

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

In the Matter of:)
)
Bowen Enterprise, Inc.)
t/a Bowen Discount)
)
Application for Renewal of a)
Retailer's Class A License)
)
at premises)
4510 Bowen Road, SE)
Washington, D.C. 20019)
)

Case No.: 21-PRO-00054
License No.: ABRA-073781
Order No.: 2021-495

Bowen Enterprise, Inc., t/a Bowen Discount, Applicant

Tiera Fletcher, Chairperson, Advisory Neighborhood Commission (ANC) 7E

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 7E'S PROTEST**

The Application filed by Bowen Enterprise, Inc., t/a Bowen Discount (Applicant), for Renewal of its Retailer's Class A License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on July 19, 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 7E have entered into a Settlement Agreement (Agreement), dated August 7, 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 and Chairperson Tiera Fletcher, on behalf of ANC 7E, are signatories to the Agreement.

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

Accordingly, it is this 15th day of September 2021, **ORDERED** that:

1. The Application filed by Bowen Enterprise, Inc., t/a Bowen Discount, for renewal of its Retailer's Class A License, located at 4510 Bowen Road, SE, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 7E in this matter is hereby **WITHDRAWN**;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 Control Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: a043c660250458064e7300081d1cc0

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 547aa702520660c81a332040748e7

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 255d32a2b1e105c7f4b7b0c07917420d

Bobby Cato, Member

eSigned via SeamlessDocs.com
Rafi Alaya Crockett, Member
Key: b560a01845a1f9e4010155e5c12f81cc

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 821280c55004474311565c3441807

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5027bd17f9f0340ec14adeb52541ce5

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).

**SETTLEMENT AGREEMENT BY AND BETWEEN ADVISORY
NEIGHBORHOOD COMMISSION 7E**

and

Bowen Enterprise Inc./Bowen Discount – Class A - 073781

THIS NEW SETTLEMENT AGREEMENT, made this 7th day of August, 2021 is between Advisory Neighborhood Commission 7E (ANC 7E), and Bowen Enterprise Inc. d/b/a Bowen Discount (“Licensee”) effective as of the date of its adoption, the parties hereby agree to be legally bound by the terms and conditions of this Agreement as it relates to its application for a renewal Class “A” License (ABRA-073781) (“License”), now pending before the District of Columbia Alcoholic Beverage Regulatory Administration (“ABRA”).

WHEREAS, the premises is within the boundaries of the ANC, and,

WHEREAS Licensee and ANC7E wish to voluntarily and mutually memorialize the terms and conditions upon which ANC7E has agreed to support the Licensee's License, pursuant to the provisions of D.C. Code § 25-446, for the operation and maintenance of Licensee’s business in such a manner as to further promote the security, sanitation, peace, order, and quiet of the neighborhood in a manner that ANC7E deems to be in the best interests of the neighborhood; and

WHEREAS ANC7E hereby supports the Licensee's License upon the agreement of Licensee to execute and abide by the terms and conditions hereof;

NOW, THEREFORE, the parties agree as follows:

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
2. **Nature of the Business.** The Licensee shall manage and operate at the address a place that is regularly used for the sale of alcohol. The licensee will operate a Retailer’s Class “A” license under the following provisions:
 - a. The Licensee will comply with all laws and regulations governing the operations of the establishment;
 - b. The Licensee will not divide a manufacturer’s package of more than one container of beer, malt liquor, or ale to sell an individual container of the package if the container is less than 70 ounces;
 - c. The Licensee will discourage the illegal public consumption of alcohol inside, on the parking lot, or around the immediate area and will participate in an ABC Board approved course in alcoholic beverage sales management;
 - d. The Licensee will not sell or provide cups or single servings of ice; and,
 - e. The Licensee agrees to post this Settlement Agreement alongside the Licensee’s ABC License.
3. **Hours of Operation and Sales.** The Licensee’s hours of operation and selling alcohol shall be as follows:

Sunday: 9:00 a.m. - 9:00 p.m.
Monday through Saturday 9:00 a.m. - 12:00 a.m.
4. **Signage and Monitoring.** The licensee will strictly comply with D. C. Official Code and will use best efforts to prevent loitering, rowdiness, panhandling, and criminal activity within the immediate area in front or on the side of the Establishment:

