

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

**In the Matter of:** )  
 )  
DC Winery, LLC )  
t/a District Winery/Ana Restaurant & Bar )  
 )  
Holder of a )  
Retailer's Class CT License )  
 )  
at premises )  
385 Water Street, SE )  
Washington, D.C. 20003 )  
\_\_\_\_\_ )

License No.: ABRA-098684  
Order No.: 2018-128

DC Winery, LLC, t/a District Winery/Ana Restaurant & Bar (Licensee)

Meredith Fascett and Dr. Coralie Farlee, on behalf of Advisory Neighborhood Commission (ANC) 6D

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

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**ORDER ON AMENDMENT TO COOPERATIVE AGREEMENT**

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The official records of the Alcoholic Beverage Control Board (Board) reflect that DC Winery, LLC, t/a District Winery/Ana Restaurant & Bar (Licensee), and ANC 6D entered into Cooperative Agreement (Agreement), dated June 8, 2015, that governs the operation of the Licensee's establishment. This matter comes now before the Board to consider the Parties' Amendment to Cooperative Agreement (Amendment), dated March 19, 2018, in accordance with D.C. Official Code § 25-446 (2001).

The Amendment has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Meredith Fascett and Dr. Coralie Farlee, on behalf of ANC 6D, are signatories to the Amendment.

Accordingly, it is this 28th day of March, 2018, **ORDERED** that:

1. The above-referenced Amendment to Cooperative Agreement submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
2. All terms and conditions of the original Agreement, not amended by the Amendment, shall remain in full force and effect; and
3. Copies of this Order shall be sent to the Licensee and ANC 6D.

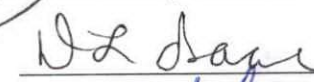
District of Columbia  
Alcoholic Beverage Control Board

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

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

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

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

  
\_\_\_\_\_  
Donald Isaac, Sr., Member

  
\_\_\_\_\_  
Bobby Cato, Member

\_\_\_\_\_  
Rema Wahabzadah, 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**

11014<sup>th</sup> Street SW, Suite W130, Washington, DC 20024-  
ANC Office: 202 554-1795 [office@anc6d.org](mailto:office@anc6d.org)

**AMENDMENT #1 TO COOPERATIVE AGREEMENT**

THIS AMENDMENT TO COOPERATIVE AGREEMENT is made on this 19th day of March, 2018, by and between DC Winery, LLC t/a District Winery, 385 Water Street, SW, CT License #098684 (licensee) and Advisory Neighborhood Commission 6D (ANC6D) the ANC ("The ANC"), collectively, the Parties. This amendment modifies the Cooperative Agreement dated June 8, 2015, between District Winery and ANC6D finalized by ABC Board Order 2015-315, dated June 24, 2015.

**RECITALS**

WHEREAS, Licensee and ANC6D entered into new Cooperative Agreement dated June 8, 2015, for an establishment located at 385 Water Street, SW, Washington, D.C. 20003, and

WHEREAS, the Cooperative Agreement dated June 8, 2015, in paragraph 4, provided for 100 patrons in the first floor summer garden;

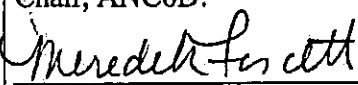
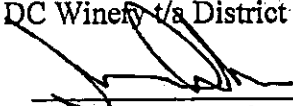
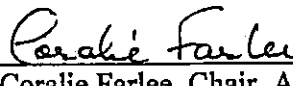
WHEREAS, the Parties request that the Alcoholic Beverage Control Board approve this Amendment #1 to Cooperative Agreement conditioned upon the Licensee's compliance with the terms of this written Amendment and the previously executed Cooperative Agreement and referenced Board Order and ABRA License; and

