THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:	)	
	)	
Eun's Market, Inc.	)	
t/a Congress Market	)	
	)	
Application to Renew a Retailer's	)	License No. 60807
Class B License – at premises	)	Case No. 60807-09/022P
	)	Order No. 2009-064
	)	
421 East Capitol Street, S.E.	)	
Washington, D.C. 20003	)	
	)	

Eun's Market, Inc., t/a Congress Market, Applicant

Julie Olson, Chair, Advisory Neighborhood Commission, ANC 6B, Protestants

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ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST

The Application to renew its Retailer's Class B License, filed by Eun's Market, Inc., t/a Congress Market, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call hearing on January 12, 2009, in accordance with D.C. Official Code § 25-601 (2001). Julie Olson, Chair, Advisory Neighborhood Commission 6B (ANC 6B), filed timely opposition by letter dated December 10, 2008.

The official records of the ABC Board reflect that the Applicant and the Protestants have reached an Agreement dated January 31, 2009 which has been reduced to writing and has been properly executed and filed with the Board. Subject to approval of the Board, the Applicant agrees to adopt and comply with all terms of the Agreement and ANC 6B agrees to withdraw its protest.

Accordingly, it is this 18th day of March 2008, Ordered that:

1. The Application by Eun's Market, Inc., t/a Congress Market to renew its Retailer's Class "B" License at 421 East Capitol Street, S.E., is **GRANTED** and the protest of ANC 6B is **WITHDRAWN**;

3. The Voluntary Agreement is **INCORPORATED** as part of this Order; and

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

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 (VOLUNTARY) AGREEMENT

THIS VOLUNTARY AGREEMENT ("Agreement") is made on this 31st day of January, 2009 by and between Part & Song, Inc., t/a Congress Market ("Applicant"), and Advisory Neighborhood Commission 6B, Collectively, the "Parties").

W I T N E S S E T H

WHEREAS, Applicant's application for issuances of a Retailer's Class "B" License, 421 East Capitol St, 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 "B" 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 B license under the following provisions:

   a. That the Applicant will comply with all laws and regulations governing the operations of the establishment at 421 East Capitol St, SE, within the District of Columbia, including the laws and regulations governing the Class B (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,

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:

a. For Class A applicants, the sale of alcohol shall be restricted to the following hours:
   1. 9:00 a.m.-10:00 p.m. Monday – Friday
   2. 9:00 a.m.-10:00 p.m. Saturday

b. For Class B applicants, the sale of alcohol shall be restricted to the following hours:
   1. 9:00 a.m. -10:00 p.m. Monday – Friday
   2. 9:00 a.m. -10:00 p.m. Saturday
   3. 10:00 a.m.- 8:00 p.m. Sunday

4. ***Sinage, Noise and Privacy.*** Applicant will strictly comply with D.C. Official Code § 25-725 and 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, rowidness, 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 ~~Part~~ Park & Song, Inc.
Congress Market
421 East Capitol St, SE
Washington, DC 20003
Attn: CHAN SOO PARK
(phone) 202-544-7805
(fax) 202-544-7585

Owner

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

~~Julie Olson~~ DAVID F. GARRISON
Chairperson

BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:	)	
Congress Market, Inc. t/a Congress Market	)	
Application for a Retailer's License Class B - renewal at premises 421 East Capitol Street, S.E. Washington, D.C.	)	App. No. 4735

Thomas Wells, Chair, Advisory Neighborhood Commission 6B, Signatory

Yi Ja Yi, Signatory

BEFORE: BARBARA L. SMITH, ESQUIRE, CHAIR;1/
DENNIS BASS, MEMBER;
ALLEN BEACH, MEMBER;
MARY EVA CANDON, ESQUIRE, MEMBER;
LAVERNE KING, MEMBER;
EYDIE WHITTINGTON, MEMBER;
DUANE WANG, MEMBER

ORDER ON VOLUNTARY AGREEMENT

This matter came before the Board for approval on March 25, 1998. The signatories to the attached voluntary agreement, dated March 10, 1998, submitted the agreement to the Board in accordance with 23 DCMR Section 1513, June 1997.

