

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

In the Matter of:)
)
Marleny's Restaurant, Inc.)
t/a Marleny's Restaurant and Carryout)
) License No. 077454
) Order No. 2010-409
Applicant for Conversion of)
a Retailer's Class DR License to a)
Retailer's Class CR License)
)
at premises)
3201 Mount Pleasant Street, N.W.)
Washington, D.C. 20010)
)

Marleny's Restaurant, Inc., t/a Marleny's Restaurant and Carryout, Applicant

Samuel Broeksmit, Mount Pleasant Neighborhood Alliance (MPNA), Protestants

BEFORE: Charles Brodsky, Chairperson
Mital M. Gandhi, Member
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Calvin Nophlin, Member
Mike Silverstein, Member

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWAL OF PROTEST

The official records of the Alcoholic Control Board (Board) reflect that Marleny's Restaurant, Inc., t/a Marleny's Restaurant and Carryout, Applicant for Conversion of its Retailer's Class DR License to a Retailer's Class CR License, located at 3201 Mount Pleasant Street, N.W., Washington, D.C., and Samuel Broeksmit, on behalf of MPNA, have entered into a Voluntary Agreement, dated May 18, 2010, setting forth the terms and conditions that govern the operation of the Applicant's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Samuel Broeksmit, on behalf of MPNA, are signatories to the Agreement.

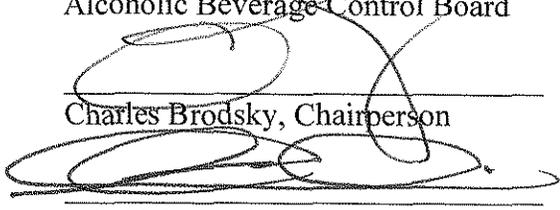
Marleny's Restaurant, Inc.
t/a Marleny's Restaurant and Carryout
License No: 077454
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Accordingly, it is this 28th day of July 2010, **ORDERED** that:

1. The Application filed by Marleny's Restaurant, Inc., t/a Marleny's Restaurant and Carryout (Applicant), for a conversion of its Retailer's Class DR License to a Retailer's Class CR license located at 3201 Mount Pleasant Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protest in this matter is hereby **DISMISSED**;
3. The above-referenced Voluntary Agreement submitted by the Applicant and MPNA to govern the operations of the Applicant's establishment are **APPROVED** and **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Applicant and MPNA.

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t/a Marleny's Restaurant and Carryout
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District of Columbia
Alcoholic Beverage Control Board

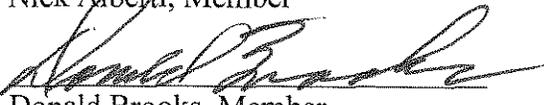


Charles Brodsky, Chairperson

Mital M. Gandhi, Member

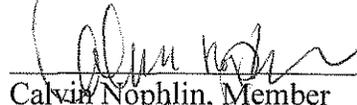


Nick Alberti, Member



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 AGREEMENT BETWEEN
Marleny's Restaurant
and MOUNT PLEASANT NEIGHBORHOOD ALLIANCE**

WHEREAS, Marleny's Restaurant, Inc., t/a Marleny's Restaurant and Carryout ("Licensee") and the Mount Pleasant Neighborhood Alliance ("MPNA") entered into a Voluntary Agreement; and,

WHEREAS, Licensee has applied to convert its present ABC Class DR license to a Class CR License for the premises located at 3201 Mount Pleasant Street, N.W., Washington, D.C. ("establishment"); and

WHEREAS, this Voluntary Agreement supersedes all prior Voluntary Agreements and Amendments between the parties; and

WHEREAS, Hours of Operation, Consumption and Sales shall be:

Hours of Operation	Hours of Sales and Consumption*
Monday 6:00 am-12:30am	10:00 am - 12:30
Tuesday 6:00 am-12:30am	10:00 am - 12:30
Wednesday 6:00 am-12:30am	10:00 am - 12:30
Thursday 6:00 am-12:30am	10:00 am - 12:30
Friday 6:00 am- 2:30am	10:00 am - 2:30 am
Saturday 6:00 am-2:30am	10:00 am - 2:30 am
Sunday 6:00 am-1:30am	10:00 am - 1:30 am

*Provided, that (i) "Last Call" shall occur not later than 30 minutes prior to cessation of sales, consumption and operation; and, (ii) on days designated by the ABC Board as "Extended Hours for ABC Establishments," Licensee may operate, sell and permit consumption of one additional hour (that is, until one hour later in the morning). The nature of operation, as specified in your application is a family restaurant serving Salvadorian, Mexican and American food. No live entertainment or cover charge, background music only. No dance floor shall be provided and no furniture moved so as to make space for dancing.

