

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

In the Matter of:)	
)	
Capit-Oh Hill Supreme Corporation)	
t/a Capitol Supreme Market)	
)	
Holder of a)	License No. ABRA-076858
Retailer's Class B License)	Order No. 2014-446
)	
at premises)	
501 4 th Street, S.E.)	
Washington, D.C. 20003)	
)	

Capit-Oh Hill Supreme Corporation, t/a Capitol Supreme Market (Licensee)

Brian Flahaven, Chairperson, Advisory Neighborhood Commission (ANC) 6B

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

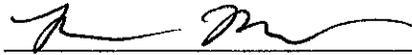
The official records of the Alcoholic Beverage Control Board (Board) reflect that Capit-Oh Hill Supreme Corporation, t/a Capitol Supreme Market, (Licensee), and ANC 6B have entered into a Settlement Agreement (Agreement), dated October 14, 2014, that governs the operation of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Brian Flahaven, on behalf of ANC 6B, are signatories to the Agreement.

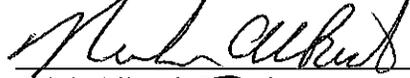
Accordingly, it is this 12th day of November, 2014, **ORDERED** that:

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 6B.

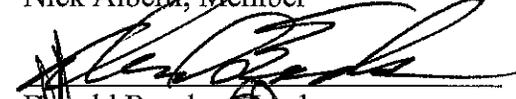
District of Columbia
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



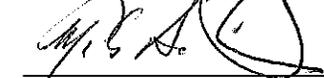
Nick Alberti, Member



Donald Brooks, Member



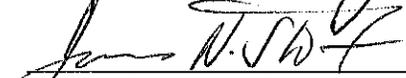
Herman Jones, Member



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).

SETTLEMENT AGREEMENT

This Settlement Agreement is made on the 14 day of October, 2014 by and between Capitol Supreme Market and Advisory Neighborhood Commission 6B.

WHEREAS, Applicant's renewal for a Retailer's Class B license ABRA-076858 is now pending before the District of Columbia Alcoholic Beverage Control Board; and,

WHEREAS, the premises located 501 4th 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 the license; and

WHEREAS, the Parties are desirous of entering into a Settlement 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. The Applicant will comply with all laws and regulations governing the operations of the establishment.
 - 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 discourage 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 of concern to neighboring residents and businesses.

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

Monday – Saturday 10:00 a.m - 10:00 p.m.
Sunday 9:00 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 upon request, 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:

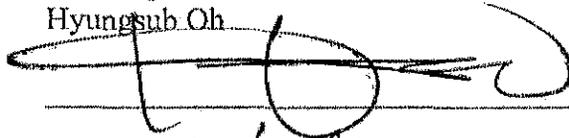
- a. Exercising due diligence to prevent and or rid vermin infestation in and around the establishment, including following the recommendations and guidelines of the Vector Control Division of the Department of Public Works.

- 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

Capit-Oh Hill Hill Supreme Corp.
Capitol Supreme Market
501 4th Street, SE
Washington, DC 20003
Hyungsub Oh



Date: 10/14/2014

ANC

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

Chair



10/19/14

ANC 6B

Capitol Hill / Southeast

October 17, 2014

921 Pennsylvania Avenue SE
Suite 305
Washington, DC 20003-2141
202-543-3344 (office)
202-543-3507 (fax)
office@anc6b.org

Ruthanne Miller, Chair
Alcoholic Beverage Control Board
2000 14th Street NW, Suite 400S
Washington, DC 20009

Executive Director
Susan Eads Role

VIA E-MAIL: janea.raines@dc.gov

RE: ABRA-076858, Capitol Supreme Market, 501 4th Street SE, Renewal

OFFICERS

Chair
Brian Flahaven

Vice-Chair
Ivan Frishberg

Secretary
Nichole Opkins

Treasurer
Brian Pate

Parliamentarian
Philip Peisch

Dear Ms. Miller:

At its regularly called, properly noticed meeting on October 14, 2014, with a quorum present, Advisory Neighborhood Commission (ANC) 6B voted 7-0-1 to support the above-referenced request.

