

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

In the Matter of:

Select Whiskey, LLC
t/a Select Whiskey

Applicant for a New
Retailer's Class AI License

at premises
700 Pennsylvania Avenue, SE, Unit 2109
Washington, D.C. 20003

License No.: ABRA-117401
Order No.: 2021-282

Select Whiskey, LLC, t/a Select Whiskey, Applicant

Brian Ready, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 6C

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 Select Whiskey, LLC, t/a Select Whiskey (Applicant), Applicant for a new Retailer's Class AI License, and ANC 6C have entered into a Settlement Agreement (Agreement), dated April 25, 2021, 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 Brian Ready, on behalf of ANC 6C, are signatories to the Agreement.

Accordingly, it is this 12th day of May 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 6C.

District of Columbia
Alcoholic Beverage Control Board

#Signed via SeamlessDocs.com
Donovan Anderson
Key: 4c423b5f8f9e51f9e4b173003d18cc08

Donovan Anderson, Chairperson

#Signed via SeamlessDocs.com
James Short
Key: 147ae378020e69c0d15032d42049e

James Short, Member

#Signed via SeamlessDocs.com
Bobby Cato
Key: 255d36cadf0e146c1f4d758d7617a70d

Bobby Cato, Member

Rema Wahabzadah, Member

#Signed via SeamlessDocs.com
Rafi Aliya Crockett, Member
Key: b560a01b45e1f9e401d155e5c1281c0

Rafi Crockett, Member

#Signed via SeamlessDocs.com
Jeni Hansen, Member
Key: 62172231f50e47481b568c2a41800

Jeni Hansen, Member

#Signed via SeamlessDocs.com
Edward Grandis, Member
Key: 5027bda7f090040ecl4adeb52541ce5

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).

SETTLEMENT AGREEMENT BY AND BETWEEN
ADVISORY NEIGHBORHOOD COMMISSION 6B
AND
SELECT WHISKEY LLC T/A SELECT WHISKEY

Pursuant to this Settlement Agreement ("Agreement"), by and between Select Whiskey LLC t/a Select Whiskey ("Applicant") and Advisory Neighborhood Commission 6B ("ANC 6B"), effective as of the date of its adoption by ANC 6B, the parties hereto hereby agree to be legally bound by the terms and conditions of this Settlement Agreement as it relates to the operations of Applicant's business located at 700 Pennsylvania Avenue, SE #2109, Washington, DC 20003 ("Premises").

WHEREAS, Applicant has applied before the District of Columbia Alcoholic Beverage Regulatory Commission ("ABRA") to effect, and is seeking its approval of, a new Retailer's Class A Internet Retailer's ABC License, ABRA-117401, ("License"); and

WHEREAS, Applicant and ANC 6B are desirous of voluntarily entering into and mutually memorializing in this Agreement the terms and conditions upon which ANC 6B has agreed to support Applicant's License application, 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 peace, order, and quiet of the neighborhood about the Premises; 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. Applicant will manage and operate an Internet only retail business including the sale, packaging, shipment, and delivery of alcoholic beverages. The Premises is not accessible to the public, and there will be no physical sales of alcoholic beverages on the Premises.
3. Hours of Operation and Sales of Alcoholic Beverages: Applicant's hours of operation and sales of alcoholic beverages shall be 6:00am - 1:00am daily.
4. Hours of Local Delivery: Applicant may only deliver alcoholic beverages within the District of Columbia between the following hours:
 - a. Sunday through Thursday: 9:00am - 11:00pm; and
 - b. Friday & Saturday: 9:00am - 12:00am.

Nothing about the forgoing is meant to limit the hours during which Applicant may sell, offer for sale, package, or deliver alcoholic beverages to locations outside of the District of Columbia as permitted by DC law and regulations.

5. No Protest. Upon execution of this Agreement by the Parties and its acceptance by the Alcoholic Beverage Control Board, and in reliance thereupon, the ANC shall refrain from filing a protest of the Applicant's pending ABC License application.
6. Compliance with Agency Regulations. Applicant promises that it 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 their 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. If Applicant refuses or fails to commence the cure or diligently to pursue such cure within the 10-day period (or longer for 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. Modification of Agreement. 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.

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

Applicant:

Select Whiskey LLC t/a Select Whiskey
ABRA-117401
700 Pennsylvania Avenue, SE #2109
Washington, DC 20003
Email: SelectWhiskey@gmail.com

By: 
Alec Shtromandel, Sole Member

Date: _____

ANC 6B:

Advisory Neighborhood Commission 6B

By: 
Brian Ready (6B03), Chairperson

Date: 4/25/2021