

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

In the Matter of:)

H & J Oriental Corporation)
t/a Jenny's)

Applicant for Transfer to a New Location)
of a Retailer's Class CR License)

License No. ABRA-098041
Order No. 2015-067

at premises)
668 Water Street, S.W.)
Washington, D.C. 20024)

H & J Oriental Corporation, t/a Jenny's (Applicant)

Roger Moffatt, Chairperson, Advisory Neighborhood Commission (ANC) 6D

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 H & J Oriental Corporation, t/a Jenny's, Applicant for a Transfer to a New Location from 1000 Water Street, S.W. to 668 Water Street, S.W., Washington, D.C., of its Retailer's Class CR License, and ANC 6D have entered into a Settlement Agreement (Agreement), dated February 10, 2015, 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 Chairperson Roger Moffatt and Commissioner Coralie Farlee, on behalf of ANC 6D, are signatories to the Agreement.

Accordingly, it is this 25th day of February, 2015, **ORDERED** that:

1. 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; and
2. Copies of this Order shall be sent to the Applicant and ANC 6D.

District of Columbia
Alcoholic Beverage Control Board

Ruthanne Miller, Chairperson



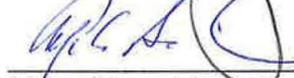
Nick Alberti, Member



Donald Brooks, Member



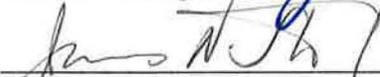
Herman Jones, Member



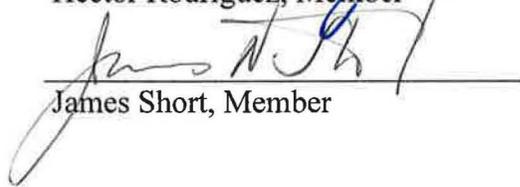
Mike Silverstein, Member



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, 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).

★ ★ ★ **Advisory Neighborhood
Commission 6D**

1101 4th Street SW., Suite W130, Washington, DC 20024-
ANC Office: 202 554-1795 ■ FAX: 202 554-1774
office@anc6d.org

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COOPERATIVE AGREEMENT

This COOPERATIVE AGREEMENT ("Agreement") is made on this 10th day of February 2015 by and between H&J Oriental Corporation t/a Jenny's at the Wharf, ("Applicant"), 668 Water Street, SW, Washington, DC, License # 71114 and Advisory Neighborhood Commission 6D ("Protestant"), (collectively, the "Parties").

ABRA
2015 FEB 11 P 154
ALCOHOLIC BEVERAGE
REGULATION ADMIN

PREAMBLE

Through this agreement both parties aim to create an environment in which the Applicant may operate as a viable contributing establishment in the ANC6D community.

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WHEREAS, Applicant has applied for a new License Class CR for a business establishment ("Establishment") serving spirits, wine, and beer for indoor space located at 668 Water Street, SW, Washington, D.C. 20024 ("Premises"); and

WHEREAS, Protestant is ANC6D, which filed a timely protest (the "Protest") against the issuance of the Applicant's license application pursuant to D.C. Official Code § 25-601(1) and 601(4), respectively;- and

WHEREAS, the Applicant agrees to work regularly with ANC6D and its representatives, other neighborhood organizations, and residents to ensure that the business operations facilitate the enjoyment of the surrounding neighborhood; 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 minimize the effect, within the ANC, on (1) the effect of the establishment on peace, order, and quiet, including the noise and litter provisions set forth in §§ 25-725 and 25-726; and (2) The effect of the establishment upon residential parking needs and vehicular and pedestrian safety, and to eliminate the need for a Protest Hearing regarding the license application; and

WHEREAS, all parties believe that the statements and provisions contained in this agreement are reasonable and shall become wholly integrated into the day-to-day operation of

the Establishment. Any change from this model shall be of great concern to the parties which they may bring to the ABC Board's attention. The parties acknowledge that any change in operation requires prior approval by the ABC Board; and

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board ("ABC Board") approve the Applicant's license application conditioned upon the Applicant's compliance with the terms of this written Agreement; and

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, 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 an establishment with a CR license serving spirits, wine, and beer with an emphasis on food which includes American style breakfast, lunch (sandwiches, salads, Chinese), and dinner (primarily Chinese).
3. ***Hours of Operation and Sales.*** The Applicant's **hours of operation** shall be as follows: Sunday through Saturday 7:00 a.m. to 12 midnight.

The Applicant's **hours of selling, serving and consumption of alcohol** shall be as follows: Sunday through Saturday 7:00 a.m. to 12 midnight.

4. ***Floors Utilized and Occupancy.*** The Applicant will operate its establishment on the 1st floor of the building. The Establishment will have a maximum of 100 patrons including seated and standing patrons.
5. ***Parking/Valet Arrangements.*** It is a concern of the Protestants that the Applicant's operation of the Establishment does not create or exacerbate parking problems within the ANC boundaries. Applicant shall notify potential customers via Establishment's website and other means that there is limited parking and to advise them to utilize metered street parking and public transportation.
6. ***Noise and Privacy.*** Applicant shall strictly comply with D.C. Official Code § 25-725 and to that end shall make architectural improvements to the property and take all necessary actions to ensure that music, noise and vibration from the Establishment may not be heard in any premises other than the licensed establishment.
8. ***Public Space and Trash.*** Applicant shall maintain the area around trash facilities clean at all times. Applicant shall monitor trash areas sufficiently to assure that refuse and other materials are promptly removed.

9. ***Rats and Vermin Control.*** The Applicant shall provide rat and vermin control for its property. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there are not garbage and odors present the following morning.
10. ***Security Cooperation in Stemming Illegal Drugs and Public Drinking.*** Applicant agrees that it shall take all necessary steps to minimize such problems of illegal drugs and drinking, including, having at all times a trained employee on site and designating a sufficient number of employees to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; monitoring for and prohibiting sales or use of illegal drugs within or about the Premises, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises..
11. ***Participation in the Community.*** Applicant agrees to seek to maintain open communication with the Protestants, and the community for which the ANC acts.
12. ***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 to such breach and diligently pursues such cure) failure shall constitute a cause for filing a complaint with the ABC Board pursuant to D.C. Official Code § 25-446 (3). 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:

If to Applicant: H&J Oriental Corporation t/a Jenny's at the Wharf
Washington, DC 20024
Attn: Julie Liu DeFrain
703-864-3069
e-mail: julieliudefrain@gmail.com

If to Protestants: Advisory Neighborhood Commission 6D
P. O. Box 71156
Washington, DC 20024-9998
Attn: Chair, ANC

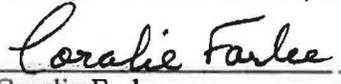
(202) 202 554-1795
Fax (202) 202 554-1774
e-mail: office@and6D.org

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.

14. **Withdrawal of Protest.** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, Protestants shall withdraw the Protest.

PROTESTANT:

APPLICANT:

Chair, ANC6D  Roger Moffatt, SMD05 2/10/15 Date	H&J Oriental Corporation t/a Jenny's at the Wharf  2/10/15 Date
Chair, ABC Committee, ANC6D  Coralie Farlee cfarlee@mindspring.com 2/10/15 Date	By: Henry Liu, Owner Date