

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

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**In the Matter of:** )  
 )  
Mac's Liquors, Inc. )  
t/a Mac's Wine & Liquors )  
 )  
Applicant for a Renewal of a )  
Retailer's Class A License )  
 )  
at premises )  
401 Rhode Island Avenue, NE )  
Washington, D.C. 20002 )  
 )

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Case No.: 24-PRO-00058  
License No.: ABRA-060758  
Order No.: 2024-442

Mac's Liquors, Inc., t/a Mac's Wine & Liquors, Applicant

Joe Bishop-Henchman, Commissioner, on behalf of Advisory Neighborhood  
Commission (ANC) 5F, Protestant

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

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**ORDER ON SETTLEMENT AGREEMENTS AND  
WITHDRAWAL OF ANC 5F'S PROTEST**

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The Application filed by Mac's Liquors, Inc., t/a Mac's Wine & Liquors (Applicant), for Renewal of its Retailer's Class A License, having been protested by ANC 5F.

The official records of the Board reflect that the Applicant and ANC 5F have entered into a Settlement Agreement (Agreement), dated June 5, 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 Joe Bishop-Henchman, on behalf of ANC 5F, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 5F of this Application.

Accordingly, it is this 12th day of June 2024, **ORDERED** that:

1. The Application filed by Mac's Liquors, Inc., t/a Mac's Wine & Liquors, for renewal of its Retailer's Class A License, located at 401 Rhode Island Avenue, NE, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 5F in this matter is hereby **WITHDRAWN**;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;
4. This Settlement Agreement replace and supersede all previous Settlement Agreements between the Parties; and
5. Copies of this Order shall be sent to the Parties.

District of Columbia  
Alcoholic Beverage and Cannabis

eSigned via SeamanesDocu.com  
*Donovan Anderson*  
Key: ac43cb68b56d5f6e4b730063d1cccc8

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Board  
Donovan Anderson, Chairperson

eSigned via SeamanesDocu.com  
*James Short*  
Key: 547ae373f820de6ac8d1b332d42948ec

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James Short, Member



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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 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 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).



# GOVERNMENT OF THE DISTRICT OF COLUMBIA ADVISORY NEIGHBORHOOD COMMISSION 5F

## RESOLUTION AUTHORIZING SETTLEMENT AGREEMENT WITH MAC'S WINE & LIQUORS, ABRA-060758

ANC5F-25-096

P.O. Box 91843  
Washington, DC 20090  
[5F@anc.dc.gov](mailto:5F@anc.dc.gov)  
@ANC5F

### COMMISSIONERS

Tony Hurst  
*Treasurer*  
[5F01@anc.dc.gov](mailto:5F01@anc.dc.gov)

Aru Sahni  
[5F02@anc.dc.gov](mailto:5F02@anc.dc.gov)

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Sylvia Pinkney  
[5F07@anc.dc.gov](mailto:5F07@anc.dc.gov)

Sponsor: Commissioner Bishop-Henchman

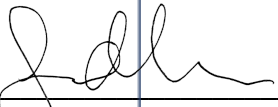
BE IT RESOLVED that ANC 5F approves the attached proposed settlement agreement with Mac's Wine & Liquors, ABRA-060758, and authorizes its execution and submission to ABCA for approval.

This resolution came before ANC 5F at a duly noticed public meeting on June 7, 2024.

ANC 5F is composed of 7 Commissioners, so that 4 Commissioners constitute a quorum.

With 6 Commissioners present, ANC 5F voted 6 Yea, 0 Nay, and 0 Abstain.

Attest:

  
\_\_\_\_\_  
Chair, ANC 5F

  
\_\_\_\_\_  
Secretary, ANC 5F

## **VOLUNTARY SETTLEMENT AGREEMENT**

License No.: ABRA-060758

Between **Mac's Liquors, dba Mac's Wine & Liquors ("Establishment"), ABRA-060758**

And **Advisory Neighborhood Commission 5F ("ANC 5F")**

The parties have negotiated and wish to enter into a Settlement Agreement as follows:

This Settlement Agreement ("Agreement") is entered into on June 5, 2024, between **Mac's Liquors, dba Mac's Wine & Liquors**, and **Advisory Neighborhood Commission ANC 5F**. The Establishment is located within the boundaries of Advisory Neighborhood Commission 5F ("ANC 5F") and ANC 5F is therefore the appropriate ANC with the power to protest any license application of the Establishment.

