

22

~~_____~~

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

In the Matter of:)	
)	
K & J Park, Inc.)	
t/a Sonya's Market)	
)	
Application for Renewal of a)	Case No. 11-PRO-00060
Retailer's Class B License)	License No. ABRA-085579
)	Order No. 2012-160
at premises)	
2833 11 th Street, N.W.)	
Washington, D.C. 20001)	
)	

K & J Park, Inc., t/a Sonya's Market (Applicant)

Juan Lopez, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 1B

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Calvin Nophlin, Member
Mike Silverstein, Member
Jeannette Mobley, Member

**ORDER ON VOLUNTARY AGREEMENT AND
WITHDRAWAL OF PROTEST OF ANC 1B**

The Application filed by K & J Park, Inc., t/a Sonya's Market, for renewal of its Retailer's Class B License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on December 12, 2011, in accordance with D.C. Official Code § 25-601 (2001). The Protest Status Hearing was scheduled for January 25, 2012.

The Applicant and ANC 1B have entered into a Voluntary Agreement (Agreement), dated December 12, 2011, setting forth the terms and conditions that govern the operation of the Applicant's establishment.

K & J Park, Inc.
t/a Sonya's Market
Case No. 11-PRO-00060
License No. ABRA-085579
Page 2

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Juan Lopez, on behalf of ANC 1B, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 1B of this Application.

Accordingly, it is this 25th day of April, 2012, **ORDERED** that:

1. The Application filed by K & J Park, Inc., t/a Sonya's Market, for renewal of its Retailer's Class B License, located at 2833 11th Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 1B in this matter is hereby **WITHDRAWN**;
3. The above-referenced Voluntary Agreements submitted by the parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modifications:

Section 1 (Hours) – The following language shall be removed: “Any change in operating hours will constitute a substantial change to this license.”

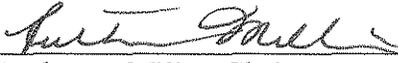
Section 3 (Loitering) – The following sentence shall be modified to read as follows: “This log will be made available to the Board upon request.”

The parties have agreed to these modifications.

4. Copies of this Order shall be sent to the Licensee and ANC 1B.

K & J Park, Inc.
t/a Sonya's Market
Case No. 11-PRO-00060
License No. ABRA-085579
Page 3

District of Columbia
Alcoholic Beverage Control Board


Ruthanne Millet, Chairperson


Nick Alberti, Member


Donald Brooks, Member


Herman Jones, Member


Calvin Nophlin, Member


Mike Silverstein, Member


Jeannette Mobley, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), any Party adversely affected by this Order may file a Motion for Reconsideration within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14th Street, N.W., Suite 400S, Washington, D.C. 20009.



Advisory Neighborhood Commission 1B

Government of the District of Columbia

2000 14TH Street N.W., Suite 100B

Washington, DC 20009

202-481-3462

202-870-4202

Juan Lopez 1B07, Chairperson, Ahnna Smith, 1B08, Vice Chairperson

Myla Moss, 1B01, Secretary, Mary Streett, 1B05, Treasurer

Alexandra Lewin-Zwerdling 1B02, Sedrick Muhammad 1B03, Deborah Thomas 1B04,

Charles Meisch 1B06, Lauren McKenzie 1B09, Tony Norman 1B10, E. Gail Anderson Holness 1B11

December 13, 2011

Mr. Nick Alberti
Interim Chairman
Alcoholic Beverage Control Board
1250 U Street N.W., Third Floor
Washington, DC 20009

ABRA-085579

Sonya's Market, 2833 11th Street N.W.

Dear Chairman Alberti:

At its regularly scheduled meeting on November 3, 2011 (notice of which was properly given, and at which a quorum of seven of eleven members was present) ANC1B voted unanimously (7 yes, 0 no) to protest this application for a Retail Class B Grocery license on the basis of peace, order, quiet and parking.

The Commission has now negotiated and signed a satisfactory voluntary agreement with the applicant and therefore withdraws its protest of this application. The voluntary agreement is enclosed with this letter and we respectfully request that the Board review and approve it.

Sincerely,

Juan Lopez
Chairperson

Myla Moss
Secretary

VOLUNTARY AGREEMENT
CONCERNING CHANGES TO LICENSE

Made the 12th day of December 2011 by and between Sonya's Market at 2833 11th Street NW (hereinafter "Applicant"), and ANC 1B (hereinafter "Protestants").

WHEREAS. Applicant filed with the District of Columbia Alcoholic Beverage Control (ABC) Board (hereinafter "the Board") a request for the issuance of a Retailer's License Class B premises for 2833 11th Street NW; and,

WHEREAS, the parties subsequently have negotiated in an effort to address potential issues and/or concerns with regard to the issuance of the license based upon other applications in the area; and.

