

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

In the Matter of:)	
Gab and Sunny, Inc.)	License Number: 77487
t/a 1101 Convenience Mart)	ORDER NUMBER: 2010-325
Holder of a)	
Retailer's Class B License)	
at premises)	
1101 H Street, N.E.)	
Washington, D.C. 20002)	

Gab and Sunny, Inc., t/a 1101 Convenience Mart, Applicant

Kelvin J. Robinson, Chair, Advisory Neighborhood Commission 6A

BEFORE: Charles Brodsky, Chairperson
Mital M. Gandhi, Member
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member

ORDER ON COOPERATIVE AGREEMENT

The official records of the Alcoholic Control Board (Board) reflect that Gab and Sunny, Inc., t/a 1101 Convenience Mart (Applicant), Holder of a Retailer's Class B License located at 1101 H Street, N.E., Washington, D.C., and Kelvin J. Robinson, Chair of Advisory Neighborhood Commission 6A (collectively, the "Parties") have entered into a Cooperative Agreement (Agreement) dated January 21, 2010, 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 Parties are signatories to the Agreement.

Gab and Sunny, Inc.
t/a 1101 Convenience Mart
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Accordingly, it is this 21st day of April 2010, **ORDERED** that:

1. The Application filed by Gab and Sunny, Inc., t/a 1101 Convenience Mart, Holder of a Retailer's Class B license located at 1101 H Street, N.E., Washington, D.C., is **GRANTED**;
2. This above-referenced Cooperative Agreement submitted by the Parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
3. Copies of this Order shall be sent to the Applicant and the Advisory Neighborhood Commission 6A.

District of Columbia
Alcoholic Beverage Control Board



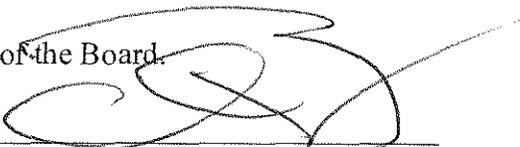
Nick Alberti, Member



Donald Brooks, Member

Herman Jones, Member

I dissent from the position taken by the majority of the Board.



Charles Brodsky, Chairperson

Mital M. Gandhi, 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, 1250 U Street, N.W., Third Floor, Washington, DC 20009.



District of Columbia Government
Advisory Neighborhood Commission 6A
Box 75115
Washington, DC 20013



Class A and Class B Liquor License Cooperative Agreement

Made this 21 day of January, 2010, by and between

1101 Convenience Mart

1101 H Street NE
Washington, DC 20002
("Applicant")

and

Advisory Neighborhood Commission 6A

Preamble

Through this agreement, both parties aim to create an environment whereby the applicant may operate as a viable contributing business to the ANC 6A community, while concurrently curtailing any adverse effects a business such as the applicant's could have on the surrounding neighborhood. This agreement applies to Class A liquor licenses that permit retail sale of beer, wine, and spirits for off premises consumption and Class B liquor licenses that permit retail sale of beer and wine for off premises consumption.

The applicant agrees to work regularly with the ANC 6A, neighborhood associations, and residents to ensure the business operations do not adversely affect the surrounding neighborhood. All parties believe the statements and provisions contained in this agreement are reasonable and must become wholly integrated into the day-to-day operation of the business establishment.

Further, ANC 6A acknowledges that this Cooperative Agreement shall be presented to all Class "A" and Class "B" applicants within the boundaries of ANC 6A. To the greatest extent possible, the ANC will not insist upon or allow any significant changes to this Cooperative Agreement that will unfairly benefit or, conversely, cause competitive disadvantage to, any individual applicant or establishment within the ANC, unless such change is required by the District of Columbia government, other authorized governmental bodies, or rule of law.

The community and merchants have agreed that it is in all the parties' best interests to standardize the requirements for the operation of Class A and Class B establishments within the boundaries of ANC 6A. The community and merchants understand and agree that the changes imposed upon the operations of all licensees within the ANC as set forth herein are important measures to protect the safety, peace, order and quiet of the neighborhood, its residents, and businesses. It is the intent, therefore, of ANC 6A, to level the playing field through the implementation of this standardized Cooperative Agreement.

Witnessed

Whereas, Applicant's premises is within the boundaries of ANC 6A; and,

Whereas, the parties desire to enter into an agreement governing certain requirements and understandings regarding the issuance of a Retailer's Class "B" Liquor License at the subject premises; and,

Whereas, the parties wish to state their mutual intention and commitment to promote the success, peace, order, and quiet of the community. Both parties recognize the importance of commercial districts (and limited commercial operations within residential districts) and their adjacent neighborhoods that are safe, clean, and "pedestrian friendly."



