

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

**In the Matter of:** )  
 )  
18th & D Liquors, Inc. )  
t/a Master Liquors )  
 )  
Application for Renewal of a )  
Retailer's Class A License )  
 )  
at premises )  
1806 D Street, NE )  
Washington, D.C. 20002 )  
 )

Case No.: 21-PRO-00029  
License No.: ABRA-074594  
Order No.: 2021-751

18th & D Liquors, Inc., t/a Master Liquors, Applicant

Brian Alcorn, Commissioner, Advisory Neighborhood Commission (ANC) 6A

Alix Preston, Designated Representative, a Group of Five or More Individuals

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

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

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The Application filed by 18th & D Liquors, Inc., t/a Master Liquors (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 June 14, 2021, and a Protest Status Hearing on June 30, 2021, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Alcoholic Beverage Control Board (Board) reflect that the Applicant, ANC 6A, and a Group of Five or More Individuals have entered into a

Settlement Agreement (Agreement), dated November 3, 2021, 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 the Protestants are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 6A and the Group of Five or More Individuals of this Application.

Accordingly, it is this 17th day of November 2021, **ORDERED** that:

1. The Application filed by 18th & D Liquors, Inc., t/a Master Liquors, for renewal of its Retailer's Class A License, located at 1806 D Street, NE, Washington, D.C., is **GRANTED**;
2. The Protests of ANC 6A and the Group of Five or More in this matter are hereby **WITHDRAWN**;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 Control Board

eSigned via SeamlessDocs.com  
*Donovan Anderson*  
Key: ac43c4b6b9d4f86e4b730000f8dccc8

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Donovan Anderson, Chairperson

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*James Short*  
Key: 5476c330270c66e61b3725d1248c

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James Short, Member

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*Bobby Cato*  
Key: 2b8d3fca1b414617f9d75ac7917d2cd

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Bobby Cato, Member

eSigned via SeamlessDocs.com  
*Rafi Alaya Crockett, Member*  
Key: fb106f1845e1f8e401f155ebc1291cc

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Rafi Crockett, Member

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*Jeni Hansen, Member*  
Key: 82172931c70e447491b5c6fc2a4158f

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Jeni Hansen, Member

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*Edward S. Grandis, Member*  
Key: 5027bda71d1040ac14a4ab50541ce5

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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).

Settlement Agreement between Master Liquors and a  
Group of Five or More Individuals

Made this 3rd day of November, 2021

by and between

**18<sup>th</sup> & D Liquors, Inc., t/a Master Liquors**

1806 D Street NE

Washington DC 20002

and

**A Group of Five or More Individuals**

**(ANC 6A and List of Names)**

**Preamble**

Through this Agreement, both parties aim to create an environment whereby Licensee may operate as a viable contributing business to the ANC 6A community, while concurrently curtailing any adverse effects a business such as Licensee could have on the surrounding neighborhood. This agreement applies to the Class A liquor license held by 18<sup>th</sup> & D Liquors, t/a Master Liquors that permit the retail sale of beer, wine, and spirits for off premises consumption.

Licensee agrees to work regularly with ANC 6A, neighborhood associations, and residents to ensure the business operations do not adversely affect the surrounding neighborhood. All parties believe the statements and provisions contained in this agreement are reasonable and must become wholly integrated into the day-to-day operation of the business establishment ("Establishment").

**Witnesseth**

Whereas, Licensee's premises is within the boundaries of ANC 6A; and,

Whereas, the parties desire to enter into an agreement governing certain requirements and understandings regarding the issuance of a Retailer's Class "A" Liquor License at the subject premises; and,

Whereas, the parties wish to state their mutual intention and commitment to promote the success, peace, order, and quiet of the community. Both parties recognize the importance of commercial districts (and limited commercial operations within residential districts) and their adjacent neighborhoods that are safe, clean, and pedestrian-friendly.

**Settlement Agreement between Master Liquors and a  
Group of Five or More Individuals**

**The Parties Agree As Follows:**

1. The Licensee will not sell alcoholic beverages to customers that have been consuming alcohol on or around the premises of or in front of or in the immediate vicinity of 1806 D Street NE.
  - a. The property at 1801 D Street NE has been evaluated and reviewed by the Office of the Zoning Administrator and DCRA's Office of General Counsel. It has been determined that under the 2016 Zoning Regulations, 1801 D Street NE is considered accessory parking to the commercial businesses located at 1802, 1804 and 1806 D Street NE.
2. Licensee shall make efforts to discourage loud noise and rowdiness of customers on or near the premises at 1806 D Street NE. The licensee will call the Metropolitan Police Department (MPD) if the Licensee is unable to adequately reduce the noise within ten minutes from patrons or others in the area. It is the intent of this paragraph to protect the peace and quiet of the neighborhood wherein the Licensee's business resides.
3. Licensee will make reasonable efforts to prohibit and prevent public intoxication, public consumption of alcohol, smoking of marijuana, issues relating to illegal drugs, and any other illegal activity on the premises of or around 1806 D Street NE. Licensee will contact and cooperate with MPD and other law enforcement officials when known or suspected drug activities occur at the aforementioned location. If illegal activity is observed, the applicant will contact MPD. A log of the dates, times, and reasons for all call records will be maintained by the Establishment and provided to MPD or the District of Columbia Alcoholic Beverage Regulation Administration (ABRA) immediately as requested.
4. Licensee shall have recording video cameras which cover the inside area of the Establishment where alcoholic beverages are sold, the immediate outside areas of the Establishment, and the parking lot at 1801 D ST NE. The Establishment shall:
  - (a) Ensure the cameras are operational;
  - (b) Maintain footage for a minimum of 30 days;
  - (c) Make the security footage available within 48 hours upon the request of MPD or ABRA.Licensee will have until December, 2021 to bring the Establishment into compliance with this numbered part of the agreement.
  - a. Video Cameras and Recording Equipment
    - (1) The applicant shall install four exterior video cameras ("cameras"). Two cameras shall maintain a view of the public space immediately in front of the establishment and to the left and right of the front entrance on D Street, NE. One camera shall maintain a view of the rear alley behind 1806 D ST NE. One camera shall maintain a view of the entirety of the parking lot at 1801 D St NE which is

