

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

In the Matter of:)	
)	
MG Liquors, Inc.)	
t/a Barrel House Liquors)	
)	
Application for Renewal of a)	Case No. 15-PRO-00039
Retailer's Class A License)	License No. ABRA-023984
)	Order No. 2015-323
at premises)	
1341 14th Street, N.W.)	
Washington, D.C. 20005)	

MG Liquors, Inc., t/a Barrel House Liquors (Applicant)

John Fanning, Chairperson, Advisory Neighborhood Commission (ANC) 2F

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 2F**

The Application filed by MG Liquors, Inc., t/a Barrel House Liquors, for renewal of its Retailer's Class A License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on June 1, 2015, in accordance with D.C. Official Code § 25-601 (2001).

The Applicant and ANC 2F have entered into a Settlement Agreement (Agreement), dated June 3, 2015, setting forth the terms and conditions that govern 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 Chairperson John Fanning, on behalf of ANC 2F, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 2F of this Application.

Accordingly, it is this 1st day of July, 2015, **ORDERED** that:

1. The Application filed by MG Liquors, Inc., t/a Barrel House Liquors, for renewal of its Retailer's Class A License, located at 1341 14th Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 2F in this matter is hereby **WITHDRAWN**;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 9 (Binding Agreement) – The following sentence shall be modified to read as follows: “This Agreement shall be binding upon and enforceable against the successors of the Applicant.”

Section 11 (Notice and Opportunity to Cure) – The following sentence shall be modified to read as follows: “If the breach is not cured within the notice period – or, with respect to a breach which reasonably requires more than fourteen (14) days to cure, efforts to cure the breach have not been commenced – failure shall constitute a cause for the Protestants to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(e) in order to enforce the provisions of the Agreement.”

The parties have agreed to these modifications.

4. This Settlement Agreement replaces and supersedes all previous Settlement Agreements and Amendment to Settlement Agreements between the Parties; and
5. Copies of this Order shall be sent to the Applicant and ANC 2F.

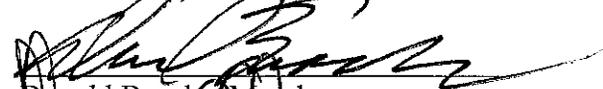
District of Columbia
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



Nick Albert, Member



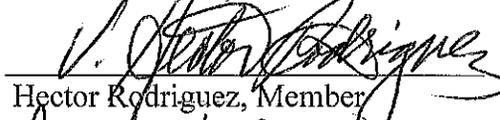
Donald Brooks, Member



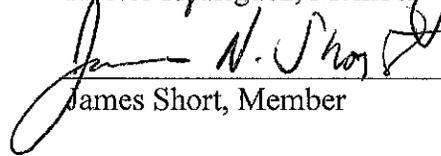
Herman Jones, Member



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, 430 E Street, N.W., Washington, D.C. 20001; (202/879-1010). However, the timely filing of a Motion for Reconsideration pursuant to 23 DCMR §1719.1 (2008) 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) (2004).

AMENDMENT TO VOLUNTARY AGREEMENT

This Amendment to Voluntary/Settlement Agreement ("Amendment") is made this 3rd day of June, 2015 between MG Liquors Inc., t/a Barrel House Liquors ("Applicant"), and Advisory Neighborhood Commission 2F ("ANC 2F").

WITNESSETH

WHEREAS Applicant, holder of a Retailer's Class A License No. ABRA-023984, seeks a renewal of his license for operations at 1341 14th Street, NW (the "Establishment");

WHEREAS, ANC 2F determined it is in the best interests of the community to revise and clarify the entirety of the voluntary agreement originally dated June 12, 2001 and subsequently amended as detailed herein;

WHEREAS, ANC 2F at its regularly scheduled and duly noticed monthly meeting of June 3, 2015, with a quorum present and operating throughout, voted unanimously to advise that the Alcoholic Beverage Control (ABC) Board approve the terms of this Amendment agreement;

And WHEREAS, Applicant has agreed to enter into this Amendment agreement with ANC 2F and to request further that the ABC Board approve Applicant's request for renewal conditioned upon Applicant's compliance with the terms of this Amendment;

NOW THEREFORE, in consideration of the recitals set forth above and the mutual covenants set forth below, the parties agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Superseding Voluntary Agreement dated June 12, 2001, and subsequent amendments. The parties agree that the terms of this Amendment constitute the entirety of the covenants between the parties and supersede any prior Settlement Agreement and subsequent amendments thereto. Applicant agrees to adhere to the terms of this Amendment in the operation of its business.
3. Hours of Operation. It is understood that upon expiration of the below hours of operation, no patron may remain on the interior or exterior of the Premises. Applicant's hours will not exceed 9 a.m. to 12 a.m. (midnight), Monday through Sunday (seven days a week).
4. Public Space and Trash. Applicant shall keep the sidewalk (up to and including the curb), tree boxes and alley free of litter, bottles, chewing gum, trash, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas daily for refuse and other materials.

