

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

In the Matter of:

Best Way Liquors, Inc.
t/a Bestway Liquors

Application for Renewal of a
Retailer's Class A License

at premises
2011 14th Street, NW
Washington, D.C. 20009

Case No.: 21-PRO-00052

License No.: ABRA-014405

Order No.: 2021-496

Best Way Liquors, Inc., t/a Bestway Liquors, Applicant

Sabel Harris and Dan Orlaskey, Commissioners, Advisory Neighborhood Commission
(ANC) 1B

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 1B'S PROTEST**

The Application filed by Best Way Liquors, Inc., t/a Bestway Liquors (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 July 12, 2021, and a Protest Status Hearing on August 18, 2021, 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 1B have entered into a Settlement Agreement (Agreement), dated August 17, 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 Commissioners Sabel Harris and Dan Orlaskey, on behalf of ANC 1B, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 1B of this Application.

Accordingly, it is this 15th day of September 2021, **ORDERED** that:

1. The Application filed by Best Way Liquors, Inc., t/a Bestway Liquors, for renewal of its Retailer's Class A License, located at 2011 14th Street, NW, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 1B in this matter is hereby **WITHDRAWN**;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 Control Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: a43cb9b99d5f0e4e730003d1eccc8

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 547a07702594e8d11332a244c1e

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 238d3fcadfbef46d7f6b75bc7917d20d

Bobby Cato, Member

eSigned via SeamlessDocs.com
Rafi Aliya Crockett, Member
Key: b56c0d1e45e1f9e401613b5dc12f81c7

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 8217203175509447401b560c2a41895

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5027bda789f0040ec14adeb52541ce5

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 Concerning Issuance of
License ABRA-000000 to
Best Way Liquors, Inc, t/a Bestway Liquors,
2011 14th St NW**

THIS AGREEMENT, made and entered into this 17th day of August, 2021, by and between Best Way Liquors, Inc, t/a Bestway Liquors ("Applicant") and ANC 1B ("ANC") witnesses.

RECITALS

WHEREAS, the Applicant has filed an application for a License Class A / Retail – Liquor Store (ABRA-014405) ("License") for a business establishment located at 2011 14th St NW ("Establishment"); and the application is currently pending before the District of Columbia Alcoholic Beverage Regulation Administration ("Board"); and

WHEREAS, in recognition of the Board's policy of encouraging parties to a liquor licensing proceedings to settle their differences by reaching settlement agreements, by their signatures below, the parties hereto desire to enter into a settlement agreement whereby (1) Applicant will agree to adopt certain measures to address ANC's concerns and to include this agreement as a formal condition of its application, and (2) ANC will agree to the issuance of the provided that such an agreement is incorporated into the Board's order issuing the license, which license is conditioned upon compliance with this agreement;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, receipt and sufficiency are hereby acknowledged, the parties agree as follows:

1. Nature of the Establishment.
 - a. The Applicant will operate and manage a Class A / Retail - Liquor Store Establishment, as defined by the Board. Applicant shall comply with all conditions applicable to this license class.
 - b. The Establishment shall be a Retail – Liquor Store.
 - c. No outside operation or service shall occur.

2. Hours of Operation and Sales. Establishment's permitted hours of operation, and selling, shall be as follows:

- a. Hours of Operation and Sales:

| Day | Not Earlier Than | Not Later Than |
|------------------|-------------------------|-----------------------|
| Sunday | 09:00 a.m. | 12:00 a.m. |
| Monday | 09:00 a.m. | 12:00 a.m. |
| Tuesday | 09:00 a.m. | 12:00 a.m. |
| Wednesday | 09:00 a.m. | 12:00 a.m. |
| Thursday | 09:00 a.m. | 12:00 a.m. |
| Friday | 09:00 a.m. | 12:00 a.m. |
| Saturday | 09:00 a.m. | 12:00 a.m. |

3. Nature of the Business.

- a. Applicant will comply with all laws and regulations governing the operations of the business.
- b. Notwithstanding the restriction on sales imposed by D.C. Code §25-346, the Applicant is authorized to sell, give offer, expose for sale, or deliver an individual container of beer, malt liquor, or Ale. However, Applicant will not divide a manufacturer's package of more than one container of beer, malt liquor, Ale or spirits (liquor) in order to sell an individual container or the packaged alcohol.
- c. Applicant will discourage the illegal public consumption of alcohol inside, on the sidewalk adjacent, or around the immediate area.

4. Efforts to Monitor and Suppress Noise, Rowdiness, and Harassing Activities Outside the Premises.

- a. Applicant agrees that it shall take measures to reduce or limit noise from patrons exiting its premises, and to the extent that it is able, to limit or reduce the loitering of persons outside the premises, by using clear and visible signage, cameras to monitor the exterior of the premises and contacting MPD with regard to complaints of excessive noise and/or offensive or harassing behavior by persons outside of its premises.

