

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

In the Matter of:

Giant of Maryland, LLC
t/a Giant #2381

Application for Renewal of a
Retailer's Class B License

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

Case No.: 17-PRO-00071
License No.: ABRA-091952
Order No.: 2018-248

Giant of Maryland, LLC, t/a Giant #2381 (Applicant)

Chris Miller, Commissioner, Advisory Neighborhood Commission (ANC) 6C

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member
Donald Isaac, Sr., Member
Bobby Cato, Member
Rema Wahabzadah, Member

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF ANC 6C'S PROTEST**

The Application filed by Giant of Maryland, LLC, t/a Giant #2381, 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 December 4, 2017, and a Protest Status Hearing on January 24, 2018, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 6C entered into a Settlement Agreement (Agreement), dated April 18, 2018, 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 Commissioner Chris Miller, on behalf of ANC 6C, are signatories to the Agreement.

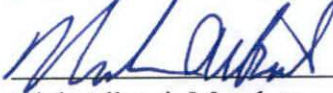
This Agreement constitutes a withdrawal of the Protest filed by ANC 6C of this Application.

Accordingly, it is this 25th day of April, 2018, **ORDERED** that:

1. The Application filed by Giant of Maryland, LLC, t/a Giant #2381, for renewal of its Retailer's Class B License, located at 300 H Street, NE, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 6C in this matter is hereby **WITHDRAWN**;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; and
4. Copies of this Order shall be sent to the Applicant and ANC 6C.

District of Columbia
Alcoholic Beverage Control Board

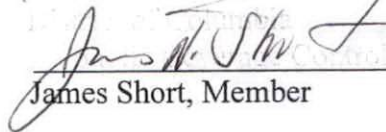
Donovan Anderson, Chairperson



Nick Alberti, Member



Mike Silverstein, Member



James Short, Member

Donald Isaac, Sr., Member



Bobby Cato, Member

Rema Wahabzadah, 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 18th day of April, 2018 by and between Giant of Maryland, LLC ("Applicant") t/a Giant Food 2381, at 300 H Street, N.E., Washington, DC 20002 ABRA License # 091952 and Advisory Neighborhood Commission 6C (the "ANC"), (collectively, the "Parties").

PREAMBLE

Through this Agreement both parties aim to create an environment in which the Applicant may operate as a viable contributing establishment in the ANC 6C community.

WITNESSETH

WHEREAS, Applicant has applied to renew its License Class B for a full-service grocery store, at 300 H Street, NE, Washington, DC 20002 (the "Premises");

WHEREAS, the ANC has concerns regarding the granting of this application;

WHEREAS, the Applicant is encouraged to work regularly with ANC 6C and its representatives, other neighborhood organizations, and residents to ensure that the business operations facilitate the enjoyment of the surrounding neighborhood;

WHEREAS, in recognition of the Alcoholic Beverage Control Board's (the "ABC Board") policy of encouraging parties to a potentially contested proceeding to settle their differences by reaching voluntary agreements, by their signatures below, the parties hereto desire to enter into a Settlement Agreement whereby (1) Applicant will agree to adopt certain measures to address ANC's concerns and to include this Agreement as a formal condition of its application, and (2) ANC will agree to the issuance of the renewal license provided that such an agreement is incorporated into the ABC Board's order issuing the license, which license is conditioned upon compliance with this Agreement;

WHEREAS, the Parties believe that the statements and provisions contained in this Agreement are reasonable and shall become wholly integrated into the day-to-day operation of the Establishment; and

WHEREAS, the Parties have agreed to enter into this Agreement and request that the ABC Board approve the Applicant's license application conditioned upon the Applicant's compliance with the terms of this written Agreement.

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. **Deliveries.** Applicant will endeavor to provide that its trucks and those of its vendors make all deliveries of non-perishable food, beverages, and supplies between the hours of 7:00 A.M. and 5:00 P.M. Monday-Saturday and 9:00 A.M.-5:00 P.M. on Sunday. Deliveries of fresh product (*i.e.*, perishable items) may occur between the hours of 5:00 P.M. and 9:00 P.M. Further, applicant will refuse deliveries attempted outside the hours stated above, provided that applicant may accept deliveries beyond the stated hours due to extraordinary conditions or events beyond the reasonable control of Applicant or its vendors, such as extreme weather conditions or municipal street closures.

