

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

In the Matter of:)

Y.O.K., Inc.)
t/a Super Liquors)

Holder of a Retailer's)
Class A License)

at premises)
1633 North Capitol Street, N.E.)
Washington, D.C. 20002)

License No. ABRA-079241

Order No. 2012-494

Y.O.K., Inc., t/a Super Liquors, Applicant

Ronnie Edwards, Chairperson, on behalf of Advisory Neighborhood Commission (ANC)
5C

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Mike Silverstein, Member

ORDER ON VOLUNTARY AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Y.O.K., Inc., t/a Super Liquors (Applicant), and ANC 5C have entered into a Voluntary Agreement (Agreement), dated June 19, 2012, that governs 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 Ronnie Edwards, on behalf of ANC 5C, are signatories to the Agreement.

Accordingly, it is this 7th day of November, 2012, **ORDERED** that:

1. The above-referenced Voluntary Agreements 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 modifications:

Section 2 (D) (Renovation and Signage at Premises) – The following language shall be removed: “Licensee shall repaint the storefront to a non-high gloss color.”

Section 6 (Participation in ANC 5C Meetings) shall be removed.

Section 7 (License Ownership) – The following sentence shall be modified to read as follows: “Licensee agrees to abide by all ABC regulations regarding the ownership and transfer of the license.”

The parties have agreed to these modifications.

2. Copies of this Order shall be sent to the Applicant and ANC5C.

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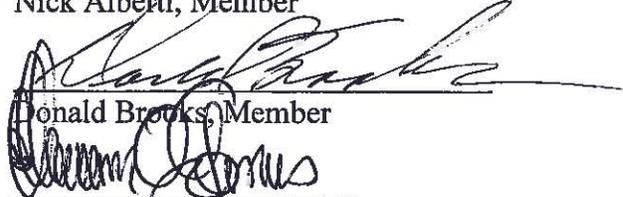
District of Columbia
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



Nick Alberti, Member



Donald Brooks, Member



Herman Jones, Member



Mike Silverstein, 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.

Agreement

**Between Super Liquors and
Advisory Neighborhood Commission 5C**

WHEREAS, Super Liquors (licensee) has applied for renewal of its retailer's license class A for premises located at 1633 North Capitol Street, NE, Washington, DC, 20002.

WHEREAS, the licensee and the Advisory Neighborhood Commission 5C (ANC 5C) have discussed the concerns of the community and have reached an understanding relating to the operation of the establishment cooperation between the licensee and ANC 5C.

NOW, THEREFORE, in consideration of the agreement by licensee set forth herein, the ANC 5C agrees to refrain from filing a protest to the renewal of the license and licensee agrees to comply fully with the terms of this voluntary agreement. Licensee agrees to :

1. **Comply with Law.** Licensee shall comply with all laws and regulations governing the operation of the market, including laws and regulations governing the Class A Retail license to which this agreement applies, as applied for and approved by the District of Columbia in the name of licensee.

2. **Conduct of Business Operations.**

A. **Cleanliness of Premises and Business Environment.** Licensee shall take all reasonable measures to assure that the immediate environs of the establishment are kept free of litter and debris. "Immediate environs" is defined in D.C.M.R. Section-720.2 as including "all property on which the premises are located; all property used by the licensee to conduct its business, whether part of the premises or not, including parking lots and the portion of alleys, sidewalks, or other public property immediately adjacent to the premises or adjacent to the property used by the licensee to conduct its business." Licensee shall clean the sidewalk in front of its premises up to and including the curb, promptly have graffiti removed, remove trash from tree boxes in front of the premises and the alley behind the premises, by 10:00 am and once again within one hour before closing on days the establishment is open. Licensee shall engage in pest control in and around its premises.

Licensee shall maintain trash, garbage and recycling material 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, garbage and recycle materials generated by the establishment, and to assure that trash, garbage, and recycle materials are removed regularly.

B. **Loitering.** The parties recognize that loitering in and around the establishment has been a significant problem in the past, and that the peace, order and quiet of the

neighborhood will continue to be unreasonably affected if it is not reasonably controlled in the future. Licensee shall take all reasonable measures to discourage loitering within, in front and in the rear of the establishment. If the activities identified herein (or other action taken by licensee) fail to reasonably prevent loitering and drug sales on its premises, licensee may be required to hire a licensed security guard to prevent such illegal conduct.

