

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

<b>In the Matter of:</b>	)	
	)	
Al-Hamd Incorporated	)	
t/a Aatish On The Hill	)	
	)	
Holder of a	)	License No. ABRA-025153
Retailer's Class CR License	)	Order No. 2016-277
	)	
at premises	)	
609 Pennsylvania Avenue, S.E.	)	
Washington, D.C. 20003	)	
	)	

Al-Hamd Incorporated, t/a Aatish On The Hill (Licensee)

Kirsten Oldenburg, Chairperson, Advisory Neighborhood Commission (ANC) 6B

**BEFORE:** Donovan Anderson, Chairperson  
Nick Alberti, Member  
Mike Silverstein, Member  
Ruthanne Miller, Member  
James Short, Member

**ORDER ON SETTLEMENT AGREEMENT**

The official records of the Alcoholic Beverage Control Board (Board) reflect that Al-Hamd Incorporated, t/a Aatish On The Hill (Licensee), and ANC 6B have entered into a Settlement Agreement (Agreement), dated April 12, 2016, that governs the operation of the Licensee's establishment.

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

Accordingly, it is this 4th day of May, 2016, **ORDERED** that:

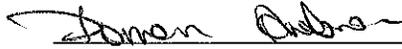
1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order; except for the following modification:

Subsection 4(i) (Refuse Storage and Disposal) – This Subsection shall be modified to read as follows: “Applicant is encouraged to join in any coordinated effort with the adjacent tenants to address any rodent issues regardless of the sources of such issues.”

The parties have agreed to this modification.

2. This Settlement Agreement replaces and supersedes previous Settlement Agreements between the parties; and
3. Copies of this Order shall be sent to the Licensee and ANC 6B.

District of Columbia  
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson

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Nick Alberti, Member



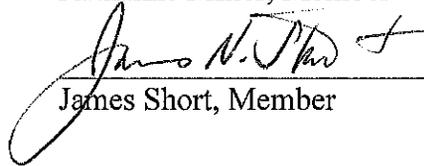
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Mike Silverstein, Member



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Ruthanne Miller, Member



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James Short, Member

Pursuant to D.C. Official Code § 25-433(d)(1), 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, 2000 14<sup>th</sup> Street, N.W., Suite 400S, Washington, DC 20009.

Also, pursuant to section 11 of the District of Columbia Administrative Procedure Act, Pub. L. 90-614, 82 Stat. 1209, D.C. Official Code §2-510 (2001), and Rule 15 of the District of Columbia Court of Appeals, any party adversely affected has the right to appeal this Order by filing a petition for review, within thirty (30) days of the date of service of this Order, with the District of Columbia Court of Appeals, 430 E Street, N.W., Washington, D.C. 20001; (202/879-1010). However, the timely filing of a Motion for Reconsideration pursuant to 23 DCMR §1719.1 (2008) stays the time for filing a petition for review in the District of Columbia Court of Appeals until the Board rules on the motion. See D.C. App. Rule 15(b) (2004).

SETTLEMENT AGREEMENT BY AND BETWEEN  
ADVISORY NEIGHBORHOOD COMMISSION 6B

and

Al-Hamd Incorporated  
d/b/a Aatish On The Hill

Pursuant to this Settlement Agreement, ("Agreement"), by and between Al-Hamd Incorporated (d/b/a Aatish On The Hill) ("Applicant") and Advisory Neighborhood Commission 6B ("ANC6B"), effective as of the date of its adoption by ANC6B, the parties hereto hereby agree to be legally bound by the terms and conditions of this Settlement Agreement (SA) as it relates to conduct of business located at 609 Pennsylvania Ave. SE, Washington, DC 20003 ("Premises").