WHEREAS, the parties desire to enter into a voluntary agreement, pursuant to DC Official Code Section 25-446 (2001 ed.), commemorating their agreements;

NOW, THEREFORE, the parties agree as follows:

1. **Hours:** Applicant's hours of operation will be Sunday – Saturday, 8:00 am – 10:00 pm and hours of sales/service will be Sunday – Saturday 9:00 am – 10:00 pm. Applicant agrees that the establishment will be shut down and completely vacated, except for routine maintenance and clean-up, by closing time each night. Applicant agrees that there will be no after-hours activities in the establishment. Any change in operating hours will constitute a substantial change to this license.
2. **Trash Removal/Rodents:** Applicant will strictly adhere to required and/or voluntary recycling of bottles and cans. Applicant will police the immediate environs of its premises daily and make its best efforts to keep said area clean of trash and debris. Applicant shall deposit trash and garbage only in rodent-proof dumpsters and shall see that dumpster covers fit properly and remain fully closed except for such times when trash and garbage is being added or removed. Applicant will make every reasonable effort to eliminate accessible food sources for rodents.
3. **Loitering:** Applicant shall actively seek to prevent person(s) from congregating in and around its immediate premises by: (a) posting clearly visible "No Loitering" signs (lettering no less than five (5) inches) on the interior and exterior of its premises and by asking loiterers to leave; (b) contacting the Metropolitan Police Department (MPD) when necessary to ask for support in dispersing loiterers and maintaining order. Applicant shall maintain a log of its calls to MPD with the date, time, and nature of the call. This log will be made available to Protestant upon request.
4. **Maintenance/Graffiti:** Applicant shall maintain the property in a reasonable condition that does not detract from the adjacent residential community.

11818 Linden Chapel Road

Applicant shall clean windows on a regular basis. Applicant shall, at its own expense, expeditiously remove or paint over graffiti on its immediate premises.

5. **Incorporation**: The terms of this Voluntary Agreement in its entirety shall become effective upon ratification of this agreement by the District of Columbia Alcoholic Beverage Control Board. The parties request that the text of this Agreement be incorporated in an order of the Board granting Applicant's request for issuance of its Retailer's license Class B.

Applicant acknowledges that failure to adhere to the restrictions recited in paragraphs 1 through 5, inclusive, above, will constitute grounds for the designated representative protestants, whose signatures are affixed hereunto, to petition the Board for issuance of an Order to Show Cause, pursuant to DC Official Code Section 25-447 (2001 ed.), to ascertain Applicant's compliance with the terms of this Agreement and/or if necessary to obtain compliance with these terms. Prior to so petitioning, however, the Designated representative protestants shall notify Applicant of any perceived violations and afford Applicant a minimum of fourteen (14) calendar days in which to address or rectify the perceived violation.

In further consideration of, and reliance upon the forgoing commitments by Protestants, the Applicant hereby request that its Application for Issuance of its Class B Retailer's License be issued.

In WITNESS WHEREOF, the parties have affixed hereunto their hands and seals on the year and day first above written.

PROTESTANTS,

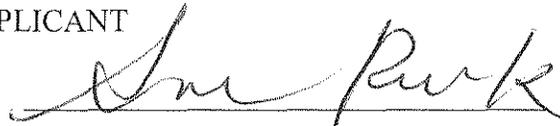
THROUGH THEIR DESIGNATED REPRESENTATIVE PROTESTANTS:

By:


ANCIB Chairman

APPLICANT

By:



RCD
9/6/06
Fpm

VOLUNTARY AGREEMENT Sonia's Market

This voluntary agreement (VA) made this 22nd day of June, 2006, by and between Sonia's Market (Applicant) and Advisory Neighborhood Commission 1B (Protestants).

RECITALS

Whereas, Applicant is the holder of a Class B retailer's license for premises located at 2833 Eleventh Street NW;

Whereas, Protestant has protested reissuance of the license;

Whereas, the parties have agreed to enter into this voluntary agreement pursuant to Section 1513.2 of 23 DCMR for the purpose of resolving the protest and to request the Alcoholic Beverage Control Board to approve the reissuance of the Applicant's license conditioned upon Applicant's compliance with the terms of this written agreement.

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. No sale of alcoholic beverages for consumption in public space. Applicant shall not sell alcoholic beverages to any person whom the Applicant knows, or reasonably should know, will consume the beverages in public space or will divide the container or containers among several persons while in public space.
3. Intoxicated persons. Applicant shall refuse to sell alcoholic beverages to any intoxicated person, to any person of notoriously intemperate habits, or to any person who appears intoxicated.
4. Loitering. Applicant shall actively seek to prevent person(s) from congregating in and around its immediate premises by: (a) posting

clearly visible “no loitering” signs (lettering no less than five inches) on the interior and exterior of its premises and by asking loiterers to leave; (b) implementing hardscape and landscape improvements to the street fronting public space; (c) contacting MPD3D and ANC Commissioner when necessary to ask its support in dispersing loiterers and in maintaining order. Applicant shall maintain a log of its calls to MPD3D with the date, time and nature of the call. The log will be made available to Protestant, upon request, for review and/or copying.

