

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

**In the Matter of:** )  
 )  
Wineandbutter, LLC )  
t/a Wine and Butter )  
 )  
Holder of a )  
Retailer's Class B License )  
 )  
 )  
at premises )  
1023 East Capitol Street, SE )  
Washington, D.C. 20003 )  
 )

License No.: ABRA-105990  
Order No.: 2018-020

Wineandbutter, LLC, t/a Wine and Butter (Licensee)

Chander Jayaraman, Chairperson, Advisory Neighborhood Commission (ANC) 6B

**BEFORE:** Donovan Anderson, Chairperson  
Nick Alberti, Member  
Mike Silverstein, Member  
James Short, Member  
Donald Isaac, Sr., Member

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**ORDER ON SETTLEMENT AGREEMENT**

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The official records of the Alcoholic Beverage Control Board (Board) reflect that Wineandbutter, LLC, t/a Wine and Butter (Licensee), and ANC 6B have entered into a Settlement Agreement (Agreement), dated November 21, 2017, that governs the operation 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 Chairperson Chander Jayaraman, on behalf of ANC 6B, are signatories to the Agreement.

Accordingly, it is this 24th day of January, 2018, **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, except for the following modifications:


Subsection 2(d) (Nature of the Business) – This Subsection shall be modified to read as follows: “Applicant will not sell or provide cups or single servings of ice. Furthermore, the Applicant agrees to utilize clear (without any color) plastic bags for customers to carry alcohol from the subject Premises if a bag is requested.”

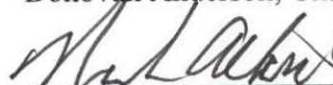
Section 3 (Hours of Operation and Sales) – Last sentence, the start hours of sales of alcohol “7:30 a.m.” shall be replaced with “9:00 a.m.”


The parties have agreed to these modifications.

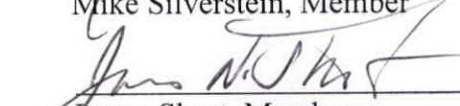
2. This Settlement Agreement replaces and supersedes previous Settlement Agreements between the parties; and
3. Copies of this Order shall be sent to the Licensee and ANC 6B.

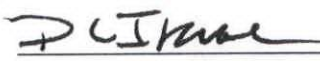
District of Columbia  
Alcoholic Beverage Control Board

  
\_\_\_\_\_  
Donovan Anderson, Chairperson

  
\_\_\_\_\_  
Nick Alberti, Member

  
\_\_\_\_\_  
Mike Silverstein, Member

  
\_\_\_\_\_  
James Short, Member

  
\_\_\_\_\_  
Donald Isaac, Sr., 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).

SETTLEMENT AGREEMENT BY AND BETWEEN  
ADVISORY NEIGHBORHOOD COMMISSION 6B  
and

Wineandbutter LLC  
d/b/a Wine and Butter

Pursuant to this Settlement Agreement, ("Agreement"), by and between Wineandbutter LLC d/b/a Wine and Butter ("Applicant") and Advisory Neighborhood Commission 6B ("ANC6B"), effective as of the date of its adoption by ANC6B, the parties hereby agree to be legally bound by the terms and conditions of this Agreement, superseding and replacing all previous agreements with respect to Applicant as it relates to its conduct of business located at 1023 East Capitol Street, SE Washington, DC 20003 ("Premises").

WHEREAS Applicant has applied before the District of Columbia Alcoholic Beverage Regulatory Administration ("ABRA"), to effect and is seeking approval for the renewal of its current Retailer's Class "B" License (ABRA-105990) ("License"); and,

WHEREAS Applicant and ANC6B wish to voluntarily and mutually memorialize the terms and conditions upon which ANC6B has agreed to support the Applicant's License, pursuant to the provisions of D.C. Code § 25-446, for the operation and maintenance of Applicant's business in such a manner as to further promote the security, sanitation, peace, order and quiet of the neighborhood in a manner that ANC6B deems to be in the best interests of the neighborhood; and

WHEREAS ANC6B hereby supports the Applicant's License upon the agreement of Applicant to execute and abide by the terms and conditions hereof;

It is THEREFORE AGREED AND RESOLVED as follows:

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
2. **Nature of the Business.** Applicant will manage and operate, at the address, a business that is regularly used for the sale of groceries, prepared food and alcoholic beverages. Applicant will operate a Retailer's Class "B" license under the following provisions:
  - a. Applicant will comply with all laws and regulations governing the operations of the business;
  - b. Notwithstanding the restriction on sales imposed by D.C. Code §25-346, the Applicant is authorized to sell, give, offer, expose for sale, or deliver an individual container of beer, malt liquor, Ale or spirits (liquor). However, Applicant will not divide a manufacturer's package of more than one container of beer, malt liquor, Ale or spirits (liquor) in order to sell an individual container of the packaged alcohol;
  - c. Applicant will discourage the illegal public consumption of alcohol inside, on the sidewalk adjacent or around the immediate area and will participate in an ABC Board-

approved course in alcoholic beverage sales management;

- d. Applicant will not sell or provide cups or single servings of ice and utilize clear (without any color) plastic bags for customers to carry alcohol from the subject Premises; and,
- e. Applicant agrees to post this Settlement Agreement (SA) alongside the Applicant's ABC License.

