

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

In the Matter of:

Malfam, LLC
t/a Hill Spirits Unlimited

Applicant for a New
Retailer's Class A License

at premises
1015 Half Street, SE
Washington, D.C. 20003

License No.: ABRA-110767
Order No.: 2018-540

Malfam, LLC, t/a Hill Spirits Unlimited, Applicant

Meredith Fascett and Dr. Coralie Farlee, on behalf of Advisory Neighborhood Commission (ANC) 6D

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member
Donald Isaac, Sr., Member
Bobby Cato, Member
Rema Wahabzadah, Member

ORDER ON COOPERATIVE AGREEMENT

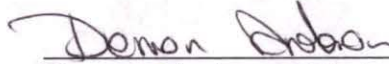
The official records of the Alcoholic Beverage Control Board (Board) reflect that Malfam, LLC, t/a Hill Spirits Unlimited, Applicant for a new Retailer's Class A License, located at 1015 Half Street, SE, Washington, D.C., and ANC 6D have entered into a Cooperative Agreement (Agreement), dated September 10, 2018, 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 Meredith Fascett and Dr. Coralie Farlee, on behalf of ANC 6D, are signatories to the Agreement.

Accordingly, it is this 19th day of September, 2018, **ORDERED** that:

1. The above-referenced Cooperative Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
2. Copies of this Order shall be sent to the Applicant and ANC 6D.


District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson




Nick Alberti, Member



Mike Silverstein, Member

James Short, Member



Donald Isaac, Sr., Member



Bobby Cato, Member

Rema Wahabzadah, 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 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).

Malfam, LLC t/a Hill Spirits Unlimited, 1015 Half Street, SE,
Washington, DC 20024, Class A, ABRA#110767 and
ANC6D, September 10, 2018

★ ★ ★ **Advisory Neighborhood
Commission 6D**

1101 4th Street S.W., Suite W130,,
Washington, DC 20024
ANC Office: 202 554-1795 office@anc6d.org

COOPERATIVE AGREEMENT

This COOPERATIVE AGREEMENT ("Agreement") is made on this 10th day of September, 2018 by and between Malfam, LLC, t/a Hill Spirits Unlimited ("Applicant"), at 1015 Half Street, SE, Washington, DC 20003 ABRA License # 110767 and Advisory Neighborhood Commission 6D ("the ANC"), (collectively, the "Parties").

PREAMBLE

Through this agreement both parties aim to create an environment in which the Applicant may operate as a viable contributing establishment in the ANC6D community.

WITNESSETH

WHEREAS, Applicant has applied for a License Class A for a liquor store business establishment ("Establishment") located at 1015 Half Street, SE, Washington, D.C. 20003 ("Premises"); and

WHEREAS, the Applicant is encouraged to work regularly with ANC6D and its representatives, other neighborhood organizations, and residents to ensure that the business operations facilitate the enjoyment of the surrounding neighborhood; and

WHEREAS, the Parties are desirous of entering into a Cooperative 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 of the establishment within the ANC on (1) peace, order, and quiet, including the noise and litter provisions set forth in §§ 25-725 and 25-726; and (2) residential parking needs and vehicular and pedestrian safety, and to eliminate the need for a Protest Hearing regarding the license application; and

WHEREAS, all parties believe that the statements and provisions contained in this agreement are reasonable and shall become wholly integrated into the day-to-day operation of the Establishment. The Parties agree that any substantial change in operations is considered of great concern to the community which they may bring to the attention of the ABC Board; and

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board ("ABC Board") approve this Agreement conditioned upon the Applicant's compliance with the terms of this written Agreement; and

WHEREAS, the Applicant's license application is conditional upon the Applicant's compliance with the terms of this written Agreement;

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. **Nature of the Business.** The Applicant will manage and operate a Class A liquor store business establishment ("Establishment") located at 1015 Half Street, SE, Washington, D.C. ("Premises") which includes the sales of spirits, beer, ale, and wine. Applicant shall not have an exception to the Ward 6 "single sales ban", Title 25-346, "Ward 6 restrictions for off-premises retailer's license."
The Applicant shall not sell or provide single cups of ice.
3. **Hours of Operation and Sales.**
The Applicant's hours of **operation and selling alcohol** shall not exceed:
 Sunday: 11:00 a.m. - 7:00 p.m.,
 Monday through Thursday: 11:00 a.m. - 9:00 p.m.,
 Friday and Saturday: 10:00 a.m. - 9:30 p.m.

