

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

In the Matter of:)	
)	
Ng Shu Kwan)	
t/a Chinatown Market)	
)	
Application to renew a)	Case No. 19616-09/009
Retailer's Class B License)	License No. 19616
)	Order No. 2009-091
At premises)	
521 H Street N.W.)	
Washington, D.C. 20001)	
)	

Ng Shu Kwan t/a Chinatown Market, Applicant

Karen J. Wirt, Chairperson, on behalf of Advisory Neighborhood Commission 6C; Miles Groves, on behalf of the Downtown Neighborhood Association, Inc.; Commander David K. Kamperin, on behalf of the Metropolitan Police Department; and David Rivera, on behalf of a Group of Five or More Individuals, Protestants

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ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST

The Application filed by Ng Shu Kwan t/a Chinatown Market, located at 521 H Street N.W., Washington D.C., to renew its Retailer's Class B license, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Status Hearing on March 4, 2009, in accordance with D.C. Official Code § 25-601 (2001). Karen J. Wirt, Chairperson, on behalf of Advisory Neighborhood Commission 6C; Miles Groves, on behalf of the Downtown Neighborhood Association, Inc.; Commander David K. Kamperin, on behalf of the Metropolitan Police Department; and David Rivera, on behalf of a Group of Five or More Individuals, all filed timely letters of opposition.

The official records of the Board reflect that the Parties have reached an Agreement which has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the Agreement, dated April 7, 2009, the Protestants have

Ng Shu Kwan
t/a Chinatown Market
License No. 74161
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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.

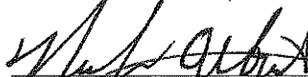
Accordingly, it is this 22nd day of April 2009, **ORDERED** that:

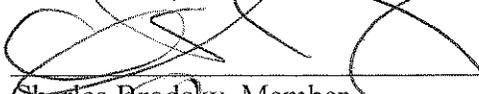
1. The above-referenced Voluntary Agreement between Ng Shu Kwan t/a Chinatown Market, located at 521 H Street N.W., Washington, D.C., and the Protestants to govern the operations of the Licensee's establishment is **APPROVED**;
2. This Agreement is **INCORPORATED** as part of this Order; and
3. Copies of this Order shall be sent to the Applicant and to the Protestants.

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.

VOLUNTARY AGREEMENT
Between
Chinatown Market and the Community

WITNESSETH

WHEREAS, **Mr. Ng. Shu Kwan (“Licensee”)** has applied for a renewal of the Alcoholic Beverage Control Retail Class B license No. 19616 for the business trading as **Chinatown Market, located at 521 H Street, N.W. (“Establishment”)**;

WHEREAS, **the Advisory Neighborhood Commission 6C (“ANC6C”), Single Member District ANC 6C 09 (“ANC 6C 09”), the Downtown Neighborhood Association (“DNA”), the Metropolitan Police Department (“MPD”), the protesters residing at 809 6th Street NW (“6th Street Flats residents”), 1837 Seventh Street, N.W., LLC and Chinatown 519, LLC, the owners of 519 H Street, NW which abuts the Establishment (collectively “1837”) are considering together (as the “Community”)** support of Licensee’s license renewal;

WHEREAS, the Establishment is within the boundaries of the ANC and the DNA;

WHEREAS, the parties have agreed to enter into this Voluntary Agreement to request that the Alcoholic Beverage Control Board (“ABC Board”) approve the Licensee’s license renewal conditioned upon the Licensee’s compliance with the terms of this written Agreement; and

WHEREAS, the parties are desirous of entering into a Voluntary Agreement for the operation and maintenance of the business in such a manner as to be consistent with the peace, order and quiet of the neighborhood and to eliminate the need for a Protest Hearing regarding the renewal application.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the parties agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. District of Columbia Laws and Regulations. Licensee will comply with all laws and regulations governing the operations of the Establishment, within the District of Columbia, including the law 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 Licensee.
3. Restriction on Hours of Alcoholic Beverage Sales. Licensee will ensure that no alcoholic beverages will be sold before 9:00 am or after 9:30 pm.
4. Cooperation in Stemming Illegal Drugs and Public Drinking. Licensee shall promptly contact the MPD when known or suspected illegal activity occurs.

Licensee shall make no sales of single cigarettes, cigarette rolling paper, glassine bags, Phillies Blunt cigars, rose bud containers, or other drug paraphernalia.

Licensee shall discourage the public consumption of alcohol by refraining from selling or distributing plastic or paper “go-cups” in quantities of ten or less. A “go-cup” is defined in Section 741(a) of Title 25 of the District of Columbia Municipal Regulations (“DCMR”) as a “drinking utensil provided at no charge or a nominal charge to customers for the purpose of consuming (alcoholic) beverages.”

Licensee shall not sell or distribute ice in quantities less than 7 pounds, including ice in individual go-cups.

Licensee shall 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 MPD and health and social service agencies to identify such persons and honor a stay away list provided by the Metropolitan Police Department. Licensee will not sell or deliver alcohol in any form to any person under 21 years

of age. All patrons must show a valid government issued identification that includes birth date.

Licensee shall take all precautions to avoid the sale of alcohol in any form to anyone accompanying a person who has been denied service, if it appears that an attempt is being made to buy alcohol for the person who has been denied service.

