

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

**In the Matter of:** )  
 )  
Albi DC LLC/Maxwell Yards, LLC )  
t/a Albi/Maxwell )  
 )  
Applicant for a New )  
Retailer's Class CT License )  
 )  
at premises )  
1346 4th Street, SE )  
Washington, D.C. 20003 )  
 )

License No.: ABRA-115589  
Order No.: 2020-076

Albi DC LLC/Maxwell Yards, LLC, t/a Albi/Maxwell, Applicant

Gail Fast, Commissioner, on behalf of Advisory Neighborhood Commission (ANC) 6D

**BEFORE:** Donovan Anderson, Chairperson  
James Short, Member  
Bobby Cato, Member  
Rema Wahabzadah, Member  
Rafi Crockett, Member

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**ORDER ON COOPERATIVE AGREEMENT**

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The official records of the Alcoholic Beverage Control Board (Board) reflect that Albi DC LLC/Maxwell Yards, LLC, t/a Albi/Maxwell, Applicant for a new Retailer's Class CT License and ANC 6D have entered into a Cooperative Agreement (Agreement), dated December 9, 2019, 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 Commissioner Gail Fast, on behalf of ANC 6D, are signatories to the Agreement.

Accordingly, it is this 29th day of January, 2020, **ORDERED** that:

1. 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, except for the following modification:

Section 3 (Hours of Operation and Sales) – The following language shall be removed: “ and (d) on “Daylight Saving Time Extension of Hours” as designated by the ABC Board, Applicant may sale, serve, and permit the consumption of alcoholic beverages for one additional hour later.”

The parties have agreed to this modification.

2. Copies of this Order shall be sent to the Applicant and ANC 6D.

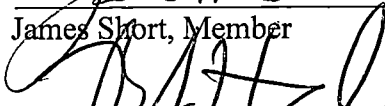
District of Columbia  
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson



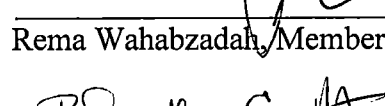
James Short, Member



Bobby Catø, Member



Rema Wahabzadah, Member



Rafi Crockett, 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 11 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).

★ ★ ★ Advisory Neighborhood Commission 6D  
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██████████

1101 4<sup>th</sup> Street S.W., Suite W130, Washington, DC  
20024

ANC Office: 202.554-1795 [office@anc6d.org](mailto:office@anc6d.org)

### COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement") is made on this 9th day of December 2019 by and between joint ABC license applicants, Albi DC L.L.C. and Maxwell Yards LLC, t/a Albi/Maxwell (together, "Applicant"), 1346 4<sup>th</sup> Street, SE, Washington, DC 20003, License # 115589 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.

### WITNESETH

WHEREAS, Applicant has applied for a License Class CT for a business establishment ("Establishment") with indoor space on the ground floor, with indoor and outside entertainment endorsement, with one summer garden but no sidewalk café, and no dancing, cover charge, or sports gaming license endorsement located at 1346 4<sup>th</sup> Street, SE, Washington, D.C. 20003 ("Premises"); and

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 the effect, within the ANC, on (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 considered within the Board's direction to be a substantial change requiring the Board's approval.

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board ("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. **Nature of the Business.** The Applicant will manage and operate an Establishment with total occupancy of 299, including 160 seats inside and 80 patron capacity in the summer garden.
3. **Hours of Operation and Sales.** The Applicant's interior hours of Operation and Entertainment shall not exceed:  
Sunday through Thursday: 7:00 a.m. – 2:00 a.m.; and  
Friday and Saturday: 7:00 a.m. – 3:00 a.m.

The Applicant's hours for Sales, Service, and Consumption of Alcoholic Beverages in the interior space shall not exceed:

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

Provided that: (a) on days designated by the DC ABC Board as "Holiday Extension of Hours," Applicant may avail itself of and the ANC will not object to Applicant 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.; and (d) on "Daylight Saving Time Extension of Hours" as designated by the ABC Board, Applicant may sell, serve, and permit the consumption of alcoholic beverages for one additional hour later. The ANC will not object to the Applicant applying for a One Day Substantial Change, in accordance District law, so that it may offer entertainment until 4:00 a.m. on January 1 of each year.

