

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

<b>In the Matter of:</b>	)	
	)	
RS Liquors, Inc.	)	
t/a Cap Liquors	)	License No. 24522
	)	Order No. 2010-047
Application for Single Sales	)	
Exception to a Retailer's	)	
Class A License	)	
at premises	)	
1301 South Capitol Street, S.W.	)	
Washington, D.C. 20024	)	

RS Liquors, Inc., t/a Cap Liquors

Andy Litsky, Chair, Advisory Neighborhood Commission (ANC) 6D

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

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

On February 24, 2010, by Order No. 2010-036, the Alcoholic Beverage Control Board (Board) granted the Application filed by RS Liquors, Inc., t/a Cap Liquors (Applicant), for Exception to Single Sales Restriction. As a part of its Order, the Board stated that the Applicant had no previous primary or secondary violations within the past 12 months of the date of application.

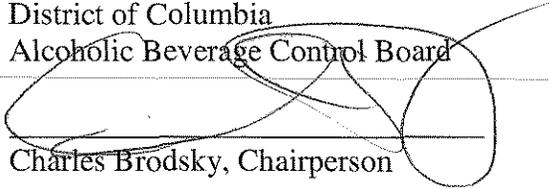
The Board now seeks to amend Order No. 2010-036 to make clear that the Board was aware that applicant had previously violated its Voluntary Agreement in September 2009, when it granted the exception to the single sales restriction. All other terms and conditions adopted by Order No. 2010-036 shall remain in full force and effect.

**RS Liquors, Inc.**  
**t/a Cap Liquors**  
**License No. 24522**  
**Page Two**

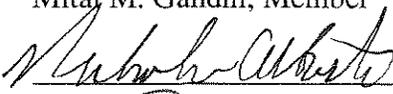
Accordingly, it is this 24<sup>th</sup> day of March 2010, **ORDERED** that:

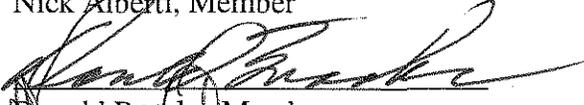
1. Board Order No. 2010-036 is **AMENDED** to make clear that the Board is cognizant that **RS Liquors, Inc., t/a Cap Liquors** previously violated its Voluntary Agreement in September 2009 and **APPROVES** its Application for Single Sales Exception.
2. All other terms and conditions of Order No. 2010-036 shall remain in full force and effect; and
3. Copies of this Order shall be sent to the Applicant and ANC 6D.

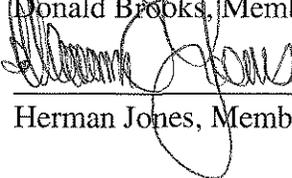
District of Columbia  
Alcoholic Beverage Control Board

  
Charles Brodsky, Chairperson

Mital M. Gandhi, Member

  
Nick Alberti, 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, 1250 U Street, N.W., 3<sup>rd</sup> Floor, Washington, D.C. 20009.

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

<b>In the Matter of:</b>	)	
	)	
RS Liquors, Inc.	)	
t/a Cap Liquors	)	License No. 24522
	)	Order No. 2010-036
Application for Single Sales	)	
Exception to a Retailer's	)	
Class A License	)	
at premises	)	
1301 South Capitol Street, S.W.	)	
Washington, D.C. 20024	)	

RS Liquors, Inc., t/a Cap Liquors

Andy Litsky, Chair, Advisory Neighborhood Commission (ANC) 6D

**BEFORE:** Charles Brodsky, Chairperson  
Mital M. Gandhi, Member  
Nick Alberti, 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 RS Liquors, Inc., t/a Cap Liquors, Applicant for Exception to Single Sales Restriction, located at 1301 South Capitol Street, S.W., Washington, D.C., and Andy Litsky, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 6D (collectively, the Parties) have entered into a Voluntary Agreement (Agreement) dated January 11, 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 impacts and grants the Application. The Agreement has been reduced to writing and has been properly executed and filed with the

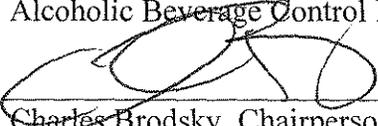
**RS Liquors, Inc.**  
**t/a Cap Liquors**  
**License No. 24522**  
**Page Two**

Board. The Applicant, Chairperson Andy Litsky, Commissioner Rhonda Hamilton, and Coralie Farlee are signatories to the Agreement.

