

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

In the Matter of:)
)
Alchemist DC, LLC)
t/a The Alchemist)
)
Applicant for a New)
Retailer’s Class CT License)
)
at premises)
1334 U Street, NW)
Washington, D.C. 20009)
)

Case No.: 21-PRO-00066
License No.: ABRA-118276
Order No.: 2021-862

Alchemist DC, LLC, t/a The Alchemist, Applicant

Ely Hurwitz, Counsel, on behalf of the Applicant

James Turner, Chairperson, Advisory Neighborhood Commission (ANC) 1B, Protestant

Joan Sterling, President, Shaw Dupont Citizens Alliance, Inc. (SDCA), Protestant

Brian Racilla, Designated Representative, on behalf of A Group of Five or More Individuals, Protestant

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

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF PROTESTS**

The Application filed by Alchemist DC, LLC, t/a The Alchemist (Applicant), for a new Retailer’s Class CT License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on September 14, 2021 and a Protest Stats Hearing on October 6, 2021, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 1B, SDCA, and a Group of Five or More Individuals entered into a Settlement Agreement (Agreement), dated November 4, 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; Chairperson James Turner and Commissioner Sabel Harris, on behalf of ANC 1B; Joan Sterling, on behalf of SDCA; and Brian Racilla, on behalf of the Group of Five or More Individuals; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 1B, SDCA, and the Group of Five or More Individuals.

Accordingly, it is this 17th day of November 2021, **ORDERED** that:

1. The Application filed by Alchemist DC, LLC, t/a The Alchemist, for a new Retailer's Class CT License, located at 1334 U Street, NW, Washington, D.C., is **GRANTED**;
2. The Protests of ANC 1B, SDCA, and the Group of Five or More Individuals in this matter are hereby **WITHDRAWN**;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, except for the following modification:

Subsection 5(b) (Rat and Vermin Control) – This Subsection shall be removed.

The parties have agreed to this modification.

4. Copies of this Order shall be sent to the Applicant and ANC 1B.

District of Columbia
Alcoholic Beverage Control Board

eSigned via Seamedocs.com
Donovan Anderson
Key: 543430825d160422000088808

Donovan Anderson, Chairperson

eSigned via Seamedocs.com
James Short
Key: 543430825d160422000088808

James Short, Member

eSigned via Seamedocs.com
Bobby Cato
Key: 26485f8d1b4145d74d075b074f762c0

Bobby Cato, Member

eSigned via Seamedocs.com
Rafi Aleya Crockett, Member
Key: 55d3d61842e180401d1550f61201cc

Rafi Crockett, Member

eSigned via Seamedocs.com
Jeni Hansen, Member
Key: 5272931f525447401b598c2441336

Jeni Hansen, Member

eSigned via Seamedocs.com
Edward Grandis, Member
Key: 5527bda7f9f0040ec14a9ab52541c05

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 1B and
Alchemist DC LLC t/a The Alchemist**

THIS AGREEMENT, made and entered into this 4th day of November, 2021, by and between Alchemist DC LLC t/a The Alchemist ("Applicant"), ANC 1B ("ANC"), and Shaw-Dupont Citizens Alliance ("Neighborhood Association").

RECITALS

WHEREAS, Applicant has filed an application for a new Retailer's Class "C" Tavern ABC License (ABRA- 118276) ("License") for a business Establishment located at 1334 U Street, N.W ("Establishment") with an Entertainment Endorsement; and

WHEREAS, in recognition of the Alcoholic Beverage Control Board ("Board")'s policy of encouraging parties to a liquor licensing proceeding to settle their differences by reaching Settlement Agreements, by their signatures below, the parties hereto desire to enter into a Settlement Agreement whereby (1) Applicant will agree to adopt certain measures to address ANC 1B's concerns and to include this Agreement as a formal condition of its renewal application, and (2) ANC will not file a protest of the application provided that the Board approve this Agreement conditioned upon Applicant's compliance with its terms; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, receipt and sufficiency are hereby acknowledged, the parties agree as follows:

