

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

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In the Matter of:)	
)	
Exotic Wine & Spirits, Inc.)	
t/a Exotic Wine and Liquors)	
)	Case No.: 21-PRO-00062
Applicant for a New)	License No.: ABRA-118158
Retailer's Class A License)	Order No.: 2021-440
)	
at premises)	
801 Maryland Avenue, NE)	
Washington, D.C. 20002)	
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Exotic Wine & Spirits, Inc., t/a Exotic Wine and Liquors, Applicant

Mark Samburg, Co-Chair, Advisory Neighborhood Commission (ANC) 6A ABL Committee

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

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

The Application filed by Exotic Wine & Spirits, Inc., t/a Exotic Wine and Liquors (Applicant), for a new Retailer's Class A License, was protested by ANC 6A.

The official records of the Board reflect that the Applicant and ANC 6A entered into a Settlement Agreement (Agreement), dated July 27, 2021, 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 Mark Samburg, on behalf of ANC 6A, are signatories to the Agreement.

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

Accordingly, it is this 4th day of August 2021, **ORDERED** that:

1. The Application filed by Exotic Wine & Spirits, Inc., t/a Exotic Wine and Liquors, for a new Retailer's Class A License, located at 801 Maryland Avenue, NE, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 6A in this matter is hereby **WITHDRAWN**;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; and
4. Copies of this Order shall be sent to the Applicant and ANC 6A.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: ac450b9169d51f9e4b730959d1dccc9

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 547ae372f6204e5ec0d1b2324d2949ac

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 256d3fca9fba146d7f4b75bd7917d20d

Bobby Cato, Member

eSigned via SeamlessDocs.com
Rafi Aliya Crockett, Member
Key: b560e91845e1f9e4018155e5c12f81cc

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 821729310509447491b56f0c2a41899

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5027bda7f9f0040ec143deb52541ce5

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).

Made this 20th day of July, 2021

by and between

Exotic Wine and Spirit, Inc
t/a Exotic Wine & Spirits
801 Maryland Ave NE
Washington DC 20002
ABRA 118158

and

Advisory Neighborhood Commission 6A

Preamble

Through this settlement agreement, both parties aim to create an environment whereby the applicant may operate as a viable contributing business to the ANC 6A community, while concurrently curtailing any adverse effects a business such as the applicant's could have on the surrounding neighborhood.

The applicant is encouraged to work regularly with the ANC 6A, neighborhood associations, and residents to ensure the business operations do not adversely affect the surrounding neighborhood. All parties believe the statements and provisions contained in this agreement are reasonable and must become wholly integrated into the day-to-day operations of the establishment.

Witnessed

Whereas, Applicant's premises is within the boundaries of ANC 6A; and,

Whereas, the parties desire to enter into an agreement governing certain requirements and understandings regarding the issuance of an Off-Premise Retailer's Class "A" Liquor License at the subject premises; and,

Whereas, the parties wish to state their mutual intention and commitment to promote the success, peace, order, quiet, and equity of the community. Both parties recognize the importance of commercial districts (and limited commercial operations within residential districts) and their adjacent neighborhoods that are safe, clean, and "pedestrian friendly."

The Parties Agree As Follows:

1. Requirements for sale/provision of single containers of alcohol beverages:
Applicant shall abide by the Ward 6 restrictions on the sale of single containers of alcoholic beverages set forth in DC Code §25-346 ("Ward 6 restrictions for off-premises retailer's license").
2. Ban on Sale/Provision of Other Items:
 - A. "Go-cups":
 - 1) Applicant shall not sell, give, offer, expose for sale, or deliver "go-cups" or servings of plain ice in a cup.
 - 2) Per the Alcoholic Beverage regulations, a "go-cup" is defined as: "a drinking utensil provided at no

