

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

In the Matter of:

H St Liquors, LLC

t/a H Street Beverage Warehouse

Applicant for a New
Retailer's Class A License

at premises

1431 H Street, NE

Washington, D.C. 20002

License No.: ABRA-117278

Order No.: 2021-011

H St Liquors, LLC, t/a H Street Beverage Warehouse, Applicant

Amber Gove, Chairperson, Advisory Neighborhood Commission (ANC) 6A

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Bobby Cato, Member
Rema Wahabzadah, 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 St Liquors, LLC, t/a H Street Beverage Warehouse, Applicant for a new Retailer's Class A License and ANC 6A have entered into a Settlement Agreement (Agreement), dated December 4, 2020, 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 Chairperson Amber Gove, on behalf of ANC 6A, are signatories to the Agreement.

Accordingly, it is this 6th day of January 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: ac430686c0b35f094b7330f5d1dce88

Donovan Anderson, Chairperson

eSigned via SeamllessDocs.com
James Short
Key: 547ee37202b3dca944a322a6284ed

James Short, Member

eSigned via SeamllessDocs.com
Bobby Cato
Key: 2563a3ca1f1e140d794b756cd7917420d

Bobby Cato, Member

eSigned via SeamllessDocs.com
Rema Wahabzadah, Member
Key: bf2ca4cb504b74069b1fb35b738f192f

Rema Wahabzadah, Member

eSigned via SeamllessDocs.com
Rafi Aliya Crockett, Member
Key: b500e41845e1e403d155e5c129f10f

Rafi Crockett, Member

eSigned via SeamllessDocs.com
Jeni Hansen, Member
Key: 831723318f0c4474b11000c2a41850

Jeni Hansen, Member

eSigned via SeamllessDocs.com
Edward S. Grandis, Member
Key: 5027baa7ff5f0040ec14adab52541ce5

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 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 St NW, 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 4th day of December, 2020
by and between
H St Liquors LLC t/a H Street Beverage Warehouse (ABRA-117278)
at 1431-1433 H Street, NE, Washington, DC 20002
and
Advisory Neighborhood Commission 6A

Preamble

Through this Cooperative Agreement ("Agreement"), both Parties aim to create an environment whereby the H St Liquors 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, and quiet 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 as set forth in DC Code §25-346 ("Ward 6 restrictions for off-premises retailer's license.").

2. **Clear/Translucent Bags for Single Sales:** Clear or translucent bags must be used for all purchases of single sales of beer, malt liquor, ale, wine or fortified wine in containers of 70 ounces or less.
3. **Ban on Sale/Provision of Other Items:**
 - A. Single Cigarettes: Applicant shall not sell, give, offer, expose for sale, or deliver individual single cigarettes.
 - B. "Go-cups":
 - i. Applicant shall not sell, give, offer, expose for sale, or deliver "go-cups" or servings of plain ice in a cup.
 - ii. 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."
 - C. Products associated with illegal drug activity:
 - i. Applicant agrees to not sell, give, offer, expose for sale, or deliver products associated with illegal drug activity.
 - ii. These items are defined as: "cigarette rolling papers, pipes, needles, small bags, or any other items which may be regarded as drug paraphernalia."
4. **Public Space Cleanliness and Maintenance:** 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 conditions by:
 - A. Picking up the trash, including beverage bottles and cans, and all other trash a minimum of twice daily (immediately before business hours and once between 5:00 p.m. and 8:00 p.m.).
 - B. Maintaining regular trash removal service. Ensure that the trash and dumpster area(s) remain clean, that trash does not overflow trash containers, and ensuring that trash containers remain closed.
 - C. 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.
 - D. Assisting in maintenance of the curbs in front of the establishment to keep them free of trash, removing snow and ice from the sidewalk, and complying with all applicable D.C. laws and regulation in these respects.
 - E. Promptly remove graffiti written on the exterior walls of the property. Promptly is defined as within two (2) weeks of graffiti's appearance.
 - F. Requiring the owner and employees not to park on public space between the building and the curb.
 - G. Not locating trash bins, chairs, tables, or other equipment on public space without a valid public space permit.
5. **Signage/Loitering/Illegal Activity:**
 - A. Applicant will not directly or indirectly, sell or deliver alcohol to any intoxicated person, or to any person of intemperate habits, or to any person who appears to be intoxicated. A person of intemperate habits shall be defined as any person arrested or cited for alcohol-related offences by the Metropolitan Police Department for any alcohol-related crime three times or more in any one year and who has been so

- identified to Applicant by the Metropolitan Police Department by giving a photo and name to Applicant.
- B. Applicant shall post 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;
 - ii. 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 loitering and criminal activity on or in front of the establishment premises, to include:
 - i. Posting a sign kept in good repair, a sign requesting customers to not contribute to panhandlers;
 - ii. Asking loiters to move on whenever they are observed outside the establishment;
 - iii. Calling the Metropolitan Police Department ("MPD") if illegal activity is observed;
 - iv. Keeping a written record of dates and times (i.e. log) when the MPD was called for assistance. Applicant's log shall be provided to the Alcohol Beverage Control Board upon request 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:
 - i. Prohibition against selling to minors;
 - ii. No panhandling; and
 - iii. No loitering.
 - 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 floodlights on the exterior of its premises so as to fully light any abutting alleyway from dusk until dawn.

6. Miscellaneous:

- A. Applicant, and all employees of the Applicant, shall attend and complete an alcoholic beverage server training course/seminar within 60 days of the start of operations and after that period, new hires shall complete training within 30 days.
- B. Applicant certifies 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.
- C. Applicant is encouraged to participate in a Business Improvement District program if one exists.

7. Enforcement & Notice:

- A. If any Party hereto believes in good faith that the other Party is in violation of this Agreement, written notice specifying the alleged violation shall be delivered to the other Party and the Party in breach shall have ten (10) days after receipt of such written notice to come into compliance with this Agreement; respond to said alleged notice of default; or, in the case in which a defaulting Party reasonably requires more than ten (10) days to come into compliance, the defaulting Party has made substantial efforts toward compliance and will 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 St Liquors LLC
12413 Rivers Edge Drive
Potomac, MD 20854
irasuri84@gmail.com with CC to
sorabditawri@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 7(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 Agreement is binding on the Applicant and its successors and will continue in force for any and all subsequent license holders at this location.

8. **No Protest:** In consideration of the agreements set forth above, Protestants shall, upon approval of this agreement by the Alcoholic Beverage Control Board, withdraw their Protests of the application for the License at the Premises.

In Witness Whereof

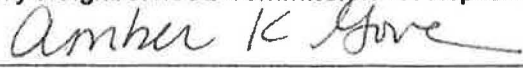
The Parties have affixed hereto their hands and seals.

Applicant:

H St Liquors LLC

By:  Date: 12/4/2020
Ira Suri, Managing Member

Advisory Neighborhood Commission 6A Representative

By:  Date: 12/15/2020
Amber Gove, ANC 6A Chairperson