WHEREAS, Applicant has applied before the District of Columbia Alcoholic Beverage Regulatory Administration ("ABRA") to effect, and is seeking its approval of, a renewal of its Retailers' Class "CR" License (ABRA-025153) ("License"); and,

WHEREAS, Applicant and ANC6B are desirous of voluntarily entering into and mutually memorialize in this SA the terms and conditions upon which ANC6B has agreed to support Applicant's License, pursuant to the provisions of D.C. Code § 25-446, for the operation and maintenance of Applicant's business at the Premises in such a manner as to further promote the peace, order and quiet of the neighborhood as well as maintain security and sanitation of the trash area behind the Premises; and,

WHEREAS, this is intended to replace in its entirety any and all previously-existing Settlement Agreements between the Parties, and all such previous agreements are hereby declared superseded, null and void and of no further effect.

NOW, THEREFORE, Applicant and ANC 6B agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Nature of the Business. Applicant will manage and operate a full-service seated restaurant ("Establishment") at the Premises. Applicant currently seeks a total seating for up to 42 patrons, inclusive of 42 indoor seating and 0 sidewalk café seating. In no event shall Applicant operate or seek to operate the Establishment in excess of the maximum number of patrons that may lawfully occupy the Premises pursuant to its Certificate of Occupancy.
3. Hours of Operation and Sales. Applicant's hours of operation and alcoholic beverage sales may be changed from time to time in Applicant's discretion, as may be otherwise permitted by its License, but in no event shall exceed or extend beyond the following:

Applicant's hours of Operation and sale of alcohol shall be as follows:

Sunday through Saturday: 11:00 a.m. – 11:00 p.m.

Provided, however, that (1) on days designated by the DC ABC Board as "extended Hours for ABC Establishments," Applicant may serve alcoholic beverages for one additional hour; (2) in the event the Council of the District of Columbia or the ABC Board grant licensees in general extended operating hours for particular event(s), Applicant may avail itself of such extended hours; and, (3) on January 1 of each year Applicant may serve alcoholic beverages and provide entertainment until 3 a.m. Applicant must submit, as required by regulation, any forms or document to the authorizing agency for such extended hours. These extended hours are for inside the establishment.

4. Refuse Storage and Disposal.

Applicant shall comply with DCMR 21-704.3-704.5 by utilizing and regularly maintaining one or more food waste (garbage) grinder(s) adequate in capacity to dispose of all readily grindable food wastes produced. For the storage of any residual or non-grindable food wastes and all grease will be stored in an interior trash storage room within the Premises.

Recyclable waste (glass, plastic, cardboard and metals that have been rendered free to organic materials) shall be disposed of in sealed bags that are placed in appropriate waste receptacles capable of being sealed with closing lids and otherwise designed for that purpose. All receptacles used for garbage, recyclables, and grease shall be maintained in good repair, safe and sanitary condition. Dumpsters shall be kept closed and secured at all times except when actively used to deposit or collect recyclable materials.

Applicant agrees to adhere to the following conditions with respect to trash management, disposal, and the sanitary maintenance of the trash storage area.

- a. Applicant will ensure garbage is collected on a schedule that prevents the receptacles from exceeding their capacity;
- b. Applicant will ensure timely waste disposal that is the least disruptive to the neighbors. Garbage, recyclable, and grease collections shall not occur before 7:00 a.m. or after 10:00 p.m. No glass shall be placed in any exterior receptacle nor otherwise disposed after 10:00 p.m. or before 7:00 a.m. Any glass material needing to be recycled or otherwise disposed between 10:00 p.m. and 7:00 a.m. shall be stored inside Applicant's establishment until at least 7:00 a.m. the following day.
- c. Applicant shall not store or place any kegs, foodstuffs, or other consumable goods of any type in the rear of the Premises. No waste of any type shall be placed on or against the abutting property;
- d. All receptacles (for garbage, grease and recyclables) shall be secured with lids (as per their design). Applicant shall not place waste in any waste receptacle in any manner that would prevent the full closure of the receptacle.
- e. Garbage, grease and/or recycling spills shall be cleaned up as soon as practicable after they occur, but in no event more than two (2) hours after such spill. Any leak or spillage of grease shall be promptly cleaned utilizing standard industry practices such as solvents and power washing for such uncontained grease;
- f. All receptacles used for garbage, recyclables, and grease shall be maintained in good repair, safe and sanitary condition and any damaged or leaking containers shall be promptly repaired or replaced;

