



**Black Associates, Inc.**  
**t/a Argyle Convenient Store**  
**Application no. 1714**  
**Page two**

police service to Mount Pleasant Street, N.W., especially in the number of disorderly calls for police service, and that MPD officers within Patrol Service Area 301 have made fewer alcohol-related arrests. Specifically, the statistical data presented by MPD revealed that the number of calls for police service to Mount Pleasant Street, N.W., has decreased from one thousand, four hundred and twenty-three (1,423) calls in 2000 to eight hundred and thirty-four (834) calls in 2004. Furthermore, the number of disorderly calls for police service to Mount Pleasant Street, N.W., has decreased from four hundred and eighty-six (486) calls in 2000 to two hundred and forty (240) calls in 2004. The testimony of Laurie Collins, Marika Torok, and Joan Gordon, on behalf of MPNA, revealed that the Mount Pleasant neighborhood has experienced a dramatic quality of life improvement since the single sales moratorium provision took effect as there has been noticeably less public consumption of alcoholic beverages, public urination, public intoxication, panhandling, and a significant reduction in the amount of litter scattered throughout the surrounding streets, alleyways, tree boxes, and front yards of neighborhood residences.

The testimony of Affected Licensees Deanna Bayer, Miceal Dedros, David Hwank, and Dale Park revealed that they were not opposed to a renewal of the single sales moratorium provision; however, each expressed concern that their establishments have undergone a severe financial impact as a result of the subsequent statutory change in the closing time of Retailer's License Class "A" and Class "B" establishments including from midnight to 10:00 p.m. for Class "B" retailer's establishments. The Board also heard testimony from other Affected Licensees in opposition to MPNA's request to renew the single sales moratorium provision for a four (4) year period. The testimony of Affected Licensees Chong Lee and Berouz Rakani revealed that on a monthly basis their establishments experience a monetary loss because of the single sales moratorium provision and that other ABC establishments within close proximity, but outside of the Mount Pleasant area, are able to profit from the single sales moratorium provision because the provision only applies to the Affected Licensees. The Board originally rendered a decision on this matter on December 15, 2004 and found the written request of MPNA, based upon the testimony and comments it received, to warrant the renewal of the existing single sales moratorium provision contained in the voluntary agreements of the Affected Licensees for a four (4) year period. Additionally, based upon comments expressed by some of the Affected Licensees regarding the economic loss that has been suffered due to the statutory change in the closing time of Retailer's License Class "A" and Class "B" establishments, the Board found it appropriate to amend the Licensee's existing voluntary agreement by deleting paragraph T, which prohibits each Affected Licensee from selling alcoholic beverages prior to 9:30 a.m. The Board notes that Mount Pleasant resident Laurie Collins did not object to this change.

On December 27, 2004, the Board received a Motion for Reconsideration of the Board's December 15, 2004 decision from ANC 1D, which indicated that ANC 1D did

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not receive written notice of the December 1, 2004 fact finding hearing regarding MPNA's request to renew the Mount Pleasant area single sales moratorium provision. The Board found that ANC 1D was not notified of the December 1, 2004 hearing and granted the Motion for Reconsideration and held another fact finding hearing on April 20, 2005 in an effort to receive comments from ANC 1D. The Board recognizes that pursuant to D.C. Official Code § 1-309.10(d) (2001) and D.C. Official Code § 25-609 (2001), an ANC's properly adopted written recommendations are entitled to great weight from the Board. During the April 20, 2005 hearing, the testimony of Jack McKay, Chair, on behalf of ANC 1D, revealed that on April 2, 2005 a resolution was passed by ANC 1D requesting the ABC Board "to extend the moratorium on specific single sales containers of alcohol, and to use this extension period to examine and study the overall impact, importance and extent the moratorium has played in changing the social landscape of Mount Pleasant Street, and to provide the legally required proof of the continuing need for the moratorium in Mount Pleasant." The Board notes that during the April 20, 2005 hearing it received a copy of the April 2, 2005 ANC 1D resolution and that prior to the end of the comment period, which expired on April 30, 2005, it received written comments from four (4) Single Member District Commissioners within ANC 1D and Najiya Shana'a, Executive Director, Neighbors' Consejo, explaining that their individual support for an extension of the Mount Pleasant moratorium is contingent upon a study being conducted to analyze the overall effects of the moratorium. On April 20, 2005, the Board also received testimony from Gregg Edwards, Chair, on behalf of All-Ways Mount Pleasant ("AMP"), requesting that the Board notify and invite testimony from a larger range of civic associations including ANC 1D, AMP, the Mount Pleasant Business Association, the Mount Pleasant Main Street, MPNA, and Neighbors' Consejo, regarding alcoholic beverage control issues. At the conclusion of the April 20, 2005 hearing, the Board took the matter under advisement.

