

VOLUNTARY SETTLEMENT AGREEMENT

This Agreement made and entered into this 2th day of August, 2003, by and between Morris Miller Liquors and Wines, hereinafter "Morris Miller" or "Applicant", and Advisory Neighborhood Commission 4A 02, hereinafter "ANC",

WHEREAS, the Applicant's application for renewal of its ABC License has been protested by the ANC; and,

WHEREAS, the parties now enter into this Voluntary Settlement Agreement pursuant to Section 1513.2 of 23 DCMR for the purpose of resolving the complaints contained in the letter of protest dated June 3, 2003, signed by the Chairman, ANC 4A, a copy of which is attached hereto,

NOW, THEREFORE, intending to be legally bound, the parties agrees as follows.

1. Morris Miller agrees not to sell single containers or multiple singles of beer, domestic ales, domestic fortified wine, such as Boone Farm, malt liquors and wine coolers of less than seventy (70) ounces unless they are packaged as four (4) or six (6) units. The parties agree that Morris Miller will continue to sell craft, imported and esoteric beers as warm singles.

2. Applicant is aware of and intends to comply with the provisions of the ABC Regulations, 23 DCMR and Chapter 3, Section 25-301 et. seq. of the District of

Columbia Code, 2001 Edition, as amended, and as may be further amended from time to time.

3. Applicant shall take all reasonable measures to discourage loitering on its immediate environs. Included in the measures shall be clearly visible "No Loitering" signs (lettering no less than 5 inches) posted on the interior and rear of its establishment. Morris Miller will keep a log of calls made to the Metropolitan Police Department; said log shall be made available to Advisory Neighborhood Commissioner 4A 02 upon request.

4. Applicant shall take all reasonable measures to insure that the immediate environs, as defined in 23 DCMR 720.2, of Applicant's establishment are kept free of litter and debris. Applicant shall clean its immediate environs by 10:30 a.m. daily, periodically as needed during the hours of operation, and within one (1) hour before closing.

5. Applicant shall not place signs/posters on more than twenty-five (25%) percent of its front windows and shall not stack merchandise in front of the windows so as not to obstruct visibility into the establishment. Windows shall be cleaned on a regular basis. Applicant shall maintain the property in reasonable condition that does not detract from the adjacent residential community and promptly remove or paint over any graffiti on its immediate premises.

6. Applicant shall clean the establishment immediately and shall paint the interior and repair the deteriorating ceiling and cover the existing floor within six (6) months after the transfer of the ABC license.

7. Applicant shall reasonably cooperate with the Protestants in efforts to alleviate alcohol abuse problems and loitering by, among other things, participating in community meetings and programs as the circumstances may warrant. Applicant shall reasonably cooperate with Protestants to improve the overall environment around its establishment to make it a more attractive, pleasant, and a safe area for residents, customers and businesses.

8. Applicant agrees to provide notice by certified mail-return receipt requested, or hand deliver any proposed transfer of its Class A License or change in its operation/management to ANC 4A 02 before any transfer or change is implemented.

9. Should there be any written communication from the ANC related to the terms of this Agreement, the Applicant agrees to respond in writing within twelve (12) business days by certified mail, return receipt requested, or hand delivered. The initial response may seek additional time to provide a full and complete response.

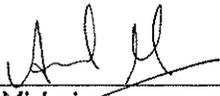
10. The parties further agree that this Agreement shall be governed by the provisions of Section 1513.5 of 23 DCMR.

11. Representatives executing this Agreement on behalf of the respective parties do hereby affirm that they have the authority to do so.

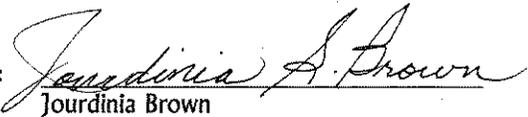
WHEREFORE, the parties have affixed their hands and seals the day and date first above written.

