



Alcoholic Beverage Licensing Committee
Agenda

Tuesday, January 26 22, 2021, 7:00 pm

Virtual Meeting—Held on WebEx

Call-in Number: 202-860-2110

Meeting number (access code): 180 762 5538

For those attending via WebEx: use this link:

<https://dcnet.webex.com/dcnet/onstage/g.php?MTID=ec00f1c2db5df734a5f53eb78e09687a6>

Public Meeting – All are welcome

I. Welcome/ Introductions / Approval of Agenda

II. Community Comment

III. New Business

- Discussion of a request for support for application for a stipulated license for new establishment at 1378 H Street NE, subject to existing June 21, 2004 settlement agreement with Rose's Dream, Inc.
- Discussion of additional conforming changes to template settlement agreements identified while making updates as identified at December meeting.

IV. Adjourn

(Next Meeting Date – February 23, 2021)

Updates to the agenda will be posted at www.anc6a.org.



Made this _____ day of _____, 20____

by and between

[Name of Establishment]

Street Address, NE
Washington DC 20002

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

Commented [MS1]: New recommendation: deletion of this sentence.

The applicant is encouraged/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 operations of the establishment.

Commented [MS2]: New recommendation: language change.

~~Further, ANC 6A acknowledges that this Cooperative Agreement shall be presented to all Class "A" and Class "B" applicants within the boundaries of ANC 6A. To the greatest extent possible, the ANC will not insist upon or allow any significant changes to this Cooperative Agreement that will unfairly benefit or, conversely, cause competitive disadvantage to, any individual applicants or establishment within the ANC, unless such change is required by the District of Columbia government, other authorized governmental bodies, or rule of law.~~

~~The community and merchants have agreed that it is in all the parties' best interests to standardize the requirements for the operation of Class A and Class B establishments within the boundaries of ANC 6A. The community and merchants understand and agree that the changes imposed upon the operations of all licensees within the ANC as set forth herein are important measures to protect the safety, peace, order and quiet of the neighborhood, its residents, and businesses. It is the intent, therefore, of ANC 6A, to level the playing field through the implementation of this standardized Cooperative Agreement.~~

Commented [MS3]: New recommendation: deletion of this paragraph.

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 a Retailer's Class "A" or Class "B" 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, and equity of the community. Both parties recognize the importance of commercial districts (and limited

Voluntary Agreement between [Name of Establishment] and ANC6A

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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:
~~A. Once all Class A and Class B licenses within a 1,200 foot radius of the applicant's premises agree to the following provisions in this section, all provisions in this section shall also apply to the applicant. The remaining sections (sections 2 through 10) will be in effect immediately.~~
~~B. Applicant shall not sell, give, offer, expose for sale, or deliver an individual container of beer, malt liquor, or ale in single containers of alcohol of 70 ounces or less.~~
~~C. Applicant shall only sell, give, offer, expose for sale, or deliver beer, malt liquor, or ale containers of 70 ounces or less with multiple container packaging supplied by the manufacturers of four or more individual container (example: 4 packs, 6 packs, 12 pack cases, etc).~~
~~D. Applicant shall not sell, give, offer, expose for sale, or deliver an individual container of wine or fortified wine in a single container with a capacity of less than 750 ml. Class B applicants will not sell fortified wine. Fortified wine is defined as wine that exceeds 14% alcohol content. 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. Clear bags must be used for all purchases of single sales of beer, malt liquor, ale, wine or fortified wine in ~~containers of 70 ounces or less, until the conditions defined in requirement Section 1, subsection A take effect.~~
3. 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-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 charge or a nominal charge to a customer for the purpose of consuming alcoholic beverages off the premises of an establishment.”~~
~~C-B 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.
2) These items are defined as: “cigarette rolling papers, pipes, needles, small bags, or any other items which may be regarded as drug paraphernalia.”~~
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.

Commented [MS4]: New recommendation: updated language.

Commented [MS5]: New recommendation: identical language to provisions 1-9 from CR/CT template.

- 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.

4)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.

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 conditions by:

- 1) Picking up the 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 the 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.

4.5 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 offenses 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 ~~reasonable~~ every efforts 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) ~~2) Asking loiterers to move on whenever they are observed outside the establishment.~~

4)3) Calling ~~the Metropolitan Police Department~~ appropriate emergency services if illegal activity is observed,

4)4) Keeping a written record of dates and times (i.e. log) when ~~the MPD~~ emergency services were called for assistance. Applicant's log shall be provided to the ABC 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 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.

~~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-F. 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 consistent with District of Columbia light pollution regulations, 12-K.

Voluntary Agreement between [Name of Establishment] and ANC6A

Commented [MS6]: New recommendation: recommended deletion.

Commented [MS7]: This is the provision the ABL, without a position on the question, voted to recommend that the ANC consider deleting.

DCMR § 409.

