

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

<b>In the Matter of:</b>	)	
	)	
Pupuseria San Miguel, Inc.	)	
t/a Pupuseria San Miguel	)	
	)	
Application to renew	)	Case No. 61080-07/70P
Retailer's Class "CR" License	)	License No. 74630
at premises	)	Order No. 2008-096
3110 Mount Pleasant St., N.W.	)	
Washington, D.C.	)	
	)	

Pupuseria San Miguel, Inc. t/a Pupuseria San Miguel, Applicant

Gregg Edwards, Chair, Advisory Neighborhood Commission 1D and Steve Mudd,  
President, All-Ways Mt. Pleasant, Protestants

**BEFORE:** Peter B. Feather, Chairperson  
Judy A. Moy, Member  
Albert G. Lauber  
Mital M. Gandhi, Member

**ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST**

The Application filed by Pupuseria San Miguel, Inc. t/a Pupuseria San Miguel, to renew its Retailer's Class "CR" License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call hearing on August 22, 2007, in accordance with D.C. Official Code § 25-601 (2001). Gregg Edwards, Chair, Advisory Neighborhood Commission (ANC) 1D and Steve Mudd, President, All-Ways Mt. Pleasant, (Protestants) filed timely opposition by letter.

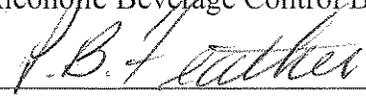
The official records of the Board reflect that the Parties have reached an Agreement which has been reduced to writing, properly executed, and filed with the Board. Pursuant to the Agreement, dated December 5, 2007, the Protestants have agreed to withdraw their protests, provided, however, the Board's approval of the pending Application is conditioned upon the Licensee's continuing compliance with the terms of the Agreement.

**Pupuseria San Miguel, Inc.**  
**t/a Pupuseria San Miguel**  
**License No. 15941**  
**Case No. 30088-07/069P**  
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Accordingly, it is this 5th day of March 2008, **ORDERED** that:

1. The protests of ANC 1D and All-Ways Mt. Pleasant are **WITHDRAWN**;
2. The Application of Pupuseria San Miguel, Inc. t/a Pupuseria San Miguel, at 3110 Mount Pleasant Street, N.W. Washington, D.C., to renew its Class CR Retailer's License is **GRANTED**;
3. The above-referenced Voluntary Agreement is **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Protestants and the Applicant.

District of Columbia  
Alcoholic Beverage Control Board

  
Peter B. Feather, Chairperson

  
Judy A. Moy, Member

  
Albert G. Lauber, Member

  
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, 941 North Capitol Street, N.E., Suite 7200, Washington, D.C. 20002.

COOPERATIVE AGREEMENT between Pupuseria San Miguel Restaurant (t/a DBA Pupuseria San Miguel)  
and Advisory Neighborhood Commission 1-D (Mount Pleasant)

Cooperative Agreement between Neftali M. Vasquez (Licensee) vs Pupuseria San Miguel

Located at 3110 Mount Pleasant Street, NW, Washington, DC 20010

Applicant for renewal of ABC Class CR license (Number: 74630)

ANC1D agrees to withdraw its protest and the Licensee agrees to comply with the terms of this Cooperative Agreement (CA) listed below:

### Responsible Hospitality Association for Mount Pleasant

1. The Licensee will join and collaborate in full good-faith due diligence with Responsible Hospitality Association for Mount Pleasant, Inc. (RHAMP).

### Cultural and economic development for Mount Pleasant and its environs.

2. Licensee is encouraged to make unused interior wall space available to interested local artists for use in displaying their art works.

3. Licensee is encouraged to make the premises available for community meetings, meetings of charitable organizations, art openings, readings, seminars and other arts, musical, cultural or community events.

For both items 2 and 3, above, Licensee will have full discretion to decline, on any grounds, any such proposed events.

4. Licensee will be permitted to offer live music and other live entertainment (including karaoke, DJs, performances, readings and any other lawful form of live entertainment) and to charge an admission or cover charge therefore, and may permit dancing. To the extent such live music and other live entertainment requires Entertainment Endorsements, Licensee shall be responsible for obtaining such endorsements as may be necessary in respect of such activities and Protestants agree to support the immediate issuance of such endorsements as a corollary to and simultaneous with the approval of this Agreement.

5. Nothing in this Agreement shall be construed to restrict or limit the Licensee's ability to offer live entertainment in accordance with any entertainment endorsement stipulated or issued prior to the effective date of this Agreement. Times and other policies may be changed in conjunction with RHAMP.

6. The Licensee will make a full good faith due diligent effort to engage as cultural and all other kinds of workers and contractors those who live or work nearby. Specifically, this means a priority in the following order: (1) Within 600 feet; (2) Within Mount Pleasant; (3) Within the adjoining neighborhoods; (4) within DC or allied with groups closely linked with DC; (5) all others.

### Responsible Operations

7. There shall be a night manager on the premises from at least 9 p.m. until closing every night during business operations. The night manager, who may be the Licensee or a designated employee, shall be responsible for ensuring compliance with all ABC laws and regulations and this Agreement. The Licensee shall maintain a daily log to record the name of each night manager on duty during the designated hours.

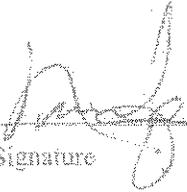
8. The Licensee or the night manager shall be electronically contactable (eg: text-messaging, e-mail,...) via a service that can be accessed at least via a telephone number. This phone number and contact code shall be posted prominently on the premises next to the Licensee's posted hours of operation. The Licensee agrees to make this point of contact information is available to the ANC, to community organizations and to residents.

The contact must notify the night manager of the existence of the message within a few minutes, including the contact ID (phone number or e-mail address) of the sender, which shall not be anonymous; a record of all messages with the contact ID of the sender and the time shall be maintained by a neutral third party open to examination by the DC government, the ANC, and RHAMP. The Licensee is responsible for ensuring that the posted contact information is current.

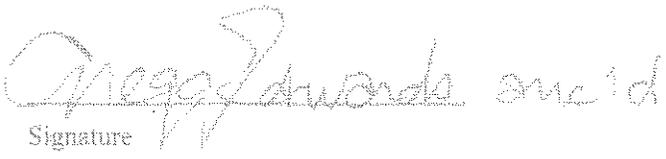
9. Licensee is responsible for ensuring that the operation of his or her business does not disturb the peace and good order of the neighborhood and for promptly responding to complaints.

10. A Licensee offering live entertainment, amplified or recorded music shall work with ANCID and RHAMP to conduct a noise impact study and to develop and implement a noise management plan. Such plan will identify reasonable and appropriate steps to prevent excessive noise emanating from the establishment including but not limited to monitoring and reducing amplification levels of music (including live and recorded music), increasing sound proofing as necessary, installing "limiting devices" on juke boxes and other audio devices, etc.

11. This Cooperative Agreement supersedes any and all voluntary or cooperative agreements that applied to the license or the Licensee previously entered into between the parties. Further, the Licensee may with ~~one~~ <sup>3 months</sup> year's notice switch between Versions A and B of the ANC ID Cooperative Agreement. If this option is taken, then this same option will be appended to Version A. 3/2

  
Signature

Organization/Entity  
12-5-07  
Date

  
Signature

Organization/Entity  
2007-12-07  
Date  
  
  
  
Steve Mudd  
