

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

In the Matter of:)
)
3651 Georgia Ave, Inc.)
t/a W & S Liquor & Deli)
)
Application for Substantial Change)
(Transfer to a New Location))
to Retailer’s Class A License)
)
at premises)
3659 Georgia Avenue, NW)
Washington, D.C. 20010)
)

Case No.: 23-PRO-00071
License No.: ABRA-122985
Order No.: 2023-493

3651 Georgia Ave, Inc., t/a W & S Liquor & Deli, Applicant

Brian Footer and John Jacobson, Commissioners, Advisory Neighborhood Commission (ANC) 1E, Protestant

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

**ORDER ON SETTLEMENT AGREEMENT
AND WITHDRAWAL OF ANC 1E’S PROTEST**

The Application filed by 3651 Georgia Ave, Inc., t/a W & S Liquor & Deli (Applicant), for a transfer to a new location from 3651 Georgia Avenue, NW to 3659 Georgia Avenue, NW, Washington, D.C., having been protested, came before the Alcoholic Beverage and Cannabis Board (Board) for a Roll Call Hearing on September 11, 2023, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 1E have entered into a Settlement Agreement (Agreement), dated September 27, 2023, 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 Commissioners Brian Footer and John Jacobson, on behalf of ANC 1E, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 1E.

Accordingly, it is this 4th day of October 2023, **ORDERED** that:

1. The Application filed by 3651 Georgia Ave, Inc., t/a W & S Liquor & Deli (Applicant), for a transfer to a new location to its Retailer's Class A License, is **GRANTED**;
2. The Protest of ANC 1E in this matter is hereby **WITHDRAWN**;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 and Cannabis Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: 6c43c19669045f09e4b730093d142cc8

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 5476c3733220c66e8d1b3326d2940e7

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 256d33ca8fba148d714b75be7217d2c3

Bobby Cato, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 8217291c250c44747c509ca4182

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5027bda7f7f0040e14adeb52541ce5

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 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 (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 1E
GOVERNMENT OF THE DISTRICT OF COLUMBIA

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JOSH JACOBSON, SECRETARY
1E06@ANC.DC.GOV

BRIAN FOOTER, CHAIR
1E07@ANC.DC.GOV

SETTLEMENT AGREEMENT BY AND BETWEEN
ADVISORY NEIGHBORHOOD COMMISSION 1E AND W & S LIQUOR & DELI

THIS VOLUNTARY AGREEMENT "Agreement" is made on this 27 day of September 2023 by and between W & S Liquor & Deli ("Applicant") and the Advisory Neighborhood Commission 1E ("Protestant") collectively, ("the Parties").

WITNESSETH

WHEREAS, Applicant has applied for a Retailer's Class "A" Liquor Store for a business ("Establishment"), W & S Liquor & Deli, located at 3651 Georgia Ave, N.W., Washington, D.C. ("Premises"); and

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage and Cannabis Board ("ABC Board") approve this Agreement and the Applicant's license application conditioned upon the Applicant's compliance with the terms of this written Agreement; and

WHEREAS, the Parties are desirous of entering into a Settlement Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such manner as to minimize the effect on (i) the peace, order and quiet of the neighborhood and (ii) pedestrian safety and vehicular traffic, and to eliminate the need for a Protest Hearing regarding the license application; therefore

BE IT RESOLVED, in consideration of the provisions set forth above and the mutual covenants and conditions set forth below, the Parties agree as follows:

1. **Nature of the Establishment.** Applicant will operate and manage a Class A Liquor Store Establishment, as defined by the Board, selling primarily beer, wine, and liquor.
2. **Hours of Operation and Sales.** Establishment's permitted hours of operation and alcohol sales shall be as follows:
 - a. Interior Hours of Operation and Sales, Service, and Consumption of Alcoholic Beverages:

Day	Open Time	Close Time
Sunday	9:00 a.m.	10:00 p.m.
Monday	9:00 a.m.	10:00 p.m.
Tuesday	9:00 a.m.	10:00 p.m.
Wednesday	9:00 a.m.	10:00 p.m.
Thursday	9:00 a.m.	12:00 a.m.
Friday	9:00 a.m.	12:00 a.m.

Saturday

9:00 a.m.

12:00 a.m.

3. Noise, Loitering, Safety, and Privacy.

- a. Applicant will strictly comply with D.C. Official Code § 25-725. Applicant agrees to apply measures that will mitigate any noise from this Establishment that impacts abutting residential properties that may be heard within those surrounding homes. This includes taking the necessary measures to reduce loitering near the premises of the Establishment and recognizes that loud talking and loitering, particularly during late-night hours, may contribute to noise and impact privacy.
- b. Applicant shall take reasonable, necessary actions to ensure that music, noise, and vibration from the Establishment are not audible in any residential premises including, but not limited to:
 - i. Making reasonable architectural modifications to the Establishment; and
 - ii. Making reasonable upgrades to windows on the premises; and
 - iii. Making reasonable upgrades to the sound system; and
 - iv. Installing reasonable soundproofing and noise mitigation measures.
- c. Applicant agrees to promote safety in the neighborhood and use necessary measures to prevent and/or mitigate illegal activity on and outside of the premises of the Establishment, including public drinking and drunkenness.
- d. Applicant agrees to post notices notifying patrons and employees to be respectful of the residential area: No littering, no loitering, and no excessive noise.
- e. Applicant will adhere to provisions pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such manner as to minimize the effect on (i) the peace, order, and quiet of the neighborhood.
- f. Applicant shall prohibit the sale of alcoholic beverages within mini and single bottles (i.e., single sales), mainly anything at or below 375 ml (12.7 ounces) and disposable cups to discourage public drunkenness around the premises and public spaces.
- g. Applicant shall receive deliveries only between 9:00 a.m. and 7:00 p.m., Monday through Saturday. No deliveries, except fresh food, shall be accepted on Sunday.

