

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

In the Matter of:

Trader Joe's East, Inc.
t/a Trader Joe's #622

Applicant for a New
Retailer's Class B

at premises
750 Pennsylvania Avenue, S.E.
Washington, D.C. 20003

License No. ABRA-100872
Order No. 2016-025

Trader Joe's East, Inc., t/a Trader Joe's #622 (Applicant)

Kirsten Oldenburg, Chairperson, Advisory Neighborhood Commission (ANC) 6B

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
Ruthanne Miller, Member
James Short, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Trader Joe's East, Inc., t/a Trader Joe's #622, Applicant for a new Retailer's Class B License, located at 750 Pennsylvania Avenue, S.E., Washington, D.C., and ANC 6B have entered into a Settlement Agreement (Agreement), dated December 8, 2015, that governs the operation 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 Chairperson Kirsten Oldenburg, on behalf of ANC 6B, are signatories to the Agreement.

Accordingly, it is this 20th day of January, 2016, **ORDERED** that:

1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following correction:

Section 3 (Hours of Operation and Sales) – This Section contained a typographical error regarding the establishment's hours of sales. It is intended by the Parties that the paragraph setting forth the Applicant's hours of sales should read: "Sunday through Saturday 8:00 a.m. – 10:00 p.m."

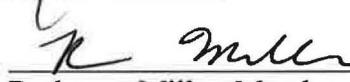
2. Copies of this Order shall be sent to the Applicant and ANC 6B.

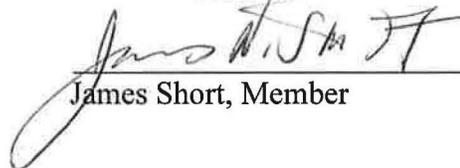
District of Columbia
Alcoholic Beverage Control Board


Donovan Anderson, Chairperson


Nick Alberti, Member


Mike Silverstein, Member


Ruthanne Miller, Member


James Short, 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 11 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).

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 8th day of December, 2015 by and between Trader Joe's East, Inc., t/a Trader Joe's Store 622 ("Applicant"), and Advisory Neighborhood Commission 6B, (Collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant's application for a Class B alcoholic beverage control license for premises 750 Pennsylvania Avenue, SE, Washington, DC, 20003 ("the subject premises"), is now pending before the District of Columbia Alcoholic Beverage Control Board (ABC); and,

WHEREAS, the premises is within the boundaries of the ANC, and,

WHEREAS, the Parties desire to enter into an agreement governing certain understandings regarding operation of the subject premises; and,

WHEREAS, the Parties are desirous of entering into a Settlement Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to promote the peace, order and quiet of the neighborhood. Both parties recognize the importance of business neighborhoods that are safe, clean, and "pedestrian friendly".

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 business that is regularly used for the sale of groceries, prepared food and alcoholic beverages. The applicant will operate a Retailer's Class "B" license under the following provisions:
 - a. The Applicant will comply with all laws and regulations governing the operations of the establishment;
 - b. 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 not sell, give, offer, expose for sale or deliver an individual container of refrigerated beer or any, malt liquor;
 - d. The Applicant will not permit the illegal public consumption of alcohol inside the subject premises and will discourage such consumption the immediate area of the subject premises. Applicant's managers will participate in an ABC Board-

approved course in alcoholic beverage sales management;

- e. The Applicant will not sell or provide cups or single servings of ice; and
- f. 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 shall be as follows:

The hours of operation of the Establishment are
Sunday through Saturday 8:00 a.m. to 10:00 p.m.

The hours during which the sale of alcohol are permitted are
Sunday through Saturday 8:00 a.m. to 10:00 a.m.

Provided, that in the exercise of its business judgment Applicant may from time to time adjust its hours of sales and operations, but in no event will hours of sale extend beyond legally-permissible hours (presently 7:00 a.m. to 12:00 a.m.).

4. **Deliveries.** Applicant will receive deliveries at the loading dock provided by the landlord of the subject premises for use by retail tenants at the building housing the subject premises. To the extent commercially-feasible, Applicant will endeavor to schedule deliveries at staggered times so as to reduce the potential for delivery vehicles ideling in the adjacent public street. Such efforts will be undertaken to help avoid potential for traffic congestion stemming from delivery trucks.

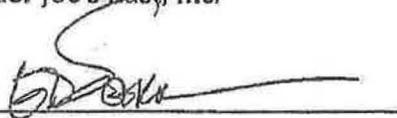
5. **Signage, Noise, and Privacy.** Applicant will strictly comply with D. C. Official Code and will discourage loitering, rowdiness, panhandling and criminal activity within 100 feet of the establishment, to the best of its ability by:

- a. Maintaining a "No Loitering / Panhandling" sign on the outside of the establishment;
- b. Requesting loiterers to move on whenever they are observed outside of the establishment;
- c. Calling MPD if illegal activity is observed or to remove loiterers if they refuse Applicant's request to move on;
- d. 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;
- e. 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;

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

Applicant:

Trader Joe's East, Inc.

By: 

Date: 12-7-2015

Advisory Neighborhood Commission 6B
921 Pennsylvania Avenue, SE
Washington, DC 20003
Kirsten Oldenburg, Chairperson
Phone: (202) 543-3344

Signature: 

Date: 12-8-15