

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE AND CANNABIS BOARD**

In the Matter of:

Hiraya Kapamilya, LLC
t/a Hiraya Kapamilya

Applicant for a New
Retailer's Class CT License

at premises
1250 H Street, NE
Washington, D.C. 20002

License No.: ABRA-124137
Order No.: 2023-538

Hiraya Kapamilya, LLC, t/a Hiraya Kapamilya, Applicant

Erin Sullivan, on behalf of Advisory Neighborhood Commission (ANC) 6A ABL Committee

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

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that Hiraya Kapamilya, LLC, t/a Hiraya Kapamilya (Applicant), Applicant for a new Retailer's Class CT License and ANC 6A have entered into a Settlement Agreement (Agreement), dated May 2, 2023, 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 Erin Sullivan, on behalf of ANC 6A, are signatories to the Agreement.

Accordingly, it is this 25th day of October 2023, **ORDERED** that:

1. 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:

Subsections 3(f) and (g) (Music/Dancing/Entertainment) – These Subsections shall be removed.

The parties have agreed to this modification.

2. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage and Cannabis Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: ac43cb98c79d50594e730003d14cc28

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 547ac3737020e6ac9d1b3329d2240ec

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 256c3fca01be148d74573b4791762c3

Bobby Cato, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 6217227c2508447491b5e0c2a4185f

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5027bda7f09c040ee14adeb52541ce5

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 and Cannabis 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 2nd day of May, 2023

by and between

Hiraya Kapamilya, LLC t/a Hiraya Kapamilya (ABRA-124137)
1250 H Street, NE
Washington DC 20002

and

Advisory Neighborhood Commission 6A

Preamble

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

Applicant is encouraged to work regularly with 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 operation of the establishment.

Witnesseth

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 a Class CT 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. **Public Space Cleanliness and Maintenance.** 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) immediately adjacent to the establishment in a clean and litter-free condition by:
 - a. 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.).
 - b. Maintaining commercially reasonable trash, garbage, and recycling removal service, removing trash

Settlement Agreement between Hiraya Kapamilya and ANC6A

- and recycling from the trash and dumpster area, and maintaining the trash and dumpster area.
- c. Depositing trash, garbage, and recycling only in authorized rodent-proof dumpsters, and with dumpster covers that fit properly and remain fully closed except when trash, recycling, or garbage is being added or removed.
- d. 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.
- e. Assisting in maintenance of the curbs immediately 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.
- f. Generally tending to tree boxes directly in front of the subject premises, if any.
- g. Removing or painting over any graffiti written on the exterior walls of the property as soon as possible.
- h. Requiring the owner and notifying the employees not to park on public space between the building and the curb.
- i. Not locating trash bins, chairs, tables, or other equipment on public space without a valid space permit.

2. Business Operations and Practices.

- a. Applicant will not sell or serve alcohol to any intoxicated person or to any person who appears to be intoxicated.
- b. Applicant agrees to take all commercially reasonable steps to prevent patron rowdiness, including refusing admission/service to rowdy and/or unruly persons.
- c. Applicant agrees to ensure that no patron shall bring an open container of an alcoholic beverage into the establishment from outside sources, nor shall exit the establishment with an open container of an alcoholic beverage.
- d. Applicant will not provide or sell alcoholic beverages “to go” except as authorized by DC law.
- e. Applicant agrees not to promote or participate in bar or pub “crawls” or any other event of this nature unless the event has been reviewed and approved by the ABC Board.
- f. The licensed establishment will be managed in person by Applicant or a board-licensed manager.
- g. Applicant, and all employees that are designated to serve alcoholic beverages, shall attend and complete an alcoholic beverage server training course/seminar.
- h. Applicant shall post a notice kept in good repair and visible from point of entry a sign that states:
 - i. Proper ID is required to be served and that the establishment will check IDs at all times prior to serving alcoholic beverages to patrons;
 - ii. It is illegal to sell alcohol to anyone under age 21;
 - iii. Patrons are requested not to litter, loiter, or make excessive noise in the neighborhood as they arrive or depart;
 - iv. Warning: Drinking alcoholic beverages during pregnancy can cause birth defects; and
 - v. The establishment requests that customers do not contribute to panhandlers.
- i. Applicant shall make commercially reasonable efforts to prohibit and prevent criminal activity on or in front of the establishment premises, to include:
 - i. Calling appropriate emergency services if illegal activity is observed;
 - ii. Keeping a written record of dates and times (a “call log”) when emergency services are called for assistance; and
 - iii. Applicant will maintain a detailed incident log. An incident is defined as any activity by patrons of the establishment inside or immediately outside the establishment that could lead to an ABRA investigation. Each incident will contain the date, time, and location of each incident with a concise summary. Applicant and employees will make reasonable efforts to identify and list any guests and staff involved or witnesses of the incident. If there is a medical or police response, that information will also be noted.

