



District of Columbia Government  
Advisory Neighborhood Commission 6A  
Box 75115  
Washington, DC 20013



## **Class A and Class B Liquor License Cooperative Agreement**

Made this 8th day of April, 2010, by and between

**Capitol Liquors,**  
(Class "A" Licensee)  
1835 Benning Road  
Washington, DC 20002  
("Licensee")  
and  
Advisory Neighborhood Commission 6A

### **Preamble**

Through this agreement, both parties aim to create an environment whereby the applicant may operate as a viable contributing business to the ANC 6A community, while concurrently curtailing any adverse effects a business such as the licensee'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.

The licensee agrees to work regularly with the 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.

Further, ANC 6A acknowledges that this Cooperative Agreement shall be presented to all Class "A" licensees within the boundaries of ANC 6A. To the greatest extent possible, the ANC will not insist upon or allow any significant changes to this Cooperative Agreement that will unfairly benefit or, conversely, cause competitive disadvantage to, any individual applicant or establishment within the ANC, unless such change is required by the District of Columbia government, other authorized governmental bodies, or rule of law.

The community and merchants have agreed that it is in all the parties' best interests to standardize the requirements for the operation of Class A establishments within the boundaries of ANC 6A. The community and merchants understand and agree that the changes imposed upon the operations of all licensees within the ANC as set forth herein are important measures to protect the safety, peace, order and quiet of the neighborhood, its residents, and businesses. It is the intent, therefore, of ANC 6A, to level the playing field through the implementation of this standardized Cooperative Agreement.

### **Witnessed**

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" 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."

### **ANC6A supports an exemption to the "Consolidated Mt. Pleasant, Ward 2, and Ward 6 Single Sales Moratorium Act of 2008 for a period of one year upon the following terms and conditions:**

1. Requirements for sale / provision of single containers of alcohol beverages
  - A. Licensee shall not sell, give, offer, expose for sale, or deliver an individual container of beer, malt liquor, or ale in single containers of 70 ounces or less.
  - B. The licensee may sell spirits in half-pint containers.



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- C. Once all Class A licensees within 1,200 foot radius of the applicant's premises are not allowed to sale, or agree by VA to not sale spirits in containers of half-pints, the licensee will not be allowed to sell spirits in containers of half pints.
  - D. ANC6A reserves the right to reconsider this exemption one year after its approval by ABRA. If ANC6A takes a position that the exemption has created a negative impact on the "peace, order, and quiet" of the neighborhood, it will petition ABRA to revoke the exemption.
2. Ban on Sale/Provision of Other Items:
    - A. Single Cigarettes:
      - 1) Applicant shall not sell, give, offer, expose for sale, or deliver individual single cigarettes.
    - B. "Go-cups":
      - 1) Applicant shall not sell, give, offer, expose for sale, or deliver "go-cups" or servings of plain ice in a cup.
      - 2) 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:
      - 1) Applicant agrees to not sell, give, offer, expose for sale, or deliver products associated with illegal drug activity.
      - 2) These items are defined as: "cigarette rolling papers, pipes, needles, small bags, or any other items which may be regarded as drug paraphernalia."
  3. Hours of Operation for Sales of Alcohol:
    - A. Applicant shall not sell alcohol before or after ABC regulated hours.
  4. Public Space Cleanliness and Maintenance:
    - A. 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 condition by:
      - 1) Picking up trash, including beverage bottles and cans, and all other trash a minimum of twice daily (immediately before business hours and once around closing time).
      - 2) 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.
      - 3) Planting, watering, and generally tending to tree boxes directly in front of the subject premises, if any.
      - 4) Maintaining regular trash removal service. Ensure that the trash and dumpster area(s) remain clean.
      - 5) Remove snow and/or ice from sidewalks fronting (includes sidewalks on the sides of corner buildings) within time limits set by the District of Columbia for such snow and/or ice removal.
      - 6) Promptly remove graffiti written on the exterior walls of the property. Promptly is defined as within two (2) weeks of graffiti's appearance.
  5. 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 for alcohol-related offences 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:
      - 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.



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- C. Applicant shall make every effort to prohibit and prevent loitering and criminal activity on or in front of the establishment premises, to include:
    - 1) Posting a sign kept in good repair, a sign requesting customers to not contribute to panhandlers,
    - 2) Asking loiterers to move on whenever they are observed outside the establishment,
    - 3) Calling the Metropolitan Police Department (MPD) to remove loiterers if they refuse Applicant's request to move on,
    - 4) Calling the Metropolitan Police Department if illegal activity is observed.
    - 5) Keeping a written record of dates and times (i.e. log) when the MPD was called for assistance. Applicant's log shall be provided to the Board and, for good cause shown to the Board, to any valid protestant during hearings involving future renewals or contested proceedings involving the Applicant's license.
  - D. 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) No panhandling.
    - 3) No loitering.
  - E. Applicant agrees that total signage for alcohol and tobacco products in the front window shall be limited to 25% of the total window space available.
  - F. To the extent such lighting is not present on the exterior of the establishment, Applicant will install and maintain high-intensity flood-lights on the exterior of its premises so as to fully light any abutting alleyway from dusk until dawn.
6. Reporting to ANC 6A:
- A. Applicant shall make best efforts to appear before the ANC 6A Alcohol Beverage Licensing Committee two (2) months prior to their Class A license expiration date to discuss issues and concerns related to the prior two years operations, and the impending renewal of their license.
  - B. Written testimony can be provided to the ANC 6A Alcohol Beverage Licensing Committee instead of appearing in-person if mutually agreed upon by the merchant and ANC 6A.
7. Miscellaneous:
- A. Applicant, and all employees of the applicant, shall attend and complete an alcoholic beverage server training course/seminar.
8. Enforcement:
- A. If any party hereto believes in good faith that the applicant is in violation of this agreement, written notice specifying the alleged violation shall be delivered to the applicant and the applicant shall have ten (10) days after receipt of such written notice to come into compliance with this agreement or respond to said alleged notice of default.
  - B. Applicant and the ANC 6A Commission agree to enter into this agreement. If the applicant should breach the conditions of this agreement, it is understood by all parties that the ANC 6A, and/or its committees, or others shall immediately petition the ABC Board for a "show cause" hearing pursuant to 23 D.C.M.R. 1513.5.
  - C. This cooperative 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: Woo Young S

Date: \_\_\_\_\_



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Signature: \_\_\_\_\_

**ABC Board Licensed Manager:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**Advisory Neighborhood Commission 6A:**

By: Kevin J. Robinson

Date: 4/8/2010

Signature: Kevin J. Robinson