

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

In the Matter of:

18th & D Liquors, Inc.
t/a Master Liquors

Application for Renewal of a
Retailer's Class A License

at premises
1806 D Street, N.E.
Washington, D.C. 20002

Case No. 15-PRO-00035
License No. ABRA-074594
Order No. 2015-345

18th & D Liquors, Inc., t/a Master Liquors (Applicant)

Jay Williams, Co-Chair, Advisory Neighborhood Commission (ANC) 6A

Becky Cook-Shyovitz, on behalf of A Group of Five or More Individuals

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 DISMISSAL A GROUP OF
FIVE OR MORE INDIVIDUALS' PROTEST**

The Application filed by 18th & D Liquors, Inc., t/a Master 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 May 26, 2015, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 6A entered into a Settlement Agreement (Agreement), dated June 5, 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 Co-Chair Jay Williams, on behalf of ANC 6A, are signatories to the Agreement.

The Board dismissed the Protest of the Group of Five or More Individuals pursuant to D.C. Official Code § 25-609(b), which states that "...In the event that an affected ANC submits a settlement agreement to the Board on a protested license application, the Board, upon its approval of the settlement agreement, shall dismiss any protest of a group of no fewer than 5 residents or property owners meeting the requirements of § 25-601(2)..."

Accordingly, it is this 15th day of July, 2015, **ORDERED** that:

1. The above-referenced Settlement Agreement, dated June 5, 2015, submitted by the Applicant and ANC 6A to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modifications:

Section 4(f) (Signage/Loitering/Illegal Activity) – This Subsection shall be removed.

Section 6(d) (Miscellaneous) – The following language shall be modified to read as follows: "Applicant is encouraged to participate in a Business Improvement District program if one exists."

Section 7 (Enforcement) – The term "assigns" shall be removed.

The parties have agreed to these modifications.

2. The Protest of the Group of Five or More Individuals is **DISMISSED**; and
3. Copies of this Order shall be sent to the Applicant, ANC 6A, and Becky Cook-Shyovitz, on behalf of A Group of Five or More Individuals.

District of Columbia
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



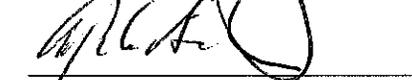
Nick Alberti, Member



Donald Brooks, Member



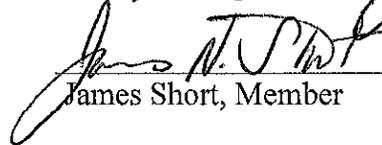
Herman Jones, Member



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).



Made this 5th day of June, 2015

by and between

18th and D Liquors, Inc. t/a Master Liquors (ABRA #074594)
1806 D 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.

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,

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 only sell, give, offer, expose for sale, or deliver beer, malt liquor, or ale containers of 70 ounces or less with multiple-container packaging supplied by the manufacturers of four or more individual containers (example: 2-packs, 4-packs, 6-packs, 12-pack cases, etc.).
 - c. Class B applicants will not sell fortified wine. Fortified wine is defined as wine that exceeds 14%

Settlement Agreement between Master Liquors and ANC6A

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. Promptly removing graffiti written on the exterior walls of the property. Promptly is defined as within two (2) weeks of graffiti's appearance.
- f. Requiring the owner and employees not to park on public space between the building and the curb.
- g. 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. 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.
- f. As long as Applicant (or any owner of Applicant) owns the property across the street from the establishment (located at the southeast side of the intersection of 18th Street NE and D Street NE), Applicant shall maintain that property by cleaning up trash at that location at least twice per day. Applicant also agrees to undertake efforts to prevent loitering on this property by asking trespassers/loiterers to disperse, posting visible "no parking" signs, and enforcing permit parking on the property. The ANC agrees to revisit this section (4(f)) if the property is changed to anything but a parking lot.

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.

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: JAMES Boyd Bailey SR Date: 6 JUNE 2015

Signature: James B Bailey SR

Advisory Neighborhood Commission 6A Representative:

By: Jay Williams, Co-Chair, ANC 6A ABL Committee Date: 6/10/15

Signature: J Williams

Revised 06/09/14