

C & B of Washington, Inc.
t/a Cork-n-Bottle Liquors
Case no. 210-03/056P
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Accordingly, it is this 22nd day of October 2003, **ORDERED** that:

1. The protest of Jeff Tignor, Chairperson, on behalf of the Advisory Neighborhood Commission 4B, is **WITHDRAWN**;
2. The application of C & B of Washington, Inc. t/a Cork-n-Bottle Liquors for a retailer's class A license (renewal) at 7421 Georgia Avenue, N.W., Washington, D.C. is **GRANTED**;
3. The above-referenced agreement is **INCORPORATED** as part of this Order;
and
4. Copies of this Order shall be sent to the Protestants and the Applicant.

District of Columbia
Alcoholic Beverage Control Board

Charles Burger
Charles Burger, Interim Chairperson

Vera M. Abbott
Vera Abbott, Member

Laurie Collins
Laurie Collins, Member

Judy Moy
Judy Moy, Member

Audrey E. Thompson
Audrey E. Thompson, Member

ADRA rec'd 9/17/03
/sb

VOLUNTARY SETTLEMENT AGREEMENT

This Agreement made and entered into this 16th day of September, 2003 by and between Cork 'n' Bottle Liquors, hereinafter "Applicant", and Advisory Neighborhood Commission 4B, hereinafter "ANC 4B",

WHEREAS, the Applicant's application for renewal of its ABC License has been protested by ANC 4B; and,

WHEREAS, the parties now enter into this Voluntary Settlement Agreement pursuant to Section 1513.2 of 23 of the District of Columbia Municipal Regulations (DCMR) for the purpose of resolving the complaints contained in the letter of protest dated May 27, 2003, signed by Jeff Tignor, Chairman, ANC 4B, a copy of which is attached hereto,

NOW, THEREFORE, intending to be legally bound, the parties agree as follows:

1. Applicant agrees not to sell single containers or multiple singles of beer; domestic ales; malt liquors; and wine coolers of less than seventy (70) ounces, unless they are packaged as four (4) or six (6) units. The parties agree that the Applicant will continue to and may sell craft, imported and esoteric beers as warm singles. Applicant shall have until December 31, 2003 to sell out remaining stock and, upon signing this agreement. Applicant will cease ordering stock not in compliance with the above language.
2. Applicant is aware of and intends to comply with the provisions of the ABC Regulations, 23 DCMR and Chapter 3, Section 25-301 *et sequitur* of the District of Columbia Code, 2001 Edition, as amended, and as may be further amended from time to time.
3. Applicant shall take all reasonable measures to discourage loitering on its immediate environs. Included in the measures shall be clearly visible "No Loitering" signs [lettering no less than ten (10) inches] posted on the interior and rear of its establishment (ANC 4B will provide said sign). Applicant will keep a log of calls made to the Metropolitan Police Department; said log shall be made available to ANC 4B, to the effected Commissioners of ANC 4A and to members of the neighboring community.
4. Applicant shall take all reasonable measures to ensure that the immediate environs, as defined in 23 DCMR 720.2, of Applicant's establishment are kept free of litter and debris. Applicant shall clean its immediate environs by 10:30 a.m. daily, periodically as needed during the hours of operation, and within one (1) hour before closing. Furthermore, the Applicant shall take all reasonable measures to ensure that the trash can located on Georgia Avenue in front of the establishment is emptied daily.

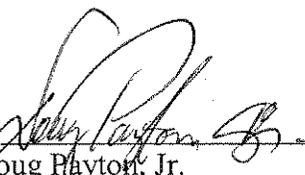
5. Applicant shall not place signs/posters on more than twenty-five (25) percent of its front windows and shall not stack merchandise in front of the windows that would obstruct visibility into the establishment. Windows shall be cleaned on a regular basis. Furthermore, Applicant shall maintain the property in a reasonable condition that does not detract from the adjacent residential community and promptly remove or paint over graffiti on its immediate premises.
6. Applicant shall ensure that the following repairs and renovations are made to the establishment within three (3) months after the transfer of the ABC license:
 - a) Ensure that the fence behind the establishment is a minimum of eight (8) feet high
 - b) Ensure that all exterior signs on the brick exterior of the establishment are adequately maintained
 - c) Remove the deteriorating plywood sign on the south side of the establishment
 - d) Paint the north wall and all wood surfaces of the exterior as necessary.
7. Applicant shall reasonably cooperate with ANC 4B, the affected Commissioners of ANC 4A and with members of the neighboring community in their efforts to alleviate alcohol abuse problems and loitering by, among other things, participating in community meetings and programs as the circumstances may warrant, in the interest of making said establishment a more attractive, pleasant, and safe area for residents, customers and businesses.
8. As a courtesy, applicant agrees to provide notice by certified mail-return receipt requested, or hand-deliver any proposed transfer of its Class A License or change in its operation/management to ANC 4B before any transfer or change is implemented.
9. Should there be any written communication from the ANC related to the terms of this Agreement, the Applicant agrees to respond in writing within five (5) business days by certified mail, return receipt requested, or hand-delivered. The initial response may seek additional time to provide a full and complete response.
10. The parties further agree that the provisions of Section 1513.5 of 23 DCMR shall govern this agreement.
11. Representatives executing this Agreement on behalf of the respective parties do hereby affirm that they have the authority to do so.

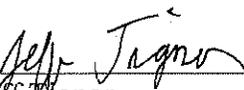
WHEREFORE, the parties have affixed their hands and seals on the date and year first above written.

CORK 'N' BOTTLE LIQUORS

BY: 
Suk K. King

ADVISORY NEIGHBORHOOD COMMISSION 4B

BY: 
Doug Payton, Jr.
Commissioner ANC 4B01

BY: 
Jeff Tignor
Commissioner ANC 4B08; Chair ANC 4B