



The official records of the Board reflect that the Applicant and ANC 5C entered into a Settlement Agreement (Agreement), dated January 25, 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 Commissioner Kevin Mullone, on behalf of ANC 5C, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 5C of this Application.

In addition, the Board dismissed the Protest of the Group of Twenty Three Individuals pursuant to D.C. Official Code § 25-609(b), which states that "...In the event that an affected ANC submits a settlement agreement to the Board on a protested license application, the Board, upon its approval of the settlement agreement, shall dismiss any protest of a group of no fewer than 5 residents or property owners meeting the requirements of § 25-601(2)..."

Accordingly, it is this 22nd day of February, 2018, **ORDERED** that:

1. The Application filed by MB, LLC, t/a Bodega, for renewal of its Retailer's Class B License, located at 2409 Franklin Street, NE, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 5C in this matter is hereby **WITHDRAWN**;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:

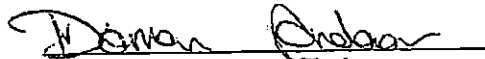
Section 3 (Establishment Use and Operations) – This Section shall be modified to read as follows: "Any modification in the Licensee's operations is of great concern to the community and may require Board approval pursuant to D.C. Official Code § 25-762."

Section 9 (Outside Space) – The citation "DCMR § 25-726" shall be replaced with the citation "D.C. Official Code § 25-726."

The parties have agreed to these modifications.

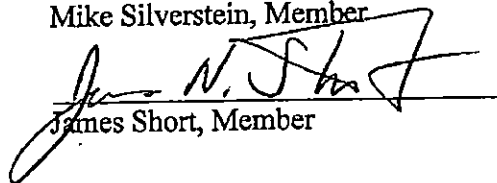
4. The Protest of the Group of Five or More Individuals is **DISMISSED**; and
5. Copies of this Order shall be sent to the Applicant, ANC 5C, and Yolanda Odunsi, on behalf of the Group of Five or More Individuals.

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).

January 19, 2018

Advisory Neighborhood Commission 5C  
Washington, DC 20018  
<https://anc5c.net/>

Alcoholic Beverage Regulation Administration  
2000 14<sup>th</sup> St NW, Suite 400  
Washington, DC 20009

Made on the 25<sup>th</sup> day of January 2018 by and between MB LLC doing business as Bodega Market at 2409 Franklin St NE, Washington DC 20018 (hereinafter "Applicant"), and the Advisory Neighborhood Commission 5C (hereinafter "ANC5C"). The ANC5C agrees to withdraw the protest against the renewal of the liquor license ABRA-100950 so long as the Applicant agrees to withdraw the application for extended hours.

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

Whereas, the parties wish to state their mutual intent and commitment to promote the success, peace, order, and quiet of the community; both parties recognize the importance of commercial districts (and limited commercial operations within the residential districts) and their adjacent neighborhoods such that they are safe and clean.

NOW, THEREFORE, in consideration of the recitals set forth above 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**
  - A) In addition to the requirements of this agreement, Applicant will operate in compliance with all applicable laws and regulations.
  - B) Applicant agrees to abide by all ABRA regulations regarding the ownership and transfer of the license.
3. **Establishment Use and Operations** At no point will the applicant or designee seek a substantial change to its liquor license, including but not limited to a change to a Class A liquor license.

