

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

In the Matter of:)
)
Bhuller's Corporation)
t/a JJ Mutt Wine & Spirits)
)
Applicant for a Renewal of a)
Retailer's Class A)
)
at premises)
643 Pennsylvania Avenue, S.E.)
Washington, D.C. 20003)
_____)

Case No. 15-PRO-00057
License No. ABRA-025523
Order No. 2015-319

Bhuller's Corporation, t/a JJ Mutt Wine & Spirits (Applicant)

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

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Mike Silverstein, Member
Hector Rodriguez, Member
James Short, Member

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF ANC 6B'S PROTEST**

The Application filed by Bhuller's Corporation, t/a JJ Mutt Wine & Spirits (Applicant), for renewal of its Retailer's Class A License, was protested; however, a Roll Call Hearing scheduled for June 15, 2015, was not held because the Parties submitted a Settlement Agreement prior to the hearing.

The official records of the Board reflect that the Applicant and ANC 6B, have entered into a Settlement Agreement (Agreement), dated May 12, 2015, that governs 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 Chairperson Kirsten Oldenburg, on behalf of ANC 6B, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 6B.

Accordingly, it is this 15th day of July, 2015, **ORDERED** that:

1. The Application filed by Bhuller's Corporation, t/a JJ Mutt Wine & Spirits, for renewal of its Retailer's Class A License, located at 643 Pennsylvania Avenue, S.E., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 6B in this matter is hereby **WITHDRAWN**;
3. The above-referenced Settlement Agreement submitted by the Parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

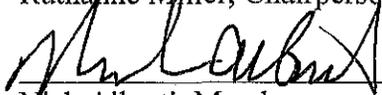
Section 4 (Signage, Noise, and Privacy) – The following term shall be removed:
“prohibit.”

The parties have agreed to this modification.

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

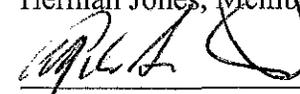
District of Columbia
Alcoholic Beverage Control Board

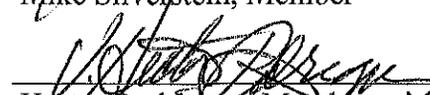

Ruthanne Miller, Chairperson

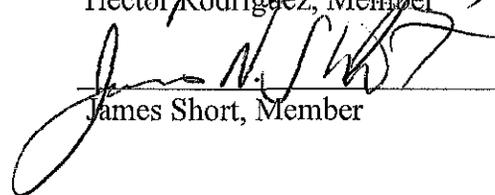

Nick Alberti, Member


Donald Brooks, Member


Herman Jones, Member


Mike Silverstein, Member


Hector Rodriguez, Member


James Short, Member

Pursuant to D.C. Official Code § 25-433, 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 14th 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

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 12th day of May, 2015 by and between Bhuller's Corporation t/a JJ Mutt Wine & Spirits ("Applicant"), and Advisory Neighborhood Commission 6B, (Collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant's application for the renewal of a license for premises, 643 Pennsylvania Ave. SE, Washington, DC, 20003, is now pending before the District of Columbia Alcoholic Beverage Control Board (ABC); and,

WHEREAS, the premises is within the boundaries of the ANC, and,

WHEREAS, the Parties desire to enter into an agreement governing certain understandings regarding the renewal of a Retailers' Class "A" License (ABRA—025523) at the subject premises; and,

WHEREAS, the Parties are desirous of entering into a Settlement 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 shall manage and operate at the address a place that is regularly used for the sale of alcoholic beverages. The applicant will operate a Retailer's Class "A" license under the following provisions:
 - a. The Applicant will comply with all laws and regulations governing the operations of the establishment;
 - b. The Applicant has applied for and received a special exception to expose for sale, sell or deliver an individual container, if the container is 70 ounces or less, a two-pack or three pack of beer, malt liquor or ale, as well as spirits (liquor) in half-pints or smaller volumes;
 - i. The Applicant understands this approval is provided under a special exception to the law.
 - c. The Applicant will discourage the illegal public consumption of alcohol inside, on

the sidewalk adjacent or around the immediate area and will participate in an ABC Board-approved course in alcoholic beverage sales management;