- g. Applicant will daily check the area behind the Premises and pick up or hose down any debris or liquid waste left behind after garbage, grease or recycling receptacles have been emptied;
- h. Applicant shall cooperate and permit inspection of the Premises, as may be reasonable pursuant to ABRA regulations or as may be reasonably requested by any authorized District of Columbia governmental entity;
- i. Applicant agrees to join in any coordinated effort with the adjacent tenants to address any rodent issues regardless of the source of such issues; and

5. Noise Mitigation. No objectionable noises, sounds, odors, or other conditions will be created by Applicant. Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall make architectural improvements to the property and take all necessary actions to ensure that music, noise and vibration from the Establishment are not audible outside the establishment at any time. Applicant agrees to keep its doors and windows closed when music is being played at the establishment. However, it is understood by the parties that Applicant may open its window panels, and that music may be played at such times at a level not audible beyond the street curbside. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry or exit doors.

Applicant will take all reasonable steps necessary to mitigate noise emanating from mechanical equipment associated with Applicant's operations (e.g. HVAC, grease fan) -- including installing sound absorbing and dampening material around the equipment, if necessary -- to comply with applicable DCMR provisions, prevent an increase in existing sound level from such equipment, and minimize or abate noises objectionable to residential neighbors.

Applicant specifically agrees that it shall adhere to and be accountable under the provisions of D.C. Code §25-725 as it pertains to residential dwellings in the contiguous physical block on which the Premises are located (except for those residential dwellings located within the CHC/C2A overlay), notwithstanding the fact that such neighboring residential units may not fall within the zoning classification otherwise entitled to enforcement of that provision under D.C. Code §25-725(b)(3). Noise mitigating actions may include installation of sound absorbing and sound dampening materials on the roof between the HVAC and kitchen equipment and the residential properties along the rear of the Premises. Sound absorbing and dampening material will be sufficient to reduce noise to levels that meet DCMR noise regulations at the rear property line.

6. Sanitation and Pest Control. Applicant shall maintain in force a contract for regular and recurring application of a plan for pest control that includes baiting or similar rodent abatement procedures abutting the rear entrance to the Premises. Applicant shall not store or place any kegs, bottles, foodstuffs, palettes of materials, or other consumable goods of any type outside the Premises. Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract and of regular inspection and treatment pursuant to such contract, upon request from the Board. Applicant shall maintain property and take landscaping steps, such as removing thick ground cover, trimming bushes, closing rat holes, and using pond stones where needed, to reduce habitat for rats and vermin. Applicant shall have the Establishment and the area around the premises and its dumpsters properly cleaned at the end of each night to ensure that there are not garbage and odors present the following morning.

7. Parking. Applicant shall ensure the establishment's staff and delivery drivers park lawfully. Applicant will discourage illegal parking (e.g. double parking and use of visitor residential parking permits). Applicant shall provide parking for delivery drivers in a private commercial parking lot, currently located at the rear of the property.

8. Security Cooperation in Stemming Loitering and Illegal Drugs. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises. Applicant agrees to monitor for and prohibit sales or use of illegal drugs within or about the Premises and maintain contact and cooperate with MPD and other enforcement officials when known or suspected drug activities occur.

9. Compliance with ABRA Regulations. Applicant will ensure that it abides by ABRA, Department of Consumer and Regulatory Affairs (DCRA), Department of Health (DOH), Department of Public Works (DPW) and other applicable DC Agency regulations regarding (a) conduct of its business and (b) the ownership of the license and all other provisions applicable to liquor licenses. Violations of DC Agency regulations shall constitute a violation of this Agreement.

IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.

