

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

In the Matter of:)	
)	
Square 656 Owner, LLC)	
t/a Cambria Hotel/Capitol Riverfront)	
)	
Applicant for a New)	License No.: ABRA-116860
Retailer's Class CH License)	Order No.: 2020-341
)	
at premises)	
69 Q Street, SW)	
Washington, D.C. 20024)	

Square 656 Owner, LLC, t/a Cambria Hotel/Capitol Riverfront, Applicant

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

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

ORDER ON COOPERATIVE AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Square 656 Owner, LLC, t/a Cambria Hotel/Capitol Riverfront (Applicant), Applicant for a new Retailer's Class CH License, and ANC 6D have entered into a Cooperative Agreement (Agreement), dated October 13, 2020, 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 Gail Fast, on behalf of ANC 6D, are signatories to the Agreement.

Accordingly, it is this 28th day of October, 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; and
2. 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: ac43629d559d5409a4b730053d1d208

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short

Key: 547aa37382966a3c8d1b22332248bc

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato

Key: 256d3fca9fb6146d7f4b75b791792bd

Bobby Cato, Member

eSigned via SeamlessDocs.com
Rema Wahabzadah, Member

Key: b72ca4db599b74099b19b35b73818cf

Rema Wahabzadah, Member

eSigned via SeamlessDocs.com
Rafi Aliya Crockett, Member

Key: b560691845a1f6e601d155a5c1281cc

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member

Key: 82172531f6509447491b56f02a41e99

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member

Key: 5027bda789f0040ac14arab52541ce5

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 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 St NW, 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).



1101 4th Street S.W., Suite W130,
Washington, DC 20024
ANC Office: 202 554-1795 6D@anc.dc.gov

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement") is made on this 13th day of October 2020, by and between Square 656 Owner, LLC t/a Cambria Hotel DC Capitol Riverfront ("Applicant"), at 69 Q Street, SW, Washington, DC 20024, ABRA License # 116860 and Advisory Neighborhood Commission 6D ("the 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 ANC community.

WITNESSETH

WHEREAS, Applicant has applied for a License Class CH for a hotel business establishment ("Establishment") and its accessory uses serving spirits, wine, and beer, including indoor space, Sidewalk Cafe, Summer Garden, and Entertainment and Dancing Endorsements for the interior premises only located at 69 Q Street, SW 20024 ("Premises"); and

WHEREAS, the Applicant is encouraged to work regularly with the ANC 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 a protest filing by the ANC, the Parties are desirous of entering into a Cooperative 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 of the establishment within the ANC on (1) peace, order, and quiet, including the noise and litter provisions set forth in §§ 25-725 and 25-726; and (2) 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. The Parties agree that any substantial change in operations is considered of great concern to the community which they may bring to the attention of the ABC Board; and

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 a hotel serving spirits, wine, and beer. There are a restaurant, meeting rooms, and a Sidewalk Cafe on the ground floor. The 9th floor of the hotel will include hotel amenity space, function space, and a Summer Garden. There may be prerecorded music, dancing, and Entertainment in the interior premises. Prerecorded music may be played in the Summer Garden. There may be an Entertainment endorsement with location and hours specified in section 4 below. Music or Entertainment shall meet noise and privacy requirements in section 6 below. Establishment shall not participate in pub crawls. There shall be no flashing or billboard-type lights.
3. **Floors Utilized and Occupancy.** The Applicant will operate its Hotel Establishment on nine floors with a ground floor Sidewalk Cafe and a 9th floor Summer Garden. The Certificate of Occupancy will state the maximum room count and summer garden seating capacities; however, the Establishment shall not exceed 250 occupants in the Summer Garden.
4. **Hours of Operation and Sales.**
 - A. **Interior.** The Hours of Operation of the hotel shall be:
 - Sunday to Saturday: 24 hours, 7 days a week.

The hours of Sales/Service/Consumption of Alcoholic Beverages, Entertainment, and Dancing in the indoor premises shall be:

- 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 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; and (c) on January 1 of each year Applicant may operate and sell, serve, and permit the consumption of alcoholic beverages until 4:00a.m. Applicant may apply for a One Day Substantial Change Permit with the ABC Board to offer Entertainment and Dancing in the interior premises until 3:00am on January 1 of each year.

B. Sidewalk Cafe and Summer Garden. The Hours for Operation and Hours of Sales/Service/Consumption of Alcoholic Beverages of the Summer Garden and ground level Sidewalk Cafe shall be:

- Sunday through Thursday; 8:00am - 1:00am; and
- Friday and Saturday: 8:00am - 2:00am.

No containers, cups, bottles/cans, etc. shall be permitted outside of or to leave the Sidewalk Cafe area regardless of content, excepting food and beverages packaged "to go." Consistent with Alcoholic Beverage Control Board interpretations, "closing hours" shall be construed as the hours at which no patrons shall remain on the premises.

5. **Parking.** Because there is limited parking in the vicinity, 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. Applicant shall make reasonable efforts to inform patrons of transportation options other than automobiles and, if it is within the Applicant's control, provide adequate bike parking.
6. **Noise and Privacy.** Applicant shall comply with D.C. Official Code § 25-725 and shall take reasonable and necessary steps to mitigate any noise or vibrations that may be disruptive to nearby residents and to ensure that music, noise, and vibration from the Establishment are not audible in any premises other than the licensed establishment. Options for noise mitigation may include: shrubbery, cinderblock or wooden walls (perhaps with vines), trees in planters, fountains with running water, or other muting or muffling objects.

