

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

_____)	
In the Matter of:)	
)	
M&G Peacock, Inc.)	
t/a Peacock Liquors)	
)	
Holder of a)	License No. ABRA-078305
Retailer's Class A License)	Order No. 2014-214
)	
at premises)	
1625 New York Avenue, N.E.)	
Washington, D.C. 20002)	
_____)	

M&G Peacock, Inc., t/a Peacock Liquors (Licensee)

Kathy Henderson, Chairperson, Advisory Neighborhood Commission (ANC) 5D

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Mike Silverstein, Member
Hector Rodriguez, Member
James Short, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that M&G Peacock, Inc., t/a Peacock Liquors, (Licensee), and ANC 5D have entered into a Settlement Agreement (Agreement), dated February 11, 2014, that governs the operation of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Kathy Henderson, on behalf of ANC 5D, are signatories to the Agreement.

M&G Peacock, Inc.
t/a Peacock Liquors
License No. ABRA-078305
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Accordingly, it is this 14th day of May, 2014, **ORDERED** that:

1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
2. Copies of this Order shall be sent to the Licensee and ANC 5D.

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t/a Peacock Liquors
License No. ABRA-078305
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District of Columbia
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson

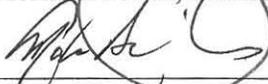


Nick Alberti, Member

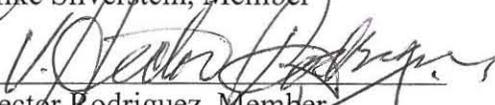


Donald Brooks, Member

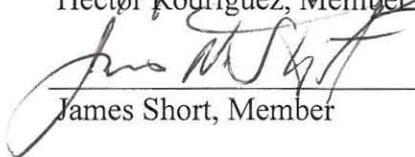

Herman Jones, Member



Mike Silverstein, Member



Hector Rodriguez, Member



James Short, Member

Pursuant to D.C. Official Code § 25-433, 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, 2000 14th Street, N.W., Suite 400S, Washington, DC 20009.

Also, pursuant to section 11 of the District of Columbia Administrative Procedure Act, Pub. L. 90-614, 82 Stat. 1209, D.C. Official Code 2-510 (2001), and Rule 15 of the District of Columbia Court of Appeals, any party adversely affected has the right to appeal this Order by filing a petition for review, within thirty (30) days of the date of service of this Order, with the District of Columbia Court of Appeals, 500 Indiana Avenue, N.W., Washington, D.C. 20001. However, the timely filing of a Motion for Reconsideration pursuant to D.C. Official Code § 25-433, stays the time for filing a petition for review in the District of Columbia Court of Appeals until the Board rules on the motion. See D.C. App. Rule 15(b).

**DISTRICT OF COLUMBIA GOVERNMENT
ADVISORY NEIGHBORHOOD COMMISSION 5D**



March 15, 2014

Alcohol Beverage Regulation Administration
2000 14th Street NW
Washington, DC

RE: Voluntary Agreement between ANC 5D and Peacock Liquor Inc.; (ABRA-078305)

PUBLIC SPACE AND TRASH:

Peacock Liquor Inc. shall keep the sidewalk (up to and including the curb), tree box(es), and alley clean and free of litter, bottles, and other debris at all times, in compliance with D.C. Code and Municipal Regulations. Peacock Liquor Inc. shall police these areas sufficiently to assure that refuse and other materials are promptly removed. The Applicant Peacock Liquor Inc. agrees to obtain/maintain a dumpster to be placed in the rear of the building. The Applicant shall ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners so that no garbage is placed on the abutting property.

RATS AND VERMIN CONTROL:

Peacock Liquor Inc. shall provide rat and vermin control for its property. Peacock Liquor Inc. shall have the establishment and the area around the premises properly cleaned at the end of each night to ensure that there is no garbage and subsequent odors present the following morning.

SECURITY COOPERATION REGARDING ILLEGAL DRUGS AND PUBLIC DRINKING:

The Applicant Peacock Liquor Inc. agrees that it shall take all necessary steps to minimize such problems, including, without limitation, designating a sufficient number of employees to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; monitoring for and prohibiting sales or use of illegal drugs within or about the premises, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur.

Peacock Liquor Inc. shall to the full extent permissible by law discourage loitering in the vicinity of the premises.

ENHANCING PUBLIC SPACE:

The Applicant Peacock Liquor Inc. agrees to purchase two decorative planters with flowers/plantings for the exterior of the business to enhance public space. The Applicant supports the *Broken Windows Theory*, which promotes maintaining an attractive and well-kept property appearance as a positive mechanism to promote public safety.

PUBLIC MEETING ATTENDANCE:

The Applicant agrees to attend the monthly ANC 5D public meeting whenever possible and agrees to work with the Commission to improve the overall quality of life and public safety of the area in which Applicant's business is located.

