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March 23, 2005

Ms. Mary Beatty, Advisory Neighborhood Commission 6A
1228 Duncan Place, N.E.
Washington, D.C. 20002

Dear Mary:

I am pleased to forward you a copy of the Cooperative Agreement executed on behalf of Friends Liquors. The applicant was essentially unwilling to execute the agreement once he learned that the protests involving Sun & Moon and N.E. Beverage had been dismissed, but, after extensive arguments, he agreed to execute the Agreement as modified. While we had to modify some terms of the Agreement, I still believe that it represents a step in the right direction for this establishment, and the ANC can now turn its attention to the moratorium issue.

Again, please extend my thanks to everyone for entrusting me with these matters. The collusion between the establishments has interfered with the path of progress, but I believe that the neighborhood is now getting the upper hand and developing the right strategy for resolving its longstanding problems with ABC establishments.

Please return an executed copy of the Agreement to my office so that I can file it with the Board and send a copy to Friends. Feel free to contact me if you have any questions or concerns. I wish you the best.

Sincerely,



Douglas E. Fierberg

DEF:mmi
Enc.

DOCUMENT2



District of Columbia Government
Advisory Neighborhood Commission 6A
Box 75115
Washington, DC 20013



Class "A" Liquor License Cooperative Agreement for Friends Liquors

Made this _____ day of MARCH, 2005, by and between

Mgbodille Edmund O. t/a Friends Liquors (Class "A" Licensee)

1406 H Street, N.E.
Washington, DC 20002
("Applicant")

and

Advisory Neighborhood Commission 6A

Preamble

Through this 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. This agreement applies to Class A liquor licenses that permit retail sale of beer, wine, and spirits for off premises consumption.

The applicant agrees 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 operation of the business establishment.

Witnesseth

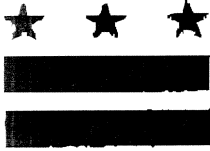
Whereas, Applicant's premises is within the boundaries of ANC 6A; and,

Whereas, the parties desire to enter into an agreement governing certain requirements and understandings regarding the issuance of a 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, and quiet 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. Applicant shall not sell, give, offer, expose for sale, or deliver to any customer a container(s) of malt liquor in any container of 40 ounces or greater. *Applicant shall have ninety (90) days from the date of this Agreement to liquidate his existing stock of 40oz and above.*
1. Clear bags must be used for all purchases of single sales of beer, malt liquor, ale, wine or fortified wine.
2. Ban on Sale/Provision of Other Items:
 - A. Single Cigarettes:
 - 1) Applicant shall not sell, give, offer, expose for sale, or deliver individual single cigarettes.
 - B. "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 charge or a nominal charge to a customer for the purpose of consuming alcoholic beverages off the premises of an establishment."
 - C. Products associated with illegal drug activity:
 - 1) Applicant agrees to not sell, give, offer, expose for sale, or deliver products associated with illegal drug activity.



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Class "A" Liquor License Cooperative Agreement for Friends Liquors

- 2) These items are defined as: "pipes, needles, small bags, or any other items which may be regarded as drug paraphernalia."
3. Hours of Operation for Sales of Alcohol:
 - A. For Class A applicants, the sale of alcohol shall be restricted to the following hours:
 - 1) 9:00 a.m. – 9:00 p.m. Monday – Thursday
 - 2) 9:00 a.m. – 10:00 p.m. Friday - Saturday
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 alley way behind the subject premises~~) adjacent to the establishment in a clean and litter-free condition by:
 - 1) Picking up trash, including beverage bottles and cans, and all other trash a minimum of twice daily (immediately before business hours and once between 5:00 p.m. and 8:00 p.m.).
 - 2) 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.
 - 3) Planting, watering, and generally tending to tree boxes directly in front of the subject premises, if any.
 - 4) Maintaining regular trash removal service. Ensure that the trash and dumpster area(s) remain clean.
 - 5) Remove snow and/or ice from sidewalks fronting (includes sidewalks on the sides of corner buildings) within time limits set by the District of Columbia for such snow and/or ice removal.
 - 6) Promptly remove graffiti written on the exterior walls of the property. Promptly is defined as within two (2) weeks of graffiti's appearance.
5. Signage / Loitering / Illegal Activity:
 - A. Applicant will not, directly or indirectly, sell or deliver alcohol to any intoxicated person, or to any person of intemperate habits, or to any person who appears to be intoxicated. A person of intemperate habits shall be defined as any person arrested or cited for alcohol-related offences by the Metropolitan Police Department for any alcohol-related crime three times or more in any one year and who has been so identified to the licensee by the Metropolitan Police Department by giving a photo and name to the licensee.
 - 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 every effort to prohibit and prevent loitering and criminal activity on or in front of the establishment premises, to include:
 - 1) Posting a sign kept in good repair, a sign requesting customers to not contribute to panhandlers,
 - ~~2) Asking loiterers to move on whenever they are observed outside the establishment,~~
 - 3) Calling the Metropolitan Police Department (MPD) to remove loiterers ~~if they refuse Applicant's request to move on,~~ ^{if they refuse Applicant's request to move on,}
 - 4) Calling the Metropolitan Police Department if illegal activity is observed,
 - 5) Keeping a written record of dates and times (i.e. log) when the MPD was called for assistance. Applicant's log shall be provided to the Board and, for good cause shown to the Board, to any valid protestant during hearings involving future renewals or contested proceedings involving the Applicant's license.
 - D. Applicant agrees to post signs kept in good repair in highly visible locations that announce the following:
 - 1) Prohibition against selling alcohol to minors.
 - 2) No panhandling.
 - 3) No loitering.
 - 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.



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Class "A" Liquor License Cooperative Agreement for Friends Liquors

- F. Applicant shall receive, at their request, and at no cost, a sign to post within their establishment (provided by the ANC6A ABL Committee) that outlines the primary points of this agreement.
- G. ~~To the extent such lighting is not present on the exterior of the establishment, Applicant will install and maintain high-intensity flood lights on the exterior of its premises so as to fully light any abutting alleyway from dusk until dawn.~~

6. Regulations:

- A. In addition to the requirements of this agreement, applicant will operate in compliance with all applicable laws and regulations.

7. Miscellaneous:

- A. Applicant shall deny support of the installation of pay phones around the establishment (externally). The applicant shall have existing pay phones (if any) removed from the exterior of the establishment at the end of the current contract.
- B. Applicant, and all employees of the applicant, shall attend and complete an alcoholic beverage server training course/seminar.
- C. Applicant certifies that it does not owe more than \$100 to the District of Columbia government as a result of any fine, penalty, or past due tax for more than six months.

8. 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 and 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.
- B. Applicant and the ANC 6A Commission agree to enter into this agreement. If the applicant should breach the conditions of this agreement, it is understood by all parties that the ANC 6A, and/or its committees, or others shall immediately petition the ABC Board for a "show cause" hearing pursuant to 23 D.C.M.R. 1513.5. ANC 6A shall not protest applicant's license so long as it remains in compliance with this Agreement and the law.
- C. This cooperative agreement is binding on the applicant and its assigns 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: Friends Liquors

By: Edmund M Skoob Me
 Date: 3/23/05
 Signature: [Handwritten Signature]

Advisory Neighbor Commission 6A Alcohol Representative:

By: Joseph Fengler
 Date: 4/29/05
 Signature: [Handwritten Signature]