

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

In the Matter of:)	
)	
Hayden's, Inc.)	
t/a Hayden's)	License No. 437
)	Order No. 2009-066
Holder of a Retailer's)	
Class A License)	
at premises)	
700 North Carolina Ave., S.E.)	
Washington, D.C. 20003)	

Hayden's, Inc., t/a Hayden's, Applicant

David Garrison, Chair, Advisory Neighborhood Commission, 6B

BEFORE: Peter B. Feather, Chairperson
Mital M. Gandhi, Member
Nick Alberti, Member
Charles Brodsky, Member
Donald Brooks, Member
Herman Jones, Member

**ORDER ON APPLICATION FOR EXCEPTION
TO SINGLE SALE MORATORIUM
AND ON VOLUNTARY AGREEMENT**

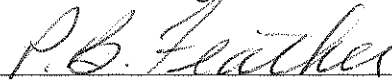
The official records of the Alcoholic Beverage Control Board (Board) reflect that Hayden's, Inc., t/a Hayden's, holder of a Retailer's Class A license, located at 700 North Carolina Avenue, S.E., Washington, D.C., has applied for an exception to the statutory single sale moratorium that currently exists in Ward 6.

The official records of the Board also reflect that the Licensee has provided the required information and supporting documentation, including a Voluntary Agreement, dated February 10, 2009, entered into with Advisory Neighborhood Commission (ANC) 6B in support of the Application. The Voluntary Agreement permits the termination of the exemption after one year from the effective date of the Agreement unless it is renewed by both parties upon their initiation. The Board's official records also reflect the absence of any primary or secondary tier violations against the Licensee in the 12 months preceding the filing of the application.

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Accordingly, the Board does hereby, this 18th day of March, 2009, **APPROVE** the Application filed by Hayden's, Inc., t/a Hayden's located at premises 700 North Carolina Ave., S.E., Washington, D.C, for an exception to the single sale moratorium in Ward 6. The Board also **APPROVES** the Voluntary Agreement entered into with ANC 6B. Copies of this Order shall be sent to the Applicant and to ANC 6B.

District of Columbia
Alcoholic Beverage Control Board

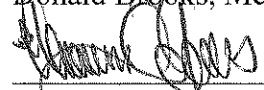

Peter B. Feather, Chairperson


Mital M. Gandhi, Member


Nick Alberti, Member


Charles Brodsky, Member


Donald Brooks, Member


Herman Jones, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), 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, 941 North Capitol Street, N.E., Suite 7200, Washington, D.C. 20002.

COOPERATIVE (VOLUNTARY) AGREEMENT

THIS VOLUNTARY AGREEMENT ("Agreement") is made on this 10th day of February, 2009 by and between Hayden's Liquor, Inc., t/a Hayden's Liquors ("Applicant"), and Advisory Neighborhood Commission 6B, Collectively, the "Parties"). This Agreement replaces and supersedes any previous agreement between the Parties.

WITNESSETH

WHEREAS, the Applicant's application for an exception to the ban on the sale of single containers of beer, malt liquor or ale, and half pints or less of spirits for Retailer's Class "A" License, 700 North Carolina Avenue, SE, Washington, DC, 20003, is now pending before the District of Columbia Alcoholic Beverage Control Board (ABC); and,

WHEREAS, the premises is within the boundaries of the ANC, and,

WHEREAS, the Parties desire to enter into an agreement governing certain understandings regarding the issue of a Retailer's Class "A" Liquor License at the subject premises; and,

WHEREAS, the Parties are desirous of entering into a Cooperative (Voluntary) Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to promote the peace, order and quiet of the neighborhood. Both parties recognize the importance of business neighborhoods that are safe, clean, and "pedestrian friendly".

NOW, THEREFORE, the parties agree as follows:

1. ***Recitals Incorporated.*** The recitals set forth above are incorporated herein by reference.
2. **Nature of Business.** The Applicant will manage and operate a Retailer's Class A License under the following:
 - a) That the Applicant will comply with all laws and regulations governing the operations of the establishment at 700 North Carolina Avenue, SE, within the District of Columbia, including the laws and regulations governing the Class A (Retail) license to which this Cooperative Agreement applies, as applied for and previously approved by the District of Columbia in the name of the Licensee,
 - b) That the Applicant and its officers and employees will cooperate with Advisory Neighborhood Commission 6B ("ANC") to address any alleged violation of the laws and regulations and in any request by the ANC that the appropriate enforcement agency investigate any alleged violation,

