THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:	)	
	)	
Hotmal Family, LLC	)	
t/a Capitol Hill Wine & Spirits	)	License No. 081749
	)	Order No. 2010-415
Application for Single Sales	)	
Exception to a Retailer's	)	
Class A License	)	
at premises	)	
323 Pennsylvania Avenue, S.E.	)	
Washington, D.C. 20003	)	
	)	

Hotmal Family, LLC, t/a Capitol Hill Wine & Spirits, Applicant

David Garrison, Chairperson, Advisory Neighborhood Commission (ANC) 6B

BEFORE: Nick Alberti, Acting Chairperson
Donald Brooks, Member
Herman Jones, Member
Calvin Nophlin, Member
Mike Silverstein, Member

ORDER ON APPLICATION FOR EXCEPTION TO SINGLE SALE MORATORIUM AND ON VOLUNTARY AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Hotmal Family, LLC, t/a Capitol Hill Wine & Spirits, Applicant for Exception to Single Sales Restriction, located at 323 Pennsylvania Avenue, S.E., Washington, D.C. 20003, and Chairperson David Garrison, on behalf of Advisory Neighborhood Commission (ANC) 6B (collectively, the Parties) have entered into a Voluntary Agreement (Agreement) dated March 8, 2010, setting forth the terms and conditions that govern the operation of the Applicant's establishment and incorporating an agreement to waive the single sales restriction.

The Applicant does not have any primary or secondary tier violations within 12 months preceding the date of the application and the ANC supports this request, as demonstrated in the Voluntary Agreement among the Parties to waive the single sales restriction for this establishment subject to the terms and conditions therein. For these reasons, the Board finds no significant adverse impact and grants the Application. The Agreement has been reduced to writing and has been properly executed and filed with the

Board. The Applicant and Chairperson David Garrison, on behalf of ANC 6B, have signed the Agreement.

Accordingly, it is this 28th day of July 2010, **ORDERED** that:

1. The Application filed by Hotmal Family, LLC, t/a Capitol Hill Wine & Spirits, for an Exception to the Single Sales Restriction at the location of 323 Pennsylvania Avenue, S.E., Washington, D.C., is **GRANTED**;

2. The Board's approval of this Application is perpetual and not limited to one year;

3. The 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 and to ANC 6B.

District of Columbia
Alcoholic Beverage Control Board

Nick Alberti, Acting Chairperson

Donald Brooks, Member

Herman Jones, Member

Calvin Nophlin, Member

Mike Silverstein, Membe

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., 3rd Floor, Washington, D.C. 20009.

VOLUNTARY (COOPERATIVE) AGREEMENT

DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE
CONTROL ADMINISTRATION
2010 MAR 31 P 2:

THIS VOLUNTARY AGREEMENT ("Agreement") is made on this 8th day of March, 2010 by and between ONS Corporation, t/a Capitol Hill Wine and Spirits ("Applicant"), and Advisory Neighborhood Commission 6B, Collectively, the "Parties").

W I T N E S S E T H

WHEREAS, Applicant's application for renewal of a Retailer Class A license for premises, 323 Pennsylvania Ave., SE, Washington, DC, 20003, is now pending before the District of Columbia Alcoholic Beverage Control Board (ABC); and,

WHEREAS, the premises is within the boundaries of the ANC, and,

WHEREAS, the Parties desire to enter into an agreement governing certain understandings regarding the issue of a Retailer Class A Liquor License at the subject premises; and,

WHEREAS, the Parties are desirous of entering into a Cooperative (Voluntary) Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to promote the peace, order and quiet of the neighborhood. Both parties recognize the importance of business neighborhoods that are safe, clean, and "pedestrian friendly".

NOW, THEREFORE, the parties agree as follows:

1. ***Recitals Incorporated.*** The recitals set forth above are incorporated herein by reference.

2. ***Nature of the Business.*** The Applicant will manage and operate a Retailer Class A license under the following:

   a. That the Applicant will comply with all laws and requlations governing the operations of the establishment at 323 Pennsylvania Ave., SE, within the District of Columbia, including the laws and regulation governing the Class A (Retail) license to which this Cooperative Agreement applies, as applied for and previously approved by the District of Columbia in the name of the Licensee,

   b. That the Applicant and its officers and employees will cooperate with Advisory Neighborhood Commission 6B (ANC 6B) to address any alleged violatin of the laws and regulations and in any request by the ANC that the appropriate enforcement agency investigate any violations,

c. That not withstanding the restriction on sales imposed by D.C. Code §25-346 the Applicant is authorized sell, give, offer, expose for sale, or deliver an individual container of beer, malt liquor, or ale if the container is 70 ounces or less, as well as spirits (liquor) sold in half-pints or smaller volumes: provided further that the Applicant will not sell, give, offer, expose for sale, or deliver an individual container of beer, malt liquor, or ale if the container is 70 ounces or less, as well as spirits (liquor) sold in half-pints or smaller volumes after the renewal date of the Applicant's liquor license unless this agreement is renewed by both parties,

