

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

In the Matter of:

Wade Road, Inc.
t/a Charles Corner

Application to Renew a
Retailer's Class B License

at premises
2600 Wade Road, S.E.
Washington, D.C. 20020

Case No.: 20-PRO-00055
License No.: ABRA-094783
Order No.: 2021-232

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

ALSO PRESENT: Wade Road, Inc., t/a Charles Corner, Applicant

Chrissie Chang, Representative, on behalf of the Applicant

Salim Adofu, Commissioner, Advisory Neighborhood Commission
(ANC) 8C, Protestant

ORDER APPROVING SETTLEMENT AGREEMENT

The above-mentioned Applicant and Advisory Neighborhood Commission (ANC) 6C entered into a settlement agreement to resolve the protest regarding the Applicant's renewal application, which was executed by the parties on April 21, 2021.

Therefore, the Board on this 28th day of April 2021, pursuant to D.C. Official Code § 25-446, hereby **APPROVES** settlement agreement. The protest in this matter is hereby withdrawn and cancelled. The settlement agreement shall be incorporated into this Order and govern the operation of the Applicant's establishment. A copy of this Order shall be sent to the parties.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: a24c28a667045f8ec46726093d1dce76

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 3472e3728229e6e801d3325d22d4e77

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 2b5d0fca00a14507d678a0781102911

Bobby Cato, Member

Rema Wahabzadah, Member

eSigned via SeamlessDocs.com
Rema Wahabzadah, Member
Key: b520a91845a170e401d13b05c12181c7

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Rafi Crockett, Member
Key: 82172901c505447491b526e7a41d17

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 5027bda7f1f10040ec14adeb52541ce7

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 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 21st day of April, 2021, by and between Wade Road Inc. ("Applicant") and Advisory Neighborhood Commission 8C ("ANC 8C").

- (a) Applicant has applied for a Retailer Class B License (the "License") for a business establishment ("Establishment") located at 2600 Wade Road SE, Washington, DC (the "Premises"); and,
- (b) Applicant desires to cooperate with the ANC in order to mitigate concerns related to the potential impact of operation of the Establishment on the surrounding community; and,
- (c) In lieu of contested protest proceedings regarding the application for the License, the Parties wish to enter into a Settlement Agreement pursuant to D.C. Official Code § 25-446 to address such concerns:

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, 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 will manage and operate a Class B Retail Grocery. Any change from this model shall require prior approval by the ABC Board.
3. Hours of Operation. It is understood that upon expiration of the below hours of operation, no patron may remain on the interior or exterior of the Premises. Applicant's hours will not exceed the following:
 - a. Standard hours shall be no later than:
 - Sunday: 8am to 10:00 pm
 - Monday – Friday: 7am to 10:00 pm
 - Saturday: 8am to 10 apm
4. Public Space and Trash. Applicant shall keep the sidewalk (up to and including the curb), tree boxes and alley free of litter, bottles, chewing gum, trash, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas daily for refuse and other materials. Applicant shall power wash outdoor areas

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where trash, recyclable materials, and grease are stored a minimum of one time per month.

5. Trash and Recycling. Applicant will contract with a trash and recycling contractor to provide sealable container(s) for trash, food waste, and recycling designed to prevent rodent intrusion, and further agrees to keep the containers closed and sealed at all times when waste is not being disposed. Applicant further agrees to hold all trash, food waste, and recycling within the building until the morning of the scheduled pick-up. The Applicant shall require its trash and recycling contractors to pick up trash and materials not earlier than 7:00 a.m. Applicant's employees shall not dispose of bottles or glass into trash containers or dumpsters in a manner which creates noise audible outside of the premises after 10:00 p.m.

6. Rat and Vermin Control. Applicant will maintain a contract with a professional, licensed rat, pest, and vermin control company to provide for routine control for the interior and exterior of the premises as needed to control pests. Applicant shall contract with a licensed exterminator to inspect the Establishment a minimum of ONE (1) time per quarter and shall maintain recommended pest control measures.

7. Patrons. Applicant shall take reasonable steps to prevent its patrons from causing noise or disturbances in front of, or immediately adjacent to, the Establishment during the hours of operation and as they depart at closing.

