

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

In the Matter of:)	
)	
B & S Business Enterprises, Inc.)	
t/a Randall Grocery)	
)	
Application for Renewal of a)	Case No.: 20-PRO-00057
Retailer's Class B License)	License No.: ABRA-019046
)	Order No.: 2021-345
at premises)	
2924 Minnesota Avenue, SE)	
Washington, D.C. 20019)	

B & S Business Enterprises, Inc., t/a Randall Grocery, Applicant

Tiffany I. Brown, Chairperson, on behalf of Advisory Neighborhood Commission (ANC)
7B

Patricia Howard Chittams, Designated Representative, on behalf of a Group of Five or
More Individuals

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

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

The Application filed by B & S Business Enterprises, Inc., t/a Randall Grocery (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 January 25, 2021, and a Protest Status Hearing on February 11, 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 7B, and the Group of Five or More Individuals have entered into a Settlement Agreement (Agreement), dated June 12 2021, 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; Chairperson Tiffany I. Brown, on behalf of ANC 7B; and Patricia Howard Chittams, on behalf of the Group of Five or More Individuals; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 7B and the Group of Five or More Individuals of this Application.

Accordingly, it is this 16th day of June 2021, **ORDERED** that:

1. The Application filed by B & S Business Enterprises, Inc., t/a Randall Grocery, for renewal of its Retailer's Class B License, located at 2924 Minnesota Avenue, SE, Washington, D.C., is **GRANTED**;
2. The Protests of ANC 7B and the Group of Five or More Individuals in this matter are hereby **WITHDRAWN**;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, except for the following modification:

Subsection 2(c) (Nature of the Business) – This Subsection shall be removed.

The parties have agreed to this modification.

4. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlersDocs.com
Donovan Anderson
Key: ac8206848492f56e8b7200934185088

Donovan Anderson, Chairperson

eSigned via SeamlersDocs.com
James Short
Key: 547aa378920a6e6a0b18032642480c

James Short, Member

eSigned via SeamlersDocs.com
Bobby Cato
Key: 256d3fcaadba14647f0b75ed7617620a

Bobby Cato, Member

Rema Wahabzadah, Member

eSigned via SeamlersDocs.com
Rafi Aliya Crockett, Member
Key: b560e91845e1f9e4016135e6c1281c2

Rafi Crockett, Member

eSigned via SeamlersDocs.com
Jeni Hansen, Member
Key: 82172001250584474016566c3a1180b

Jeni Hansen, Member

eSigned via SeamlersDocs.com
Edward Grandis, Member
Key: 5027bda7ff9f0040ec14adeb52541ce5

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).

NAYLOR DUPONT 
Advisory Neighborhood Commission 7B

SETTLEMENT AGREEMENT BY AND BETWEEN
ADVISORY NEIGHBORHOOD COMMISSION 7B
&
Committee of 11
and
B&S Business Enterprise, Inc. t/a Randall Grocery

Pursuant to this Settlement Agreement, ("Agreement"), by and between B & S Business Enterprises, Inc.; Trade Name: Randall Grocery (Applicant) and Advisory Neighborhood Commission 7B ("ANC7B") and The Committee of 11, effective as of the date of its adoption by ANC7B, the parties hereby agree to be legally bound by the terms and conditions of this Agreement as it relates to its application for a new Class "B" License ABRA-019046 ("License"), now pending before the District of Columbia Alcoholic Beverage Regulatory Administration ("ABRA"), for conduct of business located at 2924 Minnesota Avenue, SE, Washington, DC 20019 ("Premises").

WHEREAS, the premises is within the boundaries of the ANC7B, and, geographically between the 2900 block of M Street SE and the 2900 block of Minnesota Avenue, SE.

WHEREAS Applicant and ANC7B and the Committee of 11 wish to voluntarily and mutually memorialize the terms and conditions upon which ANC7B 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 further promote the security, sanitation, peace, order and quiet of the neighborhood in a manner that ANC7B deems to be in the best interests of the neighborhood; and

WHEREAS ANC7B and the Committee of 11 hereby supports the Applicant's License upon the agreement of Applicant 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 that is 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 container is less than 70 ounces;

- c. The Applicant shall apply for and receive approval of an exemption as provided for in DC Code 25-346 (c)1 for the sale or delivery of an individual container of beer or ale of less than 70 ounces. However, Applicant shall not sell or deliver spirits (liquor) that are of volumes smaller than half-pints. Further, Applicant shall not divide a manufacturer's package of more than one container of wine, beer, malt liquor, ale or spirits of less than 70 ounces, except for the purposes of "tastings".
 - d. The Applicant will discourage the illegal public consumption of alcohol inside, on the parking lot, or around the immediate area and will participate in an ABC Board-approved course in alcoholic beverage sales management;
 - e. The Applicant will not sell or provide cups or single servings of ice; and,
 - f. 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 are permitted shall be as follows:
- Sunday through Saturday 8:00 a.m. – 9:00 pm.
4. **Control of Sales:** Applicant will not sell alcoholic beverages to minors. Applicant will not sell alcoholic beverages to any person who appears to be intoxicated. Applicant will not sell drug paraphernalia to include:
- a. Single or loose cigarettes
 - b. Blunt papers, blunt wrappers and tobacco leaves
 - c. Single/individual razor blades that are not contained in tagged manufactured packaging.
5. **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 and behind the Establishment.
- a. The Owner's/Operators shall post three "No Loitering / Panhandling" signs visible from the point of entry to the establishment and three additional signs outside of the establishment;
 - b. The Owner's Operators shall post said notice kept in good repair and visible from point of entry, a sign which states:
 - i. the minimum age requirement for purchase of alcohol; and,
 - ii. the obligation of the patron to produce a valid identification document in order to purchase alcohol;
 - c. The Owner's/Operators shall, whenever it is determined safe to do so, request loiterers to disburse whenever they are observed outside of the establishment or on the property of the establishment;
 - d. The Owner's/Operators shall call MPD to report illegal activity and/or loitering within or on the premise surrounding the establishment;
 - e. The Owner's/Operators shall cooperate with MPD by participating in all applicable investigations requiring their testimony.

