

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

In the Matter of:)	
)	
)	
AKSE, LLC)	
t/a Georgetown Pantry)	
)	Case No.: 24-PRO-00100
Applicant for a New)	License No.: ABRA-129220
Retailer's Class B License)	Order No.: 2024-668
)	
at premises)	
1515 Wisconsin Avenue, NW)	
Washington, D.C. 20007)	

AKSE, LLC, t/a Georgetown Pantry, Applicant

Paul Maysak, Commissioner, Advisory Neighborhood Commission (ANC) 2E, Protestant

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

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF ANC 2E'S PROTEST**

The Application filed by AKSE, LLC, t/a Georgetown Pantry (Applicant), for a new Retailer's Class B License, was protested by ANC 2E.

The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that the Applicant and ANC 2E have entered into a Settlement Agreement (Agreement), dated September 16, 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 Commissioner Paul Maysak, on behalf of ANC 2E, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 2E.

Accordingly, it is this 2nd day of October 2024, **ORDERED** that:

1. The Application filed by AKSE, LLC, t/a Georgetown Pantry, for a New Retailer's Class B License, located at 1515 Wisconsin Avenue, NW, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 2E in this matter is hereby **WITHDRAWN**;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 SeamlessDocs.com
Donovan Anderson
Key: ac43cb66c6d5f09e4e730693d1dccc8

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 547ae373f820de6ac8d1b332d2049ec

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).

This Settlement Agreement (“Agreement”) is made on the 16th day of September 2024 by and between AKSE, LLC t/a Georgetown Pantry (“the Applicant”) with Advisory Neighborhood Commission 2E (“the ANC”) and the Citizens Association of Georgetown (“CAG”), also referred to collectively as the “Parties”.

RECITALS

Whereas, the Applicant has applied to the Alcoholic Beverage and Cannabis Administration (“ABCA”) for the issuance of a new Retailer’s Class “B” Full-Service Grocery Store License (the “License”) for the Premises located at (the “Premises”), License Number ABRA 129220, and Whereas, the Parties wish to enter into a Settlement Agreement pursuant to D.C. Official Code 25-446 to address concerns related to peace, order and quiet.

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.

1. Hours of Operations.

- a. The Applicant’s hours of operation not exceed the hours of 10:00 am and 10:00 pm, Sunday through Saturday.
- b. Exceptions to the standard operating hours shall be granted for:
 - i. In the event that the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours for specific occasions, such as inauguration, Applicant may avail itself of such extended hours;
 - ii. On major city-recognized holidays the Applicant can operate for an additional hour;
 - iii. For special events, the establishment may apply for and obtain approval from the Board to extend its hours of operation as part of a one-day substantial change.

2. Service Standards.

- a. All DC alcohol sale, service, and consumption laws will be complied with when in operation, including but not limited to, requirements to check identification and refraining from serving underage or intoxicated persons.

3. Patrons, Customers, and Employees

- a. Loitering will be discouraged by the Applicant;

- b. Applicant shall take reasonable actions to prevent its patrons and employees from causing unreasonable noise, disturbances or loitering in the area immediately outside the Premises;
- c. Applicant shall discourage its employees from smoking in the public locations immediately outside the Premises by posting an appropriate "No Smoking" sign.

4. Deliveries and Pick-Ups/Loading and Unloading.

- a. Applicant shall ask its vendors and require its own vehicles to make all deliveries and pick-ups from a legally parked vehicle.
- b. Applicant will not accept Deliveries nor allow Pick-ups from its premises before 7 am, and no later than 10 pm. Loading and unloading will follow the same timeframes.

5. Trash Pick-Up and Removal.

- a. All trash containers will be fully covered, rodent protected;
- b. All trash containers will be located on private property;
- c. A private firm will pick up trash reasonably often, several times a week;
- d. Trash will be removed from 7 am to 10 pm.
- e. Applicant's employees shall not dispose of bottles or glass in a manner which creates noise audible outside the Premises from 10 pm to 8 am;
- f. The public space in front of the Premises are to be kept tidy and litter is to be removed by the Applicant's staff at least once a day when the business is operating;

6. Rodent Control.

- a. Applicant will maintain a contract with a licensed rat, pest, and vermin control company to provide for routine inspection of the Premises as needed to control pests.
- b. The service will visit the establishment at least once per month.

7. Compliance with Applicable Law

- a. 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. It is not intended that any violation of any DC law or regulation mentioned in this agreement be considered a separate violation of this Settlement Agreement.

XXXXX

Settlement Terms

8. Binding Settlement.

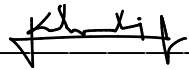
- a. This Agreement will be binding upon and enforceable against the Applicant any successors.

In consideration of the agreements set forth above, ANC 2E will, upon approval of this agreement by the Alcoholic Beverage and Cannabis Board, agree to withdraw its Protest of this application. Future failure of the Applicant to adhere to the foregoing commitments would constitute grounds for any or all of the Parties to petition the ABC Board for issuance of an order to show cause. Prior to petitioning, however, Protestants shall notify the Applicant of any perceived violations and afford Applicant at least thirty (30) calendar days in which to address or rectify the perceived violation.

This written agreement constitutes the only agreement among the parties and may be modified only by the written agreement of all the parties.

IN WITNESS THEREOF, the Parties have executed as of the date first above written.

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

By  _____

Ahmed Khemili, Member

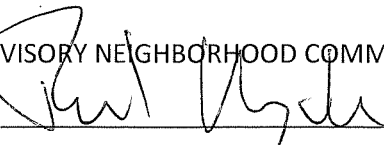
AKSE, LLC

t/a Georgetown Pantry

1515 Wisconsin Avenue NW

Washington, DC 20007

ADVISORY NEIGHBORHOOD COMMISSION 2E

By  _____

Paul Maysak, Commissioner ANC 2E03