

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE AND CANNABIS BOARD**

In the Matter of:)
)
Wharf LB, LLC)
t/a Lucky Buns)
)
Holder of a)
Retailer’s Class CT License)
)
at premises)
675 Wharf Street, SW)
Washington, D.C. 20024)
_____)

License No.: ABRA-121405
Order No.: 2024-145

Wharf LB, LLC, t/a Lucky Buns, Licensee

Fredrica Kramer, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 6D

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Silas Grant, Jr., Member

ORDER ON COOPERATIVE AGREEMENT

The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that Wharf LB, LLC, t/a Lucky Buns (Licensee), and ANC 6D entered into a Cooperative Agreement (Agreement), dated March 14, 2024, 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 Licensee and Chairperson Fredrica Kramer, on behalf of ANC 6D, are signatories to the Agreement.

Accordingly, it is this 27th day of March 2024, **ORDERED** that:

1. The above-referenced Cooperative Agreement submitted by the parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
2. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage and Cannabis Board

eSigned via SeamsesDocx.com
Donovan Anderson
Key: ac430b08e5045f0e4b730095d1dccc8

Donovan Anderson, Chairperson

eSigned via SeamsesDocx.com
James Short
Key: 547ae373f820de6ac8d1b332d62040ec

James Short, Member



Silas Grant, Jr., 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 and Cannabis Administration, 2000 14th Street, N.W., Suite 400S, Washington, DC 20009.

Also, pursuant to section II 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).



ANC6D Cooperative Agreement
 Wharf LB, LLC (dba Lucky Buns)
 ABRA-121405
 675 Wharf ST, SW
 Washington, DC 20024

Advisory Neighborhood
 Commission 6D
 1101 4th Street S.W., Suite W130

ANC Office: (202) 554-1795
 office@anc6d.org

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (“Agreement”) is made on this ___ day of _____ 2024, by and between, WharfLB, LLC t/a Lucky Buns (“Applicant”), at 675 Wharf Street, SW, Washington, DC 20024, ABRA License #121405, and Advisory Neighborhood Commission 6D (“the ANC” or “ANC6D”), 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.

W I T N E S E T H

WHEREAS, Applicant holds a Retailer’s Class C Tavern alcoholic beverage license (ABRA-121405) with one summer garden, entertainment endorsement for indoors only, and alcoholic beverage carry-out and delivery endorsements (“License”) at 675 Wharf Street, SW, Washington, D.C. 20024 (“Premises”).

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, 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 ANC6D on peace, order, and quiet,

ANC6D Cooperative Agreement
 WharfLB, LLC (dba Lucky Buns), ABRA-121405,
 675 Wharf Street, SW, Washington, DC 20024

_____, 2024

including the noise and litter provisions set forth in §§ 25-725 and 25-726 and to eliminate the need for a Protest Hearing regarding the License; and

WHEREAS, all parties believe that the statements and provisions contained in this Agreement are reasonable and shall become wholly integrated into the operations of the Establishment. The Parties agree that any substantial change in operations must be first approved by the Alcoholic Beverage Cannabis Board (“ABC Board”); and

WHEREAS, this is intended to replace in its entirety any and all previously-existing cooperative agreements between the Parties, and all such previous agreements are hereby declared superseded, null and void, and of no further effect; and

WHEREAS, the Parties have agreed to enter into this Agreement; and NOW, THEREFORE, in consideration of the recitals set forth above and 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. **Hours of Operation and Sales.** The Applicant’s hours of operation, alcoholic beverage sales, service, consumption, and live entertainment inside the Premises (collectively referred to as “Establishment Hours”) shall not exceed beyond the following :

Sunday through Thursday:	8:00 a.m. – 2:00 a.m.
Friday and Saturday:	8:00 a.m. – 3:00 a.m.

The Applicant’s hours of operation, alcoholic beverage sales, service, and consumption for the Summer Garden shall not exceed:

Saturday through Thursday:	11:00 a.m. – 12:00 a.m.
Saturday:	11:00 a.m. - 1:00 a.m.

The Applicant’s hours of alcoholic beverage carry-out and delivery shall not exceed:

Sunday through Saturday	8:00 a.m. – 1:00 a.m.
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Exception to the Establishment Hours shall be granted for the following: (a) For days designated by the ABC Board as "Holiday Extension of Hours," Applicant may avail itself of, and the ANC will not object to Applicant’s 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; (c) on January 1 of

each year Applicant may operate and serve alcohol until 4:00 a.m.; and (d) Applicant may avail itself of any hours authorized by the ABC Board, Council or the Mayor by executive order arising from declared public health emergency or public emergency. The ANC will not object to the Applicant applying for a One Day Substantial Change, in accordance with District law, so that it may offer entertainment until 4:00 a.m. on January 1 of each year or applying for up to 8 One Day Substantial Changes annually in order to play live music in the Summer Garden.