5. Applicant shall not sell singles beers of 22oz and larger upon acceptance of these terms by Chuck’s Market, A&T Market, Fairmont Market, Harvard Liquors, Harvard Deli.

6. Maintenance of premises. Applicant shall maintain the exterior area immediately surrounding 2833 Eleventh Street NW.

7. Notices. In the event of a violation of the provisions of this Agreement, Applicant shall be notified in writing of such violation. Notices shall be sent by first class mail postage prepaid, hand delivery or by recognized overnight delivery service as follows:

If to licensee: Sonia’s Market
2833 Eleventh Street NW
Washington DC 20001

If to protestant: ANC1B
PO Box 73710
Washington DC 20056

Applicant may change the notice address listed above by written notice to the signatories hereto. Applicant shall provide a written response to any notification under this Agreement within five business days. Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be concurrent with the filing of a complaint with the Alcoholic Beverage Control Board.

8. Signs and posters. Applicant shall not place signs/posters on more than fifty percent of its windows and shall promote visibility into the establishment. Windows shall be cleaned on a regular basis. Applicant shall maintain the property in reasonable condition that does not detract from the

adjacent residential community and shall expeditiously remove or paint over any graffiti on its immediate premises.

9. Placarding. Applicant will comply with Section 1502.5 of DCMR 23 assuring that notice will be visible and readable from the street.

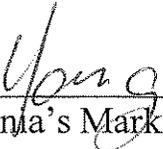
10. Withdrawal of protest. Protestant hereby withdraws its protest and joins with Applicant in requesting that the Alcoholic Beverage Control Board accept this Agreement as a condition of approval of the reissuance of Applicant's license.

11. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

12. Authority. Representatives executing this Agreement on behalf of the respective parties do hereby affirm that they have the authority to do so.

In witness whereof, the parties have executed this Voluntary Agreement as of the day and date first above written.

Applicant:



Representative Sonja's Market

Protestant:



Thomas K. D. Smith, ANC1B09



Chairman ANC1B

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

In the Matter of:)	
)	
Yong Nok Yu)	
t/a Sonya's Market)	
Application for a Retailer's)	
Class B License – renewal)	License no.: 8253
at premises)	Case no.: 11130-06/062P
1026 Harvard Street, N.W.)	Order no.: 2006-236
Washington, D.C.)	

Yong Nok Yu, Applicant

Deairich R. Hunter, Chairman, on behalf of Advisory Neighborhood Commission 1B,
Protestant

BEFORE: 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

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST

The renewal application for a Retailer's Class "B" License, having been protested, came before the Alcoholic Beverage Control Board ("Board") on February 22, 2006, in accordance with D.C. Official Code § 25-601 (2001). Deairich R. Hunter, Chairman, on behalf of Advisory Neighborhood Commission ("ANC") 1B filed timely opposition by letter on December 5, 2005.

The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the agreement, dated June 22, 2006, the Protestant has agreed to withdraw its protest, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

Yong Nok Yu
t/a Sonya's Market
Case no. 11130-06/062P
License no. 8253
Page two

Accordingly, it is this 20th day of September 2006, **ORDERED** that:

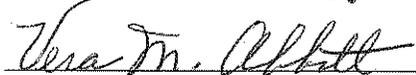
1. The protest of Mr. Hunder, Chairman, on behalf of ANC 1B, is **WITHDRAWN**;
2. The renewal application of Yong Nok Yu, t/a Sonya's Market, for a Retailer's Class "B" License at 1026 Harvard Street, N.W., Washington, D.C., is **GRANTED**;
3. The above-referenced agreement is **INCORPORATED** as part of this Order;
and
4. Copies of this Order shall be sent to the Protestant and the Applicant.

Yong Nok Yu
t/a Sonya's Market
Case no. 11130-06/062P
License no. 8253
Page three

District of Columbia
Alcoholic Beverage Control Board



Charles A. Burger, Chairperson



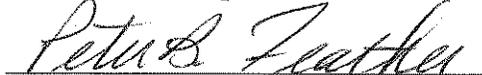
Vera M. Abbott, Member



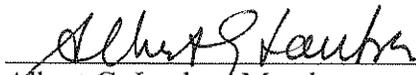
Judy A. Moy, Member



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.

