

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

**In the Matter of:** )  
 )  
Wharf Rooftop Bar Lessee, LLC and GG DC, LLC )  
t/a Wharfside Bar )  
 )  
Applicant for a New )  
Retailer's Class CT License )  
 )  
at premises )  
801 Wharf Street, SW )  
Washington, D.C. 20024 )  
 )

License No.: ABRA-112109  
Order No.: 2019-027

Wharf Rooftop Bar Lessee, LLC and GG DC, LLC, t/a Wharfside Bar, Applicant  
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  
Bobby Cato, Member  
Rema Wahabzadah, Member

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**ORDER ON COOPERATIVE AGREEMENT**

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The official records of the Alcoholic Beverage Control Board (Board) reflect that Wharf Rooftop Bar Lessee, LLC and GG DC, LLC, t/a Wharfside Bar, Applicant for a new Retailer's Class CT License and ANC 6D have entered into a Cooperative Agreement (Agreement), dated December 10, 2018, 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 Meredith Fascett and Dr. Coralie Farlee, on behalf of ANC 6D, are signatories to the Agreement.

Accordingly, it is this 9th day of January, 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, except for the following modifications:

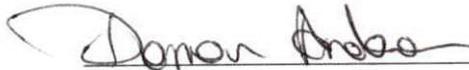
Section 4 (Hours of Operation and Sales) – The language “hours of operation of the summer garden” shall be replaced with the language “hours of operation, sales, service, and consumption on the summer garden.”

Section 12 (Notice and Opportunity to Cure) – The language “Applicant may offer Entertainment until 3:00 am on January 1 of each year” shall be replaced with the language “The Applicant may apply for, and the ANC will not object to, a one-day substantial change permit to offer entertainment until 3:00 a.m. on January 1.”

The parties have agreed to these modifications.

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

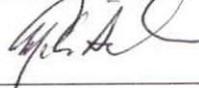
District of Columbia  
Alcoholic Beverage Control Board



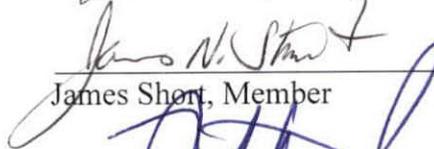
Donoyan Anderson, Chairperson



Nick Alberti, Member



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 10<sup>th</sup> day of December 2018 by and between Wharf Rooftop Bar Lessee, LLC t/a Wharfside Bar (“Applicant”), at 801 Wharf Street, SW, Washington, DC 20024 ABRA License #112109 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.

**WITNESSETH**

WHEREAS, Applicant has applied for a License Class CT for a business establishment (“Establishment”) specializing in craft cocktails and also serving spirits, wine, beer and casual food, on the 12<sup>th</sup> Floor of the building located at 801 Wharf Street, SW (the street address of the Establishment may be redesignated 75 District Square, SW), Washington, D.C. 20024 (“Premises”); and

WHEREAS, Advisory Neighborhood Commission ANC6D has standing to file a timely protest against the issuance of the Applicant’s applicant pursuant to D.C. Official Code 25-601(4) and 602; 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 specializing in craft cocktails and serving spirits, wine, and beer, and offering casual food in an indoor space, and one summer garden. There may be Entertainment and dancing endorsements in the indoor space; there shall be no cover charge or other endorsements. Dancing shall be limited to private events not open to the general public. Music and live entertainment shall meet noise and privacy requirements in section 7, below. Establishment shall not participate in pub crawls. There shall be no flashing or billboard-type lights.
3. **Floors Utilized and Occupancy:** The Applicant will operate its Establishment on the 12th floor and summer garden which is immediately adjacent to the 12th floor indoor space. The Certificate of Occupancy will state the seating and occupant load; however, the Establishment shall not exceed the total occupancy load of 278, with the maximum number of seats inside 172 and the maximum number of seats in the summer garden 28.
4. **Hours of Operation, and Sales:**  
The hours of **Operation and Alcohol Sales, Service, and Consumption 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 of **Live Entertainment and Dancing 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 of **Operation of the Summer Garden** shall not exceed:
 

Sunday through Thursday	8:00 a.m. - 1:00 a.m.,
Friday and Saturday:	8:00 a.m. - 2:00 a.m.

 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."  
 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 or Daylight Saving Time) applicant may avail itself of such extended hours; and (c) on January 1 of each year applicant may avail itself to hours of operations, sales, service, and consumption until 4:00a.m. Applicant may offer Entertainment until 3:00am on January 1 of each year.

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

**Sales of Alcoholic Beverages:** Applicant shall not sell spirits, beer, or wine from the Premises primarily intended for off-Premises use. Unfinished/recorked bottles of wine may be removed from the Premises.

