

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

In the Matter of:)

T and A, LLC)
t/a Montana Liquors)

Holder of a)
Retailer's Class A License)

at premises)
710 H Street, NE)
Washington, D.C. 20002)

License No.: ABRA-097473
Order No.: 2019-696

T and A, LLC, t/a Montana Liquors, Licensee

Jay Williams, Co-Chair, Advisory Neighborhood Commission (ANC) 6A ABL Committee

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Bobby Cato, Member
Rema Wahabzadah, Member
Rafi Crockett, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that T and A, LLC, t/a Montana Liquors (Licensee), and ANC 6A have entered into a Settlement Agreement (Agreement), dated September 12, 2019, that governs the operations of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Jay Williams, on behalf of ANC 6A, are signatories to the Agreement.

Accordingly, it is this 23rd day of October, 2019, **ORDERED** that:

1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

Subsection 6(c) (Miscellaneous) – The term “will” shall be replaced with the language “agrees to.”

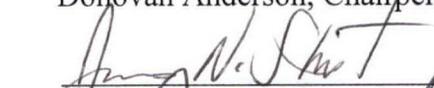
The parties have agreed to this modification.

2. Copies of this Order shall be sent to the Licensee and ANC 6A.

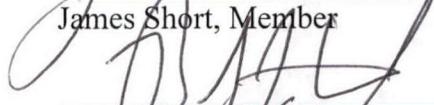
District of Columbia
Alcoholic Beverage Control Board



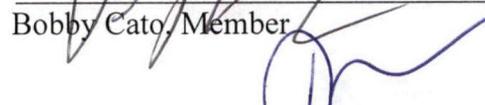
Donovan Anderson, Chairperson



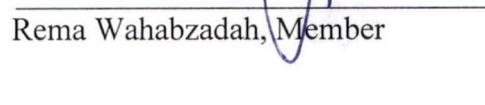
James Short, Member



Bobby Cato, Member



Rema Wahabzadah, Member



Rafi Crockett, 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).



Made this 12th day of September, 2019

by and between

T and A, LLC t/a Montana Liquors (ABRA # 097473)
710 H Street 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 to the ANC 6A community, while concurrently curtailing any adverse effects a business such as Applicant's could have on the surrounding neighborhood. This agreement applies to Class A liquor licenses that permit the retail sale of beer, wine, and spirits for off-premises consumption; and Class B liquor licenses that permit the retail sale of beer and wine for off-premises consumption.

Applicant agrees 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 business 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 Retailer's 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, 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.

The Parties Agree As Follows:

- 1. Requirements for Sale/Provision of Single Containers of Alcoholic Beverages.**
 - a. Applicant shall not sell, give, offer, expose for sale, or deliver an individual container of beer, malt liquor, or ale in single containers of alcohol of 70 ounces or less.
 - b. Applicant shall only sell, give, offer, expose for sale, or deliver beer, malt liquor, or ale containers of 70 ounces or less with multiple-container packaging supplied by the manufacturers of four or more individual containers (example: 4-packs, 6-packs, 12-pack cases, etc.).
 - c. Applicant shall not sell, give, offer, expose for sale, or deliver an individual container of wine or

Settlement Agreement between Montana Liquors and ANC6A

fortified wine in a single container with a capacity of less than 750 ml.

2. Ban on Sale/Provision of Other Items.

- a. **Single Cigarettes:**
 - i. Applicant shall not sell, give, offer, expose for sale, or deliver individual single cigarettes.
- b. **"Go-cups":**
 - i. Applicant shall not sell, give, offer, expose for sale, or deliver "go-cups" or servings of plain ice in a cup.
 - ii. Per the Alcoholic Beverage regulations, a "go-cup" is defined as: "a drinking utensil provided at no charge or a nominal charge to a customer for the purpose of consuming alcoholic beverages off the premises of an establishment."
- c. **Products associated with illegal drug activity:**
 - i. Applicant shall not sell, give, offer, expose for sale, or deliver products associated with illegal drug activity.
 - ii. These items are defined as cigarette rolling papers, pipes, needles, small bags, or any other items that may be regarded as drug paraphernalia.

3. 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 8:00 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.
- e. Promptly removing graffiti written on the exterior walls of the property. Promptly is defined as within two (2) weeks of graffiti's appearance.
- f. Requiring the owner and employees not to park on public space between the building and the curb.
- g. Not locating trash bins, chairs, tables, or other equipment on public space without a valid space permit.

4. 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:

Settlement Agreement between Montana Liquors and ANC6A

- 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.
 - 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.
5. **Cooperation with ANC 6A.** 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 ABL Committee, and other Commissioners whose SMDs are adjacent to the location of the establishment.
6. **Miscellaneous.**
 - a. Applicant shall not support the installation of pay phones outside of the establishment on its property. Applicant shall have existing pay phones (if any) removed from their exterior of the establishment at the end of the current contract.
 - b. Applicant shall complete an alcoholic beverage server training course.
 - c. Applicant will participate in a Business Improvement District program if one exists.
 - d. 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.
7. **Enforcement.**
 - a. Applicant and ANC 6A agree to enter into this Agreement. If Applicant should breach the conditions of this Agreement, it is understood by all parties that ANC 6A and/or its committees 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.

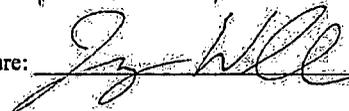
Applicant:

By: Ayinades G. mambo Date: 09/09/19

Signature: 

Advisory Neighborhood Commission 6A Representative:

By: Jay Williams, Co-Chair, ANC 6A All-City Date: 9/12/19

Signature: 

Revised 06/09/14