3. **Floors Utilized and Occupancy.** The Applicant operate its Establishment on the ground floor(s) of the building with its Summer Garden located on the ground floor. The Establishment will not exceed what is permitted on its Certificate of Occupancy.
4. **Summer Garden.** Applicant may play prerecorded in the Summer Garden in compliance with the ABC Noise law. The Summer Garden shall be bordered with appropriate and commercially reasonable barriers to delineate it from the surrounding adjacent areas. Acceptable options for such borders may include planters, fencing, shrubbery, or similar techniques.
5. **Noise and Privacy.** Applicant shall comply with D.C. Official Code § 25-725 (“ABC Noise Law”) regarding the emanation of noise from the Establishment, and, shall take commercially reasonable actions to ensure that noise originating from the Establishment that is prohibited under the ABC Noise law pursuant to DC Code 25-725(a) is not unreasonably disruptive in any adjacent residential premises. Applicant agrees to keep its doors and windows closed after 10:00 pm when live music is being played inside the Establishment. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment by keeping the entry or exit doors closed, except for ingress and egress. 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 upon exiting the Establishment.
6. **Parking/Public Transportation Arrangements.** The ANC is concerned that the Applicant’s operation of the Establishment does not create or exacerbate parking problems within the ANC boundaries. Applicant shall notify patrons (through a website or other means) that there is limited parking in the vicinity and shall provide information about known public transportation options.
7. **Public Space and Trash.** The Applicant shall, to the best of their ability, keep the area around the Premises clean and free of litter and shall police these areas sufficiently to assure that refuse and other materials are removed within a commercially reasonable time. The Applicant shall either participate in the building's trash removal program or maintain a dumpster and the area adjacent to the dumpster in accordance with the remainder of this paragraph. The dumpster shall be enclosed with lids tightly closed and incapable of being entered by rodents, to limit odors and help control pest and rodent population. The area around the dumpster shall

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WharfLB, LLC (dba Lucky Buns), ABRA-121405,
675 Wharf Street, SW, Washington, DC 20024

_____, 2024

always be kept clean and the dumpster shall be placed such that it does not encroach on abutting property and so that no garbage is placed on abutting property. Proper (recyclable) removal of grease and oils shall be used and grease and oils shall not be deposited for removal in dumpsters or trash cans. Regular rodent and pest (insect) abatement services shall be utilized. The area around the dumpsters shall be properly cleaned at the end of each night to ensure that no uncontained garbage or malodorous odors are present.

8. **Security.** Applicant shall take reasonable steps to (1) discourage loitering in the vicinity of the Premises; (2) monitor for and prohibit sales or use of illegal drugs within or about the Premises, and (3) maintain contact and cooperate with MPD and other enforcement official when known or suspected drug activities occur. The Parties acknowledge that the Applicant's property owner provides security detail that is operational 24 hours a day.

Applicant shall have recording cameras that cover the outside areas and the areas where alcohol beverages are served. If responsible for such video surveillance equipment, the Applicant shall maintain security cameras; store information for at least 30 days and make recordings available to representatives of ABCA or MPD upon request. ANC acknowledges that Applicant's landlord has sole responsibility for security cameras on the exterior premises.

9. ***License Ownership and Compliance with ABRA Regulations.*** Applicant shall abide by all Alcoholic Beverage Cannabis Administration (ABCA) regulations regarding the ownership of the License and all other provisions applicable to License. ANC shall seek relief from the ABC Board, subject to Section 11 of this Agreement, to enforce any violations of the Agreement. Any reference made to specific laws and regulations in this Agreement is meant for informational purposes only. ANC does not intend for a violation of a DC law or regulation to also be considered a violation of this Settlement Agreement.
10. ***Participation in the Community.*** Applicant is encouraged to maintain open communication with ANC, and the community for which 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 known to the Applicant, reasonable notice and opportunity shall permit a cure within 30 days of the date of such notice. If 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 or diligently pursue such a cure), failure shall constitute a cause for filing a complaint with the ABC Board pursuant to D.C. Official Code § 25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested,


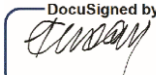
postage prepaid, or hand delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt:

If to Applicant: Wharf LB, LLC t/a Lucky Buns
675 Wharf Street, SW
Washington, DC 20024
Attn: James Alexander McCoy Phone: 202-746-2513 e-mail: chefalexmccoy@gmail.com

If to ANC:
Advisory Neighborhood
Commission 6D

P.O. Box 71156 Washington, DC 20024-9998
Attn: Chair, ANC (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.

<p>ANC6D</p>  <p>Commissioner Fredrica Kramer Chair, ANC6D</p> <p>Date 3-14-24</p>	<p>Applicant: WharfLB, LLC t/a Lucky Buns)</p> <p>DocuSigned by:  7AEA18BD41DD4C6...</p> <p>Date</p>
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675 Wharf Street, SW, Washington, DC 20024
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