

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

**In the Matter of:** )  
)  
Lim Enterprises Corp., )  
t/a Press Liquors )  
)  
Application for Single Sales )  
Exception to a Retailer's )  
Class A License )  
)  
at premises )  
525 14<sup>th</sup> Street, N.W. )  
Washington, D.C. 20004 )  
)

License No.: 76197  
Order Number: 2009-182

Lim Enterprises, Corp., t/a Press Liquors

Charles Reed, Chair, Advisory Neighborhood Commission (ANC) 2F

**BEFORE:** Peter B. Feather, Chairperson  
Mital M. Gandhi, Member  
Nick Alberti, Member  
Charles Brodsky, Member  
Donald Brooks, Member  
Herman Jones, Member

**ORDER ON APPLICATION FOR EXCEPTION TO SINGLE SALES  
RESTRICTION AND VOLUNTARY AGREEMENT**

The official records of the Alcoholic Control Board (Board) reflect that Lim Enterprises, Corp., t/a Press Liquors, Applicant for Exception to Single Sales Restriction, located at 525 14th Street, N.W., Washington D.C., and Charles Reed, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 2F, (collectively, the Parties) have entered into a Voluntary Agreement (Agreement) dated March 4, 2009, setting forth the terms and conditions that govern the operation of the Applicant's establishment and incorporating an agreement to waive the single sales restriction.

The Applicant does not have any primary or secondary tier violations within 12 months preceding the date of the application and the ANC supports this request, as demonstrated in the Voluntary Agreement among the Parties to waive the single sales restriction for this establishment subject to the terms and conditions therein. For these reasons, the Board finds no significant adverse community impacts and grants the Application. The Agreement has been reduced to writing and has been properly executed

**Lim Enterprises Corp.**  
**t/a Press Liquors**  
**License No.: 76197**  
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and filed with the Board. Both the Applicant and Chairperson Reed are signatories to the Agreement.

Accordingly, it is this 15<sup>th</sup> day of July 2009, **ORDERED** that:

1. The Application filed by Lim Enterprises Corp., t/a Press Liquors for an Exception to the Single Sales Restriction at the location of 525 14<sup>th</sup> Street, N.W., 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; and

3. Copies of this Order shall be sent to the Applicant and to ANC 2F.

District of Columbia  
Alcoholic Beverage Control Board

  
\_\_\_\_\_  
Peter B. Feather, Chairperson

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Mital M. Gandhi, Member

  
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Nick Alberti, Member

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Charles Brodsky, Member

  
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Donald Brooks, Member

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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.

**VOLUNTARY AGREEMENT**

THIS VOLUNTARY AGREEMENT (“Agreement”) is made as of the 4th day of March, 2009, by and between Lim Enterprises Corp. dba Press Liquors, 525 14th Street NW, Washington, DC 20004, D.C. liquor license number 76197, Class A Retail (the “Licensee”), and Advisory Neighborhood Commission 2F (the “ANC2F”).

**WITNESSETH**

**WHEREAS**, the parties desire to enter into a Voluntary Agreement regarding certain operations of the Licensee and to memorialize their agreement concerning an exception to legislation banning single sales of alcoholic beverages,

**NOW, THEREFORE**, in consideration of the premises above recited, and the covenants and promises set forth below, the parties agree as follows:

1. **Hours of Operation.** The Licensee’s premises being located in a business district where there are no residential tenancies nearby, Licensee’s hours of operation may be those set as the maximum permitted by the liquor laws of the District of Columbia
2. **Public Space and Trash.** The Licensee shall monitor on a daily basis the sidewalk (up to and including the curb area), alley (if any), the store entry way and other immediately adjacent areas, cleaning them and keeping them free of all litter, bottles, trash and other debris.
3. **Loitering and Public Drinking.** Licensee shall make reasonable efforts to discourage loitering and public drinking in the vicinity of its premises, and shall notify

4. **License Ownership.** Licensee agrees to abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license. Licensee further agrees that no sale or transfer of its license shall become effective (a) without first giving ANC 2F 30 days notice in advance of such sale and disclosing in such notice the identity of the transferee and any person directly or indirectly having a 5% or more interest in such transferee, and (b) requiring that as a condition of such transfer, the transferee agree to execute this Agreement and to be bound by its terms.

