

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

In the Matter of:)

Hard Oak, Inc.)
t/a Colony Liquors)

Application for Renewal of a)
Retailer's Class A License)

at premises)
4901 Georgia Avenue, NW)
Washington, D.C. 20011)

Case No.: 18-PRO-00034
License No.: ABRA-098972
Order No.: 2018-437

Hard Oak, Inc., t/a Colony Liquors, Applicant

Jamie Barden, Commissioner, Advisory Neighborhood Commission (ANC) 4D

Ben Elsener, on behalf of A Group of Five or More Individuals

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member
Donald Isaac, Sr., Member
Bobby Cato, Member
Rema Wahabzadah, Member

**ORDER ON SETTLEMENT AGREEMENT AND WITHDRAWAL OF ANC 4D'S
PROTEST AND DISMISSAL OF A GROUP OF FIVE OR MORE
INDIVIDUALS' PROTEST**

The Application filed by Hard Oak, Inc., t/a Colony Liquors (Applicant), 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 29, 2018, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 4D entered into a Settlement Agreement (Agreement), dated June 27, 2018, 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 Commissioner Jamie Barden, on behalf of ANC 4D, are signatories to the Agreement.


This Agreement constitutes a withdrawal of the Protest filed by ANC 4D of this Application.

In addition, the Board dismissed the Protest of the Group of Twenty Three 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 11th day of July, 2018, **ORDERED** that:

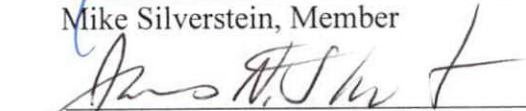
1. The Application filed by Hard Oak, Inc., t/a Colony Liquors, for renewal of its Retailer's Class A License, located at 4901 Georgia Avenue, NW, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 4D in this matter is hereby **WITHDRAWN**;
3. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
4. The Protest of the Group of Five or More Individuals is **DISMISSED**; and
5. Copies of this Order shall be sent to the Applicant, ANC 4D, and the Group of Five or More Individuals.

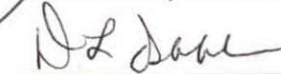
District of Columbia
Alcoholic Beverage Control Board


Donovan Anderson, Chairperson


Nick Alberti, Member


Mike Silverstein, Member


James Short, Member



Donald Isaac, Sr., Member

Bobby Cato, Member

Rema Wahabzadah, Member

Pursuant to D.C. Official Code § 25-433(d)(1), 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).

<p>Nancy Roth Vice Chair 4D01@anc.dc.gov (202) 550-8353</p>	<p style="text-align: center;">ANC 4D 2017-2018</p>  <p style="text-align: center;">P.O. Box 60834 Washington, DC 20039 www.anc4d.org (202) 577-4685</p>	<p>Jamie Barden Treasurer 4D04@anc.dc.gov (202) 656-8164</p>
<p>Renee Bowser 4D02@anc.dc.gov (202) 882-1733</p>		<p>Krystal Branton 4D05@anc.dc.gov (202) 854-9186</p>
<p>Lisa Colbert Chair 4D03@anc.dc.gov (202) 200-0144</p>		<p>Amy Hemingway Secretary 4D06@anc.dc.gov (202) 750-4012</p>

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is made and entered into with regard to the protest filed to the 2018 application for the renewal of the ABRA license of Hard Oak, Inc. t/a Colony Liquors ("Applicant") and is entered into by and between the Applicant and Advisory Neighborhood Commission 4D ("ANC 4D"), referred to herein as the "Protestor."

