

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

In the Matter of:

DBGA, LLC

t/a Dacha Beer Garden

Applicant for a New
Retailer's Class CT License

at premises

79 Potomac Avenue, SE

Washington, D.C. 20003

License No.: ABRA-106040

Order No.: 2017-362

DBGA, LLC, t/a Dacha Beer Garden (Applicant)

Andy Litsky 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
Jake Perry, Member
Donald Isaac, Sr., Member

ORDER ON COOPERATIVE AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that DBGA, LLC, t/a Dacha Beer Garden (Applicant), and ANC 6D entered into a Cooperative Agreement (Agreement), dated June 12, 2017, in accordance with D.C. Official Code § 25-446 (2001).

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson Andy Litsky and Dr. Coralie Farlee, on behalf of ANC 6D, are signatories to the Agreement.

Accordingly, it is this 14th day of June, 2017, **ORDERED** that:

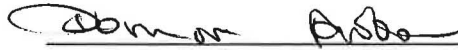
1. The above-referenced Cooperative Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

Section 3 (Hours of Operation and Sales) – Last paragraph, item (d) shall be modified to read as follows: "The ANC will not object to the Applicant applying for an one-day substantial change, in accordance District law, so that it may can operate, sell, serve, and permit the consumption of alcoholic beverages in the interior of the premises, the summer garden, and the sidewalk café until 2:00 a.m. on those Sundays when a Washington Nationals game commences at 7:00 p.m. or later."


The parties have agreed to this modification.

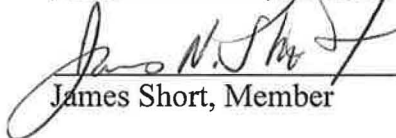
2. Copies of this Order shall be sent to the Applicant and ANC 6D.

District of Columbia
Alcoholic Beverage Control Board


Donovan Anderson, Chairperson


Nick Alberti, Member


Mike Silverstein, Member


James Short, Member

Jake Perry, 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 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).



1101 4th Street SW, Suite W130, Washington, DC 20024-
ANC Office: 202 554-1795 ■ FAX: 202 554-1774
office@anc6d.org

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 12th day of June 2017 by and between DGBA, LLC t/a Dacha Beer Garden ("Applicant"), at 79 Potomac Avenue, SE, License # 106040 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 CT for a business establishment ("Establishment") serving wine, beer and spirits, including indoor space, and one summer garden and one sidewalk cafe, with no entertainment, dancing or cover charge endorsements located at 79 Potomac Avenue, SE, Washington, D.C. 20003 ("Premises");

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;

WHEREAS, in lieu of a protest filing by the ANC, the Parties are desirous of entering into a Settlement 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;

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 change in operations is considered of great concern to the community which they may bring to the attention of the ABC Board. The Parties acknowledge that any substantial 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;

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, beer, offering American food, with one summer garden and one sidewalk cafe. There shall be no Entertainment, dancing, or cover charge endorsements unless approved by the Board with notice to the community as required by D.C. Code § 25-421 and § 25-422. There may be recorded music in the interior space. The hours for recorded music in the summer garden are specified in #3 below. The establishment shall not participate in pub crawls. There shall be no flashing or bill board type lights.

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

The hours of **operation of the indoor area** shall be as follows:

Sunday through Thursday: 7:00 a.m. to 2:00 a.m.

Friday and Saturday: 7:00 a.m. to 3:00 a.m.

The hours for **sales, service, and consumption of alcohol in the indoor area** shall be as follows:

Sunday through Thursday: 8:00 a.m. to 2:00 a.m.

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

The hours of **operation of the summer garden and sidewalk café** shall be:

Sunday through Thursday: 7:00 a.m. to 12:00 a.m.

Friday and Saturday: 7:00 a.m. to 2 a.m.

The hours of **sales, service, and consumption of alcohol in the summer garden and sidewalk café** shall be:

Sunday through Thursday: 8:00 a.m. to 12:00 a.m.

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

Recorded music shall end in the summer garden and sidewalk cafe no later than 10:30 p.m. on Sunday through Thursday, and 12:00 midnight Friday and Saturday.

