

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

In the Matter of:)	
)	
BKS of Washington, Inc.)	
t/a Toni's Market)	
)	
Application to Renew its)	Case No. 74161-09/025P
Retailer's Class B License)	License No. 74161
)	Order No. 2009-088
At premises)	
5319 East Capitol Street S.E.)	
Washington, D.C. 20019)	
)	

BKS of Washington, Inc., t/a Toni's Market, Applicant

Khaliq Elhillali, on behalf of a Group of Five or More Individuals, and Capitol View Citizen's Association, 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ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST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 BKS of Washington, Inc., t/a Toni's Market, located at 5319 East Capitol Street S.E., 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 11, 2009, in accordance with D.C. Official Code § 25-601 (2001). Khaliq Elhillali, on behalf of a Group of Five or More Individuals, and Capitol View Citizen's Association, Protestants, filed a timely letter of opposition dated December 18, 2008.

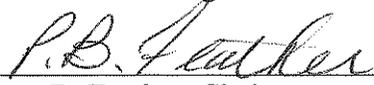
The official records of the Board reflect that the Parties have reached an Agreement which has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the Agreement, dated April 4, 2009, the Protestants have agreed to withdraw their protests, provided, however, the Board's approval of the pending Application is conditioned upon the licensee's continuing compliance with the terms of the Agreement.

BKS of Washington, Inc.
t/a Toni's Market
License No. 74161
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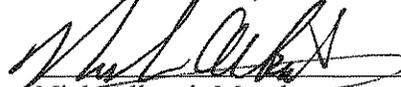
Accordingly, it is this 22nd day of April 2009, **ORDERED** that:

1. The above-referenced Voluntary Agreement between BKS of Washington, Inc., t/a Toni's Market, located at 5319 East Capitol Street S.E., Washington, D.C., and Khaliq Elhillali, on behalf of a Group of Five or More Individuals, and Capitol View Citizen's Association, 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 (cooperative) Agreement
Between
The Protestants
and

Toni's Market ("BKS of Washington, Inc.")

Licensee

5319 East Capitol St. SE, Washington DC 20019

Address

Class B - 074161

Retailer Class and License number

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

Whereas, on the 7th day of April 2009, the Licensee, and Protestants have discussed the concerns of the community and have reached an understanding in regards to the operation of the ABRA 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. Hours of Operation:
 - A. The Licensee will post signs, in side and out side the establishment, which indicate, "Between the hours of 9:30 am to 3:30 pm children under the age of 18 will not be serviced".
2. Public Space Cleanliness and Maintenance:
 - A. The Licensee will continue to keep the "immediate environment" liter free, as defined in the D.C Official Code, Title 25 section 24-726 Control of Liter.
 - B. The Licensee will adhere to DC Codes regarding 25% of windows and doors of an establishment cannot be covered by advertisements. Further, the Licensee will not display any promotional signs, banners, and inflatable devises advertising beer, wine, and alcohol beverages on *the exterior* of property used by the Licensee.
 - C. The Licensee will support the Protestants efforts to remove or paint over any graffiti on the exterior walls of the property used by the Licensee.

3. Signage/Loitering/Illegal Activity:

A. The Licensee will continue not to sell any drug paraphernalia or specified items that can assist in drug use:

- Cigarette rolling paper: cocaine freebase kit
- Pipes of any kind (i.e. metal, wooden, acrylic, glass, stone, plastic or ceramic) metal spoons, marijuana bong, roach clips, cigar screens
- Individual Brillo (or other brand names) pads, scouring pads or steel wool that are not contained in tagged manufactured packaging
- Small plastic zip lock or jewelry bags less than 3/4" in size
- Single or loose cigarettes
- Single/individual razor blades that are not contained in tagged manufactured packaging
- Small bags of ice, "to-go-cups"
- Paper or plastic individual cups

B. The Licensee will continue to 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.

C. The Licensee will post warning signs, which states "it is illegal for anyone under the age of 18 to purchase tobacco products". The sign will include the Surgeons General's warning.

D. The Licensee will not sell or deliver alcoholic 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". The sign will be visible to the public.

E. The Licensee will *not knowingly* sell alcoholic beverages to an intoxicated person.

F. 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 the sale is being made to buy alcohol for that person who has been denied.

4. Miscellaneous:

A. The Licensee will continue to store and refrigerate all beer, wine and other alcoholic beverages on a separate aisle from all other groceries within the establishment.

B. By January 1, 2010 the Licensee will discontinue the use of Black "environmentally unsafe" bags and began to use white plastic for beers.

C. The Licensee will continue to maintain a surveillance camera inside of the property used by the Licensee to conduct business.

Voluntary (Cooperative) Agreement



- D. 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.
- E. The Licensee agrees to work with the community to resolve problems that are brought to the attention of the Licensee. The Protestants agree that complaints will be in writing and sent to the storeowner at the store. The Licensee agrees to respond within 60 days in writing.
- F. The Licensee agrees and will ensure that all employees will adhere to the provisions of this agreement, particularly with respect to the sale of alcoholic beverages and tobacco products in any form.
- G. The Licensee agrees to notify the Protestants of changes of ownership or of the person to whom written complaints should be sent.
- H. The Licensee agrees to have a copy of the Voluntary Agreement (VA) available upon request at the location of the business.
- I. 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 construed as a modification or termination of the Voluntary Agreement contained herein.
- J. Each party acknowledges that he/she has had an adequate opportunity to read fully and consider the terms of the Voluntary Agreement (VA). The terms and conditions of this entire VA are agreed and understood by the Licensee and the community of ANC 7C and CVCA.
- K. The Licensee understands the provisions of this Voluntary (cooperative) Agreement (VA) will be fully enforced upon the approval by ABRA.

The provisions of this Voluntary (cooperative) Agreement (VA) shall become part of the conditions of the license. Violation of the VA by the Licensee or the Licensee's failure to implement measures called for in the VA shall be considered just cause for the protestants to request ABRA to initiate a "show cause" hearing upon evidence that the Licensee has violated the VA.

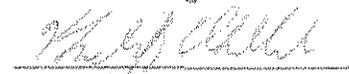
Notwithstanding anything to the contrary herein, the Licensee shall use reasonable efforts to control litter, keep the property clean, and maintain signs and placards as required, and monitor activities around the property. The Protestants agree to provide written notice to the Licensee and the opportunity to correct any violations prior to requesting a "show cause" hearing for such violations; provided however that no more than three notices shall be required in any 12-month period and no other notice shall be deemed necessary for subsequent willful violations.

Eun Hee Lee
Licensee's Name (print)


Licensee's Signature

4/4/09
Date

Khaly, Elh. Hark
Protestant (print)


Signature

4/4/09
Date