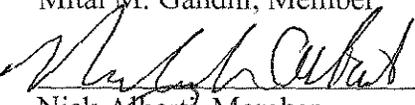
Accordingly, it is this 24<sup>th</sup> day of February 2010, **ORDERED** that:

1. The Application filed by RS Liquors, Inc., t/a Cap Liquors for an Exception to the Single Sales Restriction at the location of 1301 South Capitol Street, S.W., 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 6D.

District of Columbia  
Alcoholic Beverage Control Board

  
\_\_\_\_\_  
Charles Brodsky, Chairperson

\_\_\_\_\_  
Mital M. Gandhi, Member

  
\_\_\_\_\_  
Nick Alberti, 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, 1250 U Street, N.W., 3<sup>rd</sup> Floor, Washington, D.C. 20009.

ABRA

DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE  
REGULATION ADMINISTRATION

★ ★ ★ **Advisory Neighborhood  
Commission 6D**

PO Box 71156 • Washington, DC 20024-0006  
ANC Office: 202 554-1795 ■ FAX: 202 554-1774  
office@anc6d.org  
REC'D BY CUN JAN 12 2010 P 2:09

**VOLUNTARY AGREEMENT**

THIS VOLUNTARY AGREEMENT (“Agreement”) is made on this 11th day of January 2010 by and between RS Liquors, Inc., trading as Cap Liquors (“Applicant”), and Advisory Neighborhood Commission 6D (“Protestant”), (collectively, the “Parties”). This Voluntary Agreement updates and replaces the Voluntary Agreement between Cap Liquors and ANC6D dated 9 December 2008.

WITNESSETH

WHEREAS, Applicant requests continued exception to the ban on the sale of single containers of beer, malt liquor or ale, and half pints or less of spirits for License Retail Class A, a business establishment (“Establishment”) located at 1301 South Capital Street, SW, Washington, D.C. (“Premises”);

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board (“ABC Board”) approve the Applicant’s request for exemption conditioned upon the Applicant’s compliance with the terms of this written Agreement; and

WHEREAS, the Parties are desirous of ensuring the operation and maintenance of the establishment, pursuant to D.C. Official Code § 25-446 in such a manner as to minimize the effect on (i) the peace, order and quiet of the neighborhood and (ii) pedestrian safety and vehicular traffic, and to eliminate the need for a Protest Hearing regarding the application for exception to the ban on sale of single containers of beer, malt liquor or ale and half pints of spirits or less.

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. **Nature of the Business.** The Applicant will manage and operate an establishment which

includes the sales of beer, malt liquor or ale, and including half pints or less of spirits, as well as other types of spirits and food. Applicant is authorized to sell, give, offer, expose for sale or deliver beer, malt liquor or ale with a capacity of 70 ounces or less, and to sell half pints or less of spirits. Any change from this model 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:

Sunday: closed  
Monday through Thursday: 10:00 a.m. to 9:00 p.m.  
Friday and Saturday: 10:00 a.m. to 10:00 p.m.

The Applicant's hours for selling and serving alcohol shall be as follows:

Sunday: closed  
Monday through Thursday: 10:00 a.m. to 9:00 p.m.  
Friday and Saturday: 10:00 a.m. to 10:00 p.m.

The applicant shall prohibit school-aged minors from patronizing the establishment during all school hours, except when accompanied by an adult.

The applicant shall not sell or provide single cups of ice or single cups.

The applicant shall place all purchases of single beers and half pints of spirits or less in clear plastic bags that are printed with a phrase that encourages recycling such as "Please recycle this bag."