MORRIS MILLER LIQUORS AND WINES

BY: 
Amran Pasha


Anil Migiani

ADVISORY NEIGHBORHOOD
COMMISSION 4A 02

BY: 
Jourdinia Brown
Commissioner ANC 4A 02

(926)

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

In the Matter of:)	
)	
Vintage, Inc.)	
t/a Morris Miller Liquors)	
)	
Application for a Retailer's Class A)	
License (renewal))	Application no. 293-03/062P
at premises)	2003-75
7804 Alaska Avenue, N.W.)	
Washington, D.C.)	
)	

James H. Jones, Chairperson, on behalf of the Advisory Neighborhood Commission 4A,
Protestant

Mose Lewis III, Esquire, on behalf of the Applicant

BEFORE: Charles Burger, Interim Chairperson
Vera Abbott, Member
Laurie Collins, Member
Judy Moy, Member
Ellen Opper-Weiner, Esquire, Member^{1/}
Audrey Thompson, Member

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST

The application, having been protested, came before the Board on June 18, 2003, in accordance with the D.C. Official Code Title 25, Section 601 (2001 Edition). James H. Jones, Chairperson, on behalf of the Advisory Neighborhood Commission 4A, filed a timely protest letter.

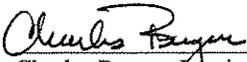
The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the agreement, dated August 8, 2003, the protestant has agreed to withdraw the protests, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

Vintage, Inc.
t/a Morris Miller Liquors
7804 Alaska Avenue, N.W.
Case no. 293-03/062P
Page two

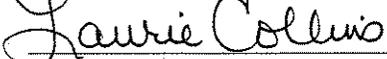
Accordingly, it is this 10th day of September 2003, **ORDERED** that:

1. The protest of James H. Jones, Chairperson, on behalf of the Advisory Neighborhood Commission 4A, is **WITHDRAWN**;
2. The application of Vintage, Inc. t/a Morris Miller Liquors for a retailer's class A license (renewal) at 7804 Alaska Avenue, N.W., Washington, D.C. is **GRANTED**;
3. The above-referenced agreement is **INCORPORATED** as part of this Order;
and
4. Copies of this Order shall be sent to the Protestant, the Attorney for the Applicant, and the Applicant.

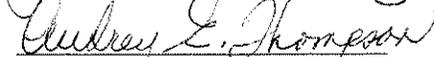
District of Columbia
Alcoholic Beverage Control Board


Charles Burger, Interim Chairperson

Vera Abbott, Member


Laurie Collins, Member

Judy Moy, Member


Audrey E. Thompson, Member



POWERS & LEWIS
ATTORNEYS AT LAW
4201 CONNECTICUT AVENUE, N. W.
SUITE 400
WASHINGTON, D. C. 20008
TELEPHONE: (202) 363-9740
TELECOPIER: (202) 363-6444

THOMAS P. POWERS D. C., MD.
MOSE LEWIS III D. C., MD.

MARYLAND OFFICE:
STEVEN M. COOPER
OF COUNSEL
1101 SPRING STREET
SILVER SPRING, MD. 20910
(301) 587-9170

August 11, 2003

HAND DELIVERED

Mr. Charles Burger, Acting Chairman
Alcohol Beverage Control Board
941 North Capitol Street, N.E., Room 7200
Washington, D.C. 20002

RE: Morris Miller Liquors and Wines
7804 Alaska Avenue, N.W.
Application No. 293

Dear Mr. Burger:

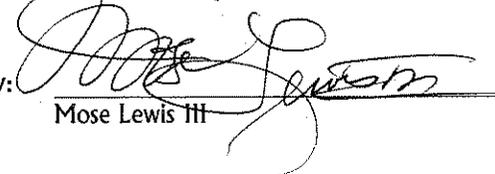
I enclose a Voluntary Settlement Agreement between Morris Miller Liquors and Wines and the Advisory Neighborhood Commission (ANC) 4A 02 in compliance with Section 1513 of 23 DCMR, the Alcohol Beverage Control Board's Regulations. This Agreement has satisfactorily resolved the protest filed by the ANC in its letter of protest dated June 3, 2003, a copy of which is attached to the Agreement. Both parties respectfully request that the Board approve the above-referenced license application conditioned upon Morris Miller's compliance with the terms of the written Agreement.

We trust that this Agreement will negate the necessity for the Status Hearing scheduled for September 10, 2003. Should you require anything further, please advise.

Respectfully submitted,
Advisory Neighborhood Commission 4A 02

By: 
Jourdinia Brown, Commissioner

MORRIS MILLER LIQUORS AND WINES

By: 
Mose Lewis III

ML:b:926
Enclosure

cc: Mr. Anil Maglani
Mr. Amran Pasha
Mr. Jeffrey Weinberger