

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

In the Matter of:)	
)	
TGW Convenience Store, LLC)	
t/a A & S Grocery)	
)	
Application for Substantial Change)	Case No.: 21-PRO-00047
(Class Change))	License No.: ABRA-101367
to Retailer's Class B License)	Order No.: 2021-478
)	
at premises)	
4748 Sheriff Road, NE)	
Washington, D.C. 20019)	

TGW Convenience Store, LLC, t/a A & S Grocery, Applicant

Antawan Holmes, Chairperson, Advisory Neighborhood Commission (ANC) 7C,
Protestant

Jimell L. Sanders, on behalf of Deanwood Citizens Association, Protestant

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

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF DEANWOOD CITIZENS ASSOCIATION'S PROTEST**

The Application filed by TGW Convenience Store, LLC, t/a A & S Grocery, for a Substantial Change to change its Class from a Retailer's Class B License to a Retailer's Class A License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on July 12, 2021, and a Protest Status Hearing on August 18, 2021, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Alcoholic Beverage Control Board (Board) reflect that the Applicant and Deanwood Citizens Association entered into a Settlement Agreement (Agreement), dated August 6, 2021, 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 Jimell L. Sanders, on behalf of Deanwood Citizens Association, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by Deanwood Citizens Association.

Accordingly, it is this 18th day of August 2021, **ORDERED** that:

1. The Protest of Deanwood Citizens Association in this matter is hereby **WITHDRAWN**;
2. The above-referenced Settlement Agreement submitted by the Applicant and Deanwood Citizens Association to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
3. Copies of this Order shall be sent to the Parties.

The Board **ADVISES** the Parties that due to the withdrawal of the Protest of Deanwood Citizens Association, the remaining Parties to the protest proceeding on the Substantial Change Application are the Applicant and ANC 7C.

The Board **FURTHER ADVISES** that the Protest Hearing is scheduled for September 30, 2021 at 10:00 a.m.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: ac420652e9f05764672000031e0c0f

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 547aa373020d55cc041033bd2548cc

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 25613fcaad7ba146d7f6b75ba7917d20d

Bobby Cato, Member

eSigned via SeamlessDocs.com
Rafi Aliya Crockett, Member
Key: b560e21d45a189401d155e5c1281cc

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5027bda7f9f0040ec14adab52541ce5

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 Regulation 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).

Deanwood Citizens Association

SETTLEMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made on the 6th day of August 2021 by and between TGW Convenience Store, LLC t/a A & S Grocery (the "Applicant"), the Deanwood Citizens Association ("DCA") (collectively, the "Parties").

PREAMBLE

Through this agreement, both Parties aim to create an environment whereby Applicant may operate as a viable contributing business to the ANC7C community, while concurrently curtailing any adverse effects a business such as Applicant's could have on the surrounding neighborhood. This agreement applies to a Class A liquor licenses that permit the retail sale of beer, wine, and liquor for off-premises consumption. Applicant agrees to work regularly with the Deanwood Citizens Association (DCA), 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 has applied for a Retailer's Class "A" Liquor License (ABRA-101367) for a business establishment located at 4748 Sheriff Road NE Washington DC 20019 (the "Premises");

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 ("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,

NOW, THEREFORE, 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 conditions by:
 - a. 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 10:00 p.m.).

- b. Maintaining weekly trash and garbage removal service, removing trash from the trash and dumpster area, and seeing that the trash and dumpster area remain clean.
- c. 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.
- d. Assisting in maintenance of the curbs in front of the establishment to keep them free of trash, removing snow and ice from the sidewalk, and complying with all applicable D.C. laws and regulation in these respects.