[Source:<http://green.dc.gov:80/green/cwp/view,a,1248,q,463137,PM,1.asp>]

The applicant shall request from all patrons wishing to purchase beer, wine, or spirits an identification document issued by an agency of local, state, or federal government. Such document must contain the name, date of birth, signature, and photograph of the bearer. Applicant shall post signs advising patrons that two (2) forms of identification may be required for the purchase of alcoholic beverages. The applicant is not required to request identification document(s) from frequent patrons or those appearing to be seniors.

4. **Floors Utilized and Occupancy.** The Applicant will operate its establishment on the first floor of the building.
5. **Parking/Valet Arrangements.** It is a principal concern of the Protestants that the Applicant's operation of the Establishment does not create or exacerbate residential parking problems. Applicant shall encourage clientele to park in the establishment's private parking lot while conducting business with the establishment.
6. **Noise and Privacy.** Applicant will strictly comply with D.C. Official Code § 25-725 and to that end applicant agrees to not interfere with the peace, order, and quiet of the

community by making efforts, including but not limited to posting signs to prohibit such elements as: loud noise and rowdiness of patrons on or near the establishment; loitering on or near the establishment; revving of engines by clientele on or near the establishment.

7. **Public Space and Trash.** Applicant shall keep the sidewalk (up to and including the curb), tree box(es), curb, and alley clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed. The Applicant shall place a dumpster in the vicinity of the building. Applicant shall ensure that the area around the dumpster is kept clean at all times and free of trash and debris and the dumpster is placed such that it does not encroach on the abutting property owners and so that no garbage is placed on the abutting property. Applicant shall keep the establishment clean and well lit and shall keep the adjacent property free of litter related to the establishment. The area of this property includes the West side of South Capitol Street, SW from N to O Streets, and on the South Side of N Street, SW, to Half Street, S. W. The applicant shall also take such actions as are necessary to prohibit criminal activity on or near the establishment. Applicant shall make reasonable efforts to prohibit public urination and defecation by its clientele within the area around the Establishment described above. Applicant shall post signs both inside and outside of the Establishment indicating to customers that it is illegal to open a container of alcohol inside the Establishment and to carry or drink from open containers of beer or liquor in open public space.
8. **Rats and Vermin Control.** The Applicant shall provide rat and vermin control for its property. Applicant shall provide evidence of its pest control service upon the request of the Protestants. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there are not garbage and odors present the following morning.
9. **Security Cooperation in Stemming Illegal Drugs and Public Drinking.** Applicant shall monitor for and prohibit sales or use of illegal drugs within or about the Premises, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur. Applicant shall not knowingly sell alcoholic beverages to an intoxicated person. Applicant shall discourage loitering in the vicinity of the Premises and shall post signs to that effect. Applicant shall maintain medium to high levels of lighting in the area surrounding the Establishment to make the Establishment visible after dark. Applicant shall maintain inside and outside cameras which record and store activity for a 30-day period. Applicant shall be diligent in maintaining appropriate security by assigning a worker to perform the security responsibilities for the day or on an on-going basis and/or by the Applicant assuming the role of securing the Establishment to discourage current or potential loiterers both inside and outside at all times when the Establishment is open to the public. Applicant shall work with Commander of First District, MPD or a designee to ensure that persons recognized as loiterers are barred from the surrounding premises. Applicant shall become familiar with

and utilize, as necessary, the Metropolitan Police Department's "barring notice" process used for shoplifters, disorderly people and/or intoxicated persons who need to be barred from the premises for the next twelve months. Applicant shall maintain a log to record incidents for which MPD calls for service have been initiated by applicant, shall enter in the log the name of the person in the Establishment who made the calls, and shall annotate the log to indicate action taken. This log shall be provided to the ANC or a representative if requested.

10. ***License Ownership and Compliance with ABRA Regulations.*** Applicant promises to Protestants 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, and agrees that Protestants shall have standing to ask the ABC Board to enforce any violations of the agreement. Applicant also specifically agrees to be the sole owner of the ABC license.
11. ***Participation in the Community.*** Applicant agrees to seek to maintain open communication with the Protestants, and the community for which the ANC acts. To this end, Applicant shall, at least quarterly, be represented at ABC Committee meetings as well as ANC6D public meetings. The ANC6D public meetings currently occur on the second Monday of each month at 7:00 p.m. at St. Augustine's Episcopal Church, 6<sup>th</sup> & M Streets, S. W., Washington, D.C. 20024 (there is no meeting in August, and the October meeting is on the third Monday).

