

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

In the Matter of Carnival, Inc.

t/a Sunset Liquors

Holder of a Retailer's

Class A License

at premises

1627 First Street, N.W.

Washington, D.C. 20001

License No.: 60657

RE: Order No.: 2009-144

Order No.: 2009-209

Carnival, Inc., t/a Sunset Liquors, Licensee

Thaddeus Corley

Anita Bonds, Commissioner Advisory Neighborhood Commission (ANC) 5C01

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

CORRECTION OF ORDER NUMBER 2009-144

On June 10, 2009, the Alcoholic Beverage Control Board (the "Board") approved the Voluntary Agreement between Sunset Liquors and ANC 5C01, dated June 1, 2009. The Agreement stated that the Applicant had filed for a renewal of its retailer's Class B license. This statement was adopted and incorporated into Board Order 2009-144, which approved the Voluntary Agreement and the Application. However, this establishment holds a Class A license, which was what the application for renewal was for. Thus, the typographical error of "Class B" instead of "Class A" is hereby corrected in each reference to such.

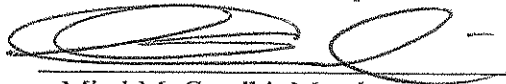
Carnival, Inc.
t/a Sunset Liquors
License No.: 60657
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It is hereby **ORDERED** on this 5th day of August, 2009, that Board Order Number 2009-144 is **CORRECTED** to read "Class A" in each reference to the class of the license for Carnival, Inc., t/a Sunset Liquors. The Board adopts and incorporates the Voluntary Agreement as if it stated "Class A" in each reference to the license class because the Board believes this to have been a typographical error.

District of Columbia
Alcoholic Beverage Control Board



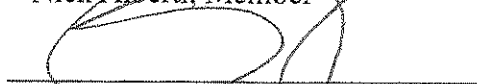
Peter B. Feather, Chairperson



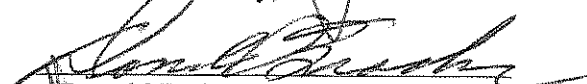
Mital M. Gandhi, Member



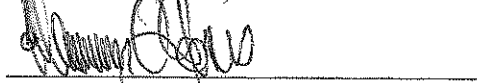
Nick Alberti, Member



Charles Brodsky, Member



Donald Brooks, Member



Herman Jones, Member

In the Matter of:

License No. 60657
Order No. 2009-144

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

The official records of the Alcoholic Control Board (Board) reflect that Carnival, Inc., t/a Sunset Liquors, Applicant for Renewal of a Retailer's Class B license located at 1627 First Street, N.W., Washington D.C., Protestant Thaddeus Corley, and ANC 5C01, (collectively, the Parties) have entered into a Voluntary Agreement (Agreement) dated June 1, 2009, setting forth the terms and conditions that govern the operation of the Applicant's establishment. This Agreement constitutes a withdrawal of the Protest of this Application.

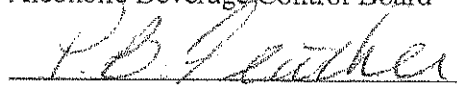
The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant, Protestant Corley, and Commissioner Bonds are signatories to the Agreement.

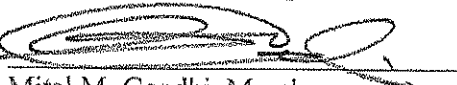
Carnival, Inc.
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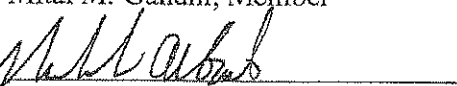
Accordingly, it is this 10th day of June 2009, **ORDERED** that:

1. The Application filed by Carnival, Inc., t/a Sunset Liquors for a Retailer's Class B license located at 1627 First Street, N.W., Washington, D.C., is **GRANTED**,
2. The Protest in this matter is hereby **WITHDRAWN**,
3. This above-referenced Voluntary Agreement submitted by the Parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Applicant, Protestant and ANC 5C01.

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.

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VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT ("Agreement") made this 1st day of June, 2009 by Sunset Liquors ("Applicant") between Thaddeus Corley ("Protestant") and Advisory Neighborhood Commissioner 5C01;

WITNESSETH

WHEREAS, Applicant has filed for renewal of its retailer's license Class B for premises located at 1625 First Street, NW, Washington, DC;

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

WHEREAS, the parties have agreed to enter into this Agreement and request that 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 establishment, including laws and regulations governing the Class B license to which this agreement applies, as applied for and approved by the District of Columbia in the name of the Applicant.
3. **Cleanliness and Condition of Premises.** Applicant 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 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."
 - a.) Applicant shall clean the sidewalk in front of its premises up to and including the curb, and remove trash from the alley behind the premises, at 10:00 am and once again within one hour of closing on days the establishment is open. Applicant shall maintain trash, garbage, and recycling material storage facilities in which all containers have lids that are kept securely closed at all times, which containers shall be sufficient to contain all trash, garbage, and recycled materials generated by the establishment, and to assure that the trash, garbage, and recycled materials are removed regularly.
 - b.) Applicant shall remove snow and ice from the sidewalk and follow all applicable DC laws and regulations with respect to snow and ice removal.