4. **Hours of Operations** Applicant shall be reminded of the close proximity to the residential community as well as the proximity to a church, daycare, and city park and shall operate between the hours for alcohol sales and consumption from 7AM - 7PM, Monday through Saturday, and closed on Sunday.
5. **Safety and Security** The Applicant of the Bodega shall make every effort to present a safe environment in and around the premises of the store. The owner shall dissuade and prevent illegal activities in and around the store, including but not limited to marijuana use, public intoxication, consumption of alcoholic beverages on the Bodega's premises, public urination, graffiti, illicit drug use, or drug sales. The Applicant shall take steps to dissuade and prevent these illegal activities by, including but not limited to, contacting MPD 5D Police, calling 911, and/or hiring professional security. The Applicant shall install and post "No Loitering", "Area under Surveillance", and "No Public Urination" signs on its property next to the waste receptacles.
6. **Customer Parking** To every extent possible, the applicant discourage patrons from parking in alleyway/roadway that runs along the side of the store from Franklin St NE to Evarts St NE (currently identified as Mills Avenue), illegally parking on Franklin St NE, or blocking the sidewalk in front of the establishment, or the entrances to residential properties. Applicant shall make every effort communicate with DC Department of Transportation and the ANC to identify issues with the roadways and/or sidewalk.
7. **Trash/Rodents** Applicant shall use rodent proof refuse receptacles to dispose of trash and waste by a commercial hauler no fewer than two (2) times per week depending on frequency of operations. Trash pickup by a commercial hauler will commence no later than 8AM. The owner/management or staff of the Bodega shall pick up trash in and around the immediate environs of the premises daily and the pick-up area should include a distance of not less than 30 feet in all directions. Disposal in outside containers shall not occur between the hours of 11:00 PM – 7:00 AM. Garbage, recycled trash, and grease shall be deposited in dumpsters with proper tight-fitting, locked covers that remain fully closed except for such times when trash and garbage is being added or removed. Every effort shall be made to eliminate accessibility to food sources for rodents. Owner agrees to comply with DC sanitation laws as well as the proper procedures for food safety and disposal. Garbage, grease, and/or recycling spills shall be cleaned up as soon as practical after their occur. Any leak or spillage or grease shall be promptly cleaned using industry practices. Applicant will make every effort to take advantage of the Mayor's Grant program for Commercial Waste Program.
8. **Odor and Emissions) Control** Applicant shall ensure that regularly scheduled maintenance and cleaning of exhaust hoods, fans and vents are undertaken in accordance with manufacturer's specifications for the type and amount of cooking undertaken. Applicant will also clean and/or exchange filters as often as necessary to ensure optimal grease and particle removal and odor mitigation for the type and quantity of cooking undertaken. Applicant will ensure that any mechanical issues that develop that impact the outside environment that disrupts the enjoyment of the community is promptly addressed.

9. **Outside Space** As indicated in DCMR § 25-726, "The Applicant/licensee under a retailer's license 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. The Applicant shall clean the sidewalks to the front of the establishment up to and including the curb, and perimeter on a regular basis. The Applicant shall further take reasonable measures to keep clean and clear the fenced area to the rear of the property. Finally the Applicant shall not engage in dumping of trash or waste in any outdoor space other than as explicitly set forth in paragraph (7).

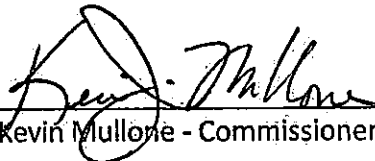
The terms of this Voluntary Agreement in its entirety shall become effective upon ratification by the District of Columbia Alcoholic Beverage Control Board. The parties request that the text of the Agreement be incorporated in an order of the Board granting Applicant's request for issuance of its Retailer's license Class B Grocery License.

In further consideration of, and reliance upon the foregoing commitments by the ANC 5C, the Applicant hereby request that the Application for issuance of its Class B Retailer's License be issued.

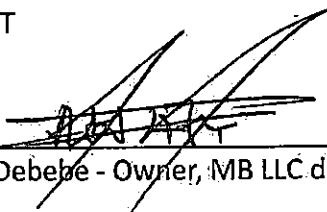
This agreement shall remain in effect unless dissolved by the joint consensus of both the ANC5C and the Bodega.

In WITNESS WHEREOF, the parties affixed hereunto their hands and seals on the year and day first above written

THROUGH THEIR DESIGNATION REPRESENTATIVES of the ANC5C :

By:  \_\_\_\_\_  
Kevin Mullone - Commissioner ANC 5C02

APPLICANT

By:  \_\_\_\_\_  
Sam Debebe - Owner, MB LLC dba Bodega Market