Applicant shall advertise employment opportunities to eligible persons within the immediate community, where such employment opportunities exist.

Applicant shall establish and maintain partnerships with the Parent-Teachers Association (PTA) of Amidon-Bowen and Jefferson Middle Schools by working with the PTA presidents or established representatives. Such partnerships shall include meetings to determine needs and types of support that the Applicant can provide to the Association to assist the parents and children that attend the schools and reside in the community. Applicant shall develop and participate in a neighborhood campaign, in collaboration with resident councils, youth coalitions and other neighborhood groups, to raise awareness to youth in the community of the dangers of alcohol and drug abuse. This awareness campaign shall include posting flyers and distributing other literature twice a year to youth as well as initiating meetings with neighborhood groups and youth.

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.

12. ***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





**Advisory Neighborhood  
Commission 6D**

PO Box 71156 • Southwest Station • Washington, DC 20024  
Office: 202 554-1795 • FAX: 202 543-0183  
office@anc6d.org

November 17, 2009

Mr. Fred Moosally, Director  
ABRA  
941 North Capitol Street, NE  
7th Floor  
Washington, D. C. 20001

Dear Director Moosally:

This letter is provided as a clarification of Voluntary Agreement dated December 9, 2008, between ANC6D and RS Liquors, Inc., trading as Cap Liquors, at 1301 South Capitol Street, SW.

This regards specifically the section in paragraph 9, "Security Cooperation in Stemming Illegal Drugs and Public Drinking." We refer to the sentence that indicates "This will include providing an appropriate number of security officers, at all times when the Establishment is open to the public, who shall be responsible for ensuring that any individuals who are simply loitering are asked to move along."

We wish to clarify that the intent of that section was "to ensure that the applicant is to provide appropriate security at all times when the Establishment is open to the public, and shall be responsible for ensuring that any individuals who are simply loitering are asked to move along."

This clarification is provided because we did not intend to require the licensee of this small business to hire expensive security personnel or a licensed security guard. The objective was to make certain that the establishment is diligent in maintaining appropriate security for his business and the front of it to discourage any current or potential loiterers. The security can be the owner who takes the responsibility to insure that the establishment does not have any loiterers or security concerns or a worker assigned to perform the security responsibilities for the day or on an on-going bases. We believe he is complying with that intent and has made improvements in the security. The VA renewal for Mr. Lamb will be more clearly worded so that in the future it is understood what is meant or expected in terms of security.

Please contact either of us if you have questions: Commissioner Rhonda Hamilton, ANC6D06, phone: 375-0626, misrhonda@yahoo.com; or Coralie Farlee, Ph.D., Chair, ABC Committee, ANC6D, 554-4407, cfarlee@mindspring.com.

Sincerely,

Coralie Farlee, Chair  
ABC Committee, ANC6D

Rhonda Hamilton,  
Commissioner ANC6D06

Cc: Mr. Lam, Cap Liquors  
Mr. Simon Osno  
Chair ANC 6D

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

<b>In the Matter of:</b>	)	
	)	
RS Liquors, Inc.	)	
t/a Cap Liquors	)	License No. 24522
	)	Order No. 2009-040
Holder of a Retailer's	)	
Class A License	)	
at premises	)	
1301 South Capitol Street, S.W.	)	
Washington, D.C. 20024	)	
	)	

Jacky Shing Lam, on behalf of the Respondent

Roger Moffatt, Chair, on behalf of Advisory Neighborhood Commission, ANC 6D

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

**ORDER ON VOLUNTARY AGREEMENT**

The official records of the Alcoholic Control Board (Board) reflect that RS Liquors, Inc., t/a Cap Liquors, holder of a Retailer's Class A license located at 1301 South Capitol Street, S.W., applied for an exception to the statutory single sale moratorium that currently exists in Ward 6. The Licensee and Roger Moffatt, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 6D, (collectively, the Parties) have entered into a Voluntary Agreement (Agreement) dated December 9, 2008 setting forth the terms and conditions that govern the operation of the Licensee's establishment.