Licensee shall cooperate with the police in prosecuting all violations, and shall keep a written log of dates and times when the police are called to the Establishment. This log shall be provided to the ANC twice a year, during the months of January and July.

Licensee shall package all of their customers' purchases in clear plastic bags such that the contents of said bags can be easily identified.

5. Loitering and Panhandling. In recognition of the problem of loitering and panhandling in the vicinity of the Establishment, Licensee shall:
 - a. post a "No Loitering or Panhandling" sign, not to exceed 12 inches by 24 inches, in the front window;
 - b. post a sign inside requesting customers not to contribute to panhandlers;
 - c. ask loiterers to move on whenever they are observed outside the establishment;
 - d. use best efforts on Sundays, with notice of an open house from a resident of 809 6th Street NW, to ask loiterers to move on between the hours of 12:00PM and 5:00PM.
 - e. take steps to remove current exterior public pay phone from the property or cooperate with the community to get it removed.

6. Signage and Commercial Advertisements. In addition to Section 765 of the Title 25 DCMR, Licensee shall:
 - a. not increase advertising signage beyond the current space used.
 - b. maintain the front window signage not to exceed the present height and shall not place inventory above the top of the sign, to insure that the area above the sign is visible.
 - c. keep all signage and advertisement in good condition.
 - d. comply with all other DC law and regulations concerning advertising and signage and not knowingly violate historic preservation regulation and guidelines.

7. Appearance of Premises. Licensee shall promptly remove or paint over any graffiti written on the exterior walls of the property used by the Licensee to conduct business. Protestors recognize that both the DCDPW and the Downtown BID have active graffiti removal programs. Licensee may use those programs as long as graffiti is removed in a timely fashion.

8. Rats and Vermin Control. Protestors recognize that the Downtown BID has an active rat control program. Licensee may use this program, as long as rats are not present. Otherwise, Licensee shall install rat abatement devices and if that fails to control active rat infestation, then the Licensee shall have a private contract and provide proof of the contract to the ANC upon request.

9. Public Space and Trash. Licensee shall take reasonable measures to ensure that the immediate area of the location is kept free of litter and debris.

Licensee shall once daily remove beer and wine containers that appear to be generated from the Establishment from:

- a. the vehicle alley north of his establishment, up to the back property line of the 807 6th street, N.W. and
- b. the garden box in front of 809 6th St. N.W.

Licensee shall lock all trash trolleys or containers to prevent scattering of trash.

10. License Ownership. Licensee agrees to abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license. Licensee also agrees to be the sole owner of the ABC license and agrees not to transfer or sell to any other entity before obtaining approval from the ABC Board.

The provisions of this Voluntary Agreement shall become part of the conditions of the ABC license and shall remain in force upon renewal or transfer of the liquor license. Violations of this Voluntary Agreement by the Licensee, or the Licensee's failure to implement measures called for in this Voluntary Agreement, shall be considered just cause for the ABC Board to immediately suspend or revoke the ABC license granted to its establishment.

11. Participation in the ANC meetings. In order to maintain an open dialogue with the Community, Licensee is encouraged to occasionally send a representative to community meetings, including PSA101W meetings. Licensee, upon notice from the ANC, shall send a representative of the Establishment to a meeting of the respective organization to discuss and find reasonable ways to resolve any problems associated with its operations.

12. Binding Effect. This Agreement shall be binding upon and enforceable against the successors and assigns of the Licensee.

13. Notice and Opportunity to Cure. In the event of a violation of the provision of this Agreement, Licensee shall be notified in writing by the person alleging such violation and given an opportunity to cure such violation within fifteen (15) days thereafter before action against Licensee on the basis of such violation may be undertaken. A material violation of this Agreement or its ABC license by Licensee, which has not been corrected after such fifteen (15) days' notice, protestors may seek a Show Cause Hearing from the ABC Board. 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. Notice is deemed to be received upon mailing.

Notice is to be given as follows to:

- a. The DNA, and
- b. The ANC representing Square 485

Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board.

14. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed as original, but all of which shall constitute one and the same instrument.

15. Withdrawal of Protest. Upon execution of this Agreement and its acceptance by the ABC Board, the Community shall withdraw its protest to the application for license renewal.

IN WITNESS WHEREOF, the parties have executed this Voluntary Agreement this ____ day of _____, 2009.

LICENSEE:

Chinatown Market

Shu KewAN NG
By: Printed Name

[Signature]
Signature

4/3/09
Date

PROTESTANT:

ANC 6C

KAREN NIRT
By: Printed Name

[Signature]
Signature

4.7.09
Date

6th Street Flat Residents

David B Rivera
By: Printed Name

[Signature]
Signature

4/05/09
Date

Downtown Neighborhood Association, Inc

Miles E. GROSS
By: Printed Name

[Signature]
Signature

4/6/09
Date

1837 Adjacent Property Owner

EDWARD A. DENERS, MEMBER
By: Printed Name

[Signature]
Signature

4-7-09
Date

Metropolitan Police Department

By: Printed Name

Signature

Date

ALCOHOL BEVERAGE REGULATORY AGENCY:

By: Printed Name

Signature

Date