

Chong K. Choi
t/a Tony's Country Market
Case no. 10298-06/004P
License no. 25404
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Protestant has agreed to withdraw its protest, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

Accordingly, it is this 11th day of October 2006, **ORDERED** that:

1. The protest of Anthony Muhammad, Chairman, on behalf of ANC 8A, is **WITHDRAWN**;
2. The renewal application of Chong K. Choi, t/a Tony's Country Market, for a Retailer's Class "B" License at 1535 U Street, S.E., Washington, D.C., is **GRANTED**;
3. The above-referenced agreement is **INCORPORATED** as part of this Order;
and
4. Copies of this Order shall be sent to the Protestant and the Applicant.

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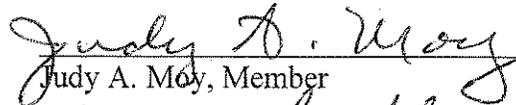
District of Columbia
Alcoholic Beverage Control Board



Charles A. Burger, Chairperson



Vera M. Abbott, Member



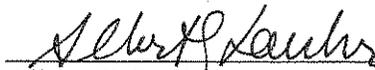
Judy A. Moy, Member



Audrey E. Thompson, Member



Peter B. Feather, Member



Albert G. Lauber, Member

Eartha Isaac, 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 Agreement

between

Advisory Neighborhood Commission 8A (ANC)

and

TONY COUNTRY MARKET

(Licensee Trading as)

1535 U ST S.E WASHINGTON, D.C

(Address)

20020

(Retailer's Class & License number)

Whereas, the Licensee has applied to renew an Alcoholic Beverage Control Retailer's Class B license for the business and location named above, and

Whereas, the Licensee and ANC 8A have discussed the concerns of the community and have reached an understanding the relating to the operation of the ABS licensed establishment as well as the level of cooperation that shall exist between the Licensee and the community.

Now, Therefore, the Licensee agrees to the following:

1. The Licensee will comply with all the laws and regulations governing the operation of a Retailer's Class B license by which this Cooperative Agreement applies, as applied for and approved by the District of Columbia in the name of the Licensee.
2. The sale of drug paraphernalia is illegal (see 48 D.C. Code section 1103—violation is subject to jail and/or fine for the first offense and) as is the sale of single or loose cigarettes. The Licensee will not sell any drug paraphernalia or specified items that can assist in drug use:
 - A. Cigarette rolling paper: cocaine freebase kit
 - B. Pipes of any kind (i.e. metal, wooden, acrylic, glass, stone, plastic or ceramic) spoons, marijuana bongs, roach clips, cigar screens
 - C. Individual *Brillo* (other brand names) pads, scouring pads or steel wool that are not contained in tagged manufactured packaging
 - D. Small plastic zip lock or jewelry bags less than 3/4" in size
 - E. Single or loose cigarettes
 - F. Single/individual razor blades that are not contained in tagged manufactured packaging
 - G. Blunt papers, blunt wrappers and tobacco leaves
 - H. Small bags of ice, "to-go-cups"
 - I. Paper or plastic individual cups
3. The Licensee will not sell alcoholic beverages before or after ABC regulated hours

4. The Licensee will keep the "immediate environs" as defined in the D.C. Official Code, Title 25 section 24-726 Control of Litter, (a) the Licensee under a retailer's license shall take reasonable measure to ensure that immediate environs of the establishment adjacent to the alleys, sidewalks, or other public property immediately adjacent to the establishment, or other property used by the Licensee to conduct its business, are kept litter free, (b) the Licensee under a retailer's license shall comply with the Litter Control Expansion Act of 1987, effective October 9, 1987 (D.C. Law 7-38:23 DCMR 720).
5. The Licensee will keep the inside of the store free of debris and trash.
6. The Licensee (establishments with parking lots) will post "Parking Limits" signs on their parking lot to deter unwanted guest from parking for long periods of time without patronizing the establishment.
7. The Licensee will not display any promotional signs, banners, and inflatable devises advertising beer, wine, alcoholic beverages and/or tobacco products on the exterior of property used by the Licensee.
8. The Licensee will promptly (within 14 days) remove or paint over any graffiti on the exterior walls of property used by the Licensee to conduct business.
9. The Licensee will prohibit loitering in front of the business, will use reasonable efforts to enforce such a prohibition, and will post "No Loitering" signs in a prominent place on the exterior of its establishment.
10. The Licensee will post warning signs that states it is illegal for anyone under the age of 18 to purchase tobacco products. The sign will include the Surgeons General's warning. In addition, the sign will clearly state the maximum fine for violation of this section and the sign will be visible to the public.
11. The Licensee will request that everyone that appears to be under the age of 18 to show proper identification when purchasing tobacco.
12. The Licensee will not sell or deliver alcohol beverages to any person under the age of 21. In addition, the Licensee will post a warning sign that states it is illegal for anyone to sell, serve, or distribute alcoholic beverages to anyone under the age of 21 and the sign will be visible to the public.
13. The Licensee will not knowingly sell alcoholic beverages to an intoxicated person.
14. The Licensee will take all reasonable precautions to avoid the sales of alcoholic beverages in any form to anyone accompanying a person who has been denied service, if it appears that is being made to buy alcohol for that person who has been denied.