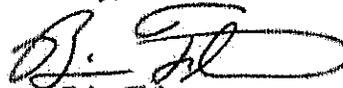
For your review and approval, please find enclosed a Settlement Agreement, which was executed by both parties.

Please contact Commissioner Sara Loveland, ANC 6B's Alcohol Beverage Control Committee Chair, at 202-330-8745 or sara6b07@anc6b.org if you have questions or need further information. Thank you.

COMMISSIONERS

SMD 1 *Vacant*
SMD 2 *Ivan Frishberg*
SMD 3 *Philip Peisch*
SMD 4 *Kirsten Oldenburg*
SMD 5 *Brian Pate*
SMD 6 *Nichole Opkins*
SMD 7 *Sara Loveland*
SMD 8 *Chander Jayaraman*
SMD 9 *Brian Flahaven*
SMD 10 *Francis Campbell*

Sincerely,



Brian Flahaven
Chair

Enclosure

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

<hr/>)	
)	
Capitol Supreme, Inc.)	
t/a Capitol Supreme Market)	
)	
Application to Renew its)	License No. 24915
Retailer's Class B License)	Order No. 2009-032
at premises)	
)	
504 4th Street, S.E.)	
Washington, D.C. 20003)	
<hr/>)	

Capitol Supreme, Inc. t/a Capitol Supreme Market, Applicant

David Garrison, Chairperson, Advisory Neighborhood Commission 6B

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

The official records of the Alcoholic Control Board (Board) reflect that Capitol Supreme, Inc. t/a Capitol Supreme Market, Applicant to renew its new Retailer's B license located at 501 4th Street S.E., Washington D.C., and David Garrison, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 6B, (collectively, the Parties) have entered into a Voluntary Agreement (Agreement) dated January 22, 2009 setting forth the terms and conditions that govern the operation of the Applicant's establishment.

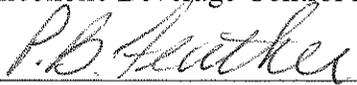
The Agreement, among other things, authorizes hours of operation from 7:00 a.m. to 10:00 pm, Monday through Sunday. The hours for sale and service of alcoholic beverages are from 9:00 a.m. to 10:00 p.m. on Monday through Saturday and from 10:00 a.m. to 8:00 p.m. on Sunday. The Applicant is prohibited from selling single containers of beer, malt liquor, or ale 70 ounces or less as well as spirits sold in half-pints or smaller volumes. The Agreement has been reduced to writing and has been properly executed and filed with the Board. Both the Applicant and Commissioner Garrison are signatories to the Agreement.

Capitol Supreme, Inc.
t/a Capitol Supreme Market
License No. 24915
Page Two

Accordingly, it is this 11th day of February 2009, **ORDERED** that:

1. The above-referenced Voluntary Agreement between Capitol Supreme, Inc. t/a Capitol Supreme Market located at 501 4th Street, S.E., Washington, D.C., and ANC 6B to govern the operations of the Applicant's establishment is **APPROVED**;
2. This Agreement is **INCORPORATED** as part of this Order; and
3. Copies of this Order shall be sent to the Applicant and to ANC 6B.

District of Columbia
Alcoholic Beverage Control Board

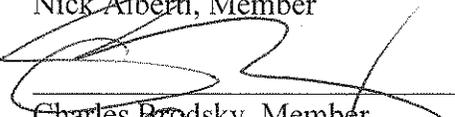


Peter B. Feather, Chairperson

Mital M. Gandhi, Member



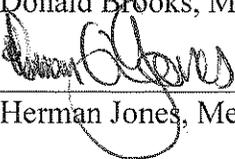
Nick Alberti, Member



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 22 day of January, 2009 by and between Capit-Oh Hill Hill Supreme Corp., t/a Capitol Supreme Market ("Applicant"), and Advisory Neighborhood Commission 6B, Collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant's application for issuances of a Retailer's Class "B" License, 501 4th 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 "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 501 4th Street, 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 Capit-Oh Hill Hill Supreme Corp.
Capitol Supreme Market
501 4th Street, SE
Washington, DC 20003
Attn: Hyungsub Oh

(phone)
(fax)



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:

Capitol Supreme, Inc.
t/a Weisfeld's

Application for a Retailer's License
Class B - renewal
at premises
501 4th Street, S.E.
Washington, D.C.

