

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

| | |
|------------------------------------|-------------------------|
| _____) | |
| In the Matter of:) | |
|) | |
| H & J Spirits, Inc.) | |
| t/a Congressional Liquors) | |
|) | |
| Application for Renewal of a) | License No. ABRA-071157 |
| Retailer's Class A License) | Order No. 2012-232 |
|) | |
| at premises) | |
| 404 1 st Street, S.E.) | |
| Washington, D.C. 20003) | |
| _____) | |

H & J Spirits, Inc., t/a Congressional Liquors (Applicant)

Andrew Jared Critchfield, Chairperson, Advisory Neighborhood Commission (ANC) 6B

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

ORDER ON VOLUNTARY AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that H & J Spirits, Inc., t/a Congressional Liquors (Applicant), and ANC 6B have entered into a Voluntary Agreement (Agreement), dated April 10, 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 Andrew Jared Critchfield, on behalf of ANC 6B, are signatories to the Agreement.

Accordingly, it is this 23rd day of May, 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 (g) (Nature of the Business) – The following sentence shall be modified to read as follows: “Any change from this model concerning hours of sales will be of great concern to nearby residents.”

Section 3 (f) (Hours of Operation and Sales) – The following sentence shall be modified to read as follows: “Applicant's log shall be provided to the Board during hearings involving future renewals of contested proceedings involving the Applicant's license.”

The parties have agreed to these modifications.

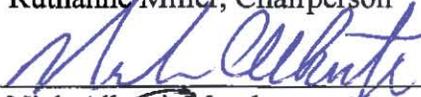
2. Copies of this Order shall be sent to the Applicant and ANC 6B.

H & J Spirits, Inc.
t/a Congressional Liquors
License No. ABRA-071157
Page 3

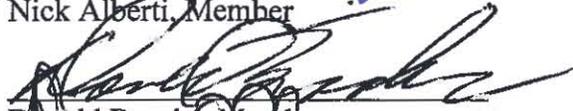
District of Columbia
Alcoholic Beverage Control Board



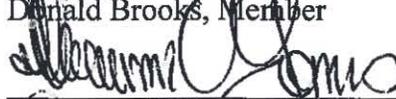
Ruthanne Miller, Chairperson



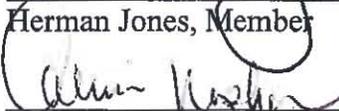
Nick Alberti, Member



Donald Brooks, Member



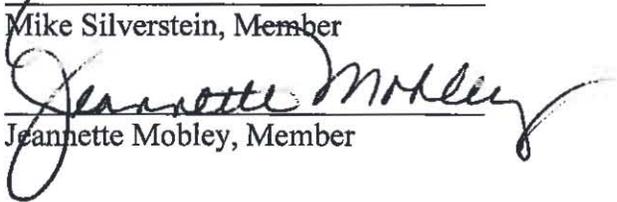
Herman Jones, Member



Calvin Nophin, Member



Mike Silverstein, Member



Jeannette Mobley, 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 APR 26 P 4: 23

REC'D BY _____

April 13, 2012

921 Pennsylvania Avenue SE
Suite 305
Washington, DC 20003
202.543.3344
fax 202.543.3507
office@anc6b.org

Ruthanne Miller, Chairperson
ABC Board
2000 14th Street NW
Ste 400S
Washington, DC 20009

OFFICERS

Chairperson
Andrew Jared Critchfield

Vice Chairperson
Ivan Frishberg

Secretary
Brian Pate

Treasurer
Carol Green

Parliamentarian
Brian Flahaven

**RE: Congressional Liquors
License # ABRA-071157**

Dear Ms. Miller:

At a regularly called and properly noticed meeting on April 10, 2012, with a quorum present, ANC 6B voted 9-0 to approve a new Voluntary Agreement and support the renewal of this license. Enclosed is the Voluntary Agreement executed by Congressional Liquors and ANC 6B for your review and approval. This resolves our Protest of the renewal of this license.

Additionally, ANC 6B requests the Board allow Congressional Liquors 30 days from the date of the Board Order to sell off its existing stock.

Please contact me should you have any questions regarding this matter.

Sincerely,

A handwritten signature in black ink that reads "Jared".

Andrew Jared Critchfield, Ph.D.
Chair

Enclosure: Voluntary Agreement

COMMISSIONERS

SMD 1 *David Garrison*
SMD 2 *Ivan Frishberg*
SMD 3 *Norman Metzger*
SMD 4 *Kirsten Oldenburg*
SMD 5 *Brian Pate*
SMD 6 *Andrew Jared Critchfield*
SMD 7 *Carol Green*
SMD 8 *Neil Glick*
SMD 9 *Brian Flahaven*
SMD 10 *Francis Campbell*

VOLUNTARY AGREEMENT

This Voluntary Agreement is made on the 10th day of April, 2012 by and between H & J Spirits, Inc, t/a Congressional Liquors and Advisory Neighborhood Commission 6B.

