

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

In the Matter of:)

Wi Mila, Inc.)
t/a New Seven Market)

Application for Renewal of a)
Retailer's Class B License)

at premises)
1406 Good Hope Road, SE)
Washington, D.C. 20020)

Case No.: 21-PRO-00005
License No.: ABRA-113576
Order No.: 2021-426

Wi Mila, Inc., t/a New Seven Market, Applicant

Kevin Lee, Counsel, on behalf of the Applicant

Holly Muhammad, Commissioner, Advisory Neighborhood Commission (ANC) 8A

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

**ORDER ON SETTLEMENT AGREEMENT
AND WITHDRAWAL OF ANC 8A'S PROTEST**

The Application filed by Wi Mila, Inc., t/a New Seven Market (Applicant), for Renewal of its Retailer's Class B License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on February 1, 2021, and a Protest Status Hearing on February 25, 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 and ANC 8A have entered into a Settlement Agreement (Agreement), dated July 23, 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 Commissioner Holly Muhammad, on behalf of ANC 8A, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 8A of this Application.

Accordingly, it is this 28th day of July 2021, **ORDERED** that:

1. The Application filed by Wi Mila, Inc., t/a New Seven Market, for renewal of its Retailer's Class B License, located at 1406 Good Hope Road, SE, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 8A in this matter is hereby **WITHDRAWN**;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; and
4. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage Control Board

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Donovan Anderson, Chairperson

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Rafi Crockett, Member

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Jeni Hansen, Member

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Edward Grandis, Member
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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 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).



ADVISORY NEIGHBORHOOD COMMISSION 8A

*Government of the District of Columbia
Anacostia/ Fairlawn/ Hillsdale/ Sheridan*

**SETTLEMENT
AGREEMENT BY AND BETWEEN
ADVISORY NEIGHBORHOOD COMMISSION 8A
&
NEW 7 MARKET**

Commissioners

Holly Muhammad

Chairperson

SMD 8A01

Barbara Clark

Vice Chair

SMD 8A02

Laniece Moore

Treasurer

SMD 8A04

Jamila White

Secretary

SMD 8A05

Brian Thompson

SMD 8A03

Robbin McKinney

SMD 8A06

Steven Tiller

SMD 8A07

Pursuant to this Settlement Agreement, ("Agreement"), by and between Wi Mila, Inc t/a New Seven Market ("Applicant") and Advisory Neighborhood Commission 8A ("ANC 8A"), effective as of the date of its adoption by ANC 8A, the parties hereby agree to be legally bound by the terms and conditions of this Agreement as it relates to its application for a Class "B" License (ABRA-113576) ("License"), now pending before the District of Columbia Alcoholic Beverage Regulatory Administration ("ABRA"), for the conduct of business located at 1406 Good Hope Road, S.E. Washington, DC 20020 "Premises").

WHEREAS, the premises is within the boundaries of ANC 8A,

WHEREAS the Applicant and ANC 8A wish to voluntarily and mutually memorialize the terms and conditions upon which ANC 8A has agreed to support the Applicant's License, pursuant to the provisions of D.C. Code § 25-446, for the operation and maintenance of Applicant's business in such a manner as to promote further the security, sanitation, peace, order, and quiet of the neighborhood in a manner that ANC 8A deems to be in the best interests of the neighborhood; and

WHEREAS ANC 8A hereby supports the Applicant's License upon the Applicant's Agreement to execute and abide by the terms and conditions hereof.

NOW, THEREFORE, the parties agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Nature of the Business. The Applicant shall manage and operate at the address a place regularly used for the sale of alcohol. The Applicant will operate a Retailer's Class "B" license under the following provisions:
 - a. The Applicant will comply with all laws and regulations governing the operations of the Establishment.

b. The Applicant will not 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.

c. The Applicant will discourage the illegal public consumption of alcohol inside, on the sidewalk, or around the immediate area and will participate in an ABC Board-approved course in alcoholic beverage sales management.

d. The Applicant will not sell or provide cups or single servings of ice; and,

e. The Applicant agrees to post this Settlement Agreement alongside the Applicant's ABC License.

