

November 16, 2025

VIA IZIS

Anthony Hood, Chairperson
District of Columbia Zoning Commission
441 4th Street, NW, Suite 200-S
Washington, DC 20001

Re: **Zoning Commission Case No. 11-03N: M Street Landing Pavilion**
Applicant's Response to the Statement of the Amaris Condominium

Dear Chairperson Hood and Members of the Commission:

The Applicant provides the following response to the Statement submitted by the Amaris Condominium. For context, counsel for the Amaris reached out to the Applicant yesterday evening with its proposed list of conditions. Less than 24 hours later, while the Applicant was working with its team members and tenant to evaluate each condition and prepare a response, the Amaris statement was filed in the record. The Applicant will reach out to counsel for the Amaris to see what progress can be made on the Amaris issues but wanted to provide the Commission with a response ahead of the hearing on Monday afternoon.

The Amaris Condominium is located on Parcel 9, within the heart of Phase 2 of the Wharf, a collection of high-density office, hotel, and other multifamily housing, all above a bustling and active retail and entertainment area that lines both sides of Wharf Street. The conditions that come with living in the middle of a vibrant mixed-use urban neighborhood like the Wharf were understood and acknowledged by each condominium owner under an "Urban Conditions Disclosure" ("**Disclosure**") that is part of the recorded Condominium. A copy of the Disclosure is attached as Exhibit A. Pursuant to the Disclosure, each owner acknowledges that they are part of a dense urban mixed-use environment adjacent to restaurants and other uses that will have impacts that are customary within such dense, mixed-use urban areas. In particular, the Disclosure expressly and repeatedly explains there will be noise, odor, traffic, and other impacts from outdoor seating and dining areas as well as live music, crowds, and active public spaces and programs along the "very active streets" surrounding the Condominium, including with late night/early morning operations and particularly on weekends and evenings.

As the Commission also knows, it is customary for impacts related to the operation of eating and drinking establishments to be addressed through the ABCA licensing process, typically through a cooperative or settlement agreement memorializing the hours, security, noise

mitigation, and other operations of the establishment. As the Amaris acknowledges, the Applicant's tenant and ANC 6D entered into a Cooperative Agreement that governs not only the Merchants Marina establishment that will be located within the Project but also the existing and already-operational Philippe Chow restaurant that is located within and outside the ground floor of the Amaris. While Merchants Marina is a freestanding outdoor bar / café, it will share operational features with the restaurant (such as kitchen and restrooms). Merchants Marina is not the only outdoor space; the restaurant also has a sizeable outdoor seating area located across from the Pavilion, closer to and adjacent to the Amaris.

The Applicant has reviewed the Amaris' proposed conditions. Some of the conditions are already addressed by existing Wharf operations, and the Applicant is able to accommodate some other requests as described below. Some, however, go beyond the scope of the Modification or would contradict the essential nature of the Pavilion as an outdoor bar / cafe in an urban mixed-use entertainment area and unduly impose operational limitations on the Pavilion beyond the already-agreed terms of the Cooperative Agreement.

Amaris Proposed Condition 1: Noise. Incorporate the following measures to address noise impacts:

a. Installation of sound-absorbing materials in Pavilion design to mitigate noise.

Applicant's Response: The Pavilion is an outdoor bar / café intended to operate as open-air seating, just like the outdoor seating for the adjacent restaurant, and so sound-absorbing materials would not materially address noise impacts. The Pavilion's enclosing elements (retractable roof louvers and side screens) are intended to be used only during inclement weather (in which case they would reduce the amount of noise generated by the establishment) or when not in use (in which case there are no noise impacts), so there is little reason to enhance them.

b. Limit Pavilion hours, especially for amplified sound, to avoid late-night disturbances as follows: 9:30 p.m. on weekdays, 10:30 p.m. on weekends.

Applicant's Response: The Cooperative Agreement already establishes hours of operation for the tenant in the Pavilion, which will close at midnight on Sunday to Thursday and 1:00 AM until Friday and Saturday—a full two hours earlier than the outdoor seating associated with the restaurant, which will run until 2:00 AM and 3:00 AM, respectively. Additional restrictions on the Pavilion's operating hours are inappropriate, particularly given its dense, ever-evolving urban mixed-use location that the Amaris owners acknowledged in the Disclosure.

c. Install real-time noise monitoring equipment and require compliance with DC's noise ordinance. Provide public access to noise data.

Applicant's Response: Operations in the Pavilion will comply with the D.C. noise regulations (20 DCMR Chapter 27), and so the Applicant and the Amaris concur on this point. Real-time monitoring is an unnecessary step, particularly in light of the many other sources of noise-generating activity around the Amaris, all of which are described and acknowledged in the Disclosure.

d. Prohibit or strictly limit outdoor speakers, TVs, and live music

Applicant's Response: The Pavilion will include outdoor speakers and televisions in accordance with the Cooperative Agreement. The Applicant notes that the outdoor dining for the associated restaurant includes outdoor speakers; the Applicant is unaware of any complaints regarding such speakers, and there is no reason to think that similar speakers in the Pavilion will have any greater impact, particularly given that the Pavilion is further away. The tenant does not anticipate live music in the Pavilion and the Applicant will agree to a condition prohibiting live music.

Amaris Proposed Condition 2: Security. On-site security during all operating hours, especially evenings and weekends, and that such charges not be apportioned to Amaris. Further, a security plan should be developed in coordination with local police, including rapid response protocols for disturbances.