Settlement Agreement between Master Liquors and a  
Group of Five or More Individuals

- located on the south side of D St NE across from the establishment. One camera for the interior of the store.
- (2) The applicant shall record video footage using the cameras and maintain the video recordings for thirty (30) days.
- (3) The applicant shall inspect the cameras and recording equipment every 30 days to ensure they are operable. The applicant shall make a reasonable effort to replace or repair inoperable camera or recording equipment within fifteen (15) day of when it is discovered to be inoperable.
- (4) The requirements to install cameras and maintain video recordings shall be become effective December 1st, 2021.
5. Licensee will coordinate with owner of 1801 D ST NE to install a fence at least 6 feet tall around 1801 D Street NE and secure this parking lot at all times from all individuals and vehicles (see exceptions below). Signage will be clearly posted and the DC Department of Public Works (DPW) will be notified to tow cars that do not qualify as being used for accessory parking for the parking lot. The parking lot will be in compliance with DC zoning Title 11, Subtitle C, Chapter 7, Section 715 pertaining to landscaping and lighting.
- a. The property owner of 1801 D Street NE will determine future use to include ZipCars or other similar car rental services that are in compliance with DC codes or any certificate of occupancy for the property. The property owner will secure the area at all times and restrict access except for reasons stated above or amended to later. Access will only be granted by the property owner.
  - b. Licensee will have until December 1<sup>st</sup>, 2021 to coordinate with the owner of 1801 D ST NE to come into compliance with this numbered part of the agreement.
  - c. Licensee will coordinate with the owner of 1801 D ST NE to make repairs to the fence on a yearly basis to fix any broken or severely damaged parts of the fence.
6. Licensee will not sell alcoholic beverages to obviously intoxicated customers. This includes customers that are drinking alcohol out of open containers within the immediate premises and in front of the premise at 1806 D Street NE.
7. Licensee will not sell fewer than three beers at a time if the individual beer container is less than or equal to 24 ounces or if the individual alcohol container is less than 375 milliliters. Licensee will also use clear bags for all sales except for liquor 750 milliliters and 1.75 liter glass bottles to prevent breakage. Licensee will have until January 1<sup>st</sup>, 2022 to come into compliance with this numbered section of the Agreement.
8. Licensee will not give away or sell "go-cups" or any item that liquids can easily be transferred into. This includes Solo Cups individually or in multiple packages.

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9. Licensee will close no later than 8 pm for all days of the week.
10. Licensee will twice daily check the area within 100 feet of the Establishment for litter or other refuse and properly remove it. It is recommended this activity occur once before the establishment opens and once between 3 pm and 5 pm.
11. Licensee will adhere to any COVID-19 pandemic-related laws and regulation, , including any orders issued by the Mayor of D.C. Specifically Licensee will adhere to any laws, regulations or Mayor's Orders regarding masks or social distancing within the Establishment or in the immediate vicinity of the Establishment.

**Enforcement**

Licensee and the named Group of Five or More Individuals agree to enter into this Agreement. If Licensee should breach the conditions of this Agreement, it is understood by all parties that ANC 6A and/or its committees and/or members of the community may immediately file a complaint with the ABC Board, which will be investigated by ABRA's Enforcement Division, and may subject Licensee to a Show Cause proceeding or any other penalty available to the Board under the law.

**In Witness Whereof**

The parties have affixed hereto their hands and seals.

Licensee:

By: Johnnie B. Biley Date: 11-2-21

Signature Johnnie B. Biley

**A Group of Five or More Individuals:**

1. Name: Andrew Marchesseault

Signature: Andrew Marchesseault

2. Name: Analiese Marchesseault

Signature: [Signature]

~~Registration~~

Settlement Agreement between Master Liquors and a  
Group of Five or More Individuals

3. Name: Rachel Mackey

Signature: Rachel Mackey

4. Name: Alex Mackey

Signature: Alex Mackey

5. Name: Noelle Trent

Signature: NT

6. Name: ALIX PRESTON

Signature: AP