- c) That notwithstanding the restriction on sales imposed by D.C. Code §25-346 the Applicant is authorized to sell, give, offer, expose for sale, or deliver an individual container of beer, malt liquor, or ale if the container is 70 ounces or less, as well as spirits (liquor) sold in half-pints or smaller volumes; provided further that the Applicant will not to sell, give, offer, expose for sale, or deliver an individual container of beer, malt liquor, or ale if the container is 70 ounces or less, as well as spirits (liquor) sold in half-pints or smaller volumes after one year from the date of the effect of this Agreement unless this Agreement is renewed by both parties.
- d) That the Applicant will only sell individual containers of beer, malt liquor, or ale in a clear or translucent bag,
- e) That the Applicant will not allow the illegal public consumption of alcohol in or around its immediate area and will participate in an ABC Board-approved course in alcoholic beverage sales management,
- f) That the Applicant will not sell or provide cups or single servicing of ice,
- g) That the Applicant will not sell alcohol before or after ABC regulated hours,
- h) That the Applicant agrees to post this Cooperative Agreement, alongside his ABC license.

Any change from this model concerning later hours shall be considered by both Parties to be a substantial change in operation of great concern to residents and requires prior approval by the ABC Board.

- 3. *Hours of Operation and Sales.* The Applicant's hours of operation shall be as follows:

For Class A applicants, the sale of alcohol shall be restricted to the following hours:

- 1. 9:00 a.m.-10:00 p.m. Monday – Friday
 - 2. 9:00 a.m.-10:00 p.m. Saturday
- 4. *Signage, Noise and Privacy.* Applicant will strictly comply with D.C. Official Code § 25-725 and take all necessary actions to ensure noise in and around its immediate area is not audible within the adjacent residential or commercial properties. Applicant will prohibit and prevent loitering, rowdiness, criminal activity, and panhandling within 100 feet of the establishment by:
 - a. maintaining a "No Loitering/Panhandling" sign on the outside of the establishment, and
 - b. posting 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, and

- c. requesting loiterers to move on whenever they are observed outside of the establishment, and
- d. calling the Metropolitan Police Department (MPD) to remove loiterers if they refuse Applicant's request to move on or if illegal activity is observed, and
- e. keeping a written record of dates and times 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, and
- f. opposing the installation of payphones outside the establishment, and
- g. applicant will ensure timely disposal of trash that is the least disruptive to the neighbors and that commercial trash pick up will only take place between 7 a.m.-7 p.m.

5. ***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 alley way behind the subject premises) adjacent to the establishment in a clean and litter-free condition by:

- a. Exercising due diligence to prevent and/or rid vermin infestation in and around establishment, including following, minimally the recommendations and guidelines of the Vector Control Division of the Department of Public Works
- b. Picking up trash, including beverage bottles and cans, and all trash daily on a regular basis
- c. Maintaining regular trash removal service. Obtain a dumpster to be placed in the rear of the building ensuring that the area around the dumpster is kept clean at all times. Garbage area can not encroach on abutting properties and timely disposal of commercial trash pick up takes place between 7 a.m.-7 p.m.
- d. Removing 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
- e. Planting, watering, and generally tending to tree boxes directly in front of the subject premises, if any.

6. ***Security Cooperation in Stemming Illegal Drugs and Public Drinking.*** Applicant agrees that it shall take all necessary steps to minimize such problems, including, without limitation, designating a sufficient number of employees to control unruly patrons. Applicant shall to the full extent permissible by law discourage loitering in the front of the Premises at all times when the Establishment is open to the public, and shall request that any individuals who are simply loitering are asked to move along.

7. **License Ownership and Compliance with ABRA Regulations.** Applicant promises to abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees. This agreement will remain in full force and effect in event applicant sells this business.

8. **Participation in the Community.** Applicant agrees to seek to maintain open communication with the community for which the ANC acts. To this end, Applicant shall from time to time be represented at ANC 6B public meetings, which currently occur on the second Tuesday of each month at 7 p.m. at the Old Naval Hospital, 921 Pennsylvania Avenue, SE, Washington, D.C. 20003. Applicant, upon notice from the ANC, shall send a representative of the Establishment to a meeting(s) to confer and deal in good faith with issues raised under this Agreement,


9. **Notice and Opportunity to Cure.** In the event that any of the parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking 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 which reasonably requires more than 30-days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-447. 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 parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt:

IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.

Applicant Hayden's Liquors
 700 North Carolina Avenue, SE
 Washington, DC 20003
 Thomas Bowes
 (phone) 202-544-1000
 (fax)


 Owner

ANC: Advisory Neighborhood Commission 6B
 921 Pennsylvania Avenue, SE
 Washington, DC 20036
 Attn: David F. Garrison, Chair
 (202) 543-3344
 (202) 543-3507 (fax)


 David F. Garrison
 Chairperson