The Board is satisfied that the testimony and evidence presented by MPD, MPNA, and several Mount Pleasant residents warrants the renewal of the Mount Pleasant single sales moratorium provision contained in paragraph U of the Licensee's voluntary agreement. However, the Board is renewing the single sales moratorium provision contained in the voluntary agreements of the Affected Licensees for a three (3) year period instead of the four (4) year period sought by MPNA. Specifically, testimony and comments submitted by ANC 1D and AMP revealed that the social and economic landscape of the Mount Pleasant area has changed significantly over the last four (4) years, creating a need to re-evaluate, over the course of the three (3) year moratorium period, whether such changes will render the moratorium necessary for the future. ANC 1D also requested that the Board conduct a study of the effects of the moratorium. While the Board believes that ANC 1D's request for a study on the effects of the Mount Pleasant moratorium would prove useful, the Board, as a matter of practice cannot and does not have the appropriate resources to perform such a study. However, the Board

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would welcome and give consideration to all relevant information that is obtained from any future studies performed pertaining to this issue. Additionally, in an effort to alleviate some of the economic hardship experienced by the Affected Licensees, the Board is repealing the restriction that prohibits each Affected Licensee from selling alcoholic beverages prior to 9:30 a.m. As a result, the Affected Licensees may begin selling alcoholic beverages at 9:00 a.m., on those days that they are approved to sell alcoholic beverages.

Accordingly, it is this 5<sup>th</sup> day of October 2005, **ORDERED** that:

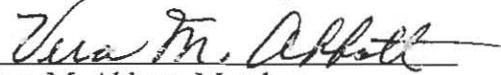
1. Paragraph U of the Licensee's existing voluntary agreement, approved on November 21, 2001, prohibiting the sale of single beers or malt liquors, is **CONTINUED** for a three (3) year period, expiring on October 4, 2008;
2. The Licensee's existing voluntary agreement, approved on November 21, 2001, is **AMENDED** by deleting paragraph T, which prohibited the Licensee from selling alcoholic beverages prior to 9:30 a.m.; and,
3. Copies of this Order shall be sent to the Signatories of the voluntary agreement.

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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.

*Handled  
12/3/01*

BEFORE  
THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of: )  
)  
Black Associates, Inc. )  
t/a Argyle Convenient Store )  
)  
Application for a Retailer's Class )  
B License )  
at premises )  
3220 17<sup>th</sup> Street, N.W. )  
Washington, D.C. )

Application no. 1714

BEFORE: Roderic L. Woodson, Esquire, Chair  
Vera Abbott, Member  
Charles Burger, Member  
Laurie Collins, Member  
Judy Moy, Member  
Ellen Opper-Weiner, Esquire, Member  
Audrey E. Thompson, Member

**ORDER ON VOLUNTARY AGREEMENT**

The licensee, the Mount Pleasant Neighborhood Alliance (MPNA), and the Advisory Neighborhood Commission (ANC) 1E entered into an agreement on October 17, 2000. The agreement is one of several voluntary agreements between ABC establishments in the Mt. Pleasant area, MPNA and ANC 1E. The Board approved the license application conditioned on the applicant's compliance with the terms of the voluntary agreement, and incorporated the text of the same into the Order dated February 14, 2000.

