

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

**In the Matter of:** )  
 )  
District Alley Group, LLC )  
t/a District Alley )  
 )  
Applicant for a New )  
Retailer's Class CT License )  
 )  
at premises )  
1351 U Street, NW )  
Washington, D.C. 20009 )  
 )

Case No.: 21-PRO-00080  
License No.: ABRA-119080  
Order No.: 2021-752

District Alley Group, LLC, t/a District Alley, Applicant

Matthew Minora, Counsel, on behalf of the Applicant

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

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

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**ORDER ON SETTLEMENT AGREEMENT AND  
WITHDRAWAL OF ANC 1B'S PROTEST**

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The Application filed by District Alley Group, LLC, t/a District Alley (Applicant), for a new Retailer's Class CT License, was protested by ANC 1B.

The official records of the Board reflect that the Applicant and ANC 1B entered into a Settlement Agreement (Agreement), dated November 3, 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 James Turner and Commissioner Sabel Harris, on behalf of ANC 1B, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 1B.

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

1. The Application filed by District Alley Group, LLC, t/a District Alley, for a new Retailer's Class CT License, located at 1351 U Street, NW, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 1B in this matter is hereby **WITHDRAWN**;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 Applicant and ANC 1B.

District of Columbia  
Alcoholic Beverage Control Board

eSigned via SignStream.com  
*Donovan Anderson*  
Key: 0c422b2925d563c4673000318ccc8

Donovan Anderson, Chairperson

eSigned via SignStream.com  
*James Short*  
Key: 5476a722970e608f1b23094294bc

James Short, Member

eSigned via SignStream.com  
*Bobby Cato*  
Key: 2b9436a0131451714b75e17917a2c9

Bobby Cato, Member

eSigned via SignStream.com  
*Rafi Alaya Crockett, Member*  
Key: 2561a61842e178a40141550e61291cc

Rafi Crockett, Member

eSigned via SignStream.com  
*Jeni Hansen, Member*  
Key: 82c72931c206447401b559c2a41395

Jeni Hansen, Member

eSigned via SignStream.com  
*Edward Grandis, Member*  
Key: 5027bd1a7f00f62f0c143c5b55841cc5

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 14<sup>th</sup> 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  
District Alley Group, LLC t/a District Alley**

THIS AGREEMENT, made and entered into this 3rd day of November, 2021, by and between District Alley Group, LLC t/a District Alley ("Applicant") and ANC 1B ("ANC").

**RECITALS**

WHEREAS, Applicant has filed an application for a new Retailer's Class "C" Tavern ABC License (ABRA-119080) ("License") for a business Establishment located at 1351 U Street, N.W with Entertainment Endorsements;

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's concerns and to include this Agreement as a formal condition of its 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 Retailer's Class "C" Tavern Establishment, as defined by the Board. Applicant shall comply with all conditions applicable to this license class with Entertainment Endorsements.
  - b. The Establishment shall have a maximum occupancy load of 59. 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:

3. Interior Hours of Operation and Sales, Service, and Consumption of Alcoholic Beverages:

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. Interior Hours of Entertainment:

Day		
Sunday	6:00 p.m.	1:00 a.m.
Monday	6:00 p.m.	1:00 a.m.
Tuesday	6:00 p.m.	1:00 a.m.
Wednesday	6:00 p.m.	1:00 a.m.
Thursday	6:00 p.m.	1:00 a.m.
Friday	6:00 p.m.	2:00 a.m.
Saturday	6:00 p.m.	2:00 a.m.

- c. 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; (3) on January 1 of each year Applicant may serve alcoholic beverages until 4:00 am; and (4) the ANC will not object to the Applicant applying for an one-day substantial change, in accordance District law, so that it may offer entertainment until 3:00 a.m. on January 1 of each year.

4. 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 its doors and windows closed when Entertainment is being provided at the Establishment; but Applicant may open its window panels and garage door seasonably, provided that the Entertainment is not audible in any neighboring residential building at any time.
- 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. 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.
- e. 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, surrounding neighborhood associations, and nearby residential buildings shall be given this number to distribute to the neighboring residents.
- f. Applicant shall receive deliveries only between 7:00 a.m. and 7:00 p.m., Monday through Saturday. No deliveries, except fresh food, shall be accepted on Sunday.

5. Trash and Odors.

- a. Applicant shall take reasonable measures to ensure that the areas immediately adjacent, including tree boxes, to the Establishment are kept in a clean and litter-free condition.
- b. All trash, recyclable materials, and grease stored outdoors at the Establishment shall be in closed containers that are resistant to vermin, leaks, and odors.
- c. 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 overfill the dumpsters and prevent the dumpster covers from being fully closed.
- d. Upon discovery of any damaged or leaking container(s), Applicant shall make efforts to have it 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.
- e. 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.
- f. Applicant shall arrange for trash and recycling collection a minimum of 3 times per week.

- g. Applicant shall not allow trash or recyclable disposal or collection between the hours of 10:00 p.m. and 7:00 a.m. Applicant's employees shall not dispose of bottles or glass into trash containers or dumpsters outside of the establishment in a manner which creates noise audible to residential neighbors after 9:00 p.m.
- h. Applicant shall keep the exterior (including immediately adjacent portions of the alley way) of the Establishment free of litter, bottles, chewing gum, trash, and other debris.
- i. Applicant shall pressure wash the alleyway sidewalks that are directly in front and nearby of the establishment at least 1 time a week.
- j. 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.
- k. 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.

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 inspect the Establishment a minimum of once per quarter and shall maintain recommended pest control measures.

6. Parking.

- a. Applicant shall discourage its employees from parking their vehicles illegally, on streets and public alleys signed with parking restrictions, including time-limited parking and resident-only parking.
- b. Applicant shall encourage vendors and contractors to park legally, and, as reasonably necessary, is encouraged to 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.

7. 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.

8. 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.
9. 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.
10. 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:  
District Alley Group, LLC t/a District Alley  
1351 U St, NW  
Washington, DC 20009  
Attn: [Insert Name]  
[Insert Email]

- 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 Restaurant 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, Commissioner, ANC 1B12

Date Signed: \_\_\_\_\_ 11/14/2021 \_\_\_\_\_



\_\_\_\_\_  
James Turner, Chair, ANC 1B

Date Signed: \_\_\_\_\_ 11/14/2021 \_\_\_\_\_

**APPLICANT:**

District Alley Group, LLC t/a District Alley

By: \_\_\_\_\_ *Nathaniel Long* \_\_\_\_\_

Nathaniel Long, Owner

Date Signed: \_\_\_\_\_ 11/3/2021 \_\_\_\_\_