

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

In the Matter of:

TGW Convenience Store, LLC
t/a A & S Grocery

Application for Substantial Change
(Class Change)
to Retailer's Class A License

at premises
4748 Sheriff Road, NE
Washington, D.C. 20019

Case No.: 21-PRO-00047
License No.: ABRA-101367
Order No.: 2021-868

TGW Convenience Store, LLC, t/a A & S Grocery, Applicant

Antawan Holmes, Chairperson, Advisory Neighborhood Commission (ANC) 7C,
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 7C'S PROTEST**

The Application filed by TGW Convenience Store, LLC, t/a A & S Grocery (Applicant), for a Substantial Change to change its Class from a Retailer's Class B License to a Retailer's Class A License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on July 12, 2021, and a Protest Status Hearing on August 18, 2021, 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 7C entered into a Settlement Agreement (Agreement), dated November 15, 2021, 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 Antawan Holmes, on behalf of ANC 7C, are signatories to the Agreement.

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

Accordingly, it is this 1st day of December 2021, **ORDERED** that:

1. The Application filed by TGW Convenience Store, LLC, t/a A & S Grocery, for a Substantial Change to its now Retailer's Class A License, located at 4748 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 The Protest of ANC 7C in this matter is hereby **WITHDRAWN**;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:

Subsection 3(a) (Signature/Loitering/Illegal Activity) – The second sentence shall be removed.

Subsection 5(e) (Participation in the Community) – The language "Applicant will continue to participate in the Deanwood Main Streets program (currently implemented by the Ward 7 Business Partnership)" shall be replaced with the language "Applicant is encouraged to participate in the Deanwood Main Streets program (currently implemented by the Ward 7 Business Partnership) so long as it is ongoing."

The parties have agreed to these modifications.

4. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage Control Board

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Donovan Anderson
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Donovan Anderson, Chairperson

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James Short
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James Short, Member

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Bobby Cato
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Bobby Cato, Member

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Rafi Aliya Crockett, Member
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Rafi Crockett, Member

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Jeni Hansen, Member
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Jeni Hansen, Member

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Edward Grandis, Member
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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 15th day of November 2021 by and between TGW Convenience Store, LLC t/a A & S Grocery (the "Applicant"), and Advisory Neighborhood Commission 7C ("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 A liquor licenses that permit the retail sale of beer, wine, and liquor for off-premises consumption. Applicant agrees to work regularly with ANC7C 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 has applied for a Retailer's Class "A" Liquor License (ABRA-101367) for a business establishment located at 4748 Sheriff Road 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 "A" 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 7AM to 9PM
- b) The hours of alcoholic beverage sales shall be:
 - i) Sunday thru Saturday 7AM to 9PM

- 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 weekly trash and garbage removal service, 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.
 - v) Applicant agrees to work with designated MPD personnel and the DC Office of the Attorney General (OAG) to issue barring notices to problem individuals as needed and submit copies of all barring notices to MPD and OAG within one (1) week of issuance.
 - vi) Not selling or providing drug paraphernalia, including cigarette rolling papers, pipes, needles, small bags, or any other items that may be regarded as drug paraphernalia.
- 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 and local product offerings.
- e) Applicant agrees to replace all existing lights and to install and maintain new high-intensity LED floodlights on the exterior of its premises to improve visibility.
- f) Applicant will enroll in MPD Capital Shield camera monitoring program.
- g) Applicant agrees to not sell, give, offer, expose for sale, or deliver "go-cups" or servings of plain ice in a cup. 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."

- h) Applicant agrees to post signs and notify customers to seek legal parking on the street and avoid illegal parking in front of store sidewalk and alleyway.
- i) Applicant agrees to work with landlord to allow patrons access to parking lot that is adjacent to the store.
- j) Applicant agrees to install bulletin board at entrance of store to allow community/patron postings
- k) Applicant agrees to remove all excessive vegetation on the back and side of its building

3. Fresh food and local product sales:

- a) Applicant commits to make reasonable efforts to offer products aside from alcohol.
- b) Applicant commits to make reasonable efforts to offer fruits and vegetables available for purchase.
- c) Applicant commits to posting signs indicating fresh food and products are available and building a website to increase business' visibility and market products and services.
- d) Applicant commits to make reasonable efforts to include fresh food items requested by residents.
- e) Applicant commits to sourcing products and services from Deanwood and Ward 7 businesses to the fullest extent possible.

4. 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 Deanwood Citizens Association, 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.

5. Participation in the Community:

- a) Applicant will make efforts to participate in the Deanwood Citizens Association.
- b) Applicant will make efforts to participate with ANC7C.
- c) Applicant will make efforts to participate in monthly MPD 6D CAC meetings
- d) Applicant will make efforts to participate in monthly MPD PSA 602/608 meetings
- e) Applicant will continue to participate in the Deanwood Main Streets program (currently implemented by Ward 7 Business Partnership).
- f) Applicant will maintain "Clean Hands" status with OTR to allow for improvement grants awarded by DSLBD through the Ward 7 Business Partnership
- g) Applicant will create a business website and business email address to address customer correspondence and will post information onsite
- h) Applicant will implement Wi-Fi to provide customer Internet access
- i) Applicant will implement Contactless Payment (Apple Pay, Google Pay, Samsung Pay, etc.) to increase customer payment options
- j) Applicant will remove plastic partitions once public health emergency is over in order to create welcoming business environment for the community.
- k) 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. The parties do not intend for a violation of any DC law or regulation to also be considered a violation of this Settlement Agreement.

6. Notice and Opportunity to Cure:

The parties agree to enter into this Agreement. If Applicant should breach the conditions of this Agreement, it is understood by all parties that the Advisory Neighborhood Commission 7C 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: _____ Date: _____

Signature: _____

Advisory Neighborhood Commission 7C Representative:

By: Antawan Holmes Date: 11/15/2021

Signature: Antawan E Holmes

6. Notice and Opportunity to Cure:

The parties agree to enter into this Agreement. If Applicant should breach the conditions of this Agreement, it is understood by all parties that the Advisory Neighborhood Commission 7C 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: Thomas Wayne Date: 11/16/2021

Signature: [Signature]

Advisory Neighborhood Commission 7C Representative:

By: Antaw Date: 11/15/2021

Signature: [Signature]