Recitals

WHEREAS, the Applicant has filed an application with the District of Columbia Alcoholic Beverage Regulation Administration ("ABRA") for renewal of its Retail Class A/Retail-Liquor Store license number ABRA-098972 ("ABRA license"); and

WHEREAS, in recognition of the ABRA's policy of encouraging parties to a protested proceeding to settle their differences by negotiated agreements, the parties hereto are desirous of entering into an agreement whereby, subject to approval of the ABRA, the Applicant will agree to adopt certain measures intended to address the Protestor's concerns. In consideration of the Applicant's adoption of those measures, the Protestor will agree to allow the renewal of the Applicant's ABRA license and shall withdraw its protest to the license's renewal, provided that this Agreement is incorporated into the ABRA's order renewing the license;

NOW THEREFORE, in consideration of the mutual covenants, agreements and undertakings memorialized herein, **IT IS HEREBY STIPULATED AND AGREED BY THE PARTIES HERETO AS FOLLOWS:**

Terms

1. Restriction on Alcoholic Beverage Sales Prior to 10:00 A.M. and on Sunday.

- A. The Applicant shall not engage in or allow the sale of alcoholic beverages on its premises prior to 10:00 a.m. on any day that alcohol sales are allowed. The parties hereto acknowledge and agree that although alcohol sales shall not occur prior to 10:00 a.m., the Applicant may continue to open for business prior to 10:00 a.m. other than for the sale of alcoholic beverages. There shall be no alcohol sales on Sunday.
- B. The parties hereto specifically acknowledge and agree that this agreement to restrict the sale of alcoholic beverages by the Applicant until after 10:00 a.m. shall not and does not in any way affect, alter, or modify the terms, provisions, or allowances provided by ABRA Retail Class A/Retail-Liquor Store license number ABRA-098972.
- C. The applicant's hours of operation shall be daily from 8:00 A.M. until 12:00 midnight.

2. Efforts to Suppress Noise, Rowdiness, and Harassing Activities Outside the Premises.

Applicant agrees that it shall take measures to reduce or limit noise from patrons exiting its premises, and to the extent that it is able, to limit or reduce the loitering of persons outside the premises, by installing and using cameras to monitor the exterior of the premises and contacting the Metropolitan Police Department ("MPD") with regard to complaints of excessive noise and/or offensive or harassing behavior by persons outside of its premises. Applicant will maintain security cameras in working order at all times, not including instances of mechanical failure or reasonable downtime needed to replace or upgrade cameras. The cameras will entirely cover the interior of the business's retail space and the front and side of the property (sidewalk and tree box) and the rear of the property. The footage from these cameras shall be kept for at least a month and be made available to the MPD and/or ABRA upon request. The Applicant shall call MPD if illegal activity is observed.

Applicant agrees to take measures to discourage loitering in the front and side of the premises by posting "No Loitering" signs requesting that people not loiter at or near the premises.

Applicant will contact the MPD and request the issuance of a Barring Notice for any patrons who have a pattern of having produced noise, waste, or unruly behavior.

Applicant will not sell alcoholic beverages to obviously intoxicated customers and will post signs in clear view of any point of sale inside the store. The signs shall state that the store will not sell alcoholic beverages to obviously intoxicated customers.

Applicant shall discourage loitering in the front and side of the premises at all times (sidewalk and tree box) when the establishment is open to the public, and shall ask any individuals who appear to be simply loitering in front and side of the premises at all times including the tree box areas of the premises to move along.

Applicant agrees that it shall take steps to minimize illegal drug use and trade within its premises, including, without limitation, monitoring for and prohibiting sales or use of illegal drugs within the premises, and maintaining contact and cooperating with MPD and other enforcement officials

when known drug activities occur. If the applicant(s) fear for their personal safety upon observing illegal drug activity in the establishment, the applicant will wait until they are in a position of safety to report the activity.

It is the intent of this section to protect the peace, order, and quiet of the neighborhood wherein the Applicant's business resides.

3. Litter and Debris Removal. Applicant shall endeavor to keep the exterior of its property, including the front and side of the business (sidewalk and tree box) as well as back areas of its premises, clean and free of trash, bottles, and other debris to comply with the District of Columbia Code and Municipal Regulations regarding same. The Applicant shall inspect its front, side, and back areas each morning (sidewalk and tree box) and alley to ensure they are free of trash, bottles and other debris. If trash and bottles as well as any other debris (including but not limited to chairs and other objects you can sit on, tables and objects that can serve as tables, and umbrellas and objects that can give shade), the Applicant will clean up these items within 1 hour of opening. The Applicant shall monitor those areas sufficiently throughout the day to ensure that trash, bottles, and other debris are promptly removed.

