

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

In the Matter of:)
)
Harris Teeter, LLC)
t/a Harris Teeter)
)
Holder of a)
Retailer's Class B License)
)
at premises)
1350 Potomac Avenue, SE)
Washington, D.C. 20003)
)

License No.: ABRA-095181
Order No.: 2020-1036

Harris Teeter, LLC, t/a Harris Teeter, Licensee

Brian Ready, Chairperson, Advisory Neighborhood Commission (ANC) 6B

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

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Harris Teeter, LLC, t/a Harris Teeter (Licensee), and ANC 6B have entered into a Settlement Agreement (Agreement), dated December 18, 2020, that governs the operation of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Brian Ready, on behalf of ANC 6B, are signatories to the Agreement.

Accordingly, it is this 23rd day of December 2020, **ORDERED** that:

1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
2. This Settlement Agreement replaces and supersedes previous Settlement Agreements between the parties; and
3. Copies of this Order shall be sent to the Licensee and ANC 6B.

District of Columbia
Alcoholic Beverage Control Board

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Donovan Anderson
Key: ac430a90899355046b73209361d1cc08

Donovan Anderson, Chairperson

eSigned via SecureDocs.com
James Short
Key: 247aa3736520cc6a8a1b3276a324864*

James Short, Member

eSigned via SecureDocs.com
Bobby Cato
Key: 255671c4d11e147a74976d47517d9721

Bobby Cato, Member

Rema Wahabzadah, Member

eSigned via SecureDocs.com
Rafi Aliya Crockett, Member
Key: b500ca91845a1f9e401d156e5c1201c6

Rafi Crockett, Member

eSigned via SecureDocs.com
Jeni Hansen, Member
Key: 82172991f560a474b18556c279161f

Jeni Hansen, Member

eSigned via SecureDocs.com
Edward S. Grandis, Member
Key: 5027bd47f910040cc14d0b52541ec5

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 6B
and
Harris Teeter, LLC, t/a Harris Teeter

Pursuant to this Settlement Agreement, (“Agreement”), by and between Harris Teeter, LLC, t/a Harris Teeter (“Applicant”) and Advisory Neighborhood Commission 6B (“ANC6B”), effective as of the date of its adoption by ANC6B, the parties hereto hereby agree to be legally bound by the terms and conditions of this Settlement Agreement (“SA”) as it relates to the operation of Applicant’s business located at 1350 Potomac Ave, SE Washington, DC 20003 (“Premises”).

WHEREAS, Applicant has applied before the District of Columbia Alcoholic Beverage Regulatory Administration (“ABRA”) to effect, and is seeking its approval of, a renewal of its Off-Premise Retailers’ Class “B” Full Service Grocery (ABRA-095181) (“License”); and,

WHEREAS, Applicant and ANC6B are desirous of voluntarily entering into and mutually memorialize in this SA the terms and conditions upon which ANC6B has agreed to support Applicant's License, pursuant to the provisions of D.C. Code § 25-446, for the operation and maintenance of Applicant’s business at the Premises in such a manner as to further promote the peace, order and quiet of the neighborhood; and,

WHEREAS, this is intended to replace in its entirety any and all previously existing Agreement between the Parties, and all such previous agreements are hereby declared superseded, null and void and of no further effect.

NOW, THEREFORE, in consideration of the foregoing, Applicant and ANC6B agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Nature of the Business. Applicant is a full-service grocery store that is regularly used for the sale of fresh fruits and vegetables, prepared foods, canned groceries, and alcoholic beverages.
3. Hours of Operation and Sales. Applicant’s hours of operation and alcoholic beverage sales may be changed from time to time at the Applicant's discretion, or as may be otherwise permitted by its License, but in no event shall exceed or extend beyond the following:

Applicant’s Hours of Operation:

Sunday through Saturday: 6:00 a.m. – 12:00 Midnight

Applicant’s Hours of Sale of alcohol:

Sunday through Thursday 7:00 a.m. – 10:00 p.m.

Friday and Saturday: 7:00 a.m. – 11:00 p.m.