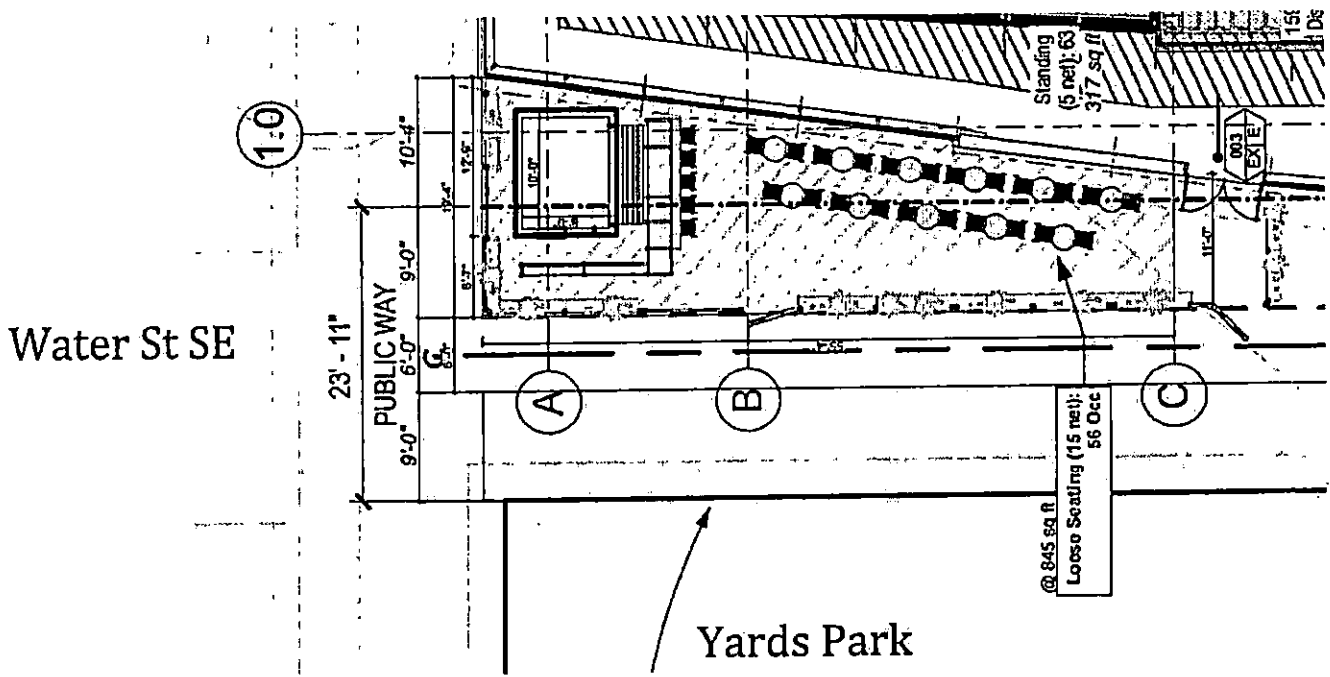
NOW, THEREFORE, in consideration of the recitals set forth above, it is mutually understood and agreed by and between the undersigned Parties to amend the previously executed Agreement as follows:

1. ***Recitals Incorporated.*** The recitals set forth above are incorporated herein by reference.
2. The Cooperative Agreement is **modified as follows:**
  - a. In paragraph 4, "Summer Gardens," modify the **first floor summer garden** in four places: (1) add after the words "first floor summer garden" the following "which is on the south side of the building facing the Anacostia River"; (2) [line 1] "provide **occupancy** (instead of "seating") for no more than 100 patrons;" (3) [line 5] delete the words "(there shall be no . . .) "or standing patrons"; and (4) add "the licensee shall maintain a pathway between this Summer Garden and the benches used by the public."
  - b. Add: **There will be a triangular-shaped third summer garden on the ground area (at the corner of the building at 385 Water Street, SE) the dimensions of which are 19'4" on the north side by 11' on the south side by 55'4" on the west side. This Summer Garden shall not exceed an occupancy of 60 patrons**

and shall be enclosed with appropriate barriers to delineate the space designated for the outdoor area from the adjacent public and other private areas, and may include such things as shrubbery or fencing with vines; bushes, vines or trees in planters. The hours of operation of the third summer garden shall be identical to those of the existing first floor summer garden, i.e., shall not exceed 11:00 p.m. weekdays and 12:00 a.m. weekends.

