

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

_____)
In the Matter of:)
)
S & A Deli, Inc.)
t/a Good Hope Deli & Market)
)
Application for Renewal of a)
Retailer's Class B License)
)
at premises)
1736 Good Hope Road, S.E.)
Washington, D.C. 20020)
_____)

Case No. 14-PRO-00082
License No. ABRA-093974
Order No. 2015-304

S & A Deli, Inc., t/a Good Hope Deli & Market (Applicant)

Barbara J. Clark, Commissioner, Advisory Neighborhood Commission (ANC) 8A

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Mike Silverstein, Member
Hector Rodriguez, Member
James Short, Member

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF PROTEST OF ANC 8A**

The Application filed by S & A Deli, Inc., t/a Good Hope Deli & Market, for renewal of its Retailer's Class B License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on November 17, 2014, and a Protest Status Hearing on January 7, 2015, in accordance with D.C. Official Code § 25-601 (2001).

The Applicant and ANC 8A have entered into a Settlement Agreement (Agreement), dated June 16, 2015, setting forth the terms and conditions that govern 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 Commissioner Barbara J. Clark, on behalf of ANC 8A, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 8A of this Application.

Accordingly, it is this 17th day of June, 2015, **ORDERED** that:

1. The Application filed by S & A Deli, Inc., t/a Good Hope Deli & Market, for renewal of its Retailer's Class B License, located at 1736 Good Hope Road, S.E., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 8A in this matter is hereby **WITHDRAWN**;
3. 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 modification:

First paragraph, second statement, towards the end of the Agreement –
The following language shall be modified to read as follows: “Violation of this Settlement Agreement by the Licensee or the Licensee's failure to implement measures called for in the Settlement Agreement shall be considered just cause for the ANC to initiate a complaint with the ABC Board to enforce the terms of this Settlement Agreement.”

The parties have agreed to this modification.

4. Copies of this Order shall be sent to the Applicant and ANC 8A.

District of Columbia
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



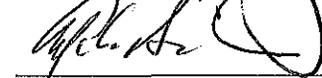
Nick Alberti, Member



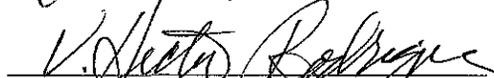
Donald Brooks, Member



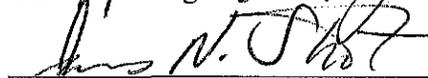
Herman Jones, Member



Mike Silverstein, Member



Hector Rodriguez, Member



James Short, Member

Pursuant to D.C. Official Code § 25-433, 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).

ALCOHOLIC BEVERAGE Settlement Agreement
REGULATION ADMIN

ALCOHOLIC BEVERAGE
REGULATION ADMIN
JUN 16 2 26

JUN 16 2 26

Advisory Neighborhood Commission 8A (ANC) P 2: 26

between

And

ABRA

A Deli, Inc. t/a Good Hope Deli & Market
(Licensee Trading as)

ABRA

1736 – Good Hope Road S. E.
(Address)

#093974

(Retailer's Class B & License number)

↓ A B C

X/

Whereas, the Licensee has applied to renew an Alcoholic Beverage Control Retailer's Class B license for the business and location named above, and

Whereas, the Licensee and ANC 8A have discussed the concerns of the community and have reached an understanding the relating to the operation of the ABC licensed establishment as well as the level of cooperation that shall exist between the Licensee and the community.

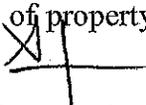
Now, Therefore, the Licensee agrees to the following:

1. The Licensee will comply with all the laws and regulations governing the operation of a Retailer's Class B license by which this Settlement Agreement applies, as applied for and approved by the District of Columbia in the name of the Licensee.
2. The Licensee will not sale drug paraphernalia or sale single or loose cigarettes will not be sole. The Licensee will not sell any drug paraphernalia or specified items that can assist in drug use:
 - A. Cigarette rolling paper: cocaine freebase kit
 - B. Pipes of any kind (i.e. metal, wooden, acrylic, glass, stone, plastic or ceramic) spoons, marijuana bongs, roach clips, cigar screens
 - C. Individual *Brillo* (other brand names) pads, scouring pads or steel wool that are not contained in tagged manufactured packaging
 - D. Small plastic zip lock or jewelry bags less than 3/4" in size
 - E. Single or loose cigarettes
 - F. Single/individual razor blades that are not contained in tagged manufactured packaging
 - G. Blunt papers, blunt wrappers and tobacco leaves or K2, skittles
 - H. Small bags of ice, "to-go-cups"
 - I. Paper or plastic individual cups

< 5 lbs etc

X/

3. The Licensee will sell two containers of beer or more and wine in clear/transparent, "see through" or black plastic bags.

