

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

In the Matter of:)
)
EFOY, Inc.)
t/a Benning Liquors)
)
Application for Renewal of a)
Retailer’s Class A License)
)
at premises)
3445 Benning Road, NE)
Washington, D.C. 20019)
)

Case No.: 21-PRO-00020
License No.: ABRA-110789
Order No.: 2021-329

EFOY, Inc., t/a Benning Liquors, Applicant

Milton Hardy, Commissioner, on behalf of Advisory Neighborhood Commission (ANC)
7D

Milton Hardy, on behalf of A Group of Five or More Individuals, Protestant

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

**ORDER ON SETTLEMENT AGREEMENT AND WITHDRAWAL
OF A GROUP OF FIVE OR MORE INDIVIDUALS’ PROTEST**

The Application filed by EFOY, Inc., t/a Benning Liquors (Applicant), for Renewal of its Retailer’s Class A License, was protested by a Group of Five or More Individuals.

The official records of the Alcoholic Beverage Control Board (Board) reflect that the Applicant, ANC 7D, and a Group of Five or More Individuals have entered into a

Settlement Agreement (Agreement), dated June 4 2021, 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 Commissioner Milton Hardy, on behalf of ANC 7D and the Group of Five or More Individuals, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by the Group of Five or More Individuals of this Application.

Accordingly, it is this 9th day of June 2021, **ORDERED** that:

1. The Application filed by EFOY, Inc., t/a Benning Liquors, for renewal of its Retailer's Class A License, located at 3445 Benning Road, NE, Washington, D.C., is **GRANTED**;
2. The Protest of the Group of Five or More Individuals in this matter is hereby **WITHDRAWN**;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, ANC 7C and the Group of Five or More Individuals.

District of Columbia
Alcoholic Beverage Control Board

Donovan Anderson
Chairperson

Donovan Anderson, Chairperson

James Short
Member

James Short, Member

Bobby Cato
Member

Bobby Cato, Member

Rema Wahabzadah, Member

Rafi Crockett
Member

Rafi Crockett, Member

Jeni Hansen
Member

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, 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).

**VOLUNTARY SETTLEMENT AGREEMENT
BETWEEN EFOY INC DBA BENNING LIQUOR: ABRA LICENSE ABRA-110789
ADVISORY NEIGHBORHOOD COMMISSION SINGLE MEMBER DISTRICT 7D04 AND
RIVER TERRACE RESIDENTS**

This Settlement Agreement ("Agreement") is entered on this 4th day of June 2021, between EFOY Inc, dba Benning Liquor ("Applicant") ABRA License Number 110789 and the Advisory Neighborhood Commission (ANC) Single Member District (SMD) 7D04 and River Terrace Residents.

RECITALS

Applicant, a holder of a Class A retail liquor store alcoholic beverage license, ABRA license Number 110789 ("Class A License"), seeks to renew its Class A license issued for its establishment located at 3445 Benning Road NE, Washington, DC 20019 ("Establishment") which is currently in the boundaries of ANC 7D04, which is a part of ANC 7D; Applicant, ANC 7D04 and the River Terrace Residents collaborated to find additional ways to improve the safety and orderly function of Benning Liquor to better serve the community, improve public safety and allow business to thrive. The parties negotiated to address issues raised in reference to the renewal of Applicant's Class A license, and now seek the approval by the District of Columbia Alcoholic Beverage Regulation Administration ("ABRA") of Applicant's license renewal application, conditioned upon Applicant's compliance with the terms of Agreement;

NOW, the Parties hereby agree as follows:

