

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

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In the Matter of:)
)
Hotmal Family, LLC)
t/a Capitol Hill Wine & Spirits)
)
Holder of a)
Retailer's Class A License)
)
at premises)
323 Pennsylvania Avenue, S.E.)
Washington, D.C. 20003)
<hr/>)

License No. ABRA-081749
Order No. 2013-238

Hotmal Family, LLC, t/a Capitol Hill Wine & Spirits (Licensee)

Brian Flahaven, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 6B

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

ORDER ON AMENDMENT TO SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that a previous holder of a license for the premises and ANC 6B entered into a Voluntary Agreement dated February 10, 2009. The Voluntary Agreement and it was approved by the Board on February 25, 2009.

Hotmal Family, LLC, t/a Capitol Hill Wine & Spirits (Licensee), as the current holder of the Retailer's Class A license, is required to comply with the terms of the Agreement, dated February 10, 2009, that governs the operation of the Licensee's establishment. In addition, the Licensee and ANC 6B entered into a Voluntary Agreement (Agreement), dated March 8, 2010, that governs the operation of the Licensee's establishment.

Hotmal Family, LLC
t/a Capitol Hill Wine & Spirits
License No. ABRA-081749
Page 2

This matter comes now before the Board to consider the Parties' Amendment to Settlement Agreement (Amendment), dated April 25, 2013, in accordance with D.C. Official Code § 25-446 (2001).

The Amendment has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Brian Flahaven, on behalf of ANC 6B, are signatories to the Amendment.

Accordingly, it is this 29th day of May, 2013, **ORDERED** that:

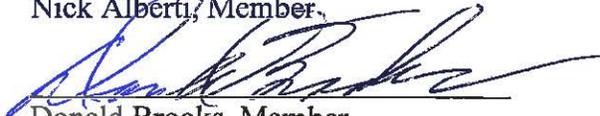
1. The above-referenced Amendment to Settlement Agreement, dated April 25, 2013, submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
2. All terms and conditions of the previous Agreements, not amended by the Amendment, shall remain in full force and effect; and
3. Copies of this Order shall be sent to the Licensee and ANC 6B.

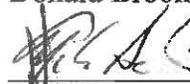
Hotmal Family, LLC
t/a Capitol Hill Wine & Spirits
License No. ABRA-081749
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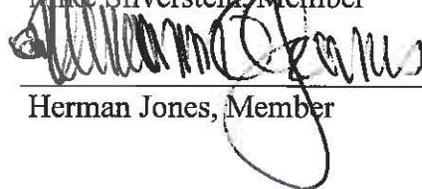
District of Columbia
Alcoholic Beverage Control Board


Ruthanne Miller, Chairperson


Nick Alberti, Member


Donald Brooks, Member


Mike Silverstein, Member


Herman Jones, Member

Pursuant to D.C. Official Code § 25-433, 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.

AMENDMENT TO VOLUNTARY (COOPERATIVE) AGREEMENT

This Amendment to Voluntary (Cooperative) Agreement ("Amendment") is made this ___25___ day of ___April 2013___ by and between ___Hotmal Family, LLC t/a Capitol Hill Wine & Spirits___ ("Applicant") and Advisory Neighborhood Commission 6B ("ANC 6B").

WITNESSETH

WHEREAS, Applicant is the current owner and operator of an ABC-licensed establishment located at ___323 Pennsylvania Ave SE___, Washington, DC 20003;

WHEREAS, ANC 6B and the Applicant entered into a Voluntary (Cooperative) Agreement dated ___March 08, 2010___ which Agreement was approved by the Alcoholic Beverage Control Board ("ABC Board") by Order dated ___July 28, 2010___;

WHEREAS, Applicant as the current holder of the License, is bound by the terms of the Agreement;

WHEREAS, ANC 6B seeks to modify the Agreement to reflect the new official designation of this document as a Settlement Agreement; and

WHEREAS, the Applicant seeks an extension of hours of operation,

WHEREAS, to accommodate the requests of both parties, the parties agree to an amendment to the Agreement as hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
2. **Change of name from Voluntary Agreement to Settlement Agreement** The Agreement is hereby amended to reflect the name of the Agreement document as Settlement Agreement.
3. **Change of Hours of Operation and Sales.** The Agreement is hereby amended to allow for hours of operation as follows:
Sunday – Saturday 10AM to 10PM

4. **Agreement Otherwise in Full Force and Effect.** Except as otherwise explicitly provided herein, the terms of the Voluntary Agreement shall remain in full force effect and the Agreement and this Amendment shall constitute the agreement between the parties. This Amendment may only be modified by written agreement of all the parties or their successors, or otherwise in accordance with law.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first written above.

