

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

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In the Matter of:)	
)	
Amko International, Inc.)	
t/a Capitol Supermarket)	
)	
Application to Renew Its)	
Retailer's Class B License)	
at premises)	Case No. 1688-09/006P
)	License No. 1688
1231 11 th Street, N.W.)	Order No. 2009-072
Washington, D.C.)	
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Amko International, Inc. t/a Capitol Supermarket, Applicant

Charles D. Reed, Chair, Advisory Neighborhood Commission 2F, Protestant

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ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST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 Amko International, Inc. t/a Capitol Supermarket, located at 1231 11th Street N.W., Washington, D.C. to renew its Retailer's Class B License, having been protested, came before the Alcoholic Beverage Regulation Administration (ABRA) for a Status Hearing on February 11, 2009, in accordance with D.C. Official Code § 25-601 (2001). Charles D. Reed, Chair, on behalf of Advisory Neighborhood Commission (ANC) 2F filed timely opposition by letter dated November 18, 2008.

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

Amko International, Inc.
t/a Capitol Supermarket
Case No. 1688-09/006P
Page Two

Accordingly, it is this 1st day of April 2009, **ORDERED** that:

1. The protest of ANC 2F is **WITHDRAWN**;
2. The Application filed by Amko International, Inc. t/a Capitol Supermarket to renew its Retailer's Class B license at 1231 11th Street N.W., Washington, D.C., is **GRANTED**;
3. The above-referenced Voluntary Agreement is **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Applicant and to ANC 2F.

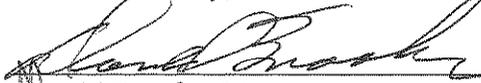
District of Columbia
Alcoholic Beverage Control Board

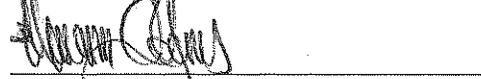

Peter B. Feather, Chairperson

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.

AMENDED AND RESTATED VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT (“Agreement”) is made as of this Fourth day of February, 2009, by and between AMKO International, Inc., t/a Capitol Supermarket, 1231 11th Street, NW,(the “Licensee”), and Advisory Neighborhood Commission 2F (the “Protestant”).

WITNESSETH

WHEREAS, pending before the District of Columbia Alcoholic Beverage Control Board (“ABC Board”) is the Licensee’s renewal application for a Class “B” license #1688 for the premises at 1231 11th Street, NW, (the “Establishment”); and

WHEREAS, the parties desire to amend and restate their Voluntary Agreement commemorating certain understandings regarding the operation 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 license renewal;

NOW, THEREFORE, in consideration of the premises above recited, and the covenants and promises set forth below, the parties agree as follows:

1. **Hours of Operation.** The Licensee shall limit the hours of operation of the Establishment as follows:

Monday through Sunday: 8:00 AM and 9:00 PM.

2. **Public Space and Trash.** The Licensee shall monitor on a daily basis the sidewalk (up to and including the curb area), the alley, the store entry way and other immediately adjacent areas, cleaning them and keeping them free of all litter, bottles, trash and other debris in compliance.

Mt. Pleasant, Ward 2, and Ward 6 Single Sales Moratorium Act of 2008," (the "Act"). ~~In addition, Licensee shall continue not to sell single cigarettes, cigarette rolling paper, glassine bags, single Phillies Blunt cigars, or other drug paraphernalia.~~ Licensee shall continue to discourage the public consumption of alcohol by refraining from selling or distributing single plastic or paper cups or single servings of ice. ANC 2F agrees that if Licensee applies for an exception to the Act pursuant to DC Code §25-345, it shall consider providing support to Licensee before the Alcoholic Beverage Control Board in accordance with the ANC's liquor licensing policies on such exceptions.

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4. **Loitering.** Licensee shall post a prominent "No Loitering" sign in the front window. The Licensee shall discourage loitering in the vicinity of the establishment.

5. **License Ownership.** Licensee agrees to abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license. Licensee further agrees that no sale or transfer of its license shall become effective (a) without first giving ANC 2F 30 days notice in advance of such sale and disclosing in such notice the identity of the transferee and any person directly or indirectly having a 5% or more interest in such transferee, and (b) requiring that as a condition of such transfer, the transferee agree to execute this Agreement and to bound by its terms.

6. **Participation in the Community.** In order to maintain an open dialogue with the community, the Licensee is encouraged to occasionally send a representative to meetings of neighborhood community groups, specifically ANC 2F meetings which occur on the first Wednesday of each month at 7:00 pm at the

representative to meetings of neighborhood community groups, specifically ANC 2F meetings which occur on the first Wednesday of each month at 7:00 pm at the Washington Plaza Hotel, 10 Thomas Circle, Washington, DC 20005. Applicant agrees to be placed on the ANC 2F listserv to receive notice of public meetings of the ANC and the agendas thereof. Licensee understands that the failure of the Licensee to attend meetings involving matters affecting Licensee may be considered by the ANC in its determination on such matters.

7. **SUPERCESSION and BINDING Effect.** This Amended and Restated Voluntary shall supersede all prior voluntary agreements and shall be binding upon and enforceable against the successors and assigns of the Licensee.

8. **Notice and Opportunity to Cure.** In the event of a violation of the provisions of this Voluntary Agreement, Licensee shall be notified in writing by the person alleging such violation and given an opportunity to cure such violation within thirty (30) days (or such lesser period as may be reasonable in a matter of emergency which affects the peace, order, quiet, health or safety of the community) thereafter before action against Licensee, on the basis of such violation, may be undertaken. Except for emergency matters, if the violation can not be cured by Licensee within thirty (30) days, even though Licensee has diligently pursued cure, an additional commercially reasonable period of time shall be provided to Licensee to cure the violation. A material violation of this agreement or its ABC license by the Licensee, which has not been corrected after such notice and cure period, shall constitute a cause for seeking a Show Cause Order 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 of this Agreement. Notice is deemed to be received upon mailing. Notice is to be given as follows:

If to the Licensee, to

AMKO International, Inc.
1231 11th Street, NW,
Washington, DC 20001.

If to ANC 2F, to:

ANC 2F,
5 Thomas Circle, NW
Washington DC 20005,
with copy to:
Charles D. Reed (or his successor in office)
Chairman, ANC 2F
1310 Q Street, NW
Washington, DC 20009.

Licensee may change the notice address listed above by written notice to the ANC. Giving notice and a time to cure to the Licensee shall be a prerequisite to the filing of a complaint with the ABC Board.

9. **Withdrawal of Protest.** Upon execution of this Agreement, and its acceptance by the Board, ANC 2F agrees to withdraws its protest to the application for the license renewal.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties affix hereto their hands and seals as of the year
and day first above-written.

AMKO International, Inc.

By: 

Advisory Neighborhood Commission 2F

By: Charles D. Reed