C. Alcohol Abuse Prevention. Licensee shall not, directly or indirectly, knowingly sell or deliver 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 licensee by the Metropolitan Police Department by giving a photo and name to licensee. Licensee shall not sell or deliver, alcoholic beverages to anyone accompanying a person who has been denied service if there is an apparent attempt to deliver the alcoholic beverage to the person who has been denied service. "Licensee shall not sell or deliver alcoholic beverages to any person or persons under the age of 21, and will prominently display the fact that such sales are prohibited and that patrons are subject to being asked to produce valid proof of age. These specific sale restrictions shall be posted on signs in the establishment.

D. Renovation and Signage at Premises. Licensee shall not install signs on the front window so as to obstruct visibility into the establishment. Licensee shall repaint the storefront to a non-high gloss color. Licensee shall not advertise alcoholic beverages on the exterior walls of the establishment. Licensee shall generally maintain the property in commercially reasonable condition and promptly remove or paint over any graffiti written on the exterior walls of the establishment. Licensee shall apply for a grant from North Capitol Main Street to improve signage and awnings.

3. Limitation on Non-Alcohol Retail Items. Licensee shall not provide "go-cups" (as defined in DCMR Section 709.7) to customers. Licensee may sell disposable cups to customers only if they are in pre-packaged form containing no less than 12 cups. Licensee shall only sell or provide ice to customers in pre-packaged form containing no less than 5 pounds. Licensee shall not sell single cigarettes, cigarette rolling-paper, plastic bags smaller than sandwich size or in non-pre-packaged form, or any other form of drug paraphernalia.

4. Cooperation with Community. Licensee shall reasonably cooperate with the community in efforts to alleviate alcohol abuse problems; illegal drug activity and loitering

by, among other things, participating in community meetings and programs as the circumstances may warrant. Licensee shall reasonably cooperate with the community to improve the overall environment in and immediately around the establishment to make it a more pleasant, safe area for residents, customers and businesses.

5. **Restrictions of hours on Alcoholic Beverages Sales.** Licensee shall sell alcoholic beverages only between the hours of 9:00am and 10:00pm.

6. **Participation in ANC 5C Meetings.** In order to maintain an open dialogue with the community and cooperatively address and control any problems associated with its operations, license, upon reasonable notice from the ANC 5C, shall send a representative of the establishment to a meeting(s) to discuss and find ways to reasonably resolve such problems.

7. **License Ownership.** Licensee agrees to abide by all ABC regulations regarding the ownership and transfer of the license including, without limitation, providing at least (45) days legal notice of any proposed transfer or substantial change in operations to the ANC 5C.

8. **Binding effect.** This Voluntary Agreement shall be binding upon and enforceable against the successors and assigns of licensee.

9. **Notices.** 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 thereafter before action against licensee on the basis of such violation may be undertaken. A material violation of this licensee or its ABC license by licensee which has not been corrected after such thirty (30) days' notice shall constitute 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 by certified mail, return receipt requested, postage prepaid; or hand-delivered, to the other parties to this Agreement notice is deemed to be received upon mailing. Notice is to be given as follows:

(a) If to Licensee:

Y.O.K., Incorporated

Super Liquors

1633 North Capitol Street, NE

Washington, DC 20002

(b) If to ANC 5C:

Commissioner ANC 5C

Advisory Neighborhood Commission 5C

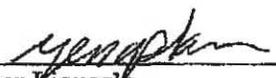
P. O. Box 26183

Washington, DC 20001

Licensee may change the notice address listed above by written notice to the signatories hereto at the addresses listed below their signatures. 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.

The provisions of this Voluntary Agreement shall become part of the conditions of the ABRA license and shall remain in force upon renewal or transfer of the liquor license. Violations of the Voluntary Agreement by the Licensee, or the Licensee failure to implement the measures called for in this Voluntary Agreement, shall be just cause by the ABC Board to immediately suspend or revoke the liquor license of the establishment.

IN WITNESS WHEREAS, the parties have executed this agreement as of the date and year written below.



Super Liquors

6/19/12

Date



Ronnie Edwards, Chairman ANC 5C

6-19-12

Date