

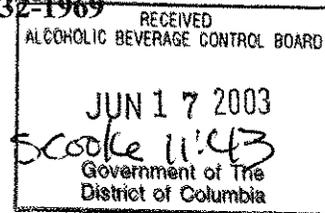
#556

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
ADVISORY NEIGHBORHOOD COMMISSION 5C**

**POST OFFICE BOX 77761
WASHINGTON, D.C. 20013**

TELEPHONE: (202) 832-1965/1966 - FAX: (202) 832-1969

www.anc5c.org



Cooperative Agreement

between

**Big Ben Liquors and Advisory Neighborhood Commission 5C
(ANC 5C)**

WHEREAS, *TM Liquors.* (“Licensee”) has applied to renew an Alcoholic Beverage Control Retail Class A license for the business trading as *Big Ben Liquors*, located at *1300 North Capitol Street, N.W.*; Ret. –Renewal Application No.: 556; and

WHEREAS, the Licensee and ANC 5C have discussed the concerns of the neighborhood and have reached an understanding relating to the operation of the Licensee’s business, as well as the level of cooperation that shall exist between the Licensee and ANC 5C;

NOW, THEREFORE, in consideration of the Licensee’s commitment to fully comply with the terms of this Cooperative Agreement, as set forth herein, ANC 5C agrees to withdraw its protest of the renewal of its license. Specifically, the Licensee agrees to the following:

1. That the Licensee will comply with all laws and regulations governing the operations of the establishment at *1300 North Capitol Street, N.W.*, within the District of Columbia, including the laws and regulations governing the Class A (Retail) license to which this Cooperative Agreement applies, as applied for and previously approved by the District of Columbia in the name of the Licensee;
2. That the Licensee and its officers and employees will cooperate with Advisory Neighborhood Commission 5C (“ANC”) to address any alleged violation of the laws and regulations referred to in Item One (1), and in any request by the ANC that the appropriate enforcement agency investigate any alleged violation.
3. That the Licensee will not sell alcohol before or after ABC regulated hours.
4. That the Licensee will keep the public space surrounding its business free of debris and trash.

Initials: H.S. GRP

5. That the Licensee will take reasonable measures to ensure that the immediate environs of the location are kept free of litter and debris. The "immediate environs" is defined in Section 720.2 of the ABC regulations as including "all property on which the premises are located; all property used by the licensee to conduct business, whether part of the premises or not; including parking lots and portions of alleys, sidewalks, or other public property immediately adjacent to the premises or adjacent to the property used by the licensee to conduct business."
6. That the Licensee will post no loitering signs and prohibit loitering in front of the business and that they take whatever actions are necessary to enforce such a prohibition including soliciting help from the Metropolitan Police Department.
7. That the Licensee will not provide "go cups" to customers. A "go-cup" is defined in Section 709.7 of the ABC regulations as a "drinking utensil provided at no charge or a nominal charge to customers for the purpose of consuming (alcoholic) beverages."
8. That the Licensee will not sell or provide miniature bags of ice to customers.
9. That the Licensee will not sell single cigarettes; nor rolling paper, crack bags, or other drug paraphernalia to customers.
10. That the Licensee will not advertise alcoholic beverages on the exterior walls of the property used by the licensee to conduct business.
11. That the Licensee will promptly remove or paint over any graffiti written on the exterior walls of the property used by the licensee to conduct business.
12. That the Licensee will post signs in English, advising its customers that the licensee will not sell alcohol to intoxicated persons.
13. That the Licensee will not sell or deliver alcohol in any form to any intoxicated person, any person who appears to be intoxicated, or to any person whom the Licensee knows to be an abuser of alcohol.
14. That the Licensee will not sell or deliver alcohol in any form to any person under 21 years of age.
15. That the Licensee will take all precautions to avoid the sale of alcohol in any form to anyone accompanying a person who has been denied service, if it appears that an attempt is being made to buy alcohol for the person who has been denied service.
16. That the Licensee will provide the community (via ANC 5C) at least ninety (90) days notice of any intention to place the business on the market, i.e., should the Licensee make a decision to sell or transfer its business.

Initials: H.S. JRP

- 17. That the Licensee give their assurance that all of its employees will adhere to the provisions of this agreement, particularly with respect to the sale of alcohol in any form.

The provisions of this Cooperative Agreement shall become part of the conditions of the ABC license and shall remain in force upon renewal or transfer of the liquor license. Violations of this Cooperative Agreement by the Licensee, or the Licensee's failure to implement measures called for in this Cooperative Agreement, shall be considered just cause for the ABC Board to immediately suspend or revoke the ABC license granted to its establishment.

AGREED:

For the Licensees:

[Signature]

Date: 6/12/03

For Advisory Neighborhood Commission 5C:

[Signature]

Date: 6/12/03

JDB

#536

COOPERATIVE AGREEMENT BETWEEN BIG BEN LIQUOR AND ANC 5C

WHEREAS Chang Sook Choe ("Licensee") has applied to renew an Alcoholic Beverage Control (ABC) Retail Class B license for the business trading as Big Ben located at 1300 North Capitol Street, NW Washington, DC 20001; and

WHEREAS licensee and ANC 5C have discussed the concerns of the neighborhood and have reached an understanding relating to the operation of the licensee and cooperation between the licensee and ANC 5C.

