

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

In the Matter of:)

Khp Corporation)
t/a Lee's Liquor)

Application for Renewal of a)
Retailer's Class A License)

License No. ABRA-026650
Order No. 2012-295

at premises)
2339 Pennsylvania Avenue, S.E.)
Washington, D.C. 20020)

Khp Corporation, t/a Lee's Liquor (Applicant)

Anthony Muhammad, Chairperson, on behalf of Advisory Neighborhood Commission
(ANC) 8A

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

ORDER ON VOLUNTARY AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Khp Corporation, t/a Lee's Liquor (Applicant), and ANC 8A have entered into a Voluntary Agreement (Agreement), signed on May 18, 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 Anthony Muhammad, on behalf of ANC 8A, are signatories to the Agreement.

Accordingly, it is this 27th day of June, 2012, **ORDERED** that:

1. The above-referenced Voluntary Agreements 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 modifications:

Section 2 (d) (Business Operations and Practices) – The following sentence shall be removed: “Applicant will not provide or sell alcoholic beverages ‘to go’.”

Section 2 (I) – The following sentence shall be modified to read as follows: “Applicant’s call log and incident log shall be provided to the Board during meetings or hearings involving future renewals or contested proceedings involving the Applicant’s license.”

Section 2 (J) (i) and (ii) shall be removed.

The parties have agreed to these modifications.

2. Copies of this Order shall be sent to the Applicant and ANC 8A.

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District of Columbia
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



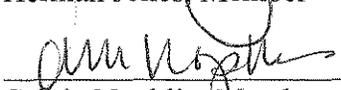
Nick Alberti, Member



Donald Brooks, Member



Herman Jones, Member



Calvin Nophlin, Member



Mike Silverstein, 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.



DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE
REGULATION ADMINISTRATION

2012 MAY 21 P 15

REC'D BY

ADVISORY NEIGHBORHOOD COMMISSION 8A

**Government of the District of Columbia
Fairlawn | Historic Anacostia | Hillside | Sheridan
Monthly Meetings - 1st Tuesday of every month**

PREAMBLE

Through this agreement both parties aim to create an environment whereby the applicant may operate as a viable contributing business in the ANC 8A community, while concurrently curtailing any adverse affects a business such as the applicant's could have on the surrounding neighborhood.

The applicant agrees to work regularly with the ANC 8A, 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 operation of the business establishment.

Further, ANC 8A acknowledges that this Voluntary Agreement shall be presented to all Class A/B applicants within the boundaries of ANC 8A. The community and merchants have agreed that it is in all the parties best interests to standardize the requirements or the operations of liquor stores and beer/wine establishments within the boundaries of ANC 8A. To the greatest context possible, the ANC will not insist upon or allow any significant changes to this Voluntary Agreement that will unfairly benefit or, conversely, cause competitive disadvantage to, any individual applicant 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 understand and agree that the changes imposed upon the operations of all licenses 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.

Witnesseth

Whereas, Applicant's premises is within the boundaries of ANC 8A; and

Whereas, the parties desire to enter into an agreement governing certain requirements and understandings regarding the insurance of a retailer's Class A/B License at the subject premises; and,

The Parties Agree As Follows:

- 1) **Public Space Cleanliness and Maintenance.** 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 condition by:

- a. Picking up trash, including beverage bottles and cans, and all other trash a minimum of twice daily (once immediately before business hours and again between 5:00 p.m. and 8:00 p.m.)

- b. Maintaining regular trash garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remain clean.
- c. Applicant shall deposit trash and garbage only in rodent-proof dumpsters, and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed.
- d. Exercising due diligence to prevent and/or rid vermin infestation in and around the establishment, including following, minimally, the recommendations and guidelines of this Vector Control Division of the Department of Public Works.
- e. Assisting in maintenance of the curb in front of the establishment to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulation in these respects.
- f. Planting, watering, and generally tending to tree boxes directly in front of the subject premises, if any.
- g. Promptly removing or painting over any graffiti written in the exterior walls of tic property.

- h. Requiring the owner and employees not to park on public space between the building and the curb.
- i. Not locating trash bins, chairs, tables, or other equipment on public space without a valid space permit.