- f. The Owner's/Operators shall monitor by human or electronic video surveillance the area immediately surrounding their premises;
 - g. The Owner's/Operators video surveillance equipment shall be a resolution sufficient to identify individuals; vehicles or actions at night and during the day
 - h. **The Owner's/Operator's shall monitor by human and electronic vido surveillance the area immediately surrounding their establishment daily.**
 - i. The Owners/Operators shall provide enhanced lighting to assist in the human and/or electronic video surveillance of the area immediately surrounding their premises;
 - j. The Owners/Operators shall monitor for, among other things, safety, public drinking, public urination, prostitution and other behavior disruptive to the community.
 - k. The Owner's/Operators shall monitor to ensure that all vehicles parked on the premises of the establishment are bonified customer's of the establishment and shall set and enforce maximum time limits for parking on the private property of the establishment utilizing a licensed registered towing company to remove violators;
 - l. The Owner's/Operators shall enforce the prohibition on vehicile repair, vehicle washing on the premises by contacting MPD whenever it occurs;
 - m. The Owner's/Operators shall physically or via electronic video monitor the parking lot of the establishment in order to ensure that it is free of debris and strickly prohibit utilizing the property for other purposes and place notices of the same.
 - n. The Owner's/Operators shall ensure that electronic video monitoring equipment is in working order at all times, and shall maintain a record of all monitoring for at least 30 days. The Owner's/Operators shall provide a copy of the electronic video record upon demand by MPD or ABRA.
 - o. If the Owner's/Operators know or reasonably should know that the cameras are not operational, the licensee shall notify the Board within 10 days of learning that the cameras are not operating and provide the Board with proof of corrective maintenance.
 - p. The Owner's/Operators shall keep a written record of dates and times when MPD is called for assistance. Applicant's log shall be provided to the Board upon request;
6. ***Trash Management and Maintenance.*** Applicant will abide by the following conditions as it relates to trash management and maintainance of the public space adjacent to the establishment as well as the premesis surrounding the establishment;
- i. Applicant shall contract with third party sanitation or waste management and recycling vendor(s) to collect garbage and recyclable trash a minimum of two (2) days per week (or such more frequent schedules as may be necessary to prevent the receptacles from exceeding their capacity);
 - ii. Applicant will ensure that garbage and recyclables shall be collected by a third party waste management vendor at a time that is the least disruptive to the neighbors but shall not occur after 10:00 p.m. or before 7:00 a.m.;
 - iii. Applicant shall dispose recyclable and non-recyclable trash in appropriate rodent-proof receptacles capable of being fully closed with rodent proof lids;

- iv. All receptacles used for garbage and recyclable trash shall be maintained in good repair and in safe and sanitary condition. Any damaged or leaking containers that become bent or warped such that they are no longer rodent-proof, shall be promptly repaired or replaced.
 - v. Applicant will daily check the trash storage area and pick up or hose down any debris or liquid waste left behind after garbage or recycling receptacles have been emptied;
 - vi. Applicant shall ensure that trash receptacles are washed as frequently as needed but no exterior power washing shall take place between the hours of 7:00 p.m. and 9:00 a.m. on weekdays or 7:00 p.m. and 10:00 a.m. on weekends.
 - vii. Applicant shall cooperate and permit inspection of the premises, including but not limited to the trash storage area, as may be reasonable pursuant to District regulations or as may be reasonably requested by any authorized District of Columbia governmental entity.
- a. Keeping its entire property and the sidewalk (up to and including the curb), tree box(es), curb, and alley clean and 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.
 - b. 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.
 - c. The Owner's/Operators shall remove graffiti within 30 days of it's appearance.
 - d. The Owner's/Operators shall keep all video surveillance and enhanced lighting equipment in working order at all times; in the event of failure of the equipment, the owner's/operators shall have five days to repair said equipment prior to being in breach of this agreement;
 - e. Removing snow and ice from sidewalks surrounding the establishment within the time limits set by the District of Columbia.
6. ***Compliance with Agency Regulations.*** Applicant promises that is shall abide by ABRA, Department of Consumer and Regulatory Affairs (DCRA), DC Health and other applicable DC 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.*** In the event that any of the parties is in breach of their SA, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the SA. 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-day period (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 shall 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 law. All other previous Voluntary or Settlement agreements are rendered null and void.

IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.

APPLICANT:

Name: B&S Business Enterprise, Inc, t/a Randall Grocery
ABRA-019046

Washington, DC 20020

E-mail: jshin902@gmail.com

James Shin, Owner

Signature: 

Date: 6/12/21

COMMITTEE OF 11

Email: patricia.chittams@gmail.com

Patricia Howard Chittams, Representative

Signature: 

Date: 6-12-21

ANC 7B:

Advisory Neighborhood Commission 7B

Washington, DC 20020

7B@anc.dc.gov

Tiffany L. Brown, Chairperson

Signature: 

Date: 6-12-2021