

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

In the Matter of:

Shell Returns, LLC
t/a The Greene Turtle

Applicant for a New
Retailer's Class CR License

at premises
1237 1st Street, SE
Washington, D.C. 20003

License No.: ABRA-120846
Order No.: 2022-234

Shell Returns, LLC, t/a The Greene Turtle, Applicant

Edward Daniels, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 6D

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Bobby Cato, Member
Rafi Crockett, Member
Jeni Hansen, Member
Edward S. Grandis, Member

ORDER ON COOPERATIVE AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Shell Returns, LLC, t/a The Greene Turtle (Applicant), Applicant for a new Retailer's Class CR License, and ANC 6D have entered into a Cooperative Agreement (Agreement), dated May 9, 2022, that governs the operations 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 Edward Daniels, on behalf of ANC 6D, are signatories to the Agreement.

Accordingly, it is this 18th day of May 2022, **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

eSigned via SeamlessDocs.com
Donovan Anderson
Key: ac42862e99487044b7200041e9c88

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 547ae378201e6cc091b522342949cc

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 256d3fca9dfb146d74b75bd7017d20d

Bobby Cato, Member

eSigned via SeamlessDocs.com
Rafi Aliya Crockett, Member
Key: b560e91645e1f8e4016135e5c1281cc

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 821720118506447491e50b0c2a4182e

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5027bda7f0f09409e14ad9b52541ca5

Edward S. Grandis, 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 II 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).

ANC6D Cooperative Agreement
Shell Returns, LLC t/a The Greene Turtle, ABRA-120846, 1237 First St., SE,
May 9, 2022

★ ★ ★ 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 9th day of May 2022, by and between Shell Returns, LLC t/a The Greene Turtle ("Applicant"), at 1237 First Street, SE, Washington, DC 20003 (ABRA-120846), and Advisory Neighborhood Commission 6D ("the ANC") (collectively, the "Parties").

PREAMBLE

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

WITNESSETH

WHEREAS, Applicant has applied for a Class C Restaurant ABC License for a restaurant establishment ("Establishment") serving spirits, wine, and beer, with indoor space and Sidewalk Cafe seating, and Entertainment Endorsement at 1237 First Street, SE ("Premises"). The application includes a request for an Alcoholic Beverage Carry-Out & Delivery Endorsement.

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

WHEREAS, in lieu of a protest filing by the ANC, 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 peace, order, and quiet, including the noise and litter provisions set forth in §§ 25-725 and 25-726 and to eliminate the need for a Protest Hearing regarding the license application;

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;

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board ("ABC Board") approve Applicant's license application

conditioned upon Applicant's compliance with the terms of this written Agreement; and

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.** Applicant will manage and operate a restaurant serving spirits, wine, and beer. The Establishment shall have one Sidewalk Cafe Endorsement. The Establishment shall not participate in pub crawls.
3. **Floors Utilized and Occupancy.** Applicant will operate its establishment on the ground floor of the building. The Establishment will have no more than 130 seats inside and total interior occupancy load of no more than 145. The Sidewalk Cafe shall have a maximum of 14 seats.
4. **Hours of Operation, Entertainment, and Sales, Service & Consumption of Alcoholic Beverages.**

Applicant's interior Hours of Operation and Hours of Sales, Service & Consumption of Alcoholic Beverages shall not exceed:

*Sunday, 8:00am – 2:00am;
Monday through Thursday, 8:00am – 2:00am; and
Friday & Saturday, 8:00am – 3:00am.*

Applicant's interior Entertainment Hours shall not exceed:

*Sunday, 10:00am – 11:00pm;
Monday through Thursday, 11:00am – 11:00pm; and
Friday & Saturday, 11:00am – 1:00am.*

Applicant's Sidewalk Cafe Hours of Operation and Hours of Sales, Service & Consumption of Alcoholic Beverages shall not exceed:

*Sunday, 8:00am – 12:00am;
Monday through Thursday, 8:00am – 12:00am; and
Friday & Saturday, 8:00am – 1:00am.*

Provided that: (a) on days designated by the ABC Board as "Holiday Extension of Hours," applicant may avail itself of the extended hours so provided; (b) in the event the Council of the District of Columbia or the ABC Board grants Licensees in general extended operating hours and hours of sales, service, and consumption of alcoholic beverages (such as for Inauguration), Applicant may avail itself of such extended hours; and (c) on January 1 of each year Applicant may operate and sell, serve, and permit the

consumption of alcoholic beverages until 4:00am. The ANC will not object to Applicant applying for a One Day Substantial Change, in accordance with District law, to extend the hours of Entertainment on the interior premises until 15 minutes prior to closing on evenings that fall within the aforementioned exceptions to the standard hours.