No deliveries shall be received into the front entrance of the store on H Street other than U.S. mail and other correspondence hand delivered or delivered by overnight delivery services and pharmaceutical deliveries.

Applicant will instruct its non-perishable delivery vehicles and those of its vendors to not idle in the 800 Block of 3rd Street, N.E. However, the parties understand that delivery vehicles carrying perishable goods must continue to run engines for refrigeration purposes and that tractors may need to idle to build up air brake pressure.

In scheduling deliveries, Applicant will assign—and in the case of third-party vendors, request—the smallest available and suitable vehicles, in order to avoid adverse traffic impacts on 3rd Street NE.

By means of circulation of the “Delivery Restrictions” memorandum attached hereto, Applicant will make its vendors (and its own drivers) aware of all of the foregoing rules and restrictions.

3. **Parking.** At no time shall delivery drivers park or stand their vehicles on the public sidewalk between the loading bay door and the curb.

4. **Removal of Grease and Oils.** Applicant shall provide for the proper removal of grease and oils.

5. **Pest Control.** Applicant shall use commercially reasonable efforts to control pests and rodents.

6. **Trash Pick-Up.** Applicant shall require any trash contractor to pick-up trash only between the hours of 7:00 A.M. and 9:00 P.M.

7. **Construction of Agreement.** ~~Any reference to specific laws and regulations in this Agreement is meant for informational purposes only. ANC 6C does not intend for a violation of any DC law or regulation to also be considered a violation of this Agreement.~~

8. **No Protest.** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, and in reliance thereupon, the ANC shall withdraw its protest of the Applicant's pending license application.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

The ANC:

ADVISORY NEIGHBORHOOD COMMISSION 6C

By: 
Chris Miller, Commissioner 6C05

APPLICANT:

GIANT OF MARYLAND, LLC

By: 
Ira Kress, Senior Vice President



RE: Giant Store 2381 – 300 H Street, N.E.
TO: Our Vendors
FROM: Ira Kress, Senior Vice President Store Operations
DATE: April 23, 2018 *IK*
SUBJECT: Delivery restrictions

Giant Food very much values its relationships with its third-party vendors. Giant also values its relationships with its nearby residential neighbors, many of whom are Giant customers and purchasers of the products supplied by our third-party vendors. Unfortunately, at times Giant's need to keep Store 2381 well-stocked comes into conflict with the desire of our residential neighbors for a reasonable measure of tranquility.

In order to strike a balance between these competing concerns, Giant is imposing the following restrictions on third-party vendor delivery practices, effective immediately:

1. Except during extraordinary circumstances beyond the reasonable control of Giant or its vendors, such as extreme weather events or municipal street closures, Store 2381 will not accept deliveries other than between 7:00 a.m. and 5:00 p.m. Monday – Saturday, or other than between 9:00 a.m. and 5:00 p.m. Sundays, excepting for deliveries of perishable products, which may be delivered as late as 9:00 p.m. daily. Vendor delivery vehicles may not arrive on 3rd Street, N.E. prior to 7:00 a.m. Monday – Saturday or prior to 9:00 a.m. Sundays.
2. In no event may delivery vehicles, other than refrigerated vehicles containing perishables, idle in the 800 Block of 3rd Street, N.E. while waiting for loading dock space to become available. Giant will counsel drivers and/or vendors who fail to adhere to these requirements and take progressive corrective action to the extent necessary.
3. At no time shall delivery drivers park or stand their vehicles on the public sidewalk between the loading bay door and the curb.
4. Vendors are requested to utilize the smallest reasonably available vehicles for making deliveries to Store 2381.
5. Deliveries from third-party vendor vehicles known to be violating any of the foregoing restrictions could be refused for the balance of that day. When necessary, Giant will inform vendors who, under normal circumstances, attempt to deliver outside the hours of 7am-5pm that they are violating Giant's commitment to this community and instruct them to stop such behavior immediately. Giant will counsel drivers and/or vendors who fail to adhere to these requirements and take progressive corrective action to the extent necessary.
6. Giant has installed grocery Fly Over's over the grocery aisles to help minimize vendor deliveries and add additional vendor storage space. Please review space allotment with management at 2381.