

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

In the Matter of:

Noble Convenience, LLC
t/a Noble Convenience and Tobacco

Applicant for a New
Retailer's Class A License

at premises
1305 H Street, NE
Washington, D.C. 20002

License No.: ABRA-122919
Order No.: 2023-024

Noble Convenience, LLC, t/a Noble Convenience and Tobacco, Applicant

Erin Sullivan, on behalf of Advisory Neighborhood Commission (ANC) 6A ABL Committee

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

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Noble Convenience, LLC, t/a Noble Convenience and Tobacco (Applicant), Applicant for a new Retailer's Class A License and ANC 6A have entered into a Settlement Agreement (Agreement), dated December 12, 2022, 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 Erin Sullivan, on behalf of ANC 6A, are signatories to the Agreement.

Accordingly, it is this 11th day of January 2023, **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; and
2. Copies of this Order shall be sent to the Applicant and ANC 6A.

District of Columbia
Alcoholic Beverage Control Board

eSigned via Seamedocs.com
Donovan Anderson
Key: ac452b065895f09e4d730093d1cccc8

Donovan Anderson, Chairperson

eSigned via Seamedocs.com
James Short
Key: 547ac9737b203e6cc8e1e3325a2049e2

James Short, Member

eSigned via Seamedocs.com
Bobby Cato
Key: 2ab83fca7b6146d1f6a75bd7917a20f8

Bobby Cato, Member

eSigned via Seamedocs.com
Rafi Aliya Crockett, Member
Key: 2565ed1845e1f0e491e12e5e12f81e0f

Rafi Crockett, Member

eSigned via Seamedocs.com
Jeni Hansen, Member
Key: 827209c57044743e1f09c248180f

Jeni Hansen, Member

eSigned via Seamedocs.com
Edward Grandis, Member
Key: 5c27fda7f89f040ee14a4eb52541ce5

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).



Made this _____ day of December, 2022

by and between

Noble Convenience, LLC t/a Noble Convenience and Tobacco (ABRA-122919)
1305 H St, 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 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 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 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, 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."

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:
 - 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, 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.

Settlement Agreement between Noble Convenience and Tobacco and ANC6A

- c. Depositing trash, garbage, and recycling only in authorized 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. 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 bring an open container of an alcoholic beverage into the establishment from outside sources, nor shall exit 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 criminal activity on or in front of the establishment premises, to include:
 - i. Calling appropriate emergency services if illegal activity is observed;
 - ii. Keeping a written record of dates and times (a "call log") when emergency services are called for assistance; and
 - iii. 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 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.
- 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.

1. 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.
4. **Cooperation with ANC 6A.** 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.
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 § 25-446 or as required by District law.
6. **Miscellaneous.**
 - a. Applicant shall retain a copy of this Settlement Agreement in the establishment 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.
 - 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.
 - 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.
 - c. This Settlement 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.

Applicant:

By: BEKELE G DESSIE Date: 11/30/22

Signature: 

Advisory Neighborhood Commission 6A Representative:

By: Erin Sullivan, chair, ABL Committee ANC 6A Date: 12/12/2022

Signature: 