WHEREAS, Applicant's renewal for a Retailer's Class A license is now pending before the District of Columbia Alcoholic Beverage Control Board; and,

WHEREAS, the premises located at 404 1st Street SE, is within the boundaries of the ANC; and

WHEREAS, the Parties desire to enter into an agreement governing certain understandings regarding the issue of license number ABRA-071157; and

WHEREAS, the Parties are desirous of entering into a Voluntary Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to promote the peace, order and quiet of the neighborhood. Both Parties recognize the importance of business neighborhoods that are safe, clean, and pedestrian friendly.

NOW, THEREFORE, the Parties agree as follows:

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
2. **Nature of the Business.** The Applicant will manage and operate a Retailer's Class A license under the following provisions:
 - a. The Applicant will comply with all laws and regulations governing the operations of the establishment at 404 1st Street SE.
 - b. The Applicant will not divide a manufacturer's package of more than one container of beer, malt liquor or ale to sell an individual container of the package if the container is less than 70 ounces.
 - c. The Applicant will not sell, give, offer, expose for sale, or deliver an individual container, a two pack or three pack of beer, malt liquor, or ale if the container is 70 ounces or less, and will not sell spirits in half-pints or smaller volumes.
 - d. The Applicant will not allow the illegal public consumption of alcohol in or around its immediate area and will participate in an ABC Board-approved course in alcoholic beverage sales management.
 - e. The Applicant will not sell or provide cups or single servings of ice.

- f. The Applicant agrees to post this Voluntary Agreement alongside his ABC license.
- g. Any change from this model concerning hours of sales will be considered by both parties to be a substantial change in operations, and of great concern to nearby residents.

3. Hours of Operation and Sales. The hours of operation shall be as follows:

Monday - Friday 8:30 a.m. – 9:00 p.m.
Saturday 11:00 a.m - 8:00 p.m.

- a. **Signage, Noise and Privacy.** Applicant will strictly comply with D. C. Official Code and will prohibit and prevent loitering, rowdiness, panhandling and criminal activity within 100 feet of the establishment, to the best of its ability by:
 - b. Maintaining a “No Loitering/Panhandling” sign on the outside of the establishment, and
 - c. Posting a notice kept in good repair and visible from point of entry, a sign which states
 - i. the minimum age requirement for purchase of alcohol,
 - ii. the obligation of the patron to produce a valid identification document in order to purchase alcohol, and
 - d. Requesting loiterers to move on whenever they are observed outside of the establishment, and
 - e. Calling MPD to remove loiterers if they refuse Applicant’s request to move on or if illegal activity is observed, and
 - f. Keeping a written record of dates and times when MPD is called for assistance. Applicant’s log shall be provided to the Board and to any protestant during hearings involving future renewals of contested proceedings involving the Applicant’s license, and
 - g. Applicant will ensure timely disposal of trash that is the least disruptive to the neighbors and that commercial trash pick up will only take place between 7:00 a.m and 7:00 p. m.

4. Public Space Cleanliness and Maintenance. Applicant will maintain the public space adjacent to the establishment in a clean and litter-free condition by:

- a. Exercising due diligence to prevent and or rid vermin infestation in and around the establishment, including following the recommendations and guidelines of the Vector Control Division of the Department of Public Works.
- b. Picking up trash, including beverage bottles and cans, and all trash on a regularly basis.
- c. Maintaining regular trash removal service and ensuring the area around the trash can is kept clean at all times.
- d. Removing snow and ice from sidewalks fronting the establishment within the time limits set by the District of Columbia.
- e. Planting, watering and generally tending to tree boxes in front of the premises, if any.

IN WITNESS WHEREOF, the Parties have affixed hereunto their signatures.