On October 3, 2001, the Board held a fact finding on these voluntary agreements, focusing on the prohibition on the sale of single beers. On October 24, 2001, the Board took the matter under advisement and rendered its decision to continue the prohibition on the sale of single beers for one (1) year.

Accordingly, it is this 21<sup>st</sup> day of November 2001, **ORDERED** that:

- 1) The existing voluntary agreement containing the provision prohibiting the sale of single beers, be, and the same hereby, is **CONTINUED** for one (1) year between the parties; and

**Black Argyle Associates, Inc.**  
**t/a Argyle Convenient Store**  
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- 2) The Board shall hold a fact finding hearing prior to the expiration of the restriction to determine whether to extend or eliminate the prohibition on single sales;
- 3) The permanent restriction prohibiting the licensee from selling alcoholic beverages prior to 9:30 a.m. shall remain in place; and
- 4) Copies of this Order shall be sent to the licensee, the Mount Pleasant Neighborhood Alliance and ANC 1E.

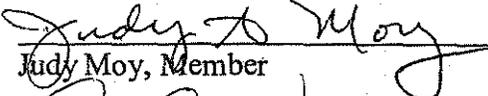
District of Columbia  
Alcoholic Beverage Control Board

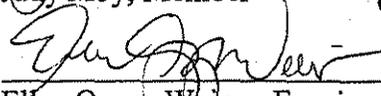
  
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Roderic L. Woodson, Esquire, Chair

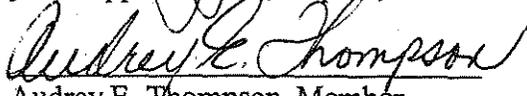
  
\_\_\_\_\_  
Vera Abbott, Member

\_\_\_\_\_  
Charles Burger, Member

*not voting*  
\_\_\_\_\_  
Laurie Collins, Member

  
\_\_\_\_\_  
Judy Moy, Member

  
\_\_\_\_\_  
Ellen Opper-Weiner, Esquire, Member

  
\_\_\_\_\_  
Audrey E. Thompson, Member

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

**In the Matter of:**

Black Associates, Inc.  
t/a Argyle Convenient Store

Case No. 1714-00028P

Application for a Retailer's License  
B – renewal  
at premises  
3220 17th Street NW  
Washington, D. C.

**Laurie Collins, President, Mt. Pleasant Neighborhood Alliance (MPNA), Bill Mosley, Chair, Advisory Neighborhood Commission (ANC) 1E, and Jefferson Brechbuhl, Mount Pleasant Community Development Center, Protestants**

**Behrouz T. Rakani, President, on behalf of Black Associates, Inc., Applicant**

**BEFORE: Roderic L. Woodson, Esquire, Chair  
Vera Abbott, Member  
Charles Burger, Member  
Judy Moy, Member  
Ellen Opper-Weiner, Esquire, Member  
Audrey E. Thompson, Member**

**ORDER ON WITHDRAWN PROTEST AND VOLUNTARY AGREEMENT**

The application, having been protested, came before the Board for public hearing on April 19, 2000, in accordance with D. C. Code Section 25-115 (c)(5)(1999 Supp.), providing for the protestants to be heard. Laurie Collins, president, on behalf of the Mount Pleasant Neighborhood Alliance (MPNA), Bill Mosley, chair, on behalf of the Advisory Neighborhood Commission (ANC) 1E and Jefferson Brechbuhl, on behalf of the Mount Pleasant Community Development Center (MPCDC) filed timely protest letters, dated February 21, 2000, March 8, 2000 and March 19, 2000, respectively.

Black Associates, Inc.  
t/a Argyle Convenient Store  
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The official records of the Board reflect that the parties have now reached an agreement, which has been reduced to writing, and has been properly executed and filed with the Board. Pursuant to the agreement dated October 17, 2000, the Protestants have agreed to withdraw the opposition, provided however, the Board's approval of the pending application is conditioned.

