

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

In the Matter of:)

Tsion Market, LLC)
t/a Martha's Market)

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

at premises)
2400 Minnesota Avenue, SE)
Washington, D.C. 20020)

Case No.: 21-PRO-00083
License No.: ABRA-116862
Order No.: 2022-032

Tsion Market, LLC, t/a Martha's Market, Applicant

Tiffany L. Brown, Chairperson, Advisory Neighborhood Commission (ANC) 7B,
Protestant

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

**ORDER ON SETTLEMENT AGREEMENT
AND WITHDRAWAL OF ANC 7B'S PROTEST**

The Application filed by Tsion Market, LLC, t/a Martha's Market (Applicant), for Renewal of its Retailer's Class B License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on November 15, 2021, and a Protest Status Hearing on January 12, 2022, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Alcoholic Beverage Control Board (Board) reflect that the Applicant and ANC 7B have entered into a Settlement Agreement (Agreement), dated January 11, 2022, 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 Chairperson Tiffany L. Brown, on behalf of ANC 7B, are signatories to the Agreement.

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

Accordingly, it is this 26th day of January 2022, **ORDERED** that:

1. The Application filed by Tsion Market, LLC, t/a Martha's Market, for renewal of its Retailer's Class B License, located at 2400 Minnesota Avenue, SE, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 7B in this matter is hereby **WITHDRAWN**;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;
4. This Settlement Agreement replace and supersede all previous Settlement Agreements between the Parties; and
5. Copies of this Order shall be sent to the Applicant and ANC 7B.

District of Columbia
Alcoholic Beverage Control Board

Assigned via BeamlessDoc.com
Donovan Anderson
Key: 3c42c66c5095f0e427306031acc28

Donovan Anderson, Chairperson

Assigned via BeamlessDoc.com
James Short
Key: 547c08756203c6c081633c0d204e2

James Short, Member

Assigned via BeamlessDoc.com
Bobby Cato
Key: 255c0f6a1b6146c714b792097e1422c3

Bobby Cato, Member

Assigned via BeamlessDoc.com
Rafi Aliya Crockett, Member
Key: 4209e01645e14f008101250c12f912e

Rafi Crockett, Member

Assigned via BeamlessDoc.com
Jeni Hansen, Member
Key: 9272931722244740c5508c2a41857

Jeni Hansen, Member

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, Reeves Center, 2000 14th Street, NW, 400S, Washington, D.C. 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 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).



NAYLOR DUPONT
Advisory Neighborhood Commission 7B

SETTLEMENT AGREEMENT BY AND BETWEEN
ADVISORY NEIGHBORHOOD COMMISSION 7B
&

Martha's Market

Pursuant to this Settlement Agreement, ("Agreement"), by and between TSION Market, LLC t/a ("Applicant") and Advisory Neighborhood Commission 7B ("ANC7B"), effective as of the date of its adoption by ANC7B the parties hereby agree to be legally bound by the terms and conditions of this Agreement as it relates to its application for a Class "B" License ("License"), now pending before the District of Columbia Alcoholic Beverage Regulatory Administration ("ABRA"), for conduct of business located at

Washington, DC 20020 ("Premises").

WHEREAS, the premises is within the boundaries of the ANC7B, and,

WHEREAS Applicant and ANC7B wish to voluntarily and mutually memorialize the terms and conditions upon which ANC7B has agreed to support the Applicant's License, pursuant to the provisions of D.C. Code § 25-446, for the operation and maintenance of Applicant's business in such a manner as to further promote the security, sanitation, peace, order and quiet of the neighborhood in a manner that ANC7B deems to be in the best interests of the neighborhood; and

WHEREAS ANC7B hereby supports the Applicant's License upon the agreement of Applicant 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 Applicant shall manage and operate at the address a place that is regularly used for the sale of alcohol. The applicant will operate a Retailer's Class "A" license under the following provisions:
 - a. The Applicant will comply with all laws and regulations governing the operations of the establishment;
 - b. The Applicant 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 capacity of the individual container is 70 ounces or less;