### **RECITALS**

**WHEREAS**, the Establishment, a holder of a Class A retail liquor store alcoholic beverage license, seeks to renew its Class A license issued for its establishment located at **401 Rhode Island Avenue NE**, which is currently within the boundaries of ANC 5F; and

**WHEREAS**, the Establishment and has collaborated to find additional ways to mitigate concerns related to the impact or potential impact of the operations of the Establishment on the community in which the Premises is located; and

**WHEREAS**, in lieu of contested protest proceeding regarding the Establishment's application for renewal of the License in this matter, the parties hereto wish to enter into a settlement agreement, pursuant to D.C. Code §25-446 to address those concerns, to improve the safety and orderly functioning of the Establishment to better serve the community and allow the Establishment to thrive;

**NOW**, the Parties hereby agree as follows:

1. **RECITALS INCORPORATED**: The recitals set forth above are incorporated herein by reference.
2. **HOURS OF OPERATION**: The Establishment shall refrain from the sale of alcoholic beverages before 9AM and after 10PM.
3. **NOISE, LOITERING, SAFETY & PRIVACY**:
  - a. Establishment shall not permit sounds, noise, vibrations, or amplified sounds to be heard in a residence with its windows or doors closed after 10PM. Such steps may include taking measures to reduce loitering near the Establishment, recognizing that loud-talking and amplified music from patrons and/or loiterers, particularly after 10PM, may contribute to a negative impact and/or threaten immediate neighbor's peace, quiet, health and right to enjoyment of property.

- b. Establishment agrees to post notices notifying patrons and employees to be respectful of the residential area: No littering, no loitering, no engine idling, and no excessive noise (including from vehicles patronizing the Establishment).
  - i. Signage shall be kept in good condition and be visible from the point of entry
  - ii. Signage should be in the same size/similar font as other ABCA required signage
- c. Establishment will make every effort to prohibit and prevent panhandling, harassment, and criminal activity near the Establishment at all times (including sidewalks and tree boxes) when the Establishment is open to the public. Enforcement activities should include, but are not limited to:
  - i. Asking any individuals who appear to be panhandling, harassing and/or loitering in the front or side of the premises to move along.
  - ii. Calling the Metropolitan Police Department (MPD) to report criminal activity; and
  - iii. Facilitating and utilizing barring requests for any patrons who have a pattern of having produced noise, waste, or unruly behavior.
- d. The Establishment agrees to promote safety in the neighborhood and to use necessary measures to prevent and/or mitigate illegal activity, including public drinking and drunkenness, illegal drug use and the sale or receipt of illegal drugs, on and outside of the premises of the Establishment, including at its periphery. Establishment recognizes this may involve refusal of sale to patrons engaging in such activities as to jeopardize adherence to this agreement.

**4. TRASH AND ODORS:**

- a. The Establishment shall remove litter on the premises and abutting sidewalk at least daily and as needed and shall to the best of their ability keep exterior areas of the premises in clean and well-maintained condition. The immediate environs of the location shall be kept free of litter, bottles, chewing gum, trash and other traceable discarded refuse from the premises.”
- b. Establishment shall maintain trash, garbage and recycling material storage facilities in which all containers are resistant to vermin, leaks, and odors. All containers must have lids that are kept securely closed at all times. Damaged waste or recycling containers must be repaired or replaced within 72 hours.
- c. Establishment shall arrange for additional trash collection should containers become filled between scheduled pickups, to prevent overflow of garbage and associated externalities. Establishment shall not allow trash or recycling collection between the hours of 10:00 PM and 7:00AM, 7 days a week.