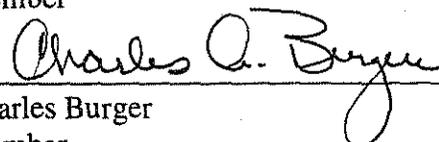
Accordingly, it is this 14<sup>th</sup> day of February 2001, **ORDERED** that:

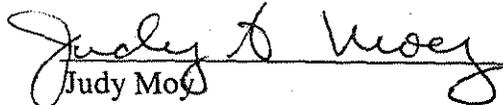
1. The protests of ANC IE , MPNA and MPCDC be, and the same hereby, are **WITHDRAWN**;
2. The above- referenced agreement between the parties, be, and the same hereby, is **INCORPORATED** as part of this **ORDER**;
3. The application of Black Associates, Inc. t/a Argyle Convenient Store for a retailer's class B renewal license at premises 3220 17th Street NW, Washington, D.C., be, and the same hereby, is **GRANTED**; and,
4. Copies of this Order shall be sent to the Protestants and the Applicant.

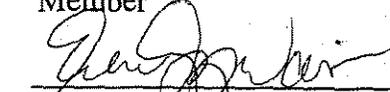
DISTRICT OF COLUMBIA ALCOHOLIC BEVERAGE CONTROL BOARD

  
\_\_\_\_\_  
Roderic L. Woodson, Esquire  
Chair

  
\_\_\_\_\_  
Vera Abbott  
Member

  
\_\_\_\_\_  
Charles Burger  
Member

  
\_\_\_\_\_  
Judy Moy  
Member

  
\_\_\_\_\_  
Ellen Opper-Weiner, Esquire  
Member

  
\_\_\_\_\_  
Audrey E. Thompson  
Member

#1714

9/21/00

VOLUNTARY AGREEMENT BETWEEN Black Associates, Inc T/A ARGYLE Convenience Store  
THE MOUNT PLEASANT ADVISORY NEIGHBORHOOD COMMISSION, AND THE  
MOUNT PLEASANT NEIGHBORHOOD ALLIANCE

Whereas, Black Associates, Inc ("Licensee") has applied for renewal of an ABC Class B license for the premises located at 3220 Mt. Pleasant Street, N.W., Washington, D.C., Case No. 1714-00028P; and

Whereas, the Mount Pleasant Advisory Neighborhood Commission ("ANC 1E") and the Mount Pleasant Neighborhood Alliance (MPNA) have filed a protest to the renewal of the license: and

Whereas, the parties have discussed the concerns of the neighborhood and have reached an understanding relating to the operation of the establishment and cooperative efforts of the Licensee, ANC 1E, and MPNA.

Now, therefore, in consideration of the agreements set forth herein, ANC 1E and MPNA agree to withdraw its protest and Licensee agrees to comply with the terms of the agreement as set forth hereinafter.

Further, all the parties agree to participate in an on-going, structured process of consultation to identify and resolve problems. Protest of ABC Board actions is viewed as a last resort.

Upon acceptance by the ABC Board, this agreement supersedes and replaces all previous Voluntary Agreements previously entered into and attached to the license.

Licensee agrees:

- A. Licensee will comply with all laws and regulations governing the operation of the establishment, including laws and regulations governing the Class B license to which this agreement applies, as applied for and approved by the District of Columbia in the name of Licensee.
- B. Licensee, its officers and employees, will cooperate with ANC 1E and MPNA to address any alleged violation of the laws and regulations referred to in Provision A above and in any request that the appropriate enforcement agency investigate an alleged violation.
- C. Licensee, in cooperation with ANC 1E and MPNA, will support community organizations that seek to alleviate alcohol abuse problems, by participation in meetings and programs, and by other assistance as the circumstances may warrant.
- D. Licensee will participate in the Mount Pleasant business community in an effort to enlist wider business support for cleaner streets and sidewalks, responsible alcohol service, support of alcohol abuse prevention organizations, and law enforcement activities, including supporting efforts

