

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

In the Matter of:)
)
John, LLC)
t/a Toni's Market)
)
Holder of a)
Retailer's Class A License)
)
at premises)
5319 East Capitol Street, SE)
Washington, D.C. 20019)
)

License No.: ABRA-102043
Order No.: 2024-304

John, LLC , t/a Toni's Market, Licensee

Kimberly Martin, Commissioner, Advisory Neighborhood Commission (ANC) 7C

Mandla Deskins, President, Capitol View Civic Association (CVCA)

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

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that John, LLC, t/a Toni's Market, (Licensee), ANC 7C, and CVCA entered into a Settlement Agreement (Agreement), dated April 26, 2024, 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; Commissioner Kimberly Martin, on behalf of ANC 7C; and Mandla Deskins, on behalf of CVCA; are signatories to the Agreement.

Accordingly, it is this 1st day of May 2024, **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 Parties.

District of Columbia
Alcoholic Beverage and Cannabis Board

eSigned via SeamlessDocx.com
Donovan Anderson
Key: ac43cb8689d5f69e4e730069d1dccc8

Donovan Anderson, Chairperson

eSigned via SeamlessDocx.com
James Short
Key: 547ae373f820de6ac8d1b332d2049ec

James Short, Member



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 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 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).

SETTLEMENT AGREEMENT BY AND BETWEEN ADVISORY NEIGHBORHOOD COMMISSION 7C

and

John, LLC /Toni's Market – Class A - 102043

THIS NEW SETTLEMENT AGREEMENT, made this ___ day of April, 2024 replaces and supersedes the prior Settlement Agreement between license-holder John, LLC d/b/a Toni's Market ("Licensee"), Advisory Neighborhood Commission 7E (ANC 7E), and CVCA (now Capitol View Civic Association) dated June 15, 2021 and approved by the ABRA Board on June 30, 2021 (ABRA Board Order No. 2021-376). The New Settlement Agreement is between Advisory Neighborhood Commission 7C (ANC 7C), CVCA (now Capitol View Civic Association), and John, LLC d/b/a Toni's Market ("Licensee") effective as of the date of its adoption, the parties hereby agree to be legally bound by the terms and conditions of this Agreement as it relates to its application for a renewal Class "A" License (ABRA-102043) ("License"), now pending before the District of Columbia Alcoholic Beverage and Cannabis Administration ("ABCA").

WHEREAS, the premises is within the boundaries of the ANC, and,

WHEREAS Licensee and ANC7C wish to voluntarily and mutually memorialize the terms and conditions upon which ANC7C has agreed to support the Licensee's License, pursuant to the provisions of [D.C. Code § 25-446](#), for the operation and maintenance of Licensee's business in such a manner as to further promote the security, sanitation, peace, order, and quiet of the neighborhood in a manner that ANC7C deems to be in the best interests of the neighborhood; and

WHEREAS ANC7C hereby supports the Licensee's License upon the agreement of Licensee 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 Licensee shall manage and operate at the address a place that is regularly used for the sale of alcohol. The licensee will operate a Retailer's Class "A" license under the following provisions:
 - a. The Licensee will comply with all laws and regulations governing the operations of the establishment;
 - b. The Licensee 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 Licensee 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 fewer than 70 ounces. However, Licensee shall not sell or deliver spirits (liquor) that are of volumes smaller than half-pints. Further, Licensee 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 Licensee 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 Licensee will not sell or provide cups or single servings of ice; and,
- f. The Licensee agrees to post this Settlement Agreement alongside the Licensee's ABC License.

3. **Hours of Operation and Sales.** The Licensee's hours of operation and selling alcohol shall be as follows:

Sunday: 9:00 a.m. - 9:00 p.m.

Monday through Saturday 9:00 a.m. - 12:00 a.m.

4. **Signage and Monitoring.** The licensee 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 point of entry, a sign which states:
 - i. the minimum age requirement for the purchase of alcohol; and,
 - ii. the obligation of the patron to produce a valid identification document to purchase alcohol;
- c. Calling MPD to report illegal activity within or immediately outside of the Premise;
- d. Licensee shall have recording cameras which cover the inside area where alcoholic beverages are sold as well as the immediate outside areas of the Premises. In accordance with [D.C. Code § 25-402\(d\)\(3\)\(G\)](#), the establishment shall:
 - i. Ensure the cameras are operational;
 - ii. Register cameras with CameraConnectDC
 - iii. Maintain footage for a minimum of 30 days; and
 - iv. Make the security footage available within 48 hours upon the request of ABCA or the MPD

5. **Trash Management and Maintenance.** Licensee will abide by the following conditions as it relates to trash management and maintenance of the public space adjacent to the establishment:

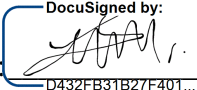
- a. Licensee shall exclusively utilize an interior trash storage room within the Premises with sufficient capacity to store all recyclable trash, and non-recyclable trash (garbage).
 - i. Licensee shall contract with third-party sanitation or waste management and recycling vendor(s) to collect garbage 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. Licensee 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 p.m. or before 7 a.m.;
 - iii. Licensee shall dispose recyclable and non-recyclable trash in appropriate rodentproof receptacles capable of being fully closed with tight-fitting lids;
 - iv. All receptacles used for garbage and recyclable trash shall be maintained in good repair and in a 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. Licensee 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. Licensee 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.
- b. 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. The licensee 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. Removing snow and ice from sidewalks fronting the establishment within the time limits set by the District of Columbia.
6. ***Compliance with Agency Regulations.*** Licensee promises that it shall abide by ABCA, DC Department of Licensing and Consumer Protection (DLCP), 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. ***Participation in the Community.***
- a. Licensee is expected to maintain open communication with ANC and the community, including the Capitol View Civic Association, for which the ANC acts.
 - b. Licensee is expected to contribute to coordinated neighborhood improvement activities.
8. ***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 Licensee 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 15 days to cure), such refusal or failure shall constitute a cause for filing a complaint with the ABCA Board pursuant to [D.C. Code § 25-447](#).

BY OUR SIGNATURES BELOW, we hereby approve and accept the terms of this Settlement Agreement by and between John, LLC d/b/a Toni's Market, Capitol View Civic Association (CVCA), and Advisory Neighborhood Commission 7C (ANC 7C):


LICENSEE:

Signature:  Date: 4/25/2024

Owner: Semagne Wubneh

E-mail: Semahegnwubneh@gmail.com

For Capitol View Civic Association (CVCA):

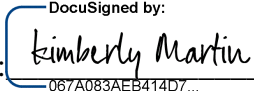
Signature:  Date: 4/25/2024

Mandla Deskins

President, Capitol View Civic Association

Email: capitolview.dc@gmail.com

For ANC 7C:

Signature:  Date: 4/26/2024

Kimberly Martin

Commissioner for Single Member District 7C08

Email: 7C08@anc.dc.gov