4. Trash and Odors:

Applicant shall take reasonable measures to ensure that the areas immediately adjacent to the Establishment are kept in a clean and litter-free condition.

- a. All trash and recyclable materials stored outdoors at the Establishment shall be in closed containers that are resistant to vermin, leaks, and odors.
- b. Applicant shall deposit trash and garbage only in rodent resistant dumpsters and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed.
- c. Any damaged or leaking containers shall be repaired or replaced within 72 hours. Outdoor containers shall be kept closed at all times, and no waste or other materials shall be stored outdoors, except in such containers.
- d. Applicant shall arrange for trash and recycling collection a minimum of 2 times per week unless operations have been suspended.
- e. Applicant shall arrange for additional trash collection should containers become filled between pickups in order to prevent overflow of garbage and associated externalities such as odor and vermin.

- f. Applicant shall not allow trash or recyclable disposal or collection between the hours of 10:00 p.m. and 7:00 a.m.
 - g. Applicant shall keep the exterior (including immediately adjacent portions of the alley, sidewalks, tree boxes, and streets) of the Establishment free of litter, bottles, chewing gum, trash, and other debris. Applicant shall police these areas sufficiently during operating hours to assure that refuse and other materials are promptly removed.
 - h. Applicant shall take reasonable, necessary actions to mitigate odors emanating from the Establishment, including, if necessary, installing and maintaining high-efficiency exhaust ventilation and filtering systems of sufficient design and capacity as to reduce the external emission of odors.
 5. Rat and Vermin Control.
 - a. Applicant shall instruct an employee to ensure that the areas immediately adjacent to the premises, including the sidewalk, alley, street and area around its trash containers, are swept and trash and other waste are removed from the ground at the end of operations to help eliminate potential attractions for rodents, pests, and other vermin.
 - b. Applicant shall contract with a licensed exterminator to inspect the Establishment a minimum of once per quarter and shall maintain recommended pest control measures.
 6. Security.
 - a. Applicant shall take all reasonable steps to minimize problems of illegal drugs and public drinking, including, by having a sufficient number of trained employees to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; monitoring for and prohibiting sales or use of illegal drugs within or about the Premises; and maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur.
 - b. Applicant shall purchase and install security camera systems on their property and register them with the MPD. Cameras should be located on the interior and exterior of the Establishment. Applicant shall retain video footage for at least 30 days.
 7. Compliance with Regulations. Applicant shall comply with regulations of the Board (ABCA), Department of Consumer and Regulatory Affairs (DCRA), Department of Health (DOH), Department of Public Works (DPW), and other applicable DC agency regulations regarding conduct of its business, the ownership of the license, and the enforcement provisions of each respective agency.
 8. Binding Effect. This Agreement shall be binding upon and enforceable against the successors and assigns of Applicant during the term of the license to which this Agreement applies. Applicant agrees to specifically notify any prospective transferee of the existence of this Agreement and to provide them with a copy.
 9. Agreement Available Upon Demand. A copy of this Agreement shall be kept at the Establishment in a location accessible to the ABC manager on duty and made available to law enforcement officers and Alcoholic Beverage and Cannabis Administration inspectors upon request.
 10. Notices.
 - a. Notices shall be provided by email, U.S. Mail, or hand-delivery as follows:
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If to ANC:
Advisory Neighborhood Commission 1E
2605 Sherman Ave, N.W.
Washington, D.C. 20001
1e@anc.dc.gov

If to Applicant:
Solomon Lagebo
3651 Georgia Ave, N.W.,
Washington, D.C. 20010
wondayda@yahoo.com

b. Failure to give notice shall not constitute waiver or acquiescence to the violation.

BE IT RESOLVED, by the signing of the representatives of Applicant and ANC, Applicant hereby agrees to the aforementioned covenants and ANC agrees to refrain from filing a protest against Applicant's ABC License application, provided that this Agreement is incorporated into the Board's order approving Applicant's Class C Tavern ABC license.

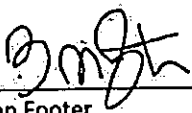
Applicant Name: Solomon LAGEBO

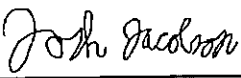
Applicant Signature: 

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Certification:

After providing sufficient notice for and with a quorum of 6 present at its September 27, 2023 meeting, Advisory Neighborhood Commission 1E voted, with 6 Yeas, 0 Nays, and 0 Abstentions, to adopt the above settlement agreement.


Brian Footer
Chairperson, ANC 1E


Josh Jacobson
Secretary, ANC 1E