2.) Business Operations and Practices:

- a. Applicant will not, directly or indirectly, sells or deliver alcohol to any intoxicated person or to any person who appears to be intoxicated.
- b. Applicant agrees to take all necessary steps to prevent patron rowdiness, including refusing admission/service to rowdy and unruly persons.
- c. Applicants agrees to ensure that no patron bring an open container of an alcoholic beverage into the establishment from outside sources, and at no time exits the establishment with an open container of an alcoholic beverage. Wine shall be corked in accordance with Title 25-113(bX5XA)(BXC) of the DC Municipal Code.
- d. Applicant will not provide or sell alcoholic beverages "to go." Applicant agrees not to promote or participate in bar or pub "crawls" or any other event of this nature.
- e. The licensed establishment will be managed by the applicant in person or a board-licensed manager.
- f. Applicant and all employees of the applicant shall attend and complete an alcoholic beverage server training course/seminar.
- g. Applicant shall post a notice kept in good repair and visible from point of entry a sign, which states:
 - i. Proper ID required (proof of age 21 minimum to be served and assurances that ID's will be checked at all times prior to serving alcoholic beverages to patrons).
 - ii. Prohibition against selling alcohol to minors.
 - iii. Request to patrons to not litter, loiter, or make excessive noise in the neighborhood as they arrive or depart.
 - iv. Warning: Drinking alcoholic beverages during pregnancy can cause birth defects.
 - v. Request that customers do not contribute to panhandlers.

- h. Applicant shall make every effort to prohibit and prevent loitering and criminal activity on or in front of the establishment premises, to include:
 - i. Asking loiterers to move on whenever they are observed outside the establishment,
 - ii. Calling the Metropolitan Police Department (MPD) to remove loiterers if they refuse Applicant's request to move on,
 - iii. Calling the Metropolitan Police Department if illegal activity is observed,
 - iv. Keeping a written record of dates and times (a call log) when the MPD is called for assistance.
 - v. Applicant will maintain a detailed incident log. An incident is defined as any activity by patrons of the establishment inside or immediately outside the establishment, which could lead to an ABRA investigation. Each incident will contain date, time and location of each incident with a concise summary. Guests and staff involved or witnesses of the incident will be identified and listed, If there is a medical or police response, that information will also be noted.

- i. Applicant's call log and incident log shall be provided to the ANC or Board during meetings or hearings involving future renewals or contested proceedings involving the Applicant's license.

J. After receiving complaints and/or observing problems with this establishment, ANC Commissioners may ask the D.C. Metropolitan Police Department (MPD) for records and data regarding calls for service or other necessary police presence around this establishment,

- i. If data from MPD indicates that this establishment has caused or is significantly contributing to additional crime or criminal activities in the neighborhood, including disorderly conduct and/or reoccurring public disturbance, ANC 8A, will hold a public meeting to discuss the problems and ways in which to mitigate them. The Applicant, MPD, and an ABRA representative will be invited and encouraged to participate, as well as concerned residents. MPD will be asked to recommend to the Committee the days of the week and hours when the reimbursable MPD detail should be necessary to maintain peace, order, and quiet at and around this establishment and the costs that would be associated with such reimbursable detail. If the Committee recommends the use of a reimbursable MPD detail at this establishment to mitigate these problems, the recommendation will then be considered by ANC 8A at their next scheduled meeting.
- ii. If the ANC, by a majority vote, supports requiring a reimbursable MPD detail, the ANC Chair will notify in writing the SIX or SEVEN District MPD Commander or his/her designee and the Applicant that this establishment will be required to have a reimbursable MPD detail assigned to their location.

k. Applicant shall not support of the installation of pay phones outside of the establishment on their property,

i. Applicant will utilize and maintain high-intensity floodlights on the exterior of its premise so as to fully light any abutting alley way from dusk until dawn.

3. Cooperation with ANC 8A. Applicant agrees to work on resolving issues preventing the applicant from fulfilling its obligations under this cooperative agreement with all of the following: the Single Member District (SMD) ANC Commissioner within whose boundaries the establishment is located, the Commissioners whose SMD's are adjacent to the location of the establishment.

4. Modifications. This agreement can be modified only by mutual agreement of all the parties with- the approval of the Board or by the ABC Board consistent with DC Code 25-446. In the case of ANC 8A, if applicant desires to modify the terms of this agreement, the applicant, prior to implementing the change(s), shall receive written agreement from ANC 8A after a majority of the commissioners shall have voted in favor of the changes at a full public meeting.

5. Miscellaneous.

- a. Applicant shall post a copy of this voluntary agreement in the establishment in conjunction with the posting of its alcoholic beverage license.
- b. Applicant will operate in compliance with all applicable DC laws and regulations.

6. Enforcement.

a. If either party hereto believes in good faith that the applicant is in violation of this agreement, written notice specifying the alleged violating 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 8A Commission agree to enter into this agreement. If the applicant should breach The conditions of this agreement, it is understood UV all parties that the ANC 8A, and/or its committees' or others shall immediately-y 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 LEE'S Liquor # ABRA-026650

By: _____ Date: 5/18/2012

Signature: [Handwritten Signature]

Advisory Neighborhood Commission 8A Chairman

By: ANTHONY MUHAMMAD CHAIR Date: 5/18/2012

Signature: A. Muhammad