

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

In the Matter of:)

Haben Liquors, Inc.)
t/a Spar Liquor)

Application for Renewal of a)
Retailer's Class A License)

at premises)
3916 South Capitol, SE)
Washington, D.C. 20032)

Case No.: 21-PRO-00085
License No.: ABRA-105207
Order No.: 2022-145

Haben Liquors, Inc., t/a Spar Liquor, Applicant

Salim Adofo, Chairperson, Advisory Neighborhood Commission (ANC) 8C, Protestant

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

**ORDER ON SETTLEMENT AGREEMENT
AND WITHDRAWAL OF ANC 8C'S PROTEST**

The Application filed by Haben Liquors, Inc., t/a Spar Liquor (Applicant), for Renewal of its Retailer's Class A License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on November 22, 2021, and a Protest Status Hearing on January 26, 2022, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Alcoholic Beverage Control Board (Board) reflect that the Applicant and ANC 8C have entered into a Settlement Agreement (Agreement), dated March 30, 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 Chairperson Salim Adofo, on behalf of ANC 8C, are signatories to the Agreement.

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

Accordingly, it is this 6th day of April 2022, **ORDERED** that:

1. The Application filed by Haben Liquors, Inc., t/a Spar Liquor, for renewal of its Retailer's Class A License, located at 3916 South Capitol, SE, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 8C in this matter is hereby **WITHDRAWN**;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 8C.

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this day March 30, 2022, by and between Spar Liquors ("Applicant") and Advisory Neighborhood Commission 8C ("ANC 8C").

- (a) Applicant has applied for a Retailer's Class A License (the "License") for a business establishment ("Establishment") located at 3916 S Capitol St SE, Washington, DC 20032 (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 A Retail Store. 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 - Thursday 8 am - 10 pm
 - Friday - Saturday: 8 am - 10 pm
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 adjacent to the store a minimum of one time per month. 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.

5. Signage. Spar Liquors will complete the posting of all external signage, including uniform signage with messages stating: (a) "NO LOITERING"; "NO SITTING"; "CUSTOMER PARKING ONLY"; (b) all exterior and window signage shall be professionally produced in clear English, including any COVID related signage; and (c) currently, the exterior door and glass are free and clear of markings, damage, signs and Spar Liquors Owner/Operator will make sure to keep it clean and transparent at all times.

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. Spar Liquors Owner/Operator will hire an onsite armed security officer. The armed security officer will work 2pm through closing Thursday, Friday and Saturday.
- c. 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 (30 days and be made available within 48 hours easily and quickly to MPD, ABRA, and ANC upon request.
- d. 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 30 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[AG1] 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: Spar Liquors
3916 S Capitol St SE, Washington, DC 20032
Washington DC 20032

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

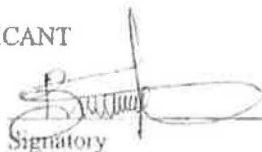
By:



Salim Adofo
Chairman

APPLICANT

By:



Signatory

[AG1]Requested by ABRA