APPLICANT:

By:


Savita Malhotra, Owner

Date:

4-25-13

ANC 6B

By:


Brian Flahaven, Chair

Date:

5/1/13


Capitol Hill / Southeast

921 Pennsylvania Avenue SE
Suite 306
Washington, DC 20003-2141
202-543-3344 (office)
202-543-3507 (fax)
office@anc6b.org

Executive Director
Susan Eads Role

April 29, 2013

Ruthanne Miller, Chair
Alcoholic Beverage Control Board
2000 14th Street NW, Suite 400S
Washington, DC 20009

VIA E-MAIL: sarah.fashbaugh@dc.gov

OFFICERS

Chair
Brian Flahaven

Vice-Chair
Ivan Frishberg

Secretary
Philip Feisch

Treasurer
Brian Pete

Parliamentarian
Nichole Opkins

COMMISSIONERS

SMD 1 *David Garrison*
SMD 2 *Ivan Frishberg*
SMD 3 *Philip Feisch*
SMD 4 *Kirsten Oloenburg*
SMD 5 *Brian Pete*
SMD 6 *Nichole Opkins*
SMD 7 *Sara Loveland*
SMD 8 *Chander Jayaraman*
SMD 9 *Brian Flahaven*
SMD 10 *Francis Campbell*

RE: ABRA—081749, Capitol Hill Wine & Spirits, 323 Pennsylvania Avenue SE, change of hours of operation & hours of alcoholic beverage sales from Monday through Thursday 10:00 a.m. – 9:00 p.m./Friday and Saturday 10:00 a.m. – 10:00 p.m. to Sunday through Saturday 10:00 a.m. – 10:00 p.m.

Dear Ms. Miller:

At its regularly called, properly noticed meeting on April 23, 2013, with a quorum present, Advisory Neighborhood Commission (ANC) 6B voted 6-0 in support of the above-referenced request.

For your review and approval, please find enclosed an Amendment to the Voluntary Agreement, which was executed by both parties.

Please contact ANC 6B's Executive Director Susan Eads Role if you have questions or need further information. Thank you.

Sincerely,



Brian Flahaven
Chair

Enclosure

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

<u>In the Matter of:</u>)	
)	
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

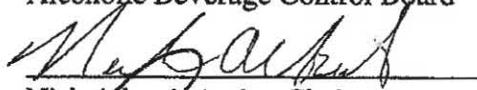
Hotmal Family, LLC
t/a Capitol Hill Wine & Spirits
License No. 081749
Page 2

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:

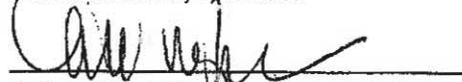
1. The Application filed by Hotmal Family, LLC, t/a Capitol Hill Wine & Spirits, for an Exception to the Single Sales Restriction at the location of 323 Pennsylvania Avenue, S.E., Washington, D.C., is **GRANTED**;
2. The Board's approval of this Application is perpetual and not limited to one year;
3. 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, 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, 1250 U Street, N.W., 3rd Floor, Washington, D.C. 20009.

VOLUNTARY (COOPERATIVE) AGREEMENT

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").

WITNESSETH

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 regulations 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 notwithstanding 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 commercial properties. Applicant will prohibit 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:

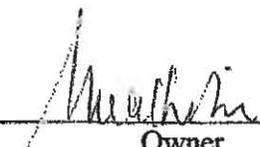
1. The minimum age requirement for purchase of alcohol,
 2. The obligation of the patron to produce a valid identification document in order to purchase alcohol, and
 3. Requiring loiterers to move whenever they are observed outside of the establishment, and
 4. Calling the Metropolitan Police Department (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 Maintenance.*** 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 beverage 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 rear 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



Chair

3/10/10

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

In the Matter of:

ONS Corporation
t/a Capitol Hill Wine and Spirits

License No. 75151
Order No. 2009-048

Holder of a Retailer's
Class A License
at premises
623 Pennsylvania Ave., S.E.
Washington, D.C. 20003

Shvita Malhotra, on behalf of the Licensee

David Garrison, Chair, Advisory Neighborhood Commission, 6B

BEFORE: Peter B. Feather, Chairperson
Mital M. Gandhi, Member
Nick Alberti, Member
Charles Brodsky, Member
Donald Brooks, Member
Herman Jones, 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 ONS Corporation, t/a Capitol Hill Wine and Spirits, holder of a Retailer's Class A license, located at 623 Pennsylvania Ave., S.E., Washington, D.C., has applied for an exception to the statutory single sale moratorium that currently exists in Ward 6.