d. That the Applicant will only sell individual containers of beer, malt liquor, or ale in a clear or translucent bag,

e. That the Applicant will not allow the illegal public consumption of alcohol in or around its immediate area and will participate in an ABC Board-approved course in alcoholic beverage sales management,

f. That the Applicant will not sell or provide cups or single servicing of ice,

g. That the Applicant will not sell alcohol before or after ABC regulated hours,

h. That the Applicant agrees to post this Cooperative Agreement, alongside the Applicant's ABC license.

Any changes from this model concerning later hours shall be considered by both Parties to be a substantial change in operation of great concern to residents and requires prior approval by the ABC Board.

3. ***Hours of Operation and Sales.*** The Applicant's hours of operation shall be as follows:

For Class A 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

4. ***Signage, Noise and Privacy.*** Applicant will strictly comply with D.C. Official Code§ 25-725 and take all necessary actions to ensure that noise in and around its immediate area is not audible within the adjacent residential or comerical properties. Applicant will prohibit and and prevent loitering, rowdiness, criminal activity, and panhandling within 100 feet of the establishment by:

a. Maintaining a "No Loitering/Panhandling" sign on the outside of the establishment, and

b. Posting a notice keep 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 partron to produce a valid identification document in order to purchase alcohol, and

3. Requiring loiterers to move whenever they are observed outside of the establishment, and

4. Calling the Metropolitan Police Department (MPD) to remove loiterers if they refuse Applicant's request to move on or if illegally activity is observed, and

5. Keeping a written record of dates and time 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, and

6. Opposing the installation of payphones outside the establishment, and

7. Applicant will ensure timely disposal of trash that is the least disruptive to the neighbors and that commercial trash pick up will only take place between 7:00 a. m. – 7:00 p.m.

5. ***Public Space Cleanliness and Maintence.*** Applicant will maintain te public space (minimally the front sidewalk up to and including the gutter in front of the subject premises, and the alley way behind the subject premises) adjacent to the establishment in a clean and litter-free condition by:

a. Exercising due diligence to prevent and/or rid vermin infestation in and around establishment, including, minimally the recommendation and guidelines of the Vector Control Division of the Department of Public Works, and

b. Picking up trash, including beverate bottles and cans, and all trash daily on a regular basis, and

c. Maintaining regular trash removal service. Obtain a dumpster to be placed in the rar of the building ensuring that the area around the dumpster is kept clean at all times. Garbage area can not encroach on abutting properties and timely disposal of commercial trash pick up takes place between 7:00 a.m. – 7:00 p.m., and

d. Removing snow and/or ice from sidewalks fronting (includes sidewalks o the sidewalk of corner buildings) within time litmits det by the District of Columbia for such snow and/ice removal, and

e. Planting, watering, and generally tending to tree boxes directly in front of subject premises, if any.

6. ***Security Cooperation in Stemming Illegal Drugs and Public Drinking.*** Applicant agrees that it shall take all necessary steps to minimize such problems, including, without limitation, designating a sufficient number of employees to assure adequate security and to control unruly patrons. Applicant shall to the full extent permissible by law discourage loitering in the front of the Premises at all times when the Establishment is open to the public, and shall request that any individuals who are simply loitering are asked to move along.

7. ***License Ownership and Compliance with ABRA Regulations.*** Applicant promises that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees. This agreement will remain in full force and effect in event applicant sells this business.

8. ***Participation in the Community.*** Applicant agrees to seek to maintain open communication with the community for which the ANC acts. To this end, Applicant shall from time to time be represented at ANC-6B public meetings, which currently occur on the second Tuesday of each month at 7 p.m. at The Peoples Church, 535 8th Street SE, Washington, D.C. 20003. Applicant, upon notice from the ANC, shall send a representative of the Establishment to a meeting(s) to confer and deal in good faith with issues raised under this Agreement,

9. ***Notice and Opportunity to Cure.*** In the event that any of the parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If Applicant or the licensee fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30-days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt:

IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.

Applicant: ONS Corporation
Capitol Hill Wine and Spirits
323 Pennsylvania Ave., SE
Washington, DC 2003
Attn: Savita Malhotra, Owner

Phone: 202.546.7070

Owner

Fax: 571.275.0891 Cell

ANC:

Advisory Neighborhood Commission
703 D Street, SE
Washington, DC 20003
Attn: David F. Garrison, Chair
(202) 543-3344
Fax (202) 543-3705

David F. Garrison
Chair 3/10/10