

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

In the Matter of:)
)
Hann's Harvard, Inc.)
t/a Harvard Liquors)
)
Holder of a)
Retailer's Class A License)
)
at premises)
2901 Sherman Avenue, NW)
Washington, D.C. 20001)
)

License No.: ABRA-114547
Order No.: 2023-112

Hann's Harvard, Inc., t/a Harvard Liquors, Applicant

Rashida Brown, Commissioner, Advisory Neighborhood Commission (ANC) 1E

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

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Hann's Harvard, Inc., t/a Harvard Liquors (Licensee), and ANC 1E have entered into a Settlement Agreement (Agreement), dated January 12, 2023, that governs the operations of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Commissioner Rashida Brown, on behalf of ANC 1E, are signatories to the Agreement.

Accordingly, it is this 8th day of March 2023, **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; and
2. Copies of this Order shall be sent to the Licensee and ANC 1E.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: ac42c9b959d5f0e4b730090d1cc0c8

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 5470c3727d20e6ac8d1b3320c2941e2

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 2b6d27ca01b149d7f4c75bd7817d20d

Bobby Cato, Member

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 8272031c52044749c1520c2a41e20

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5027bd47f9f0040ec14adb52541ce5

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

THIS VOLUNTARY AGREEMENT "Agreement" is made on this 12 day of January 2023 by and between Hann's Harvard, Inc ("Applicant") and the Advisory Neighborhood Commission 1E ("Protestant") collectively, ("the Parties").

WITNESSETH

WHEREAS, Applicant has applied for a Retailer's Class "A" License for a business establishment ("Establishment"), Harvard Liquors, located at 2901 Sherman Ave, N.W., Washington, D.C. ("Premises");

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board ("ABC Board") support this Agreement [and hour change] recognizing that support from ANCI1E is contingent 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.

NOW, THEREFORE, in consideration of the provisions set forth above and the mutual covenants and conditions set forth below, the Parties agree as follows:

1. ***Recitals Incorporated.*** The provisions set forth above are incorporated herein by reference.
2. ***Nature of the Business.*** the Establishment will be a convenient store selling primarily beer, wine and liquor in an R-4 residential zone.
3. ***Hours of Operation and Sales.*** The Applicant's hours of operation and sales shall be as follows:

The Applicant's hours of operation and hours of alcoholic beverage sales inside premises shall be as follows:

Sunday through Saturday 9:00 a.m. – 1:00 a.m.

4. ***Floors Utilized and Occupancy.*** The Applicant will operate its Establishment on the premises. The Establishment will have no more patrons than permissible by Certificate of Occupancy and DC Code and Fire regulations.

Advisory Neighborhood Commission 1E
2605 Sherman Avenue, NW
Washington, DC 20001

5. 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 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.
- c. Applicant agrees to post notices notifying patrons and employees to be respectful of the residential area: No littering, no loitering and no excessive noise.
- d. As mentioned in above, 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.

6. Public Space and Trash. Applicant shall keep the sidewalk (up to and including the curb), tree box(es), curb and abutting public spaces and alley clean and free of litter, bottles and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently during operating hours to assure that refuse and other materials are promptly removed. The Applicant agrees to obtain a dumpster to be placed in the rear of the building. Applicant shall ensure the area around the dumpster is kept clean at all times and the dumpster is placed such as it does not encroach on abutting property owners and so that no garbage is placed on the abutting property.

7. Rats and Vermin Control. The Applicant shall provide rat and vermin control for its property. Applicant shall proof of its rat and vermin control contract upon the request of the Board. Applicant shall have the Establishment and area around the Premises properly cleaned at the end of each night to ensure that there is no garbage and odor present the following morning.

8. License Ownership and Compliance with ABRA Regulations. Applicant promises to Protestants that it shall abide by all ABRA regulations regarding the ownership of the license and all other provisions applicable to liquor licensees, and agrees that the Protestants shall have standing to ask the ABC Board to enforce any violations of the Agreement.

9. Notice and Opportunity to Cure. In the event that any of the Parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If Applicant or licensee fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30 days to cure, fails to commence cure of such breach and diligently pursues such cure) then such failure shall constitute a cause for the ANC to file a complaint with the ABRA Board pursuant to D.C. Official Code § 25-447 and 25-446(e). Unless otherwise noted above, any notices required to be made under this Agreement

shall be in writing and mailed via certified mail, returned receipt requested, postage prepaid, or hand delivered, to the other parties pursuant to this Agreement at the following addresses. Notice shall be deemed given at the time of the receipt or refusal of the receipt:

Hann's Harvard, Inc.
2901 Sherman Ave., NW
Washington, DC 20001

Advisory Neighborhood Commission 1E
2605 Sherman Ave, NW
Washington, DC 20001



Rashida Brown
Rashida Brown
Commissioner, Single Member District 1E04
Advisory Neighborhood Commission 1E
District of Columbia Government

Failure to give notice shall not constitute a waiver or acquiesce to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

Certification:

After providing sufficient notice for and with a quorum of 5 present at its January 12, 2023 meeting, Advisory Neighborhood Commission 1E voted, with 5 Yeas, 0 Nays and 0 Abstentions, to adopt the above resolution.



Brian Footer
Chairperson, ANC 1E



Josh Jacobson
Secretary, ANC 1E