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

In the Matter of:)	
)	
Yu Yong Nok)	
t/a Sonya's Market)	
)	
Application for a Retailer's Class)	Case No. 11130-04/029P
B License – renewal)	2004-61
at premises)	
2833 11 th Street, NW)	
Washington, D.C.)	
)	

Deborah R. Thomas, Chairperson, on behalf of Advisory Neighborhood Commission 1B, and Philip C. Spaulding, Secretary, on behalf of Advisory Neighborhood Commission 1B, Protestants

Yong Nok Yu, Applicant

BEFORE: Charles A. Burger, Chairperson
Vera Abbott, Member
Judy A. Moy, Member
Audrey E. Thompson, Member
Peter B. Feather, Member

**ORDER ON WITHDRAWN PROTEST
AND VOLUNTARY AGREEMENT**

The application, having been protested, came before the Board on December 10, 2003, in accordance with D.C. Official Code §25-601 (2000 Edition). Deborah R. Thomas, Chairperson, on behalf of Advisory Neighborhood Commission 1B, and Philip C. Spaulding, Secretary, on behalf of Advisory Neighborhood Commission 1B, filed timely protest letters.

The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the agreement, received April 13, 2004, the protestants have agreed to withdraw the opposition, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

Yu Yong Nok
t/a Sonya's Market
Case no. 11130-04/029P
Page two

Accordingly, it is this 21st day of July 2004, **ORDERED**
that:

1. The opposition of Deborah R. Thomas, Chairperson, on behalf of Advisory Neighborhood Commission 1B, and Philip C. Spaulding, Secretary, on behalf of Advisory Neighborhood Commission 1B is **WITHDRAWN**;

2. The application of Yu Yong Nok t/a Sonya's Market for a retailer's Class B license (renewal) at 2833 11th Street, N.W., Washington, D.C. is **GRANTED**;

3. The above-referenced agreement between the parties is **INCORPORATED** as part of this Order; and

4. Copies of this Order shall be sent to the Protestants and the Applicant.

District of Columbia
Alcoholic Beverage Control Board

Charles A. Burger
Charles A. Burger, Chair

Vera M. Abbott
Vera Abbott, Member

Judy A. Moy
Judy A. Moy, Member

Audrey E. Thompson
Audrey E. Thompson, Member

Peter B. Feather
Peter B. Feather, Member

VOLUNTARY AGREEMENT

This Voluntary Agreement (“Agreement”) made by and between Sonya’s Market (“Applicant”) and Advisory Neighborhood commission (“ANC1B”) (“Protestant”);

WITNESSETH

WHEREAS, Applicant has applied for renewal of it’s retailer’s license Class B for Premises located at 2833 11th Street, N.W., Washington, D.C.;

WHEREAS, Protestant has protested the renewal of Applicant’s license; and

WHEREAS, the parties have agreed to enter into this Agreement and to request the Alcohol Beverage Control Board to approve the Applicant’s application conditioned Upon Applicant’s compliance with the terms of this written Agreement.

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. **Compliance with Law.** Applicant shall comply with all laws and regulations governing the operation of the market, including laws and regulations governing the Class B license to which this agreement applies, as applied for and approve by the District of Columbia in the name of Applicant.
3. **Conduct of Business Operations.**
 - A. **Cleanliness of Premises and business Environment.** Applicant shall take reasonable measures to assure that the immediate environs of the established are kept free of litter and debris. Applicant shall clean the premises. Applicant shall maintain trash and garbage 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 and garbage generated by the establishment, and to assure that trash and garbage are removed regularly.
 - B. **Alcohol Abuse Prevention.** Applicant 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 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 Metropolitan Police for any alcohol – related crime three times or more in any one-year and who has been so identified to applicant by the Metropolitan Police Department.

4. **Limitation on Non-Alcohol Retail items.** Contingent upon a future collective agreement among competitive stores the applicant agrees to the following: Shall not provide tobacco rolling papers, “blunt” papers, single cigar products. Applicant shall only sell or provide cigars in pre-packaged forms containing multiple cigars. Applicant shall not sell, plastic bags smaller than sandwich size or in non-pre-packaged form, small glass open-end tubes, or any other form of drug paraphernalia. This limitation on non-alcohol retail items will not be enforced until competitive store are in full compliance of the same.
5. **Cooperation with Community.** Applicant shall reasonably cooperate with Protestant in efforts to alleviate alcohol abuse problems, illegal drug activity and loitering by, participating in community meetings and programs as the circumstances may warrant. Applicant shall reasonably cooperate with Protestant to improve the overall environment in an immediately around the establishment to make it a more pleasant, safe area for residents, customers and businesses.
6. **Participation of ANC Meetings.** Applicant, upon reasonable notice from the ANC, shall send a representative of the establishment to a meeting(s) of the ANC to discuss and find ways to reasonably resolve operation problems.
7. **License Ownership.** Applicant agrees to abide by all ABC regulations regarding the ownership.
8. **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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

WITNESS:

APPLICANT:
Sonya's Market

By: _____

PROTESTANT:
ANC 1B

By: _____

Gary Yu 4/12/04
S.M.S. 4/13/04