- a. Post a “No Loitering / Panhandling” sign on the outside of the establishment;
- b. Posting a notice kept in good repair and visible from point of entry, a sign which states:
 - i.the minimum age requirement for the purchase of alcohol; and,
 - ii.the obligation of the patron to produce a valid identification document to purchase alcohol;
- c. Calling MPD to report illegal activity within or immediately outside of the Premise;
- d. Execute BAR notices for individuals repeatedly impacting “quality of life” and participate to the fullest extent required to remedy.
- e. Licensee shall have recording cameras which cover the inside area where alcoholic beverages are sold as well as all street or alley sides of the immediate outside areas of the Premises. In accordance with D.C. Code § 25-402(d)(3)(G), the establishment shall:
 - i.Ensure the cameras are operational;
 - ii.Maintain footage for a minimum of 30 days; and
 - iii.Make the security footage available within 48 hours upon the request of ABRA or the MPD
- f. Licensee shall erect necessary barriers to block access to parking and private property of the premises outside of hours of operation.


5. ***Trash Management and Maintenance.*** Licensee will abide by the following conditions as it relates to trash management and maintenance of the public space adjacent to the establishment:


- a. Licensee shall exclusively utilize an interior trash storage room within the Premises with sufficient capacity to store all recyclable trash, and non-recyclable trash (garbage).
 - i.Licensee shall contract with third-party sanitation or waste management and recycling vendor(s) to collect garbage and recyclable trash a minimum of two (2) days per week (or such more frequent schedules as may be necessary to prevent the receptacles from exceeding their capacity);
 - ii.Licensee will ensure that garbage and recyclables shall be collected by a third-party waste management vendor at a time that is the least disruptive to the neighbors but shall not occur after 10 p.m. or before 7 a.m.;
 - iii.Licensee shall dispose recyclable and non-recyclable trash in appropriate rodentproof receptacles capable of being fully closed with tight-fitting lids;
 - iv.All receptacles used for garbage and recyclable trash shall be maintained in good repair and in a safe and sanitary condition. Any damaged or leaking containers that become bent or warped such that they are no longer rodent-proof, shall be promptly repaired or replaced.

- v. Licensee will daily check the trash storage area and pick up or hose down any debris or liquid waste left behind after garbage or recycling receptacles have been emptied;
 - vi. Licensee shall cooperate and permit inspection of the Premises, including but not limited to the trash storage area, as may be reasonable pursuant to District regulations or as may be reasonably requested by any authorized District of Columbia governmental entity.
 - vii. Licensee shall monitor and remediate debris present on street and sidewalk areas of portions of the block extending from the block corner closest to the store when such debris is consistent with items sold and available at the establishment.
- b. Keeping its entire property and the sidewalk (up to and including the curb), tree box(es), curb, and alley clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. The licensee shall monitor these areas sufficiently to ensure that refuse and other materials are promptly removed.
 - c. Exercising due diligence to prevent and or rid vermin infestation in and around the establishment, including following the recommendations and guidelines of the Vector Control Division of the D.C. Health.
 - d. Removing snow and ice from sidewalks fronting the establishment within the time limits set by the District of Columbia.
6. ***Compliance with Agency Regulations.*** Licensee promises that it shall abide by ABRA, Department of Consumer and Regulatory Affairs (DCRA), DC Health, and other applicable DC Agency regulations regarding (a) conduct of its business and (b) the ownership of the license and all other provisions applicable to liquor licenses.
7. ***Participation in the Community.***
- a. Licensee is expected to maintain open communication with ANC and the community, for which the ANC acts.
 - b. Licensee is expected to contribute to coordinated neighborhood improvement activities.
8. ***Notice and Opportunity to Cure.*** In the event that any of the parties is in breach of their SA, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the SA. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall be provided for a cure within 10 calendar days of the date of such notice. If Licensee refuses or fails to commence the cure or diligently to pursue such cure within the 10-day period (or a breach which reasonably requires more than 15 days to cure), such refusal or failure shall constitute a cause for filing a complaint with the ABRA Board pursuant to D.C. Code § 25-447.

BY OUR SIGNATURES BELOW, we hereby approve and accept the terms of this Settlement Agreement by and between Bowen Enterprise Inc. d/b/a Bowen Discount, and Advisory Neighborhood Commission 7E (ANC 7E):

LICENSEE:

Signature:  Date: August 6, 2021
Owner: Rajinder Hundal
E-mail: RajinderHundal@gmail.com

For ANC 7E:
Signature:  Date: 08/06/21
Tiera Fletcher
Chair ANC7E
Email: Rajinder 7E02@anc.dc.gov