Applicant will contract with a trash and recycling contractor to provide sealable container(s) for trash, food waste, and recycling designed to prevent rodent intrusion, and further agrees to keep the containers closed and sealed at all times when waste is not being disposed. Applicant further agrees to hold all recyclable materials within the building until the morning of the scheduled pick-up. The Applicant shall require its trash and recycling contractors to pick up trash and materials not earlier than 7:00 a.m. Applicant's employees shall not dispose of bottles

or glass into trash containers or dumpsters in a manner which creates noise audible outside of the premises after 11:00 p.m.

5. Rat and Vermin Control. Applicant will maintain a contract with a professional, licensed rat, pest, and vermin control company to provide for routine control for the interior and exterior of the premises as needed to control pests.
6. Patrons. Applicant shall take reasonable steps to prevent its patrons from causing noise or disturbances in front of, or immediately adjacent to, the Establishment during the hours of operation.
7. Participation in the Community. Applicant is encouraged to send a representative from time to time to meetings of the ABRA Policy Committee of ANC 2F. Participation in such meeting promotes open lines of communication, neighborhood involvement, and awareness of current ABRA issues. Dates and times can be found at www.ANC2F.org.
8. License Ownership. Applicant agrees not to transfer or sell the license to any other entity before obtaining approval from the ABC Board. Applicant agrees to specifically notify any prospective transferee, assignee, or contractee of the existence of this Agreement and to provide them with a copy.
9. Binding Effect. This Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant.
10. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
11. Notice and Opportunity to Cure. In the event that either party believes that the other materially breached any obligations under this Agreement, such party shall give written notice to the other of the existence of the breach and the specific nature thereof. The party alleged to be in breach shall have fourteen (14) days from the receipt of notice to cure the alleged breach (or if the breach shall relate to excessive noise or disturbance, the lesser of 72 hours or such shorter period as may be reasonable under the circumstances to immediately restore peace, order and quiet). If the breach is not cured within the notice period—or, with respect to a breach which reasonably requires more than fourteen (14) days to cure, efforts to cure the breach have not been commenced—failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-447. In the case of a continuing violation, no notice or opportunity to cure need be provided for subsequent violations of this Agreement, following the initial provision of notice. Any notices required to be made under this Agreement shall be in writing and sent either via e-mail or U.S. mail, postage prepaid, to the parties to this Agreement at the addresses below. Notice shall be deemed given as of the time of receipt or refusal of receipt.

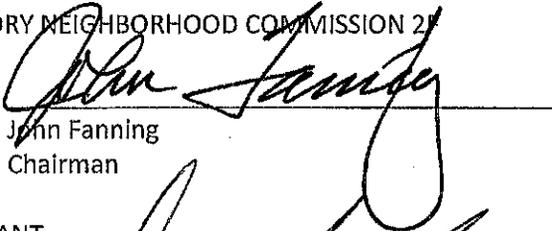
If to Applicant: Mesfun Ghebrelul
MG Liquors Inc.
1341 14th Street, NW
Washington, DC 20005

If to the ANC: Advisory Neighborhood Commission 2F
5 Thomas Circle, NW
Washington, DC 20005
ANC2FOffice@gmail.com

Either party may change its notice address by written notice to the other. 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 ABC Board or any other enforcement action.

ADVISORY NEIGHBORHOOD COMMISSION 2F

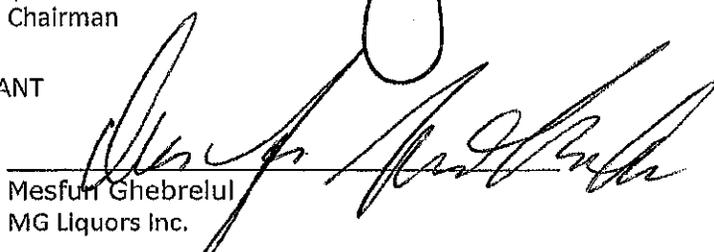
By:



John Fanning
Chairman

APPLICANT

By:



Mesfun Ghebrelul
MG Liquors Inc.