

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

In the Matter of:)
)
BE2, LLC)
t/a Suburban Market)
)
Application for Renewal of a)
Retailer's Class B License)
)
at premises)
4600 Sheriff Road, NE)
Washington, D.C. 20019)
)

Case No.: 21-PRO-00009
License No.: ABRA-108109
Order No.: 2021-163

BE2, LLC, t/a Suburban Market, Applicant

Bernard Dietz, Counsel, on behalf of the Applicant

Antawan Holmes, Commissioner, on behalf of Advisory Neighborhood Commission (ANC) 7C, Protestant

Jemell Sanders, on behalf of Deanwood Citizens Association

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

**ORDER ON SETTLEMENT AGREEMENT
AND WITHDRAWAL OF ANC 7C'S PROTEST**

The Application filed by BE2, LLC, t/a Suburban Market (Applicant), for Renewal of its Retailer's Class B License, was protested by ANC 7C.

The official records of the Alcoholic Beverage Control Board (Board) reflect that the Applicant, ANC 7C, and Deanwood Citizens Association have entered into a Settlement Agreement (Agreement), dated March 8, 2021, 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; Commissioner Antawan Holmes, on behalf of ANC 7C; and Jemell Sanders, on behalf of Deanwood Citizens Association; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 7C of this Application.

Accordingly, it is this 31st day of March 2021, **ORDERED** that:

1. The Application filed by BE2, LLC, t/a Suburban Market, for renewal of its Retailer's Class B License, located at 4600 Sheriff Road, NE, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 7C in this matter is hereby **WITHDRAWN**;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 modifications:

Section 1 (Hours of Operation) – this Section shall be modified to read as follows:

- a. The hours of operation on the premise shall be:
 - i. Sunday through Saturday: 7:00 a.m. to 12:00 a.m.
- b. The hours of alcoholic beverage sales shall be:
 - i. Sunday through Saturday: 9:00 a.m. to 12:00 a.m.
 - ii. The Applicant agrees to submit a Change of Hours Application with ABRA changing its hours of sales and service to the following after the same hours go into effect for Suburban Liquors and Menick's Market:
 1. Sunday through Saturday: 11:30 a.m. to 12 a.m."

Section 6 (Participation in the Community) – The language " applicant will" shall be replaced with the language " applicant agrees to."

The parties have agreed to these modifications.

4. Copies of this Order shall be sent to the Applicant, ANC 7C and Jemell Sanders, on behalf of Deanwood Citizens Association.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: 612069259928564b720003102209

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 2479c372f205665r0d1032d42040c

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 256d3fca7d6e146d7f4675ba79176208

Bobby Cato, Member

Rema Wahabzadah, Member

eSigned via SeamlessDocs.com
Rafi Aliya Crockett, Member
Key: b560e91645e1f6e4016155e5c12B1c0

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 82172031f0500447403150f2c2441805

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward S. Grandis, Member
Key: 5027bda7f9f040cc14adeb52541ce5

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).

Advisory Neighborhood Commission 7C

SMD 7C01 – Patricia Malloy
SMD 7C04 – Anthony Green
SMD 7C07 – Antawan Holmes

SMD 7C02 – Yolanda Fields
SMD 7C05 – Mary Gaffney

SMD 7C03 – Vince Van
SMD 7C06 – Victoria Clark

SETTLEMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made on the 8th day of March 2021 by and between BE2 LLC t/a Suburban Market (the "Applicant") and Advisory Neighborhood Commission 7C ("Protestant" or "ANC7C"), (collectively, the "Parties").

PREAMBLE

Through this agreement, both Parties aim to create an environment whereby Applicant may operate as a viable contributing business to the ANC7C community, while concurrently curtailing any adverse effects a business such as Applicant's could have on the surrounding neighborhood. This agreement applies to a Class B liquor licenses that permit the retail sale of beer and wine for off-premises consumption. Applicant agrees to work regularly with ANC7C and the Deanwood Citizens Association (DCA), 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 business establishment.

WITNESSETH

WHEREAS, Applicant's has applied for a Retailer's Class "B" Liquor License (ABRA-108109) for a business establishment located at 4600 Sheriff RD NE Washington DC 20019 (the "Premises");

WHEREAS, the Parties desire to enter into an agreement governing certain requirements and understandings regarding the issuance of a Retailer's Class "B" Liquor License ("License") at the subject premises; and,

WHEREAS, the Parties wish to state their mutual intention and commitment to promote the success, peace, order, and quiet 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,

NOW, THEREFORE, The Parties agree as follows:

1. Hours of Operation:

- a. The hours of operation on the premise shall be:
 - i. Sunday thru Saturday: 7:00am to 12:00am
- b. The hours of alcoholic beverage sales shall be:
 - i. Sunday thru Saturday: 11:30am to 12:00am
 - ii. These hours will take effect when the same hours are put into effect for Suburban Liquors and Menick's Market in the Deanwood neighborhood