The Agreement authorizes the Licensee to sell, give, offer, expose for sale or deliver beer, malt liquor or ale, with a capacity of 70 ounces or less, and to sell spirits, including half pints or less of spirits. The Agreement has been reduced to writing and has been properly executed and filed with the Board. Both the Applicant and Commissioner Moffatt are signatories to the Agreement.

**RS Liquors, Inc.,  
t/a Cap Liquors  
License No. 24522  
Page Two**

Accordingly, the Board does hereby, this 18th day of February, 2009, **APPROVE** the Voluntary Agreement between RS Liquors, Inc., t/a Cap Liquors located at premises 1301 South Capitol Street, S.W., Washington, D.C, and ANC 6D. The Board's approval of this Voluntary Agreement is limited to one year from the date of this Order. Copies of this Order shall be sent to the Applicant and to ANC 6D.

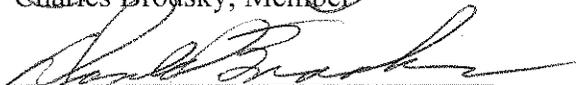
District of Columbia  
Alcoholic Beverage Control Board

  
Peter B. Feather, Chairperson

  
Mital M. Gandhi, Member

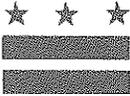
  
Nick Alberti, Member

  
Charles Brofsky, 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.



**VOLUNTARY AGREEMENT**

THIS VOLUNTARY AGREEMENT (“Agreement”) is made on this 9th day of December 2008 by and between RS Liquors, Inc., trading as Cap Liquors (“Applicant”), and Advisory Neighborhood Commission 6D (“Protestant”), (collectively, the “Parties”).

WITNESSETH

WHEREAS, Applicant has applied 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 License Retail Class A, a business establishment (“Establishment”) located at 1301 South Capital Street, SW, Washington, D.C. (“Premises”);

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board (“ABC Board”) approve the Applicant’s request for exemption conditioned upon the Applicant’s compliance with the terms of this written Agreement; and

WHEREAS, the Parties are desirous of ensuring the operation and maintenance of the establishment, pursuant to D.C. Official Code § 25-446 in such a manner as to minimize the effect on (i) the peace, order and quiet of the neighborhood and (ii) pedestrian safety and vehicular traffic, and to eliminate the need for a Protest Hearing regarding the application for exception to the ban on sale of single containers of beer, malt liquor or ale and half pints of spirits or less.

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. ***Nature of the Business.*** The Applicant will manage and operate an establishment which includes the sales of beer, malt liquor or ale, and including half pints or less of spirits, as well as other types of spirits and food. Applicant is authorized to sell, give, offer, expose for sale or deliver beer, malt liquor or ale with a capacity of 70 ounces or less, and to sell spirits, including half pints or less of spirits. Any change from this model 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. The licensee shall not sell beer, malt liquor or ale with a capacity of 70 ounces or less and half pints of spirits or less after one year from the effective date of the DC law unless this Voluntary Agreement providing the authorization to sell is renewed by the ANC. Applicant/licensee must reapply for continued exceptions.

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

Sunday: closed  
Monday through Thursday 10:00 a.m. to 9:00 p.m.  
Friday and Saturday 10:00 a.m. to 10:00 p.m.

The Applicant's hours for selling and serving alcohol shall be as follows:

Sunday: closed  
Monday through Thursday 10:00 a.m. to 9:00 p.m.  
Friday and Saturday 10:00 a.m. to 10:00 p.m.

The applicant will prohibit school-aged minors from patronizing the establishment during all school hours, except when accompanied by an adult.

The applicant will prohibit the sale of single cups of ice.

The applicant will place all purchases of alcoholic beverages in clear plastic bags.