- D. (cont.)  
to supplement current efforts to hire private trash services to keep Mount Pleasant Street clean on a daily basis. This role includes, but is not limited to, consultation with ANC 1E and MPNA when such participation and consultation are reasonably requested.
- E. Licensee will notify ANC 1E and MPNA of any application to transfer the license when filing such application with the Alcoholic Beverage Control Board.
- F. Licensee agrees to maintain trash, garbage and recycling material storage facilities in which all containers have lids which are kept securely closed at all times, which containers shall be sufficient to contain all trash, garbage and recycle materials generated by the establishment, and to assure that trash, garbage, and recycle materials are removed at least three times per week, and only during the hours between 9:00 AM and 9:00 PM. Where the Licensee does not control the trash collection, the ANC and Licensee will work with the landlord to establish appropriate hours for pickup.
- G. Licensee will take reasonable measures to assure that that the immediate environs of the establishment are kept free of litter and debris. "Immediate environs" is defined in Section 720.2 of the ABC Regulations as including: "all property on which the premises are located; all property used by the licensee to conduct its business, whether part of the premises or not, including parking lots and the portion of alleys, sidewalks, or other public property immediately adjacent to the premises or adjacent to the property used by the licensee to conduct its business."
- H. Licensee will discourage loitering in front and rear of the establishment, and will cooperate with the Metropolitan Police to enforce this policy.
- I. Licensee will post signs in the establishment in both English and Spanish informing patrons that drinking in public is illegal and subject to possible fine or imprisonment, and that no sales will be made to minors, intoxicated persons, or persons accompanying such persons.
- J. Licensee agrees to work cooperatively, with ANC 1E and MPNA, to improve the overall environment on Mount Pleasant Street to make it a more pleasant, safe area for residents, customers and businesses.
- K. Licensee will not, directly or indirectly, knowingly sell or deliver alcoholic beverages to any intoxicated person, or to any person of intemperate habits, or to any person who appears to be intoxicated, and will cooperate with the Metropolitan Police and health and social service agencies to identify such persons. A person of intemperate habits shall be defined as any person arrested or cited for alcohol-related offenses by the

K. (cont.)

Metropolitan Police 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.

- L. Licensee will not sell or deliver alcoholic beverages to any person or persons under the age of 21, and will prominently display the fact that such sales are prohibited and that patrons are subject to being asked to produce valid proof of age.
- M. Licensee will not sell or deliver alcoholic beverages to anyone accompanying a person who has been denied service if there is an apparent attempt to deliver the alcoholic beverage to the person who has been denied service.
- N. Licensee will not provide "go-cups" to customers. A "go-cup" is defined in Section 709.7 of the ABC regulations as a "drinking utensil provided at no charge or a nominal charge to customers for the purpose of consuming beverages. "
- O. Licensee will assure that all alcoholic beverage sales staff receives appropriate training in the sale and handling of alcoholic beverages. Licensee will also assure that the ABC Board-approved manager or approved corporate officer on duty in the establishment has received training of the type offered by TIPS, and is displaying identification as an ABC approved manager.
- P. Licensee will comply with DC law and regulation concerning advertising and signage, including historic preservation regulations and guidelines.
- Q. Licensee will not sell, deliver or allow consumption of alcohol before or after legal hours of sale, as modified by this Voluntary Agreement.
- R. Licensee will meet quarterly with a representative of ANC 1E and MPNA to discuss issues and solutions to problems concerning the operation of the establishment in the neighborhood, if so requested by ANC 1E and MPNA.
- S. Licensee will support ANC 1E and MPNA in its efforts with the Metropolitan Police and Emergency Medical Service personnel to establish and carry out an "interdiction" program to identify persons of notoriously intemperate habits and assure that licensees refrain from selling alcoholic beverages to such persons.
- T. Licensee will not sell alcoholic beverages of any kind before 9:30 AM.

U. For a period of one year, from November 14, 2000 up through and including November 14, 2001, or running for a period of one year from the date from which Lee Irving Liquor refrains from selling beer or malt liquor pursuant to a voluntary agreement executed by Lee Irving Liquor with MPNA and ANC 1E, whichever is sooner, Licensee shall not sell beer or malt liquor in single containers of any size. On or about forty-five days prior to expiration of the one year prohibition on single sales set forth herein, all parties to this Agreement shall jointly petition the ABC Board for a fact-finding hearing concerning the effect this prohibition on single sales has had with respect to issues in the neighborhood involving peace, order and quiet, trash, loitering and service to intoxicated or intemperate persons. As a result of such hearing, the Board shall determine whether to extend or eliminate the prohibition on single sales by Licensee.

