

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

**In the Matter of:**

Asmara Incorporated  
t/a Kenilworth Market

Applicant for a Renewal of a  
Retailer's Class A License

at premises  
1612 Kenilworth Avenue, NE  
Washington, D.C. 20019

Case No.: 18-PRO-00033  
License No.: ABRA-087818  
Order No.: 2018-578

**BEFORE:** Donovan Anderson, Chairperson  
Nick Alberti, Member  
Mike Silverstein, Member  
James Short, Member  
Donald Isaac, Sr., Member  
Bobby Cato, Member  
Rema Wahabzadah, Member

**PARTIES:** Asmara Incorporated, t/a Kenilworth Market, Applicant

Kevin Lee, Counsel, on behalf of the Applicant

Rochelle F. Gray, on behalf of A Group of Five or More Individuals and  
Property Owners

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**ORDER ON SETTLEMENT AGREEMENT AND  
WITHDRAWAL OF PROTEST**

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The Application filed by Asmara Incorporated, t/a Kenilworth Market (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 May 29, 2018, and a Protest Status Hearing on July 18, 2018, in accordance with D.C. Official Code § 25-601 (2001).

The Applicant and a Group of Five or More Individuals and Property Owners entered into a Settlement Agreement (Agreement), dated October 2, 2018, 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 Rochelle F. Gray, on behalf of the Group of Five or More Individuals and Property Owners, are signatories to the Agreement.

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

Accordingly, it is this 17th day of October, 2018, **ORDERED** that:

1. The Application filed by Asmara Incorporated, t/a Kenilworth Market, for renewal of its Retailer's Class A License, located at 1612 Kenilworth Avenue, NE, Washington, D.C., is **GRANTED**;
2. The Protest of the Group of Five or More Individuals and Property Owners in this matter is hereby **WITHDRAWN**;
1. 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, except for the following modification:

Section 9 (Other) – This Section shall be modified to read as follows:  
“The Applicant agrees to not allow school-aged children into the store between the hours of 8:00 AM and 3:00 PM, except as authorized by District law.

If Landlord approves the different color change, Applicant shall make every effort to paint the exterior within 60 days.”

The parties have agreed to this modification.

3. Copies of this Order shall be sent to the Applicant and Rochelle F. Gray, on behalf of the Group of Five or More Individuals and Property Owners.

District of Columbia  
Alcoholic Beverage Control Board



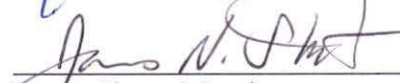
Donovan Anderson, Chairperson



Nick Alberti, Member




Mike Silverstein, Member



James Short, Member

Donald Isaac, Sr., Member

Bobby Cato, Member



Rema Wahabzadah, 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 14<sup>th</sup> Street, N.W., Suite 400S, Washington, DC 20009.

Also, pursuant to section 11 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).



## Cooperative Agreement

This Agreement ("Agreement") made this 2nd day of October, 2018 between Asmara Incorporated t/a Kenilworth Market ("Applicant"), 1612 Kenilworth Avenue NE, Washington, DC, 20019, License #ABRA-087818, and a Group of 10 Eastland Gardens residents, represented by Rochelle F. Gray ("Protestants").

Whereas, through this agreement, both parties aim to create an environment whereby the applicant may operate as a viable contributing business within the community; and

Whereas, the parties wish to state their mutual intention to promote the success, peace, order, and quiet of the community;

Now, therefore, the parties agree as follows:

### 1) Alcohol Abuse Prevention

- A) Applicant shall not, directly or indirectly, sell or deliver alcohol to any intoxicated person, to any person of intemperate habits, to any person who appears to be intoxicated.
- B) Applicant shall post signs that state there will be no sell or delivery of alcoholic beverages to any person under the age of 21; patrons must produce valid proof of age; and patrons of legal drinking age shall not purchase alcoholic beverages to those under age.

