

SETTLEMENT AGREEMENT BY AND BETWEEN
ADVISORY NEIGHBORHOOD COMMISSION 6B
and
Dwarkadhish, LLC t/a BR Fine Wine & Spirits

Pursuant to this Settlement Agreement, ("Agreement"), by and between Dwarkadhish, LLC t/a BR Fine Wine & Spirits ("Applicant") and Advisory Neighborhood Commission 6B ("ANC6B"), effective as of the date of its adoption by ANC6B, the parties hereby agree to be legally bound by the terms and conditions of this Agreement as it relates to its application for a new Class "A" License (ABRA-116730) ("License") with a tasting endorsement at the subject premises, now pending before the District of Columbia Alcoholic Beverage Regulatory Administration ("ABRA"), for conduct of business located at 801 Virginia Avenue SE, Washington, DC 20003 ("Premises").

WHEREAS, the premises is within the boundaries of the ANC, 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 security, sanitation, peace, order and quiet of the neighborhood in a manner that ANC6B deems to be in the best interests of the neighborhood; and

WHEREAS ANC6B hereby supports the Applicant's License upon the agreement of Applicant to execute and abide by the terms and conditions hereof;

NOW, THEREFORE, 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 shall manage and operate at the address a place that is regularly used for the sale of alcohol. The applicant will operate a Retailer's Class "A" license under the following provisions:
 - a. The Applicant will comply with all laws and regulations governing the operations of the establishment;
 - b. 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 70 ounces, the Applicant will not divide a manufacturer's package of more than one container of beer, malt liquor or ale to sell an individual container of the package if the container is less than 70 ounces;
 - c. The Applicant will discourage the illegal public consumption of alcohol inside, on the parking lot, or around the immediate area and will participate in an ABC Board-approved course in alcoholic beverage sales management;
 - d. The Applicant will not sell or provide cups or single servings of ice; and,
 - e. The Applicant agrees to post this Settlement Agreement alongside the Applicant's ABC 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 through Saturday 9:00 a.m. – 11:00 p.m.
4. **Signage and Monitoring.** Applicant will strictly 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 purchase of alcohol; and,
 - ii. the obligation of the patron to produce a valid identification document in order to purchase alcohol;
- c. Requesting loiterers to move on whenever they are observed outside of the establishment;
- d. Calling MPD to report illegal activity within or immediately outside of the Premise;
- e. Keeping a written 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 shall exclusively utilize an interior trash storage room within the Premises with sufficient capacity to store all recyclable trash, and non-recyclable trash (garbage).
 - i. Applicant shall contract with third party sanitation or 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);
 - ii. 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.;
 - iii. Applicant shall dispose recyclable and non-recyclable trash in appropriate rodent-proof receptacles capable of being fully closed with tight-fitting lids;
 - iv. Applicant shall store or place all kegs, foodstuffs, or other consumable goods of any type on the Premises and shall not place any receptacle for restaurant supplies such as linens or other supplies on the exterior of the premises;
 - vi. 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.
 - vii. Applicant will daily check the trash storage room and pick up or hose down any debris or liquid waste left behind after garbage or recycling receptacles have been emptied;
 - viii. Applicant shall ensure that are washed as frequently as needed but no exterior power washing shall take place between the hours of 7:00 p.m. and 9:00 a.m. on weekdays or 7:00 p.m. and 10:00 a.m. on weekends.
 - ix. Applicant shall cooperate and permit inspection of the Premises, including but not limited to the indoor trash room, as may be reasonable pursuant to District regulations or as may be reasonably requested by any authorized District of Columbia governmental entity.
- b. Keeping its entire property and 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. Code and Municipal Regulations. Applicant shall monitor these areas sufficiently to ensure that refuse and other materials are promptly removed.
- c. Exercising 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.
- d. Removing snow and ice from sidewalks fronting the establishment within the time limits set by the District of Columbia.

6. ***Compliance with Agency Regulations.*** Applicant promises that is shall abide by

ABRA, Department of Consumer and Regulatory Affairs (DCRA), DC Health and other applicable DC Agency regulations regarding (a) conduct of its business and (b) the ownership of the license and all other provisions applicable to liquor licenses.

7. **Notice and Opportunity to Cure.** In the event that any of the parties is in breach of their 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. 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 filing a complaint with the ABRA Board pursuant to D.C. Code § 25-447.

8. **Cancellation of Previous Agreements.** Except as otherwise explicitly provided herein, this Agreement shall have full force effect and shall constitute the agreement between the parties. This agreement may only be modified by written agreement of all the parties or their successors, or otherwise in accordance with law. All other previous Voluntary or Settlement agreements are rendered null and void.

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

APPLICANT:

Name: Dwarkadhish, LLC t/a BR Fine Wine & Spirits
ABRA# 116730
801 Virginia Avenue, SE
Washington, DC 20003
E-mail: andy.h.desai@gmail.com
Toral Desai, Owner

Signature: _____

Toral Desai

Date: 1/11/2021

ANC 6B:

Advisory Neighborhood Commission 6B
921 Pennsylvania Avenue, SE
Washington, DC 20003
Brian Ready, Chairperson

Signature: _____

Brian Ready

Date: 1/11/2021