

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

**In the Matter of:** )  
 )  
Wharf Grill, LLC )  
t/a The Grill )  
 )  
Applicant for a New )  
Retailer's Class CR License )  
 )  
at premises )  
99 Market Square, SW )  
Washington, D.C. 20024 )

License No.: ABRA-113198  
Order No.: 2019-355

Wharf Grill, LLC, t/a The Grill, Applicant

Commissioner Gail Fast and Dr. Coralie Farlee, on behalf of Advisory Neighborhood Commission (ANC) 6D

**BEFORE:** Donovan Anderson, Chairperson  
Mike Silverstein, Member  
James Short, Member  
Bobby Cato, Member  
Rema Wahabzadah, Member

---

**ORDER ON COOPERATIVE AGREEMENT**

---

The official records of the Alcoholic Beverage Control Board (Board) reflect that Wharf Grill, LLC, t/a The Grill, Applicant for a new Retailer's Class CR License and ANC 6D have entered into a Cooperative Agreement (Agreement), dated May 13, 2019, 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 Commissioner Gail Fast and Dr. Coralie Farlee, on behalf of ANC 6D, are signatories to the Agreement.

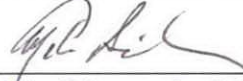
Accordingly, it is this 15th day of May, 2019, **ORDERED** that:

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

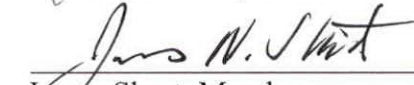
District of Columbia  
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson



Mike Silverstein, Member



James Short, 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)

**COOPERATIVE AGREEMENT**

THIS COOPERATIVE AGREEMENT ("Agreement") is made on this 13<sup>th</sup> day of May 2019 by and between Wharf Grill LLC t/a The Grill ("Applicant"), at 99 Market Square, SW #115, Washington, DC 20024 ABRA License # 113198 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 CR for a business establishment ("Establishment") serving spirits, wine, and beer, and a full service restaurant, including indoor space, and a summer garden, with no entertainment, dancing or cover charge endorsement located at 99 Market Street, SW, #115, Washington, D.C. 20024 ("Premises"); and

WHEREAS, the Applicant is encouraged 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 full service restaurant. The occupancy of Establishment will not exceed 325; the indoor space will have a maximum of 150 seats; the one summer garden will be located immediately adjacent to the building, and have a maximum of 100 seats. There may be prerecorded music in the interior space. There shall be no Entertainment, dancing, or cover charge endorsement. Establishment shall not participate in pub crawls The Establishment shall have no flashing or billboard-type lights.

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

The hours of operation and selling, serving, and consuming alcohol in the indoor space shall not exceed:

Sunday through Thursday: 8:00 a.m.- 2:00 a.m.,

Friday and Saturday: 8:00 a.m.- 3:00 a.m.

The hours for operation and selling, serving, and consuming alcohol in the summer garden area shall not exceed:

Sunday through Thursday: 8:00 a.m. to 1:00 a.m.; and

Friday and Saturday: 8:00 a.m. to 2:00 a.m.

Recorded music shall end in the summer garden no later than:

11:00pm Sunday through Thursday, and

1:00am Friday and Saturday.

Provided that: (a) on days designated by the DC ABC Board as "Holiday Extension of Hours" applicant may avail itself of and the ANC will not object to the licensee applying for 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.; (d) On "Daylight Saving Time Extension of Hours" as designated by the ABC Board, Applicant may sell, serve, and permit the consumption of alcoholic beverages for one additional hour later

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 ground floor of the building with the summer garden immediately adjacent to the building. The Certificate of Occupancy will state the seating and occupant load; however, the Establishment will not exceed a total occupancy of 325, which includes indoor capacity of a maximum of 150 seats and a summer garden with capacity of a maximum of 100 seats.
5. **Summer Garden.** Applicant plans to provide seating for 100 patrons in the

summer garden. Recorded music may be played on the summer garden consistent with the hours in section #3 above. No containers, cups, bottles/cans, etc. shall be permitted outside of or to leave the area regardless of content, excepting food and beverages packaged "to go."

