

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

In the Matter of:)
)
ATH, LLC)
t/a Artechouse)
)
Applicant for a New)
Retailer's Class CX Multipurpose Facility License)
)
at premises)
1250 Maryland Avenue, S.W.)
Washington, D.C. 20024)
_____)

License No.: ABRA-103519
Order No.: 2016-598

ATH, LLC, t/a Artechouse (Applicant)

Andy Litsky and Dr. Coralie Farlee, Advisory Neighborhood Commission (ANC) 6D

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member
Mafara Hobson, Member
Jake Perry, Member

ORDER ON COOPERATIVE AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that ATH, LLC, t/a Artechouse, Applicant for a new Retailer's Class CX Multipurpose Facility License, located at 1250 Maryland Avenue, S.W., Washington, D.C., and ANC 6D have entered into a Cooperative Agreement (Agreement), dated October 17, 2016, that governs the operation 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 Andy Litsky and Dr. Coralie Farlee, on behalf of ANC 6D, are signatories to the Agreement.

Accordingly, it is this 26th day of October, 2016, **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 modifications:

Fourth Whereas paragraph – The language “agrees to” shall be replaced with the language “is encouraged to.”

Section 2 (Nature of the Business) – The last sentence shall be modified to read as follows: “Licensed alcohol manager or licensee will be on site.”

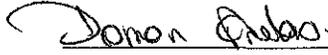
Section 5 (Parking Arrangements) – Second sentence, the language “SP Plus parking at The Portals” shall be replaced with the language “with a commercial property company.”

Section 10 (Participation in the Community) – The language “Applicant agrees to” shall be replaced with the language “Applicant is encouraged to.”

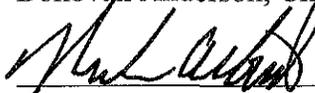
The parties have agreed to these modifications.

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

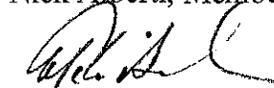
District of Columbia
Alcoholic Beverage Control Board



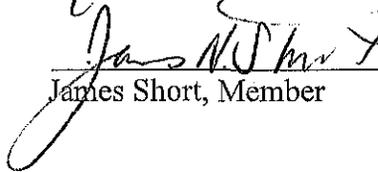
Donovan Anderson, Chairperson



Nick Alberti, Member

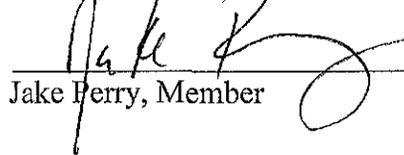


Mike Silverstein, Member



James Short, Member

Mafara Hobson, Member



Jake Perry, 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 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).

ATH, LLC t/a ARTECHOUSE, ABRA# 103519 , 1250 Maryland Avenue, SW, Washington, DC 20024 and ANC6D, October 2016

★ ★ ★ **Advisory Neighborhood Commission 6D**

ALCOHOLIC BEVERAGE REGULATION ADMIN
1101 4th Street SW, Suite W130, Washington, DC 20024
ANC Office: 202 554-1795 office@anc6d.org A 10:54
ABRA

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement") is made on this 17th day of October 2016 by and between ATH, LLC t/a ARTECHOUSE ("Applicant"), at 1250 Maryland Avenue, SW, Washington, DC 20024 ABRA License # 103519 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 ANC6D community.

WITNES ETH

WHEREAS, Applicant has applied for a License Class C/X Arena Multi-purpose facility business establishment ("Establishment") serving spirits, wine, and beer, in an indoor multi-purpose arts and cultural gallery located at 1250 Maryland Avenue, SW, Washington, D.C. 20024 ("Premises"); and

WHEREAS, the Applicant agrees 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 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 an Establishment serving spirits, wine, and beer, offering a light snacks. The Establishment will be a multi-purpose arts and cultural gallery space with multifaceted program uses, including but not limited to including theater, exhibits, live music, performances, film screenings, art installations, and public and private events, including weddings and receptions. There may be entertainment, dancing, and ticket sales/cover charge as authorized under a C/X license in Title 25-113 and -114. There shall be no summer garden or sidewalk café. The Establishment expects to have 50 seats with expected occupancy load of 375. Licensed alcohol manager will be on site.

3. ***Hours of Operation and Sales.***

The Applicant's hours of **operation and selling, serving, consuming alcohol in the main gallery space, mezzanine bar area, and waiting lounge area; and entertainment and dancing in the main gallery** shall be as follows:

Sunday through Saturday: 10:00 a.m.- 1:00 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 until 4:00a.m.

Consistent with Alcoholic Beverage Control Board interpretations, "closing hours" shall be construed as the hours at which no patrons shall remain on the premises.

