

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

**In the Matter of:** )

Andy Lee Liquor, Inc. )

Applicant for a New )  
Retailer's Class A )

at premises )  
914 H Street, N.E. )  
Washington, D.C. 20002 )

Case No. 14-PRO-00028  
License No. ABRA-093550  
Order No. 2014-255

Andy Lee Liquor, Inc. (Applicant)

Jay Williams, Chairperson, Advisory Neighborhood Commission (ANC) 6A

**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 AND  
WITHDRAWAL OF PROTEST OF ANC 6A**

The Application filed by Andy Lee Liquor, Inc. for a new Retailer's Class A License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on April 14, 2014, and a Protest Status Hearing on May 21, 2014, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 6A have entered into a Settlement Agreement (Agreement), dated May 20, 2014, 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 Commissioner Jay Williams, on behalf of ANC 6A, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 6A.

Accordingly, it is this 18<sup>th</sup> day of June, 2014, **ORDERED** that:

1. The Application filed by Andy Lee Liquor, Inc. for a new Retailer's Class A License, located at 914 H Street, N.E., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 6A in this matter is hereby **WITHDRAWN**;
3. The above-referenced Settlement Agreement 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 3 (Public Space Cleanliness and Maintenance) – The Subsection e shall be removed: “Planting, watering and generally tending to tree boxes directly in front of the subject premises, if any.”

Section 6 (Miscellaneous) – The Subsection e shall be removed: “Applicant will operate in compliance with all applicable DC laws and regulations.”

The parties have agreed to these modifications.

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

District of Columbia  
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



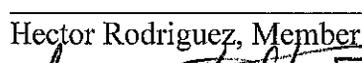
Donald Brooks, Member



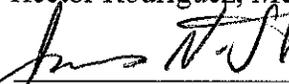
Herman Jones, Member



Mike Silverstein, Member



Hector Rodriguez, Member



James Short, Member

I recuse myself from the Board's decision.



Nick Alberti, 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 14<sup>th</sup> Street, N.W., Suite 400S, Washington, D.C. 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).



Made this 20th day of May, 2014

by and between

**Andy Lee Liquor, Inc. (Trade Name TBD) (ABRA #093350)**  
914 H Street, NE  
Washington DC 20002

and

**Advisory Neighborhood Commission 6A**

### **Preamble**

Through this agreement, both parties aim to create an environment whereby Applicant may operate as a viable contributing business to the ANC 6A community, while concurrently curtailing any adverse effects a business such as Applicant's could have on the surrounding neighborhood. This agreement applies to Class A liquor licenses that permit the retail sale of beer, wine, and spirits for off-premises consumption, and Class B liquor licenses that permit the retail sale of beer and wine for off-premises consumption.

Applicant agrees to work regularly with ANC 6A, 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 6A acknowledges that this Settlement Agreement shall be presented to all Class "A" and Class "B" applicants within the boundaries of ANC 6A. To the greatest extent possible, the ANC will not insist upon or allow any significant changes to this Settlement 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 and Class B establishments within the boundaries of ANC 6A. 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.

### **Witnesseth**

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

Whereas, the parties desire to enter into an agreement governing certain requirements and understandings regarding the issuance of a Retailer's Class "A" or Class "B" Liquor License at the subject premises; and,

Settlement Agreement between Andy Lee Liquor, Inc. and ANC6A

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. **Requirements for Sale/Provision of Single Containers of Alcoholic Beverages.**
  - a. Applicant shall not sell, give, offer, expose for sale, or deliver an individual container of beer, malt liquor, or ale in single containers of alcohol of 70 ounces or less.
  - b. Applicant shall not sell, give, offer, expose for sale, or deliver an individual container of wine or fortified wine in a single container with a capacity of less than 750 ml.
  - c. Class B applicants will not sell fortified wine. Fortified wine is defined as wine that exceeds 14% alcohol content.
  
2. **Ban on Sale/Provision of Other Items.**
  - a. Single Cigarettes:
    - i. Applicant shall not sell, give, offer, expose for sale, or deliver individual single cigarettes.
  - b. "Go-cups":
    - i. Applicant shall not sell, give, offer, expose for sale, or deliver "go-cups" or servings of plain ice in a cup.
    - ii. 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:
    - i. Applicant shall not sell, give, offer, expose for sale, or deliver products associated with illegal drug activity.
    - ii. These items are defined as cigarette rolling papers, pipes, needles, small bags, or any other items that may be regarded as drug paraphernalia.
  
