

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

In the Matter of:)	
TF Two, Inc.)	
t/a Sunny's Liquor)	
Application for Renewal of a)	Case No. 15-PRO-00045
Retailer's Class A License)	License No. ABRA-082349
at premises)	Order No. 2015-371
2400 Martin Luther King Jr. Avenue, S.E.)	
Washington, D.C. 20020)	
)	

TF Two, Inc., t/a Sunny's Liquor (Applicant)

Natalie Williams, Chairperson, Advisory Neighborhood Commission (ANC) 8A

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

**ORDER ON COOPERATIVE AGREEMENT AND
WITHDRAWAL OF PROTEST OF ANC 8A**

The Application filed by TF Two, Inc., t/a Sunny'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 June 1, 2015, in accordance with D.C. Official Code § 25-601 (2001).

The Applicant and ANC 8A have entered into a Cooperative Agreement (Agreement), dated July 7, 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 Chairperson Natalie Williams, on behalf of ANC 8A, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 8A of this Application.

Accordingly, it is this 12th day of August, 2015, **ORDERED** that:

1. The Application filed by TF Two, Inc., t/a Sunny's Liquor, for renewal of its Retailer's Class A License, located at 2400 Martin Luther King Jr. Avenue, S.E., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 8A in this matter is hereby **WITHDRAWN**;
3. The 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, except for the following modification:

Section 7 (b) (Enforcement) – The following language shall be modified to read as follows: “Violation of this Agreement by the Licensee/Applicant or the failure to implement measures called for in the Agreement will be considered just cause for the ANC 8A to file a complaint with the ABC Board to enforce this Agreement between the parties.”

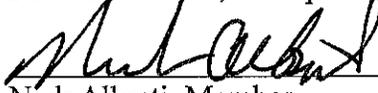
The parties have agreed to this modification.

4. Copies of this Order shall be sent to the Applicant and ANC 8A.

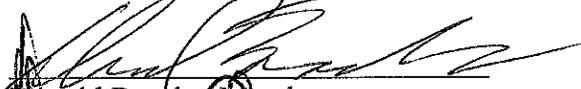
District of Columbia
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



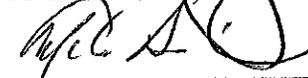
Nick Alberti, Member



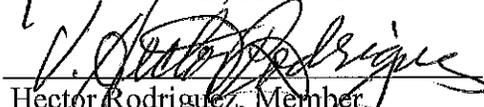
Donald Brooks, Member



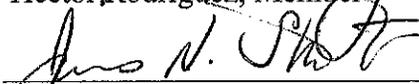
Herman Jones, Member



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 14th 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).



ANC 8A

2100-D Martin Luther King Jr, Ave
Washington, DC 20020
Office: 202/889-8600
Fax: 202/889-6862

Made this 7th day of July, 2015

By and Between

TF Two, Inc. t/a Sunny's Liquors (ABRA-082349)
2400 Martin Luther King, Jr. Avenue, SE
Washington, DC 20020

And

Advisory Neighborhood Commission 8A

Cooperative Agreement

WHEREAS, Through this Agreement, both Parties aim to create an environment whereby the Licensee/Applicant may operate as a viable contributing business in the ANC 8A community, while concurrently curtailing any adverse effects as a business such as the Licensee/Applicant will have on the surrounding neighborhood. This agreement applies to Class A liquor licenses that permit the retail sale of beer, wine and spirits for off-premises consumption.

Witnesseth

WHEREAS, Licensee/Applicant's premises is within the boundaries of ANC 8A; and,

WHEREAS, the Parties desire to enter into a Cooperative Agreement governing certain requirements and understandings regarding the issuance of a Retailer's Class "A" Liquor License at the subject premises; and,

Cooperative Agreement between TF Two, Inc. t/a Sunny's Liquor and ANC 8A

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.

The Parties Agree As Follows:

1. **Requirements for Sale/Provision of Single Containers of Alcoholic Beverages.**
 - a. Licensee/Applicant will not sell, give, offer, expose for sale, or deliver an individual container of beer, malt liquor, or ale in a single container of alcohol of 70 ounces or less.