**3. Hours of Operation and Sales**

Applicant's hours of operation shall be as follows:

Monday through Sunday: 7:30am - ~~8:00pm~~ 9:00 pm

Applicant's hours of sales of alcohol shall be as follows:

Monday through Sunday: 7:30am - ~~8:00pm~~ 9:00 pm

**4. Signage, Noise, and Privacy.** Applicant will strictly comply with D.C. Official Code and will prohibit and prevent loitering, rowdiness, panhandling, and criminal activity within 100 feet of the Premises, to the best of its ability by:

- a. Posting a notice kept in good repair and visible from point of entry, a sign which states:
  - i. the minimum age requirement for purchases of alcohol, and
  - ii. the obligation of the patron to produce a valid identification document in order to purchase alcohol
- b. Requesting loiterers to move on whenever they are observed outside of the establishment.
- c. Calling MPD to remove loiterers if they refuse Applicant's request to move on or if illegal activity is observed.
- d. Keeping a written record of dates and times when MPD is called for assistance. Applicant's log shall be provided to the Board upon request.

**5. Cleanliness and Maintenance.** Applicant agrees to adhere to the following conditions with respect to trash management, disposal, and the sanitary maintenance of the trash storage area:

- a. Applicant shall contract with third party sanitation or waste management and recycling vendor(s) to collect garbage and non-recyclable waste 6 days per week and recycling a minimum of        days per week (or such more frequent schedules as may be necessary to prevent the receptacles from exceeding their capacity);
- b. Applicant will ensure timely waste disposal that is the least disruptive to the neighbors. Collection of garbage and recyclable collections shall not occur before 7:00 a.m. or after 10:00 p.m.
- c. Applicant shall ensure that no trash is placed outside the establishment other than in a fully-closed dumpster or compactor. Applicant shall ensure that the doors and/or lids on all dumpsters or compactors are fully closed at all times. No garbage or recyclables may be placed in exterior trash receptacles in any manner that would prevent the full closure of the receptacles.

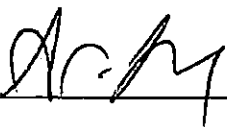
- d. Garbage, grease and/or recycling spills shall be cleaned up as soon as practicable after they occur. Any leak or spillage of grease shall be promptly cleaned utilizing standard industry practices such as solvents and power washing for such uncontained grease.
  - e. Applicant will daily check the full area around the trash receptacles and pick up or hose down any debris or liquid waste left behind after garbage, grease or recycling receptacles have been emptied. Further, Applicant shall assign a staff person to inspect the exterior trash area each night and close the lids of any receptacles that were left open prior to closing.
  - f. All receptacles used for grease, garbage, recyclable trash and waste shall be maintained in good repair and in safe and sanitary condition. Any damaged or leaking containers, including dumpster lids that become bent or warped such that they are no longer rodent-proof, shall be promptly repaired or replaced.
  - g. Applicant shall power wash the trash storage area and all receptacles no less often than once every month or more frequently as needed. However, no power-washing shall take place between the hours of 7:00 p.m. and 9:00 a.m. on weekdays or 7:00 p.m. and 12:00 noon on weekends.
  - h. 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 that no garbage is placed on the abutting property or public space.
  - i. Keeping its entire property and the sidewalk (up to and including the curb) in the front and rear of the premises, including 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.
6. **Sanitation and Pest Control.** Applicant shall maintain in force a contract for regular and recurring application of a plan for pest control that includes baiting or similar rodent abatement procedures abutting the rear entrance to the Premises (including the waste storage room). Applicant shall not store or place any bottles, foodstuffs, palettes of materials, or other consumable goods of any type outside the Premises. Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract and of regular inspection and treatment pursuant to such contract, upon request from the Board. Applicant shall maintain property and take steps, such as rat holes, and using pond stones where needed, to reduce habitat for rats and vermin.
7. **Compliance with ABRA Regulations.** Applicant promises 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 licenses.
8. **Notice to Cure.** If and when ANC6B becomes aware of any apparent violations of this Agreement, ANC6B agrees to, whenever practicable and permitted by law or regulation and only to the extent that such alleged violation does not materially and immediately endanger the health and safety of the community, provide written notice of such alleged violation to Applicant not less than five (5) business days prior to reporting such alleged violation to

ABRA. If such alleged violation is corrected within this period, then ANC6B shall not report such alleged violation to ABRA.

IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.

Applicant:

Wineandbutter LLC  
d/b/a Wine and Butter  
ABRA- 105990  
1023 East Capitol Street, SE  
Washington, DC 20003

Signature: 

Date: 11-15-17

ANC:

Advisory Neighborhood Commission 6B  
921 Pennsylvania Avenue, SE  
Washington, DC 20003  
Chander Jayaraman, Chairperson

Signature: 

Date: 11-21-2017