

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

In the Matter of:)	
)	
Best One Liquor, LLC)	
t/a Best One Liquor)	
)	
Applicant for a New)	License No.: ABRA-120698
Retailer's Class A License)	Order No.: 2022-259
)	
at premises)	
322 Florida Avenue, NW)	
Washington, D.C. 20001)	
)	

Best One Liquor, LLC, t/a Best One Liquor (Applicant)

Chrissie Chang, on behalf of the Applicant

Bradley A. Thomas and Karla M. Lewis, Commissioners, Advisory Neighborhood Commission (ANC) 5E, Protestant

Steven Bible, on behalf of a Group of Residents

David Hall, President, Bates Area Civic Association. Inc.

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 5E'S PROTEST**

The Application filed by Best One Liquor, LLC, t/a Best One Liquor (Applicant), Applicant for a new Retailer's Class A License, was protested by ANC 5E.

The official records of the Board reflect that the Applicant, ANC 5E, a Group of Residents, and Bates Area Civic Association. Inc. have entered into a Settlement

Agreement (Agreement), dated May 17, 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; Commissioners Bradley A. Thomas and Karla M. Lewis, on behalf of ANC 5E; Steven Bible, on behalf of the Group of Residents; and David Hall, on behalf of Bates Area Civic Association. Inc.; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 5E.

Accordingly, it is this 25th day of May 2022, **ORDERED** that:

1. The Application filed by Best One Liquor, LLC, t/a Best One Liquor, for a new Retailer's Class A License, located at 322 Florida Avenue, NW, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 5E in this matter is hereby **WITHDRAWN**;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, except for the following modifications:

Subsection 4(f) (Loitering) – The following language shall be removed: “and to the Protestants.”

Section 5 (Alcohol Abuse Prevention) – The following language shall be removed: “A person of intemperate habits shall be defined as any person arrested or cited for alcohol-related offenses by MPD three or more times in any one year and who MPD has so identified by name and photograph to Applicant.”

Section 10 (Participation in ANC Meetings) – The following language shall be removed: “Applicant upon reasonable notice from ANC 5E, shall send a representative to meetings of ANC 5E to discuss and find ways to reasonably solve such problems.”

Section 11 (License Ownership) – The following language shall be removed: “...including, without limitation, providing legal notice of any proposed transfer or substantial change in operations, to ANC 5E.”

The parties have agreed to these modifications.

4. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: a2430a8e89d186944072000041d2c98

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 847e07202d06c0b11c02d3d2948ec

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 256036ca7fbc146d7f4b73bd70176200

Bobby Cato, Member

eSigned via SeamlessDocs.com
Rafi Aliya Crockett, Member
Key: b560a91845c129e4016155e5c120b1cc

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 021720010500647491b506c2041800

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5027bda77f9f0040ec14ad6b52541ca5

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 SETTLEMENT AGREEMENT ("Agreement") made on this 17th day of May 2022, by and between BEST ONE LIQUOR LLC, trading as BEST ONE LIQUOR ("Applicant") and STEVEN BIBLE (for the 1700 4th St. Homeowners Group), the BATES AREA CIVIC ASSOCIATION, INC., and ADVISORY NEIGHBORHOOD COMMISSION (ANC) 5E by and through its SINGLE MEMBER DISTRICT COMMISSIONER for ANC 5E06 ("Protestants").

WITNESSETH

WHEREAS, Applicant has filed for a new Class A Retail Liquor License for the location of 322 Florida Avenue, N.W., Washington, DC 20001 ("the Establishment"), and

WHEREAS, Protestants have protested the Applicant's new license; and

WHEREAS, the parties voluntarily enter into this Agreement and request that the Alcohol Beverage Control Board ("the ABC Board") approve Applicant's application conditioned upon Applicant's compliance with the terms set forth herein.

NOW THEREFORE, in consideration of the above recitals 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. **Compliance With Law:** Applicant shall comply with all laws and regulations governing the operation of the Establishment, including laws and regulation, governing the Class A license to which the agreement applies, as applied for and approved by the District of Columbia in the name of Applicant.
3. **Cleanliness and Condition of Premises:** Applicant shall take all reasonable measures to assure that the immediate environs of the Establishment are kept free of litter and debris. "Immediate environs" is defined in DCMR 720.2 as including: "all property on which the premises are located; all property used by the licensee to conduct its business, whether part of the premises or not, including parking lots and the portion of alleys, sidewalks, or other public property immediately adjacent the premises or adjacent to the property used by the licensee to conduct its business."
 - a. Applicant shall clean the sidewalk in front of its premises up to and including the curb, and remove trash from the alley behind the premises, at 10 00 AM and once again within one hour of closing on days the Establishment is open. Applicant shall maintain trash, garbage, and recycling material storage facilities in which all containers have lids that are kept securely closed at all times, in which containers shall be sufficient to contain all trash, garbage, and recycled materials generated by the Establishment, and to assure that the trash, garbage, and recycled materials are removed regularly.