3. **Compliance with ABRA Regulations.** Licensee promises that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations and all other provisions applicable to liquor licenses.
4. **Agreement Otherwise Unamended.** Except as otherwise provided herein, the terms and conditions of the previously executed Cooperative Agreement, Amendment #1 to the Cooperative Agreement, Board Order, and License are expressly reaffirmed and remain in full force and effect.

FOR ANC6D		FOR LICENSEE	
Chair, ANC6D:		DC Winery t/a District Winery	
	<u>3/19/18</u>		<u>3/18/2018</u>
Meredith Fascett, ANC6D07	DATE	Brian Levanthal,	DATE
	<u>3/19/18</u>	Co-owner of	
Coralie Farlee, Chair, ABC Committee	DATE	Sean Alves	General Manager



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

<b>In the Matter of:</b>	)	
	)	
District Winery, LLC	)	
t/a District Winery	)	
	)	
Applicant for a New	)	License No. ABRA-098684
Retailer's Class CT License	)	Order No. 2015-315
	)	
at premises	)	
385 Water Street, S.E.	)	
Washington, D.C. 20003	)	

District Winery, LLC, t/a District Winery (Applicant)

Roger Moffatt and Dr. Coralie Farlee, Advisory Neighborhood Commission (ANC) 6D

**BEFORE:** Ruthanne Miller, Chairperson  
Nick Alberti, Member  
Donald Brooks, Member  
Herman Jones, Member  
Mike Silverstein, Member  
Hector Rodriguez, Member  
James Short, Member

**ORDER ON COOPERATIVE AGREEMENT**

The official records of the Alcoholic Beverage Control Board (Board) reflect that District Winery, LLC, t/a District Winery, Applicant for a new Retailer's Class CT License, located at 385 Water Street, S.E., Washington, D.C., and ANC 6D have entered into a Cooperative Agreement (Agreement), dated June 8, 2015, 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 Roger Moffatt and Dr. Coralie Farlee, on behalf of ANC 6D, are signatories to the Agreement.

Accordingly, it is this 24<sup>th</sup> day of June, 2015, **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:

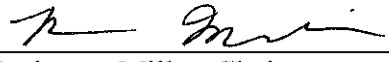
Fifth Whereas paragraph – The following language shall be removed: “The Parties acknowledge that any change in operations requires prior approval by the ABC Board...”

Section 9 (License Ownership and Compliance with ABRA Regulations) – The following language shall be removed: “Applicant also specifically agrees to be the sole owner of the ABC license.”

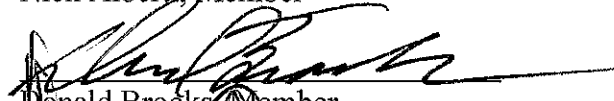
The parties have agreed to these modifications.

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

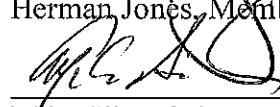
District of Columbia  
Alcoholic Beverage Control Board

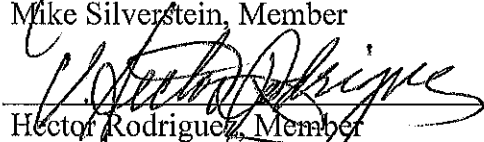
  
Ruthanne Miller, Chairperson

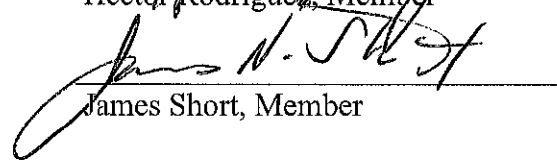
  
Nick Alberti, Member

  
Donald Brooks, Member

  
Herman Jones, Member

  
Mike Silverstein, Member

  
Hector Rodriguez, Member

  
James Short, Member

Pursuant to D.C. Official Code § 25-433, 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**

