

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

**In the Matter of:**

Sylvia & David Industries, Inc.  
t/a Sosnick's Liquor

Application for Renewal of a  
Retailer's Class A License

at premises  
2318 4th Street, N.E.  
Washington, D.C. 20002

Case No. 15-PRO-00030  
License No. ABRA-072301  
Order No. 2015-378

Sylvia & David Industries, Inc., t/a Sosnick's Liquor (Applicant)

Sally Hobough, Commissioner, Advisory Neighborhood Commission (ANC) 5E

**BEFORE:** Ruthanne Miller, Chairperson  
Nick Alberti, Member  
Donald Brooks, Member  
Herman Jones, Member  
Mike Silverstein, Member  
Hector Rodriguez, Member  
James Short, Member

**ORDER ON SETTLEMENT AGREEMENT AND  
WITHDRAWAL OF PROTEST OF ANC 5E**

The Application filed by Sylvia & David Industries, Inc., t/a Sosnick's Liquor, for renewal of its Retailer's Class A License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on May 18, 2015, and a Protest Status Hearing on June 24, 2015, in accordance with D.C. Official Code § 25-601 (2001).

The Applicant and ANC 5E have entered into a Settlement Agreement (Agreement), dated July 15, 2015, setting forth the terms and conditions that govern the operation of the Applicant's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Commissioner Sally Hobough, on behalf of ANC 5E, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 5E of this Application.

Accordingly, it is this 5th day of August, 2015, **ORDERED** that:

1. The Application filed by Sylvia & David Industries, Inc., t/a Sosnick's Liquor, for renewal of its Retailer's Class A License, located at 2318 4th Street, N.E., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 5E in this matter is hereby **WITHDRAWN**;
3. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

Section 18 (Noise and Opportunity to Cure) – The following sentence shall be modified to read as follows: “If the breach is not cured within the notice period—or, with respect to a breach which reasonably requires more than fourteen (14) days to cure, efforts to cure the breach have not been commenced—failure shall result in the ANC filing a complaint with the ABC Board to enforce this agreement pursuant to D.C. Official Code § 25-446.”

The parties have agreed to this modification.

4. Copies of this Order shall be sent to the Applicant and ANC 5E.

District of Columbia  
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



Nick Alberti, Member



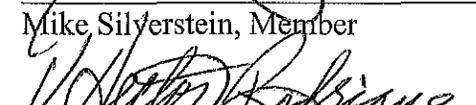
Donald Brooks, Member



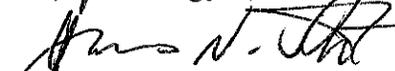
Herman Jones, Member



Mike Silverstein, Member



Hector Rodriguez, Member



James Short, Member

Pursuant to D.C. Official Code § 25-433, 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, 2000 14<sup>th</sup> Street, N.W., Suite 400S, Washington, DC 20009.

Also, pursuant to section 11 of the District of Columbia Administrative Procedure Act, Pub. L. 90-614, 82 Stat. 1209, D.C. Official Code §2-510 (2001), and Rule 15 of the District of Columbia Court of Appeals, any party adversely affected has the right to appeal this Order by filing a petition for review, within thirty (30) days of the date of service of this Order, with the District of Columbia Court of Appeals, 430 E Street, N.W., Washington, D.C. 20001; (202/879-1010). However, the timely filing of a Motion for Reconsideration pursuant to 23 DCMR §1719.1 (2008) stays the time for filing a petition for review in the District of Columbia Court of Appeals until the Board rules on the motion. See D.C. App. Rule 15(b) (2004).



Government of the District of Columbia

**ADVISORY NEIGHBORHOOD COMMISSION 5E**  
Washington DC 20001 - [www.anc5e.com](http://www.anc5e.com) -- twitter @anc5e

**SETTLEMENT AGREEMENT**

Sylvia & David Industries t/a Sosnick's Liquor, 2318 4th Street N.E. ABRA-072301, Retailer Class A, License Renewal, Case #15-PRO-00030

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 15<sup>th</sup> day of July, 2015, by and between Sylvia & David Industries t/a Sosnick's Liquor, 2318 4th Street N.E. ABRA-072301, Retailer Class A, ("Applicant") and Advisory Neighborhood Commission 5E ("ANC 5E").

**RECITALS**

- (a) Applicant has applied for a Renewal of a Class A License (the "License") for a business establishment ("Establishment") located at 2318 4<sup>th</sup> Street NE, Washington, D.C. (the "Premises"); and,
- (b) Applicant desires to cooperate with the ANC 5E in order to mitigate concerns related to the potential impact of operation of the Establishment on the surrounding community; and,
- (c) In lieu of contested protest proceedings regarding the application for the License, the Parties wish to enter into a Settlement Agreement pursuant to D.C. Official Code § 25-446 to address such concerns:

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. Nature of the Business. The applicant will manage and operate a Class A Liquor Store.
3. Hours of Operation. It is understood that upon expiration of the below hours of operation, no patron may remain on the interior of the Premises. Applicant's hours will not exceed the following:  
9:00 a.m. – 10:30 p.m. Sunday-Thursday  
9:00 a.m. – 12:00 a.m. Friday-Saturday and ABRA Defined Holidays
4. Public Space and Trash. Applicant shall take reasonable measures to keep the immediate environs including the sidewalk (up to and including the curb) and alley free of litter, bottles, chewing gum, trash, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall monitor these areas daily for refuse and other materials.
5. Applicant will maintain a contract with a trash and recycling contractor to provide sealable container(s) for trash and recycling designed to prevent rodent intrusion, and further agrees to keep the containers closed and sealed at all times when waste is not being disposed. The Applicant shall request its trash and recycling contractors to pick up trash and materials not earlier than 7:00 a.m.