5. **Community Affairs.** Licensee shall make reasonable efforts to liaise with the community served by the ANC, by receiving notices of the meetings of the ANC and of the Logan Circle Community Association, (“LCCA”) joining from time to time in community affairs, and attending meetings of the ANC when specifically requested to do so and otherwise as Licensee may deem appropriate.

6. **Single Sales of Alcoholic Beverages.** Licensee’s premises are located in a business district of the city where there are no permanent residential properties nearby. However, there are a number of hotels in the area the guests of which form a significant source of business for licensee. The parties agree that this presents an unusual set of circumstances in which the problems of public consumption of alcohol, littering and crime and safety issues for which D.C. legislation banning certain sales of alcohol in single containers was enacted to combat are not likely to be present if Licensee were excepted from such bans. Accordingly, Licensee may offer and sell alcoholic beverages covered by the Act in DC Code §25-345(b) in single containers (“Singles”) if the

a. Licensee shall not sell or otherwise provide single paper or plastic cups or glasses.

b. Licensee shall not sell or otherwise provide single servings of ice.

c. Licensee agrees that ANC2F may apply to the ABC Board to revoke the exception if, after one year from the date hereof, ANC2F determines that Licensee's sales of Singles are being abused in that they are being consumed in public or their containers are being disposed of in the streets within the community served by ANC2F; such application shall not require a showing that the Licensee is in breach of the Voluntary Agreement, as amended. ANC2F retains all rights to enforce the Voluntary Agreement.

d. Upon execution of this Agreement, ANC2F, acting in accordance with D.C. Code §1-309,10, will advise the ABC Board to grant an exception under D.C. Code § 25-345, subject to the Board's acceptance of this Amendment, and, to the extent permitted by the ABC Board, advise that the Licensee be entitled to sell Singles in accordance with this Amendment pending action by the Board on its acceptance of this Amendment.

e. Licensee shall neither offer nor sell Singles of spirits that are not of high quality. This provision is based upon the finding of ANC 2F that purchasers of low quality spirits Singles are more likely to consume them in public or dispose of the containers in the streets, and licensee agrees with this finding.

7. **Binding Effect.** This Voluntary Agreement shall be binding upon and enforceable against the successors and assigns of the Licensee.
8. **Violations.** In the event of a violation of this Agreement, Licensee shall be notified in writing and given an opportunity to cure such violation within thirty (30) days thereafter before action against Licensee on the basis of such violation may be undertaken (unless it is a third violation or a violation which by nature goes to the health or safety of the public and is a matter of urgency, in which case a lesser cure period may at the election of ANC 2F may be specified). A material violation of this Agreement or the liquor laws of the District of Columbia by Licensee, which has not been corrected within the period for cure, shall constitute cause for seeking a Show Cause Order from the ABC Board.
9. **Notices.** Any notice required to be made under this Agreement shall be in writing and mailed by certified mail, sent by facsimile using a device which indicates receipt on sender's copy, or hand-delivered, to the other party to this Agreement. Mailed notice shall be deemed effective when mailed.

Notice is to be given as follows:

If to Licensee, to:

Press Liquors  
525 14th Street NW,  
Washington, DC 20004

If to ANC 2F, to:

Advisory Neighborhood Commission 2F  
P.O. Box 9348 – Mid-City Station  
Washington, D.C. 20005  
With email copy to Chairperson, ANC 2F

(currently, Charles D. Reed [creed@kgrmlaw.com](mailto:creed@kgrmlaw.com) )

The parties shall provide each other with the fax and email information. The parties may change the notice address listed above by written notice to the other party. Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the Alcoholic Beverage Control Board.

10. **Counterparts.** This agreement may be signed in one or more counterparts, which together shall for a single agreement.

**IN WITNESS WHEREOF**, the parties affix hereto their hands and seals on the year and day first above-written.

Lim Enterprises Corp.

By: 

Advisory Neighbor Commission 2F

By:   
Charles D. Reed

Press Liquors, License #76197:

### **INVESTIGATIVE HISTORY**

1. 2/27/08: Case #12606, Limitation on Container. Citation #00762 issued on 2/27/08. Citation paid on March 14, 2008.
2. 1/10/08: Case #12335, selling unauthorized # of miniatures. On February 27, 2008, the Board determined that a citation is to be issued by staff.