ALCOHOLIC BEVERAGE  
REGULATION ADMIN  
11014<sup>th</sup> Street SW, Suite W130, Washington, DC 20024-  
ANC Office: 202-654-1799 • FAX: 202-584-1074 | b  
office@anc6d.org

ABRA 8

## COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement") is made on this 8th day of June 2015 by and between DC Winery, LLC t/a District Winery ("Applicant"), at 385 Water Street, SE, License # 098684 and Advisory Neighborhood Commission 6D ("Protestant"), (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 CX for an establishment ("Establishment") serving spirits, wine, and beer including indoor space, two summer garden areas, entertainment and dancing endorsements and a Wine Pub Permit (authorizing fermenting of wine on premises) located at 385 Water Street, SE, Washington, D.C. 20003 ("Premises"); and,

WHEREAS, Applicant has agreed to amend the application to (1) change the license Class to CT instead of CX; (2) request two summer garden areas instead of one; and (3) modify its hours of operation; 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, 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, 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 filing of a protest 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 Premises. The Parties agree that any change in operations is considered of great concern

which they may bring to the attention of the ABC Board. The Parties acknowledge that any change in operations requires prior approval by 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 the Premises on two floors, with two summer gardens; including a first floor winery, a first floor restaurant serving New American cuisine and a second floor event space offering entertainment and dancing, hosting weddings, corporate events and other private functions not open to the general public. Tours of the winery, including tastings and training in winery management, and sales of bottled wine will be offered. Entertainment and dancing will not be offered on the first floor. Occupancy is expected to consist of winery (including tasting room) and restaurant areas on first floor totaling approximately 11,000 square feet; and event space of approximately 5,000 interior square feet on the second floor. Total occupancy of the Premises will not exceed 750, with 450 seats.
3. ***Hours of Operation and Sales.***

The Applicant's hours of **interior operation, including sales, service and consumption of alcohol** shall not exceed:

Sunday to Thursday: 10 am.-1 am

Friday and Saturday 10 am – 2 am

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. ***Summer Gardens.*** Applicant plans to provide seating for no more than 100 patrons in its **first floor summer garden area**. The hours of operation (including sale and consumption of alcoholic beverages) of the first floor summer garden shall not exceed 11 pm weekdays and 12 am weekends. There shall be no dancing, entertainment or standing patrons in the first floor summer garden area. No containers, cups, bottles/cans shall be permitted outside of or to leave the first floor summer garden area regardless of content, except for bottles purchased at the winery and those bottles that

may be partially consumed in the establishment restaurant patrons and re-corked by staff prior to exiting the establishment. The first floor summer garden shall be enclosed with appropriate barriers to delineate the space designated for the outdoor seating from the adjacent park and public areas, and may include such things as shrubbery or fencing with vines; bushes, vines or trees in planters.

The **second floor summer garden area** shall consist of a terrace of approximately 5,000 square feet facing the Anacostia River, (with no fixed seats) and shall be utilized only in conjunction with private functions (not open to the general public) hosted in the interior second floor portion of the premises. Only background music will be offered on the second floor summer garden and such shall cease by 10:00 pm daily. Use of the second floor summer garden area (including sale and consumption of alcohol beverages) shall terminate by 11 pm weekdays and 12:00 am weekends.

- 5: **Parking Arrangements.** It is a concern of the Protestants that the Applicant's operation of the Premises does not create or exacerbate parking problems within the ANC. The Applicant shall notify patrons (through a website or other means) about the availability of local parking lots; shall indicate that there is limited parking in the vicinity; and shall provide information about public transportation. On such occasions as valet parking may be offered in conjunction with private functions hosted on the second floor of the Premises, such will be conducted only in accordance with District of Columbia law (including the requirement that all valeted vehicles be parked in off-street facilities).
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 Premises (including the summer garden areas); are not audible in any residential premises.

Applicant shall inform its patrons by means of signage that upon exiting the Premises 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 that context, applicant shall post a notice at or near the front door of its premises advising customers that they should be considerate of the neighborhood and its residents and keep the noise levels low after they leave the premises. In addition, Applicant shall not prop open the doors or windows during hours of operation except as required for service.