The Applicant will ensure timely disposal of its recycling (including trash) no less than a combined total of three (3) times per week that is the least disruptive to the neighbors. Commercial trash pickup in residential areas takes place between 7 a.m.-7 p.m. Additionally, the Applicant will monitor the public trash can located outside the premises throughout the day. If the public trash can is found to be overflowing, the Applicant will submit a 311 request or call the Department of Public Works (DPW) to request the can be emptied.

4. Rats and Vermin Control. The Applicant shall provide for extermination services seeking to control rats and other vermin at its property. Applicant shall have the Establishment and the area around the Premises properly cleaned prior to sundown each night.
5. Exterior of Building and Fencing. The Applicant shall arrange for the cleaning and removal of any spray paint or other defacement from the roll-up gates, brick walls, window glass, fencing and other outward facing surface of the business. This includes surfaces that can be seen either when the business is open or closed. Any spray paint or defacement shall be reported to the city within 5 business days of appearing on the outside of the business. This can be done by calling 311 or using the 311 smartphone app.

While the business is open, the windows shall offer a clear view into the business, obstructed only to the extent allowable by DC law.

It is the intent of this section to address the negative effect on the neighborhood residential property value.

5. Withdrawal of Protest. The Protestors agree to the renewal of the Applicant's ABRA license and shall withdraw their respective protests to the renewal of said license. The Protestors agree to the entry of an order by the ABRA allowing the renewal of the Applicant's ABRA license, provided that this Agreement is incorporated by the ABRA into any order renewing said license.
6. Informal Dispute Resolution. The parties hereto agree that it is in their respective best interests as well as that of the neighborhood wherein the Applicant's business is located, that they mutually work together to resolve any disputes they may have. Accordingly, in the event that the Protestor has concerns regarding the operation of the Applicant's business, prior to involving an Advisory

Neighborhood Commission ("ANC"), the ABRA, or law enforcement, or instituting proceedings alleging a violation of this Agreement, one of the following parties shall first contact the Applicant to request correction of the issue:

- A. The Protestor, ANC 4D (including all members of ANC 4D empowered by vote of the ANC to represent the ANC on this matter)
- B. The Ward 4 representative of the Mayor's Office on Community Relations (MOCR) and his/her designated staff representatives
- C. The Ward 4 member of the Council of the District of Columbia and his/her designated staff representatives

If the issue is not resolved after the request is made by one of the above-named parties, the Protestor and the Applicant will schedule a meeting and shall attempt to negotiate in good faith to resolve the issue.

7. Right to Cure. In the event of an alleged violation of any provision of this Agreement, the party alleging the violation shall promptly provide the other parties written notice of the alleged violation. Thereafter, the party alleged to have violated the Agreement shall be given the opportunity to cure the alleged violation within thirty (30) days of the date of the notice before action shall be taken against the alleged violator; unless the alleged violation is of such nature that immediate action is necessary, in which case the period allowed to cure shall be reduced to a reasonable time commensurate with the alleged violation but in no event, shall it be less than ten (10) days.
8. Notices. Notices to be given under this Agreement shall be in writing and shall be either hand delivered, sent by E-mail, or certified mail, return receipt requested, and addressed as follows:
- | | |
|---------------|--|
| To Applicant: | Hard Oak, Inc. t/a Colony Liquors
4901 Georgia Avenue, NW
Washington, D. C. 20011
E-mail: jcleel121@gmail.com |
| To Protestor: | Advisory Neighborhood Commission 4D
Commissioner Jamie Barden, SMD 4D04
729 Gallatin Street NW
Washington, D. C. 20011
E-mail: 4D04@anc.dc.gov |
9. Execution in Counterparts. This Agreement may be executed by the parties in one or more counterparts, with each signed counterpart being deemed an original.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as follows:

Applicant:

Hard Oak, Inc. t/a Colony Liquors
4901 Georgia Avenue, NW
Washington, D. C. 20011

By: Joe Hyuk Lee
Jae Hyuk Lee, Owner

Date: 6/26/2018

Protector:

Advisory Neighborhood Commission 4D

By: Jamie Barden
Commissioner Jamie Barden, SMD 4D04

Date: 6/27/2018