The Applicant shall ensure that all furniture, fixtures, equipment, or other property of the Establishment or property belonging to patrons is contained within the summer garden area and does not extend into the pedestrian walkway.

6. **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. 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.
  
7. **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 reasonable and necessary actions and mitigation efforts to ensure that music, noise and vibration from the Establishment are not audible in violation of DC Code § 25-725. Options for noise mitigation can include: awnings, shrubbery, cinderblock or wooden walls (perhaps with vines), trees in planters, fountains with running water, or other muting or muffling objects.  

Applicant shall inform its patrons by signage or other means to be respectful of the residential neighborhoods upon exiting the Establishment.

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, fresh produce, and seafood shall be accepted on Sundays.
  
8. **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 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 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.
  
9. **Security Cooperation in Stemming Illegal Drugs and Public Drinking.** Applicant shall take all reasonable, 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 have recording cameras which cover the outside areas and the areas where alcoholic beverages are served. 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.

10. ***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.
11. ***Participation in the Community.*** Applicant is encouraged to maintain open communication with the ANC and the community for which the ANC acts.
12. ***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: Wharf Grill LLC t/a The Grill  
99 Market Square, SW #115  
Washington, DC 20024  
Attn: Jason Berry, Managing Member  
Phone: 917.583.1423  
e-mail: jason@kneadhd.com

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

Wharf Grill LLC, t/a The Grill, ABRA #113198, 99 Market Street, SW,  
#115, Washington, DC, 20024 and ANC6D, May, 2019

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><u>Gail Fast</u>      <u>5/13/19</u> Gail Fast, SMD01      Date</p> <p>Chair, ABC Committee, ANC6D</p> <p><u>Coralie Farlee</u>      <u>13 May 19</u> Coralie Farlee      Date</p>	<p>Wharf Grill LLC t/a The Grill</p> <p>By: <u>Jason Berry</u>      <u>4/29/19</u> Jason Berry, Managing Member      Date</p>
---	---





*Southwest / Navy Yard / Buzzard Point*  
Advisory Neighborhood Commission 6D

May 13, 2019

1101 Fourth Street, SW  
Suite W 130  
Washington, DC 20024  
202.554.1795  
Email: [office@anc6d.org](mailto:office@anc6d.org)  
Website: [www.anc6d.org](http://www.anc6d.org)

**Donovan Anderson, Chair**  
c/o Martha Jenkins, General Counsel  
Alcohol Beverage Control Board  
2000 14th Street, NW, Suite 400S  
Washington, DC 20009

**OFFICERS**

Chairperson  
Gail Fast

Vice Chairperson  
Andy Litsky

Secretary  
Rhonda Hamilton

Treasurer  
Ronald Collins

Re: ANC6D Support of new CR license for Wharf Grill LLC, t/a The Grill, ABRA# #113198, 99 Market Square, SW, Washington, DC 20024, and new Cooperative Agreement

Dear Mr. Anderson:

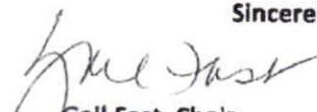
At its properly noticed Special Meeting on May 13, 2019, with a quorum present, the Advisory Neighborhood Commission 6D voted 5 to 2 to 0 to support the new CR license for Wharf Grill LLC, t/a The Grill, ABRA #113198, AND voted 5 to 0 to 0 to recommend that the ABC Board accept the attached new Cooperative Agreement for Wharf Grill LLC, t/a The Grill.

Please contact Dr. Coralie Farlee, [cfarlee@mindspring.com](mailto:cfarlee@mindspring.com), 202-554-4407, who is authorized to represent ANC6D in alcohol-related matters, or Gail Fast at ([6D01@anc.dc.gov](mailto:6D01@anc.dc.gov)) if you have any questions or concerns.

**COMMISSIONERS**

SMD 1 Gail Fast  
SMD 2 Anna Forge  
SMD 3 Ronald R. Collins  
SMD 4 Andy Litsky  
SMD 5 Anthony Dale  
SMD 6 Rhonda Hamilton  
SMD 7 Edward Daniels

Sincerely,

  
Gail Fast, Chair  
ANC6D

  
Coralie Farlee, Chair  
ABC Committee, ANC6D

Attachment: CA