

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

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)	
Kimtan, Inc.)	
t/a Viggy's Liquor)	
)	
Application to Transfer a)	License No. 77897
Retailer's Class A License)	Case No. 1173-06/091P
at premises)	Order No. 2008-070
)	
409 15 th Street, N.E.)	
Washington, D.C.)	
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Kimtan, Inc. t/a Viggy's Liquor, the Applicant,

Joseph Fengler, Chairperson, Advisory Neighborhood Commission 6A and Joseph Bellino, on behalf of the Rosedale Citizens Association, Protestants

BEFORE: Peter B. Feather, Chairperson
Judy A. Moy, Member
Albert G. Lauber, Member
Mital M. Gandhi, Member

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTESTS

The Application to Transfer a Retailer's Class A license filed by Kimtan, Inc. t/a Viggy's Liquor, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call hearing on June 28, 2006, in accordance with D.C. Official Code § 25-601 (2001). Timely letters of opposition were filed by Joseph Fengler, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 6A and Joseph Bellino, on behalf of the Rosedale Citizens Association, (collectively, the Protestants).

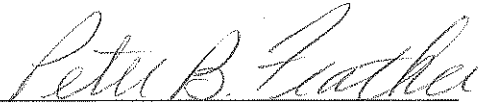
The official records of the Board reflect that the Parties have reached an Agreement which has been reduced to writing, properly executed, and filed with the Board. Pursuant to the Agreement, dated February 22, 2008, the Protestants have agreed to withdraw their protests, provided, however, the Board's approval of the pending Application is conditioned upon the Licensee's continuing compliance with the terms of the Agreement.

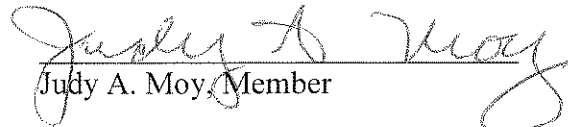
Kimtan, Inc.
t/a Viggys Liquors
License No. 77897
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Accordingly, it is this 27th day of February 2008, **ORDERED** that:


1. The protests of ANC 6A and Rosedale Citizens Association are **WITHDRAWN**;
2. The Application of Kimtan, Inc., t/a Viggys Liquors, at 409 15th Street, N.E. Washington, D.C., for transfer of its Class A Retailer's License is **GRANTED**;
3. The above-referenced Voluntary Agreement is **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Protestants and the Applicant.

District of Columbia
Alcoholic Beverage Control Board


Peter B. Feather, Chairperson


Judy A. Moy, Member

Albert G. Lauber, Member


Mital M. Gandhi, 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.



Class A and Class B Liquor License Cooperative Agreement

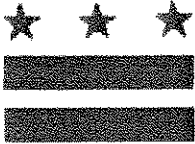
The Parties Agree As Follows:

1. Requirements for sale / provision of single containers of alcohol beverages
 - A. After all Class A& B licensees within a 1200 ft. radius of Viggy's premises agree to not sell singles of 40 oz or more, this provision will apply to Viggy's as well. Provisions B through D of this section will go into effect 30 days after this agreement is accepted by all parties and ABRA.
 - B. Applicant shall not sell, give, offer, expose for sale, or deliver an individual container of beer, malt liquor, or ale in single containers of alcohol of 32 ounces or less.
 - C. Applicant shall only sell, give, offer, expose for sale, or deliver beer, malt liquor, or ale containers of 32 ounces or less with multiple-container packaging supplied by the manufactures of four or more individual containers (example: 4-packs, 6-packs, 12-pack cases, etc.).
 - D. Applicant shall not sell, give, offer, expose for sale, or deliver an individual container of wine or fortified wine in a single container with a capacity of less than 750 ml.
2. Clear bags must be used for all purchases of single sales of beer, malt liquor, ale and wine or fortified wine.
3. 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 include Topps rolling paper, other cigarette rolling papers, pipes, needles, small bags, Philly Blunt Style cigars, or any other items which may be regarded as drug paraphernalia."
4. Hours of Operation for Sales of Alcohol:
 - A. For Class A applicants, the sale of alcohol shall be restricted to the following hours:
 - 1) 9:00 a.m. – 9:00 p.m. Monday – Friday
 - 2) 9:00 a.m. – 9:00 p.m. Saturday
5. 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 between 5:00 p.m. and 8:00 p.m.).
 - 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.



Class A and Class B Liquor License Cooperative Agreement

6. Lighting/Signage / Loitering / Illegal Activity:
- A. Applicant will install and maintain high-intensity flood-lights on the exterior of its premises so as to fully light the D Street side of the building from dusk until dawn.
 - B. 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.
 - C. 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.
 - D. 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.
 - E. 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.
 - F. 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.
 - G. Applicant shall receive, at their request, and at no cost, a sign to post within their establishment (provided by the ANC6A ABL Committee) that outlines the primary points of this agreement.
7. 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 or Class B 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.
8. Regulations:
- A. In addition to the requirements of this agreement, applicant will operate in compliance with all applicable laws and regulations.
9. Miscellaneous:
- A. Applicant shall deny support of the installation of pay phones around the establishment (externally). The applicant shall have existing pay phones (if any) removed from the exterior of the establishment at the end of the current contract.
 - B. Applicant, and all employees of the applicant, shall attend and complete an alcoholic beverage server training course/seminar.
10. 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



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



Class A and Class B Liquor License Cooperative Agreement

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: KIMTAN, INC.
 By: JAMES MASON KEO
 Date: NOVEMBER 19, 2007
 Signature: [Signature]

ABC Board/Licensed Manager:
 By: JAMES MASON KEO
 Date: NOVEMBER 19, 2007
 Signature: [Signature]

Advisory Neighborhood Commission 6A:
 By: Joseph Fengler
 Date: 10/12/2007
 Signature: [Signature]

Rosedale Area Residents (33)
 By: Joseph BELLINO
 Date: 2/22/08
 Signature: [Signature]

GOVT OF THE DISTRICT OF COLUMBIA
 ALCOHOL BEVERAGE AND
 REGULATION ADMINISTRATION
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 REC'D BY: [Signature]