5. **Summer Garden.** Applicant plans to provide seating for 28 patrons in the summer garden. There shall be no recorded music piped to or played in the summer garden. The Applicant agrees to monitor sounds from voices and music in the summer garden and shall ensure that any reasonable concerns raised by nearby residents are remedied as soon as possible, at a maximum within a ten-day period.
6. **Parking.** Because there is limited parking in the vicinity, 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 shall inform patrons on its website of transportation options other than automobiles.
7. **Noise and Privacy.** Applicant agrees not to permit any odors, vibrations or noises to emanate offsite of the Premises and shall strictly comply with D.C. Official Code § 25-725 and to that end, and if necessary, shall use various means including making architectural improvements to the property and take reasonable, necessary actions and mitigation efforts to ensure that music, noise and vibration from the Establishment are not audible in violation of D.C. Official Code § 25-725. Options for noise mitigation can include: shrubbery, cinderblock or wooden walls (perhaps with vines), trees in planters, fountains with running water, or other muting or muffling objects. The ANC understands that Applicant is bound by the terms of its lease when selecting and installing noise mitigation methods.

Sound, noise levels and vibrations from inside the Premises shall be at a conversational level, and not be audible or discernible off of the Premises.

Live and prerecorded music may be played inside the premises provided that any speakers and music produced by any sound recording shall comply with DC noise laws.

The Applicant shall not use objectionable advertising media such as loud speakers, video displays or other media that irritate or have the tendency to irritate residents, customers, or invitees.

Applicant shall inform its patrons by signage located at the ground floor lobby exit of the Establishment that residences are in proximity to the Establishment and urge quiet and decorum by patrons on exiting the Establishment.

All deliveries of food, beverages, and restaurant supplies shall be received 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. Applicant will keep the Premises, trash collection area, loading dock, hallways, passageways, tree boxes, sidewalks and common areas providing access to and adjoining the Premises free of insects, rodents, vermin, other pests, trash and dirt accumulations generated by the operations in the Premises. Applicant shall not store trash or refuse in, or permit trash, rubbish, cartons, merchandise or other goods intended for use in the Premises to accumulate in areas outside of the Premises other than in the landlord designated areas. All recycling shall be placed in the designated areas.

Applicant shall ensure that the areas adjoining or providing access to the Premises are kept clean of wrappers, garbage, trash and similar debris. Applicant shall arrange for regular, prompt, and reliable trash and recycling removal of all trash and recycling generated at or associated with the Premises from the Premises. Applicant shall store all trash and other waste in odor and vermin proof containers, such containers shall be kept in temperature controlled areas not visible to members of the public.

Applicant shall maintain the Premises, including sidewalks, free of litter, refuse and debris. The sidewalks and entranceways shall be cleaned prior to 6:30 a.m. each day and shall be kept free of litter, gum, trash, cigarette and cigar butts and other debris and all exterior surfaces and both sides of all glass shall be kept clean, orderly and sanitary.

All grease caught in Applicant's grease trap shall be stored in secure, sanitary containers designed for such purpose (and not in a dumpster) and separate from Applicant's other refuse. The contractor responsible for cleaning Applicant's grease trap and picking up Applicant's grease receptacles shall be licensed in the District of Columbia to collect and properly dispose of such wastes.

Applicant shall install, and properly maintain in good working order, such ventilation, scrubbers, and other equipment as required by municipal codes and as may be necessary to relieve the Premises and the adjoining and surrounding premises of any odors caused by Applicant's business operation, which may include special vents to create negative pressure. Applicant agrees to exercise special care in its handling of garbage, waste, and refuse and will remove such materials from the Premises as frequently as is reasonable necessary to order to eliminate all odors. Applicant shall maintain the Premises in such a manner that restricts all foul or objectionable odors, including but not limited to odors from trash, cooking, grease, or cleaning, from emanating outside of the Premises and shall provide trash and food waste receptacles that contain all odor and liquid run off.

**Extermination.** Applicant shall cause extermination services, including treatment for insects, spiders, rates, mice, moles and other rodents, to be provided to the Premises by a reputable exterminator on at least a monthly basis. Applicant agrees to exercise special care in its handling of garbage, waste, and refuse and will remove such materials from the Premises as frequently as is necessary in order to prevent pests from entering the premises.

9. **Security Cooperation in Stemming Illegal Drugs and Public Drinking.** Applicant shall take all reasonable steps to minimize problems of illegal drugs and public drinking, including, at all times, by having a sufficient number of trained 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; and maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur. Applicant shall take all reasonable steps to discourage loitering in the vicinity of the Premises.

Applicant shall ensure that video surveillance covers the ground floor lobby area providing access to the Premises and all areas where alcoholic beverages are served and/or consumed. The Applicant 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 Rooftop Bar Lessee, LLC t/a Wharfside Bar  
801 Wharf Street, SW  
Washington, DC 20024  
Attn: Austin Flajser  
Phone: 202-303-3093  
e-mail: aflajser@carrcc.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  
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.

12. *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 <u>Meredith Fascett</u> <u>12/10/18</u> Meredith Fascett, SMD07 Date</p> <p>Chair, ABC Committee, ANC6D <u>Coralie Farlee</u> <u>10 Dec 18</u> Coralie Farlee Date</p>	<p>Wharf Rooftop Bar Lessee, LLC t/a Wharfside Bar</p> <p>By: <u>Austin Flajser</u> <u>12/10/18</u> Austin Flajser Date Managing Member</p>
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