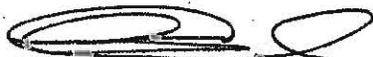
The official records of the Board also reflect that the Licensee has provided the required information and supporting documentation, including a Voluntary Agreement, dated February 10, 2009, entered into with Advisory Neighborhood Commission (ANC) 6B in support of the Application. The Voluntary Agreement permits the termination of the exemption after one year from the effective date of the Agreement unless it is renewed by both parties upon their initiation. The Board's official records also reflect the absence of any primary or secondary tier violations against the Licensee in the 12 months preceding the filing of the application.

ONS Corporation
t/a Capitol Hill Wine and Spirits
License No. 75151
Page Two

Accordingly, the Board does hereby, this 25th day of February, 2009, **APPROVE** the Application filed by ONS Corporation, t/a Capitol Hill Wine and Spirits located at premises 623 Pennsylvania Ave., S.E., Washington, D.C, for an exception to the single sale moratorium in Ward 6. The Board also **APPROVES** the Voluntary Agreement entered into with ANC 6B. Copies of this Order shall be sent to the Applicant and to ANC 6B.

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.

COOPERATIVE (VOLUNTARY) AGREEMENT

THIS VOLUNTARY AGREEMENT ("Agreement") is made on this 10th day of February, 2009 by and between ~~M & H~~^{W & H} Corporation, t/a Capitol Hill Wine and Spirits ("Applicant"), and Advisory Neighborhood Commission 6B, Collectively, the "Parties". This Agreement replaces and supersedes any previous agreement between the Parties.

WITNESSETH

WHEREAS, the Applicant's application for an exception to the ban on the sale of single containers of beer, malt liquor or ale, and half pints or less of spirits for Retailer's Class "A" License, 323 Pennsylvania Avenue, 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's 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 Business. The Applicant will manage and operate a Retailer's Class A License under the following:
 - a) That the Applicant will comply with all laws and regulations governing the operations of the establishment at 323 Pennsylvania Avenue, SE, within the District of Columbia, including the laws and regulations 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") to address any alleged violation of the laws and regulations and in any request by the ANC that the appropriate enforcement agency investigate any alleged violation,

c) That notwithstanding the restriction on sales imposed by D.C. Code §25-346 the Applicant is authorized to 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 to 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 one year from the date of the effect of this Agreement 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 his ABC license.

Any change 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 noise in and around its immediate area is not audible within the adjacent residential or commercial properties. Applicant will prohibit 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 kept 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 patron to produce a valid identification document in order to purchase alcohol, and

- c. requesting loiterers to move on whenever they are observed outside of the establishment, and
 - d. calling the Metropolitan Police Department (MPD) to remove loiterers if they refuse Applicant's request to move on or if illegal activity is observed, and
 - e. keeping a written record of dates and times 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
 - f. opposing the installation of payphones outside the establishment, and
 - g. 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 a.m.-7 p.m.
5. ***Public Space Cleanliness and Maintenance.*** Applicant will maintain the 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 following, minimally the recommendations and guidelines of the Vector Control Division of the Department of Public Works
 - b. Picking up trash, including beverage bottles and cans, and all trash daily on a regular basis
 - c. Maintaining regular trash removal service. Obtain a dumpster to be placed in the rear 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 a.m.-7 p.m.
 - d. Removing snow and/or ice from sidewalks fronting (includes sidewalks on the sides of corner buildings) within time limits set by the District of Columbia for such snow and/or ice removal
 - e. Planting, watering, and generally tending to tree boxes directly in front of the 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 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 to 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 Old Naval Hospital, 921 Pennsylvania Avenue, 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}
~~M.K. & H~~ Corporation
 Capitol Hill Wine and Spirits
 323 Pennsylvania Avenue, SE
 Washington, DC 20003
 Attn: Savita Malhotra

 (phone) 202 546 7070
 (fax)

M



 Owner

ANC: Advisory Neighborhood Commission 6B
 921 Pennsylvania Avenue, SE
 Washington, DC 20036
 Attn: David F. Garrison, Chair
 (202) 543-3344
 (202) 543-3507 (fax)



 David F. Garrison
 Chairperson