4. ***Floors Utilized and Occupancy.*** The Applicant will operate its establishment on the first floor of the building.
5. ***Parking/Valet Arrangements.*** It is a principal concern of the Protestants that the Applicant's operation of the Establishment does not create or exacerbate residential parking problems.
6. ***Noise and Privacy.*** Applicant will strictly comply with D.C. Official Code § 25-725 and to that end applicant agrees to not interfere with the peace, order, and quiet of the community by making efforts, including but not limited to posting signs to prohibit such elements as: loud noise and rowdiness of patrons on or near the establishment; loitering on or near the establishment; revving of engines by clientele on or near the establishment.
7. ***Public Space and Trash.*** Applicant shall keep the sidewalk (up to and including the curb), tree box(es), curb, and alley clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed. The Applicant agrees to obtain a dumpster to be placed in the vicinity of the building. Applicant shall ensure that the area around the dumpster is kept clean at all times and free of trash and debris and the dumpster is placed such that it does not encroach on the abutting property owners and so that no garbage is placed on the abutting property. Applicant will keep the establishment

clean and well lit and will keep the adjacent property and within 200 feet thereof, free of litter related to the establishment; and will take such actions as are necessary to prohibit criminal activity on or near the establishment. Applicant will make reasonable efforts to prohibit public urination and defecation by its clientele within 200 feet of the establishment. Applicant shall convey to customers that it is illegal to carry or drink from open containers of beer or liquor in open public space.

8. ***Rats and Vermin Control.*** The Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract upon the request of the Protestants. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there are not garbage and odors present the following morning.
9. ***Security Cooperation in Stemming Illegal Drugs and Public Drinking.*** Applicant will monitor for and prohibit sales or use of illegal drugs within or about the Premises, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises. This will include providing an appropriate number of security officers, at all times when the Establishment is open to the public, who shall be responsible for ensuring that any individuals who are simply loitering are asked to move along.
10. ***License Ownership and Compliance with ABRA Regulations.*** Applicant promises to Protestants 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, and agrees that Protestants shall have standing to ask the ABC Board to enforce any violations of the agreement. Applicant also specifically agrees to be the sole owner of the ABC license.
11. ***Participation in the Community.*** Applicant agrees to seek to maintain open communication with the Protestants, and the community for which the ANC acts. To this end, Applicant shall from time to time be represented at ANC6D public meetings, which currently occur on the second Monday of each month at 7:00 p.m. at St. Augustine's Episcopal Church, 6<sup>th</sup> & M Streets, S. W., Washington, D.C. 20024 (there is no meeting in August, and the October meeting is on the third Monday). 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. Applicant will keep a written log of all requests for service from the MPD, and, if requested, will provide this list to the ANC or a representative. Applicant will advertise employment opportunities to eligible persons within the immediate community, where such employment opportunities exist.
12. ***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:

If to Applicant:           Name of Establishment Cap Liquors  
Address 1301 South Capitol Street, S. W.  
Washington, DC, 20024  
Attn: Shing Lam  
(202) 488-7324

If to Protestants:       Advisory Neighborhood Commission 6D  
Address P. O. Box 71156  
Washington, DC 20024  
Attn: Chair  
(202) 554-1795  
Fax (202) 554-1774

Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

When this agreement has been signed by all parties and filed and accepted by the Alcohol and Beverage Regulatory Administration, it will be attached as a condition to the applicant's license for service of alcoholic beverages on the premises.

**PROTESTANT:**

**Chair, ABC Committee, ANC6D**



Coralie Farlee

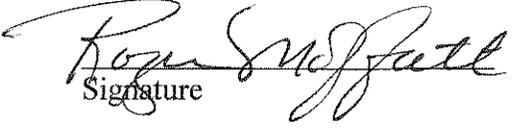
**Commissioner for ANC6D06**



Rhonda Hamilton

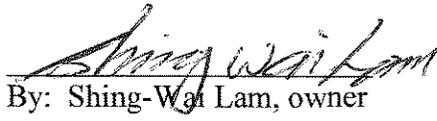
ANC6D

By: Roger Moffatt, Chair

  
Signature

**APPLICANT:**

RS Liquors, Inc., trading as Cap Liquors

  
By: Shing-Wai Lam, owner