

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

**In the Matter of:**

BHG Café, LLC  
t/a Easy Company

Applicant for a New  
Retailer's Class CT License

at premises  
98 Blair Alley, SW, Unit #113  
Washington, D.C. 20024

Case No.: 22-PRO-00027  
License No.: ABRA-120622  
Order No.: 2022-446

BHG Café, LLC, t/a Easy Company, Applicant

Edward Daniels, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 6D,  
Protestant

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

**ORDER ON COOPERATIVE AGREEMENT AND  
WITHDRAWAL OF ANC 6D'S PROTEST**

The Application filed by BHG Café, LLC, t/a Easy Company (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 May 9, 2022, and a Protest Stats Hearing on June 29, 2022, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 6D have entered into a Cooperative Agreement (Agreement), dated July 13, 2022, 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 Edward Daniels, on behalf of ANC 6D, are signatories to the Agreement.

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

Accordingly, it is this 20th day of July 2022, **ORDERED** that:

1. The Application filed by BHG Café, LLC, t/a Easy Company, for a new Retailer's Class CT License, located at 98 Blair Alley, SW, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 6D in this matter is hereby **WITHDRAWN**;
3. The above-referenced Cooperative 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 6D.

District of Columbia  
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com  
*Donovan Anderson*  
Key: ac43c1698b9e3899e4b70003d88acc8

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com  
*James Short*  
Key: 547ce372b2b6e4ac61a332d6745c

James Short, Member

Bobby Cato, Member

eSigned via SeamlessDocs.com  
*Rafi Aliya Crockett, Member*  
Key: 2575a61f45a1f5a4010152a6c12f81cc

Rafi Crockett, Member

eSigned via SeamlessDocs.com  
*Jeni Hansen, Member*  
Key: 82c72691c559447437c5508c1a419f9

Jeni Hansen, Member

eSigned via SeamlessDocs.com  
*Edward Grandis, Member*  
Key: 5027bda7f1f8f0c40ec14adeb52541ce5

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).

ANC6D Cooperative Agreement  
BHG Cafe, LLC, ABRA-LICENSE #120622, 98 Blair Alley, SW, #113  
July 13th, 2022

★ ★ ★ Advisory Neighborhood  
Commission 6D

1101 4<sup>th</sup> Street S.W., Suite W-130,  
Washington, DC 20024  
ANC Office: (202) 554-1795  
6D@anc.dc.gov

**COOPERATIVE AGREEMENT**

THIS COOPERATIVE AGREEMENT ("Agreement") is made on this 13<sup>th</sup> day of July, 2022, by and between BHG Cafe, LLC t/a Easy Company ("Applicant"), 98 Blair Alley, SW, #113, ABRA-License #120622 and Advisory Neighborhood Commission 6D ("ANC"), collectively, the "Parties".

**PREAMBLE**

Through this agreement, both parties aim to create an environment in which the Applicant may operate as a viable contributing establishment in the ANC6D community.

**WITNESSETH**

WHEREAS, Applicant has applied for a new Retailer's Class C Tavern license for a business establishment ("Establishment") with indoor space and one summer garden located at 98 Blair Alley, SW, #113 ("Premises"). The application includes a request for an Alcoholic Beverage Carry-Out & Delivery Endorsement, entertainment endorsement and cover charges.

WHEREAS, the Applicant is encouraged to work regularly with ANC6D and its representatives, other neighborhood organizations, and residents to ensure that the business operations facilitate the enjoyment of the surrounding neighborhood; and

WHEREAS, in lieu of the ANC filing a protest against Applicant's pending ABC License application, the Parties are desirous of entering into a Settlement Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize, within ANC, (1) the effect of the establishment on peace, order, and quiet, including the noise and litter provisions set forth in §§ 25-725 and 25-726; and (2) the effect of the establishment upon residential parking needs and vehicular and pedestrian safety, and to eliminate the need for a Protest Hearing regarding the license application; and

WHEREAS, all parties believe that the statements and provisions contained in this agreement are reasonable and shall become wholly integrated into the day-to-day operation of the Establishment. Any change from this model may be of concern to the residents and may be

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considered within the direction of the Alcoholic Beverage Control Board ("ABC Board") to be a substantial change requiring the ABC Board's approval and with proper notice given to the ANC.

WHEREAS, the Parties have agreed to enter into this Agreement and request that the ABC Board approve the Applicant's license application conditioned upon the Applicant's compliance with the terms of this written Agreement; and

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the Parties agree as follows:

1. ***Recitals Incorporated.*** The recitals set forth above are incorporated herein by reference.
2. ***Hours of Operation and Sales.*** The Applicant's hours of operation, sales, service, consumption, and live entertainment inside the premises shall not exceed:

Sunday through Thursday: 8:00 a.m. – 2:00 a.m.  
Friday and Saturday: 8:00 a.m. – 3:00 a.m.

The Applicant's hours of operation, sales, service and consumption for the outdoor Summer Garden shall not exceed:

Sunday through Thursday: 8:00 a.m. – 12:00 a.m.  
Friday and Saturday: 8:00 a.m. – 1:00 a.m.

The Applicant's hours of entertainment for the summer garden shall not exceed:

Sunday through Saturday: 8:00 a.m. – 10:00 p.m.

Provided that: (a) on days designated by the ABC Board as "Holiday Extension of Hours," Applicant may avail itself of, and the ANC will not object to Applicant's applying for, the extended hours so provided; (b) in the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours (such as for Inauguration), Applicant may avail itself of such extended hours; (c) on January 1 of each year Applicant may operate until 4:00 a.m.