15. The Licensee will take no action to cause any public telephones to be installed in the area outside its premises, and to take all action within its power to cause the existing telephones stand to be removed.
16. The Licensee will install and properly maintain at least one surveillance camera inside and outside of the property used by the Licensee to conduct business.
17. The Licensee will contact the Metropolitan Police Department and report any and all unlawful activity conducted inside or observed outside of the property used by the Licensee to conduct business.
18. The Licensee agrees to work with the community to resolve problems that brought to the attention of the Licensee. Specifically the Licensee agrees to respond within 14 days business days to any written complaint that is received from the ANC 8A and further agrees to document its reasonable efforts to respond to such written complaint. The ANC 8A give their assurance that any complaints towards the Licensee will or inform the Korean American Business Association (KABA) and Department of Consumer and Regulatory Affairs (DCRA).
19. The Licensee agrees and assures that all of its employees will adhere to the provisions of this agreement, particularly with respect to the sale of alcoholic beverages and tobacco products in any form.
20. The Licensee agrees to have a copy of this Cooperative Agreement available upon request at the location of the business.
21. In the event any provision of this Cooperative Agreement is deemed to be void, invalid or unenforceable that provisions shall be served from the remainder of this Cooperative Agreement so as not to cause the invalidity or unenforceability of the remainder of this Cooperative Agreement. All remaining provisions of this Cooperative Agreement shall then continue in full force and effect. If any provision shall be deemed invalid to scope or breadth permitted by law.
22. This agreement may be modified, superseded or void only upon the written and signed agreement of all parties. Further, the physical destruction or loss of this document shall not be constructed as a modification or termination of the Cooperative Agreement contained herein.
23. Each party acknowledges that he/she has had an adequate opportunity to read fully consider the terms of this Cooperative Agreement. The terms and conditions of this entire Cooperative Agreement are agreed and understood by the Licensee and the community of ANC 8A.
24. The Licensee is assured that the provisions of this agreement will be offered to other members of the Ward 8 Business Community (gas stations, deli's, vendors and Liquor Stores).

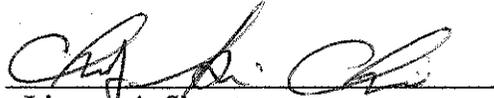
25. The Licensee acknowledges the provisions of this Cooperative Agreement will be fully enforced by the effective date.

26. The Licensee will store and refrigerate all beer, wine and other alcoholic beverages within reasonable space or shelves from other groceries in the establishment.

The provisions of this Cooperative Agreement shall become part of the conditions of the ABC license and shall remain in force for the duration of renewal period of the license. Violation of this Cooperative Agreement by the Licensee or the Licensee's failure to implement measures called for in the Cooperatives Agreement shall be considered just cause for the ABC board to initiate a show cause hearing upon evidence that a licensee has violated the Cooperative Agreement. Upon a determination that the licensee has violated the Cooperative Agreement, the board shall penalize the Licensee according to the provisions set forth for violations of a license in Chapter 8 of the D.C. Official Code, Title 25.

Notwithstanding anything to the contrary herein, Licensee shall use reasonable efforts to control litter, keep the property clean, maintain signs and placards as required, and monitor activities around the property as more fully set forth in Section 4, 5, 6, 9, 11, 16, and 17. ANC 8A agree to provide written notice to Licensee and the opportunity to correct same prior to initiating a "show cause" hearing for such violation; provide however that no more than two notice shall be required in any 12 month period and, provide further that no other notice shall deemed necessary for subsequent willful violations.

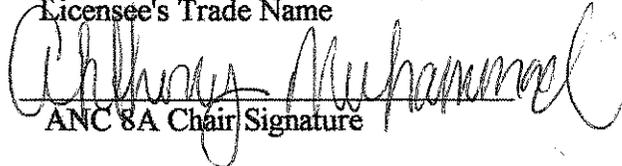
CHONG KI CHOI
Licensee's Name


Licensee's Signature

SEP 17 2006
Date

TONY COUNTRY MARKET
Licensee's Trade Name

Anthony Muhammad
ANC 8A Chair Name(Print)


ANC 8A Chair Signature

09-07-06
Date