3. **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 alleyway behind the subject premises) adjacent to the establishment in a clean and litter-free conditions by:
  - a. Picking up the trash, including beverage bottles and cans, and all other trash a minimum of twice daily (immediately before business hours and once between 5:00 p.m. and 8:00 p.m.).
  - b. Maintaining regular trash and garbage removal service, regularly removing trash from the trash and dumpster area, and seeing that the trash and dumpster area remain clean.
  - c. 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.
  - d. Assisting in maintenance of the curbs in front of the establishment to keep them free of trash, removing snow and ice from the sidewalk, and complying with all applicable D.C. laws and regulation in these respects.
  - e. Planting, watering, and generally tending to tree boxes directly in front of the subject premises, if any.
  - f. Promptly removing graffiti written on the exterior walls of the property. Promptly is defined as within two (2) weeks of graffiti's appearance.
  - g. Requiring the owner and employees not to park on public space between the building and the curb.
  - h. Not locating trash bins, chairs, tables, or other equipment on public space without a valid space permit.

**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 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 post 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,
  - iii. Prohibitions against selling to minors,
  - iv. No panhandling, and
  - v. No loitering.
- c. Applicant shall make every effort to prohibit and prevent loitering and criminal activity on or in front of the establishment premises, to include:
  - i. Posting a sign kept in good repair requesting customers to not contribute to panhandlers,
  - ii. Asking loiters to move on whenever they are observed outside the establishment,
  - iii. Calling the Metropolitan Police Department if illegal activity is observed,
  - iv. Keeping a written record of dates and times (a "call log") when the MPD is called for assistance.
  - v. Upon request of the Board, Applicant's call log shall be provided to the Board during meetings or hearings involving future renewals or contested proceedings involving Applicant's license.
- d. Total signage for alcohol and tobacco products in the front window shall be limited to 25% of the total window space available.
- e. Applicant shall receive, at their request, and at no cost to Applicant, a sign to post within their establishment (provided by the ANC6A ABL Committee) that outlines the primary points of this agreement.
- f. To the extent such lighting is not present on the exterior of the establishment, Applicant will install and maintain high-intensity floodlights on the exterior of its premises so as to fully light any abutting alleyway from dusk until dawn.

**5. Regulations.**

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

**6. Miscellaneous.**

- a. Applicant shall not support the installation of pay phones outside of the establishment on its property. Applicant shall have existing pay phones (if any) removed from their exterior of the establishment at the end of the current contract.
- b. Applicant shall complete an alcoholic beverage server training course.
- c. Applicant certifies that it does not owe more than \$100 to the District of Columbia government as a result of any fine, penalty, or past due tax for more than six months.
- d. Applicant will participate in a Business Improvement District program if one exists.
- e. Applicant will operate in compliance with all applicable DC laws and regulations.

**7. Enforcement.**

- a. Applicant and ANC 6A agree to enter into this Agreement. If Applicant should breach the conditions of this Agreement, it is understood by all parties that ANC 6A and/or its committees shall
- b. immediately file a complaint with the ABC Board, which will be investigated by ABRA's Enforcement Division, and may subject Applicant to a Show Cause proceeding or any other penalty available to the Board under the law.
- b. This Settlement 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.

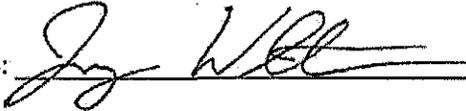
**Applicant:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**Advisory Neighborhood Commission 6A Representative:**

By: Jay Williams, 6A05 Date: 5/23/14

Signature: 

7. Enforcement.

- a. Applicant and ANC 6A agree to enter into this Agreement. If Applicant should breach the conditions of this Agreement, it is understood by all parties that ANC 6A and/or its committees shall immediately file a complaint with the ABC Board, which will be investigated by ABRA's Enforcement Division, and may subject Applicant to a Show Cause proceeding or any other penalty available to the Board under the law.
- b. This Settlement 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: Andy S Lee Date: 5/23/14

Signature: 

Advisory Neighborhood Commission 6A Representative:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

