THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:	)	
Y&D&S, Inc. t/a Sammys Liquor	)	
Holder of a Retailer's Class A License	)	License No. ABRA-078174 Order No. 2013-089
at premises 2725 Bladensburg Road, N.E. Washington, D.C. 20018	)	

Y&D&S, Inc., t/a Sammys Liquor, Licensee

Jacqueline Manning, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 5C

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Mike Silverstein, Member
Herman Jones, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Y&D&S, Inc., t/a Sammys Liquor (Licensee), and ANC 5C have entered into a Settlement Agreement (Agreement), dated February 20, 2013, that governs the operation of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Jacqueline Manning, on behalf of ANC 5C, are signatories to the Agreement.

Accordingly, it is this 17th day of April, 2013, **ORDERED** that:

1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and

2. Copies of this Order shall be sent to the Licensee and ANC 5C.

District of Columbia
Alcoholic Beverage Control Board

Ruthanne Miller, Chairperson

Nick Alberti, Member

Donald Brooks, Member

Mike Silverstein, Member

Herman Jones, Member

Pursuant to D.C. Official Code § 25-433, 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 14th Street, N.W., Suite 400S, Washington, D.C. 20009.

Cooperative Agreement

ADVISORY NEIGHBORHOOD COMMISSION 5C AND Y&D&S, INC.

This Cooperative Agreement ("Agreement") made this 20th day of February, 2013 by and between –Y&D&S, Inc. trading as Sammy's Liquor ("Applicant"), and Advisory Neighborhood Commission 5C ("Protestant");

Preamble

Through this agreement, both parties aim to create an environment whereby the applicant may operate as a viable contributing business to the ANC 5C community, while concurrently curtailing any adverse effect a business such as the Applicant's could have on the surrounding neighborhood. This agreement applies to Class A liquor licenses that permit retail sale of beer, wine, and spirits for off premises consumption and Class B liquor licenses that permit retail sale of beer and wine for off premises consumption.

The Applicant agrees to work regularly with the ANC 5C, neighborhood associations, and residents to ensure the business operations do not adversely affect the surrounding neighborhood. All parties believe the statements and provisions contained herein are reasonable and must be wholly integrated into the day-to-day operation of the business establishment.

Witnessed

Whereas, Applicant's premises is within the boundaries of **ANC 5C**; and

Whereas, Applicant has filed for renewal of its Retailer's Class A Liquor License for premises located at 2725 Bladensburg Road, NE, Washington, DC; and

Whereas, Protestant has protested the renewal of the Applicant's license; and

Whereas, the parties have agreed to enter into this Agreement and request that the Alcohol Beverage Control Board approve the Applicant's Retailer's Class A Renewal Liquor License at the subject premises conditioned upon the Applicant's compliance with the terms of this written Agreement; 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 the residential districts) and their adjacent neighborhoods such that they are safe, and clean.

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) Compliance with Law

A) In addition to the requirements of this agreement, Applicant will operate in compliance with all applicable laws and regulations, or applicant shall follow the hours set by ABRA not limited to the hours set forth in this agreement.

B) Applicant agrees to abide by all ABRA regulations regarding the ownership and transfer of the license, and agrees to inform Advisory Neighborhood Commission 5C of there intention to do so.

3) Hours of Operation for Sales of Alcohol

A) Applicant shall not sell alcohol before or after ABC regulated hours and specifically shall restrict the sale of alcohol to the following hours:

1) For Class A License holders:
   (a) 9:00 am - 10:00 pm Monday – Friday
   (b) 9:00 am – 10:00 pm Saturday
   (c) 12:00pm- 10:00 pm Sunday

4) Alcohol Abuse Prevention

A) Applicant shall not, directly or indirectly, sell or deliver alcohol to any intoxicated person, to any person of intemperate habits, to any person who appears to be intoxicated. A person of intemperate habits shall be defined as any person arrested or cited for alcohol-related offenses by the Metropolitan Police Department for any alcohol-related crime three times or more in any one year and who has been so identified by the Metropolitan Police Department by giving a photo and name to the licensee.

B) Applicant shall not sell or deliver alcoholic beverages to any person or persons under the age of 21, and will prominently display the fact that such sales are prohibited and that patrons must produce valid proof of age. These specific sale restrictions shall be posted on signs in the establishment.

C) Applicant shall post a notice kept in good repair and visible from any point of entry a sign, which states:

1) The minimum age requirement for purchase of alcohol

2) The obligation of the patron to produce a valid identification document in order to purchase alcohol

3) The obligation of patrons over the legal age to purchase alcohol to not provide purchased alcohol to those under the legal age to purchase alcohol

5) **Limitations on Sale of Non-Alcohol Retail Items**

A) Applicant shall not sell, give, offer, expose for sale, or deliver "go-cups" 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," per DCMR 709.7. Applicant may sell disposable cups to customers provided such cups are pre-packaged and contain no less than 6 cups.

B) Applicant shall only sell or provide ice to customers in pre-packaged forms.