V. This Voluntary Agreement will be posted in the licensee's establishment along with the license granted by the Alcoholic Beverage Control Board.

ANC 1E and MPNA agree:

1. ANC 1E and MPNA will support renewal of the Licensee's ABC license in consideration of agreement to these provisions.
2. ANC 1E and MPNA will work with the Metropolitan Police to assure protection of licensee against any action by any patron denied service.
3. ANC 1E and MPNA will work with the Metropolitan Police to eliminate illegal alcohol sale and consumption and loitering in the Commission's jurisdiction.
4. ANC 1E and MPNA will provide the signs referred to in Provision I, above.
5. ANC 1E and MPNA will meet with the Licensee at Licensee's request to discuss and resolve matters of mutual concern.
6. MPNA and ANC 1E shall promptly approach Lee Irving Liquor in an effort to obtain its agreement to abide by the single sale prohibition set forth in paragraph U above. If MPNA and ANC 1E are unable to obtain agreement from Lee Irving to restrict its sales upon the same terms as provided for herein, MPNA and ANC 1E shall within thirty days file a Motion Seeking an Order to Show Cause before the ABC Board in an effort to cause Lee Irving Liquors to agree to such provision or cause the revocation of its license. MPNA and ANC 1E shall work in good faith to obtain voluntary agreements with all other

6. (cont.)

Class A and B stores in the Mount Pleasant Area upon substantially similar terms, and it agrees to actively pursue protest actions against any establishment that refuses to comply with the hour and single sale restrictions set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year stated below.

For Class B Establishment:

B. Rak

Date: 9/21/2000

For the Mount Pleasant Neighborhood Alliance:

[Signature]

Date: 17-Oct-2000

For Advisory Neighborhood Commission 1E:

Laurie Collins

Date: 10-17-00

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

**In the Matters of:**

Assad, Inc.,  
t/a Mt. Pleasant Deli  
3068 Mt. Pleasant Street, N.W.

**and**

Black Associates, Inc.,  
t/a Argyle Convenience Store  
3220 17<sup>th</sup> Street, N.W.

**and**

E & C Foods, Inc.,  
t/a Bestway Supermarket  
3178 Mt. Pleasant Street, N.W.

**and**

Myungjoon, Inc.,  
t/a Los Primos  
3170 Mt. Pleasant Street, N.W.

**and**

David & Cindy, Inc.,  
t/a Samber Food Store  
3243 Mt. Pleasant Street, N.W.

**and**

Viviana, Inc.,  
t/a Super Saver Market  
3162 Mt. Pleasant Street, N.W.

**Holder's of Retailer's  
Class B Licenses**

**License Numbers: 60777, 9593, 77728,  
76413, 24753, 76894**

**CONSOLIDATED ORDER  
NUMBER: 2009-236**

**BEFORE:** Peter B. Feather, Chairperson  
Mital M. Gandhi, Member

Nick Alberti, Member  
Charles Brodsky, Member  
Donald Brooks, Member  
Herman Jones, Member

**CONSOLIDATED ORDER REMOVING ADVISORY NEIGHBORHOOD  
COMMISSION (“ANC”) 1D (FORMERLY “1E”) FROM THE ABOVE-  
CAPTIONED VOLUNTARY AGREEMENTS**

The above-captioned Licensees all have Voluntary Agreements as part of their Alcoholic Beverage Licenses which include the Advisory Neighborhood Commission (“ANC”) which, at the time that these Voluntary Agreements were submitted, was ANC 1E and is now ANC 1D. *See Alcoholic Beverage Regulation Administration Licensing File Numbers 60777, 9593, 77728, 76413, 24753, and 76894.*

ANC 1D expressed its desire to the Alcoholic Beverage Control Board (the “Board”) to be removed as a party to each of these six Voluntary Agreements. *See ANC 1D Letter of Disavowal, attached.* ANC 1D, as part of this request, indicates that it does not consider these agreements to be necessary as they pertain to the ANC and the ANC agrees not to seek enforcement of any of the provisions. This request does not affect the other signatory to the agreements with these licensees, the Mount Pleasant Neighborhood Alliance, thus, the Voluntary Agreements will still remain in effect as part of the License for each of these establishments.