~~5. Reporting to ANC 6A:~~

- ~~A. Applicant must appear before the ANC 6A Alcohol Beverage Licensing Committee two (2) months prior to their Class A or Class B license expiration date to discuss issues and concerns related to the previous two years operations, and the impending renewal of their license.~~
~~B. Written testimony can be provided to the ANC 6A Alcohol Beverage Licensing Committee instead of appearing in person if mutually agreed upon by the merchant and ANC 6A.~~

6. Regulations:

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

7. Miscellaneous 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.

~~7-8. 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 their exterior of the establishment at the end of the current contract.~~
A. Applicant, and all employees of the applicant involved in the sale of alcoholic beverages, shall attend and complete an alcoholic beverage server training course/seminar.
B. The licensed establishment will be managed in person by Applicant or a board-licensed manager.
C. Applicant certified 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.
D. Applicant shall retain a copy of this Settlement Agreement in the establishment and have it available for review upon request.
E. Applicant is encouraged to will participate in a Business Improvement District program if one exists.
F. 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.
G. 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.

~~8-9. 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. 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 9(A) of this agreement, it is understood by all parties that the ANC 6A, and/or its committees, or others may shall immediately petition the Alcohol Beverage Regulatory Administration (ABRA) to investigate violations of this agreement and take appropriate actions per ABC Board for a "show cause" hearing pursuant to 23 D.C.M.R. 1513-5.
C. This settlement cooperative 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.

Voluntary Agreement between [Name of Establishment] and ANC6A

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Applicant:

By: _____ Date: _____

Signature: _____

Advisory Neighborhood Commission 6A Representative:

By: _____ Date: _____

Signature: _____

~~Revised 5/10/12~~ Modified February 2021



Made this _____ day of _____, 20____

by and between

[Name of Establishment]

Street Address, 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~~ agrees 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 ~~business~~ establishment.

~~The community and Applicant understand and agree that the changes imposed upon the operations of licensees within the ANC as set forth herein are important measures to protect the safety, peace, order, and quiet of the neighborhood, its residents, and businesses.~~

Commented [MS1]: New recommendation: deletion of this paragraph.

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 ____ 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."~~

Commented [MS2]: New recommendation: insertion of this paragraph.

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) adjacent to the establishment in a clean and litter-free condition by:

Settlement Agreement between [Name of Business] and ANC6A
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- 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 regular trash ~~and~~ 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.
- c. Depositing trash ~~and~~ 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.
- 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 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. ~~G~~Planting, watering, and generally tending to tree boxes directly in front of the subject premises, if any.
- g. Promptly removing or painting over any graffiti written on the exterior walls of the property.
- h. Requiring the owner and 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, directly or indirectly, sell or deliver alcohol to any intoxicated person or to any person who appears to be intoxicated.
- b. Applicant agrees to take all necessary steps to prevent patron rowdiness, including refusing admission/service to rowdy and/or unruly persons.
- c. Applicant agrees to ensure that no patron shall brings an open container of an alcoholic beverage into the establishment from outside sources, and ~~shall at no time~~ exits 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 every effort to prohibit and prevent loitering and criminal activity on or in front of the establishment premises, to include:
 - i. Asking loiterers to move on whenever they are observed outside the establishment;
 - ii. Calling appropriate emergency services ~~the Metropolitan Police Department~~ if illegal activity is observed;
 - iii. Keeping a written record of dates and times (a “call log”) when emergency services are the ~~MPD is~~ called for assistance; and
 - iv. 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

Commented [MS3]: This is the provision the ABL, without a position on the question, voted to recommend that the ANC consider deleting.

to an ABRA investigation. Each incident will contain the date, time, and location of each incident with a concise summary. Guests and staff involved or witnesses of the incident will be identified and listed. 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 during meetings or hearings involving future renewals or contested proceedings involving Applicant's license.
- 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. Applicant will not engage in valet parking that results in vehicles parked in residential parking spaces.

3. Music / Dancing / Entertainment.

- a. Applicant agrees to ensure 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. Staff will monitor the outdoor area to make sure guests do not raise their voices above normal speaking tones; 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. ~~[Note to applicants: Section 3.d. may be modified depending on a number of factors, including proximity to residential homes, applicant's history with other establishments in 6A, the nature of the business, etc.]~~
- 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, agrees to work on resolving issues preventing Applicant from fulfilling its obligations under this Agreement with all of the following:~~ 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 ~~Code~~ § 25-446 or as required by District law.
6. **Miscellaneous.**
- a. Applicant shall ~~retain~~post a copy of this Settlement Agreement in the establishment ~~in conjunction with the posting of its alcoholic beverage license 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.
 - ~~b-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) 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. Applicant and ANC 6A agree to enter into this Agreement. If Applicant should breach the conditions of this Agreement, it is understood by all parties that ANC 6A and/or its committees may immediately notify the Applicant and/or file a complaint with the ABC Board, which will be investigated by ABRA's Enforcement Division, and may subject Applicant to a Show Cause proceeding or any other penalty available to the Board under the law.~~
 - ~~a-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.
 - ~~b-c~~ This Settlement Agreement is binding on the applicant and its successors. Applicant and will continue in force for any and all subsequent license holders at this location.

Commented [MS4]: New recommendation: insertion of this provision.

In Witness Whereof

The parties have affixed hereto their hands and seals.

Applicant:

By: _____ Date: _____

Signature: _____

Advisory Neighborhood Commission 6A Representative:

By: _____ Date: _____

Signature: _____

| Modified February 2021