

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

In the Matter of:)
)
Lucas & Associates, Inc.,)
t/a Best-in Liquors)
)
Application for Single Sales)
Exception to a Retailer's)
Class A License)
)
at premises)
1450 P Street, N.W.)
Washington, D.C. 20004)
)

License No.: 11823
Order Number: 2009-185

Lucas & Associates, Inc., t/a Best-in Liquors

Charles Reed, Chair, Advisory Neighborhood Commission (ANC) 2F

BEFORE: Peter B. Feather, Chairperson
Mital M. Gandhi, Member
Nick Alberti, Member
Charles Brodsky, Member
Donald Brooks, Member
Herman Jones, Member

**ORDER ON APPLICATION FOR EXCEPTION TO SINGLE SALES
RESTRICTION AND VOLUNTARY AGREEMENT**

The official records of the Alcoholic Control Board (Board) reflect that Lucas & Associates, Inc., t/a Best-in Liquors, Applicant for Exception to Single Sales Restriction, located at 1450 P Street, N.W., Washington D.C., and Charles Reed, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 2F, (collectively, the Parties) have entered into a Voluntary Agreement (Agreement) dated April 1, 2009, setting forth the terms and conditions that govern the operation of the Applicant's establishment and incorporating an agreement to waive the single sales restriction.

The Applicant does not have any primary or secondary tier violations within 12 months preceding the date of the application and the ANC supports this request, as demonstrated in the Voluntary Agreement among the Parties to waive the single sales restriction for this establishment subject to the terms and conditions therein. For these

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reasons, the Board finds no significant adverse community impacts and grants the Application. The Agreement has been reduced to writing and has been properly executed and filed with the Board. Both the Applicant and Chairperson Reed are signatories to the Agreement.

Accordingly, it is this 15th day of July 2009, **ORDERED** that:

1. The Application filed by Lucas & Associates, Inc., t/a Best-in Liquors for an Exception to the Single Sales Restriction at the location of 1450 P Street, N.W., Washington, D.C., is **GRANTED**
2. 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
3. Copies of this Order shall be sent to the Applicant and to ANC 2F.

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.

AMENDED AND RESTATED VOLUNTARY AGREEMENT

This AMENDED AND RESTATED VOLUNTARY AGREEMENT, dated as of the 1st day of April, 2009, between ADVISORY NEIGHBORHOOD COMMISSION 2F (“ANC 2F” or “Commission”) and Lucas & Associates, Inc, dba, Best-in Liquors 1450 P Street, NW, Washington, DC (“Licensee”) holding License number, 11823 Class A Retailer.

WITNESSETH

WHEREAS, ANC 2F and Licensee have previously entered into a Voluntary Agreement, which was approved by the Alcoholic Beverage Control Board of the District of Columbia (the “ABC Board”); and

WHEREAS, the District of Columbia has recently enacted the Consolidated Mt. Pleasant, Ward 2, and Ward 6 Single Sales Moratorium Act of 2008, (the “Act”) which, among other things, provides under D.C. Code §25-345(b) for restrictions on the sale of beers, malt liquors and ales and spirits in single containers of less than certain stated quantities (“Singles”), but allows for exceptions to such restrictions upon certain conditions; and

WHEREAS, Licensee wishes to obtain an exception; and ANC 2F wishes to advise the ABC Board to grant such exception subject to certain condition; and

WHEREAS, the parties also wish to amend the Voluntary Agreement to make mutually agreeable changes in light of changed circumstances;

NOW THEREFORE, premises considered and for good and valuable consideration, the receipt and sufficiency of which the parties mutually acknowledge, the parties agree as follows:

1. **Recitals Incorporated.** The recitals to this Agreement are hereby incorporated herein by reference.
2. **Hours of Operation.** The Licensee holds a Class A Retail off-premises license and, therefore, is not likely to contribute to noise problems that would disturb nearby residential tenancies. Accordingly, Licensee's hours of operation, at Licensee's discretion, may be those set up to the maximum permitted by the liquor laws of the District of Columbia.
3. **No Change in Class of License.** Licensee expressly agrees that it shall not apply for or change the class of license from a Retail Class A license.
4. **Public Space and Trash and Deliveries.** The Licensee shall monitor on a daily basis the sidewalk (up to and including the curb and gutter area), alley (if any), the store entry way and other immediately adjacent areas, cleaning them and keeping them free of all litter, bottles, trash and other debris. Licensee agrees to maintain a dumpster in the rear of the building in the public alley and to contract with a commercial trash hauler for pickup frequencies necessary to assure there is no overflow from the dumpster between pickups. Licensee shall take whatever actions necessary to ensure that its dumpster does not overflow. Material shall not be deposited into the dumpster after 11:00 p.m. or before 8:30 a.m. Licensee shall require its trash and recycling contractors to pick up trash and materials, and schedule its deliveries, after 9:00 a.m. on weekdays and after 10:00 a.m. on weekends and holidays.
5. **Loitering and Public Drinking.** Licensee shall make reasonable efforts to discourage loitering and public drinking in the vicinity of its premises, and shall notify

