

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

In the Matter of:

Maxwell Pop, LLC
t/a Pop

Holder of a
Retailer's Class CT License

at premises
2106-2108 Vermont Avenue, NW, Unit 1
Washington, D.C. 20001

License No.: ABRA-121298

Order No.: 2023-074

Maxwell Pop, LLC, t/a Pop, Applicant

Santiago Lakatos and Sabel Harris, Commissioners, on behalf of Advisory Neighborhood
Commission (ANC) 1B

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Bobby Cato, 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 Maxwell Pop, LLC, t/a Pop (Licensee), and ANC 1B have entered into a Settlement Agreement (Agreement), dated January 31, 2023, that governs the operations of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Commissioners Santiago Lakatos and Sabel Harris, on behalf of ANC 1B, are signatories to the Agreement.

Accordingly, it is this 15th day of February 2023, **ORDERED** that:

1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
2. Copies of this Order shall be sent to the Licensee and ANC 1B.

District of Columbia
Alcoholic Beverage Control Board

Donovan Anderson
Key: a42b7b0b0d8f0e6d7d00000000000000

Donovan Anderson, Chairperson

James Short
Key: 5476e073b270e6d6e811932082040e7

James Short, Member

Bobby Cato
Key: 205d76ad79e1d91714750e7f17627d

Bobby Cato, Member

Rafi Crockett, Member

Jeni Hansen, Member
Key: 82720017c5044743b250bc3447800

Jeni Hansen, Member

Edward S. Grandis, Member
Key: 5027b5a7789f0740e143d0b525410e5

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
Maxwell Pop LLC**

THIS AGREEMENT, made and entered into this 31st day of January, 2023, by and between MAXWELL POP LLC d.b.a Pop ("Applicant") and ANC 1B ("ANC").

RECITALS

WHEREAS, Applicant has filed an application for a renewal of a Retailer's Class C Tavern ABC License (ABRA-121298) ("License") for a business Establishment located at 2106-2108 Vermont Avenue, N.W., Unit 1 ("Establishment") with Summer Garden Endorsement and 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'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 Class C Tavern Establishment, as defined by the Board. Applicant shall comply with all conditions applicable to this license class with Summer Garden Endorsement and Entertainment Endorsement for the indoor premises only.

2. Hours. Establishment's permitted hours of operation, and selling, serving, and consuming alcohol shall be as follows:

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

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

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

Day		
Sunday	12:00 p.m.	12:00 am
Monday	12:00 p.m.	12:00 am
Tuesday	12:00 p.m.	12:00 am
Wednesday	12:00 p.m.	12:00 am
Thursday	12:00 p.m.	12:00 am
Friday	12:00 p.m.	12:00 am
Saturday	12:00 p.m.	12:00 am

- 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; 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 shall take reasonable, necessary actions to ensure that music, noise, and vibration from the Establishment are not audible in any residential premises according to ABRA DC official Code Section 25-725
- c. Entertainment Endorsement shall not apply the Summer Garden
- d. Applicant’s front door shall remain closed (not propped open), other than for routine ingress and egress, after 7:00 p.m. daily.
- e. 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.
- f. Applicant shall receive deliveries only between 7:00 a.m. and 7:00 p.m.
- g. Applicant’s 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 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 shall take reasonable measures to work with landlord to ensure 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 ensure that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed.
- d. Applicant shall take reasonable efforts to ensure 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.
- e. If Applicant manages its own trash schedule, it shall arrange for trash and recycling collection a minimum of 2 times per week. If the Applicant's landlord manages trash schedule, Applicant shall encourage landlord to adhere to 2 times per week schedule.
- f. If Applicant manages its own trash schedule, it shall not allow trash or recyclable disposal or collection between the hours of 10:00 p.m. and 7:00 a.m. If the Applicant's landlord manages trash schedule, Applicant shall encourage landlord to adhere to these hours.
- g. 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.
- h. Applicant shall take reasonable, necessary actions to mitigate odors emanating from the Establishment.

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. Security & Queuing.

- a. 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 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.

- b. Applicant shall maintain ownership and control of the Premises, including patrons' ingress and egress, staff of the establishment, including any bar and security staff. 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.

7. Parking.

- a. Applicant shall discourage its employees from parking their vehicles illegally, on streets 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, 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
 PO Box 26100
 Washington, DC 20001
 1b@anc.dc.gov

If to Applicant:
 Pop
 2106-2108 Vermont Avenue, N.W., Unit 1
 Washington, DC 20001
 Attn: Brent Kroll

- 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



Commissioner Santiago Lakatos, ANC **1B04**

Date Signed: **2/13/2023**



Sabel Harris, Chair, ANC 1B

Date Signed: **2/13/2023**

APPLICANT:

Maxwell Pop LLC

Brent Kroll

By: _____

Brent Kroll

2/10/2023

Date Signed: _____