

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

In the Matter of:

Cellar Trading, LLC
t/a Cellar Trading

Holder of a
Internet Retailer's Class IA License

at premises
4221 Connecticut Avenue, NW
Washington, D.C. 20008

License No.: ABRA-094230

Order No.: 2018-422

Cellar Trading, LLC, t/a Cellar Trading (Licensee)

David Dickinson, Commissioner, Advisory Neighborhood Commission (ANC) 3F

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

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Cellar Trading, LLC, t/a Cellar Trading (Licensee), and ANC 3F have entered into a Settlement Agreement (Agreement), dated May 15, 2018, 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 Commissioner David Dickinson, on behalf of ANC 3F, are signatories to the Agreement.

Accordingly, it is this 27th day of June, 2018, **ORDERED** that:

2. 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 modification:

Section (Public Spaces) – This Section shall be modified to read as follows: "To the extent the Applicant is able to control deliveries and pickups, the Applicant will make reasonable efforts to:

2. Use off-street parking for dropping off and retrieving wine;
3. Restrict vehicle parking, including by staff, customers, and vendors, to legal parking locations (including space controlled by the Applicant or the Applicant's landlord);
4. Ensure its employees and guests maintain the establishment in such a manner as to have minimal impact on vehicular and pedestrian traffic on public streets in the neighborhood (e.g., not stacking crates to block traffic, etc.); and
5. Schedule garbage collection pickups between the hours of 9:00 a.m. and 9:00 p.m. if able to do so."

The parties have agreed to this modification.

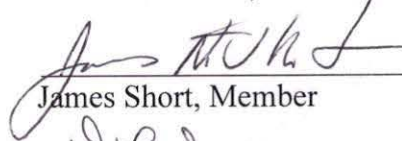
3. Copies of this Order shall be sent to the Licensee and ANC 3F.

District of Columbia
Alcoholic Beverage Control Board

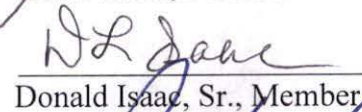
Donovan Anderson, Chairperson

Nick Alberti, Member

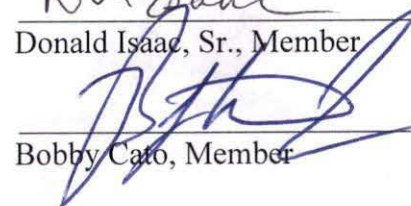
Mike Silverstein, Member



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 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).

SETTLEMENT AGREEMENT

Made this _____ day of May 2018, by and between Cellar Trading LLC (the "Applicant") and ADVISORY NEIGHBORHOOD COMMISSION 3F (the "ANC" or "ANC 3F"),

WITNESSETH:

WHEREAS, pending before the District of Columbia Alcoholic Beverage Control ("ABC") Board is Applicant's application for the renewal of a Retailer's Class "A" (Internet Only) liquor license for the premises known as 4221 Connecticut Avenue, NW (the "Establishment"), License Number ABRA-094230; and

WHEREAS, both Applicant and the ANC (the "parties") desire to enter into a Settlement Agreement commemorating certain understandings regarding Applicant's operating plans;

WHEREAS, in consideration of the premises recited, and the mutual covenants and promises set forth below;

Hours

1. Applicant's hours of operation at the above mentioned licensed premises for all purposes – including deliveries, pick-ups, and any other activity that causes a noise (as defined in D.C. Code § 25-725) disturbance – will be within the hours of 8:00 a.m. to 8:00 p.m. Monday through Sunday.

Public Spaces

- To the extent Applicant is able to control deliveries and pick-ups, Applicant will make reasonable effort to use off-street parking for dropping off and retrieving wine.
2. All vehicle parking – including employees, deliveries, and pick-ups – will be limited to legal parking locations (including space controlled by Applicant or Applicant landlord).
 3. Applicant will make reasonable effort to ensure its employees and guests maintain the establishment in such a manner as to have minimal impact on vehicular and pedestrian traffic on public streets in the neighborhood (e.g., not stacking crates to block traffic, etc.);
 4. To the extent Applicant is able to control garbage scheduling, Applicant shall schedule garbage collection only from 9:00 a.m. to 9:00 p.m.