There shall be no prerecorded music in the Sidewalk Cafe. Prerecorded music in the Summer Garden shall end no later than 10:00pm Sunday through Thursday and 12:00am Friday and Saturday.

Applicant shall receive all deliveries of food, beverages, and restaurant supplies during hours between 7:00 a.m. and 7:00 p.m. Other than in cases where the usual delivery schedule was interrupted due to inclement weather or a public health emergency, no deliveries excepting fresh bread, produce, meats, fish products and laundry, shall be accepted on Sundays.

7. **Public Space and Trash.** Applicant will keep the Premises, trash collection area, loading dock, hallways, passageways, tree boxes, sidewalks and common areas providing access to and adjoining the Premises free of insects, rodents, vermin, other pests, trash, and dirt accumulations generated by the operations in the Premises. Applicant shall not store trash or refuse in, or permit trash, rubbish, cartons, merchandise or other goods intended for use in the Premises to accumulate, in areas outside of the Premises other than in the designated loading dock. All recycling shall be placed in the designated areas.

Applicant shall ensure that the areas adjoining or providing access to the Premises are kept clean of wrappers, garbage, trash and similar debris. Applicant shall arrange for regular, prompt, and reliable trash and recycling removal of all trash and recycling generated at or associated with the Premises from the Premises. Applicant shall store all trash, grease, and other waste in odor and vermin proof containers in its loading dock.

Applicant shall maintain the Premises, including sidewalks, free of litter, refuse and debris. The sidewalks and entranceways shall be cleaned prior to 9:00am each day and shall be kept free of litter, gum, trash, cigarette and cigar butts and other debris and all exterior surfaces and both sides of all glass shall be kept clean, orderly and sanitary.

Extermination. Applicant shall cause extermination services, including treatment for insects, spiders, rates, mice, moles and other rodents, to be provided to the Premises

by a reputable exterminator on at least a monthly basis. Applicant agrees to remove trash, recyclables, grease, and other refuse from the Premises as frequently as is necessary in order to prevent pests from entering the Premises.

8. **Security Cooperation in Stemming Illegal Drugs and Public Drinking.** Applicant shall take reasonable steps to minimize problems of illegal drugs and public drinking, including, at all times, 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. Applicant shall take reasonable steps to discourage loitering in the vicinity of the Premises.

Applicant shall ensure that video surveillance covers public areas where alcoholic beverages are served and/or consumed. If responsible for the video surveillance equipment, the Establishment shall maintain security cameras and: (a) ensure the cameras are operational; (b) maintain footage of a crime of violence or a crime involving a gun for a minimum of 30 days; and (c) make the security footage available within 48 hours upon the request of ABRA or the Metropolitan Police Department.

9. **License Ownership and Compliance with ABRA Regulations.** Applicant promises to the ANC that it 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 the ANC shall have standing to ask the ABC Board to enforce any violations of the agreement.
10. **Participation in the Community.** Applicant is encouraged to maintain open communication with the ANC and the community for which the ANC acts.
11. **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.

If to Applicant: Square 656 Owner, LLC t/a
Cambria Hotel Washington DC Capitol Riverfront
c/o Donohoe Hospitality Services
7101 Wisconsin Avenue, NW, Suite 700
Bethesda, MD 20814
Attn: Laurie Ballenger, General Counsel
Phone: (202) 625-8404
e-mail: laurieb@donohoe.com

If to the ANC: Advisory Neighborhood Commission 6D
 1101 4th Street, SW, Suite W130
 Washington, DC 20024
 Attn: Chair, ANC
 Phone: (202) 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.

12. **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 license application.

[signatures on the following page]

The ANC:



Gail Fast, ANC 6D01, ANC 6D Chairperson

October 14, 2020
Date



Mike Repass, ANC 6D ABC Committee Member

October 14, 2020
Date

APPLICANT:

Square 656 Owner, LLC t/a Cambria Hotel Washington DC Capitol Riverfront

By: Square 656 Investors, LLC, Managing Member

By: TDC Square 656 Investors, LLC, Manager

By: TDC Real Estate Corp., Manager

By: Chris Bruch

Christopher A. Bruch, President

10/16/2020
_____, 2020
Date



Southwest / Navy Yard / Buzzard Point
Advisory Neighborhood Commission 6D

1101 Fourth Street, SW
Suite W 130
Washington, DC 20024
202.554.1795
Email: 6d@anc.dc.gov
Website: www.anc6d.org

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Gail Fast

Vice Chairperson
Andy Litsky

Secretary
Edward Daniels

Treasurer
Ron Collins

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SMD 2 *Anna Forgie*
SMD 3 *Ronald Collins*
SMD 4 *Andy Litsky*
SMD 5 *Fredrica Kramer*
SMD 6 *Rhonda Hamilton*
SMD 7 *Edward Daniels*

October 16, 2020

Donovan Anderson, Chair
c/o Martha Jenkins, General Counsel
Alcohol Beverage Control Board
2000 14th Street, NW Suite 400 South
Washington, DC 20009

RE: Cambria Hotel DC Capitol Riverfront, ABRA # 116860

Dear Mr. Anderson,

At a regularly scheduled and properly noticed public meeting on October 13, 2020 with a quorum present, a quorum being four Commissioners, Advisory Neighborhood Commission (ANC) 6D voted 7-0-0 to support the applicant's request for a License Class CH and that the ABC Board accept the attached Cooperative Agreement for Cambria Hotel DC Capitol Riverfront.

Should you have any questions, please contact me at 6D01@anc.dc.gov or 202-554-1795.

Sincerely,

Chair, ANC 6D

Southwest, Navy Yard, & Buzzard Point