Class A and Class B Liquor License Cooperative Agreement

The Parties Agree As Follows:

1. Requirements for sale / provision of single containers of alcohol beverages along H Street corridor, in accordance with Section 310 of Title 23 DCMR
 - A. Applicant shall not sell, give, offer, expose for sale, or deliver a single or individual container of beer, malt liquor, or ale.
 - B. Applicant shall only sell, give, offer, expose for sale, or deliver beer, malt liquor, or ale containers with multiple-container packaging supplied by the manufactures of four or more individual containers (example: 4-packs, 6-packs, 12-pack cases, etc.).
 - C. Applicant shall not sell, give, offer, expose for sale, or deliver an individual container of wine or fortified wine in a single container with a capacity of less than 300ml.
 - D. Class B applicants will not sell fortified wine. Fortified wine is defined as wine that exceeds 14% alcohol content.

2. Ban on Sale/Provision of Other Items:
 - A. Single Cigarettes:
 - 1) Applicant shall not sell, give, offer, expose for sale, or deliver individual single cigarettes.
 - B. "Go-cups":
 - 1) Applicant shall not sell, give, offer, expose for sale, or deliver "go-cups" or servings of plain ice in a cup.
 - 2) Per the Alcoholic Beverage regulations, a "go-cup" is defined as: "a drinking utensil provided at no charge or a nominal charge to a customer for the purpose of consuming alcoholic beverages off the premises of an establishment."
 - C. Products associated with illegal drug activity:
 - 1) Applicant agrees to not sell, give, offer, expose for sale, or deliver products associated with illegal drug activity.
 - 2) These items are defined as: "cigarette rolling papers, pipes, needles, small bags, or any other items which may be regarded as drug paraphernalia."

3. Hours of Operation for Sales of Alcohol:
 - A. For Class B applicants, the sale of alcohol shall be restricted to the following hours:
 - 1) 9:00 a.m. – 10:00 p.m. Monday – Friday
 - 2) 9:00 a.m. – 10:00 p.m. Saturday
 - 3) 9:00 a.m. – 9:00 p.m. Sunday

4. Public Space Cleanliness and Maintenance:
 - A. Applicant will maintain the public space (minimally the front sidewalk up to and including the gutter in front of the subject premises, and the alleyway behind the subject premises) adjacent to the establishment in a clean and litter-free condition by:
 - 1) Picking up trash, including beverage bottles and cans, and all other trash a minimum of twice daily (immediately before business hours and once between 5:00 p.m. and 8:00 p.m.).
 - 2) Exercising due diligence to prevent and/or rid vermin infestation in and around the establishment, including following, minimally, the recommendations and guidelines of the Vector Control Division of the Department of Public Works.
 - 3) Planting, watering, and generally tending to tree boxes directly in front of the subject premises, if any.
 - 4) Maintaining regular trash removal service. Ensure that the trash and dumpster area(s) remain clean.
 - 5) Remove snow and/or ice from sidewalks fronting (includes sidewalks on the sides of corner buildings) within time limits set by the District of Columbia for such snow and/or ice removal.
 - 6) Promptly remove graffiti written on the exterior walls of the property. Promptly is defined as within two (2) weeks of graffiti's appearance.

5. Signage / Loitering / Illegal Activity:



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Box 75115
Washington, DC 20013



