

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

In the Matter of:)

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

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

at premises)
5319 East Capitol Street, SE)
Washington, D.C. 20019)

Case No.: 21-PRO-00037
License No.: ABRA-102043
Order No.: 2021-376

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

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

Myron Smith, President, Capitol View Civic Association (CVCA)

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 ANC 7E'S PROTEST**

The Application filed by John, LLC, t/a Toni's Market (Applicant), for Renewal of its Retailer's Class A License, was protested by ANC 7E.

The official records of the Alcoholic Beverage Control Board (Board) reflect that the Applicant, ANC 7E, and CVCA have entered into a Settlement Agreement (Agreement), dated June 15, 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; Commissioner Kimberly Martin, on behalf of ANC 7E; and Myron Smith, on behalf of CVCA; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 7E of this Application.

Accordingly, it is this 30th day of June 2021, **ORDERED** that:

1. The Application filed by John, LLC, t/a Toni's Market, for renewal of its Retailer's Class A License, located at 5319 East Capitol Street, SE, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 7E in this matter is hereby **WITHDRAWN**;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, 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 SeamlessDocs.com
Donovan Anderson
Key: ac4bc5002f04d8f0e472003314d2c28

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 5476c373720d6628d1e3020422485e

James Short, Member

Bobby Cato, Member

Rema Wahabzadah, Member

eSigned via SeamlessDocs.com
Rafi Aliya Crockett, Member
Key: b5650a01845e15946916159e5e12781e0

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 8217293175004474018528e2a4180f

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5027bda7ff9f0040ec14deeb52541ce5

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).

**SETTLEMENT AGREEMENT BY AND BETWEEN ADVISORY
NEIGHBORHOOD COMMISSION 7E**

and

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

THIS NEW SETTLEMENT AGREEMENT, made this ___ day of June, 2021 replaces and supersedes the prior Settlement Agreement between a prior license-holder at 5319 East Capitol Street, S.E., Washington, DC 20019 and protestants Khaliq Elhillali and Capitol View Citizen's Association (CVCA) dated April 4, 2009 and approved by the ABC Board on April 22, 2009 (ABC Board Order No. 2009-088). The New Settlement Agreement is between Advisory Neighborhood Commission 7E (ANC 7E), 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 Regulatory Administration ("ABRA").

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

WHEREAS Licensee and ANC7E wish to voluntarily and mutually memorialize the terms and conditions upon which ANC7E 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 ANC7E deems to be in the best interests of the neighborhood; and

WHEREAS ANC7E 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. Execute BAR notices for individuals repeatedly impacting “quality of life” and participate to the fullest extent required to remedy.
- e. 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. Maintain footage for a minimum of 30 days; and
 - iii. Make the security footage available within 48 hours upon the request of ABRA 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 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. ***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 ABRA 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, Advisory Neighborhood Commission 7E (ANC 7E) and Capitol View Civic Association (CVCA):

LICENSEE:

DocuSigned by:
Signature:  Date: 6/4/2021
4DE0E760CF6244B...

Owner: Semagne Wubneh

E-mail: Arsiema2002@gmail.com

For ANC 7E:

DocuSigned by:
Signature:  Date: 6/3/2021
34BD3D01027C45A...

Kimberly Martin

Treasurer ANC7E

Email: 7E07@anc.dc.gov

For Capitol View Civic Association:

DocuSigned by:
Signature:  Date: 6/15/2021
4346B82E062E4DB...

Myron Smith

President, CVCA

Email: capitolview.dc@gmail.com