App. No. 1649

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

Jae In Lee, 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 16, 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 licensure, 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

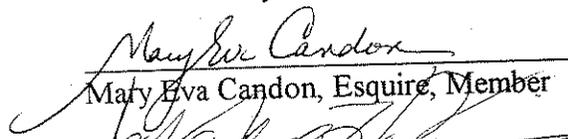
Barbara L. Smith, Esquire, Chair



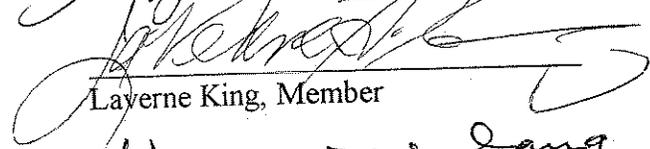
Dennis Bass, Member



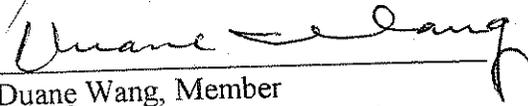
Allen Beach, Member



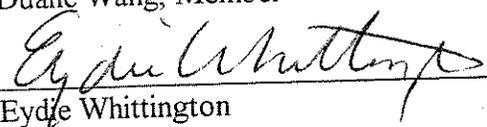
Maty Eva Candon, Esquire, Member



Laverne King, Member



Duane Wang, Member



Eydle Whittington

980317008

R/C 4/1/98

1649

AGREEMENT

Made this 16th day of March 1998, by and between Capitol Supreme, Inc. t/a Weisfeld's, (the Applicant) and Advisory Neighborhood Commission 6B, (the ANC).

WITNESSETH

WHEREAS, Applicant's application for a Retailer's Class "B" license for premises, 501.4th Street SE, ABC Application #1649, 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 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;

NOW, THEREFORE, the parties agree as follows:

1. Applicant will not offer for sale single containers of beer (for consumption off the store's premises).
2. In consideration of, and reliance upon, the commitments reflected in paragraph 1, the ANC will not oppose applicant's pending license application.
3. 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: 

AGREEMENT

Made this 16th day of December 1995, by and between Weisfield Market, Inc., (the Applicant) and Advisory Neighborhood Commission 6B, (the ANC).

WITNESSETH

WHEREAS, Applicant's application for a Retailer's Class "B" license for premises, 501 4th Street S.E., ABC Application #1649, 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 issuance of a Retailer's Class "B" Liquor License at the subject premises;

NOW, THEREFORE, the parties agree as follows:

1. Applicant will not offer for sale single containers of beer (for consumption off the store's premises).

2. In consideration of, and reliance upon, the commitments reflected in paragraph 1, the ANC ~~will~~ ^{hereby} withdraws its opposition to Applicant's pending license application.

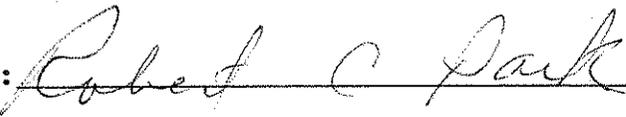
3. The parties further agree that any failure of Applicant to adhere to the foregoing commitment would con-

stitute 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.

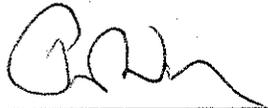
Weisfield Market, Inc.

By:



ADVISORY NEIGHBORHOOD COMMISSION 6B

By:



Peter Waldron
Chair