Advertising

5. Applicant shall be prohibited from displaying any advertising banners, neon signs, or outside signage other than any sign permitted by D.C. laws and regulations and those required by law.

Breach of Agreement / Notifications

6. Applicant shall manage and operate in a manner consistent with their ABRA license. As such, applicant shall comply with District of Columbia Official Code Title 25 and District of Columbia Municipal Regulations Title 23 as they apply to the Establishment and applicable laws and regulations of the District of Columbia in the operation of this establishment.
7. The Parties shall maintain open communications and shall endeavor to confer and deal in good faith with issues raised under this Agreement or new issues that might arise that are within ABRA's jurisdiction with regard to the operation of the Establishment. 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 for which notice has been given, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If the Applicant 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 grounds for the ANC to file a complaint with the ABC Board in accordance with D.C. Official Code §25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be delivered in writing and mailed via certified mail, return receipt requested, or hand-delivered, to the other parties to this Agreement at the following addresses:
 - a. Cellar Trading, LLC
4221 Connecticut Avenue, NW
Washington, DC 20008
 - b. Advisory Neighborhood Commission 3F
4401-A Connecticut Avenue, N.W., PMB 244
Washington, D.C. 20008-2322

Notice shall be deemed given as of the time of receipt or refusal of receipt.

THEREFORE, in consideration of and in reliance upon the commitments reflected in items 1 through 8 above, the ANC will advise the ABC Board that it does not oppose Applicant's pending application for a Retailer's Class "A" (Internet Only) license.

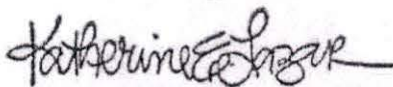
IN WITNESS WHEREOF, the parties have affixed hereunto their hands and seals on the year and day first above written.

Applicant: Cellar Trading, LLC

By:

Name:

Title:



KATHERINE E. LAZAR

MANAGER

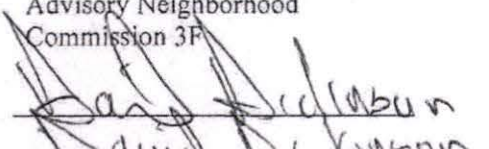
ANC:

Advisory Neighborhood
Commission 3F

By:

Name:

Title:


David Dickinson
ANC 3F Vice Chair

Government of the District of Columbia
ADVISORY NEIGHBORHOOD COMMISSION 3F
Van Ness • North Cleveland Park • Wakefield • Forest Hills

3F01 – David Dickinson, Vice Chair
3F02 – Shirley Adelstein, Treasurer
3F03 – Naomi Rutenberg
3F04 – Deirdre Brown
3F05 – Andrea Molod, Secretary
3F06 – William Sittig
3F07 – Patrick Jakopchek, Chair



4401-A Connecticut Ave, N.W.
Box 244, Washington, D.C. 20008
commissioners@anc3f.com
www.anc3f.com

May 16, 2018

Sent Via Email

Mr. Donovan Anderson, Chair
Alcoholic Beverage Control Board
2000 14th Street, NW, S2400
Washington, DC 20009

RE: Cellar Trading LLC
License No. ABRA-094230
4221 Connecticut Avenue, NW

Dear Mr. Anderson,

At a duly noticed public meeting on Tuesday, May 15, 2018, and with a quorum present, Advisory Neighborhood Commission 3F (ANC 3F) adopted by a vote of 5 in favor, 0 opposed, and 0 abstaining, the attached Settlement Agreement and not to object to the granting of a renewed Class "A" (Internet Only) liquor license.

If you have any questions or concerns about the resolution, please contact me at 3F07@anc.dc.gov or Commissioner Shirley Adelstein, the designated ANC Commissioner for this application, at 3F02@anc.dc.gov.

Sincerely,


Patrick Jakopchek, Chair