2. Ban on Sale/Provision of Other Items.

- a. Products associated with drug usage:
 - i. Licensee/Applicant will not sell, give, offer, expose for sale, or deliver drug paraphernalia. These items are defined as rolling paper, cocaine freebase kit, pipes of any kind, individual scouring pads/steel wool, spoons, bong, roach clips, cigar screens, small plastic zip lock bags ¾ or less, needles, single razor blades, blunt papers and blunt wrappers and tobacco leaves.
- b. "Synthetic Drugs:"
 - i. Licensee/Applicant will not sell, give, offer, expose for sale, or deliver any synthetic or lab-manufactured drugs as defined in the Bill entitled "Sale of Synthetic Drugs Emergency Amendment Act of 2015" signed on July 10, 2015. The amendment grants additional powers to take action against businesses selling synthetic drugs which are illegal in the District of Columbia.
 - ii. These drugs are defined as: synthetic marijuana, K-2, Scooby Snax, Kush, Abama, Spice, Bizarro, Spice, Train Wreck or any nickname given to a synthetic drug.
 - iii. The sale of synthetic drugs may result in fines and closures.
- c. "Go-Cups:"
 - i. Licensee/Applicant will not sell, give, offer, expose for sale, or deliver "go-cups" or servings of plain ice in a cup.
 - ii. Per the ABC 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."

3. Public Space Cleanliness and Maintenance. Licensee/Applicant will maintain the public space (minimally the first 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:

- a. Per ABC Regulations will keep the "immediate environs" as defined in the D.C. Official Code, Title 25 section 24-726 Control of Litter(a) the Licensee under a retailer's license shall take reasonable measure to ensure that immediate environs of the establishment adjacent to the alleys, sidewalks, or other public property immediately adjacent to the establishment, or other property used by the Licensee to conduct its business, are kept litter free, (b) the Licensee under a retailer's license shall comply with the Litter Control Expansion Act of 1987...
- b. Maintaining regular trash and garbage removal service, regularly removing trash from the trash cans and dumpsters, and seeing that the trash can and dumpster remain in place.
- c. The Licensee will keep the inside of the store free of debris and trash.
- d. The Licensee will promptly (within 30 days) remove or paint over any graffiti on the exterior walls of property used by the Licensee to conduct business.
- e. Exercise 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 DC Department of Public Works.

4. Signage/Loitering/Illegal Activity.

- a. Licensee/Applicant should post a notice in good repair and visible from point of entry a sign that states:
 - i. The minimum age requirement for purchase of alcohol,
 - ii. The obligation of a patron to provide a valid government issued ID to purchase alcohol,
 - iii. Prohibition against selling to minors, and
 - iv. Post "No Loitering" signs on the exterior of the establishment.

- b. Total signage of alcohol and tobacco products in the front window will be limited to 25% of the total window space available per ABC Regulations.
- c. The Licensee will take all reasonable precautions to avoid the sale of alcohol in any form to anyone visibly intoxicated, anyone accompanying a person who has been denied service or for a minor.
- d. The Licensee will take no action to cause any public telephones to be installed in the area outside its premises, and will support ANC 8A's effort to remove them.
- e. The Licensee will install and properly maintain at least one surveillance camera inside and one surveillance camera outside of the property used by the Licensee to conduct business.
- f. Call the Metropolitan Police Department if illegal activity is observed and keep a written record of dates and times (a "call log") when MPD is called for assistance.

5. Regulations.

- a. In addition to the requirements of this Agreement, Licensee/Applicant will operate in compliance with all applicable laws and regulations.

6. Miscellaneous.

- a. Licensee/Applicant will complete alcohol beverage awareness training.

7. Enforcement

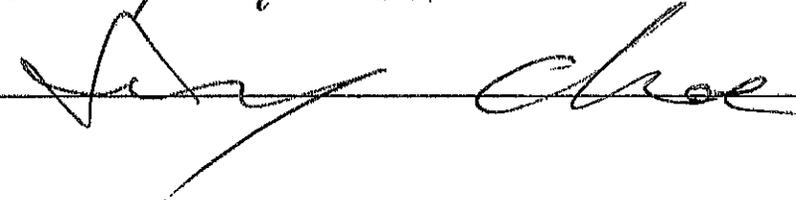
- a. Licensee/Applicant and ANC 8A agree to enter into this Agreement.
- b. Violation of this Agreement by the Licensee/Applicant or the failure to implement measures called for in the Agreement will be considered just cause for ANC 8A to petition the ABC Board for a show cause hearing.

In Witness Whereof

The parties have affixed hereto their signatures:

Licensee/Applicant:

By (print): SUNNY & CHOE Date: 7-14-15

Signature: 

Advisory Neighborhood Commission 8A:

By Chair (print): Natalie Williams Date: 7/14/15

Signature: 