6. **License Ownership.** Licensee agrees to abide by all Alcoholic Beverage Regulations Administration (“ABRA”) regulations regarding the ownership of the license. Licensee further agrees that no sale or transfer of its license shall become effective (a) without first giving ANC 2F 30 days notice in advance of such sale and disclosing in such notice the identity of the transferee and any person directly or indirectly having a 5% or more interest in such transferee, and (b) requiring that as a condition of such transfer, the transferee agree to execute this Agreement and to be bound by its terms.

7. **Community Affairs.** Licensee shall make reasonable efforts to liaise with the community served by the ANC, by receiving notices of the meetings of the ANC and of the Logan Circle Community Association, (“LCCA”), joining from time to time in community affairs, and attending meetings of the ANC when specifically requested to do so, in addition to engaging in other activities Licensee may deem appropriate.

8. **Single Sales of Alcoholic Beverages.** The Licensee has represented to the Commission that sales of Singles in accordance with this Agreement and in a side letter entered into contemporaneously herewith will not contribute to public consumption of alcohol, littering, crime and safety problems, and other problems which the Consolidated Mt. Pleasant, Ward 2, and Ward 6 Single Sales Moratorium Act of 2008, D.C. Code §25-345(b) (the “Act”) was enacted to combat. Accordingly, Licensee may offer and sell alcoholic beverages covered by the Act in single containers (“Singles”), if the Alcoholic Beverage Control Board grants an exception to the Act to License, provided:

a. Licensee shall not sell or provide refrigerated Singles, or allow them to be refrigerated on the premises after sale.

b. Licensee shall not sell or provide individual cups or single servings of ice.

c. Licensee shall neither offer nor sell Singles of beer, malt liquor, ale, or spirits, except high quality brands. This provision is based upon the finding of ANC 2F that purchasers of low quality Singles are more likely to consume them in public or dispose of the containers in the streets. Licensee agrees with the finding of ANC 2F in this regard, and agrees.

d. Licensee agrees that ANC 2F may apply to the ABC Board to revoke the exception if, after one year, ANC 2F determines that Licensee's sales of Singles are being abused in that they are being consumed in public or their containers are being disposed of in the streets within the community served by ANC 2F; such application shall not require a showing that the Licensee is in breach of the Voluntary Agreement, as amended. ANC 2F retains all rights to enforce the Voluntary Agreement. Such revocation shall have the effect of subjecting Licensee to the restrictions on sales of Singles under the Act.

9. **Violations.** In the event of a violation of this Agreement, Licensee shall be notified in writing and given an opportunity to cure such violation within thirty (30) days thereafter before action against Licensee on the basis of such violation may be undertaken (unless it is a third violation or a violation which by nature goes to the health or safety of the public and is a matter of urgency, in which case a lesser cure period may at the election of ANC 2F may be specified). A material violation of this Agreement or

10. **Notices.** Any notice required to be made under this Agreement shall be in writing and mailed by certified mail, sent by facsimile using a device which indicates receipt on sender's copy, or hand-delivered, to the other party to this Agreement. Mailed notice shall be deemed effective when mailed.

Notice is to be given as follows:

If to Licensee, to:

Best-in Liquors
1450 P Street, NW
Washington, DC

If to ANC 2F, to:

Advisory Neighborhood Commission 2F
P.O. Box 9348 – Mid-City Station
Washington, D.C. 20005

With email copy to Chairperson, ANC 2F
(currently, Charles D. Reed creed@kgrmlaw.com)

The parties shall provide each other with the fax and email information. The parties may change the notice address listed above by written notice to the other party. Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the Alcoholic Beverage Control Board.

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

12. **Binding Effect.** This Agreement shall be binding upon and enforceable against the successors and assigns of Licensee.

13. **Effective Date.** This AMENDED AND RESTATED VOLUNTARY AGREEMENT shall become effective upon its acceptance by the ABC Board.

ADVISORY NEIGHBORHOOD
COMMISSION 2F

By: Charles D. Reed
Charles D. Reed, Chairman

BEST-IN-LIQUORS

By: [Signature]