No loitering.
- E. Applicant agrees that total signage for alcohol and tobacco products in the front window shall be limited to 25% of the total window space available.
- F. Applicant shall receive, at their request, and at no cost, a sign to post within their establishment (provided by the ANC6A ABL Committee) that outlines the primary points of this agreement.
- G. To the extent such lighting is not present on the exterior of the establishment, Applicant will install and maintain high-intensity flood-lights on the exterior of its premises so as to fully light any abutting alleyway from dusk until dawn.
5. Reporting to ANC 6A:
 - A. Applicant must appear before the ANC 6A Alcohol Beverage Licensing Committee two (2) months prior to their Class A or Class B license expiration date to discuss issues and concerns related to the previous two years operations, and the impending renewal of their license.
 - B. Written testimony can be provided to the ANC 6A Alcohol Beverage Licensing Committee instead of appearing in-person if mutually agreed upon by the merchant and ANC 6A.
6. Regulations:
 - A. In addition to the requirements of this agreement, applicant will operate in compliance with all applicable laws and regulations.
7. Miscellaneous:
 - A. Applicant shall deny support of the installation of pay phones around the establishment (externally). The applicant shall have existing pay phones (if any) removed from their exterior of the establishment at the end of the current contract.
 - B. Applicant, and all employees of the applicant, shall attend and complete an alcoholic beverage server training course/seminar.
 - C. Applicant certified that it does not owe more than \$100 to the District of Columbia government as a result of any fine, penalty, or past due tax for more than six months.
 - D. Applicant will participate in a Business Improvement District program if one exists.
8. Enforcement:
 - A. If any party hereto believes in good faith that the applicant is in violation of this agreement, written notice specifying the alleged violation shall be delivered to the applicant and the applicant shall have ten (10) days after receipt of such written notice to come into compliance with this agreement or respond to said alleged notice of default.
 - B. Applicant and the ANC 6A Commission agree to enter into this agreement. If the applicant should breach the conditions of this agreement, it is understood by all parties that the ANC 6A, and/or its committees, or others shall immediately petition the ABC Board for a "show cause" hearing pursuant to 23 D.C.M.R. 1513.5.
 - C. This cooperative agreement is binding on the applicant and its assigns and will continue in force for any and all subsequent license holders at this location.

In Witness Whereof

The parties have affixed hereto their hands and seals.

Applicant:

By: Su Kwon Ko

Date: 7/28/12

Signature: [Handwritten Signature]

Advisory Neighborhood Commission 6A Representative:

By: DAVID HOLMES

Date: 7-30-12

Signature: David Holmes