4. Refuse Storage and Disposal. Applicant shall utilize and maintain trash containers with sufficient capacity to store waste within the trash storage area of the Premises. Applicant agrees to adhere to the following conditions with respect to trash management, disposal, and the sanitary maintenance of the trash storage area:

- a. Applicant shall contract with a third-party sanitation or waste management and recycling vendor(s) to collect trash and recyclable waste a minimum of 1 day per week, or such more frequent schedules as may be necessary to prevent the receptacles from exceeding their capacity;
- b. In an effort to be least disruptive to the Applicant's neighbors, Applicant's garbage, recyclable, and grease collections shall not occur before 7:00 a.m. or after 10:00 p.m.;
- c. Applicant shall dispose of trash and recyclables in appropriate rodent-proof receptacles;
- d. Garbage, grease and/or recycling spills shall be cleaned up as soon as practicable after they occur;
- e. Applicant will daily check the full area around the trash receptacles and pick up or hose down any debris or liquid waste left behind after garbage, grease or recycling receptacles have been emptied. Applicant will close the lids of any trash receptacles prior to closing;
- f. All receptacles used for grease, garbage, recyclable trash and waste shall be maintained in good repair and in safe and sanitary condition. Damaged trash or recycling receptacles shall be promptly repaired or replaced; and,
- g. Applicant agrees that no power-washing of the trash or recycling receptable or the trash area shall take place between the hours of 7:00 p.m. and 9:00 a.m. on weekdays or 7:00 p.m. and 12:00 noon on weekends.

5. Noise Mitigation. Applicant will take all necessary steps to mitigate noise generated from Applicant's operations that exceeds the levels as set forth in the District of Columbia's Noise Control Act, Title 23 DCMR 20. Applicant's noise mitigating actions may include installation of sound absorbing and sound dampening materials sufficient to reduce noise to levels that meet DCMR noise regulations within residential units above and abutting to the store.

In an effort to mitigate noise generated from idling vehicles making deliveries to the Applicant's Premises, Applicant agrees to do the following:

- a) Applicant shall post signs to notify all drivers who make deliver to the Premises to comply with the District's idling prohibition regulation, 20 DCMR § 900. Applicant shall notify and use its best and reasonable efforts to have drivers who are making deliveries to the Premises to cease idling when stopped at the Premise's Loading Dock area at any time. Delivery trucks may operate compressors on trucks when Applicant's deliveries are actively being unloaded, and those trucks contain perishable food or merchandise that requires refrigeration. However, Applicant will notify drivers to take action to cease the vehicle back up alarm once the truck has completed backing into the loading dock;

- b) Applicant shall not allow any delivery vehicle to enter, and unload from the Premise's loading dock area between the hours of 11:00 p.m. to 7:00 a.m. (11:00 pm to 8:00 a.m. on Saturdays); and,
 - c) Applicant shall use its best and reasonable efforts to keep the sidewalk unobstructed by delivery trucks while making deliveries from the Premises' loading dock area.
6. Odor and Emission Control. Applicant shall ensure that regularly scheduled maintenance and cleaning of exhaust hoods, fans and vents are undertaken. Applicant will also clean and/or exchange the filters on a regular schedule that is consistent with industry practice.
7. Sanitation and Pest Control. Applicant shall maintain in force a contract for regular and recurring application of a plan for pest control that includes baiting or similar rodent abatement procedures on the Premises, including the Premise's waste storage room.
8. Security Cooperation in Stemming Loitering and Illegal Drugs. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises. Applicant will use its best and reasonable efforts to monitor for and prohibit sales or use of illegal drugs within or about the Premises, and maintain contact and cooperate with MPD and other enforcement officials when known or suspected drug activities occur.
9. Compliance with Agency Regulations. Applicant understands, agrees, and promises that they will maintain compliance with all laws and regulations of the District of Columbia at all times. Specifically, Applicant will ensure strict adherence to ABRA, Department of Consumer and Regulatory Affairs (DCRA), Department of Health (DOH), Department of Public Works (DPW) 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.
10. Entire Agreement. This SA is intended to replace in its entirety any and all previously existing settlement agreements between the Parties, and all such previous agreements are hereby declared superseded, null and void and of no further effect.
11. Transition Period. To accommodate the Applicant's operational and staff training logistics, the Parties agree that Applicant shall have 30 days from the date of the ABC Board's order approving the SA to comply with the SA's terms and conditions.
12. Counterpart; Facsimile Signature. This SA may be executed in two or more counterparts which together shall constitute a single agreement. Execution of this SA may be made by facsimile (or other such electronically transmitted) signature which, for all purposes, shall be deemed to be an original signature.

****SIGNATURE PAGE TO FOLLOW****

IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.

Applicant:

Harris Teeter, LLC, t/a Harris Teeter
ABRA-095181
1350 Potomac Ave, SE
Washington, DC 20003

Taryn G Mezia
Name of Person Authorized to Sign

Vice President Legal Compliance
Title

Signature: Taryn Mezia

Date: 12/15/2020

ANC:

Advisory Neighborhood Commission 6B
921 Pennsylvania Avenue, SE
Washington, DC 20003
Brian Ready, Chairperson

Signature: [Signature]

Date: 12/18/20