WHEREAS, MPNA has not filed a protest to the issuance of the license; and

WHEREAS, the parties have discussed the concerns of the neighborhood and have reached an understanding relating to the operation of the establishment and cooperative efforts of the Licensee and MPNA;

NOW, THEREFORE, in consideration of the agreements set forth herein, MPNA agrees to support the conversion of Licensee's ABC license from Class DR to Class CR, and Licensee and MPNA agree to comply with the terms of the Agreement as set forth hereinafter.

A. Licensee agrees:

1. Licensee shall comply with all laws and regulations governing the operation of the establishment, including laws and regulations governing the Class DR license to which this agreement applies, as applied for and approved by the District of Columbia in the name of Licensee.
2. Licensee shall trade under the name "Marleny's" and as approved by the District of Columbia Alcoholic Beverage Control ("ABC") Board. If the Licensee chooses to distribute information to residences or other businesses, it will do so using the postal service or will put information directly in mailboxes or mail slots; specifically, Licensee will not place flyers or similar information sheets on cars, in residents' railings, or in other places where they might fly away and become litter on the streets. Licensee will not deliver bundles of flyers to apartment buildings or dormitories.
3. Licensee acknowledges familiarity with and will comply with all applicable noise-control provisions of District of Columbia law and regulations, including, but not limited to:
 - a) Preventing emissions of sound, capable of being heard outside the premises, in accordance with D.C. Official Code § 25-725 (2001). Further, the Applicant agrees to abide by all relevant provisions of the D.C. Noise Control Act of 1977 (D.C. Law 2-53), including 20DCMR, Chapters 27 and 28, as amended."
4. Licensee, its officers and employees, shall cooperate with the MPNA to address any alleged violation of the laws and regulations referred to in this agreement and in any request that the appropriate enforcement agency investigate an alleged violation.
5. There will be a last call for alcoholic beverages thirty (30) minutes prior to those hours, at which time the limit on service will be one drink per person. Licensee further agrees that it will keep the kitchen open in the establishment to serve food until 30 minutes prior to closing on all days of the week.
6. Licensee, in cooperation with MPNA, shall work with community organizations, which seek to alleviate alcohol abuse problems; by participation in meetings and programs, and by other assistance as the circumstances may warrant.
7. Licensee agrees that Licensee is the true and actual owner of the establishment for which the license is sought; that Licensee intends to carry out the business in the establishment for itself and not as the agent of any other individual, landlord, partnership, association or corporation not identified in the application; and that the establishment shall be managed by Licensee's principals in person or by a manager approved by the ABC Board.
8. Licensee will work with the Mount Pleasant business community in an effort to enlist wider business support for clean-up, responsible alcohol service, support of alcohol abuse prevention organizations, and law enforcement activities, including supporting efforts to supplement current efforts to hire private trash services to keep Mount Pleasant Street clean on a daily basis. This role may include, but is not limited to, active participation by principals of licensee in Police Service Area ("PSA") meetings, and consultation with MPNA and the ANC when such participation and consultation are reasonably requested by such organizations.
9. Licensee shall notify MPNA of any application to transfer the license not less than three (3) weeks prior to filing such application with the ABC Board.

10. Licensee shall keep the public space in front and rear of the establishment free of debris and trash, and at the close of each business day, Licensee shall sweep, remove litter from, the area extending from the establishment's storefront to the curb.

11. Licensee shall maintain trash, garbage and recycle material storage facilities in which all containers have lids which are kept securely closed at all time, which containers shall be sufficient to contain all trash, garbage and recycle materials generated by the establishment.

12. Licensee shall recycle glass and metals and shall place such recycle materials in the appropriate storage containers pursuant to paragraph 13 only between the hours of 9:00 a.m. and 9:00 p.m.