5. **Prohibited Practices.** Applicant shall not knowingly allow the use of its Premises as part of an organized pub crawl or as an organized event intended to promote the organized, commercial travel of large groups of individuals between licensed premises for the primary purpose of consuming alcoholic beverages at more than one premise.
6. **Exterior Area.** The Sidewalk Cafe shall be bordered with appropriate barriers to delineate it from the surrounding adjacent areas. Options for such borders may include planters, fencing, shrubbery, or similar techniques.
7. **Parking.** Because there is limited parking in the vicinity, it is a concern of the ANC that Applicant's operation of the Establishment does not create or exacerbate parking problems within the ANC. Applicant shall make reasonable efforts to inform patrons of transportation options (e.g., on Applicant's website) other than transportation that requires parking. Applicant shall not knowingly accept deliveries from vendors parked illegally.
8. **Noise and Privacy.** Applicant shall keep all exterior doors and windows closed while Entertainment is being provided except for normal ingress and egress. Applicant shall comply with D.C. Code § 25-725 and to that end shall use various means, including making architectural improvements to the property and taking reasonable, necessary actions, to ensure that music, noise, and vibration from the Establishment are not audible in any residential premises other than the Establishment. Applicant shall inform its patrons through signage or other means to be respectful of the residential neighborhoods upon existing the Establishments.
9. **Outdoor advertising, billboards, and signs.** No sign shall be erected in such a manner as to create a traffic hazard such as when its location interferes with traffic sight distances, traffic flow, or the visual access to the name or address of a nearby business or residence or a street or traffic sign; its color, configuration, text or location are such that they could be mistaken for or otherwise imitate a traffic sign or signal; or it is located in the public right-of-way and impeding pedestrians. The light from any illuminated sign shall be diminished, shaded, shielded, or directed in a way that the light intensity or brightness shall not be objectionable to surrounding residents. No sign shall have blinking, flashing, or fluttering lights or other illuminating device which has a changing light intensity, brightness, or color. Beacon lights, search lights, and signs which intentionally rotate, spin, or otherwise move shall not be permitted.

10. **Public Space and Trash.** No containers, cups, bottles/cans, etc. shall be permitted outside of the Summer Garden or Sidewalk Café or to leave the Premises regardless of content, excepting food and beverages packaged "to go." Applicant shall take reasonable measures to ensure that the immediate environs of the premises are kept free of litter and debris, including the sidewalks or other public property immediately adjacent to the premises or adjacent to the property used by Applicant to conduct its business.
11. **Rats and Vermin Control.** Applicant shall provide rat and vermin control for its property. 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 or odors from the establishment's operations present the following morning.
12. **Security Cooperation in Stemming Illegal Drugs and Public Drinking.** Applicant shall take reasonable, necessary steps to minimize problems of illegal drugs and public drinking, including, without limitation, at all times, a trained employee on site, 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 Metropolitan Police Department ("MPD") and other enforcement officials when known or suspected drug activities occur. Applicant shall take reasonable actions to discourage loitering in the vicinity of the Premises. Applicant shall cooperate with MPD in the investigation of criminal offenses within and immediately around the business and shall have sufficient security cameras in place which cover the areas of the interior Premises where alcoholic beverages are served and consumed. If responsible for the video surveillance equipment, Applicant shall maintain security cameras and: (a) Ensure the cameras are operational; (b) Maintain footage of a crime of violence or a crime involving a gun for a minimum of 30 days; and (c) Make the security footage available within 48 hours upon the request of Alcoholic Beverage Regulations Administration ("ABRA") or the MPD.
13. **License Ownership and Compliance with ABRA Regulations.** Applicant promises to the ANC that it shall abide by all ABRA regulations regarding the ownership of the license and all other provisions applicable to liquor license Applicants and agrees that the ANC shall have standing to ask the ABC Board to enforce any violations of the agreement.
14. **Participation in the Community.** Applicant is encouraged to maintain open communication with the ANC and the community for which it acts.
15. **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 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 within 30 days diligently pursue such cure) failure shall constitute a cause for filing a complaint with the ABC Board pursuant to D.C. Official Code § 25-446.

If to Applicant: Shell Returns, LLC t/a The Greene Turtle
1237 First St., SE
Washington, DC 20003
Attention: Michael Wells
phone: (410) 913-0504
e-mail: MWELLS@THEGREENETURTLE.COM

If to the ANC: Advisory Neighborhood Commission 6D
1101 4th Street, SW, Suite W130
Washington, DC 20024
Attn: Chair, ANC6D
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.

- 14. No Protest.** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, and in reliance thereupon, the ANC shall refrain from filing a protest against Applicant's ABC license application.