NOW, THEREFORE, in consideration of the agreements by licensee set forth herein, ANC 5C agrees to refrain from filing a protest to the renewal of the license and licensee agrees to comply fully with the terms of this cooperative agreement. Licensee agrees:

- A. To comply with all laws and regulations governing the operation of the establishment at , 1300 North Capitol Street, NW, in Washington, D.C., including the laws and regulations governing the Class B (retail) license to which this cooperative agreement applies, as applied for and approved by the District of Columbia in the name of the licensee.
- B. That the licensee and its officers and employees will cooperate with the Advisory Neighborhood Commission 5C ("ANC") to address any alleged violation of the laws and regulations referred to in Paragraph A above, and in any request that the appropriate enforcement agency investigate an alleged violation.
- C. That licensee will not sell or deliver alcohol after ABC regulated hours.
- D. That licensee will keep public space surrounding the business free of debris and trash.
- E. That licensee will take reasonable measures to ensure that the immediate environs of the location are kept free of litter and debris. The "immediate environs" is defined in Section 720.2 of the ABC regulations as including "all property on which the premises are located; all property used by the licensee to conduct business, whether part of the premises or not, including parking lots and the portions of alleys, sidewalks, or other public property immediately adjacent to the premises or adjacent to the property used by the licensee to conduct business."
- F. That licensee will prohibit loitering in front of the business and take whatever actions are necessary to enforce such prohibition.
- G. That licensee will not provide "go-cups" to customers. A "go-cup is defined in Section 709.7 of the ABC regulations as a "drinking utensil provided at no charge or a nominal charge to customers for the purpose of consuming [alcoholic] beverages."
- H. That licensee will not sell or provide miniature bags of ice to customers.
- I. That licensee will not sell single cigarettes or drug paraphernalia to customers.

Initials: CSC JRP

- J. That licensee will not advertise alcoholic beverages on the exterior walls of the property used by the licensee to conduct business.
- K. That licensee will promptly remove or paint over any graffiti written on the exterior walls of the property used by the licensee to conduct business.
- L. That licensee will post signs in English advising its customers that the licensee will not sell to intoxicated persons.
- M. That licensee will not sell or deliver alcohol in any form to any intoxicated person, any person who appears to be intoxicated, or any person the licensee knows abuses alcohol.
- N. That licensee will not sell or deliver alcohol in any form to any person under 21 years of age.
- O. That licensee will take all precautions to avoid the sale of alcohol in any form to anyone accompanying a person who has been denied service if it appears that an attempt is being made to buy alcohol for the person who has been denied service.
- P. That in the event licensee decides to sell or transfer its business, licensee will provide the community at least ninety ⁽⁹⁰⁾ days notice of any intention to place the business on the market.
45 QRP
- Q. That licensee will assure that all employees of licensee adhere to the provisions of this agreement, particularly with respect to the sale of alcohol in any form/.

The provisions of this Cooperative Agreement shall become part of the conditions of the ABC license and shall remain in force upon renewal or transfer of the liquor license. Violations of the Cooperative Agreement by the Licensee, or the Licensee's failure to implement the measures called for in this Cooperative Agreement, shall be just cause by the ABC Board to immediately suspend or revoke the ABC license of the establishment.

AGREED:

For the Licensee:

Chas Cook De

Date: May 29, 2001

For the Advisory Neighborhood Commission:

Joyce Robinson Paul

Date: May 29, 2001

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

In the Matter of:)	
)	
T.M. Liquors, Inc.)	
t/a Big Ben Liquors)	
)	
Application for a Retailer's Class A)	
License (renewal))	Application no. 556
at premises)	2003-54
1300 North Capitol Street, N.W.)	
Washington, D.C.)	
)	

James D. Berry, Jr., Chairperson, on behalf of the Advisory Neighborhood Commission 5C, and Harjinder Singh, President, on behalf of Applicant, Signatories

BEFORE: Charles Burger, Interim Chairperson
Vera Abbott, Member
Laurie Collins, Member
Judy Moy, Member
Ellen Opper-Weiner, Esquire, Member
Audrey Thompson, Member

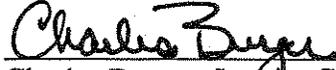
ORDER ON VOLUNTARY AGREEMENT

This matter came before the Board for approval on June 25, 2003. The signatories to the attached voluntary agreement dated June 12, 2003 submitted the agreement to the Board in accordance with the D.C. Official Code Title 25, Section 446 (2000 Edition).

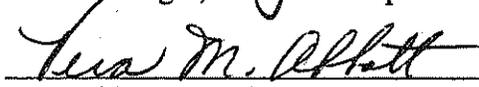
Having determined that the agreement complies with all applicable laws and regulations and the applicant qualifies for licensure, the Board does hereby this 9th day of July 2003, **APPROVE** the license application conditioned on the applicant's compliance with the terms of the voluntary agreement and does **INCORPORATE** the text of the same into the Order.