4. ***Floors Utilized and Occupancy.*** The Applicant will operate its Establishment on the P1, P2 and street level floors of the building. Occupancy by patrons shall be limited to the P1 and P2 floors of the interior of the Premises. The Certificate of Occupancy will state the seating and occupant load; however, the Establishment will not exceed a total indoor occupancy of 375 patrons.
5. ***Parking 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. Applicant will work with SP Plus parking at The Portals to provide parking spaces for patrons. The Applicant shall notify patrons (through a website or other means) that there is limited parking in the vicinity and shall provide information about public

transportation.

6. **Noise and Privacy.** Applicant shall strictly comply with D.C. Official Code § 25-725 and to that end shall use various means including making architectural improvements to the property and take all necessary actions and mitigation efforts to ensure that music, noise and vibration from the Establishment are not audible in any residential premises.

Applicant shall inform its patrons by signage or other means that upon exiting the Establishment and walking through the neighborhood the provisions of the "Noise at Night" law prohibit persons "from making unreasonably loud noise between the hours of 10 pm and 7 am that are likely to annoy or disturb one or more persons in their residences."

In consideration of the fact that applicant's loading dock is private, enclosed, and there are no residents are near the loading dock, all deliveries shall be made through the interior loading dock. Because of the protections provided by the nature of the interior loading dock, there will be no restrictions on hours of delivery made to the enclosed loading dock.

7. **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. 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.
8. **Security Cooperation in Stemming Illegal Drugs and Public Drinking.** Applicant shall take all necessary steps to minimize problems of illegal drugs and public drinking, 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 to the full extent permissible by law discourage loitering in the vicinity of the Premises.

Applicant shall have recording cameras which cover the outside areas and the areas where alcoholic beverages are served. In accordance with D.C. Official Code § 25-402(d)(3)(G), the establishment shall: (a) Ensure the cameras are operational; (b) Maintain footage 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 agrees to seek 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: ATH, LLC t/a ARTECHOUSE
1250 Maryland Avenue, SW
Washington, DC 20024
Attn: Tatiana Pastukhova, Managing Director
Phone: 202-277-4358
e-mail: tati@artsoiree.com OR artechouse.usa@gmail.com

If to Protestant: 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.

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 license application.

The ANC:

APPLICANT:

<p>Chair, ANC6D</p> <p><i>Andy Litsky</i> <u>10/17/16</u> Andy Litsky, SMD04 Date</p> <p>Chair, ABC Committee, ANC6D</p> <p><i>Coralie Farlee</i> <u>17 Oct 16</u> Coralie Farlee Date cfarlee@mindspring.com</p>	<p>ATH, LLC t/a ARTECHOUSE</p> <p>By: <i>[Signature]</i> <u>10/17/16</u> Tatiana Pastukhova, Date Managing Director</p>
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Near Southeast/Southwest

Advisory Neighborhood Commission

ALCOHOLIC BEVERAGE
REGULATORY ADMIN
OCT 18 A 10:54
ABRA

October 17, 2016

1101 Fourth Street, SW
Suite W 130
Washington, DC 20024
202.554.1795
Email: office@anc6d.org
Website: www.anc6d.org

Donovan Anderson, Chair
Alcohol Beverage Control Board
2000 14th Street, NW, Suite 400S
Washington, DC 20009

OFFICERS

Chairperson
Andy Litsky
Vice Chairperson
Rachel Reilly Carroll
Secretary
Stacy Cloyd
Treasurer
Meredith Fascett

Re: ANC6D recommendation for Cooperative Agreement and new C/X Arena License for ATH LLC t/a ARTECHOUSE, ABRA #103519, at 1250 Maryland Avenue, SW

Dear Mr. Anderson:

At its regularly scheduled, properly noticed meeting on October 17, 2016, with a quorum present, the Advisory Neighborhood Commission 6D voted: 7 to 0 to 0 to recommend approval of a new C/X Arena License; 7 to 0 to 0 to recommend that the ABC Board accept the new Cooperative Agreement for ARTECHOUSE; and 7 to 0 to 0 to recommend that the ABC Board authorize a stipulated license.

COMMISSIONERS

SMD 1 *Marjorie Lightman*
SMD 2 *Stacy Cloyd*
SMD 3 *Rachel Reilly Carroll*
SMD 4 *Andy Litsky*
SMD 5 *Roger Moffatt*
SMD 6 *Rhonda Hamilton*
SMD 7 *Meredith Fascett*

This applicant plans to operate an indoor multi-purpose arts and cultural gallery at 1250 Maryland Avenue, SW. This proposed Establishment is expected to be a good addition to the near SW neighborhood.

Please contact Commissioner Litsky (at the number above) or Coralie Farlee, Chair, ABC Committee, ANC6D at 202-554-4407, cfarlee@mindspring.com if you have any questions or concerns.

Sincerely,

Andy Litsky, Chair
ANC6D

Coralie Farlee, Chair
ABC Committee, ANC6D

✓ Cc: Martha Jenkins

Attachment: CA