2. 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 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:
 - i. The minimum age requirement for purchase of alcohol,
 - ii. The obligation of the patron to produce a valid identification document in order to purchase alcohol,
 - iii. Prohibitions against selling to minors,
 - iv. No panhandling, and
 - v. No loitering.
- c. Applicant shall make every effort to prohibit and prevent loitering and criminal activity on or in front of the establishment premises, to include:
 - i. Posting a sign kept in good repair requesting customers to not contribute to panhandlers,
 - ii. Calling the Metropolitan Police Department if illegal activity is observed,
 - iii. Keeping a written record of dates and times (a "call log") when the MPD is called for assistance.
 - iv. Upon request of the Board, Applicant's call log shall be provided to the Board; during meetings or hearings involving future renewals or contested proceedings involving Applicant's license.
 - v. Applicant agrees to work with designated MPD personnel and the DC Office of the Attorney General (OAG) to issue barring notices to problem individuals as needed and submit copies of all barring notices to MPD and OAG within one (1) week of issuance.
 - vi. Not selling or providing drug paraphernalia, including cigarette rolling papers, pipes, needles, small bags, or any other items that may be regarded as drug paraphernalia;

- d. Total signage for alcohol and tobacco products in the front window shall be limited to 25% of the total window space available and increase signage for fresh food and local product offerings.
- e. To the extent such lighting is not present on the exterior of the establishment, Applicant will install and maintain high-intensity floodlights on the exterior of its premises so as to fully light any abutting alleyway from dusk until dawn.
- f. Applicant will enroll in MPD Capital Shield camera monitoring program.
- g. Applicant agrees to not sell, give, offer, expose for sale, or deliver "go-cups" or servings of plain ice in a cup. 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."

3. Fresh food and local product sales:

- a. Applicant commits to offer healthy food, diapers, and other essential household items aside from alcohol.
- b. Applicant commits to offer fruits and vegetables available for purchase.
- c. Applicant commits to posting signs indicating fresh food and produce is available and building a website to increase business' visibility and market products and services.
- d. Applicant commits to stocking more vegan and healthy grocery fresh and dry goods.
- e. Applicant commits to make reasonable efforts to include fresh food items requested by residents.
- f. Applicant commits to sourcing products and services from Deanwood and Ward 7 businesses to the fullest extent possible.
- g. Establishment's sale of alcoholic beverages constitutes no more than 15% of the total volume of gross receipts on an annual basis.

4. Cooperation with ANC 7C and Deanwood Citizens Association: Applicant agrees to work on resolving issues preventing Applicant from fulfilling its obligations under this Agreement with all of the following: the Deanwood Citizens Association, the Single Member District (SMD), ANC Commissioner within whose boundaries the establishment is located, the Chair(s) of the ANC, and other Commissioners whose SMDs are adjacent to the location of the establishment.

5. Participation in the Community:

- a. Applicant will make efforts to participate in the Deanwood Citizens Association.
- b. Applicant will make efforts to participate with ANC7C.
- c. Applicant will make efforts to in monthly MPD 6D CAC meetings
- d. Applicant will make efforts to in monthly MPD PSA 602/608 meetings
- e. Applicant will make efforts to participate in the Deanwood Main Streets program (currently implemented by Ward 7 Business Partnership).

- f. Applicant will maintain "Clean Hands" status with OTR to allow for improvement grants awarded by DSLBD through the Ward 7 Business Partnership
- g. Applicant will create a business website and business email address to address customer correspondence and will post information onsite
- h. Applicant will implement Wi-Fi to provide customer Internet access
- i. Applicant will implement Contactless Payment (Apple Pay, Google Pay, Samsung Pay, etc.) to increase customer payment options
- j. Applicant will remove plastic partitions once public health emergency is over in order to create welcoming business environment for the community.
- k. Applicant will operate in compliance with all applicable laws and regulations. Any reference to specific laws and regulations in this Settlement Agreement is meant for informational purposes only. The parties do not intend for a violation of any DC law or regulation to also be considered a violation of this Settlement Agreement.

6. Notice and Opportunity to Cure:

- a. The parties agree to enter into this Agreement. If Applicant should breach the conditions of this Agreement, it is understood by all parties or the Deanwood Citizens Association may immediately 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.

IN WITNESS WHEREOF, the Parties have affixed hereto their hands and seals.

Applicant:

By: Thomas W. Gilder Date: 08/17/21
 Signature: [Handwritten Signature]

Deanwood Citizens Association Representative:

By: JIMMEL L. SANDERS Date: 8/17/21
 Signature: Jimmell L. Sanders