- c. The Applicant will discourage the illegal public consumption of alcohol inside or around the immediate area and will participate in an ABC Board-approved course in alcoholic beverage sales management,
 - d. The Applicant will discourage the illegal public consumption of alcohol on or around the immediate area and will participate in an ABC Board-approved course in alcoholic beverage sales management.
 - e. The Applicant will not sell or provide cups or single servings of ice; and,
 - f. The Applicant agrees to post this Settlement Agreement alongside the Applicant's ABC License.
3. **Hours of Operation and Sales.** The Applicant's hours of operation hours during which the sale of alcohol are permitted shall be as follows:
- Sunday through Saturday
9:00 am – 12:00 am
4. **Signage and Monitoring.** Applicant 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 purchase of alcohol; and,
 - ii. the obligation of the patron to produce a valid identification document in order to purchase alcohol;
 - c. Requesting loiterers to move on whenever they are observed outside of the establishment;
 - d. Calling MPD to report illegal activity within or immediately outside of the Premise;
 - e. Keeping a written record of dates and times when MPD is called for assistance. Applicant's log shall be provided to the Board upon request;
5. **Trash Management and Maintenance.** Applicant will abide by the following conditions as it relates to trash management and maintain of the public space adjacent to the establishment:
- a. Applicant 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. Applicant 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. Applicant 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 10:00 p.m. or before 7:00 a.m.;
 - iii. Applicant shall dispose recyclable and non-recyclable trash in appropriate rodent-proof 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 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. Applicant 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. Applicant shall ensure that premises are washed as frequently as needed but no exterior power washing shall take place between the hours of 7:00 p.m. and 9:00 a.m. on weekdays or 7:00 p.m. and 10:00 a.m. on weekends.
 - vii. Applicant 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. Applicant 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.*** Applicant promises that is 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. ***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 Applicant 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 10 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.

8. ***Cancellation of Previous Agreements.*** Except as otherwise explicitly provided herein, this Agreement shall have full force effect and shall constitute the agreement between the parties. This agreement may only be modified by written agreement of all the parties or their successors, or otherwise in accordance with law. This Agreement supersedes any and all previous Voluntary or Settlement Agreements with ANC7B.

IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.

APPLICANT:

Name: Anteneh Fantaye, Owner
E-mail: Marthasmarket1983@yahoo.com

Signature:  Date: 01/11/2022

ANC 7B:

Advisory Neighborhood Commission 7B
Washington, DC 20020
Email: 7B@anc.dc.gov

Tiffany L. Brown, Chairperson

Signature:  Date: 01/11/2022

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

In the Matter of:)	
)	
Ethiopia Enterprise, Inc.)	
t/a Martha's Market)	
Application for a Retailer's)	
Class B License – renewal)	License no.: 19249
at premises)	Case no.: 60959-06/060P
2400 Minnesota Avenue, S.E.)	Order no.: 2006-239
Washington, D.C.)	

Ethiopia Enterprise, Inc., Applicant

Anthony Muhammad, Chairman, on behalf of Advisory Neighborhood Commission 8A,
and Philip E. Pannell, Executive Director, on behalf of the Anacostia Coordinating
Council, Protestants

BEFORE: Charles A. Burger, Chairperson
Vera M. Abbott, Member
Judy A. Moy, Member
Audrey E. Thompson, Member
Peter B. Feather, Member
Albert G. Lauber, Member
Eartha Isaac, Member

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST

The renewal application for a Retailer's Class "B" License, having been protested, came before the Alcoholic Beverage Control Board ("Board") on March 8, 2006, in accordance with D.C. Official Code § 25-601 (2001). Anthony Muhammad, Chairman, on behalf of Advisory Neighborhood Commission ("ANC") 8A, and Philip E. Pannell, Executive Director, on behalf of the Anacostia Coordinating Council ("ACC") filed timely opposition by letters on November 9, 2005 and December 12, 2005, respectively.

The official records of the Board reflect that the parties have reached two (2) separate agreements that have been reduced to writing and have been properly executed and filed with the Board. The Board notes that the agreements are substantively similar; however, if a conflict exists between the terms of the two (2) agreements, the terms more restrictive to the licensee shall be enforced by the Board. The Board is approving the agreements with the following changes. The Board is striking the term "tobacco and" in provision 7 and provisions 10 and 11 in their entirety, for not being terms covered by

Ethiopia Enterprise, Inc.
t/a Martha's Market
Case no. 60959-06/060P
License no. 19249
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Title 23 of the District of Columbia Municipal Regulations ("DCMR") § 1609.1 (2004). The Board notes that the parties do not oppose the aforementioned changes. Pursuant to the agreements, dated August 24, 2006 and , the Protestant has agreed to withdraw its protest, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreements.

