

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

In the Matter of:

Washington Capitol Hill Operations, LLC
t/a citizenM

Holder of a
Retailer's Class CH License

at premises
550 School Street, SW
Washington, D.C. 20024

License No.: ABRA-116126
Order No.: 2021-527

Washington Capitol Hill Operations, LLC, t/a citizenM, Licensee

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

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Bobby Cato, 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 Washington Capitol Hill Operations, LLC, t/a citizenM (Licensee), and ANC 6D entered into a Cooperative Agreement (Agreement), dated September 13, 2021, in accordance with D.C. Official Code § 25-446 (2001).

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Edward Daniels, on behalf of ANC 6D, are signatories to the Agreement.

Accordingly, it is this 22nd day of September 2021, **ORDERED** that:

1. The above-referenced Cooperative 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 6D.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: 2476e6725220e1e112025224207

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 2476e6725220e1e112025224207

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 2476e6725220e1e112025224207

Bobby Cato, Member

eSigned via SeamlessDocs.com
Rafi Aliya Crockett, Member
Key: 25725a1e45e1e1e401d155e112761e1

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 821720817505447471250803441817

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5527baa71f9f0d46ed14a3ee525418e1

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).

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement") is made on this 13th day of September 2021, by and between Washington Capitol Hill Operations LLC t/a citizenM ("Applicant"), at 550 School Street, SW, Washington, DC 20024, ABRA License # 118762, 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 Retailer's Class 25%B ABC License for a business establishment selling beer and wine in the market in the hotel premises located at 550 School Street, SW, Washington, DC 20004 ("Premises");

WHEREAS, Applicant already holds a License Class CH, ABRA-116126, for a hotel business establishment ("Establishment") with two Summer Gardens Endorsements and Entertainment Endorsement at the Premises;

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;

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 peace, order, and quiet, including the noise and litter provisions set forth in §§ 25-725 and 25-726 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 retail hotel market



business Establishment selling beer and wine for off-premises consumption. There will be no seats in the market.

3. **Floors Utilized and Occupancy.** The Applicant will operate its Establishment on the first floor of the Premises.
4. **Hours of Operation and Sales of Alcoholic Beverages.**
The Hours of Operation of the Establishment shall be 24 hours daily.
The Hours of Alcoholic Beverage Sales shall not exceed: 6:00 a.m. - 1:00 a.m. daily.
5. **Public Space and Trash.** Trash storage areas maintained by Applicant shall be kept clean. Applicant will contract for regular rodent and pest (insect) abatement.
6. **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 sold. 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.

7. **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.
8. **Participation in the Community.** Applicant is encouraged to maintain open communication with the ANC and the community for which the ANC acts.
9. **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: Washington Capitol Hill Operations LLC t/a citizenM
550 School Street, SW
Washington, DC 20024
Attention: Henny Schaeffer, Director Hotel Operations US
phone: (646) 881-8878
e-mail: citizenhenny@citizenm.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: 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.

10. **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:



Edward Daniels, ANC 6D07, ANC 6D Chairperson

9/17, 2021
Date

APPLICANT:

Washington Capitol Hill Operations LLC t/a citizenM

By: 
Nicolaas Peter van Lookeren Campagne, Manager

15 September 2021
Date