FAILURE TO ADHERE TO PROVISIONS HEREIN:

Applicant shall be subject to immediate enforcement measures enacted by ABC, ABRA and any other DC Government agency that has jurisdiction for failure to operate lawfully and in a sanitary and orderly manner that maintains peace, order and quiet.

BE IT RESOLVED:

ANC 5D voted unanimously on February 11, 2014, at a properly noticed public meeting, with a quorum of commissioners present (6-0) to enter into this voluntary agreement with the Applicant Peacock Liquor Inc. and to allow the Applicant to expand its hours of operation to 7:00 a.m. to midnight, seven days per week to further its business objectives.

Respectfully Submitted By,



Commissioner Kathy Henderson, 5D05
Chairperson, ANC 5D

~~Kathy Henderson~~
Girma Senay 5/30/14

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

In the Matter of:)
)
M & G Peacock, Inc.,)
t/a Peacock Liquors)
)
Renewal Application for Retailer's)
Class A License) License No. 78305
) Order No. 2009-177
at premises)
1625 New York Avenue, N.E.)
Washington, D.C. 20002)
)

M & G Peacock, Inc., t/a Peacock Liquors

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 M & G Peacock, Inc., t/a Peacock Liquors, Applicant for Renewal of a Retailer's Class A license located at 1625 New York Avenue, N.E., Washington D.C., and ANC 5B, (the Parties) have entered into a Voluntary Agreement (Agreement) dated June 15, 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.

M & G Peacock, Inc.
t/a Peacock Liquors
License No. 78305
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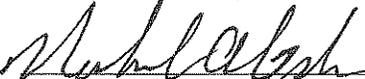
Accordingly, it is this 29th day of July 2009, **ORDERED** that:

1. The Application filed by M & G Peacock, Inc., t/a Peacock Liquors for a Retailer's Class A license located at 1625 New York 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.

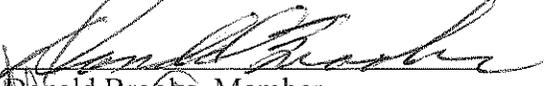
District of Columbia
Alcoholic Beverage Control Board

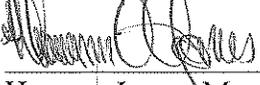

Peter B. Feather, Chairperson

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

ADVISORY NEIGHBORHOOD COMMISSION 5B AND M & G PEACOCK, INC.

This Cooperative Agreement ("Agreement") made this 15th day of June, 2009, by and between – M&G Peacock, Inc. trading as Peacock 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 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 for premises located at 1625 New York Avenue, NE, Washington, DC; 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, and agrees to inform Advisory Neighborhood Commission 5B of there intention to do so.

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.
- B) Applicant shall not sell or deliver alcoholic beverages to any person or persons under the age of 21, 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 DCMR

709.7. 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 criminal 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 under 21 USC Sec. 863 (d).

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 to remove loiterer(s)
 - (a) If loiterer(s) refuse Applicant’s request to move on within ten minutes of the request, or
 - (b) Within ten minutes of patron complaint if Applicant is unable to ask the loiter(s) to disperse directly;
 - 3) Calling the Metropolitan Police Department if illegal activity is observed;
 - 4) 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 our request shall be provided to the Advisory Neighborhood Commission 5B.
 - 5) 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 announce the following:

- 1) Prohibition against selling alcohol to minors;
- 2) Discouraging loitering, panhandling and contributing to panhandling;

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" is defined in D.C.M.R 720.2 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) **If desired**, applicant shall join the constituents and residents of Advisory Neighborhood

Commission 5B to repaint the storefront and all exterior walls with a non-high gloss color.

- B) Applicant shall not install signage on the front windows so as to obstruct visibility into the establishment.
- C) 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) Cooperation with Community and ANC 5B

- A) Applicant agrees to attend ANC 5B09 meetings and Police Service Area meetings if held to the best of their ability.

10) Enforcement and Notices

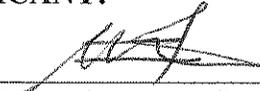
- A) In the event of a violation of the provisions of this Agreement, Applicant shall be notified by ANC 5B in writing alleging such violation and given an opportunity to cure such violation or respond to said alleged notice of violation within no more than thirty days unless there are extenuating circumstances.
- 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. 1513.5.
- C) Notice of violations are 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. Notice is deemed to be received upon mailing.
- D) This cooperative agreement shall be binding upon and enforceable against the successors and assignors of the Applicant will continue in force for any and all subsequent license holders at the subject location.

11) 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:

By: 
M&G Peacock, Inc. trading as
Peacock Liquors
1625 New York Avenue, NE
Washington, DC
Date: 06/11/09

WITNESS:


Date: 6/11/09

PROTESTANT:

By: 
William C. Shelton, Chairperson
Advisory Neighborhood Commission 5B
2100 New York Avenue, NE
Washington, DC
Date: 6/11/09