13. Licensee shall assure that trash, garbage, and recycle materials are collected by a trash contractor at least three times per week, and only during the hours between 9:00 a.m. and 9:00 p.m.

14. Licensee shall discourage loitering in front of the establishment and will call the police when it becomes aware that loitering is occurring in front of the establishment.

15. Licensee shall not knowingly sell or deliver alcoholic beverages to any intoxicated person, or to any person of intemperate habits or to any person who appears to be intoxicated. A person of intemperate habits shall be defined as any person arrested by the Metropolitan Police for any alcohol-related crime three times or more in any one year and who has been so identified to the Licensee by the Metropolitan Police by giving a photo and name to the Licensee.

16. Licensee shall not sell or deliver alcoholic beverages to any person or persons under the age of 21, and shall prominently display the fact that such sales are prohibited and that patrons are subject to being asked to produce valid proof of age.

17. Licensee shall not place any alcoholic beverage signage/advertising in the window of the establishment, licensee shall not hang any banner outside the establishment that is not authorized by permit, nor obscure the windows of the establishment in such a manner as to eliminate the ability of those outside to see into the establishment from the street.

18. Licensee shall not sell or deliver alcoholic beverages to anyone accompanying a person who has been denied service if there is an apparent attempt to deliver the alcoholic beverage to the person who has been denied service.

19. Licensee shall not provide "go-cups" to customers. A "go-cup" is defined in Section 709.7 of the ABC regulations as a "drinking utensil provided at no charge or a nominal charge to customers for the purpose of consuming beverages."

20. Licensee shall assure that all alcoholic beverages serving staff receives appropriate training in the sale, service and handling of alcoholic beverages from a provider approved by the ABC Board. Licensee shall also assure that the ABC Board approved manager or approved corporate officer on duty in the establishment has received training from a provider approved by the ABC Board, and is displaying identification as an ABC approved manager. All serving and supervisory staff shall receive refresher courses of such training annually. Any new employee shall receive server training within 60 days of starting employment

21. Licensee shall not serve pitchers or offer any promotion of alcohol for free or two-for-one alcoholic beverages.

22. Licensee shall not sell, deliver or allow consumption of alcohol before or after legal hours of sale, as modified by this Voluntary Agreement.

23. Licensee shall meet with a representative of MPNA to discuss issues and solutions to problems concerning the operation of the establishment in the neighborhood, if so requested.

MPNA Agrees:

1. MPNA shall support award of the Licensee's ABC license in consideration of agreement to these provisions.

2. MPNA shall work with the Metropolitan Police to eliminate illegal alcohol sale and consumption and loitering in Mount Pleasant.

3. MPNA shall meet with the Licensee at Licensee's request to discuss and resolve matters of mutual concern. MPNA shall work in good faith to obtain Voluntary Agreements with all other Class CR establishments in the Mount Pleasant area upon substantially similar terms, and it agrees to actively pursue protest actions against any establishment that refuses to comply with the restrictions set forth herein. Protest actions may or may not include MPNA to act as a party to a protest hearing involving such other establishments.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year stated below.

FOR LICENSEE

By: [Signature]

Print Name: SANTAS Marleny

Title: Maldonado
President

Date: 5-17-10

Marleny's Restaurant

FOR MPNA:

By: [Signature]

Print Name: SAMUEL BROEKSMIT

Title: Board Member

Date: 5/18/10

Mount Pleasant Neighborhood Alliance

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

<hr/>)	
In the Matter of:)	
)	
Marleny's Restaurant, Inc.)	
t/a Marleny's Restaurant & Carryout)	
)	
Application for a)	License No. 77454
New Retailer's Class "DR" License)	Case No. 61256-08/006P
at premises)	Order No. 2008-001
3201 Mt. Pleasant Street, N.W.)	
Washington, D.C. 20010)	
<hr/>)	

Dimitri P. Mallios, Esquire, on behalf of the Applicant, Marleny's Restaurant, Inc.