1. Nature of the Establishment.
 - a. Applicant will operate and manage a Class C Tavern Establishment, as defined by the Board. Applicant shall comply with all conditions applicable to this license class with an Entertainment Endorsement.
 - b. The Establishment shall have a maximum occupancy of 50. Applicant shall post its Certificate of Occupancy in public view at all times.
2. Hours. Establishment's permitted hours of operation, and selling, serving, and consuming alcohol shall be as follows:

a. Interior Hours of Operation:

Day		
Sunday	11:00 a.m.	2:00 a.m.
Monday	11:00 a.m.	2:00 a.m.
Tuesday	11:00 a.m.	2:00 a.m.
Wednesday	11:00 a.m.	2:00 a.m.
Thursday	11:00 a.m.	2:00 a.m.
Friday	11:00 a.m.	3:00 a.m.
Saturday	11:00 a.m.	3:00 a.m.

b. Hours of Sales, Service, and Consumption of Alcoholic Beverages:

Day		
Sunday	11:00 a.m.	12:00 a.m.
Monday	11:00 a.m.	12:00 a.m.
Tuesday	11:00 a.m.	12:00 a.m.
Wednesday	11:00 a.m.	12:00 a.m.
Thursday	11:00 a.m.	2:00 a.m.
Friday	11:00 a.m.	3:00 a.m.
Saturday	11:00 a.m.	3:00 a.m.

c. Interior Hours of Entertainment:

Day		
Sunday	6:00 p.m.	2:00 a.m.
Monday	6:00 p.m.	2:00 a.m.
Tuesday	6:00 p.m.	2:00 a.m.
Wednesday	6:00 p.m.	2:00 a.m.
Thursday	6:00 p.m.	2:00 a.m.
Friday	6:00 p.m.	3:00 a.m.
Saturday	6:00 p.m.	3:00 a.m.

d. Provided, However, (1) on days designated by the DC ABC Board as "Extended Hours for ABC Establishments" Applicant may operate and serve alcohol for such hour(s); (2) in the event the Council of the District of Columbia or the DC ABC Board grant licensees in general extended operating hours (such as Inauguration or World Cup) Applicant may avail itself of such extended hours; and (3) on January 1 of each year Applicant may serve alcoholic beverages until 4:00 am.

3. Noise.

- a. Applicant shall comply with applicable noise-control regulations, including, but not limited to, those in District of Columbia Municipal Regulations (DCMR) Title 20 and Title 25.
- b. Applicant agrees to keep all doors and windows closed when Entertainment is being provided at the Establishment;
- c. Applicant shall take reasonable, necessary actions to ensure that music, noise, and vibration from the Establishment are not audible in any residential premises, including, but not limited to, making reasonable architectural modifications to the Establishment.
- d. Exterior doors and windows shall not remain open after 10:00 p.m. when music or amplified sound is audible from the exterior of the Establishment.
- e. Amplified speakers used in the interior must be on stands, raised, and/or mounted to reduce vibrations.
- f. Applicant's front door shall remain closed (not propped open), other than for routine ingress and egress, after 7:00 p.m. daily.
- g. Applicant's back door shall remain closed (not propped open), other than for routine ingress and egress, after 7:00 p.m. daily or whenever Entertainment is being provided at the Establishment before 7:00 p.m.
- h. Applicant shall inform its patrons by signage or other means, including staff members or security personnel, that residences are in proximity to the Establishment and urge quiet and decorum by patrons on exiting the Establishment.
- i. Applicant shall receive deliveries only between 7:00 a.m. and 7:00 p.m. in the commercial loading zone located on the 1300 block of U Street NW, Monday through Saturday. No deliveries, except fresh food, shall be accepted on Sunday.

