

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE AND CANNABIS BOARD**

In the Matter of:)
)
Wendim Veni, Inc.)
)
Applicant for a New)
Retailer’s Class A License)
)
at premises)
725 8th Street, SE)
Washington, D.C. 20003)
_____)

License No.: ABRA-125007
Order No.: 2023-402

Wendim Veni, Inc., Applicant

Edward Ryder, Chairperson, Advisory Neighborhood Commission (ANC) 6B

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

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that Wendim Veni, Inc. (Applicant), Applicant for a New Retailer’s Class A License and ANC 6B have entered into a Settlement Agreement (Agreement), dated July 12, 2023, 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 Edward Ryder, on behalf of ANC 6B, are signatories to the Agreement.

Accordingly, it is this 26th day of July 2023, **ORDERED** that:

1. 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
2. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage and Cannabis Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: ac432c6a3b6d5f9e4c730023d1cc0c8

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 547ac3725220e6e6d1b3324a2d43ec

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 256d3fca2b6146c7f4c75bd7917622d3

Bobby Cato, Member

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5027bd87ff92d040ec14adeb52541ce5

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 and Cannabis 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 BY AND BETWEEN
ADVISORY NEIGHBORHOOD COMMISSION 6B

and

Wendim Veni, Inc t/a _____

Pursuant to this Settlement Agreement, ("Agreement"), by and between Wendim Veni, Inc ("Applicant") and Advisory Neighborhood Commission 6B ("ANC6B"), effective as of the date of its adoption by ANC6B, the Parties hereby agree to be legally bound by the terms and conditions of this Settlement Agreement (SA) as it relates to conduct of business located at 725 8th Street SE, Washington, DC 20003 ("Premises").

WHEREAS, the Premises is within the boundaries of ANC6B and the Applicant has applied for a new Retailer's Class "A" Liquor Store (ABRA-125007) ("License"), which is now pending before the District of Columbia Alcoholic Beverage and Cannabis Administration ("ABCA");

WHEREAS, Applicant and ANC6B are desirous of voluntarily entering into and mutually memorialize the terms and conditions upon which ANC6B 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 at the Premises in such a manner as to further promote the security, sanitation, peace, order and quiet of the neighborhood and which ANC6B deems to be in the best interests of the neighborhood;

WHEREAS, this is intended to replace in its entirety any and all previously-existing Settlement Agreements between the Parties, and all such previous agreements are hereby declared superseded, null and void and of no further effect; and

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 Premises 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. Unless and until Applicant applies for and receives approval for an exemption as provided for in DC Code 25-346(c) for the sale or delivery of an individual container of beer or ale of less than 70 ounces, 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 container is less than 70 ounces;
 - c. The Applicant will discourage the illegal public consumption of alcohol inside or around the immediate area and will participate in an ABCA Board-approved course on alcoholic beverage sales management;
 - d. The Applicant will not sell or provide cups or single servings of ice; and,
 - e. The Applicant agrees to post this Settlement Agreement alongside the Applicant's ABCA License.

SETTLEMENT AGREEMENT

ANC 6B

3. **Hours of Operation and Sales of Alcohol.** The Applicant's hours of operation hours during which the sale of alcohol are permitted shall be as follows:

Sunday through Thursday	10:00 a.m. – 10:00 p.m.
Friday and Saturday	10:00 am – 11:00 p.m.

4. **Signage and Monitoring.** Applicant will strictly comply with D. C. Official Code and municipal regulations 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. Calling MPD to report illegal activity within or immediately outside of the Premise;
 - d. 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 / area within the Premises with sufficient capacity to store all recyclable trash, and non-recyclable trash (garbage).
 1. Applicant shall contract with third party sanitation or waste management and recycling vendor(s) to collect garbage and recyclable trash a minimum of three (3) days per week (or such more frequent schedules as may be necessary to prevent the receptacles from exceeding their capacity);
 2. 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.;
 3. Applicant shall dispose recyclable and non-recyclable trash in appropriate rodent-proof receptacles capable of being fully closed with tight-fitting lids;
 4. Applicant shall store or place all kegs, cardboard, and other goods of any type within the Premises;
 5. All receptacles used for garbage and recyclable trash shall be maintained in good repair and in safe and sanitary condition.
 6. Applicant shall ensure that 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.
 7. Applicant shall cooperate and permit inspection of the Premises, including but not limited to the indoor trash room, 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 cleaned up.
 - 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 this 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. ANC 6B will notify Venes Zebenay, Owner, [Email: get_aida@yahoo.com], via electronic mail of any alleged violations. 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. All other previous Voluntary or Settlement agreements are rendered null and void.


SETTLEMENT AGREEMENT

ANC 6B

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

APPLICANT:

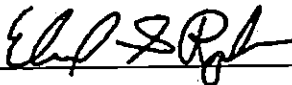
Name: Wendim Veni, Inc t/a _____
ABCA# 125007
725 8th Street, SE
Washington, DC 20003
Venes Zebenay, Owner,
Email: get_aida@yahoo.com

Signature:  _____

Date: 07/10/23

ANC 6B:

Advisory Neighborhood Commission 6B
700 Pennsylvania Avenue, SE
Washington, DC 20003
Edward Ryder, Chairperson

Signature:  _____

Date: 7-12-2023