

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE AND CANNABIS BOARD**

In the Matter of:)
)
Aldi Inc. (Maryland))
t/a Aldi #179)
)
Applicant for a New)
Retailer’s Class B License)
)
at premises)
5300 South Dakota Avenue, NE)
Washington, D.C. 20011)
)

Case No.: 24-PRO-00089
License No.: ABRA-127377
Order No.: 2024-615

Aldi Inc. (Maryland), t/a Aldi #179, Applicant

Matthew Minora, Counsel, on behalf of the Applicant

Shelah Bocoum, Designated Representative, on behalf of a Group of Five or More Individuals,
Protestant

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Silas Grant, Jr., Member

**ORDER ON SETTLEMENT AGREEMENT AND WITHDRAWAL OF
THE GROUP OF FIVE OR MORE INDIVIDUALS’ PROTEST**

The Application filed by Aldi Inc. (Maryland), t/a Aldi #179 (Applicant), for a New Retailer’s Class B License, having been protested, came before the Alcoholic Beverage and Cannabis Board (Board) for a Roll Call Hearing on August 12, 2024, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and the Group of Five or More Individuals entered into a Settlement Agreement (Agreement), dated August 29, 2024, 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 Shelah Bocoum, on behalf of the Group of Five or More Individuals, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by the Group of Five or More Individuals of this Application.

Accordingly, it is this 4th day of September 2024, **ORDERED** that:

1. The Application filed by Aldi Inc. (Maryland), t/a Aldi #179, for a New Retailer's Class B License, located at 5300 South Dakota Avenue, NE, Washington, D.C., is **GRANTED**;
2. The Protest of the Group of Five or More Individuals in this matter is hereby **WITHDRAWN**;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 Parties.

District of Columbia
Alcoholic Beverage and Cannabis Board

eSigned via SeamlessDocx.com
Donovan Anderson
Key: ac432b99b59d5f0e4b730693d1dccc8

Donovan Anderson, Chairperson

eSigned via SeamlessDocx.com
James Short
Key: 54f7a9373f920de6ac8e1b332d22949e

James Short, Member



Silas Grant, Jr., Member

Pursuant to D.C. Official Code § 25-433(d)(1) (applicable to alcohol matters) or 22-C DCMR § 9720 (applicable to medical cannabis matters), 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 and Cannabis 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 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 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 BETWEEN ALDI INC. (MARYLAND) AND ANC 5A RESIDENT NEIGHBORS

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 29th day of August 2024 by and between Aldi Inc. (Maryland) ("Applicant") and Shelagh Bocoum, James Colten, Deaon Natalie Laverne Leach, Cynthia Diane Lowe, and Michael Marriott, all of whom are ANC 5A RESIDENT **NEIGHBORS** ("Protestants"), also referred to collectively as the "Parties."

WHEREAS, Applicant has applied for a Retailer's Class B Full-Service Grocery Store ABC license (ABRA-127377) with Tasting Permit ("License") at 5300 South Dakota Ave., NE, Washington, DC 20011 ("Premises");

WHEREAS, Protestants filed a protest against Applicant's License application on the grounds of peace, order, and quiet; pedestrian safety; and residential parking needs;

WHEREAS, Protestants designated Shelagh Bocoum as their representative in protest proceedings and settlement agreement negotiations and has the authority to sign this Agreement on behalf of Protestants;

WHEREAS, Parties wish to enter into this Settlement Agreement ("Agreement") pursuant to DC Official Code §25-446 to address concerns related to Applicant's operations on the surrounding community and to eliminate the need for a Protest Hearing regarding the License application;

WHEREAS, Parties request that the Alcoholic Beverage & Cannabis Board ("ABC Board") approve the Applicant's License application conditioned upon Applicant's compliance with the terms of this Agreement; and

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. **Hours of operation.** The Applicant shall refrain from the sale of alcoholic beverages before 8:00 AM and after 9:00 PM.
3. **Trash and odors:**
 - a. Applicant shall maintain trash, garbage, and recycling material in the trash room located within the building provided by the landlord so long as such facilities are made available for use by the landlord.
 - b. Applicant shall schedule adequate routine trash and refuse pick up to prevent overflow of garbage and refuse from its designated trash room.

4. Rat and vermin control. Pursuant to trash mitigation steps listed earlier in this settlement agreement, Applicant agrees to monthly inspect immediate environs and to take reasonable measures to keep the area free of potential attractions for rodents, pests, and other vermin.

5. Sales to intoxicated people:

- a. Applicant shall refrain from the sale of alcoholic beverages to visibly intoxicated individuals.
- b. Applicant shall take reasonable steps to discourage alcohol consumption in the immediate vicinity of the Premises, outside of organized tasting activities.

6. Patron Parking. As provided in the Applicant's lease, and so long as patron parking and validation services are provided by the landlord, patrons shall have a minimum of 60 minutes of free validated parking provided by the Applicant's landlord. Patrons who drive shall be directed to be respectful of pedestrian and bike traffic, and not park outside of designated spaces.

7. Deliveries. Applicant shall encourage all delivery vendors to use its designated loading dock. Applicant shall not knowingly accept deliveries from delivery vendors parked illegally, including those blocking premises-adjacent bike lanes.

8. Communication with ANC. Applicant is encouraged to maintain communication with the Advisory Neighborhood Commission 5A regarding customers or delivery vendors illegally parking and/or stopping and to send a representative to ANC meetings from time to time.

9. Binding effect:

- a. This Agreement shall be binding upon and enforceable against any successors of the parties. Applicant agrees to specifically notify any prospective subsequent license holder of the existence of this Agreement and to provide them with a copy.
- b. This Agreement may be modified, and such modification may be implemented by mutual agreement of the parties in writing and the subsequent approval by the Alcoholic Beverage & Cannabis ("ABC") Board as required by District law.

10. Incorporation into license. The provisions of this Agreement shall become part of the conditions of the Applicant's License in this matter and shall remain in force upon renewal or transfer of said License.

11. Notice & Opportunity to Cure. In the event that either party believes the other has materially breached any obligations under the Agreement, such party shall give written notice to the other of the existence and specific nature of the breach. The party alleged to be in breach shall have fourteen (14) days to cure the alleged breach. 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 shall constitute

cause for the ANC to file a complaint with the ABC Board pursuant to District law to enforce the Agreement. 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.

If to Applicant:
Aldi Inc. (Maryland)
8751 Gas House Pike
Frederick, MD 21701

If to Protestants:
Shelagh Bocoum
755 Faraday Place, NE
Washington, DC 20017
Shelagh755@gmail.com

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.

12. Other laws. The Parties further stipulate that Applicant shall comply with applicable District laws and ABCA regulations regarding the license, and that said laws and regulations shall override this Agreement in any conflict. The Parties also acknowledge that any references made to the DC Code or regulations are for reference only, and a violation of the DC Code and regulations do not constitute a violation of this Agreement.

[signatures on the following page]

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

Aldi Inc. (Maryland)

By:  _____
Jeff Baehr, Division Vice President

Protestants

By: _____
Shelagh Bocoum, Designated Representative of Group of 5 Protestants

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

Aldi Inc. (Maryland)

By: _____
Jeff Baehr, Division Vice President

Protestants

By: Shelagh Bocoum
Shelagh Bocoum, Designated Representative of Group of 5 Protestants