Applicant:

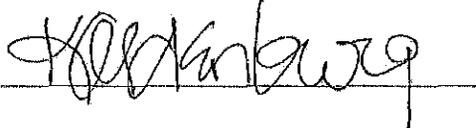
Al-Hamd Incorporated (d/b/a Aatish On The Hill)  
ABRA# 025153  
609 Pennsylvania Ave. SE  
Washington, DC 20003  
Iftikhar Khan (202) 250-4323

Signature: 

Date: 4-10-16

ANC:

Advisory Neighborhood Commission 6B  
921 Pennsylvania Avenue, SE  
Washington, DC 20003  
Kirsten Oldenburg, Chairperson  
~~Phone: (202) 543-3344~~

Signature: 

Date: 4-12-16

# ANC 6B

*Capitol Hill / Southeast*

April 25, 2016

921 Pennsylvania Avenue SE  
Washington, DC 20003-2141  
6B@anc.dc.gov  
202-546-8542

Donovan Anderson, Chair  
Alcoholic Beverage Control Board  
2000 14<sup>th</sup> Street NW, Suite 400S  
Washington, DC 20009

VIA E-MAIL: [abra.legal@dc.gov](mailto:abra.legal@dc.gov)

RE: ABRA-025153—Aatish on the Hill, 609 Pennsylvania Avenue SE,  
renewal of Class C Restaurant license

## OFFICERS

Chair  
*Kirsten Oldenburg*

Vice-Chair  
*Nick Burger*

Secretary  
*Daniel Chao*

Treasurer  
*Diane Hoskins*

Parliamentarian  
*Denise Krepp*

Dear Mr. Anderson:

At its regularly scheduled, properly noticed meeting on April 12, 2016, with a quorum present, Advisory Neighborhood Commission (ANC) 6B voted 9-0-0 to support the above-referenced ABC license renewal.

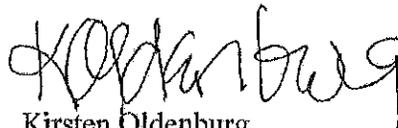
For your review and approval, please find attached a Settlement Amendment, which was executed by both parties.

Please contact Commissioner Chander Jayaraman, ANC 6B's Alcohol Beverage Control Committee Chair, at 202-546-2609 or [chander6b08@anc6b.org](mailto:chander6b08@anc6b.org) if you have questions or need further information. Thank you.

## COMMISSIONERS

SMD 1 *Jennifer Samolyk*  
SMD 2 *Diane Hoskins*  
SMD 3 *James Loots*  
SMD 4 *Kirsten Oldenburg*  
SMD 5 *Steve Hagedorn*  
SMD 6 *Nick Burger*  
SMD 7 *Daniel Chao*  
SMD 8 *Chander Jayaraman*  
SMD 9 *Daniel Ridge*  
SMD 10 *Denise Krepp*

Sincerely,



Kirsten Oldenburg  
Chair

Attachment

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

<b>In the Matter of:</b>	)	
	)	
Al-Hamd Incorporated	)	
t/a Aatish On The Hill	)	
	)	
Holder of a	)	
Retailer's Class CR License	)	License No. ABRA-025153
	)	Order No. 2013-542
at premises	)	
609 Pennsylvania Avenue, S.E.	)	
Washington, D.C. 20003	)	

Al-Hamd Incorporated, t/a Aatish On The Hill (Licensee)

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

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

**ORDER ON SETTLEMENT AGREEMENT AND AMENDMENT TO  
SETTLEMENT AGREEMENT**

The official records of the Alcoholic Beverage Control Board (Board) reflect that Al-Hamd Incorporated, t/a Aatish On The Hill (Licensee), and ANC 6B have entered into a Settlement Agreement (Agreement), dated April 3, 2013, that governs the operation of the Licensee's establishment. The Agreement was approved by the Board with modifications. The Parties then submitted an Amendment to Settlement Agreement (Amendment), dated July 23, 2013, approving and incorporating the Board's requested modifications.

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

Accordingly, it is this 13<sup>th</sup> day of November, 2013, **ORDERED** that:

1. The above-referenced Settlement Agreement and Amendment to Settlement Agreement submitted by the Parties to govern the operations of the Licensee's establishment are **APPROVED** and **INCORPORATED** as part of this Order;
2. These Settlement Agreement and Amendment to Settlement Agreement replace and supersede all previous Settlement Agreements between the Parties; and
3. Copies of this Order shall be sent to the Licensee and ANC 6B.