- b. Applicant shall maintain tree boxes and public space surrounding its property should be clean to enhance and support the beautification of the neighborhood.
 - c. Applicant shall remove snow and ice from the sidewalk and follow all applicable D.C. laws and regulations with respect to snow and ice removal.
 - d. Applicant shall install and maintain high-intensity flood-lights on the exterior of the Establishment so as to fully light any abutting alleyway from dusk until dawn, to the extent such lighting is not already present on the exterior of the Establishment.
 - f. Applicant shall exercise due diligence to prevent and/or rid vermin infestation in and around the Establishment including following, at a minimum, the recommendations and guidelines of the Rodent and Vector Control Division of the D.C. Department of Health.
 - g. Applicant shall generally maintain the Establishment in commercially reasonable condition and promptly remove or paint over any graffiti written on exterior walls of the Establishment.
 - h. Applicant shall cooperate with the community in its efforts to have the nuisance wall along the rear alley next to the cleaners removed.
4. **Loitering.** The parties recognize that loitering in and around the Establishment adversely impacts the peace, order, and quiet of the neighborhood. Applicant shall post "No Loitering" signs in a prominent place on the exterior of the building. Applicant shall take all reasonable measures to prohibit and prevent loitering within, in front of, and in the rear of the Establishment, including:
- a. Installing security cameras and signage giving notice of such cameras along the walls of the Establishment facing 4th Street and the rear alley;
 - b. Asking loiterers to move on when they are observed outside the Establishment;
 - c. Calling the Metropolitan Police Department ("MPD") to remove loiterers if they refuse Applicant's request to move on;
 - d. Calling MPD if illegal activity is observed;
 - e. Keeping a written record ("log") of dates and times when MPD has been called for assistance; and
 - f. Providing copies of the log to the Board and to the Protestants during future hearings

before the ABC Board involving applications for renewal or other contested proceedings involving Applicant's license.

5. **Alcohol Abuse Prevention.** Applicant shall not, directly or indirectly, knowingly sell or deliver alcoholic beverages to any intoxicated person, or to any person of intemperate habits, or to any person who appears to be intoxicated. Applicant shall cooperate with MPD and health and social service agencies to identify such persons. A person of intemperate habits shall be defined as any person arrested or cited for alcohol-related offenses by MPD three or more times in any one year and who MPD has so identified by name and photograph to Applicant. Applicant shall not sell or deliver alcoholic beverages to any person or persons under the age of 21 and will prominently display the fact that such sales are prohibited and that patrons must produce valid proof of age. These specific sale restrictions shall be prominently posted on signs in the Establishment.
6. **Limitations on Advertising.** Applicant shall remove and/or not install signs advertising alcoholic beverages or tobacco products in windows so as to obstruct visibility into the Establishment. Applicant shall not advertise alcoholic beverages or tobacco products on the exterior walls of the premises
7. **Limitations on Non-Alcohol Retail Items.** Applicant shall not provide "go-cups" (as defined in DCMR 709.7) to customers Applicant may sell disposable cups to customers provided such cups are pre-packaged and contain no fewer than 12 cups. Applicant shall only sell or provide ice to customers in pre-packaged forms containing no less than 5 pounds. Applicant shall not sell single cigarettes, plastic bags smaller than a sandwich size in non pre-packaged form, or any other form of drug paraphernalia.
8. **Cooperation with the Community.** Applicant shall make reasonable efforts to cooperate with the community, including but not limited to, adhering to each of the following commitments:
 - a. Applicant will work closely with the Civic Association and with the Advisory Neighborhood Commission which represents the neighborhood in which the Establishment is located to promote neighborhood collaboration beautification and resolution of common problems.
 - b. Applicant will open for business no earlier than 10:00 AM and close no later than 10:00 PM. on any day that it operates its Establishment.
 - c. Applicant will install parking stop/curb blocks and/or 72" Jersey style barriers in the parking lot to prevent cars from running into the side wall of the house that is adjacent to the liquor store parking lot.
9. **Restriction on Hours of Alcoholic Beverage Sales.** Applicant shall not sell alcoholic beverages before or after ABC Board regulated hours.

10. **Participation in ANC Meetings.** Applicant shall maintain an open dialog with the community and cooperatively address and control any problems associated with its operations. Applicant upon reasonable notice from ANC 5E, shall send a representative to meetings of ANC 5E to discuss and find ways to reasonably solve such problems
11. **License Ownership.** Applicant agrees to abide by all ABC Board regulation regarding the ownership and transfer of the Applicants' license, including, without limitation, providing legal notice of any proposed transfer or substantial change in operations, to ANC 5E.
12. **Binding Effect.** This Agreement shall binding upon and enforceable against Applicants' assignees and successor-in-interest.
13. **Notices of Violation.** In the event of a violation of the provisions of this Agreement, Applicant shall be notified in writing by the person alleging such violation and given an opportunity to cure such violation within 30 days thereafter before action against applicant on the basis of such violation is undertaken. A material violation of this Agreement or its ABC license by Applicant which has not been corrected after 30 days notice shall constitute cause for seeking a Show Cause Order from the ABC Board. 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, emailed, to the other parties to this Agreement. Notice is deemed received upon mailing.
14. **Counterparts.** 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 hereto have executed this Agreement effective as of the date first written above.


APPLICANT:

Signature:

Printed Name:

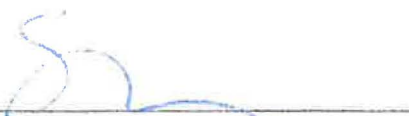
Applicant:


Address




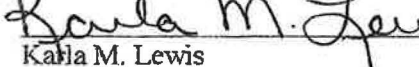
YELENA SKALINSKAYA
Best One Liquor, LLC
322 Florida Avenue, NW.
Washington, DC 20001

PROTESTANTS:

Signature: 
Printed Name: Steven Bible
In the Capacity of: Affected Neighbor/Interested Party
Address: 1714 4th Street N.W.
Washington, DC 20001

Signature: 
Printed Name: David Hall
In the Capacity of: President - Bates Area Civic Association, Inc.
Address: 216 G St NW
Washington, DC 20001

Signature: 
Printed Name: Bradley A. Thomas
In the Capacity of: Chairman - ANC 5E
Address: 107 P Street N.W.
Washington, DC 20001

Signature: 
Printed Name: Kalia M. Lewis
In the Capacity of: Commissioner - SMD ANC 5E06
Address: 86 R Street N.W.
Washington, DC 20001