

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

In the Matter of:)
)
H Street Spirits, LLC)
t/a H Street Spirits)
)
Applicant for a New)
Retailer’s Class A License)
)
at premises)
1368 H Street, NE)
Washington, D.C. 20002)
)

License No.: ABRA-118781
Order No.: 2021-498

H Street Spirits, LLC, t/a H Street Spirits, Applicant

Mona Hatoum, on behalf of Advisory Neighborhood Commission (ANC) 6A ABL Committee

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

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that H Street Spirits, LLC, t/a H Street Spirits (Applicant), Applicant for a new Retailer’s Class A License and ANC 6A have entered into a Settlement Agreement (Agreement), dated September 10, 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 ANC 6A, are signatories to the Agreement. The Applicant and Mona Hatoum, on behalf of ANC 6A, are signatories to the Agreement.

Accordingly, it is this 15th day of September 2021, **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 Applicant and ANC 6A.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamllessDocs.com
Donovan Anderson
Key: ac412b69c9d5f6e4b730693d1dccc8

Donovan Anderson, Chairperson

eSigned via SeamllessDocs.com
James Short
Key: 547ae373204e6c5c1a332ad2849e

James Short, Member

eSigned via SeamllessDocs.com
Bobby Cato
Key: 255d3fca0f0e145d7f4b751d7817d20d

Bobby Cato, Member

eSigned via SeamllessDocs.com
Rafi Aliya Crockett, Member
Key: b560a91845e16e4018155e5c12f81cc

Rafi Crockett, Member

eSigned via SeamllessDocs.com
Jeni Hansen, Member
Key: 821729310509447431b56f0c2a41805

Jeni Hansen, Member

eSigned via SeamllessDocs.com
Edward Grandis, Member
Key: 5027bda79ff0940ec14adeb52541ce5

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).



Made this 10th day of September, 20 21

by and between

H Street Spirits, LLC t/a H Street Spirits (ABRA-118781)
1368 H Street, NE, Washington DC 20002

and

Advisory Neighborhood Commission 6A

Preamble

Through this Settlement Agreement ("Agreement"), both parties aim to create an environment whereby the H Street Spirits, LLC ("Applicant") may operate as a viable contributing business to the ANC 6A community, while concurrently curtailing any adverse effects a business such as the Applicant's could have on the surrounding neighborhood.

The Applicant is encouraged to work regularly with the ANC 6A, neighborhood associations, and residents to ensure the business operations do not adversely affect the surrounding neighborhood. All parties believe the statements and provisions contained in this Agreement are reasonable and must become wholly integrated into the day-to-day operations of the establishment.

Witnessed

Whereas, Applicant's premises is within the boundaries of ANC 6A; and,

Whereas, the parties desire to enter into an Agreement governing certain requirements and understandings regarding the issuance of a Retailer's Class "A" Liquor License at the subject premises; and,

Whereas, the parties wish to state their mutual intention and commitment to promote the success, peace, order, quiet, and equity of the community. Both parties recognize the importance of commercial districts (and limited commercial operations within residential districts) and their adjacent neighborhoods that are safe, clean, and "pedestrian friendly."

The Parties Agree As Follows:

1. Requirements for sale/provision of single containers of alcohol beverages:
Applicant shall abide by the Ward 6 restrictions on the sale of single containers of alcoholic beverages set forth in DC Code §25-346 ("Ward 6 restrictions for off-premises retailer's license").
2. Clear bags must be used for all purchases of single sales of beer, malt liquor, alc, wine or fortified wine in containers of 70 ounces or less.
3. Ban on Sale/Provision of Other Items:
 - A. "Go-cups":
 - 1) Applicant shall not sell, give, offer, expose for sale, or deliver "go-cups" or servings of plain ice in a cup.
 - 2) Per the Alcoholic Beverage regulations, a "go-cup" is defined as: "a drinking utensil provided at no

charge or a nominal charge to a customer for the purpose of consuming alcoholic beverages off the premises of an establishment.”

B. Products associated with illegal drug activity:

- 1) Applicant agrees to not sell, give, offer, expose for sale, or deliver products associated with illegal drug activity.

4. Public Space Cleanliness and Maintenance:

A. Applicant will maintain the public space (minimally the front sidewalk up to and including the gutter in front of the subject premises, and the alleyway behind the subject premises) adjacent to the establishment in a clean and litter-free condition by:

- 1) Picking up trash and recycling, including beverage bottles and cans, and all other trash a minimum of twice daily (once immediately before business hours and again between 5:00 p.m. and 8:00 p.m.).
- 2) Maintaining regular trash, garbage, and recycling removal service, regularly removing trash and recycling from the trash and dumpster area, and seeing that the trash and dumpster area remain clean.
- 3) Depositing trash, garbage, and recycling only in rodent-proof dumpsters, and seeing that dumpster covers fit properly and remain fully closed except when trash, recycling, or garbage is being added or removed.
- 4) Exercising due diligence to prevent and/or rid vermin infestation in and around the establishment, including following, minimally, the recommendations and guidelines of the Vector Control Division of the Department of Public Works.
- 5) Assisting in maintenance of the curbs in front of the establishment to keep them free of trash and recycling, removing snow and ice from the sidewalk, and complying with all applicable D.C. laws and regulation in these respects.
- 6) Generally tending to tree boxes directly in front of the subject premises, if any.
- 7) Promptly removing or painting over any graffiti written on the exterior walls of the property. “Promptly” is defined as within two weeks of the graffiti’s appearance.
- 8) Requiring the owner and employees not to park on public space between the building and the curb.
- 9) Not locating trash bins, chairs, tables, or other equipment on public space without a valid space permit.
- 10) Posting a notice kept in good repair and visible from point of entry asking customers not to litter in the neighborhood of the establishment.