- j. Upon request of the Board, Applicant's call log and incident log shall be provided to the Board.
- k. Applicant will utilize and maintain high-intensity floodlights on the exterior of its premises so as to fully light any abutting alleyway from dusk until dawn, consistent with District of Columbia light pollution regulations, 12-K DCMR § 409.
- l. Applicant shall provide valet parking services only with valet parking companies as defined, licensed, and in compliance with D.C. Municipal Regulations Title 24 Chapter 16.

3. Music / Dancing / Entertainment.

- a. Applicant agrees to make reasonable efforts that sounds originating from within the establishment are mitigated by installing adequate soundproofing.
- b. No sound, noise, music, or voices emanating from the licensed establishment shall be of such intensity that it may be heard in any premises other than the licensed establishment. This restriction does not apply to: (1) sound, noise, music, or voices heard in any premises which are located within a C-1, C-2, C-3, C-4, C-M, or M zone, as defined in the zoning regulations for the District, and (2) sound, noise, music, or voices occasioned by the normal opening of entrance and exit doors for the purpose of ingress and egress. .
- c. In order to mitigate noise on a sidewalk café or summer garden the following steps will be taken:
 - i. Applicant shall not offer any type of entertainment or pre-recorded music on the summer garden and/or sidewalk café;
 - ii. A fence or other barrier will enclose the entire perimeter;
 - iii. No fewer than two signs will be clearly posted to remind guests to keep their voices at normal speaking volume;
 - iv. and
 - v. Potted plants, trees, fountains, or other types of noise mitigation techniques will be incorporated into the decor.
- d. The hours of operation for a sidewalk café and/or summer garden are limited until 11:00 pm Sunday through Thursday evenings and 12:00 am on Friday and Saturday evenings. The sale and consumption of alcoholic beverages must end at that time and the patio must be cleared of all patrons and staff.
- e. Applicant may offer facilities for dancing for patrons only with an entertainment endorsement and may have recorded and background music without an entertainment endorsement. "Entertainment" means live music or any other live performance by an actual person, including live bands, karaoke, comedy shows, poetry readings, and disc jockeys. The term "entertainment" shall not include the operation of a jukebox, a television, a radio, or other prerecorded music.
- f. All CT license holders with an entertainment endorsement must have an ABRA-accepted security plan in place.
- g. The kitchens for all CR license holders shall remain open and operational up until at least one hour prior to closing.

4. Cooperation with ANC 6A. 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.

5. 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.

6. Miscellaneous.

- a. Applicant shall retain a copy of this Settlement Agreement in the establishment and have it available for review upon request.

- b. Applicant will operate in compliance with all applicable DC 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.
- c. Applicant is encouraged to participate in a Business Improvement District if one exists.
- d. 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.

7. Enforcement.

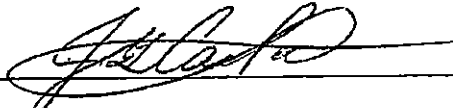
- a. If any party hereto believes in good faith that the applicant is in violation of this agreement, written notice specifying the alleged violation shall be delivered to the applicant. The applicant shall have ten (10) business days after receipt of such written notice to come into compliance with this agreement or respond to said alleged notice of default. In cases where the defaulting Party reasonably requires more than ten (10) business days to come into compliance, the defaulting Party shall, within ten business (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 7(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: JUAN CANLAS Date: 5/10/23

Signature: 

Advisory Neighborhood Commission 6A Representative:

By: ERIN SULLIVAN Date: _____

Signature: 