T.M. Liquors, Inc.
t/a Big Ben Liquors
Application no. 556
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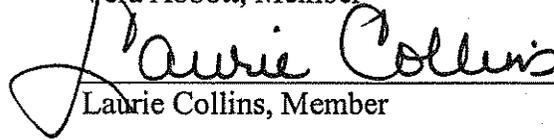
District of Columbia
Alcoholic Beverage Control Board



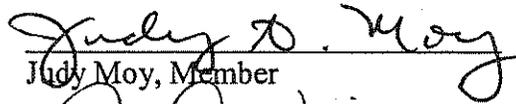
Charles Burger, Interim Chairperson



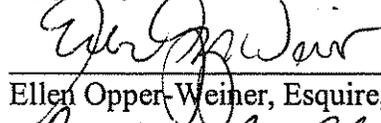
Vera Abbott, Member



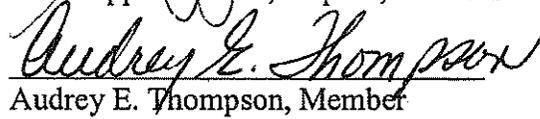
Laurie Collins, Member



Judy Moy, Member



Ellen Opper-Weiner, Esquire, Member



Audrey E. Thompson, Member

BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:)

Chang Sook Choe)
T/a Big Ben Liquors)

Application for a Retailer's)
Class A - renewal)
at premises)

1300 North Capitol Street, NW)
Washington, DC 20001)

Case No. 556-01/052P

/ James D. Berry, Jr., Chairperson, Advisory Neighborhood Commission 5C
(ANC 5C), Protestant

/ Chang Sook Choe, Owner, Applicant

**BEFORE: RODERIC L. WOODSON, ESQUIRE, CHAIR
VERA M. ABBOTT, MEMBER
CHARLES A. BURGER, MEMBER
LAURIE COLLINS, MEMBER
JUDY A. MOY, MEMBER
ELLEN OPPER-WEINER, ESQUIRE, MEMBER
AUDREY E. THOMPSON, MEMBER**

ORDER ON WITHDRAWN PROTEST AND VOLUNTARY AGREEMENT

This matter, having been protested, was scheduled for a roll call hearing on May 30, 2001, in accordance with D.C. Code Section 25-115(c)(5) (1999 Supp.), providing for the protestants to be heard. The Board received a timely protest letter from, James D. Berry, Jr., Chair, ANC 5C, dated May 14, 2001.

The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing, and has been properly executed and filed with the Board. Pursuant to the agreement, dated May 29, 2001, the protestants have agreed to withdraw the opposition, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

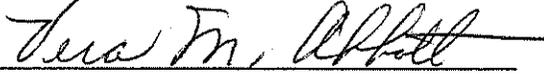
Chang Sook Choe
T/a Big Ben Liquors
Page 2

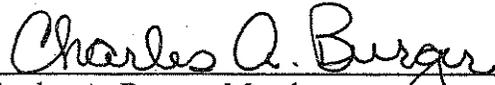
Accordingly, it is this 30TH day of June 2001, **ORDERED** that:

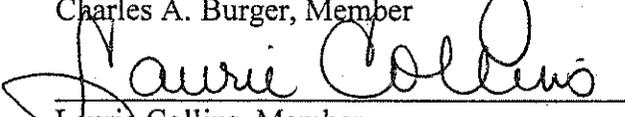
1. The opposition of James D. Berry, Jr., Chair, (ANC 5C), be, and the same hereby is **WITHDRAWN**;
2. The application of Chang Sook Choe, t/a Big Ben Liquors, for a retailer's class A license (renewal) at premises 1300 North Capitol Street NW, Washington, DC, 20001, be, and the same hereby, is **GRANTED**; and
3. The above-referenced agreement between the parties, be, and the same hereby is **INCORPORATED** and part of this **ORDER**; and;
4. Copies of this Order shall be sent to the Protestant and the Applicant.

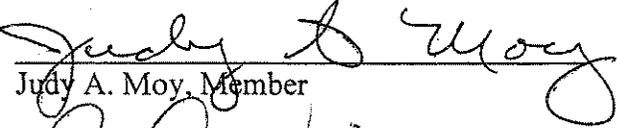
DISTRICT OF COLUMBIA
ALCONOLIC BEVERAGE CONTROL
BOARD

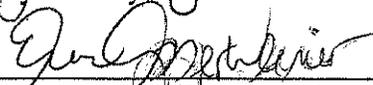

Roderic L. Woodson, Esquire, Chair

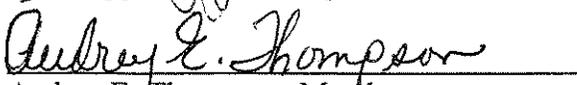

Vera M. Abbott, Member


Charles A. Burger, Member


Laurie Collins, Member


Judy A. Moy, Member


Ellen Opper-Weiner, Esquire, Member


Audrey E. Thompson, Member