5. Signage/Illegal Activity:

- A. Applicant will not directly or indirectly, sell or deliver alcohol to any intoxicated person.
- B. Applicant shall post a notice kept in good repair and visible from point of entry a sign, which states:
 - 1) The minimum age requirement for purchase of alcohol,
 - 2) The obligation of the patron to produce a valid identification document in order to purchase alcohol.
- C. Applicant shall make reasonable efforts to prohibit and prevent criminal activity on or in front of the establishment premises, to include:
 - 1) Posting a sign kept in good repair requesting customers to not contribute to panhandlers,
 - 2) Calling appropriate emergency services if illegal activity is observed,
 - 3) Keeping a written record of dates and times (i.e. log) when emergency services were called for assistance. Applicant’s log shall be provided to the ABC Board and, for good cause shown to the Board, to any valid protestant during hearings involving future renewals or contested proceedings involving the Applicant’s license.
- D. Applicant agrees to post signs kept in good repair in highly visible locations that announce the following:
 - 1) Prohibition against selling to minors.
 - 2) No panhandling.
- E. Applicant agrees that total signage for alcohol and tobacco products in the front window shall be limited to 25% of the total window space available.
- F. To the extent such lighting is not present on the exterior of the establishment, Applicant will install and maintain high-intensity flood-lights on the exterior of its premises so as to fully light any abutting alleyway from dusk until dawn consistent with District of Columbia light pollution regulations, 12-K DCMR § 409.

6. Regulations:

In addition to the requirements of this Agreement, Applicant will operate in compliance with all Settlement Agreement between H Street Spirits, LLC and ANC6A

- applicable laws and regulations.
7. Modifications:
 8. This Agreement may be modified only in writing, subject to approval of the modification by the ABC Board or as otherwise permitted in accordance with District of Columbia laws and regulations. Miscellaneous
 - A. Applicant, and all employees of the Applicant involved in the sale of alcoholic beverages, shall attend and complete an alcoholic beverage server training course/seminar.
 - B. The licensed establishment will be managed in person by Applicant or a board-licensed manager.
 - C. Applicant certified that it does not owe more than \$100 to the District of Columbia government as a result of any fine, penalty, or past due tax for more than six months.
 - D. Applicant shall retain a copy of this Settlement Agreement in the establishment and have it available for review upon request.
 - E. Applicant is encouraged to participate in a Business Improvement District program if one exists.
 - F. Applicant is encouraged to work with ANC 6A, the Single Member District (SMD) ANC Commissioner within whose boundaries the establishment is located, the Chair of the ABL Committee, and other Commissioners whose SMDs are adjacent to the location of the establishment to address concerns arising from violations of this Agreement.
 - G. If any provision of this Agreement, or any portion thereof, is held to be invalid or unenforceable, the remainder of the Agreement shall nevertheless remain in full force and effect.
 9. Enforcement:
 - A. If any party hereto believes in good faith that the Applicant is in violation of this Agreement, written notice specifying the alleged violation shall be delivered to the Applicant. The Applicant shall have ten (10) days after receipt of such written notice to come into compliance with this Agreement or respond to said alleged notice of default. In cases where the defaulting Party reasonably requires more than ten (10) days to come into compliance, the defaulting Party shall, within ten (10) days, make substantial efforts toward compliance and pursue those efforts until the default is corrected. Any notice which may be given hereunder shall be deemed to have been given if sent by mail or e-mail to the following:

If to Applicant: H Street Spirits, LLC
 2812 36th Place, NW
 Washington, DC 20007
 jayasaxena@gmail.com

If to ANC 6A: ANC 6A
 P.O. Box 75115
 Washington, DC 20013
 ANC6A@yahoo.com


- B. Applicant and the ANC 6A Commission agree to enter into this Agreement. If the Applicant should breach the conditions of this Agreement and fail to come into compliance or make substantial efforts toward compliance as provided by Section 9(A) of this Agreement, it is understood by all parties that the ANC 6A, and/or its committees, or others may immediately petition the Alcohol Beverage Regulatory Administration (ABRA) to investigate violations of this Agreement and take appropriate actions per 23 D.C.M.R.
- C. This Settlement Agreement is binding on the Applicant and its successors and will continue in force for any and all subsequent license holders at this location.

In Witness Whereof

The parties have affixed hereto their hands and seals.

Applicant:

H Street Spirits, LLC

By:  Date: 09/08/21
Jaya Saxena Sundaram, Sole Member

Advisory Neighborhood Commission 6A Representative:

By: Mana Hlatoun (ABL) Date: 9/10/21

Signature: 