**Al-Hamd Incorporated**  
**t/a Aatish On The Hill**  
**License No. ABRA-025153**  
**Page 3**

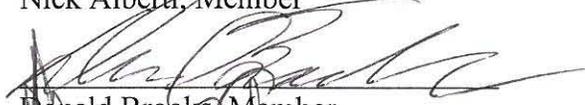
District of Columbia  
Alcoholic Beverage Control Board



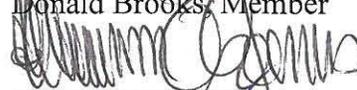
Ruthanne Miller, Chairperson



Nick Alberti, Member



Donald Brooks, Member



Herman Jones, Member



Mike Silverstein, 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 14<sup>th</sup> Street, N.W., Suite 400S, Washington, D.C. 20009.

AMENDMENT TO SETTLEMENT AGREEMENT

This Amendment to Settlement Agreement ("Agreement") is made this 23<sup>rd</sup> day of July 2013 by and between Aatish On the Hill ("Applicant") and Advisory Neighborhood Commission 6B ("ANC 6B").

WITNESSETH

WHEREAS, Applicant is the current owner and operator of an ABC-licensed establishment located at **609 Pennsylvania Ave SE**, Washington, DC 20003, and

WHEREAS, ANC 6B and the Applicant entered into an Agreement dated **April 3<sup>rd</sup>, 2013**, and

WHEREAS, It has come to the attention of ANC 6B that the ABC Board has approved the aforementioned Settlement Agreement with modification, and

WHEREAS, to bring the Settlement Agreement in line with the Board's modifications, the parties must 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. **Clarification of Date.** The date of the Agreement is amended to read **May 14<sup>th</sup>, 2013** to reflect the date the new Agreement was signed.
3. **Nature of the Business.** Strike the first sentence of section **2, Nature of the Business**, and insert in lieu thereof the following: "The Applicant shall manage and operate at the address a place that is regularly used for the sale and service of prepared food and alcoholic beverages. "
4. **Noise, Odor and Privacy.** Amend the **4<sup>th</sup>** sentence of Section 6, **Noise, Odor and Privacy**, by deleting the word "seasonally."
5. **Rat and Vermin Control.** Strike the text of Section 8, **Rat and Vermin Control**, and insert in lieu thereof the following: "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 Board. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there are no garbage and odors present."
6. **Previous Agreements.** The Agreement is hereby amended to reflect the fact that it supersedes all previous Voluntary Agreements or Settlement Agreements between the parties.
7. **Agreement Otherwise in Full Force and Effect.** Except as otherwise explicitly provided herein, the most recent Agreement shall remain in full force and effect and the Agreement and this Amendment shall constitute the agreement between the parties. The Agreement and 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:

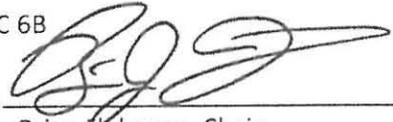
AATISH ONITHE



By: ATEEKHAR KHAN

Date: 7.12.13

ANC 6B



By: Brian Mahaven, Chair

Date: 7/23/13

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this <sup>3rd</sup> ~~12th~~ day of ~~October~~ <sup>April 2013</sup>, 2010 by and between AL-HAMD, INC ("Applicant"), and Advisory Neighborhood Commission 6B. (Collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant's application for a license for premises, 609 PENN AVE. S.E., 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 Retailers' Class "C" Restaurant Liquor License at the subject premises; and,

WHEREAS, the Parties are desirous of entering 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 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 CR license at the listed address. The license shall have limited indoor seating of 42 patrons and outside (sidewalk) seating of 0 patrons.
3. **Hours of Operation and Sales.** The Applicant's hours of operation shall be as follows:
  - Inside Services  
Sunday through Saturday 11 AM - 11 PM.
  - Sidewalk Services  
Sunday through Saturday N/A
4. **Floors Utilized and Occupancy.** The Applicant will operate its establishment according to the occupancy indicated on the Certificate of Occupancy issued by the Department of Consumer and Regulatory Affairs.