Gregg Edwards, Chairperson, Advisory Neighborhood Commission 1D, and Steve Mudd, Barbara Hayden, John Wade, Beatrice Stewart, Gwendolyn Johnson, Bayardo Galo, and Anthony Smart (Group of Five or More Individuals), Protestants

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

ORDER ON VOLUNTARY AGREEMENTS AND WITHDRAWN PROTESTS

The Application, filed by Marleny's Restaurant, Inc., t/a Marleny's Restaurant & Carryout, for a new Retailer's Class "DR" license, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call hearing on November 11, 2007, in accordance with D.C. Official Code § 25-601 (2001). Timely letters of opposition were filed by Gregg Edwards, Chairperson, Advisory Neighborhood Commission, (ANC) 1D, and Steve Mudd, Barbara Hayden, John Wade, Beatrice Stewart, Gwendolyn Johnson, Bayardo Galo, and Anthony Smart, (A Group of Five or More Individuals), (collectively, the Protestants).

The official records of the Board reflect that the Applicant and the Protestants have reached a Voluntary Agreement (Agreement) which has been reduced to writing, properly executed, and filed with the Board. Pursuant to the Agreement, dated November 7, 2007, the Protestants have 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.

Marleny's Restaurant, Inc.
t/a Marleny's Restaurant & Carryout
License No. 77454
Case No. 61256-08/006P
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The Board's official records also reflect that the Applicant and Marika Torok, Vice President, on behalf of the Mount Pleasant Neighborhood Association (MPNA) have entered into a separate Agreement dated October 23, 2007 that has also been reduced to writing and properly executed and filed with the Board. The Board is approving these two Agreements and notes that where there are differences between the two Agreements with regard to the terms and conditions, the Agreement with the more restrictive terms will govern.

Accordingly, it is this 7th day of November 2007, **ORDERED** that:

1. The protests of Gregg Edwards, Chairperson, ANC 1D, and Steve Mudd, Barbara Hayden, John Wade, Beatrice Stewart, Gwendolyn Johnson, Bayardo Galo, and Anthony Smart (A Group of Five or More Individuals), are **WITHDRAWN**;

2. The Application of Marleny's Restaurant, Inc., t/a Marleny's Restaurant & Carryout, 3201 Mount Pleasant Street N.W., Washington, D.C., for a new Retailer's Class "DR" license is **GRANTED**;

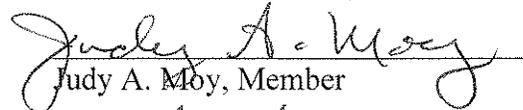
3. The above-referenced Agreements are **INCORPORATED** as part of this Order; and

4. Copies of this Order shall be sent to the Protestants, the MPNA and the Applicant.

Marleny's Restaurant, Inc.
t/a Marleny's Restaurant & Carryout
License No. 77454
Case No. 61256-08/006P
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District of Columbia
Alcoholic Beverage Control Board


Peter B. Feather, Acting 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 Protesters (listed below) & MARLENEYS (Licensee)

MARLENEYS
Responsible Hospitality Association, Inc

between _____ (long form below) and Protesters (listed below)

"Licensee":
MARLENEYS t/a MARLENEYS

Located at 322 Mount Pleasant Street, NW
Washington, DC 20010

Applicant for renewal of ABC Class CR license (Number: 77454).

Protesters:

Advisory Neighborhood Commission 1D

The Mudd Eight (listed at end)

~~Mount Pleasant Main Street, Inc.~~ 

The Protesters agree to withdraw their 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) which will be the full representative of the protesters in all matters dealing with the handling of this CA.

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 via a telephone (may also add an e-mail or other messaging) service that is posted prominently on the premises next to the Licensee's posted hours of operation. The Licensee agrees to make the point of contact information (which must include a telephone number) 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 Protestants 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 prior voluntary or cooperative agreements that previously applied to the license or the Licensee.

This Agreement is dated November 7, 2007.