- j. Applicant's security manager on duty, or their designee, shall be responsible for handling any noise issue complaints from the neighbors. This person will carry a cell phone designated for this purpose and the ANC and surrounding neighborhood associations shall be given this number to distribute to the neighboring residents.

4. Trash and Odors.

- a. Applicant shall take reasonable measures to ensure that the areas immediately adjacent to the Establishment are kept in a clean and litter-free condition.
- b. Applicant is encouraged to work with the ANC towards solutions for removing dumpsters and grease barrels from public space on site and collectively in surrounding block.
- c. Applicant is encouraged to work with nearby establishments for solutions, such as trash compactors to keep the surrounding areas, block, and alley clear of visible trash.
- d. All trash, recyclable materials, and grease stored outdoors at the Establishment shall be in closed containers that are resistant to vermin, leaks, and odors. Such containers shall not be placed in or protrude into public space (e.g., the alleyway behind the Establishment).
- e. Applicant shall deposit trash and garbage only in rodent resistant dumpsters and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. At no time shall the trash and garbage overflow the dumpsters and prevent the dumpster covers from being fully closed.
- f. Applicant shall train staff on proper trash and garbage disposal to avoid illegally dumped items, overfilled receptacles, and trash and garbage dumped on top of closed receptacles.
- g. Any damaged or leaking containers shall be repaired or replaced within 72 hours. Outdoor containers shall be kept closed at all times, and no waste or other materials shall be stored outdoors, except in such containers.
- h. Applicant shall arrange for trash and recycling collection a minimum of 7 times per week.
- i. Applicant shall not allow trash or recyclable disposal or collection between the hours of 10:00 p.m. and 7:00 a.m.
- j. Applicant shall keep the exterior (including immediately adjacent portions of the alley way, any nearby tree boxes, and sidewalks) of the Establishment free of litter, bottles, chewing gum, trash, and other debris.

- k. Applicant shall take reasonable, necessary actions to mitigate odors emanating from the Establishment, including, if necessary, installing and maintaining high-efficiency grease extracting kitchen exhaust ventilation and filtering systems of sufficient design and capacity as to reduce the external emission of odors.

5. Rat and Vermin Control.

- a. Applicant shall instruct an employee to ensure that the areas immediately adjacent to the premises, including the sidewalk and alley abutting the premises and around its dumpster, are swept and trash and other waste are removed from the ground at the end of operations to help eliminate potential attractions for rodents, pests, and other vermin.
- b. Applicant shall contract with a licensed exterminator to provide extermination services, including inspection of the Establishment, a minimum of once per month and shall maintain recommended pest control measures. Applicant shall make a copy of such contract available to the ANC and surrounding neighborhood associations (e.g., SDCA) upon request.

6. Security & Queuing.

- a. Applicant shall make reasonable efforts to reduce the potential for patrons queuing to enter the Establishment. Applicant shall maintain rope and stanchions for patrons queuing to enter the establishment. Applicant shall make reasonable efforts to minimize the queue's impact on the public space, including having an employee stationed outside to monitor patrons waiting in the queue.
- b. Applicant shall take all reasonable steps to minimize problems of illegal drugs and public drinking, including, by having a sufficient number of trained employees to assure adequate security and to control and help de-escalate unruly patrons, whether inside or in the immediate outside area; monitoring for and prohibiting sales or use of illegal drugs within or about the Premises; and maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur.
- c. Applicant shall maintain ownership and control of the Premises, including patrons' ingress and egress, staff of the establishment, including any bar and security staff. Applicant shall not contract the Establishment for events that are operated by a third-party or promoter. Under no circumstances shall Applicant permit a third-party or promoter to be responsible for providing security or maintaining control over the establishment's existing security personnel. To the extent that the Establishment uses a third-party or promoter to advertise events at its Establishment, such third-parties or promoters shall be forbidden from placing paper fliers, paper hangtags, or other physical pieces of advertising on vehicles or on doorknobs or railings of residences located within 10 square blocks from the Establishment.