8. Complaint Log. The Establishment will prominently feature the name and contact information for an individual to which any comments about the operation of the establishment may be addressed. The Applicant shall maintain a log for every complaint lodged with the establishment for any issue relating to this Agreement, including, but not limited to, complaints of noise, security, trash, rodents, violence, crime, and/or operating hours. The log shall include, for each separate complaint, to the extent provided by any such complainant, the name of the complainant, the date of the complaint, any contact information provided by the complainant, the nature of the complaint, and the response taken by the Applicant or the Establishment. Every complaint shall be kept on file in the complaint log for a minimum of three years from the date on which the complaint was made. Applicant shall make the complaint log available to the Board for inspection and copying upon reasonable advance request.

9. Agreement Available Upon Demand. A copy of this Agreement shall be kept on the premises and made available to law enforcement officers and Alcoholic Beverage Regulatory Administration inspectors immediately upon request.

10. Compliance with ABRA Regulations. Applicant shall abide by applicable Alcoholic Beverage Administration (ABRA) regulations regarding ownership of the License.

11. Participation in the Community. Applicant is encouraged to send a representative from time to time to meetings of the ABRA Committee of ANC 8C. Participation in such meetings promotes open lines of communication, neighborhood involvement, and awareness of current ABRA issues.

12. Security Cooperation In Stemming Illegal Drugs and Public Drinking.

- a. Applicant agrees that it shall take all necessary steps to minimize such problems including, without limitation designating a sufficient number of employees to assure adequate security and to control unruly patrons, whether inside or in the immediate area outside; monitoring for and prohibiting sales or use of illegal drugs within or about the premises, maintaining contact and cooperating with the Metropolitan Police Department (MPD) and other law enforcement officials when known or suspected drug activities occur. Applicant shall to the fullest extent permissible by law discourage loitering in the vicinity of the premises. Applicant shall to the fullest extent permissible by law discourage smoking in the vicinity of the premises.
- b. Applicant will maintain in working order at all times security cameras that cover the interior of the store and the sidewalk of the property and adjoining property. The footage from these cameras shall be kept for at least five (5) days and be made available within 48 hours easily and quickly to MPD, ABRA, and ANC upon request.
- c. Applicant shall ensure that (1) The cameras utilized by the establishment are operational; (2) Any footage of a crime of violence or a crime involving a gun is maintained for a minimum of 5 days and (3) The security footage is made available within 48 hours upon request of ABRA or MPD.

13. Personnel

- a. All staff employed by the Applicant shall be certified as having completed an "Alcohol Awareness Training" program recognized by the ABRA.
- b. All employees of the Establishment shall be trained in the requirements of this Settlement Agreement at the time they begin their employment at the Establishment and at least ONE (1) time per year thereafter. Employees will be made aware of any material changes at the time they are approved by ABRA

14. License Ownership.

Applicant agrees not to transfer or sell the license to any other entity before obtaining approval from the Alcohol Beverage Control Board. Applicant agrees to specifically notify any prospective transferee[AGI] of the existence of this Agreement and to provide them with a copy.

15. Binding Effect. This Agreement shall be binding upon and enforceable against the successors of the Applicant.

16. Notice and Opportunity to Cure. In the event that either party believes that the other materially breached any obligations under this Agreement, such party shall give written notice to the other of the existence of the breach and the specific nature thereof. The party alleged to be in breach shall have fourteen (14) days . If the breach is not cured within the notice period—or, with respect to a breach which reasonably requires more than fourteen (14) days to cure, efforts to cure the breach have not been commenced—failure should constitute cause for the ANC to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(e) in order to enforce the provisions of the Agreement. In the case of a continuing violation, no notice or opportunity to cure need be provided for subsequent violations of this Agreement, following the initial provision of notice. Any notices required to be made under this Agreement shall be in writing and sent either via e-mail or U.S. mail, postage prepaid, to the parties to this Agreement at the addresses below. Notice shall be deemed given as of the time of receipt or refusal of receipt.

17. This Agreement represents the entire agreements between the parties. All prior negotiations and agreements between the parties are incorporated and merged herein.

If to Applicant: Wade Road Inc.
2600 Wade Road SE. Washington, DC

If to the ANC: Advisory Neighborhood Commission 8C
2730 Martin Luther King Jr. Ave SE
Washington DC 20032

Either party may change its notice address by written notice to the other. Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

ADVISORY NEIGHBORHOOD COMMISSION 8C

By: Salim Adofo
Salim Adofo
Chairman

APPLICANT

By: [Signature]
Signatory

[AGI]Requested by ABRA