Applicant shall receive all deliveries of food, beverages, and supplies during hours between 7:00 a.m. and 7:00 p.m. Mondays to Saturdays. No deliveries excepting fresh bread products shall be accepted on Sundays; provided, that deliveries of grapes may be received during the above-specified hours on Sundays during the months of September, October and November (only).

7. **Public Space and Trash.** 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 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 check the IDs of patrons who appear to be under the age of 35.

Applicant shall have sufficient number of recording cameras of good photographic quality which maintain information for at least 30 days. These recording cameras shall cover exterior of the premises and summer garden areas, including all entrances and exits. This information shall be made available to representatives of ABRA and/or MPD as requested.

9. **License Ownership and Compliance with ABRA Regulations.** Applicant promises to Protestants 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 Protestants shall have standing to ask the ABC Board to enforce any violations of the agreement. Applicant also specifically agrees to be the sole owner of the ABC license.

10. **Participation in the Community.** Applicant agrees to seek to maintain open communication with the Protestants, 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 § 25-446(e).

If to Applicant: DC Winery, LLC  
385 Water Street, SE  
Washington, DC 20003  
Attn: Brian R. Leventhal, Manager  
Phone: 718-963-2750  
e-mail: brian@bkwinery.com

If to Protestants: Advisory Neighborhood Commission 6D  
1101 4<sup>th</sup> Street, SW, Suite W130  
Washington, DC 20024  
Attn: Chair, ANC  
Phone: (202) 202 554-1795  
Fax (202) 202 554-1774  
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.

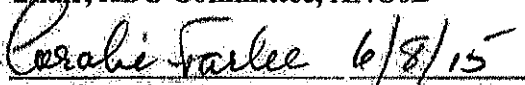
**PROTESTANT:**

**Chair, ANC6D**

  
Roger Moffatt, ANC6D

Date

**Chair, ABC Committee, ANC6D**

  
Coralie Farlee

Date

cfarlee@mindspring.com

**APPLICANT:**

DC Winery, LLC t/a District Winery

  
By: Brian R. Leventhal, Manager

June 4, 2015

Date



# ANC 6D

## Near Southeast/Southwest

### Advisory Neighborhood Commission 6D

ALCOHOLIC BEVERAGE  
REGULATION ADMIN

JUN -9 A 10:15

ABRA *J*

June 8, 2015

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

Ruthanne Miller, Chair  
Alcohol Beverage Control Board  
2000 14<sup>th</sup> Street, NW, Suite 400S  
Washington, DC 20009

#### OFFICERS

Chairperson  
*Roger Moffatt*  
Vice Chairperson  
*Andy Litsky*  
Secretary  
*Stacy Cloyd*  
Treasurer  
*Meredith Fascett*

Re: ANC6D recommendation for new Cooperative Agreement for DC Winery LLC  
t/a District Winery at 385 Water Street, SE, License Class CT #098684

Dear Ms. Miller:

At its regularly scheduled, properly noticed meeting on June 8, 2015, with a quorum present, the Advisory Neighborhood Commission 6D voted 6 to 0 to 0 to recommend the new license and Cooperative Agreement for District Winery, at 385 Water Street, SE.

#### 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 is a potential new business; there is no building as yet. Proceeding with architectural and building plans is dependent on approvals from ABRA and possibly other DC agencies. This will be DC's first winery; the ANC believes this Establishment will be an enhancement and enrichment to the near SE neighborhood.

Please contact Commissioner Moffatt (at the numbers above) or Dr. Coralie Farlee, Chair, ABC Committee, ANC6D at 202-554-4407, [cfarlee@mindspring.com](mailto:cfarlee@mindspring.com) if you have any questions or concerns.

Sincerely,

  
Roger Moffatt, Chair  
ANC6D

  
Coralie Farlee, Chair  
ABC Committee, ANC6D

Cc/ *✓* Martha Jenkins  
Stephen O'Brien, Attorney

Attachment: CA