Applicant

H & J Spirits, Inc
t/a Congressional Liquors
404 1st Street SE
Washington, DC 20003
Phone 202-547-1600

President Jung S Kim

 Mar 29/12

ANC

Advisory Neighborhood Commission 6B
921 Pennsylvania Ave SE
Ste 305
Washington, DC 20003
202-543-3344

Andrew Jared Critchfield, Chair



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

In the Matter of:

H & J Spirits, Inc.
t/a Congressional Liquors

Application for Retailer's
Class A License
at premises
404 1st Street, S.E.
Washington, D.C. 20003

License Number: 71157
ORDER NUMBER: 2009-275

H & J Spirits, Inc., t/a Congressional Liquors, Applicant

David F. Garrison, Chair, Advisory Neighborhood Commission 6B (ANC 6B)

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

ORDER ON VOLUNTARY AGREEMENT

The official records of the Alcoholic Control Board (Board) reflect that H & J Spirits, Inc., t/a Congressional Liquors, Applicant for a Retailer's Class A License located at 404 1st Street, S.E., Washington D.C., and David F. Garrison, Chair, ANC 6B (collectively, the "Parties"), have entered into a Voluntary Agreement (Agreement) dated May 12, 2009, setting forth the terms and conditions that govern 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 Garrison are signatories to the Agreement.

Accordingly, it is this 9th day of December 2009, **ORDERED** that:

1. The Application filed by H & J Spirits, Inc., t/a Congressional Liquors, for a Retailer's Class A license located at 404 1st Street, S.E., 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 *except* that the phrase in Section 3 that reads:

"For Class A Applicants, the sale of alcohol shall be restricted to the following hours:

1. 8:30 a.m. – 9:00 p.m. Monday – Friday
2. 11:00 a.m. – 8:00 p.m. Saturday"

This phrase instead shall read:

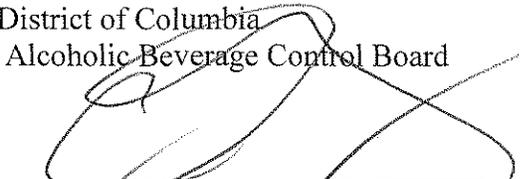
"For Class A Applicants, the sale of alcohol shall be restricted to the following hours:

1. 9:00 a.m. – 9:00 p.m. Monday – Friday
2. 11:00 a.m. – 8:00 p.m. Saturday"

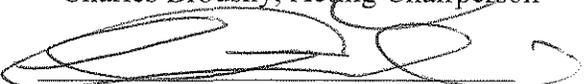
3. Copies of this Order shall be sent to the Applicant and ANC 6B.

H & J Spirits, Inc.
t/a Congressional Liquors
License No: 71157
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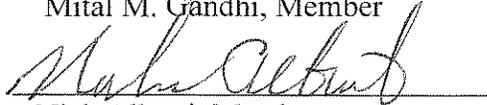
District of Columbia
Alcoholic Beverage Control Board



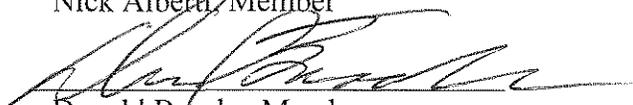
Charles Brodsky, Acting Chairperson



Mital M. Gandhi, Member



Nick Alberti, 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 (VOLUNTARY) AGREEMENT

THIS VOLUNTARY AGREEMENT ("Agreement") is made on this 12th day of May, 2009 by and between H & J Spirits, Inc., t/a Congressional Liquors ("Applicant"), and Advisory Neighborhood Commission 6B, Collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant's application for issuances of a Retailer's Class "A" License, 404 1st Street, SE, Washington, DC, 20003, is now pending before the District of Columbia Alcoholic Beverage Control Board (ABC); and,

WHEREAS, the premises is within the boundaries of the ANC, and,

WHEREAS, the Parties desire to enter into an agreement governing certain understandings regarding the issue of a Retailer's Class "A" Liquor License at the subject premises; and,

WHEREAS, the Parties are desirous of entering into a Cooperative (Voluntary) Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to promote the peace, order and quiet of the neighborhood. Both parties recognize the importance of business neighborhoods that are safe, clean, and "pedestrian friendly".

NOW, THEREFORE, the parties agree as follows:

1. ***Recitals Incorporated.*** The recitals set forth above are incorporated herein by reference.
2. ***Nature of the Business.*** The Applicant will manage and operate a Retailer's Class A license under the following provisions:
 - a. That the Applicant will comply with all laws and regulations governing the operations of the establishment at 404 1st Street, SE, 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,
 - b. That the Applicant and its officers and employees will cooperate with Advisory Neighborhood Commission 6B ("ANC") to address any alleged violation of the laws and regulations and in any request by the ANC that the appropriate enforcement agency investigate any alleged violation,

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- c. That the Applicant will not divide a manufacturer's package of more than one container of beer, malt liquor, or ale to sell an individual container of the package if the container is less than 70 ounces or less,
- d. That the Applicant will not sell, give, offer, expose for sale, or deliver an individual container of beer, malt liquor, or ale if the container is 70 ounces or less, as well as spirits (liquor) sold in half-pints or smaller volumes,
- e. That the Applicant will not allow the illegal public consumption of alcohol in or around its immediate area and will participate in an ABC Board-approved course in alcoholic beverage sales management,
- f. That the Applicant will not sell or provide cups or single servicing of ice,
- g. That the Applicant will not sell alcohol before or after ABC regulated hours,
- h. That the Applicant agrees to post this Cooperative Agreement, alongside his ABC license.