6. Rat and Vermin Control. Applicant will maintain a contract with a professional, licensed rat, pest, and vermin control company to provide for routine control for the interior and exterior of the premises as needed to control pests.

7. Patrons. Applicant shall take reasonable steps to discourage its patrons from causing noise or disturbances in front of, or immediately adjacent to, the Establishment during the hours of business and as they depart.

8. Alcohol consumption is not and will not be permitted anywhere on the premises, and the Applicant will report intoxicated person, or persons drinking alcohol within the immediate vicinity of the Applicant's location to the Metropolitan Police Department.

9. The Applicant will not sell or provide "go-cups" or single servings of ice.

10. Graffiti and tagging of the Applicant's premises must be removed by the Applicant to ensure the premises stay "graffiti-free".

11. The Applicant will ensure that advertisements relating to alcoholic beverages displayed in the windows their Establishment cover a total area of less than 25 percent of the window space (Omnibus Alcoholic Beverage Regulation Amendment Act of 2014 (20-902)).

12. Applicant will strictly comply with D.C. Official Code and will prohibit and discourage loitering, rowdiness, and criminal activity within the immediate vicinity of the Establishment to the best of its abilities by:

- a) Maintaining a "No Loitering/ Panhandling" sign on the outside of the Establishment, and
- b) Posting a notice kept in good repair and visible from the point of entry, a sign which states
  - i. the minimum age requirement for purchase of alcohol, and
  - ii. the obligation of the patron to produce a valid identification document in order to purchase alcohol, and
- c) Discouraging loiterers whenever they are observed outside of the establishment, and
- d) Calling Metropolitan Police Department to remove loiterers if they refuse Applicant's request to move on or if illegal activity is observed.

13. Complaint/Incident Log. The Applicant shall maintain a log for every incidence reported by the Establishment for any issue relating to this Agreement, including, but not limited to, complaints of trash, rodents, incidents, violence, and crime. The log shall include, for each separate complaint, to the extent provided by any such complainant, the name of the complainant, the date of the complaint, any service request number, the nature of the complaint, and the response taken by the DC Agency or Metropolitan Police Department. Applicant shall document any contact with the Citywide Call Center (311) to report any illegal dumping in the adjacent alley to ensure removal. The Applicant shall document any contact with Metropolitan Police Department to report any patron they observe using the adjacent alley for public urination and defecation. Every complaint shall be kept on file in the incident log for a minimum of three years from the date on which the complaint was made. Applicant shall make the complaint log available to the Board for inspection and copying upon reasonable advance request.

14. Agreement Available Upon Demand. A copy of this Agreement shall be kept on the premises and made available to law enforcement officers and Alcoholic Beverage Regulatory Administration inspectors immediately upon request.

15. Compliance with ABRA Regulations. Applicant shall abide by applicable Alcoholic Beverage Administration (ABRA) regulations regarding ownership of the License.

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

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

18. Notice and Opportunity to Cure. In the event that either party believes that the other materially breached any obligations under this Agreement, such party shall give written notice to the other of the existence of the breach and the specific nature thereof. The party alleged to be in breach shall have fourteen (14) days from the receipt of notice to cure the alleged breach (or if the breach shall relate to excessive noise or disturbance, the lesser of 72 hours or such shorter period as may be reasonable under the circumstances to immediately restore peace, order and quiet). If the breach is not cured within the notice period—or, with respect to a breach which reasonably requires more than fourteen (14) days to cure, efforts to cure the breach have not been commenced—failure shall result in further actions to resolve pursuant to D.C. Official Code § 25-447. In the case of a continuing violation, no notice or opportunity to cure need be provided for subsequent violations of this Agreement, following the initial provision of notice. Any notices required to be made under this Agreement shall be in writing and sent either via e-mail or U.S. mail, postage prepaid, to the parties to this Agreement at the addresses below. Notice shall be deemed given as of the time of receipt or refusal of receipt.

To Applicant: Applicant

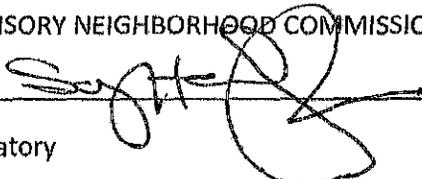
Address: 2318 4<sup>th</sup> Street NE  
Washington, DC 20002

If to the ANC: Advisory Neighborhood Commission 5E

5E10@anc.dc.gov

Either party may change its notice address by written notice to the other. 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 or any other enforcement action.

ADVISORY NEIGHBORHOOD COMMISSION 5E

By:  \_\_\_\_\_

Signatory

APPLICANT

By:  \_\_\_\_\_

Signatory