4. The Licensee will not sell alcoholic beverages before or after ABC regulated hours.
5. The Licensee will keep the "immediate environs" as defined in the D.C. Official Code, Title 25 section 24-726 Control of Litter, (a) the Licensee under a retailer's license shall take reasonable measure to ensure that immediate environs of the establishment adjacent to the alleys, sidewalks, or other public property immediately adjacent to the establishment, or other property used by the Licensee to conduct its business, are kept litter free, (b) the Licensee under a retailer's license shall comply with the Litter Control Expansion Act of 1987, effective October 9, 1987 (D.C. Law 7-38:23 DCMR 720).
6. The Licensee will keep the inside of the store free of debris and trash.
7. The Licensee will not display any promotional signs, banners, and inflatable devises advertising beer, wine, alcoholic beverages and/or tobacco products on the exterior of property used by the Licensee. Signs should not exceed ~~5'X10'~~ *8'X10'* 
8. The Licensee will promptly (within 10 days) remove or paint over any graffiti on the exterior walls of property used by the Licensee to conduct business.
9. The Licensee will prohibit loitering in front of the business, will use reasonable efforts to enforce such a prohibition, and will post "No Loitering" signs in a prominent place on the exterior of its establishment.
10. The Licensee will not sell or deliver alcohol beverages to any person under the age of 21. In addition, the Licensee will post a warning sign that states it is illegal for anyone to sell, serve, or distribute alcoholic beverages to anyone under the age of 21 and the sign will be visible to the public.
11. The Licensee will not knowingly sell alcoholic beverages to an intoxicated person.
12. The Licensee will take all reasonable precautions to avoid the sales of alcoholic beverages in any form to anyone accompanying a person who has been denied service, if it appears that is being made to buy alcohol for that person who has been denied.
13. The Licensee will take no action to cause any public telephones to be installed in the area outside its premises, and will take all action within its power to have the appropriate agency remove the telephones stands.
14. The Licensee will install and properly maintain at least one surveillance camera inside and outside of the property used by the Licensee to conduct business.
15. The Licensee Will contact the Metropolitan Police Department and report any

and all unlawful activity conducted inside or observed outside of the property used by the Licensee to conduct business. In addition the Licensee will continuously monitor sidewalks its establishment, attempt to dispatch any persons who are consuming alcohol in the area, and notify the Metropolitan Police Department if those persons fail to disperse.

16. The Licensee agrees to work with the community to resolve problems that brought to the attention of the Licensee. Specifically the Licensee agrees to respond to any written complaint that is received from ANC 8A and further agrees to document its reasonable efforts to respond to such written complaint.

17. The Licensee agrees and assures that all of its employees will adhere to the provisions of this agreement, particularly with respect to the sale of alcoholic beverages and tobacco products in any form.

18. The Licensee agrees to have a copy of this Settlement Agreement available upon request at the location of the business.

19. In the event any provision of this Settlement Agreement is deemed to be void, invalid or unenforceable that provisions shall be served from the remainder of this Settlement Agreement so as not to cause the invalidity or unenforceability of the remainder of this Settlement Agreement. All remaining provisions of this Settlement Agreement shall then continue in full force and effect. If any provision shall be deemed invalid to scope or breadth permitted by law.

20. This agreement may be modified, superseded or void only upon the written and signed agreement of all parties. Further, the physical destruction or loss of this document shall not be constructed as a modification or termination of the Settlement Agreement contained herein.

21. Each party acknowledges that he/she has had an adequate opportunity to read fully consider the terms of this Settlement Agreement. The terms and conditions of this entire Settlement Agreement are agreed and understood by the Licensee and the community of ANC 8A. The Licensee may unilaterally terminate as permitted by the DC Official Code.

22. The Licensee is assured that the provisions of this agreement will be offered to other members of the Ward 8A Business Community (gas stations, deli's, vendors and Liquor Stores).

23. The Licensee acknowledges the provisions of this Settlement Agreement will be fully enforced by the effective date.

24. The Licensee will store and refrigerate all beer, wine and other alcoholic beverages on a separate aisle from all other groceries within the establishment.

The provisions of this Settlement Agreement shall become part of the conditions of the ABC license and shall remain in force for the duration of renewal period of the license. Violation of this Settlement Agreement by the Licensee or the Licensee's failure to implement measures called for in the Settlement Agreement shall be considered just cause for the ABC board to initiate a

show cause hearing upon evidence that a licensee has violated the Settlement Agreement. Upon a determination that the licensee has violated the Settlement Agreement, the board shall penalize the Licensee according to the provisions set forth for violations of a license in Chapter S of the D.C. Official Code,

Good Hope Deli Licensee's Name

JUNE 16, 2015
Date

ANC 8A Name (Print)

Barbara Clark
ANC 8A (Signature)

Notwithstanding anything to the contrary herein, Licensee shall use reasonable efforts to control litter, keep the property clean, maintain signs and placards as required, and monitor activities around the property as more fully set forth in Sections 4, 5, 6, 9, 11, 16, and 17. ANC 8A may file a complaint with the Board alleging a violation of the Settlement Agreement. ANC 8A agrees to provide written notice to Licensee and the opportunity to correct same to initiating a "show cause" hearing for such violation; provide however that no more than two notices shall be required in any 12 month period and, provide further that no other notice shall be deemed necessary for subsequent willful violations.

Licensee's Signature

[Signature] June 16, 2015 Date

Licensee's Trade Name

S&A Deli in Co.