

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

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<b>In the Matter of:</b>	)	
	)	
Medhanie Weldegergish	)	
t/a 1618 Liquor and Grocery Cold Beer and Wine	)	
	)	
Application for Renewal of a	)	Case No.: 18-PRO-00044
Retailer's Class A License	)	License No.: ABRA-084582
	)	Order No.: 2018-539
at premises	)	
1618 8th Street, NW	)	
Washington, D.C. 20001	)	

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Medhanie Weldegergish, t/a 1618 Liquor and Grocery Cold Beer and Wine (Applicant)

Alexander M. Padro, Chairperson, Advisory Neighborhood Commission (ANC) 6E

**BEFORE:** Donovan Anderson, Chairperson  
Nick Alberti, Member  
Mike Silverstein, Member  
James Short, Member  
Donald Isaac, Sr., Member  
Bobby Cato, Member  
Rema Wahabzadah, Member

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**ORDER ON SETTLEMENT AGREEMENT AND  
WITHDRAWAL OF ANC 6E'S PROTEST**

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The Application filed by Medhanie Weldegergish, t/a 1618 Liquor and Grocery Cold Beer and Wine (Applicant), for renewal of its Retailer's Class A License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on June 11, 2018, and a Protest Status Hearing on August 15, 2018, in accordance with D.C. Official Code § 25-601 (2001).

The Applicant and ANC 6E entered into a Settlement Agreement (Agreement), dated September 18, 2018, that governs the operation of the Applicant's establishment.

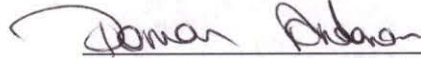
The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson Alexander M. Padro, on behalf of ANC 6E, are signatories to the Agreement.

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

Accordingly, it is this 19th day of September, 2018, **ORDERED** that:

1. The Application filed by Medhanie Weldegergish, t/a 1618 Liquor and Grocery Cold Beer and Wine, for renewal of its Retailer's Class A License, located at 1618 8th Street, NW, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 6E in this matter is hereby **WITHDRAWN**;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 Applicant and ANC 6E.

District of Columbia  
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson



Nick Alberti, Member



Mike Silverstein, Member

James Short, Member



Donald Isaac, Sr., Member



Bobby Cato, Member

Rema Wahabzadah, 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 14<sup>th</sup> Street, N.W., Suite 400S, Washington, DC 20009.

Also, pursuant to section 11 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

### ADVISORY NEIGHBORHOOD COMMISSION 6E AND MEDHANIE WELDEGERGISH T/A 1618 LIQUOR AND GROCERY COLD BEER & WINE

This Settlement Agreement ("Agreement") is entered into this 18th day of September, 2018, by and between Advisory Neighborhood Commission 6E ("ANC 6E") and Medhanie Weldegergish t/a 1618 Liquor and Grocery Cold Beer & Wine ("Applicant");

**Whereas**, Applicant's premises is within the boundaries of ANC 6E; and

**Whereas**, Applicant has applied for the renewal of their Class A license ABRA 084582 under the D.C. Alcoholic Beverage Control Act for premises located at 1618 8th Street NW, Washington, DC; and

**Whereas**, the application for the renewal of the Applicant's license was protested; and

**Whereas**, the parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board approve said Agreement and the renewal of the Applicant's Retailer's Class A Liquor License at the subject premises conditioned upon the Applicant's compliance with the terms of this written Agreement;

**NOW, THEREFORE**, the Parties agree as follows:

#### **Compliance with Law and Previous Agreements**

In addition to the requirements of this Agreement, Applicant will operate in compliance with all applicable laws and regulations and previous settlement agreements.

Applicant agrees to abide by all ABRA regulations regarding the ownership and transfer of the license.

#### **Renovation of Premises and Signage at Premises**

Applicant shall repaint the facades of the building in which the establishment is located within sixty (60) days of the execution of this Agreement. Applicant has signed a contract and paid a deposit for this work.

Applicant agrees to replace the signage installed on the exterior walls of the establishment within sixty (60) days of the execution of this Agreement. Applicant has signed a contract and paid a deposit for this work. Signage must be approved in advance by the District of Columbia Department of Consumer and Regulatory Affairs and the Historic Preservation Office of the District of Columbia Office of Planning and will be kept in good repair and professional in appearance.

#### **Enforcement and Notices**

In the event of a violation of the provisions of this Agreement, Applicant shall be notified by ANC 6E in writing alleging such violation and given an opportunity to cure such violation or respond to said alleged notice of violation within no more than fifteen (15) business days, unless there are extenuating circumstances.

Should any of the conditions of this Agreement be breached, it is understood by both parties that ANC 6E shall immediately or as quickly as reasonably possible file a complaint to ABRA and the ABC Board to enforce the provisions of this Agreement.

Any notices required to be made under this Agreement shall be in writing and mailed by certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement. Notice is deemed to be received upon delivery.

This Agreement shall be binding upon and enforceable against the successors of the Applicant and will continue in force for any and all subsequent license holders at the subject location.

If any provision of this Agreement is held unenforceable by the District of Columbia Alcoholic Beverage Regulatory Administration and ABC Board, Applicant agrees to enter into a separate agreement with ANC 6E covering such items and agrees to comply with said agreement regardless of the enforceability by the agencies in question.

Notices shall be delivered as follows:

Medhanie Weldegergish  
1618 8th Street, MW  
Washington, DC 20001

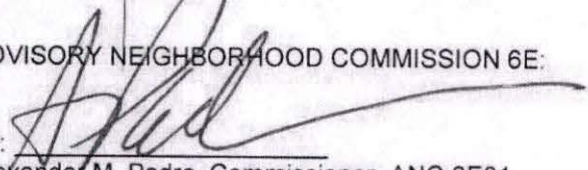
Advisory Neighborhood Commission 6E  
PO Box 93020  
Washington DC 20090-9320

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year indicated above.

APPLICANT:

By:   
Medhanie Weldegergish  
Owner, 1618 Variety Market, LLC

ADVISORY NEIGHBORHOOD COMMISSION 6E:

By:   
Alexander M. Padro, Commissioner, ANC 6E01  
Chair, Alcoholic Beverage Licensing Committee  
Advisory Neighborhood Commission 6E