

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

In the Matter of:)
)
High Spirits, LLC)
t/a High Spirits)
)
Application for Substantial Change)
(Change of Hours))
to a Retailer’s Class A License)
)
at premises)
301 H Street, NE)
Washington, D.C. 20002)
)

Case No.: 24-PRO-00046
License No.: ABRA-127084
Order No.: 2024-587

High Spirits, LLC, t/a High Spirits, Applicant

Mark Eckenwiler, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 6C, Protestant

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Silas Grant, Jr., Member

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF ANC 6C’S PROTEST**

The Application filed by High Spirits, LLC, t/a High Spirits (Applicant), for a Substantial Change to change its hours of operation and alcoholic beverages sales to its Retailer’s Class A License, having been protested, came before the Alcoholic Beverage and Cannabis Board (Board) for a Roll Call Hearing on June 3, 2024, and a Protest Status Hearing on July 10, 2024, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 6C entered into a Settlement Agreement (Agreement), dated August 6, 2024, 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 Mark Eckenwiler, on behalf of ANC 6C, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 6C.

Accordingly, it is this 14th day of August 2024, **ORDERED** that:

1. The Application filed by High Spirits, LLC, t/a High Spirits, for a Substantial Change to its Retailer's Class A License, located at 301 H Street, NE, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 6C in this matter is hereby **WITHDRAWN**;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 and Cannabis Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: ac430b86c6d5f0e4b730083d1dccc8

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 547ae373f920de6ac8d1b3323d2949ec

James Short, Member



Silas Grant, Jr., Member

Pursuant to D.C. Official Code § 25-433(d)(1) (applicable to alcohol matters) or 22-C DCMR § 9720 (applicable to medical cannabis matters), 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 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 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 between ANC 6C and High Spirits, LLC

Preface

This agreement is made and entered into this 6th day of August, 2024 by and between High Spirits, LLC doing business as High Spirits (“Applicant”) and Advisory Neighborhood Commission 6C (“ANC”), collectively the “Parties.”

WHEREAS Applicant has filed an application with the District of Columbia Alcoholic Beverage and Cannabis Board (“ABC Board”) for a substantial change to retailer’s class A license ABRA-127084 (“License”) for premises 301 H St. NE, Washington, DC, and

WHEREAS, in recognition of the ABC Board’s policy of encouraging parties to a protested proceeding to settle their differences by negotiating agreements, the Parties hereto being desirous of entering into an agreement whereby, subject to approval of the ABC Board, Applicant will agree to adopt certain measures to address the ANC’s concerns and the ANC will agree to a substantial change to the License and withdraw its Protest,

NOW, THEREFORE, in consideration of the mutual covenants and undertakings memorialized herein, the Parties agree as follows:

Agreement

- 1. Hours of Inside Operation and Service:** The hours of operation and alcoholic beverage sales shall not exceed 10am-10pm Monday through Thursday; 10am-11pm Friday and Saturday; and 10am-8pm Sunday.
- 2. Deliveries:** To maintain the peace, order, and quiet of the surrounding neighborhood, Applicant shall receive all deliveries (whether of beverages or other materials and supplies) between 9am and 5pm Monday-Saturday. The Applicant will discourage delivery and pickup vehicles from idling their engines while stopped or otherwise obstructing crosswalks, sidewalks, and streetcar rights-of-way.
- 3. Waste Pick-Up and Removal:** Applicant will ask its landlord to maintain regular trash and recycling collection only during the hours 9am-5pm Monday through Saturday. Applicant will not dispose of glass bottles in recycling collection bins after 10pm.
- 4. Sanitation and Pest Control:** The Applicant will contract for rodent and pest abatement to be performed monthly at minimum.

5. Maintenance of Property

- a. Applicant will clear snow from the sidewalk adjacent to the premises within six (6) daylight hours after snowfall ends, or, in the event of a declared state of emergency, within six (6) daylight hours after the state of emergency is lifted. In the event that ice or snow becomes so densely packed on the sidewalk that removal is not readily feasible, Applicant shall within the time frame described above cover the unremoved snow or ice with a coating of sand or other appropriate substance as necessary to render the sidewalk safe for pedestrian travel.
- b. Each day the Applicant shall remove all litter and other solid waste adjacent to the store premises—that is, between i) the building façade and ii) the curb on H St. and 3rd St.—within one (1) hour after opening for business and again no more than one (1) hour before closing.
- c. The Applicant shall install and maintain motion-activated lighting in or around the recessed H St. doorway of 301 H St. NE. The installation shall occur within (6) months after Board approval of this agreement and the Applicant shall be responsible for securing any required permits. In addition, the Applicant shall paint the walls of the recessed doorway (up to a height of three (3) feet) with a superhydrophobic paint or coating (such as, but not limited to, Ultra-Ever Dry); such treatment shall take place within three (3) months after approval of this agreement.

6. Notice and Opportunity to Cure: In the event that any of the parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure as condition precedent to seeking enforcement of the Agreement. Reasonable notice and opportunity shall permit a cure within 24 hours of the date and time of such notice. Failure to give notice shall not constitute waiver or acquiescence of the violation, but notice shall be a prerequisite of the filing of a complaint with the ABC Board or any other enforcement action. Notice will be sent to the parties at the following addresses:

If to Applicant: hanjra0735@gmail.com

If to Advisory Neighborhood Commission 6C: 6C@anc.dc.gov

7. Withdrawal of Protest: The ANC agrees to the withdrawal of its protest upon execution of this Agreement, if this settlement agreement is incorporated into all ABC Board orders

Mark Eckenwiler, Chair, ANC 6C
(as authorized ANC 6C representative)

Mark Eckenwiler

Advisory Neighborhood Commission 6C

Rupinder Kaur, Owner

Rupinder Kaur

High Spirits, LLC t/a High Spirits

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August, 2024.

IN WITNESS WHEREOF, the Parties place their signatures to this agreement, this 6th day of

9. Exclusivity: This agreement, and any subsequent amendments approved by the ABC Board, shall constitute the sole and exclusive settlement agreement between the Parties.

8. Right to Seek Redress: The Parties agree that any failure of the Applicant to adhere to the foregoing commitments will constitute a breach of this agreement and grounds for the ANC to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(e) to enforce the provisions of the agreement.

amending or renewing the license, which orders are thereby conditioned upon compliance with this agreement.