Signatures:

MARLENOBYR Restaurant, Inc
SAPALAN

Licensee:

Stephen L. Muntz [name]
Protester

Bayardo GALO [name]
Protester

Barbara S. Hayden [name]
Protester

Craig Edwards [name]
Protester for ANC ID

Beatrice Stewart [name]
Protester

2007-11-07

**VOLUNTARY AGREEMENT BETWEEN Marleny's Restaurant
and MOUNT PLEASANT NEIGHBORHOOD ALLIANCE**

WHEREAS, Marleny's Restaurant, Inc., t/a Marleny's Restaurant and Carryout ("Licensee") has applied for an ABC Class DR License Application No. 77454, for the premises located at 3201 Mount Pleasant Street, N.W., Washington, D.C. ("establishment"); and

WHEREAS, the hours of operation will be Sunday through Saturday, ^{6 SMP.} 6:00 am until 12:00 AM (midnight). The hours of sale, service or consumption of alcoholic beverages will be Sunday from 10:00 am until 12:00 am and Monday through Saturday from 10:00 am until 12:00 am. The nature of operation, as specified in the application for an ABC Class DR License is a family restaurant serving Salvadorian, Mexican and American food with background recorded music only. There will be no live entertainment, cover charge, or dancing.

WHEREAS, Mount Pleasant Neighborhood Alliance ("MPNA") has not filed a protest to the issuance of the license; and

WHEREAS, the parties have discussed the concerns of the neighborhood and have reached an understanding relating to the operation of the establishment and cooperative efforts of the Licensee and MPNA;

NOW, THEREFORE, in consideration of the agreements set forth herein, MPNA agrees to support the award of Licensee's application, and Licensee and MPNA agree to comply with the terms of the Agreement as set forth hereinafter.

A. Licensee agrees:

1. Licensee shall comply with all laws and regulations governing the operation of the establishment, including laws and regulations governing the Class DR license to which this agreement applies, as applied for and approved by the District of Columbia in the name of Licensee.
2. Licensee shall trade under the name "Marleny's" and as approved by the District of Columbia Alcoholic Beverage Control ("ABC") Board. If the Licensee chooses to distribute information to residences or other businesses, it will do so using the postal service or will put information directly in mailboxes or mail slots; specifically, Licensee will not place flyers or similar information sheets on cars, in residents' railings, or in other places where they might fly away and become litter on the streets. Licensee will not deliver bundles of flyers to apartment buildings or dormitories.
3. Licensee acknowledges familiarity with and will comply with all applicable noise-control provisions of District of Columbia law and regulations, including, but not limited to:

preventing emissions of sound, capable of being heard outside the premises, in accordance with D.C. Official Code § 25-725 (2001). Further, the Applicant agrees to abide by all relevant provisions of the D.C. Noise Control Act of 1977 (D.C. Law 2-53), including 20DCMR, Chapters 27 and 28, as amended."

4. Licensee, its officers and employees, shall cooperate with the MPNA to address any alleged violation of the laws and regulations referred to in this agreement and in any request that the appropriate enforcement agency investigate an alleged violation.

5. Licensee will not serve alcoholic beverages after 11:30 PM. There will be a last call for alcoholic beverages thirty (30) minutes prior to closing hours, at which time the limit on service will be one drink per person. Licensee further agrees that it will keep the kitchen open in the establishment to serve food until 30 minutes prior to closing on all days of the week.

6. Licensee, in cooperation with MPNA, shall support community organizations, which seek to alleviate alcohol abuse problems, by participation in meetings and programs, and by other assistance as the circumstances may warrant.

7. Licensee agrees that Licensee is the true and actual owner of the establishment for which the license is sought; that Licensee intends to carry out the business in the establishment for itself and not as the agent of any other individual, landlord, partnership, association or corporation not identified in the application; and that the establishment shall be managed by Licensee's principals in person or by a manager approved by the ABC Board.

8. Licensee will work with the Mount Pleasant business community in an effort to enlist wider business support for clean-up, responsible alcohol service, support of alcohol abuse prevention organizations, and law enforcement activities, including supporting efforts to supplement current efforts to hire private trash services to keep Mount Pleasant Street clean on a daily basis. This role may include, but is not limited to, active participation by principals of licensee in Police Service Area ("PSA") meetings, and consultation with MPNA when such participation or consultation is reasonably requested by such organizations.

9. Licensee shall notify MPNA of any application to transfer the license not less than three (3) weeks prior to filing such application with the ABC Board.