C) Applicant agrees not to sell, give, offer, expose for sale, or deliver products associated with illegal criminal activity. These items are defined as "pipes, needles, mini-scales, non-prepackaged steel wool, small bags," or any other item or product which may be regarded as drug paraphernalia under 21 USC Sec. 863 (d).

6) **Loitering and Other Criminal Activity**

A) Applicant shall make every effort to prohibit or prevent criminal activity on or within the immediate environs of the premises, including:

1) Calling the Metropolitan Police Department if illegal activity is observed;

2) Keeping a written record of dates and dates and time (i.e. a log) when the Metropolitan Police Department has been called for assistance. Applicant's log upon our request shall be provided to the Advisory Neighborhood Commission **5C**.

3) Licensee agrees to the following security plan:

1. Discouraging loitering
2. Discouraging panhandling
3. Call MPD if observe criminal activity
4. Maintain incident log

B) Applicant agrees to post signs, kept in good repair, in highly visible locations that announce the following:

1) Prohibition against selling alcohol to minors;

2) Discouraging loitering, panhandling and contributing to panhandling;

7) **Cleanliness and Conditions of Premises and Immediate Environs:**

A) Applicant shall continue to maintain the establishment and premises in a commercially reasonable condition including those conditions set forth below. Applicant agrees that a commercially reasonable condition includes that which is consistent with a vision towards continued enhancement and improvement of the neighborhood and the

commercial operations within the **ANC 5C** community. No unsightly condition shall be permitted to exist in public view

B) Applicant will maintain the immediate environs of the establishment. "Immediate environs" is defined in D.C.M.R 720.2 as including "all property on which the premises are located; all property used by the licensee to conduct its business, whether part of the premises or not, including parking lots and the portion of alleys, sidewalks, or other public property immediately adjacent to the premises or adjacent to the property used by the licensee to conduct its business."

C) Applicant shall continue to clean any sidewalks to the front and side of the establishment up to and including the curb, and any alleyway behind or to the side of the establishment on a regular basis.

D) Applicant shall continue to maintain trash, garbage, and recycling material storage facilities in which all containers have lids that are keep securely closed at all times, which containers shall be sufficient to contain all trash, garbage, and recycled materials generated by the establishment, and to assure that the trash, garbage, and recycled materials are removed regularly.

E) Applicant shall exercise due diligence to prevent and/or rid vermin infestation in and around said establishment, including following, minimally, the recommendations and guidelines of the Vector Control Division of the Department of Public Works.

F) Applicant shall remove snow and/or ice from sidewalks fronting (including sidewalks on the other side of buildings that occupy corner lots) within time limits set by the District of Columbia for such snow and / ice removal.

G) Applicant shall continue to remove graffiti written on the exterior walls of the property or on any items belonging to establishment (e.g. dumpster) within thirty days of the first appearance of said graffiti.

8) **Renovation and Signage at Premises**

A) If desired, Applicant shall join the constituents and residents of Advisory Neighborhood Commission **5C** to repaint the storefront and all exterior walls with a non-high gloss color.

B) Applicant shall not install signage on the front windows so as to obstruct visibility into the establishment.

C) Applicant agrees that any and all signage displayed or posted on the exterior walls of the establishment will be kept in good repair and professional in appearance.

9) Limitations on Advertising

A) Applicant agrees not to display signage for alcohol not to obstruct the view inside of the store.

10) Cooperation with Community and ANC 5C

A) To the best of their ability and not to conflict with business operations, applicant agrees to attend ANC 5C04 meetings and Police Service Area meetings

11) Enforcement and Notices

A) In the event of a violation of the provisions of this Agreement, Applicant shall be notified by ANC 5C in writing alleging such violation and given an opportunity to cure such violation or respond to said alleged notice of violation within no more than thirty days unless there are extenuating circumstances.

B) Applicant and Protestant agree to enter into this agreement. If Applicant should breach the conditions of this agreement, it is understood by all parties that ANC 5C, or others shall immediately petition the ABC Board for a "show cause" hearing pursuant to 23 D.C.M.R. 1513.5.

C) Any notices required to be made under this Agreement shall be in writing and mailed by certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement. Notice is deemed to be received upon mailing.

D) This cooperative agreement shall be binding upon and enforceable against the successors and assignors of the Applicant will continue in force for any and all subsequent license holders at the subject location.

E) ANC 5C agrees to additionally forward the notice of violation of the "Applicant" to KAGRO at 3809 12th Street NE, Washington, DC 20017 and contact KAGRO representative at (703) 927-9507.

12) **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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

APPLICANT:

By: _____
Y&D&S, Inc. trading as Sammy's Liquor
2725 Bladensburg Road, NE
Washington, DC
Date: 02/20/2013

WITNESS:

_____

Date: 2-20-2013

PROTESTANT:

By: _____
Jacqueline Manning, Chairperson
Advisory Neighborhood Commission 5C
c/o Office Of ANCs
1350 Pennsylvania Avenue NW, Suite 8
Washington DC 20004

Date: 02/20/2013