Class A and Class B Liquor License Cooperative Agreement

- A. Applicant will not, directly or indirectly, sell or deliver alcohol to any intoxicated person, or to any person of intemperate habits, or to any person who appears to be intoxicated. A person of intemperate habits shall be defined as any person arrested or cited for alcohol-related offences by the Metropolitan Police Department for any alcohol-related crime three times or more in any one year and who has been so identified to the licensee by the Metropolitan Police Department by giving a photo and name to the licensee.
 - B. Applicant shall post a notice kept in good repair and visible from point of entry a sign, which states:
 - 1) The minimum age requirement for purchase of alcohol,
 - 2) The obligation of the patron to produce a valid identification document in order to purchase alcohol.
 - C. Applicant shall make every effort to prohibit and prevent loitering and criminal activity on or in front of the establishment premises, to include:
 - 1) Posting a sign kept in good repair, a sign requesting customers to not contribute to panhandlers,
 - 2) Asking loiterers to move on whenever they are observed outside the establishment,
 - 3) Calling the Metropolitan Police Department (MPD) to remove loiterers if they refuse Applicant's request to move on,
 - 4) Calling the Metropolitan Police Department if illegal activity is observed,
 - 5) Keeping a written record of dates and times (i.e. log) when the MPD was called for assistance. Applicant's log shall be provided to the Board and, for good cause shown to the Board, to any valid protestant during hearings involving future renewals or contested proceedings involving the Applicant's license.
 - D. Applicant agrees to post signs kept in good repair in highly visible locations that announce the following:
 - 1) Prohibition against selling alcohol to minors.
 - 2) No panhandling.
 - 3) No loitering.
 - E. Applicant agrees that total signage for alcohol and tobacco products in the front window shall be limited to 25% of the total window space available.
 - F. Applicant shall receive, at their request, and at no cost, a sign to post within their establishment (provided by the ANC6A ABL Committee) that outlines the primary points of this agreement.
 - G. To the extent such lighting is not present on the exterior of the establishment, Applicant will install and maintain high-intensity flood-lights on the exterior of its premises so as to fully light any abutting alleyway from dusk until dawn.
6. Reporting to ANC 6A:
- A. Applicant shall make best efforts to appear before the ANC 6A Alcohol Beverage Licensing Committee two (2) months prior to their Class A or Class B license expiration date to discuss issues and concerns related to the prior two years operations, and the impending renewal of their license.
 - B. Written testimony can be provided to the ANC 6A Alcohol Beverage Licensing Committee instead of appearing in-person if mutually agreed upon by the merchant and ANC 6A.
7. Regulations:
- A. In addition to the requirements of this agreement, applicant will operate in compliance with all applicable laws and regulations.
8. Miscellaneous:
- A. Applicant shall deny support of the installation of pay phones around the establishment (externally). The applicant shall have existing pay phones (if any) removed from the exterior of the establishment at the end of the current contract.
 - B. Applicant, and all employees of the applicant, shall attend and complete an alcoholic beverage server training course/seminar.
9. Enforcement:
- A. If any party hereto believes in good faith that the applicant is in violation of this agreement, written notice specifying the alleged violation shall be delivered to the applicant and the applicant shall have ten (10) days



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Washington, DC 20013



Class A and Class B Liquor License Cooperative Agreement

after receipt of such written notice to come into compliance with this agreement or respond to said alleged notice of default.

- B. Applicant and the ANC 6A Commission agree to enter into this agreement. If the applicant should breach the conditions of this agreement, it is understood by all parties that the ANC 6A, and/or its committees, or others shall immediately petition the ABC Board for a "show cause" hearing pursuant to 23 D.C.M.R. 1513.5.
- C. This cooperative agreement is binding on the applicant and its assigns and will continue in force for any and all subsequent license holders at this location.

In Witness Whereof

The parties have affixed hereto their hands and seals.

Applicant:

By: GAB Soo Kim

Date: 01/21/2010

Signature: [Handwritten Signature]

ABC Board-Licensed Manager:

By: _____

Date: _____

Signature: _____

Advisory Neighborhood Commission 6A:

By: Kevin J. Robinson

Date: 4/1/2010

Signature: [Handwritten Signature]

The parties have agreed to enter into this Voluntary Agreement conditioned upon the Alcoholic Beverage Control Board's approval of the replacement of pre-existing voluntary agreement with ANC 6A dated March 2002.

G.K.



Government of the District of Columbia
Advisory Neighborhood Commission 6A
Box 75115
Washington, DC 20013



April 2, 2010

Mr. Charles Brodsky
Chairman, ABC Board
1250 U Street NW, Third Floor
Washington, DC 20009

Dear Chairman Brodsky,

I am submitting a replacement Voluntary Agreement (VA) for Class A Licensee, 1101 Convenience Mart, located at 1101 H Street, NE. The attached VA was approved 7-0 by the ANC Commission at its regularly scheduled meeting in January, 2010.

The ANC submitted a Voluntary Agreement for this establishment in March of 2002. At the time, Bobby Pittman and several others had also executed a Voluntary Agreement with the licensee. The two VA's were combined by the ABC Board. The store has recently changed ownership and their attorney requested that the ANC execute the ANC's "standard" VA with the new owner. It is our understanding that Bobby Pittman has withdrawn his prior VA, so we request that this VA be used to replace the former VA on file.

If you have any questions, please contact me or Commissioner Mary Beatty, Chair, ANC Alcohol Beverage Licensing Committee.

On Behalf of the Commission,

Kelvin J. Robinson
Chair, Advisory Neighborhood Commission 6A

cc: Fred Moosally, Executive Director
Commissioner Mary Beatty