5. ***Sidewalk Café.*** Applicant will operate its sidewalk café in accordance with the Public Space Management Branch Certification. Applicant will direct that its employees inspect the sidewalk café on a regular basis to ensure its cleanliness.
6. ***Noise, Odor, and Privacy.*** No objectionable noises, sounds, odors, or other conditions will be created by the Applicant. Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall make architectural improvements to the property and take all necessary actions to ensure that music, noise and vibration from the Establishment are not audible outside the establishment at any time. Applicant agrees to keep its doors and windows closed when music is being played at the establishment. However, it is understood by the parties that Applicant may open its window panels seasonally, and that music may be played at such times at a level not audible beyond the street curbside. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry or exit doors. The applicant will take all reasonable steps necessary to mitigate noise emanating from mechanical equipment associated with the applicant's operations (e.g., air conditioning unit, grease fan) -- including installing sound-mitigating insulating material around the equipment, if necessary -- to comply with D.C. regulations, prevent an increase in existing sound level conditions of the site, and abate noises objectionable to the residential neighbors..
7. ***Public Space and Trash.***
  - a. Applicant shall keep their entire property and 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.
  - b. Applicant shall ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and that no garbage is placed on the abutting property. Applicant shall ensure that no trash is placed outside the establishment other than in a fully-closed dumpster. Applicant shall ensure that the lids on all dumpsters are fully closed at all times. Applicant shall not place trash in its dumpster in any manner that would prevent the full closure of the dumpster. Applicant shall ensure that all dumpsters used are properly maintained and replaced when damaged.
  - c. Applicant shall ensure that all grease is placed in a secure well-maintained container inside the property where possible. Any grease leak shall be cleaned up promptly and all containers shall be properly maintained and replaced when damaged or leaking.
  - d. Applicant will ensure timely trash disposal that is the least disruptive to the neighbors. To that end, no glass shall be recycled or otherwise disposed after 10 p.m. or before 7 a.m. Any glass material needing to be recycled or otherwise disposed between 10 p.m. and 7 a.m. shall be stored inside the Applicant's establishment until 7 a.m.

- e. Commercial trash pick up in residential areas takes place between 7 a.m.-7 p.m. Applicant shall not allow for its trash to be picked up outside of those hours.
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. Applicant shall maintain property and take landscaping steps, such as removing thick ground cover, trimming bushes, closing rat holes, and using pond stones where needed, to reduce habitat for rats and vermin. Applicant shall have the Establishment and the area around the Premises and its dumpsters 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 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, whether inside or in the immediate outside area; monitoring for and prohibiting 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. **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.

IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.

Applicant:

AATISH ON THE HILL

ABRA-025153

609 PENN. AVE, SE  
Washington, DC 20003

IFTIKHAR KHAN, Managing Member

202-250-4323 (Phone Number)

AS (Signature)

Date: 4-03-2013

# ANC 6B

*Capitol Hill / Southeast*

921 Pennsylvania Avenue SE  
Suite 305  
Washington, DC 20003-2141  
202-543-3344 (office)  
202-543-3507 (fax)  
office@anc6b.org

Executive Director  
*Susan Eads Role*

April 26, 2013

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

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

## **OFFICERS**

Chair  
*Brian Flahaven*

Vice-Chair  
*Ivan Frishberg*

Secretary  
*Philip Peisch*

Treasurer  
*Brian Pate*

Parliamentarian  
*Nichole Opkins*

RE: ABRA-025153, Aatish On The Hill, 609 Pennsylvania Avenue SE,  
License Renewal

Dear Ms. Miller:

At its regularly called, properly noticed meeting on April 9, 2013, with a quorum present, Advisory Neighborhood Commission (ANC) 6B voted 9-0 in support of the above-referenced request.

For your review and approval, please find enclosed a Settlement 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

## **COMMISSIONERS**

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

Enclosure