3. Hours of Operation and Sales. The Applicant's hours of operation hours during which the sale of alcohol is permitted shall be as follows:

Hours of operation: 7:00 am to 12:00 am, Monday through Sunday

Hours of Sale of alcohol: 7:00 am to 12:00 am, Monday through Sunday

4. Signage and Monitoring. Applicant will strictly comply with D. C. Official Code and will use best efforts to prevent loitering, rowdiness, panhandling, and criminal activity within the immediate area in front or on the side of the Establishment:

a. Post a "No Loitering / Panhandling" sign on the outside of the Establishment.

b. Posting a notice kept in good repair and visible from the point of entry, a sign which states the minimum age requirement for the purchase of alcohol and the obligation of the patron to produce a valid identification document to purchase alcohol.

c. Work with the MPD to eliminate loiterers observed outside of the Establishment daily.

d. Call MPD to report loitering and illegal activity within or immediately outside of the Premise; and

e. Maintain a written record of dates and times when MPD is called for assistance. Applicant's log shall be provided to the Board upon request.

5. Security and Maintenance. Applicant will abide by the following conditions as it relates to trash management and maintenance of the Establishment:

a. Applicant shall ensure that premises, inside and out, are clean and sanitary.

b. Keep entire property and the sidewalk (up to and including the curb) free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall monitor these areas sufficiently to ensure that refuse and other materials are promptly removed.

c. Exercising due diligence to prevent and or rid vermin infestation in and around the Establishment, including following the recommendations and guidelines of the Vector Control Division of the D.C. Health.

d. Remove snow and ice from sidewalks fronting the Establishment within the time limits set by the District of Columbia.

e. Increase and maintain lighting and video surveillance inside and outside the Establishment; and

f. Improve the physical exterior façade of the store.

6. Compliance with Agency Regulations. Applicant promises to abide by ABRA, Department of Consumer and Regulatory Affairs (DCRA), D.C. Health and other applicable D.C. Agency regulations regarding (a) conduct of its business and (b) the ownership of the license and all other provisions applicable to liquor licenses.

7. Notice and Opportunity to Cure. If any of the parties is in breach of their S.A., it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the S.A. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall be provided for a cure within 10 calendar days of the date of such notice. If Applicant refuses or fails to commence the cure or diligently to pursue such cure within the 10 days (or a breach which reasonably requires more than 10 days to cure), such refusal or failure shall constitute a cause for filing a complaint with the ABRA Board pursuant to D.C. Code § 25-447.

8. Cancellation of Previous Agreements. Except as otherwise explicitly provided herein, this Agreement shall have full force effect and constitute the Agreement between the parties. This Agreement may only be modified by written Agreement of all the parties or their successors, or otherwise in accordance with the law. This Agreement supersedes any previous Voluntary or Settlement Agreements with ANC8.






ANC 8A Settlement Agreement New 7 Market 7-2021(9) (2)

Final Audit Report

2021-07-27

Created:	2021-07-27
By:	April Randall (april.randall2@dc.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4rSBAN1m5bWXBkczrdEaznirJs0-Uch

"ANC 8A Settlement Agreement New 7 Market 7-2021(9) (2)" History

-  Document created by April Randall (april.randall2@dc.gov)
2021-07-27 - 1:29:52 PM GMT- IP address: 164.82.1.13
-  Document emailed to Holly Muhammad (8a01@anc.dc.gov) for signature
2021-07-27 - 1:30:32 PM GMT
-  Email viewed by Holly Muhammad (8a01@anc.dc.gov)
2021-07-27 - 1:48:24 PM GMT- IP address: 172.58.187.104
-  Document e-signed by Holly Muhammad (8a01@anc.dc.gov)
Signature Date: 2021-07-27 - 1:51:26 PM GMT - Time Source: server- IP address: 172.58.187.104
-  Agreement completed.
2021-07-27 - 1:51:26 PM GMT