The Board, having determined that the agreement complies with all applicable laws and regulations and that the Applicant otherwise qualifies for licnsure, does hereby this 26th day of August, 1998, **APPROVE** the license application conditioned on the applicant's compliance with the terms of the voluntary agreement and **INCORPORATES** the text of the same into this Order.

1/ Barbara Smith is no longer a member of the ABC Board.

DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL
BOARD

Barbara L. Smith, Esquire, Chair

Dennis Bass, Member

Allen Beach, Member

Mary Eva Candon, Esquire, Member

Laverne King, Member

Duane Wang, Member

Eydie Whittington

AGREEMENT

Made this 10 day of March 1998, by and between Congress Market, Inc., t/a Congress Market, (the Applicant), and Advisory Neighborhood Commission 6B, (the ANC).

WITNESSETH

WHEREAS, Applicant's application for a Retailers' Class "B" license for premises, 421 East Capitol Market SE, ABC Application #4735, is now pending before the District of Columbia Alcoholic Beverage Control Board (ABC Board); 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 Retailers' Class "B" Liquor License at the subject premises; and,

WHEREAS, the parties agree that the sale of single containers of beer, of 40 ounces or less, is associated with alcoholism, the illegal public consumption of alcohol, which, in turn, is associated with violence and other harmful and offensive behavior, including aggressive panhandling, and with the accumulation of destructive and publicly costly trash and litter; and,

WHEREAS, the ability of the District of Columbia government to provide essential public services is compromised by the failure of businesses and individuals to pay their financial obligations to the government in a full and timely manner; and,

WHEREAS, the strict enforcement of health, safety, and security regulations enhances compliance with such regulations, and, in turn, preserves and enhances the peace, order, and quiet of communities within the District of Columbia; and,

WHEREAS, the Applicant hereby certifies that it does not owe more than $100 to the District of Columbia government as the result of any fine, fee, penalty interest or past due tax;

WHEREAS, Applicant declares that ending the sale of all single containers of beer of 40 or fewer ounces (which Applicant declares make up approximately 5 % of the Applicant's sales of alcoholic beverages) will result in financial hardship and will severely limit the successful operation of the Applicant's business;

Applicant will not offer for sale single containers of beer of 15 or fewer ounces.

1. Applicant will prohibit and prevent loitering and panhandling within 100 feet of the establishment by:

a. posting a "No Loitering/No Panhandling" sign on the outside of the establishment;

b. posting a sign inside requesting customers not to contribute to panhandlers;

c. asking loiterers to move on whenever they are observed outside the establishment;

d. calling the MPD to remove the loiterers if they refuse Applicant's request to move on;

e. keeping a written record of dates and times when the MPD is called for assistance; and

f. not installing an outdoor payphone outside the establishment, and by opposing the efforts any other party to install an outdoor payphone on or adjacent to the establishment;

2. Applicant will maintain the public space adjacent to the establishment in a clean and litter-free condition by:

a. picking up trash, including beverage bottles and cans, on a daily basis, or more often if required.

b. sweeping the outside of the establishment on a daily basis, or more often if required.

3. Applicant will participate in an ABC Board-approved course in alcoholic beverage sales.

4. In consideration of, and reliance upon, the commitments reflected in paragraph 1-4, the ANC hereby agrees not to protest the applicant's pending license application.

5. The parties further agree that any failure of Applicant to adhere to the foregoing commitment would constitute grounds for the ANC to petition the ABC Board for issuance of an order to show cause pursuant to 23 D.C.M.R. 1513.5.

IN WITNESS WHEREOF, the parties have affixed hereto their hands and seals.

APPLICANT: ANC 6B:

By:_____ By:_____