- b. Applicant will maintain security camera in working order at all times, not including instances of mechanical failure or reasonable downtime needed to replace or upgrade cameras. The cameras will entirely cover the interior of the business's retail space and the sidewalk in front of the property. The footage from these cameras shall be kept for at least a month and be made available to the Metropolitan Police Department ("MPD") and/or ABRA upon request.
- c. Applicant will contact the MPD and request issuance of a Barring Notice for any patrons who have a pattern of having produced noise, waste, or unruly behavior.
- d. Applicant will not sell alcoholic beverages to obviously intoxicated customers and will post signs that state that the store will not sell alcoholic beverages to obviously intoxicated customers.
- e. Applicant agrees that it shall take steps to minimize illegal drug use and trade within its premises, including, without limitation, monitoring for and prohibiting sales or use of illegal drugs within the premises, and maintaining contact and cooperating with MPD and other enforcement officials when known drug activities occur. If the applicant(s) fear for their personal safety upon observing illegal drug activity in the establishment, the applicant will wait until they are in a position of safety to report the activity.

5. Cleanliness and Maintenance.

- a. All trash, recyclable materials, and grease stored outdoors at the Establishment shall be in containers that are impervious to vermin, leaks, and odors.
- b. Applicant shall ensure that no garbage or recyclables may be placed in exterior trash receptacles in any manner that would prevent the full closure of the receptacles. Applicant shall ensure that the doors and/or lids on all dumpsters or compactors are fully closed at all times.
- c. Any damaged or leaking containers shall be repaired or replaced within 72 hours. Outdoor containers shall be kept closed at all times, and no waste or other materials shall be stored outdoors, except in such containers.
- d. Applicant shall arrange for trash and recycling collection a minimum of 2 times per week.
- e. Applicant shall not allow trash or recyclable materials, including bottles and cans, to be disposed outdoors between the hours of 10:00 p.m. and 7:00 a.m. and shall not allow trash collection to occur during these hours.

- f. Applicant shall keep its entire property and the sidewalk (up to and including the curb) in front of the premises, including tree (box(es) and curb clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed.

6. Rat and Vermin Control.

- a. Applicant shall eliminate potential attractions for rodents and other pests, including exterior sources of food, standing water, and shelter locations.
- b. Applicant shall contract with a licensed exterminator to inspect the Establishment a minimum of 1 time per quarter and shall maintain recommended pest control measures.

7. Compliance with Regulations. Applicant shall comply with regulation of the Board, Department of Consumer and Regulatory Affairs (DCRA), Department of Health (DOH), Department of Public Works (DPW), and other applicable DC agency regulations regarding conduct of its business and the ownership of the license.

8. Binding Effect. This Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant during the term of the license to which this Agreement applies. Applicant agrees to specifically notify any prospective transferee of the existence of this Agreement and to provide them with a copy.

9. Agreement Available Upon Demand. A copy of this Agreement shall be kept at the Establishment and made available to law enforcement officers and Alcoholic Beverage Regulatory Administration inspectors immediately upon request

10. Notices.

- a. Notices shall be provided by email, U.S. Mail or hand-delivery as follows:

If to ANC:
Advisory Neighborhood Commission 1B
2000 14th St., NW, Suite 100B
Washington, DC 20009
1b@anc.dc.gov

If to Applicant:
Best Way Liquors, Inc, t/a Bestway Liquors

2011 14th St NW
Washington, DC 20001

- b. Failure to give notice shall not constitute waiver or acquiescence to the violation.

WHEREFORE, by the signing of the representatives of Applicant and ANC, Applicant hereby agrees to aforementioned covenants and ANC agrees to the issuance of the Class A / Retail – Liquor Store license to Applicant, and withdraws its protest, provided that this agreement is incorporated into the Board's order issuing a Class A / Retail – Liquor Store license, the issuance of which is conditioned upon compliance with this Settlement Agreement.

[SIGNATURE BLOCKS ON FOLLOWING PAGE]

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

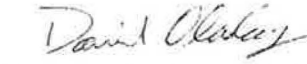
ANC:

Advisory Neighborhood Commission 1B



Sabel Harris, Advisory Neighborhood Commissioner, 1B12

Date Signed: 08/18/2021



Dan Orlaskey, Vice Chair, ANC 1B

Date Signed: 8/18/2021

APPLICANT:

Best Way Liquors, Inc, t/a Bestway Liquors

By: 

Print Name/Title: Tesfamicael Ghebre, Owner

Date Signed: 08/17/2021