10. Licensee shall keep the public space in front and rear of the establishment free of debris and trash, and at the close of each business day, Licensee shall sweep, remove litter from, and wash the area extending from the establishment's storefront to the curb. Notwithstanding the above, washing will not be required if weather conditions in winter would result in unsafe icy conditions on the sidewalk.

11. Licensee shall maintain trash, garbage and recycle material storage facilities in which all containers have lids which are kept securely closed at all time, which containers shall be sufficient to contain all trash, garbage and recycle materials generated by the establishment.

12. Licensee shall recycle glass and metals and shall place such recycle materials in the appropriate storage containers pursuant to paragraph 13 only between the hours of 9:00 a.m. and 9:00 p.m.

13. Licensee shall assure that trash, garbage, and recycle materials are collected by a trash contractor at least three times per week, and only during the hours between 9:00 a.m. and 9:00 p.m.

14. Licensee shall discourage loitering in front of the establishment and will call the police when it becomes aware that loitering is occurring in front of the establishment. Licensee agrees to place a "no loitering" sign on the premises.
15. Licensee shall work cooperatively with MPNA to improve the overall environment on Mount Pleasant Street to make it a more pleasant and safe area for residents, customers and businesses.
16. Licensee shall not knowingly sell or deliver alcoholic beverages to any intoxicated person, or to any person of intemperate habits or to any person who appears to be intoxicated. A person of intemperate habits shall be defined as any person arrested by the Metropolitan Police for any alcohol-related crime three times or more in any one year and who has been so identified to the Licensee by the Metropolitan Police by giving a photo and name to the Licensee.
17. Licensee shall not sell or deliver alcoholic beverages to any person or persons under the age of 21, and shall prominently display the fact that such sales are prohibited and that patrons are subject to being asked to produce valid proof of age.
- ✓ 18. Licensee shall not place any alcoholic beverage signage/advertising in any window of the establishment, hang any banner outside the establishment that is not authorized by permit, nor obscure the windows of the establishment in such a manner as to eliminate the ability of those outside to see into the establishment from the street.
19. Licensee shall not sell or deliver alcoholic beverages to anyone accompanying a person who has been denied service if there is an apparent attempt to deliver the alcoholic beverage to the person who has been denied service.
20. Licensee shall not provide "go-cups" to customers. A "go-cup" is defined in Section 709.7 of the ABC regulations as a "drinking utensil provided at no charge or a nominal charge to customers for the purpose of consuming beverages."
21. Licensee shall assure that all alcoholic beverages serving staff receives appropriate training in the sale, service and handling of alcoholic beverages from a provider approved by the ABC Board. Licensee shall also assure that the ABC Board approved manager or approved corporate officer on duty in the establishment has received training from a provider approved by the ABC Board, and is displaying identification as an ABC approved manager. All serving and supervisory staff shall receive refresher courses of such training annually. Any new employee shall receive server training within 60 days of starting employment.
22. Licensee shall not serve pitchers or offer any promotion of alcohol for free or two-for-one alcoholic beverages.
23. Licensee shall not sell, deliver or allow consumption of alcohol before or after legal hours of sale, as modified by this Voluntary Agreement.
24. Licensee shall meet with a representative of MPNA to discuss issues and solutions to problems concerning the operation of the establishment in the neighborhood, if so requested.

MPNA Agrees:

1. MPNA shall support award of the Licensee's ABC license in consideration of agreement to these provisions.
2. MPNA shall work with the Metropolitan Police to eliminate illegal alcohol sale and consumption and loitering in Mount Pleasant.
3. MPNA shall meet with the Licensee at Licensee's request to discuss and resolve matters of mutual concern.
4. MPNA shall work in good faith to obtain Voluntary Agreements with all other Class DR establishments in the Mount Pleasant area upon substantially similar terms, and it agrees to actively pursue protest actions against any establishment that refuses to comply with the restrictions set forth herein. Protest actions may or may not include MPNA to act as a party to a protest hearing involving such other establishments.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year stated below.

FOR LICENSEE

By: SAPalme

Print Name: Santos M. Pacheco

Title: President

Date: Oct 22, 2007

Marleny's Restaurant INC

FOR MPNA:

By: Marika Torok

Print Name: Marika Torok

Title: VP

Date: 23-Oct-2007

Mount Pleasant Neighborhood Alliance