[signatures on the following page]

ANC6D Cooperative Agreement
Shell Returns, LLC t/a The Greene Turtle, ABRA-120846, 1237 First St., SE, Washington, DC 20003
May 2022

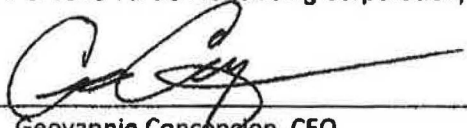
The ANC:

By: 
Edward Daniels, ANC 6D07, ANC 6D Chairperson

Date 5/10/22

APPLICANT:

Shell Returns, LLC t/a The Greene Turtle
By: The Greene Turtle Franchising Corporation, Manager

By: 
Geovannie Concepcion, CEO

Date 5/3/22

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

In the Matter of:)

Presidential on First, LLC)
t/a DECLARATION-NATS PARK)

Applicant for a New)
Retailer's Class CR License)

at premises)
1237 First Street, SE)
Washington, D.C. 20003)

License No.: ABRA-107949
Order No.: 2017-564

Presidential on First, LLC, t/a DECLARATION-NATS PARK (Applicant)

Andy Litsky 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
Jake Perry, Member
Donald Isaac, Sr., Member

ORDER ON COOPERATIVE AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Presidential on First, LLC, t/a DECLARATION-NATS PARK (Applicant), and ANC 6D entered into a Cooperative Agreement (Agreement), dated October 16, 2017, in accordance with D.C. Official Code § 25-446 (2001).

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson Andy Litsky and Dr. Coralie Farlee, on behalf of ANC 6D, are signatories to the Agreement.

Accordingly, it is this 15th day of November, 2017, **ORDERED** that:

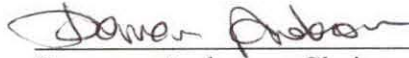
1. The above-referenced Cooperative Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

Section 3 (Hours of Operation and Sales) – The language “Applicant may provide Entertainment on the interior premises until 3:00 a.m. on January 1 of each year” shall be replaced with the language “The Applicant may apply for a one-day substantial change in accordance with 23 DCMR § 100, without objection from ANC 6D, to provide Entertainment on the interior premises until 3:00 a.m. on January 1 of each year.”

The parties have agreed to this modification.

2. Copies of this Order shall be sent to the Applicant and ANC 6D.

District of Columbia
Alcoholic Beverage Control Board



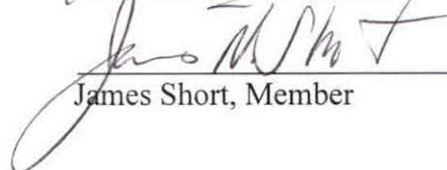
Donovan Anderson, Chairperson



Nick Alberti, Member



Mike Silverstein, Member



James Short, Member

Jake Perry, Member

Donald Isaac, Sr., 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).

Presidential on First LLC t/a DECLARATION – NATS PARK,
ABRA#107949, 1237 First Street, SE, Washington, DC 20003 and
ANC6D, October, 2017

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

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

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (“Agreement”) is made on this 16th day of October 2017 by and between Presidential on First LLC t/a DECLARATION – NATS PARK (“Applicant”), at 1237 First Street SE, Washington, DC 20003 ABRA License # 107949 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 CR for a business establishment (“Establishment”) serving spirits, wine, and beer, and offering a full service restaurant, including indoor space, and a sidewalk cafe, with an entertainment endorsement but no dancing or cover charge endorsement located at 1237 First 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, in lieu of a protest filing by the ANC, 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 the Applicant’s license application conditioned upon the Applicant’s compliance with the terms of this written Agreement; and

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 an Establishment serving spirits, wine, and beer, offering a full service restaurant. The Establishment will be on the first floor and have 110 seats and one sidewalk café with 14 seats. There may be live entertainment in the interior space. There shall be no live entertainment or pre-recorded music in or piped to the sidewalk cafe. There shall be no dancing, or cover charge endorsement. Establishment shall not participate in pub crawls The Establishment shall have no flashing or billboard-type lights.

3. **Hours of Operation and Sales.**

The hours of operation and selling, serving, and consuming alcohol in the indoor space shall not exceed:

- Sunday : 10:00 a.m.-2:00 a.m.,
- Monday to Thursday: 11:00 a.m.-2:00 a.m.,
- Friday and Saturday: 11:00 a.m.-3:00 a.m.

The hours of Entertainment in the indoor space shall not exceed:

- Sunday : 10:00 a.m.- 11:00 p.m.,
- Monday to Thursday: 11:00 a.m.- 11:00 p.m.,
- Friday and Saturday: 11:00 a.m.- 1:00 a.m.

