

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

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In the Matter of:)	
Eugene, Inc.)	
t/a Roland's of Capitol Hill)	
)	
Application for to Renew)	License No. 78514
Retailer's Class B License)	Order No. 2009-031
at premises)	
)	
333 Pennsylvania Ave., S.E.)	
Washington, D.C. 20003)	
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Eugene, Inc. t/a Roland's of Capitol Hill, Applicant

David Garrison, Chairperson, 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 VOLUNTARY AGREEMENT

The official records of the Alcoholic Control Board (Board) reflect that Eugene, Inc., t/a Roland's of Capitol Hill, Applicant to renew its Retailer's Class B license located at 333 Pennsylvania Avenue S.E., Washington D.C., and David Garrison, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 6B, (collectively, the Parties) have entered into a Voluntary Agreement (Agreement) dated January 30, 2009 setting forth the terms and conditions that govern the operation of the Applicant's establishment.

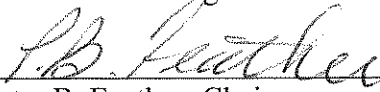
The Agreement, among other things, authorizes hours of operation from 7:00 a.m. to 10:00 pm, Monday through Sunday. The hours for sale and service of alcoholic beverages are from 9:00 a.m. to 10:00 p.m. on Monday through Saturday and from 10:00 a.m. to 8:00 p.m. on Sunday. The Applicant is prohibited from selling single containers of beer, malt liquor, or ale 70 ounces or less as well as spirits sold in half-pints or smaller volumes. The Agreement has been reduced to writing and has been properly executed and filed with the Board. Both the Applicant and Commissioner Garrison are signatories to the Agreement.

Eugene, Inc.
t/a Roland's of Capitol Hill
License No. 78514
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Accordingly, it is this 11th day of February 2009, **ORDERED** that:

1. The above-referenced Voluntary Agreement between Eugene, Inc. t/a Roland's of Capitol Hill located at 333 Pennsylvania Avenue, S.E., Washington, D.C., and ANC 6B to govern the operations of the Applicant's establishment is **APPROVED**;
2. This Agreement is **INCORPORATED** as part of this Order; and
3. Copies of this Order shall be sent to the Applicant and to ANC 6B.

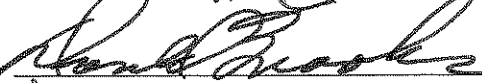
District of Columbia
Alcoholic Beverage Control Board


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 30 day of January, 2009 by and between Eugene, Inc., t/a Roland's of Capitol Hill ("Applicant"), and Advisory Neighborhood Commission 6B, Collectively, the "Parties").

W I T N E S S E T H

WHEREAS, Applicant's application for issuances of a Retailer's Class "B" License, 333 Pennsylvania 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 "B" 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 the Business.*** The Applicant will manage and operate a Retailer's Class B license under the following provisions:
 - a. That the Applicant will comply with all laws and regulations governing the operations of the establishment at 333 Pennsylvania Avenue, SE, within the District of Columbia, including the laws and regulations governing the Class B (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 the Applicant will not divide a manufacturer's package of more than one container of beer, malt liquor, or ale to sell an individual container of the package if the container is less than 70 ounces or less,
- d. That the Applicant will not 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,
- 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:
 - a. 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
 - b. For Class B 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
 - 3. 10:00 a.m.- 8:00 p.m. Sunday
- 4. *Sinage, Noise and Privacy.* Applicant will strictly comply with D.C. Official Code § 25-725 and 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, rowidness, 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:

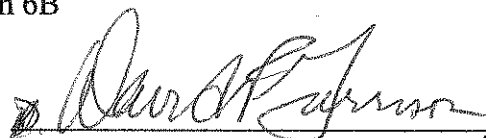
IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.

Applicant Eugene, Inc.
Roland's of Capitol Hill
333 Pennsylvania Avenue, SE
Washington, DC 20003
Attn: Keun Hae Uh

(phone) 202 546 9592
(fax) 202 546 4866


Owner KEUN H UH

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


Julie Olson
Chairperson