THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:		
Amazon Retail, LLC		
Applicant for a New Retailer's Class B License	Case No.:	21-PRO-00001
	License No.:	ABRA-116873
	Order No.:	2021-040
at premises 801 H Street, NE Washington, D.C. 20002		

Amazon Retail, LLC, Applicant

Sidon Yohannes, Counsel, on behalf of the Applicant

Amber Gove, Chairperson, Advisory Neighborhood Commission (ANC) 6A

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

ORDER ON SETTLEMENT AGREEMENT AND WITHDRAWAL OF ANC 6A'S PROTEST

The Application filed by Amazon Retail, LLC (Applicant), for a new Retailer's Class B License, was protested by ANC 6A.

The official records of the Board reflect that the Applicant and ANC 6A entered into a Settlement Agreement (Agreement), dated December 29, 2020, 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 and Chairperson Amber Gove, on behalf of ANC 6A, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 6A.

Accordingly, it is this 13th day of January 2021, **ORDERED** that:

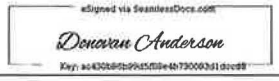
1. The Application filed by Amazon Retail, LLC, for a new Retailer's Class B License, located at 801 H Street, NE, Washington, D.C., is **GRANTED**;

2. The Protest of ANC 6A in this matter is hereby **WITHDRAWN**;

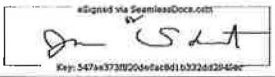
3. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and

4. Copies of this Order shall be sent to the Applicant and ANC 6A.

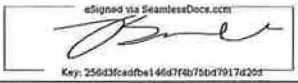
District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson



James Short, Member



Bobby Cato, Member

Rema Wahabzadah, Member

Rafi Crockett, Member

Jeni Hansen, Member

Edward S. Grandis, Member

Pursuant to D.C. Official Code§ 25-433(d)(l), 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 thi1ty (30) days of the date of service of this Order, with the District of Columbia Coult 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).

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Made this 29th day of December, 2020
by and between

Amazon Retail, LLC
ABRA-116873
801 H St NE
and
Advisory Neighborhood Commission 6A

Preamble

Through this Settlement Agreement ("Agreement"), both Parties aim to create an environment whereby the Amazon Retail, LLC ("Applicant") may operate as a viable contributing business to the ANC 6A community, while concurrently curtailing any adverse effects a business, such as the Applicant's, could have on the surrounding neighborhood.

The Applicant agrees to work regularly with the 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 operations of the establishment.

Witnessed

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 "B" Full-Service Grocery 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. **Ban on Sale/Provision of Other Items:**
   A. Single Cigarettes: 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 agrees to not sell, give, offer, expose for sale, or deliver products associated with illegal drug activity, including cigarette rolling papers, pipes, needles, small bags, or any other items which may be regarded as drug paraphernalia.

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 8:00 p.m.).
   B. Maintaining regular trash removal service. Ensuring that the trash and dumpster area(s) remain clean, ensuring that trash does not overflow trash containers, and ensuring that trash containers remain closed.
   C. Exercising reasonably 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, and removing snow and ice from the sidewalk, and complying with all applicable D.C. laws and regulation in these respects.
   E. Promptly remove 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.

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 for alcohol-related offences 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.
   C. Applicant shall make reasonable efforts to prohibit and prevent loitering and criminal activity on or in front of the establishment premises, to include:

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i. Posting a sign kept in good repair, a sign requesting customers to not contribute to panhandlers;
ii. Asking loiterers to move on whenever they are observed outside the establishment;
iii. Calling emergency services as appropriate to respond to activity or situations observed outside the establishment;
iv. Keeping a written record of dates and times (i.e. log) when emergency services were called for assistance. Applicant's log shall be provided to the Alcohol Beverage Control Board upon request and, for good cause shown to the Board, to any valid protestant during hearings involving future renewals or contested proceedings involving the Applicant's license.

D. Applicant agrees to post signs kept in good repair in highly visible locations that announce the following:
i. Prohibition against selling to minors;
ii. No panhandling; and
iii. No loitering.

E. Applicant agrees that total signage for alcohol and tobacco products in the front window shall be limited to 25% of the total available window space.

F. 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.

4. Miscellaneous:

A. Managers of the Applicant and all employees whose duties relate to the sale of alcoholic beverages, shall attend and complete an alcoholic beverage server training course/seminar within 60 days of the start of operations and after that period, any such new hires shall complete training within 30 days.

B. Applicant certifies that it does not owe more than $100 to the District of Columbia government as a result of any fine, penalty, or past due tax for more than six months.

C. Applicant is encouraged to participate in a Business Improvement District program if one exists.

D. This agreement is binding on the Applicant and its successors, and will continue in force for any and all subsequent license holders at this location.

In Witness Whereof

The Parties have affixed hereto their hands and seals.

Applicant:

Amazon Retail, LLC

By: DocuSigned by: Michael Deal 39FCD64500764AC Date: December 29, 2020

Michael Deal

(Print name)

Advisory Neighborhood Commission 6A Representative

By: Amber Moore Date: Jan 3, 2021

Amber Gove, ANC 6A Chairperson