

**SETTLEMENT AGREEMENT BY AND BETWEEN
ADVISORY NEIGHBORHOOD COMMISSION 6B
and
DMV Liquors Wines and Beers LLC**

Pursuant to this Settlement Agreement, (“Agreement”), by and between DMV Liquors Wines and Beers LLC t/a DMV Liquors Wines and Beers (“Applicant”) and Advisory Neighborhood Commission 6B (“ANC6B”), effective as of the date of its adoption by ANC6B, the parties hereto hereby agree to be legally bound by the terms and conditions of this Agreement as it relates to conduct of business located at 643 Pennsylvania Avenue, SE, Washington, DC 20003 (“Premises”).

WHEREAS, Applicant has applied before the District of Columbia Alcoholic Beverage and Cannabis Administration (“ABCA”) to effect, and is seeking its approval of the renewal of a Retailer’s Class “A” Liquor Store license with a tasting endorsement (ABRA-127963) (“License”); and,

WHEREAS Applicant and ANC6B wish to voluntarily and mutually memorialize the terms and conditions upon which ANC6B has agreed to support the Applicant's License, pursuant to the provisions of D.C. Code § 25-446, for the operation and maintenance of Applicant’s business in such a manner as to further promote the peace, order and quiet of the neighborhood in a manner that ANC6B deems to be in the best interests of the neighborhood; and,

WHEREAS, this Agreement is intended to replace in its entirety any and all previously-existing Agreements between the Parties, and all such previous agreements are hereby declared superseded, null and void and of no further effect.

NOW, THEREFORE, Applicant and ANC 6B agree as follows:

1. ***Recitals Incorporated.*** The recitals set forth above are incorporated herein by reference.
2. ***Nature of the Business.*** The Applicant has applied to operate a Class “A” Liquor store at the address listed above. The applicant will operate in accordance with any license, endorsement, or permit license issued by the Board with the following provisions:
 - a. Applicant will comply with all laws and regulations governing the operations of the Establishment;
 - b. Applicant will not divide a manufacturer’s package of more than one container of beer, malt liquor, ale or spirits to sell an individual container of the package if the container is less than 18 ounces. The Applicant may open a manufacturer’s package for the purposes of “tastings.”
 - c. Unless and until Applicant applies for and receives approval for an exemption as provided for in DC Code 25-346(c) for the sale or delivery of an individual container of beer or ale of less than 18 ounces;
 - d. The Applicant will discourage the illegal public consumption of alcohol inside or around the immediate area and will participate in an ABCA Board-approved course on alcoholic beverage sales management;
 - e. Applicant will not sell or provide cups or single servings of ice; and,
 - f. Applicant agrees to retain a copy of this Settlement Agreement alongside the Applicant’s ABCA License.
3. ***Hours of Operation and Sales.*** The Applicant’s hours of operation hours during which the sale of alcohol are permitted shall be as follows:

Sunday -- Saturday: 10:00 a.m. – 9:30 p.m.
4. ***Signage and Monitoring.*** Applicant will comply with D. C. Official Code and will use best efforts to prevent loitering, rowdiness, panhandling and criminal activity within the immediate area in front or on the side of the Establishment:
 - a. Post a “No Loitering / Panhandling” sign on the outside of the establishment;

- b. Posting a notice kept in good repair and visible from point of entry, a sign which states: (i) the minimum age requirement for the purchase of alcohol and, (ii) the obligation of the patron to produce a valid identification document in order to purchase alcohol;
 - c. Calling MPD to report illegal activity within or immediately outside the Premise; and,
 - d. Keeping a record of dates and times when MPD is called for assistance. Applicant's log shall be provided to the Board upon request;
5. **Trash Management and Maintenance.** Applicant will abide by the following conditions as it relates to trash management and maintain of the public space adjacent to the establishment:
 - a. Applicant will exclusively utilize an interior trash storage room within the Premises with sufficient capacity to store all recyclable trash, and non-recyclable trash (garbage).
 - b. Applicant shall contract with third party waste management and recycling vendor(s) to collect garbage and recyclable trash a minimum of four (4) days per week or such more frequent schedules as may be necessary to prevent the receptacles from exceeding their capacity;
 - c. Applicant will ensure that garbage and recyclables shall be collected by a third party waste management vendor at a time that is the least disruptive to the neighbors but shall not occur after 10:00 p.m. or before 7:00 a.m.;
 - d. Applicant shall dispose of recyclable and non-recyclable trash in appropriate rodent-resistant receptacles capable of being fully closed with tight-fitting lids;
 - e. Applicant shall not store or place kegs, food pallets, or other goods for or from the Establishment on the exterior of the premises; and,
 - f. All receptacles used for garbage and recyclable trash shall be maintained in good repair and in safe and sanitary condition. Any damaged or leaking containers that become bent or warped such that they are no longer rodent-proof, shall be promptly repaired or replaced.
6. **Maintenance of Public Space.** Applicant shall monitor its entire property and the sidewalk (up to and including the curb), tree box(es), curb, and alley to ensure that these areas are in compliance with D.C. Code and Municipal Regulations. To this end, Applicant shall:
 - a. Keep the area immediately in front of the Premises clean and free of litter, bottles, and other debris and ensure that the area is cleaned up regularly; and,
 - b. Removing snow and ice from the sidewalks fronting the establishment within the time limits set by the District of Columbia.
7. **Sanitation and Pest Control.** Applicant shall maintain in force a contract for regular and recurring application of a plan for pest control that includes baiting or similar rodent abatement procedures. Applicant shall exercise due diligence to prevent and or rid vermin infestation in and around the establishment, including following the recommendations and guidelines of the Vector Control Division of the D.C. Health. Applicant shall provide rat and vermin control for its property and shall provide proof of its rat and vermin control contract and of regular inspection and treatment pursuant to such contract, upon request from the Board.
8. **Compliance with Agency Regulations.** Applicant promises that is shall abide by ABCA, DC Department of Buildings (DoB) and all other applicable DC Agency regulations regarding (a) conduct of its business and (b) the ownership of the license and provisions applicable to liquor licenses.
9. **Notice and Opportunity to Cure.** In the event that any of the parties is in breach of this SA, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the SA. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall be provided for a cure within 10 calendar days of the date of such notice. ANC 6B will notify Victoria Wheatly, owner of the License, via electronic mail listed on the signature page of any alleged violations. If Applicant refuses or fails to commence the cure or diligently to pursue such cure within the 10-day period (or a breach which reasonably

requires more than 10 days to cure), such refusal or failure shall constitute a cause for requesting a formal investigation, or other measures allowed by the ABC Board pursuant to D.C. Code § 25-447.

IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.

APPLICANT:

DMV Liquors Wines and Beers LLC t/a DMV Liquors Wines and Beers (ABRA-127963)
643 Pennsylvania Ave, SE Washington, DC 20003
Victoria Wheatly, Owner

E-mail: Heavenlysmum@gmail.com

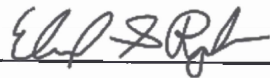
Signature: 

Date: 08/07/2024

July 8, 2024

ANC:

Advisory Neighborhood Commission 6B
700 Pennsylvania Avenue, SE Washington, DC 20003
Edward Ryder, Chairperson

Signature: 

Date: July 10, 2024