The Applicant's **normal hours for tastings** shall not exceed:
 Thursday, Friday, Saturday: 4:00 p.m. to 8:00 p.m.
On an Eve of a Holiday and the Holiday, tasting days and hours may vary. Hours on those Holiday-related days shall not exceed Sunday-Saturday 12:00 pm-8:00 pm. Holiday-related tasting hours apply to up to 10 major holidays, typically the day prior to the holiday, such as July 3rd, Thanksgiving Eve and New Year's Eve and/or the day of the holiday such as Thanksgiving.
 During and after tastings, Applicant shall convey to customers that no open containers of alcohol, including cups, bottles/cans, etc. shall be permitted to exit the Establishment.
4. **Floors Utilized and Occupancy.** The Applicant will operate its Establishment on the first floor of the building.
5. **Parking Arrangements.** It is a concern of the ANC that the Applicant's operation of the Establishment does not create or exacerbate parking problems within the ANC. Applicant shall notify patrons (through a website or other means) that there is limited parking in the vicinity and shall provide information about public transportation.
6. **Noise and Privacy.** Applicant shall strictly comply with D.C. Official Code § 25-725 and to that end applicant shall make reasonable efforts to discourage loud noise and rowdiness of patrons on or near the Premises, including informing its patrons to be respectful of the residential neighborhood.
7. **Public Space and Trash.** Applicant shall keep 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. Law and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed. The Applicant shall participate in the building's trash removal and storage program and shall

use the dumpster in the vicinity of the building provided by the trash company. Applicant shall ensure that the area around the dumpster is kept clean at all times and free of trash and debris and the dumpster is placed such that it does not encroach on the abutting property owners and so that no garbage is placed on the abutting property. Applicant will keep the establishment clean and well lit and free of litter related to the establishment; and will take such actions as are necessary to prohibit criminal activity on or near the establishment. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there are not garbage and odors present the following morning.

8. ***Rats and Vermin Control.*** Applicant shall make all reasonable efforts to control rats and vermin, including arranging for a pest control service, having the area around the Premises 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 shall take all necessary steps to minimize problems of illegal drugs and public drinking, including, at all times 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 the Metropolitan Police Department (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 immediate vicinity of the Premises.

Applicant shall maintain an incident log to record incidents for which MPD calls for service have been initiated by applicant, shall enter in the log the name of the person in the Establishment who made the calls, and shall annotate the log to indicate action taken. This log shall be made available to representatives of the MPD and ABRA, upon request.

Applicant shall have recording cameras which cover the inside area where alcoholic beverages are sold as well as the immediate outside areas of the Premises. In accordance with D.C. Official Code § 25-402(d)(3)(G), the establishment shall: (a) Ensure the cameras are operational; (b) Maintain footage for a minimum of 30 days; and (c) Make the security footage available within 48 hours upon the request of ABRA or the MPD.
10. ***License Ownership and Compliance with ABRA Regulations.*** Applicant promises to the ANC 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 applicants, and agrees that the ANC shall have standing to ask the ABC Board to enforce any violations of the agreement.

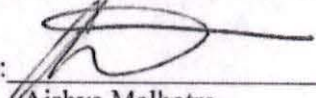
Malfam, LLC t/a Hill Spirits Unlimited, 1015 Half Street, SE,
Washington, DC 20024, Class A, ABRA#110767 and
ANC6D, September 10, 2018

- 11. **Participation in the Community.** Applicant is encouraged to maintain open communication with the ANC and the community for which the ANC acts.
- 12. **Notice and Opportunity to Cure.** In the event that any of the parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If Applicant or the applicant fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30-days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for filing a complaint with the ABC Board pursuant to D.C. Official Code § 25-447.

If to Applicant: Malfam, LLC, t/a Hill Spirits Unlimited
 1015 Half Street, SE
 Washington, DC 20003
 Attn: Aishya Malhotra, Managing Member
 Phone: 202-834-0758
 e-mail: aishyamalhotra@gmail.com

If to Protestant: Advisory Neighborhood Commission 6D
 1101 4th Street, SW, Suite W130
 Washington, DC 20024
 Attn: Chair, ANC
 Phone: (202) 202 554-1795
 e-mail: office@ANC6D.org

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.

The ANC:	APPLICANT:
Chair, ANC6D	Malfam, LLC, t/a Hill Spirits Unlimited
_____ Meredith Fascett, SMD07	By:  Aishya Malhotra, Managing Member
_____ Date	9/8/18 Date
Chair, ABC Committee, ANC6D	
_____ Coralie Farlee	
_____ Date	

Malfam, LLC t/a Hill Spirits Unlimited, 1015 Half Street, SE,
Washington, DC 20024, Class A, ABRA#110767 and
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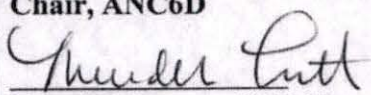
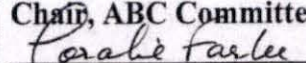
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 1015 Half Street, SE
 Washington, DC 20003
 Attn: Aishya Malhotra, Managing Member
 Phone: 202-834-0758
 e-mail: aishyamalhotra@gmail.com

If to Protestant: Advisory Neighborhood Commission 6D
 1101 4th Street, SW, Suite W130
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 Attn: Chair, ANC
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The ANC:

APPLICANT:

<p>Chair, ANC6D  Meredith Fascett, SMD07 Date <u>9/10/18</u></p>	<p>Malfam, LLC, t/a Hill Spirits Unlimited</p> <p>By: _____ Aishya Malhotra, Managing Member Date _____</p>
<p>Chair, ABC Committee, ANC6D  Coralie Farlee Date <u>10 Sep 18</u></p>	