Accordingly, it is this th day of October 2006, **ORDERED** that:

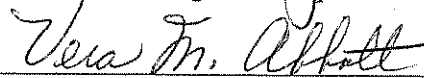
1. The protests of Mr. Muhammad, Chairman, on behalf of ANC 8A, and Mr. Pannell, Executive Director, on behalf of the ACC, are **WITHDRAWN**;
2. The renewal application of Ethiopia Enterprise, Inc., t/a Martha's Market, for a Retailer's Class "B" License at 2400 Minnesota Avenue, S.E., Washington, D.C., is **GRANTED**;
3. The above-referenced agreements are **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Protestants and the Applicant.

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t/a Martha's Market
Case no. 60959-06/060P
License no. 19249
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District of Columbia
Alcoholic Beverage Control Board



Charles A. Burger, Chairperson



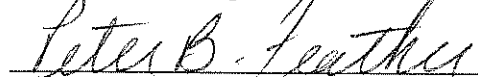
Vera M. Abbott, Member



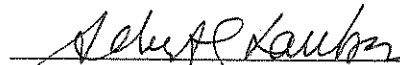
Judy A. Mox, Member



Audrey E. Thompson, Member



Peter B. Feather, Member



Albert G. Lauber, Member

Eartha Isaac, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), 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, 941 North Capitol Street, N.E., Suite 7200, Washington, D.C. 20002.

Cooperative Agreement
Between

Anacostia Coordinating Council (ACC)

And

Ethiopic Enterprise Inc t/a Martha's Market

(Licensee Trading as)

2400 Minnesota Av. S.E. Washington DC 20020
(Address)

19249
(Retailer's class & License Number)

WHEREAS, the licensee has applied to renew an Alcoholic Beverage Control Retailer's Class B license for the business and location named above and

WHEREAS, the Licensee and the ACC have discussed The concerns of the community and have reached an understanding relating To the operation of the ABS licensed establishment as well as the level of cooperation that shall exist between the Licensee and the community.

NOW, THEREFORE, the Licensee agree to the following:

1. The Licensee will comply with all the laws and regulations governing The operation of a Retailer's Class B license by which this cooperative Agreement applies, as applied for and approved by the District of the Columbia in the name of the Licensee.
2. The sale of drug paraphernalia is illegal (see 48 D.C. Code section 1103—violation is subject to jail and/or fine for the first offence) as is the sale of single or loose cigarettes. The Licensee will not sell any drug paraphernalia or specified items that can assist in drug use.
 - a. Cigarette rolling paper: cocaine freebase kit
 - b. Pipes or any kind (metal, wooden, acrylic, glass, stone, plastic or ceramic), spoons, marijuana bongs, roach clips, cigar screens
 - c. individual brillo (other brand names) pads scouring pads or steel wool that are not contained in tagged manufactured packaging
 - d. Small plastic zip lock bags (less than 3/4" in size)
 - e. Single or loose cigarettes
 - f. Blunt papers, blunt wrappers and tobacco leaves
 - g. Single/individual razor blades that are not contained in tagged manufactured packaging
 - h. small bags of ice, "go-cups"