2. **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 conditions by:
- a. Picking up the trash, including beverage bottles and cans, and all other trash a minimum of twice -daily (immediately before business hours and once between 5:00 p.m. and 10:00 p.m.).
 - b. Maintaining regular trash and garbage removal service, regularly removing trash from the trash and dumpster area and seeing that the trash and dumpster area remain clean.
 - c. 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.
 - d. Assisting in maintenance of the curbs in front of the establishment to keep them free of trash, removing snow and ice from the sidewalk, and complying with all applicable D.C. laws and regulation in these respects.
3. **Signage/Loitering/Illegal Activity:**
- a. Applicant will not directly or indirectly sell or deliver alcohol to any intoxicated person, or to any person of intemperate habits, or to any person who appears to be intoxicated. A person of intemperate habits shall be defined as any person arrested or cited by the Metropolitan Police Department for any alcohol-related crime three times or more in any one year and who has been so identified to the licensee by the Metropolitan Police Department by giving a photo and name to the licensee.
 - b. Applicant shall post a notice kept in good repair and visible from point of entry a sign, which states:
 - i. The minimum age requirement for purchase of alcohol,
 - ii. The obligation of the patron to produce a valid identification document in order to purchase alcohol,
 - iii. Prohibitions against selling to minors,
 - iv. No panhandling, and
 - v. No loitering.
 - c. Applicant shall make every effort to prohibit and prevent loitering and criminal activity on or in front of the establishment premises, to include:
 - i. Posting a sign kept in good repair requesting customers to not contribute to panhandlers,
 - ii. Calling the Metropolitan Police Department if illegal activity is observed,
 - iii. Keeping a written record of dates and times (a "call log") when the MPD is called for assistance.
 - iv. Upon request of the Board, Applicant's call log shall be provided to the Board during meetings or hearings involving future renewals or contested proceedings involving Applicant's license.

- d. Total signage for alcohol and tobacco products in the front window shall be limited to 25% of the total window space available and increase signage for fresh food offerings.
- e. To the extent such lighting is not present on the exterior of the establishment, Applicant will install and maintain high-intensity floodlights on the exterior of its premises so as to fully light any abutting alleyway from dusk until dawn.
- f. Applicant will enroll in MPD Capital Shield camera monitoring program.

4. Fresh food and local product sales:

- a. Applicant commits to expand its offering of fresh foods such eggs, cheeses, milk and well as other fresh ingredients requested by the community.
- b. Applicant commits to expand the amount of fruits and vegetables available for purchase.
- c. Applicant commits to posting signs indicating fresh food and produce is available and building a website to increase business' visibility and market products and services.
- d. Applicant commits to stocking more vegan and healthy grocery fresh and dry goods.
- e. Applicant commits to make reasonable efforts to include fresh food items requested by residents.
- f. Applicant commits to sourcing products and services from Deanwood and Ward 7 businesses to the fullest extent possible.

- 5. Cooperation with ANC 7C and Deanwood Citizens Association:** Applicant agrees to work on resolving issues preventing Applicant from fulfilling its obligations under this Agreement with all of the following: the Single Member District (SMD), ANC Commissioner within whose boundaries the establishment is located, the Chair(s) of the ANC, and other Commissioners whose SMDs are adjacent to the location of the establishment.

6. Participation in the Community:

- a. Applicant will continue to participate in the Deanwood Main Streets program (currently implemented by Ward 7 Business Partnership).
- b. Applicant will continue to participate in the Deanwood Citizens Association.
- c. Applicant will operate in compliance with all applicable laws and regulations. Any reference to specific laws and regulations in this Settlement Agreement is meant for informational purposes only. ANC 7C does not intend for a violation of any DC law or regulation to also be considered a violation of this Settlement Agreement.

7. Notice and Opportunity to Cure:

- a. Applicant and ANC 7C agree to enter into this Agreement. If Applicant should breach the conditions of this Agreement, it is understood by all parties that ANC 7C and or the Deanwood Citizens Association may immediately file a complaint with the ABC Board, which will be investigated by ABRA's Enforcement Division,

and may subject Applicant to a Show Cause proceeding or any other penalty available to the Board under the law.

IN WITNESS WHEREOF, the Parties have affixed hereto their hands and seals.


Applicant:

By: Biniam Habitemichael Managing Member Date: 03/11/2021

Signature: 

Deanwood Citizens Association Representative:

By: JIMMEL L. SANDERS Date: 3/19/21

Signature: 

Advisory Neighborhood Commission 7C Representative:

By: Antawan Holmes Date: 3/19/21

Signature: 