- d. The Applicant will install, operate, and maintain operational security cameras to record and monitor activity in front of the establishment no later than July 31, 2015.
- e. The Applicant will not sell or provide cups, single servings of ice and utilize clear (without any color) plastic bags for customers to carry alcohol from the subject premises; and
- f. The Applicant agrees to post this Settlement Agreement alongside the Applicant's ABC License.

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

The hours during which the sale of alcohol are permitted are
Sunday through Saturday 10:00 a.m. to 10:00 p.m.

4. ***Signage, Noise, and Privacy.*** Applicant will strictly comply with D. C. Official Code and will prohibit and prevent loitering, rowdiness, panhandling and criminal activity within 100 feet of the establishment, to the best of its ability by:

- a. Maintaining a "No Loitering / Panhandling" sign on the outside of the establishment;
- b. Using on-site security personnel to request loiterers to move on whenever they are observed outside of the establishment;
- c. Calling MPD if illegal activity is observed or to remove loiterers if they refuse Applicant's request to move on;
- d. Keeping a written record of dates and times when MPD is called for assistance. Applicant's log shall be provided to the Board upon request;
- e. Posting a notice kept in good repair and visible from point of entry, a sign which states:
 - i. the minimum age requirement for purchase of alcohol; and,
 - ii. the obligation of the patron to produce a valid identification document in order to purchase alcohol;
- f. Applicant will ensure timely disposal of trash that is the least disruptive to the neighbors by ensuring that:
 - i. Commercial trash pick up will only take place between 7:00 a.m and 7:00 p. m. Applicant shall not allow for its trash to be picked up outside of those hours.
 - ii. No glass 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.

5. ***Public Space Cleanliness and Maintenance.*** Applicant will maintain the building and all public space adjacent to the establishment in a clean and litter-free condition by:
 - a. Exercising due diligence to prevent and or rid vermin infestation in and around the establishment, including following the recommendations and guidelines of the Vector Control Division of the Department of Public Works.
 - b. Keeping its 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.
 - c. 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 or public space. Applicant shall ensure that no trash is placed outside the establishment other than in a fully-closed dumpster or compactor. Applicant shall ensure that the doors and/or lids on all dumpsters or compactors are fully closed at all times. Applicant shall not place trash in its dumpster or compactor in any manner that would prevent the full closure of the dumpster or compactor. Applicant shall ensure that all dumpsters and compactors used are properly maintained and replaced when damaged.
 - d. 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.
 - e. Removing snow and ice from the parking lot within the time limits set by the District of Columbia.
6. ***Security Cooperation in Stemming Criminal Activity and Public Drinking.*** Applicant agrees that it shall take all reasonable steps to minimize such problems, including, without limitation, providing 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 criminal activity 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.
7. ***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.
8. ***Cancellation of Previous Agreements.*** Except as otherwise explicitly provided

herein, this Agreement shall have full force effect and shall constitute the agreement between the parties. This agreement may only be modified by written agreement of all the parties or their successors, or otherwise in accordance with law. All other previous Voluntary or Settlement agreements are rendered null and void.

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

Applicant:

Bhuller's Corporation t/a JJ Mutt Wine & Spirits
ABRA# 025523
643 Pennsylvania Ave. SE
Washington, DC 20003
Phone: (202) 546-2800
Amarjit Bhuller, Owner

Signature: Amarjit S. Bhuller
Date: 6/5/2015

Advisory Neighborhood Commission 6B
921 Pennsylvania Avenue, SE
Washington, DC 20003
Kirsten Oldenburg, Chairperson
Phone: (202) 546-8542

Signature: Kirsten Oldenburg
Date: 6.9.15