

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

**In the Matter of:** )  
 )  
Starlight, Inc. )  
t/a Kogod Liquors )  
 )  
Holder of a )  
Retailer's Class A License )  
 )  
at premises )  
441 New Jersey Avenue, NW )  
Washington, D.C. 20001 )  
 )

License No.: ABRA-024868  
Order No.: 2021-362

Starlight, Inc., t/a Kogod Liquors, Licensee

Stephen O'Neal, on behalf of Advisory Neighborhood Commission (ANC) 6C ABL  
Committee

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

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**ORDER ON SETTLEMENT AGREEMENT**

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The official records of the Alcoholic Beverage Control Board (Board) reflect that Starlight, Inc., t/a Kogod Liquors (Licensee), and ANC 6C entered into a Settlement Agreement (Agreement), dated June 14, 2021, in accordance with D.C. Official Code § 25-446 (2001).

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Stephen O'Neal, on behalf of ANC 6C, are signatories to the Agreement.

Accordingly, it is this 23rd day of June 2021, **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 6C.

District of Columbia  
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com  
*Donovan Anderson*  
Key: ac0265d49d1f9a4e72090314cc9f

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com  
*James Short*  
Key: 547ac572f020e6ac8d1b035442d43ec

James Short, Member

eSigned via SeamlessDocs.com  
*Bobby Cato*  
Key: 254d3bca1f8014d57f0d75e47617620d

Bobby Cato, Member

Rema Wahabzadah, Member

eSigned via SeamlessDocs.com  
*Rafi Aliza Crockett, Member*  
Key: b560e91845e1f9e4010155e5c12f01cc

Rafi Crockett, Member

eSigned via SeamlessDocs.com  
*Jeni Hansen, Member*  
Key: 8217221105054474b1b566c2a4180f

Jeni Hansen, Member

eSigned via SeamlessDocs.com  
*Edward Grandis, Member*  
Key: 5027bd1a7f0f0040ec14adeb52541ce5

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 14<sup>th</sup> 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).

## REVISED SETTLEMENT AGREEMENT

This agreement is made and entered into this 14th day of June, 2021 by and between **Starflight, Inc.** doing business as **Kogod Liquors** ("Applicant") and **Advisory Neighborhood Commission 6C** ("Protestant").

WHEREAS Applicant has filed an application with the District of Columbia Alcoholic Beverage Control Board ("ABC Board") **Retailer's Class "A" Liquor Store** license **ABRA-024868** ("License") for premises 441 New Jersey Ave. NW, Washington, DC and

WHEREAS, in recognition of the ABC Board's policy of encouraging parties to a protested proceeding to settle their differences by negotiating agreements, the parties hereto being desirous of entering into an agreement whereby, subject to approval of the ABC Board, Applicant will agree to adopt certain measures to address the Protestant's concerns and Protestant will agree to the transfer of the License and withdraw its Protest,

NOW, THEREFORE, in consideration of the mutual covenants and undertakings memorialized herein, the parties agree as follows:

1. **Hours of Inside Operation and Service:** The hours of operation inside the premises shall be **7 am – 12 am Monday-Saturday and 11 am to 7 pm Sunday.**
2. **Single Sales:** Applicant will comply with D.C. Official Code § 25-346 Ward 6 restrictions for off-premises retailer's license and will not:
  - a. 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 capacity of the individual container is 70 ounces or less; or
  - b. Sell, give, offer, expose for sale, or deliver an individual container of beer, malt liquor, or ale with a capacity of 70 ounces or less, as well as spirits (liquor) sold in half-pints or smaller volumes.
3. **Deliveries:** To maintain the peace, order, and quiet of the surrounding neighborhood, Applicant shall receive all deliveries (whether of food, beverages, or other materials and supplies) between **9am and 3pm Monday-Friday.**
4. **Noise Suppression:** The Applicant's operation shall at all times comply with the D.C. Noise Control Act and D.C. Official Code § 25-725. Applicant acknowledges that noise is a critical issue for the neighborhood.
  - a. Applicant shall encourage employees and patrons to be considerate of residents in the neighborhood by keeping voices and other noises at a level that will not

disturb the peace, order, quiet, and tranquility of residents in the enjoyment of their homes.

- b. Applicant will not dispose of glass bottles in outdoor trash or recycling receptacles after **10:00 p.m.**
5. **Waste Pick-Up and Removal:** Applicant will maintain regular trash, recycling, and grease removal service only during the hours **9am – 6pm Monday through Friday.**
6. **Sanitation and Pest Control:** Applicant shall keep trash and recycling lids tightly closed and incapable of being entered by rodents, to limit odors and help control the pest (insect) and rodent population. Applicant will contract for regular rodent and pest abatement.
7. **Rear Entrance:** The alley gate to Applicant's rear entrance shall be fully closed and secured at all times other than during deliveries or trash, recycling, or grease collection. The Applicant shall prohibit and prevent employees and others from congregating outside at the rear of the property.
8. **Maintenance of Property:** Applicant or Applicant's Landlord will clear snow from the sidewalk adjacent to the premises within three (3) daylight hours after snowfall ends.
9. **Withdrawal of Protest:** Protestant agrees to withdraw its protest upon execution of this Agreement, if this settlement agreement is incorporated into all ABC Board orders issuing, amending, or renewing the license, which order is thereby conditioned upon compliance with this agreement.
10. **Right to Seek Redress:** The parties agree that any failure of the Applicant to adhere to the foregoing commitments will constitute a breach of this agreement and grounds for the Protestant to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(e) to enforce the provisions of the agreement.

**Signature block**

IN WITNESS WHEREOF, the parties place their signatures to this agreement, this 14th day of June, 2021.

Starlight, Inc. v/a Kogod Liquors

By: 

Advisory Neighborhood Commission 6C

*Stephen O'Neal*

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Stephen O'Neal  
ANC 6C ABL Committee Chair  
(as designated ANC 6C representative)