1. Applicant agrees to operate the Establishment in compliance with all applicable alcoholic beverage laws and regulations in the District of Columbia.
2. Pursuant to DC Code § 25-781, Applicant shall not sell or deliver alcoholic beverages to a person under 21 years of age, an intoxicated person, or any person who appears to be intoxicated, or a person of notoriously intemperate habits.
3. Pursuant to DC Code § 25-726, Applicant shall take reasonable measures 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, bottles, chewing gum, trash and other debris. Applicant shall also keep the interior customer area of the establishment free of dirt.
4. Applicant shall continue to maintain trash, garbage and recycling material storage facilities in which all containers have lids that are kept securely closed at all times. Applicant shall exercise due diligence to prevent and eliminate vermin infestation in and around the Establishment.
5. Applicant agrees not to sell "go cups" or items that are determined to be drug paraphernalia according to District of Columbia law.
6. Applicant agrees to make the following improvements to the Establishment (collectively "Improvements"):

- a. Applicant shall improve lighting on the store front and rear with shatter resistant flood lights to discourage any behavior that undermines public safety.
- b. Applicant agrees to participate in the Security Camera Rebate Program to add a component to existing cameras.
- c. Applicant shall maintain the cleanliness of the sidewalk adjacent to where Applicant's business is located.
- d. Applicant is encouraged to attend community meetings and ANC 7D meetings when it is convenient and continue to support all public safety efforts to improve the ANC 7D04 community. Participation in such meetings promotes open lines of communication, neighborhood involvement, and awareness of current issues.
- e. Prior to the execution of this Agreement by the parties, the parties acknowledge that the Applicant has taken steps to complete certain Improvements. The Parties agree that Applicant may satisfy any of the Improvements delineated in this Agreement prior to approval of this Agreement by the District of Columbia Alcoholic Beverage Control Board.

7. Applicant shall make every effort to prohibit and prevent loitering and criminal activity near the Establishment, including:

- a. Calling the Metropolitan Police Department immediately to report criminal activity;
- b. Keeping a written record of dates and time when Metropolitan Police Department has been called for assistance;
- c. Continuing the facilitation of Barring Notices through the D.C. Metropolitan Police Department;

8. In the event of a violation of the provisions of this Agreement, Applicant shall be notified by the ANC 7D in writing alleging such violation and given an opportunity to cure such violation within no more than ten (10) days.

For purposes of Section 9 of this Agreement, all notice demands and requests (collectively "notice") which either party is required to or may desire to serve upon the other shall be in writing and shall be sufficiently served upon such other party, by (a) mailing a copy thereof by certified, postage prepaid addressed to the party to whom the notice is directed at the "Notice Address" of such party or (b) delivery by hand, to the party to whom the notice is addressed at the Notice Address.

The Notice Address of each party is as follows:

For ANC 7D04 and River Terrace Residents
Commissioner Milton Hardy
4058 Minnesota Ave, NE
Suite 1400
Washington, DC 20019

For Applicant Benning Liquor/EFOY INC
3445 Benning Road, N.E.
Washington, D.C. 20019

Each party shall promptly notify the other in writing of any change of address. Failure of Applicant to address and cure the violation within ten (10) days will result in Protestants forwarding said complaint to-the Alcohol Beverage Regulation Administration (ABRA).

Applicant understands that ABRA may issue fines after investigating and sustaining the complaint. Further, Applicant understands that three (3) alleged complaints within one calendar year shall result in an automatic protest of Applicants license during the next Protest period.

10. This Agreement shall be binding upon and enforceable against the successors of the Applicant.

11. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

Applicant:

Hallemariam Gebrehiwot
Benning Liquor/EFOY INC
3445 Benning Road, N.E.
Washington, D.C. 20019

Signature: _____



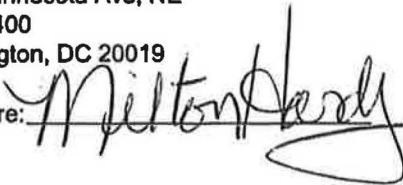
Date: _____

06/04/2021

ANC 7D SMD 04 and the River Terrace Residents:

Commissioner Milton Hardy
4058 Minnesota Ave, NE
Suite 1400
Washington, DC 20019

Signature: _____



Date: _____

6/4/2021