- d. Applicant shall install and maintain exterior lighting and cameras to illuminate and monitor the area behind the Establishment. Applicant shall post signage indicating that the area is under surveillance.
- e. Applicant shall install signage that informs patrons that firearms and weapons are not welcome at the Establishment.

7. Parking.

- a. Applicant shall discourage its employees from parking their vehicles illegally, on streets signed with parking restrictions, and in alley ways, including time-limited parking and resident-only parking. Applicant shall not allow its employees, visitors, or patrons to park or stand their vehicles in a manner that places the vehicles in, or protruding into, the alleyway that runs between U Street and Wallach Place NW.
- b. Applicant shall encourage vendors and contractors to park legally, and, as reasonably necessary, work with DDOT, DPW or the appropriate agency to resolve issues related to illegal parking by its vendors and contractors.
- c. Applicant shall notify patrons, on Establishment website or other advertising, that there is limited parking in the vicinity and shall encourage the use of public transportation or walking.

8. Compliance with Regulations. Applicant shall comply with regulations of the Board (ABRA), Department of Consumer and Regulatory Affairs (DCRA), Department of Health (DOH), Department of Public Works (DPW), and other applicable DC agency regulations regarding conduct of its business and the ownership of the license.

9. Binding Effect. This Agreement shall be binding upon and enforceable against the successors and assigns of Applicant during the term of the license to which this Agreement applies. Applicant agrees to specifically notify any prospective transferee of the existence of this Agreement and to provide them with a copy.

10. Agreement Available Upon Demand. A copy of this Agreement shall be kept at the Establishment and made available to law enforcement officers and Alcoholic Beverage Regulatory Administration inspectors upon request.

11. Notices.

- a. Notices shall be provided by email, U.S. Mail, or hand-delivery as follows:

If to ANC:

Advisory Neighborhood Commission 1B
2000 14th St., NW, Suite 100B
Washington, DC 20009
1b@anc.dc.gov

If to Applicant:

Alchemist DC LLC t/a The Alchemist
1334 U Street, NW
Washington, DC 20009
admin@thealchemistdc.com

If to SDCA:

Shaw-Dupont Citizens Alliance
PO Box 73153
Washington, DC 20009
sdca@shawdupont.org

- b. Failure to give notice shall not constitute waiver or acquiescence to the violation.

WHEREFORE, by the signing of the representatives of Applicant and ANC, Applicant hereby agrees to the aforementioned covenants and ANC agrees to refrain from filing a protest against Applicant's ABC License application, provided that this Agreement is incorporated into the Board's order approving Applicant's Class C Tavern ABC license.

[SIGNATURE BLOCKS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

ANC:

Advisory Neighborhood Commission 1B

Sabel Harris

Sabel Harris, Commissioner, ANC 1B12

Date Signed: 11/10/2021

James A. Turner

James Turner, Chair, ANC 1B

Date Signed: 11/10/2021

Shaw-Dupont Citizens Alliance

Date Signed: _____

Group of Five or More Residents

Brian Rocillo

Brian Rocillo, Representative

Date Signed: Nov. 10, 2021

APPLICANT:

Alchemist DC LLC

By: *Austin Haag*
Austin Haag, Owner

Date Signed: 04 Nov 2021

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

ANC:

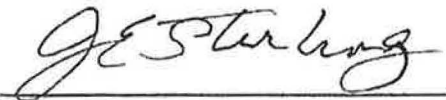
Advisory Neighborhood Commission 1B

Sabel Harris, Commissioner, ANC 1B12

Date Signed: _____

James Turner, Chair, ANC 1B

Date Signed: _____

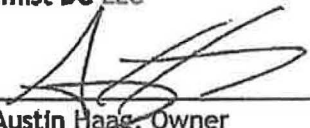


Shaw-Dupont Citizens Alliance

Date Signed: 11-12-21

APPLICANT:

Alchemist DC LLC

By: 
Austin Haag, Owner

Date Signed: 04 Nov 2021