The hours for operation and selling, serving, and consuming alcohol in the sidewalk cafe area shall not exceed:

- Sunday: 10:00 a.m. to 12:00 a.m.,,
- Monday to Thursday: 11:00 a.m. to 12:00 a.m.,
- Friday and Saturday: 11:00 a.m. to 1:00 a.m.

Provided that: (a) on days designated by the DC ABC Board as "Holiday Extension of Hours" applicant may avail itself of the extended hours so provided; (b) in the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours (such as for Inauguration) applicant may avail itself of such extended hours; (c) on January 1 of each year applicant may operate and sell, serve, and permit the consumption of alcoholic beverages until 4:00a.m. Applicant may provide Entertainment on the interior premises until 3:00am on January 1 of each year; (d) and on "Daylight Saving Time Extension of Hours" as designated by the ABC Board.

Consistent with Alcoholic Beverage Control Board interpretations, "closing hours" shall be construed as the hours at which no patrons shall remain on the premises.

4. **Floors Utilized and Occupancy.** The Applicant will operate its Establishment on the first floor and sidewalk cafe of the building. Occupancy by patrons shall be limited to the first floor of the interior of the Premises and the sidewalk cafe area. The Certificate of Occupancy will state the seating and occupant load; however, the Establishment will not exceed a total occupancy of 155, which includes indoor capacity of a maximum of 110 and a sidewalk cafe with capacity of a maximum of 14 patrons.

5. **Sidewalk Cafe.** Applicant plans to provide seating for 14 patrons in the sidewalk cafe. There shall be no live entertainment or pre-recorded music in or piped to the sidewalk cafe area. No containers, cups, bottles/cans, etc. shall be permitted outside of or to leave the area regardless of content, excepting food and beverages packaged "to go."
6. **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. The 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.
7. **Noise and Privacy.** Applicant shall strictly comply with D.C. Official Code § 25-725 and to that end shall use various means including making architectural improvements to the property and take all necessary actions and mitigation efforts to ensure that music, noise and vibration from the Establishment are not audible in any residential premises. Options for noise mitigation can include: awnings, shrubbery, cinderblock or wooden walls (perhaps with vines), trees in planters, fountains with running water, or other muting or muffling objects.
Applicant shall inform its patrons by signage or other means to be respectful of the residential neighborhoods upon exiting the Establishment.
Applicant shall receive all deliveries of food, beverages, and supplies during hours between 7:00 a.m. and 7:00 p.m. Mondays to Saturdays. No deliveries excepting fresh bread products, fresh produce, and seafood shall be accepted on Sundays.
8. **Public Space and Trash.** The Applicant shall participate in the building's trash removal and storage program. Trash and dumpster areas maintained by the Applicant shall be kept clean. The Applicant shall enclose its dumpsters and keep dumpster lids tightly closed and incapable of being entered by rodents, in order to limit odors and help control pest and rodent population. 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 so that no garbage is placed on the abutting property. Applicant will provide for the proper (recyclable) removal of grease and oils and will not deposit these substances for removal in dumpsters or trash cans. Applicant will contract for regular rodent and pest (insect) abatement. 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.
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 a trained employee on site, 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



Presidential on First LLC t/a DECLARATION – NATS PARK,
ABRA#107949, 1237 First Street, SE, Washington, DC 20003 and
ANC6D, October, 2017

occur. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises.

Applicant shall have recording cameras which cover the outside areas and the areas where alcoholic beverages are served. If responsible for the video surveillance equipment, the establishment shall maintain security cameras and: (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 Metropolitan Police Department.

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 licensees, and agrees that the ANC shall have standing to ask the ABC Board to enforce any violations of the agreement.
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 licensee 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: Presidential on First LLC t/a DECLARATION – NATS PARK
1237 First Street SE
Washington, DC 20003
Attn: Alan Popovsky, Managing Member
Phone: 202-246-1643
e-mail: apopsky@aol.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

Presidential on First LLC t/a DECLARATION – NATS PARK,
ABRA#107949, 1237 First Street, SE, Washington, DC 20003 and
ANC6D, October, 2017

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.

- 13. **No Protest.** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, and in reliance thereupon, the ANC shall refrain from filing a protest of the Applicant's pending license application.

The ANC:

APPLICANT:

<p>Chair, ANC6D</p> <p><u>Andy Litsky</u> <u>10/16/17</u> Andy Litsky, SMD04 Date</p> <p>Chair, ABC Committee, ANC6D</p> <p><u>Coralie Farlee</u> <u>16 Oct 17</u> Coralie Farlee Date</p>	<p>Presidential on First LLC t/a DECLARATION – NATS PARK</p> <p>By: <u>[Signature]</u> <u>10-22-17</u> Alan Popovsky Date Managing Member</p>
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