Accordingly the Board does hereby, on this 30<sup>th</sup> day of September, 2009,  
**REMOVE** ANC 1D from the Voluntary Agreements pertaining to:

- 1) Assad, Inc., t/a Mt. Pleasant Deli – LICENSE # 60777
- 2) Black Associates, Inc., t/a Argyle Convenience Store – LICENSE # 9593
- 3) E & C Foods, Inc., t/a Bestway Supermarket – LICENSE # 77728
- 4) Myungjoon, Inc., t/a Los Primos – LICENSE # 76413
- 5) David & Cindy, Inc., t/a Samber Food Store – LICENSE # 24753
- 6) Viviana, Inc., t/a Super Saver Market – LICENSE # 76894

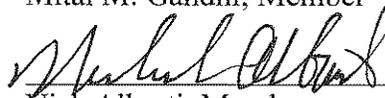
Copies of this Order shall be sent to each Licensee, ANC 1D, and the remaining signatory on the Voluntary Agreements, the Mount Pleasant Neighborhood Alliance.

District of Columbia  
Alcoholic Beverage Control Board

  
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Peter B. Feather, Chairperson

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Mital M. Gandhi, Member



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Nick Alberti, Member

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Charles Brodsky, Member



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Donald Brooks, Member



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Herman Jones, Member

<b>Jane Zara, 1D01</b> jjzara@aol.com	<b>Mount Pleasant Advisory Neighborhood Commission</b>	<b>Gregg Edwards, 1D04</b> Vice Chair g@ge1.org
<b>Oliver Tunda</b> tunda21@hotmail.com	<b>anc1D</b> mount pleasant, dc	<b>Dave Bosserman, 1D05</b> orilla@comcast.net
<b>Jack McKay, 1D03</b> Secretary-Treasurer jack.mckay@verizon.net	P.O. Box 43529, Washington, DC 20010 Tel: 234-6646 Web: www.anc1d.org e-mail: anc1d@googlegroups.com	<b>Angelia Scott, 1D06</b> Chair pastorascott@yahoo.com

### Disavowing ANC1D support for voluntary agreements

*Resolved*, that ANC1D advises the District ABC Board that it disavows any ANC support for the voluntary agreements attached to the liquor licenses listed here, and coming due for renewal.

*Why*: voluntary (cooperative) agreements should not continue in perpetuity without review or change, but ought to be actively reviewed at intervals, in order to adapt to changing conditions. The agreements cited here were signed a decade ago, and there have been great changes in the neighborhood, and in this ANC. We do not consider these agreements to be appropriate or necessary today, and ANC1D will not call for the enforcement of any of their provisions. Hence, from this point forward, the ANC (1E at that time, 1D today) should not be considered a party to these agreements.

License #ABRA-060777 Assad, Inc. Mt Pleasant Delicatessen Class Retailer B 3068 Mt Pleasant St NW	License #ABRA-076413 Myungjoon, Inc. Los Primos Class Retailer B 3170 MT PLEASANT STREET NW
License #ABRA-009593 Black Associates, Inc. Argyle Convenient Store Class Retailer B 3220 17TH STREET NW	License #ABRA-024753 David & Cindy Incorporated Samber Food Store Class Retailer B 3243 MT PLEASANT STREET NW
License #ABRA-077728 E&C Foods, Inc. Bestway Supermarket Class Retailer B 3178 MT PLEASANT STREET NW	License #ABRA-076894 Viviana Incorporated Super Saver Market Class Retailer B 3162 MT PLEASANT STREET NW

*Passed by 4 to 0 vote at the legally noticed, public meeting of ANC1D on December 2, 2008, with a quorum present. Voting "yes": Commissioners Zara, Tunda, McKay, Bosserman. Abstaining: Commissioner Edwards.*