Any change from this model concerning later hours shall be considered by both Parties to be a substantial change in operation of great concern to residents and requires prior approval by the ABC Board.

3. *Hours of Operation and Sales.* The Applicant's hours of operation shall be as follows:

For Class A applicants, the sale of alcohol shall be restricted to the following hours:

- ~~8:30AM~~ 1. ~~9:00~~ a.m.-9:00 p.m. Monday – Friday
- 2. 11:00 a.m.-8:00 p.m. Saturday

4. *Signage, Noise and Privacy.* Applicant will strictly comply with D.C. Official Code § 25-725 and take all necessary actions to ensure noise in and around its immediate area is not audible within the adjacent residential or commercial properties. Applicant will prohibit and prevent loitering, rowdiness, criminal activity, and panhandling within 100 feet of the establishment by:

- a. maintaining a "No Loitering/Panhandling" sign on the outside of the establishment, and
- b. posting 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,
 - 2. The obligation of the patron to produce a valid identification document in order to purchase alcohol, and
- c. requesting loiterers to move on whenever they are observed outside of the establishment, and

- d. calling the Metropolitan Police Department (MPD) to remove loiterers if they refuse Applicant's request to move on or if illegal activity is observed, and
 - e. keeping a written record of dates and times when the MPD was called for assistance. Applicant's log shall be provided to the 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, and
 - f. opposing the installation of payphones outside the establishment, and
 - g. applicant will ensure timely disposal of trash that is the least disruptive to the neighbors and that commercial trash pick up will only take place between 7 a.m.-7 p.m.
5. ***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 alley way behind the subject premises) adjacent to the establishment in a clean and litter-free condition by:
- a. Exercising due diligence to prevent and/or rid vermin infestation in and around establishment, including following, minimally the recommendations and guidelines of the Vector Control Division of the Department of Public Works
 - b. Picking up trash, including beverage bottles and cans, and all trash daily on a regular basis
 - c. Maintaining regular trash removal service. Obtain a dumpster to be placed in the rear of the building ensuring that the area around the dumpster is kept clean at all times. Garbage area can not encroach on abutting properties and timely disposal of commercial trash pick up takes place between 7 a.m.-7 p.m.
 - d. Removing snow and/or ice from sidewalks fronting (includes sidewalks on the sides of corner buildings) within time limits set by the District of Columbia for such snow and/or ice removal
 - e. Planting, watering, and generally tending to tree boxes directly in front of the subject premises, if any.
6. ***Security Cooperation in Stemming Illegal Drugs and Public Drinking.*** Applicant agrees that it shall take all necessary steps to minimize such problems, including, without limitation, designating a sufficient number of employees to control unruly patrons. Applicant shall to the full extent permissible by law discourage loitering in the front of the Premises at all times when the Establishment is open to the public, and shall request that any individuals who are simply loitering are asked to move along.
7. ***License Ownership and Compliance with ABRA Regulations.*** Applicant promises to abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees. This agreement will remain in full force and effect in event applicant sells this

business.

8. **Participation in the Community.** Applicant agrees to seek to maintain open communication with the community for which the ANC acts. To this end, Applicant shall from time to time be represented at ANC 6B public meetings, which currently occur on the second Tuesday of each month at 7 p.m. at the Old Naval Hospital, 921 Pennsylvania Avenue, SE, Washington, D.C. 20003. Applicant, upon notice from the ANC, shall send a representative of the Establishment to a meeting(s) to confer and deal in good faith with issues raised under this Agreement,

9. **Notice and Opportunity to Cure.** In the event that any of the parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If Applicant or the licensee fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30-days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt:

IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.

Applicant

Congressional Liquors
404 1st Street, SE
Washington, DC 20003
Attn: ~~Song S. Choe~~ Jung S. Kim
(phone) (202) 547-1600 Owner
(fax) (202) 547-1433



ANC:
Advisory Neighborhood Commission 6B
921 Pennsylvania Avenue, SE
Washington, DC 20036
Attn: David F. Garrison, Chair
(202) 543-3344
(202) 543-3507 (fax)



David F. Garrison
Chairperson