Nothing in this section shall prohibit the Applicant from applying for additional hours so long as the ANC is given notice and placards are issued pursuant to the D.C. Code and Regulations.

3. **Cover Charges:** The Applicant intends to only have cover charges occasionally and agrees to only have cover charges no more than twelve (12) times per year.

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4. **Floors Utilized and Occupancy.** The Applicant will operate its establishment on the 1<sup>st</sup> floor of the building. Establishment will have no more than 60 seats inside. The summer garden will not exceed a seating of 90. The maximum occupancy of the establishment shall not exceed 310 patrons.
5. **Noise and Privacy.** Applicant will strictly comply with D.C. Official Code § 25-725 and, to that end, shall use various means, and take reasonable actions to ensure that music, noise, and vibration from the Establishment are not audible within the adjacent residential premises. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment by keeping the entry or exit doors closed, except for ingress and egress. Applicant shall inform its patrons by signage or other means that residences are in proximity to the Establishment and urge quiet and decorum by patrons upon exiting the Establishment.
6. **Signage.** No sign shall be erected in such a manner as to create a traffic hazard such as when its location interferes with traffic sight distances, traffic flow, or the visual access to the name or address of a nearby business or residence or a street or traffic sign; its color, configuration, text or location are such that they could be mistaken for or otherwise imitate a traffic sign or signal; or it is located in the public right-of-way and impeding pedestrians. No exterior signage shall have flashing lights or motion.
7. **Prohibited Practices.** Applicant shall not knowingly allow the use of its Premises as part of an organized pub crawl or as an organized event intended to promote the organized, commercial travel of large groups of individuals between licensed premises for the primary purpose of consuming alcoholic beverages at more than one premise. There shall be no sports gaming .
8. **Parking/Public Transportation Arrangements.** It is a concern of the ANC that the Applicant's operation of the Establishment does not create or exacerbate parking problems within the ANC boundaries. Applicant shall notify its patrons (through a website or other means) that there is limited parking in the vicinity and shall provide information about public transportation options. Applicant shall take reasonable measures to encourage vendors to park legally.
9. **Public Space and Trash.** The Applicant shall, to the best of their ability, keep the area around the Premises clean and free of litter and shall police these areas sufficiently to assure that refuse and other materials are promptly removed. The Applicant shall either participate in the building's trash removal program or maintain a dumpster in the area adjacent to the dumpster in accordance with the remainder of this paragraph. The dumpster shall be enclosed with the lids tightly closed and incapable of being entered by rodents, in order to limit odors and help control pest and rodent population. The area around the dumpster shall always be kept clean and the dumpster shall be placed such that it does not encroach on abutting property and so that no garbage is placed on abutting

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property. Proper (recyclable) removal of grease and oils shall be used and grease and oils shall not be deposited for removal in dumpsters or trash cans. Regular rodent and pest (insect) abatement services shall be utilized. The area around the dumpsters shall be properly cleaned at the end of each night.

**10. *Security Cooperation in Stemming Illegal Drugs and Public Drinking.***

Applicant agrees that it shall take reasonable, necessary steps to minimize such problems, including, at all times, having a trained employee on site; without limitation, designating a sufficient number of employees to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; and, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur. Applicant shall not serve alcoholic beverages to underage patrons. Applicant's staff and security shall monitor underage patrons and take reasonable measures to ensure that underage patrons are not consuming alcoholic beverages.

Applicant shall have security cameras in several locations on the interior and in the summer garden which record and store information for at least 30 days, which recordings shall be made available to representatives of ABRA or MPD upon request. ANC acknowledges that Applicant's landlord has sole responsibility for security cameras on the exterior premises.

11. ***License Ownership and Compliance with ABRA Regulations.*** Applicant shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees, and agrees that ANC may file a complaint with the ABC Board to enforce any violations of the agreement. Any reference made to specific laws and regulations in this Agreement is meant for informational purposes only. ANC does not intend for a violation of a DC law or regulation to also be considered a violation of this Settlement Agreement.
12. ***Participation in the Community.*** Applicant is encouraged to maintain open communication with ANC, and the community for which ANC acts.
13. ***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 a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall permit a cure within 30 days of the date of such notice. If Applicant or the licensee fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30-days to cure, fails to commence cure of such breach or diligently pursue such a cure), failure shall constitute a cause for filing a complaint with the ABC Board pursuant to D.C. Official Code § 25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand delivered, to the other

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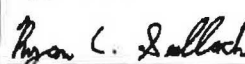
parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt:

If to Applicant: BHG Cafe, LLC  
t/a Easy Company  
98 Blair Alley, SW, #113  
Washington, DC 20024  
Attn: Sidon Yohannes  
Phone: (202) 686-7600  
e-mail: syohannes@theveritaslawfirm.com

If to ANC: Advisory Neighborhood Commission 6D  
P.O. Box 71156  
Washington, DC 20024-9998  
Attn: Chair, ANC  
(202) 554-1795  
e-mail: 6D@anc.dc.gov

Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

14. **No Protest.** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, and in reliance thereupon, the ANC shall refrain from filing a protest of the Applicant's pending ABC license application.

ANC6D  Commissioner Edward Daniels Chair, ANC6D	<b>Applicant:</b>  Ryan C. Seelbach Managing Member
7/13/22 Date	7/13/22 Date