

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

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In the Matter of:)	
)	
Selam, Inc.,)	
t/a Kelly's Liquor)	
)	
Renewal Application for Retailer's)	
Class A License)	License No. 78335
)	Order No. 2009-241
at premises)	
415 H Street, N.W.)	
Washington, D.C. 20002)	
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Selam, Inc., t/a Kelly's Liquor, Applicant

Tony Richardson, Commissioner, Advisory Neighborhood Commission (ANC) 6C,
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 (the "Board") reflect that Selam, Inc., t/a Kelly's Liquor, ("Applicant") for Renewal of a Retailer's Class A license located at 412 H Street, N.W., Washington D.C., and ANC 6C, (the "Parties") have entered into a Voluntary Agreement (Agreement) dated September 1, 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 Commissioner Richardson are signatories to the Agreement.

Selam, Inc.
t/a Kelly's Liquor
License No. 78335
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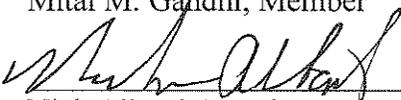
Accordingly, it is this 30th day of September 2009, **ORDERED** that:

1. The Application filed by Selam, Inc., t/a Kelly's Liquor for a Retailer's Class A license located at 415 H Street, N.W., 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 The Protest in this matter is hereby **WITHDRAWN**,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 6C.

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.

District of Columbia Government
 Advisory Neighborhood Commission 6C
 Box 77876
 Washington, DC 20013

Class A and Class B Liquor License Cooperative Agreement

Made this 1st day of September, 2009, by and between

SELAM, INC.
 t/a KELLY'S LIQUOR (Class "A" Licensee)
 FETLEWORKS, ABDI
415 H STREET, N.E.

Washington, DC 20002

("Applicant")

ABRA 079335
 and

Advisory Neighborhood Commission 6C

Preamble

Through this agreement, both parties aim to create an environment whereby the applicant may operate as a viable contributing business to the ANC 6C community, while concurrently curtailing any adverse effects 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

The applicant agrees to work regularly with the ANC 6C, 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 6C acknowledges that this Cooperative Agreement shall be presented to all Class "A" applicants within the boundaries of ANC 6C. To the greatest extent possible, the ANC will not insist upon or allow any significant changes to this Cooperative 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 have agreed that it is in all the parties' best interests to standardize the requirements for the operation of Class A establishments within the boundaries of ANC 6C. The community and merchants understand and agree that the changes imposed upon the operations of all licensees 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. It is the intent, therefore, of ANC 6C, to level the playing field through the implementation of this standardized Cooperative Agreement.

Witnessed

Whereas, Applicant's premises is within the boundaries of ANC 6C; and,

Whereas, the parties desire to enter into an agreement governing certain requirements and understandings regarding the issuance of Retailer's Class "A" Liquor License at the subject premises; 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 residential districts) and their adjacent neighborhoods that are safe, clean, and "pedestrian friendly."

The Parties Agree As Follows:

1. Ban on Sale/Provision of Other Items:

A. Single Cigarettes:

- 1) Applicant shall not sell, give, offer, expose for sale, or deliver individual single cigarettes.

B. "Go-cups":

- 1) Applicants shall not sell, give, offer, expose for sale, or deliver "go-cups" or servings of plain ice in a cup.
- 2) Per the Alcoholic Beverage regulations, a "go-cup" is 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."

C. Products associated with illegal drug activity:

- 1) Applicant agrees to not sell, give, offer, expose for sale, or deliver products associated with illegal drug activity.
- 2) These items are defined as: "cigarette rolling papers, pipes, needles, small bags, or any other items which may be regarded as drug paraphernalia."

D. Applicant will not apply for exemption to the Ward 6 Single Sale Ban.

2. Hours of Operation for Sales of Alcohol:

A. For Class A applicants, the sale of alcohol shall be during the hours as listed on application:

- 1) 9:00 a.m. – 10:00 p.m. Monday – Saturday

2.) Exception to ABC extended hours during holidays

(TR) F-A

3. Public Space Cleanliness and Maintenance/ Deliveries:

A. 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:

- 1) Picking up trash, including beverage bottles and cans, and all other trash throughout the course of business.
- 2) Exercising due diligence to prevent and/or rid vermin infestation in and around the establishment, including following, minimally, the recommendations and guidelines of the Vector Control Division of the Department of Public Works.
- 3) Planting, watering, and generally tending to tree boxes directly in front of the subject premises, if any.
- 4) Maintaining regular trash removal service. Ensure that the trash and dumpster area(s) remain clean.
- 5) Remove 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.
- 6) Promptly remove graffiti written on the exterior walls of the property. Promptly is defined as within two (2) weeks of graffiti's appearance.

B. All deliveries will be made on H Street at no time will deliveries be made in the alley rear of establishment. Deliveries will be made during daytime business hours. Applicant will make an effort to avoid evening and week-end deliveries when possible.

4. Signage/Loitering/Illegal Activity:

A. Applicant will not, directly or indirectly, sell or deliver alcohol to any intoxicated person, or to any person of intemperate habits, or to any person who appears to be intoxicated. A person of intemperate habits shall be defined as any person arrested or cited for alcohol-related offences by the Metropolitan Police Department for any alcohol-related crime three times or more in any one year and who has been so identified to the licensee by the Metropolitan Police Department by giving a photo and name to the licensee.

B. Applicant shall make every effort to prohibit and prevent loitering and criminal activity on or in front of the establishment premises, to include:

- 1) Posting a sign kept in good repair, a sign requesting customers to not contribute to panhandlers,
- 2) Asking loiterers to move on whenever they are observed outside the establishment,

- 3) Calling the Metropolitan Police Department (MPD) to remove loiterers if they refuse Applicant's request to move on,
 - 4) Calling the Metropolitan Police Department if illegal activity is observed,
 - 5) Keeping a written record of dates and times (i.e. log) 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.
- C. Applicant agrees to post signs kept in good repair in highly visible locations that announce the following:
- 1) No loitering
 - 2) No panhandling.

5. Reporting to ANC 6C:

- A. Applicant must appear before the ANC 6C Alcohol Beverage Licensing Committee two (2) months prior to their Class A license expiration date to discuss issues and concerns related to the prior two years operations, and the impending renewal of their license.
- B. If the applicant decides to sell DC lottery tickets the applicant must notify the ANC in writing 30-days prior to effective selling date.

6. Regulations:

- A. In addition to the requirements of this agreement, applicant will operate in compliance with all applicable laws and regulations.

7. Miscellaneous:

- A. Applicant shall deny support of the installation of pay phones around the establishment (externally).
 - B. Applicant will consider participation in a Business Improvement District program.
- C. If the Applicant wishes to operate a check cashing business on the premises the Applicant agrees to seek ANC approval. Notwithstanding the above, this ANC agrees that it will not discriminate in the application of the terms of this Voluntary Agreement.

8. Enforcement:

- A. If any party hereto believes in good faith that the applicant is in violation of this agreement, written notice specifying the alleged violation 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 6C Commission agree to enter into this agreement. If the applicant should breach the conditions of this agreement, it is understood by all parties that the ANC 6C, and/or its committees, or others shall immediately 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:

By: Mrs. FETLEWORK S. ABDI

Date: 09-01-2009

Signature: FSA

ABC Board-Licensed Manager:

By: _____

Date: _____

Signature: _____

Advisory Neighborhood Commission 6C

By: M. Tony Richardson

Date: 9.1.09

Signature: M. Tony Richardson