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; (c) on January 1 of each year applicant may operate until 4:00a.m.; and (d) on Sundays when Washington Nationals games commence at 7:00 p.m. or later,

applicant may operate and permit consumption of alcoholic beverages in the interior of the Premises and the summer garden area until 2:00 a.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. **Floors Utilized and Occupancy.** The Applicant will operate its Establishment on the first floor of the building as well as a summer garden, and a sidewalk café. The Certificate of Occupancy will state the seating and occupant load; however, the Establishment will not exceed a total occupancy of 1150, which includes indoor capacity of a maximum of 350, a summer garden area with capacity of a maximum of 550 patrons, and a sidewalk café with a capacity of a maximum of 250 patrons.
5. **Summer Garden and Sidewalk Cafe .** The Applicant shall not knowingly permit patrons to leave the premises with open alcoholic beverages, open containers, cups, bottles/cans, except food and beverages packaged "to go." Unfinished/recorked bottles of wine are allowed to be removed from the Premises.
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 and appropriate pick-up/drop-off locations.
7. **Noise and Privacy.** Applicant shall strictly comply with D.C. Official Code § 25-725 and to that end shall obtain recommendations of a reputable sound engineer and use various means including installing sound absorptive materials and barriers and making architectural improvements to the property and other actions and mitigation efforts to ensure that music, noise, and vibrations from the Establishment meet official D.C. noise requirements.

Applicant shall inform its patrons by signage or other means that residences are in proximity to the Establishment and urge quiet and decorum by patrons on 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 make reasonable efforts to 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 make reasonable efforts to 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.

9. ***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, 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 have recording cameras which cover the outside areas and the areas where alcoholic beverages are served. The establishment shall maintain security cameras and (a) ensure the cameras are operational; (b) maintain footage 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.

Prior to issuance of the license, Applicant shall submit a security plan to the ABC Board as provided in DC Official Code 25-402(d)(2) and (3).

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 agrees to seek to maintain open communication with the ANC and the community for which the ANC acts.
12. ***Construction of Agreement.*** Any reference to specific laws and regulations in this Agreement is meant for informational purposes only. ANC 6D does not intend for a violation of any DC law or regulation to also be considered a violation of this Agreement.
13. ***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: DBGA, LLC t/a Dacha Beer Garden
79 Potomac Avenue, SE
Washington, DC 20003
Attn: Dimitri Chekaldin, Managing Member
Phone: 202-350-9888
e-mail: dchekaldin@dachadc.com

If to Protestant: Advisory Neighborhood Commission 6D
1101 4th Street, SW, Suite W130
Washington, DC 20024
Attn: Chair, ANC
Phone: (202) 202 554-1795
e-mail: office@ANC6D.org

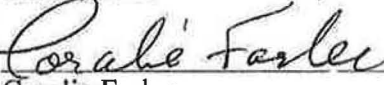
Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

14. **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:**Chair, ANC6D**

 6/12/17
Andy Litsky, SMD04 Date

Chair, ABC Committee, ANC6D

 6/12/17
Coralie Farlee Date

APPLICANT:

DBGA, LLC t/a Dacha Beer Garden

 06-12-17
By: Dimitri Chekaldin Date
Managing Member

 **ANC 6D**
ALCOHOLIC BEVERAGE
REGULATION
Near Southeast/Southwest
Advisory Neighborhood Commission 6D

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

June 12, 2017

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

OFFICERS

Chairperson
Andy Litsky

Vice Chairperson
Cara Lea Shockley

Secretary
Gail Fast

Treasurer
Meredith Fascett

**Re: ANC6D recommendation for new CT License and Cooperative Agreement for
DGBA LLC t/a Dacha, ABRA #106040, at 79 Potomac Avenue, SE**

Dear Mr. Anderson:

At its regularly scheduled, properly noticed meeting on June 12, 2017, with a quorum present, the Advisory Neighborhood Commission 6D voted: 5 to 1 to 1 to recommend approval of a new CT License; and 5 to 1 to 1 to recommend that the ABC Board accept the new Cooperative Agreement for Dacha.

COMMISSIONERS

SMD 1 Gail Fast
SMD 2 Cara Lea Shockley
SMD 3 Ronald R. Collins
SMD 4 Andy Litsky
SMD 5 Roger Moffatt
SMD 6 Rhonda Hamilton
SMD 7 Meredith Fascett

This applicant plans to operate an establishment serving spirits, wine, and beer, and offering American food with one summer garden and one sidewalk café, with no endorsements. Because of previous ABRA investigative history for this applicant at another location in DC, the ANC6D is requesting that the applicant develop and file a comprehensive security plan with the ABC Board prior to the Board's authorization to issue the license. We hope that this provision will provide confidence that this applicant will become an appropriate addition to the SE waterfront/Anacostia River area.

Please contact Commissioner Litsky (at the number above) or Coralie Farlee, Chair, ABC Committee, ANC6D at 202-554-4407, cfarlee@mindspring.com if you have any questions or concerns.

Sincerely,



Andy Litsky, Chair
ANC6D



Coralie Farlee, Chair
ABC Committee, ANC6D

Attachment: CA