

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

In the Matter of:)
)
Aldi Inc. (Maryland))
t/a Aldi #15)
)
Applicant for a New)
Retailer’s Class B License)
)
at premises)
801 H Street, NE)
Washington, D.C. 20002)
)

Case No.: 24-PRO-00102
License No.: ABRA-127993
Order No.: 2024-626

Aldi Inc. (Maryland), t/a Aldi #15, Applicant

Matthew Minora, Counsel, on behalf of the Applicant

Mike Velasquez, Commissioner, Advisory Neighborhood Commission (ANC) 6A, Protestant

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

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF ANC 6A’S PROTEST**

The Application filed by Aldi Inc. (Maryland), t/a Aldi #15 (Applicant), for a New Retailer’s Class B License, was protested by ANC 6A.

The official records of the Board reflect that the Applicant and ANC 6A entered into a Settlement Agreement (Agreement), dated September 5, 2024, 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 Commissioner Mike Velasquez, on behalf ANC 6A, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 6A of this Application.

Accordingly, it is this 11th day of September 2024, **ORDERED** that:

1. The Application filed by Aldi Inc. (Maryland), t/a Aldi #15, for a New Retailer's Class B License, located at 801 H Street, NE, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 6A in this matter is hereby **WITHDRAWN**;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 SeamlessDocx.com
Donovan Anderson
Key: ac432b99b59d5f0e4b730693d1dccc8

Donovan Anderson, Chairperson

eSigned via SeamlessDocx.com
James Short
Key: 54f7a9373f920de6ac8e1b332d22949e

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

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 5th day of September 2024 by and between Aldi Inc. (Marland) t/a Aldi #15 at 801 H Street, NE, ABRA-127993 ("Applicant") and Advisory Neighborhood Commission 6A ("the ANC"), (collectively, the "Parties").

PREAMBLE

Through this Agreement both Parties aim to create an environment in which the Applicant may operate as a viable contributing establishment in the ANC 6A community.

WITNESSETH

WHEREAS, Applicant has applied for a Retailer's Class B Full-Service Grocery ABC License No. ABRA-127993 ("License") to operate a full-service grocery store ("Establishment") at 801 H Street, NE, Washington, DC 20002 ("Premises");

WHEREAS, the ANC has concerns regarding this License application;

WHEREAS, Parties wish to enter into this Agreement pursuant to DC Official Code §25-446 to address concerns related to Applicant's operations on the surrounding community and to eliminate the need for a Protest Hearing regarding the License application;

WHEREAS, Parties request that the Alcoholic Beverage & Cannabis Board ("ABC Board") approve the Applicant's License application conditioned upon Applicant's compliance with the terms of this Agreement; and

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

- 1. Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
- 2. Deliveries.** Applicant shall make commercially reasonable effort to require its vendors to make all deliveries of food, beverages, and supplies between the hours of 7:00am and 10:00pm and to make such deliveries through the loading dock. No deliveries shall be received through the front entrance of the store on H Street, NE, other than U.S. mail and other correspondence hand-delivered or delivered by overnight delivery services. Applicant shall make commercially reasonable efforts to require its vendors' delivery vehicles not to idle on the public street or in the area outside delivery hours.
- 3. Parking.** As provided in the Applicant's lease, and so long as patron parking and validation services are provided by the landlord, patrons shall have free validated parking provided by the Applicant's landlord for the duration permitted by the landlord.
- 4. Removal of Grease and Oils.** Applicant shall provide for the proper removal of grease and oils as needed per D.C. Regulations.
- 5. Pest Control.** Applicant shall use commercially reasonable efforts to control pests and rodents.
- 6. Refuse Pick-Up.** Applicant shall use commercially reasonable efforts to require any trash or recycling contractor to pick-up trash only between the hours of 7:00am and 9:00pm.

7. **Construction of Agreement.** Any reference to specific laws and regulations in this Agreement is meant for informational purposes only. ANC 6A does not intend for a violation of any DC law or regulation to also be considered a violation of this Agreement.
8. **Notice & Opportunity to Cure.** In the event that either party believes the other has materially breached any obligations under the Agreement, such party shall give written notice to the other of the existence and specific nature of the breach. The party alleged to be in breach shall have fourteen (14) days to cure the alleged breach. If the breach is not cured within the notice period—or, with respect to a breach which reasonably requires more than fourteen (14) days to cure, efforts to cure the breach have not been commenced—failure shall constitute cause for the ANC to file a complaint with the ABC Board pursuant to District law to enforce the Agreement. Any notices required to be made under this Agreement shall be in writing and sent either via e-mail or U.S. mail, postage prepaid, to the Parties to this Agreement at the addresses below. Notice shall be deemed given as of the time of receipt or refusal of receipt.

If to Applicant:
Aldi Inc. (Maryland)
8751 Gas House Pike
Frederick, MD 21701

If to ANC 6A:
ANC 6A
P.O. Box 15020
Washington, DC 20003
ANC6A@yahoo.com

Either Party may change its notice address by written notice to the other. Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

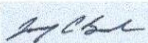
9. **No Protest.** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, and in reliance hereupon, the ANC shall not file a protest against the Applicant's pending License application or, if the ANC has filed a protest, it shall withdraw its protest of the Applicant's pending License application.

[signatures on following page]

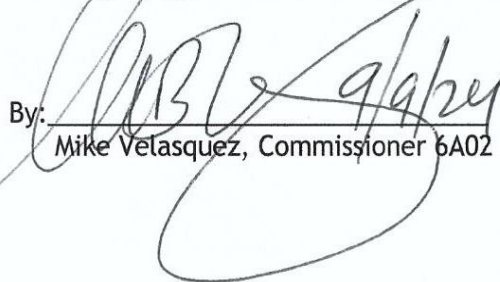
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first written above.

Applicant:

Aldi Inc. (Maryland)

By:  _____
Jeff Baehr, Division Vice President

Advisory Neighborhood Commission 6A Representative:

By:  _____
Mike Velasquez, Commissioner 6A02