

VOLUNTARY AGREEMENT

**B & M Food Store
215 New York Avenue NW**

THIS VOLUNTARY AGREEMENT ("Agreement") is made on this 22nd day of April 2009 by and between B&M Food Store, License #111213 ("Applicant"), Advisory Neighborhood Commission 6C ("ANC 6C") (the "Parties").

WITNESSETH

WHEREAS, Applicant has applied for renewal of its retailer's license Class B for the business establishment ("Establishment") located at 215 New York Avenue, NW, 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 renewal application conditioned upon the Applicant's compliance with the terms of this written Agreement; and

WHEREAS, the Parties desire to enter into a Voluntary Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect on (i) the peace, order and quiet of the neighborhood.

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. **COMPLIANCE WITH LAW.** Applicant shall continue to comply with all laws and regulations governing the operation of the Establishment, including laws and regulations governing the Class B license to which this agreement applies, as applied for and approved by the District of Columbia in the name of the Applicant.
3. **RESTRICTIONS ON SINGLE SALES.** Pursuant to an exemption provided under the "Consolidated Mt. Pleasant, Ward 2, and Ward 6 Single Sales Moratorium Act of 2008," the Applicant may sell single containers of beer, ale, or malt liquor upon approval of the ABC Board. All other provisions of the Act shall apply to the Applicant. This exemption shall expire: 1) within 30 days of legislation being enacted to restrict the sale of single containers of beer, ale, or malt liquor in Ward 5 or 2) on May 1, 2010 upon the filing of such a request with the ABC Board by any party and providing 60 days notice to the Applicant.
4. **HOURS OF OPERATION.** The Applicant's hours of operation ~~and hours of sales~~ shall be as within those permitted by D.C. law and posted by the Establishment.

The posted hours of operation and hours of sales are:

<u>Day</u>	<u>Hours Of Operation</u>	<u>Hours of Sales</u>
Monday	8 am to 8 pm	9 am to 8 pm
Tuesday	8 am to 8 pm	9 am to 8 pm

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Wednesday	8 am to 8 pm	9 am to 8 pm
Thursday	8 am to 8 pm	9 am to 8 pm
Friday	8 am to 8 pm	9 am to 8 pm
Saturday	8 am to 8 pm	9 am to 8 pm
Sunday	8 am to 8 pm	9 am to 8 pm

5. **DISCOURAGING AND REPORTING DRUG ACTIVITY.** Applicant agrees to assist ANC 6C to improve the quality of life in the Mount Vernon Square / Shaw neighborhoods. To that end, Applicant agrees to contact police in the event of suspected drug activity on/near the Premises and to cooperate with law enforcement in prosecuting violations. Applicant agrees not to sell single cigarettes, cigarette-rolling papers, glassine bags, plastic bags smaller than sandwich size or in non-prepackaged form, or other form of drug paraphernalia.

6. **DISCOURAGING LOITERING AND PUBLIC INTOXICATION.** Applicant will post a prominent "No Loitering" sign and will actively discourage loitering in the vicinity of the Establishment. Applicant shall not provide "go-cups" (as defined in DCMR § 709.7) to customers. Applicant may sell disposable cups to customers as long as they are pre-packaged containing no less than 12 cups. Applicant shall only sell ice to customers in pre-packaged forms containing no less than 5 (five) pounds.

7. **MAINTENANCE OF PREMISES.** Applicant shall keep the sidewalk (up to and including the curb) and exterior areas of the Premises 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.

8. **ADVERTISEMENTS.** In accordance with Title 25, Chapter 7, of the D.C. Code, the Applicant shall limit window advertisements to the permitted twenty-five percent (25%) of the window space. Applicant shall display no advertisement of any kind relating to alcoholic beverages on the exterior of any window or the exterior or interior of any door. Applicant agrees that violation of District of Columbia or federal law or an ABC regulation, rule, or statute is a material breach of this agreement.

9. **LICENSE OWNERSHIP AND COMPLIANCE WITH ABRA REGULATIONS.** Applicant agrees to 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 Parties shall have standing to ask the ABC Board to enforce any violations of this agreement. Applicant also agrees to be the sole owner of the ABC license and agrees not to transfer or sell to any other entity before obtaining approval from the ABC Board. Applicant agrees to notify any prospective transferee, assignee, or successor in interest by contract, statute, or testamentary transfer of the existence of this Agreement and to provide them with a copy.

10. **PARTICIPATION IN THE COMMUNITY.** Applicant agrees to maintain open communication with the community, local law enforcement, and the Parties. To this end, Applicant shall occasionally attend ANC 6C public meetings, which currently occur on the second Wednesday of each month at 7:00 p.m. 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.

11. **NOTICE AND OPPORTUNITY TO CURE.** In the event of a violation of the provisions of this agreement, Applicant shall be notified in writing of such violation and shall be entitled to a reasonable opportunity to cure as a condition precedent to seeking enforcement of this agreement. Applicant agrees to respond to written response to any notice under this agreement within ten (10) business days. Notices shall be sent via first class mail postage prepaid, hand delivery, or by recognized overnight delivery service at the following address:

If to Applicant: B&M Market
Attention: Brenda Keys, Owner
215 New York Avenue, NW
Washington, DC 20001

If to ANC 6C: Advisory Neighborhood Commission 6C
Attention: Chairperson
P.O. Box 77876
Washington, DC 20013-7787

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.

12. **COUNTERPARTS.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.
13. **SUPPORT OF EXEMPTION.** The Parties join with Applicant in requesting that the ABC Board accept this Agreement as a condition of approval of the exemption pursuant to Section 2 of the "Consolidated Mt. Pleasant, Ward 2, and Ward 6 Single Sales Moratorium Act of 2008" (to be codified at D.C. Code § 25-346(c)(2)).
14. **PREVIOUS AGREEMENTS.** This Agreement replaces and supercedes all prior Agreements with Applicant.

For B&M Food Market

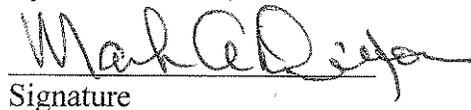

By: Brenda Keys, Owner


Signature

4-22-09
Date

For Advisory Neighborhood Commission 6C (ANC 6C)


By: Mark Dixon, Commissioner ANC 6C02


Signature

4-22-09
Date