- i. paper or plastic individual cups
3. The Licensee will not sell alcoholic beverages before or after ABC Regulated hours.
4. The Licensee will keep the "immediate environs" as defined in the D.C. official code, Title 25 Section 24-726 Control of Litter. (a) the licensee under a retailer's license shall take reasonable measure to ensure that the immediate environs of the establishment including adjacent alleys, sidewalks, or other public property immediately adjacent to the establishment, or other property used by the licensee to conduct its business, are kept free of litter. (b) The licensee under a retailer's license shall comply with the Litter Control Expansion Amendment Act of 1987, effective October 9, 1987 (D.C. Law 7-38; 23 DCMR 720).
5. The Licensee will keep the inside of the store free of debris and trash.
6. The Licensee (establishments with parking lots only) will post "PARKING LIMITS" signs on their parking lot to deter unwanted guest from parking for long periods of time without patronizing the store.
7. The Licensee will not advertise "tobacco and alcohol" in the exterior walls of the property used by the Licensee to conduct business.
8. The Licensee will promptly (that's is within 30 days) remove or Paint over any graffiti written on the exterior walls of the property used by the Licensee to conduct business.
9. The Licensee will prohibit loitering in front of the business, will use reasonable efforts to enforce such a prohibition, and will post "NO LOITERING" signs in a prominent place on the exterior of its establishment.
10. The Licensee will post a warning sign that states it is illegal for anyone under the age of 18 to purchase tobacco products. The sign will include a surgeon general's warning. In addition, the sign will clearly state the maximum fine for a violation of this section and the sign will be visible to the public.
11. The Licensee will request that everyone that appears to be under the age of 18 to show proper identification when purchasing tobacco.
12. The Licensee will not sell or deliver alcoholic beverages to any person under the age of 21. In addition, the licensee will post a warning sign that states it is illegal for anyone to sell, serve, or distribute alcoholic beverages to anyone under the age of 21 and the sign will be visible to the public.
13. The Licensee will not knowingly sell alcoholic beverages to an intoxicated person.
14. The Licensee will take all reasonable precautions to avoid the sales of alcoholic beverages in any form to anyone accompanying a person who has been denied service, if it appears that an attempt is being made to buy alcohol for that person who has been denied.
15. The Licensee will install and properly maintain at least one surveillance camera inside of the property used by the Licensee to conduct business.

16. The Licensee will contact the Metropolitan Police Department and report any and all unlawful activity conducted inside or observed outside of the property used by the Licensee for business.
17. The Licensee agrees to work with the community to resolve problems that brought to the attention of the Licensee. Specifically the Licensee agrees to respond within fourteen (14) business days to any written complaint that is received from the ACC and further agrees to document its reasonable efforts to respond to such written complaint.
The ACC give their assurance that any complaints towards the Licensee will notify or inform the Korean American Business Association (KABA).
18. The Licensee agrees and assures that all of its employees will adhere to the provisions of this agreement, particularly with respect to the sale of alcoholic beverages in any form.
19. The Licensee agrees to have a copy of this Cooperative Agreement available upon request at the location of the business.
20. In the event any provision of this Agreement is deemed to be void, invalid or unenforceable that provision shall be served from the remainder of this agreement so as not to cause the invalidity or unenforceability of the remainder of this agreement. All remaining provisions of this agreement shall then continue in full force and effect. If any provision shall be deemed invalid due to scope or breadth permitted by law.
21. This agreement may be modified, superseded or void only upon the written and signed Agreement of the Parties. Further, the physical destruction or loss of This document shall not be construed as a modification or termination of the agreement contained herein.
22. Each party acknowledges that he/she has had an adequate opportunity to read and fully consider the terms of this Agreement. The terms and conditions of this entire Agreement are agreed and understood by the Licensee and the community of ACC.
23. The Licensee is assured that the provisions of this agreement will be offered To other Members of the Ward 8 Business Community (Gas stations, Delis, Vendors and Liquor Stores).
24. The Licensee acknowledges the provisions of this agreement will be fully enforced by the effective date.

The provisions of this Cooperative Agreement shall become part of the conditions of the ABC license and shall remain in force for the duration of renewal period of the license. Violation of this Cooperative Agreement by the Licensee or the Licensee's failure to implement measures called for in the Cooperative Agreement, shall be considered just cause for the ABC board to initiate a show cause hearing upon evidence that a licensee has violated a cooperative agreement. Upon a determination that the licensee has violated the cooperative agreement, the board shall penalize the Licensee according to the provisions set forth for violations of a license in Chapter 8 of the D.C. Official Code, Title 25.

Notwithstanding anything to the contrary herein, Licensee shall use reasonable efforts to control litter, keep the property clean, maintain signs and placards as required, and monitor activities around the property as more fully set forth in Section 4, 5, 6, 9, 11

and 16. ACC agree to provide written notice to Licensee and the opportunity to correct same prior to initiating a "show cause" hearing for such violations; provided however that no more than two notice shall be required in any twelve-month period and, provide further, that no notice shall be deemed necessary for subsequent willful violations.

Licensee's Name Tameru Zemenfes

Licensee's Signature Tameru Zemenfes Date 8/28/06

Licensee's Trade Name Martha Market

Community Representatives

Anacostia Coordinating Council (ACC)

Name Philip E. Panwell

Signature Philip E. Panwell Date: 8/24/06

ACC

Name _____

Signature _____ Date _____

ACC

Name _____

Signature _____ Date _____