- c.) Applicant shall not support the installation of any pay phones around the establishment.
- d.) Applicant shall 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, to the extent such lighting is not already present on the exterior of the establishment.
- e.) Applicant shall exercise due diligence to prevent and/or rid vermin infestation in and around the property, including following, minimally, the recommendations and guidelines of the Rodent and Vector Control Division of the Department of Health.
- f.) Applicant shall generally maintain the property in commercially reasonable condition and promptly remove or paint over any graffiti written on exterior walls of the establishment.
- g.) Furthermore, the Applicant agrees to address the Protestants immediate concerns by developing the exterior owned-property of the establishment with planters, flora and shrubbery in a decorative fashion, to remove advertisement signage for alcoholic products from display on facing the First Street, NW side of the establishment, and to install a security gate on the exterior entranceway of the establishment facing Florida Avenue, NW.

4. **Loitering.** The parties recognize that loitering in and around the establishment adversely impacts the peace, order, and quiet of the neighborhood. Applicant shall post "No Loitering" signs in a prominent place on the exterior of the building. Applicant shall take all reasonable measures to prohibit and prevent loitering within, in front, and in the rear of the establishment, including:

- a.) Asking loiterers to move on when they are observed outside the establishment;
- b.) Calling the Metropolitan Police Department to remove loiterers if they refuse Applicant's request to move on;
- c.) Calling the Metropolitan Police Department if illegal activity is observed;
- d.) Keeping a written record of dates and times (i.e., log) when the Metropolitan Police have been called for assistance;
- e.) Providing the log to the Board, and for good cause shown to the Board, to any valid protestant group during hearings involving future renewals or contestant proceedings involving Applicant's license.

5. **Alcohol Abuse Prevention.** Applicant shall not, directly or indirectly, knowingly sell or deliver alcoholic beverages to any intoxicated person, or to any person on intemperate habits, or to any person who appears to be intoxicated. Applicant shall 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 by giving a photo and name to Applicant. Applicant 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 must produce valid proof of age. These specific sale restrictions shall be posted on signs in the establishment.

6. **Limitations on Advertising.** Applicant shall remove and/or not install signs advertising alcoholic beverages or cigarettes in windows so as to obstruct visibility into the establishment. Applicants shall not advertise alcoholic beverages or cigarettes on the exterior walls of the premises.
7. **Limitations on Non-Alcohol Retail Items.** Applicant shall not provide "go cups" (as defined in DCMR 709.7) to customers. Applicant may sell disposable cups to customers provided such cups are pre-packaged and contain no less than 12 cups. Applicant shall only sell or provide ice to customers in pre-packaged forms containing no less than 5 pounds. Applicant shall not sell single cigarettes, plastic bags smaller than sandwich size in non pre-packaged form, or any other form of drug paraphernalia.
8. **Cooperation with Community.** Applicant shall reasonably cooperate with Protestant 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. Applicant shall reasonably cooperate with Protestant to improve the overall environment in and immediately around the establishment to make it a more pleasant, safe area for residents, customers, and businesses.
9. **Restriction on Hours of Alcoholic Beverage Sales.** Applicant shall not sell alcohol before or after ABC regulated hours.
10. **Participation in ANC Meetings.** To maintain an open dialog with the community and cooperatively address and control any problems associated with its operations, Applicant, upon reasonable notice from ANC5C, shall send a representative of the establishment to a meeting(s) of ANC5C to discuss and find ways to reasonably solve such problems.
11. **License Ownership.** Applicant agrees to abide by all ABC regulations regarding the ownership and transfer of the license, including, without limitation, providing legal notice of any proposed transfer or substantial change in operations to the Advisory Neighborhood Commission.
12. **Binding Effect.** This Voluntary Agreement shall be binding upon and enforceable against the successors and assignors of the Applicant.
13. **Notices.** In the event of a violation of the provisions of this Voluntary Agreement, Applicant shall be notified in writing by the person alleging such violation and given an opportunity to cure such violation within 30 days thereafter before action against applicant on the basis of such violation is undertaken. A material violation of the Agreement or its ABC license by the Applicant which has not been corrected after 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.

14. **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.

APPLICANT:

By: Shabeg Singh

Name:

For: Sunset Liquors

Address: 1625 First Street, NW
Washington, DC 20001

Date: 6/01/09

WITNESS:

[Signature]

Name: Anita Bonds, Commissioner 5C01
For: Advisory Neighborhood
Commission 5C

Date: 6/6/09

PROTESTANT:

By: T. Corley

Name: Thaddeus Corley
Address: 1623 First Street, NW
Washington, DC 20001

Date: 6/6/09