**5. RAT AND VERMIN CONTROL:**

- a. Pursuant to trash mitigation steps listed earlier in this settlement agreement, Establishment agrees to routinely inspect immediate environs and keep free of potential attractions for rodents, pests and other vermin.

**6. SALES TO INTOXICATED PEOPLE AND SINGLE SALES:**

- a. The Establishment shall refrain from the sale of to-go alcoholic beverages to visibly intoxicated individuals, especially if they would not pass muster for continuing to serve responsibly while on premise.
- b. The Establishment shall take reasonable steps to discourage alcohol consumption in the immediate vicinity of the establishment.
- c. The Establishment shall refrain from dividing 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 below 300 mL (10.1 ounces).

**7. BUILDING EXTERIOR:**

- a. Establishment shall maintain sufficient lighting on the exterior of the Establishment, to discourage any behavior that undermines public safety. Lighting shall not intrude upon neighboring property, including across streets. Lighting should comply with any/all DDOT LED or limitations on lumens.
- b. Establishment agrees to maintain, in working order, external security cameras, or to participate in the DC Security Camera Rebate Program to add cameras, and register said cameras with MPD personnel, within one hundred eighty (180) days of signing this Agreement. Establishment shall retain video footage for 30 days and provide to MPD or ABCA on request.
- c. Establishment shall remove or paint over, or report to the city via documented 311 ticket, any graffiti, spray paint or other defacement on the exterior of the property used by the Establishment to conduct business within 72 hours. The exterior of the property includes roll-up gates, brick walls, window glass, fencing and other outward facing surfaces of the Establishment that can be seen when the Establishment is open or closed.

**8. BINDING EFFECT:**

- a. This Agreement shall be binding upon and enforceable against any successors of the parties. Applicant agrees to specifically notify any prospective subsequent license holder of the existence of this Agreement and to provide them with a copy.
- b. This Agreement may be modified, and such modification may be implemented by mutual agreement of the parties in writing and the subsequent approval by the ABCA Board as required by District law.
- c. Upon execution of this agreement and its acceptance by ABCA, ANC 5F shall refrain from filing a protest of the Applicant's pending ABCA license application.

**9. INCORPORATION INTO LICENSE:** The provisions of this Agreement shall become part of the conditions of the Establishment's License in this matter and shall remain in force upon renewal or transfer of said License. Violations of this Agreement by the Establishment, or the Establishment's failure to implement measures called for in this Agreement, may be deemed just cause for the ABC Board to suspend or revoke the License granted to its establishment or to take any other corrective or punitive measures the Board deems just and proper.

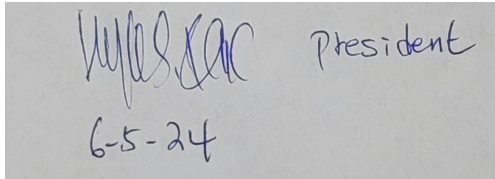
**10. AGREEMENT AVAILABLE UPON DEMAND:** The licensee shall keep a copy of this agreement on the premises and make it available to law enforcement or ABCA

inspectors upon request. The licensee is encouraged to work with ANC 5F to address concerns arising from violations of this agreement.

- 11. RIGHT TO CURE:** In the event that either party believes the other has materially breached any obligations under the Agreement, such party shall give written notice to the other of the existence and specific nature of the breach. The party alleged to be in breach shall have fourteen (14) days to cure the alleged breach. If the breach is not cured within the notice period, failure shall constitute cause for the ANC to file a complaint with the ABCA Board pursuant to District law to enforce the Agreement.
- 12. OTHER LAWS:** The parties further stipulate that licensee shall comply with applicable District laws and ABCA regulations regarding the license, and that said laws and regulations shall override this agreement in any conflict.

IN WITNESS WHEREOF, the parties executed this Agreement as of the date and year first above written.

By the Establishment: (name and date)



Wyles & Co. President  
6-5-24

By ANC 5F: (name and date)



Joe Bishop-Henchman  
Commissioner, ANC 5F06  
6/7/24