The Applicant's Summer Garden Hours of Operations and Hours of Sales, Service, and Consumption of Alcoholic Beverages shall not exceed:

Saturday and Sunday: 9:00am – 12:00am; and  
Monday through Friday: 8:00am – 12:00am.

The Applicant's Summer Garden Entertainment Endorsement Hours shall not exceed:

Sunday through Thursday: 10:00am – 11:00pm; and  
Friday & Saturday: 10:00am – 12:00am.

4. **Floors Utilized and Occupancy.** The Applicant will operate its establishment on the ground floor(s) of the building. The Establishment will have no more than 160 seats inside and 80 seats on the Summer Garden and the maximum occupancy of the Establishment shall not exceed 299 patrons.

5. **Summer Garden.** Applicant shall have a Summer Garden with an occupancy load of 80. The Summer Garden's hours are as described in Item 3, above. Prerecorded music may be played in the Summer Garden. No containers, cups, bottles/cans, etc. shall be permitted outside of or to leave the area regardless of content, excepting food and beverages packaged "to go."

This provision does not pertain to food or non-alcoholic beverages purchased on the interior to be consumed off-premises. The Summer Garden shall be bordered with appropriate barriers to delineate it from the surrounding adjacent areas. Options for such borders may include planters, fencing, shrubbery, or similar techniques.

6. **Noise and Privacy.** Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall use various means including architectural improvements to the property and take reasonable actions to ensure that music, noise and vibration from the Establishment are not audible within the adjacent residential premises. Applicant agrees to keep its doors and windows closed when live music is being played at the establishment. 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.

7. **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.

8. **Public Space and Trash.** The Applicant shall participate in the building's trash removal and storage program. Trash and dumpster areas maintained by the Applicant shall be kept clean. The Applicant shall enclose its dumpsters and keep dumpster lids tightly closed and incapable of being entered by rodents, in order to limit odors and help control pest and rodent population. Applicant shall ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and so that no garbage is placed on the abutting property. Applicant will provide for the proper (recyclable) removal of grease and oils and will not deposit these substances for removal in dumpsters or trash cans. Applicant will contract for regular rodent and pest (insect) abatement. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there are not garbage and odors present the following morning.

Applicant shall keep the sidewalk (up to and including the curb), tree box(es), curb, and alley clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed. The Applicant agrees to obtain a dumpster to be placed in the rear of the building/area. Applicant shall ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and so that no garbage is placed on the abutting property.

9. **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 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; monitoring for and prohibiting sales or use of illegal drugs within or about the Premises, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur. Applicant shall take reasonable steps to discourage loitering in the vicinity of the Premises.

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

**10. 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 shall have standing to ask 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.

**11. Participation in the Community.** Applicant is encouraged to maintain open communication with the ANC, and the community for which the ANC acts.

**12. 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 provide for 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 and diligently pursues such 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 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: Albi DC L.L.C. / Maxwell Yards LLC  
1331 4<sup>th</sup> Street, SE, Apt. 224  
Washington, DC 20003  
Attn: Michael Rafidi, Managing Member  
Phone: 330.233.2516  
e-mail: [Michael@albidc.com](mailto:Michael@albidc.com)

If to ANC: Advisory Neighborhood Commission 6D  
P. O. Box 71156  
Washington, DC 20024-9998  
Attn: Chair, ANC  
(202) 202 554-1795  
e-mail: [office@anc6D.org](mailto:office@anc6D.org)

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.

13. *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:	APPLICANT:
<p>ANC6D01</p> <p><u>Gale Fast</u> 12/9/19                      By: Commissioner Gale Fast Date                      Chair, ANC6D</p> <p><u>Coralie Farlee</u> 12/9/19                      By: Coralie Farlee Date                      Chair, ABC Committee, ANC6D</p>	<p>Albi DC L.L.C.</p> <p><u>Michael L. Rafidi</u> 12/11/2019                      By: Michael L. Rafidi, Managing Member Date</p> <p>and</p> <p>Maxwell Yards LLC</p> <p><u>Brent T. Kroll</u> 12/9/2019                      By: Brent T. Kroll, Managing Member Date</p>