### 2) Loitering and Criminal Activity

Applicant agrees to:

- A) Ask loiterer(s) to move on whenever they are observed outside the establishment or upon a patron's complaint of such loiterers;

- B) Call the Metropolitan Police Department (MPD) if loiterers refuse to move on within ten minutes of the request;
- C) Call MPD, if illegal activity is observed;
- D) Keep an incident log to record dates and times when MPD has been called for assistance and upon request, make the incident log available to ABRA and Rochelle Gray; and
- E) Discourage panhandling.

### **3) Cleanliness and Conditions of Premises and Immediate Environ**

- A) Applicant shall take reasonable measures to ensure that the immediate environs of the establishment, including adjacent alleys, sidewalks, or other public property immediately adjacent to the establishment, or other property used by the applicant to conduct its business, are kept free of litter. (DC Official Code 25-726(a).
- B) Applicant shall continue to clean any sidewalks to the front and side of the establishment up to and including the curb, or any alleyway behind or to the side of the establishment on a regular basis.
- C) Applicant shall continue to maintain trash, garbage, and recycling material storage facilities in which all containers have lids that are kept securely closed at all times; and to ensure that trash, garbage and recycled materials are removed regularly.
- D) Applicant shall exercise due diligence to prevent and/or rid vermin infestation in and around said establishment, including following, minimally, the recommendations and guidelines of the Vector Control Division of the Department of Public Works.
- E) Applicant shall remove snow and/or ice from sidewalks within time limits set by the District of Columbia.
- F) Applicant shall remove graffiti written on the exterior walls of the property or any items belonging to the establishment (e.g. dumpster) within 30 days upon becoming aware of said graffiti.

### **4) Signage at Premises**

- A) Applicant shall not install signage on the front door or windows that obstruct visibility into the establishment.
- B) Applicant agrees that any signage displayed or posted on the exterior walls of the establishment will be kept in good repair.

#### **5) Lighting**

Within 30 days from the date of this agreement, Applicant agrees to (1) replace non-working floodlights at the front of the store; and (2) install two motion detector lights atop the establishment that shed light on the rear of the establishment.

#### **6) Participation in Community**

- A) Applicant and Protestant's Designated Representative agree to exchange updated contact information with one another (to include an email address & phone number(s)).
- B) Applicant agrees to attend community meetings that he is invited to, or becomes aware of, at least once per quarter (i.e., Eastland Gardens Civic Assn, Advisory Neighborhood Commission and/or Patrol Service Area meetings).

#### **7) Enforcement of Notices**

- A) In the event of a violation of the provisions of this Agreement, Protestants shall notify the Applicant in writing.
- B) Upon receipt of notification of a violation(s), the Applicant will have 30 days to cure the violation, but for extenuating circumstances.

#### **8) Limitations on Sale of Non-Alcohol Retail Items**

Applicant agrees to abide by all ABRA laws regarding "go-cups" 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," per DCMR 709.7. Applicant may sell disposable cups to customers provided such cups are pre-packaged to 6 cups.



Applicant agrees to not sell single marijuana wrappers, single blunt wraps or single cigarettes.

**9) Other**

Applicant agrees to not allow school-aged children into the store between the hours of 8:00 AM and 3:00 PM.

If Landlord approves the different color change, Applicant shall make every effort to paint the exterior within 60 days (not limited to the front exterior) a different color with a possible inclusion of a mural depicting a park like setting, similar to the Kenilworth Aquatic Gardens motif (greenery with water lilies, lily pads, etc.), as Kenilworth Market is located at the entrance to our city.

**10) Counterparts**

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but of which together constitute one and the same instrument.

**APPLICANT:**

Asmara Incorporated t/a Kenilworth Market, 1612 Kenilworth Ave NE, Washington, DC 20019

Signature:  Printed Name: Waile EDSON

**PROTESTANT:** (Rochelle F. Gray, on behalf of a Group of 10 Eastland Gardens residents)

Signature:  Printed Name: Rochelle GRAY 10/2/18