

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

In the Matter of:)	
)	
O'Connors Liquor Incorporated)	
t/a O'Connor's Liquors)	
)	Case No. 15-PRO-00036
Application for Renewal of a)	License No. ABRA-060231
Retailer's Class A License)	Order No. 2015-372
)	
at premises)	
2900 Minnesota Avenue, S.E.)	
Washington, D.C. 20019)	

O'Connors Liquor Incorporated, t/a O'Connor's Liquors (Applicant)

Patricia Howard-Chittams, Commissioner, Advisory Neighborhood Commission (ANC)
7B

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Mike Silverstein, Member
Hector Rodriguez, Member
James Short, Member

**ORDER ON SETTLEMNT AGREEMENT AND
WITHDRAWAL OF PROTEST OF ANC 7B**

The Application filed by O'Connors Liquor Incorporated, t/a O'Connor's 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, and a Protest Status Hearing on June 24, 2015, in accordance with D.C. Official Code § 25-601 (2001).

The Applicant and ANC 7B have entered into a Settlement Agreement (Agreement), dated June 11, 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 Commissioner Patricia Howard-Chittams, on behalf of ANC 7B, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 7B of this Application.

Accordingly, it is this 12th day of August, 2015, **ORDERED** that:

1. The Application filed by O'Connors Liquor Incorporated, t/a O'Connor's Liquors, for renewal of its Retailer's Class A License, located at 2900 Minnesota Avenue, S.E., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 7B in this matter is hereby **WITHDRAWN**;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 modification:

Section (iv) (Public Space, Trans, Rats, Vermin Control and Graffiti Removal) – The following sentence shall be removed: “Applicant shall provide proof of its rat and vermin control contract upon the request of the Protestant.”

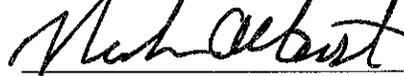
The parties have agreed to this modification.

4. Copies of this Order shall be sent to the Applicant and ANC 7B.

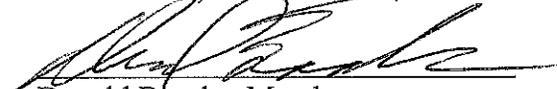
District of Columbia
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



Nick Alberti, Member

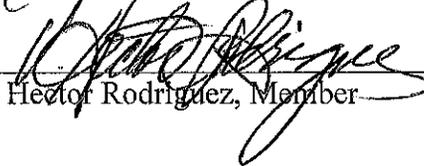


Donald Brooks, Member

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).

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 11 day of June, 2015 by and between O'Connors Liquor Incorporated t/a O'Connor's Liquors, License # ABRA-060231 ("Applicant"), and ANC 7B ("Protestant"), (collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant has applied for a renewal for License Class A, License Number ABRA-060231, for a business establishment ("Establishment") located at 2900 Minnesota Avenue, SE, Washington, D.C. ("Premises");

WHEREAS, Protestant is ANC 7B who 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.

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

WHEREAS, the Parties are desirous of entering into a Voluntary 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 on the community at large.

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

- (i) **Noise and Privacy.** the peace, order and quiet of the neighborhood through abiding by the DC Noise Control Act of 1977 and any subsequent amendments,
- (ii) **Hours of Operation and Sales.** The Applicant's hours of operation shall be as follows:
Monday through Sunday 9:00 a.m. - 12:00 a.m.,
- (iii) **Control of Sales:** Applicant will not sell alcoholic beverages to minors. Applicant will not sell alcoholic beverages to any person who appears to be intoxicated. Applicant will not sell drug paraphernalia to include:
 - a. Single or loose cigarettes
 - b. Blunt papers, blunt wrappers and tobacco leaves
 - c. Single/individual razor blades that are not contained in tagged manufactured packaging.
 - d. Small bags of ice, "go-cups"
 - e. Paper or plastic individual cups.
- (iv) **Public Space, Tans, Rats, Vermin Control and Graffiti Removal.** The Applicant shall provide rat and vermin control at the Establishment. Applicant shall provide proof of its rat and vermin control contract upon the request of the Protestant. Applicant shall take steps to ensure that its premises are cleaned on a daily basis. Applicant shall remove graffiti within 30 days of its appearance. Applicant shall keep the sidewalk (up to and including the curb), tree box(es), curb, and alley clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed
- (v) **Security and Public Drinking.** The Owners/Operators of O'Connors Liquors shall make their best effort to control areas of display and sale of alcoholic beverages to be in compliance with ABRA rulemaking. The Owners/Operators of O'Connors Liquors shall make their best effort to monitor by human and/or video electronic surveillance the area immediately outside of their store. The Owners/Operators of O'Connors Liquors shall monitor for, among other things,

safety, public drinking, and other behavior disruptive to the community. The Owners/Operators of O'Connors Liquors agree that they shall take all necessary steps to minimize such problems by, among other things, (i) whenever possible monitoring for sales or use of illegal drugs; (ii) maintaining contact and, when appropriate, contacting and cooperating with the Metropolitan Police Department and other law enforcement officials and agencies.

- (vi) The Applicant shall fully permissible by law discourage loitering in and around the Premises and shall post signs to that effect.
- (vii) The Applicant will work with the property owner, Metropolitan Police Department, and community groups to promote and ensure public safety and security in the area of the Establishment.
- (viii) In the event that either parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to the Protestant seeing 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 that reasonably requires more than 30 days to cure fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a need for city enforcement. 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 party to this Agreement at the following address. Notice shall be deemed given as of the time of receipt or refusal of receipt.

Applicant: O'Connors Liquor Incorporated
Trade Name: O'Connor's Liquors
2900 Minnesota Avenue, SE
Mr. Ahn
(202) 582-1313

Protestants: Advisory Neighborhood Commission 7B01
3200 S Street SE
Washington, DC 20020
(202) 584-3400

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.

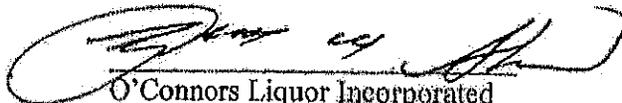
PROTESTANT:

APPLICANT:



By: ANC Patricia Howard-Chittams
Commissioner, ANC 7B01
Representing ANC 7B

Patricia Howard-Chittams



O'Connors Liquor Incorporated

Blouder Y. Ahn
By: Printed Name/ Title