Voluntary Agreement between Exotic Wine & Spirits and ANC6A

- charge or a nominal charge to a customer for the purpose of consuming alcoholic beverages off the premises of an establishment.”
- B. The applicant agrees not to sell spirits in containers of size 250ml or less.
3. Hours of Operation:
The hours of operation and sales shall be from 10 am to 11pm each day.
4. Public Space Cleanliness and Maintenance:
- A. Applicant will maintain the public space (minimally the front sidewalk up to and including the gutter in front of the subject premises, and the alleyway behind the subject premises) adjacent to the establishment in a clean and litter-free condition by:
- 1) Picking up trash and recycling, including beverage bottles and cans, and all other trash a minimum of twice daily (once immediately before business hours and again between 5:00 p.m. and 8:00 p.m.).
 - 2) Maintaining regular trash, garbage, and recycling removal service, regularly removing trash and recycling from the trash and dumpster area, and seeing that the trash and dumpster area remain clean.
 - 3) Depositing trash, garbage, and recycling only in rodent-proof dumpsters, and seeing that dumpster covers fit properly and remain fully closed except when trash, recycling, or garbage is being added or removed.
 - 4) Exercising due diligence to prevent and/or rid vermin infestation in and around the establishment, including following, minimally, the recommendations and guidelines of the Vector Control Division of the Department of Public Works.
 - 5) Assisting in maintenance of the curbs in front of the establishment to keep them free of trash and recycling, removing snow and ice from the sidewalk, and complying with all applicable D.C. laws and regulation in these respects.
 - 6) Generally tending to tree boxes directly in front of the subject premises, if any.
 - 7) Promptly removing or painting over any graffiti written on the exterior walls of the property.
 - 8) Requiring the owner and employees not to park on public space between the building and the curb.
 - 9) Not locating trash bins, chairs, tables, or other equipment on public space without a valid space permit.
 - 10) Posting a notice kept in good repair and visible from point of entry asking customers not to litter in the neighborhood of the establishment.
5. Signage/Illegal Activity:
- A. Applicant will not directly or indirectly, sell or deliver alcohol to any intoxicated person.
- B. Applicant shall post a notice kept in good repair and visible from point of entry a sign, which states:
- 1) The minimum age requirement for purchase of alcohol,
 - 2) The obligation of the patron to produce a valid identification document in order to purchase alcohol.
- C. Applicant shall make reasonable efforts to prohibit and prevent criminal activity on or in front of the establishment premises, to include:
- 1) Calling appropriate emergency services if illegal activity is observed,
 - 2) Keeping a written record of dates and times (i.e., log) when emergency services were called for assistance. Applicant's log shall be provided to the ABC Board upon request.
- D. Applicant agrees to post signs kept in good repair in highly visible locations that announce the following:
- 1) Prohibition against selling to minors.
 - 2) No panhandling.
- E. Applicant agrees that total signage for alcohol and tobacco products in the front window shall be limited to 25% of the total window space available.
- F. To the extent such lighting is not present on the exterior of the establishment, Applicant will install and maintain floodlights on the exterior of its premises so that they fully light any abutting alleyway from dusk until dawn consistent with District of Columbia light pollution regulations, 12-K DCMR § 409.

6. Camera Surveillance:
 - A) The applicant agrees to maintain three external cameras. Cameras shall capture activity adjacent to the establishment in each of the following areas: public property along 8th St NE, public property along Maryland Ave NE, and rear alley.
 - B) All camera footage shall be stored for a minimum of 30 days.
 - C) The cameras and storage devices shall be inspected weekly to ensure they are fully operable and capturing the appropriate views.
 - D) The licensee shall make best efforts have inoperable cameras or storage devices repaired and returned to operating order within fifteen (15) days of the last inspection.
7. Regulations:

In addition to the requirements of this agreement, applicant will operate in compliance with all applicable laws and regulations. Any reference to specific laws and regulations in this Settlement Agreement is meant for informational purposes only. ANC 6A does not intend for a violation of any DC law or regulation to also be considered a violation of this Settlement Agreement.
8. Modifications:

This Agreement may be modified and such modification implemented by Applicant only by mutual agreement of the parties in writing and the subsequent approval of the modification by the ABC Board pursuant to DC Official Code § 25-446 or as required by District law.
9. Miscellaneous
 - A. All employees of the applicant who are not an ABC Board licensed manager and are involved in the sale of alcoholic beverages, shall attend and complete an alcoholic beverage server training course/seminar with sixty (60) days of commencing employment.
 - B. The licensed establishment will be managed in person by Applicant or an ABC Board licensed manager.
 - C. Applicant shall retain a copy of this Settlement Agreement in the establishment and have it available for review upon request.
 - D. Applicant is encouraged to participate in a Business Improvement District program if one exists.
 - E. Applicant is encouraged to work with ANC 6A, the Single Member District (SMD) ANC Commissioner within whose boundaries the establishment is located, the Chair of the ABL Committee, and other Commissioners whose SMDs are adjacent to the location of the establishment to address concerns arising from violations of this agreement.
 - F. If any provision of this agreement, or any portion thereof, is held to be invalid or unenforceable, the remainder of the agreement shall nevertheless remain in full force and effect.
10. Enforcement:
 - A. If any party hereto believes in good faith that the applicant is in violation of this agreement, written notice specifying the alleged violation shall be delivered to the applicant. The applicant shall have ten (10) days after receipt of such written notice to come into compliance with this agreement or respond to said alleged notice of default. In cases where the defaulting Party reasonably requires more than ten (10) days to come into compliance, the defaulting Party shall, within ten (10) days, make substantial efforts toward compliance and pursue those efforts until the default is corrected.

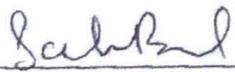
- B. Applicant and the ANC 6A Commission agree to enter into this agreement. If the applicant should breach the conditions of this agreement and fail to come into compliance or make substantial efforts toward compliance as provided by Section 10 (A) of this agreement, it is understood by all parties that the ANC 6A, and/or its committees, or others may immediately petition the Alcohol Beverage Regulatory Administration (ABRA) to investigate violations of this agreement and take appropriate actions per 23 D.C.M.R.
- C. This settlement agreement is binding on the applicant and its successors and will continue in force for any and all subsequent license holders at this location.

In Witness Whereof

The parties have affixed hereto their hands and seals.

Applicant:

By: SACHIN BEHL Date: 07/20/21

Signature: 

Advisory Neighborhood Commission 6A Representative:

By: MARK SAMBURG Date: 7/27/21

Signature: 