Applicant's Response: The District Wharf Community Association ("DWCA") security is led by Diane Groomes, who previously served for 27 years with the Metropolitan Police Department. Diane and The Wharf have a great relationship with the First District Commander Colin Hall, who comes to the Wharf regularly. The Southwest Business Improvement District also has a great relationship with MPD. The BID has relationships with all the shift commanders for District 1, including a direct line to the shift commander and can get immediate attention when needed.

There are over 500 Kastle security cameras in the common areas and garage at the Wharf, which are monitored in the DWCA's Command Center. The DWCA security team coverage is 24/7 and 365 days/year. MPD's average cited response time to The Wharf is currently 3-5 minutes, partly because they often have a presence on site.

In addition to the foregoing Wharf-wide security measures, the tenant will have security cameras that cover the Pavilion as set forth in Section 13 of the Cooperative Agreement.

Therefore, security for the Pavilion is addressed by DCWA's sitewide security plan coordinated with MPD as well as site-specific security measures for the Pavilion. On-site security personnel specific to the Pavilion is unnecessary given the site wide presence by DCWA and MPD.

Amaris Proposed Condition 3: Loading. Loading /unloading on M Street Landing (in front of Amaris) should be prohibited, and loading/unloading from the building to the Pavillion should be limited to certain hours (e.g., no late-night deliveries / trash removal) to reduce noise and

traffic / service carts movement across the plaza during sensitive periods. Deliveries should be scheduled during off-peak hours.

Applicant's Response: Operations for the bar / café in the Pavilion are shared with the Philippe Chow restaurant, and so deliveries are anticipated to come to and through the restaurant. This means that deliveries to the Pavilion will use the existing loading dock within Parcel 9. The Second-Stage PUD Order for Parcel 9 included conditions memorializing the Loading Management Plan for deliveries using that dock, and so deliveries to the Pavilion are already managed pursuant to an already-approved Zoning Commission management plan. Further, the Cooperative Agreement also requires use of the loading dock. With that said, the Applicant agrees to a condition memorializing the foregoing, which will ensure that regular loading and unloading activity does not take place on M Street Landing.

Amaris Proposed Condition 4: Parking. The Applicant must provide clear signage and real-time updates to help direct drivers to available spaces. Cameras should be used to enforce parking rules and prevent illegal parking.

Applicant's Response: The proposed condition does not appear to be related to the Pavilion, which only has a handful of seats and will have limited additional impacts on parking and vehicular circulation against the overall scale of operations at the Wharf, which again were acknowledged by the Amaris owners through the Disclosure when they purchased units within the Wharf's dense urban mixed-use environment.

Finally, although not noted in the statement to the Commission, counsel for the Amaris had also asked for the Applicant to consider a mechanism for addressing complaints related to the Pavilion. A representative of the Applicant (currently the Retail Property Manager) will serve as the direct point of contact with the Amaris General Manager, and the Amaris General Manager should also feel free to contact the Wharf Command Center for urgent and off-hours issues. Residents of the Amaris should reach out to their General Manager, who will then each out to the Applicant's contact or the Command Center as appropriate.

Conclusion

In conclusion, the Applicant proposes the following conditions regarding the operation of the Pavilion:

- Noise: Live music will not be permitted within the Pavilion.
- Loading: Deliveries to the Pavilion will utilize the same loading facilities within Parcel 9 as the associated restaurant and shall be subject to the same Loading Management Plan, which is set forth in Condition C.2 of Z.C. Order No. 11-03J(2) (the Second-Stage Order that governs Parcel 9).

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All other conditions proposed by the Amaris are already addressed or run counter to settled expectations regarding the presence and operation of the outdoor bar / café within the Wharf's dense, urban, mixed-use environment.

Please do not hesitate to contact David Avitabile at 202-721-1137 with questions regarding this application. We look forward to the Commission's consideration of this matter at the public hearing on Monday.

Very truly yours,

/s/
David Avitabile

Enclosure

CERTIFICATE OF SERVICE

On November 16, 2025, I caused a copy of the foregoing letter and enclosure to be delivered by electronic mail to the following:

Joel Lawson
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/s/ _____

David Avitabile

EXHIBIT A – AMARIS URBAN CONDITIONS DISCLOSURE

[attached]

EXHIBIT B

Urban Conditions Disclosure Amaris, A Condominium (Washington, District of Columbia)

Each Unit Owner, by accepting a deed to any Unit, acknowledges and agrees that he or she has read and understood the following disclosures regarding the Unit(s) acquired by such Unit Owner:

Unit Owner acknowledges that, because the Unit is part of a multifamily condominium building, there may be other condominium units or Common Elements above, below and/or next to the Unit, and that noise, vibrations and odors are frequently transmitted between and into condominium units. Declarant has no control over the residents of such condominium units or noise generated from common area spaces and shall not be liable for the conduct of such residents, including, without limitation, any noise, vibrations or odors that such residents may cause. Declarant has no control over and is not responsible for noise, vibration or odor penetration into a Unit or Common Elements generated from adjoining properties, loading docks and/or vehicular pedestrian traffic outside of the Unit or Common Elements or by trash rooms or chutes, cooking, smoking, elevators, heating and air conditioning equipment, mechanical systems or plumbing systems, whether located or performed within the Unit, the other Units, including, but not limited to, adjoining or adjacent Units, the Common Elements, the public areas, any other portions of the Condominium or from outside of the Condominium; or noise and vibration between Units, floors, ceilings, walls, and the Common Elements, including but not limited to the mechanical equipment, fitness area, indoor pool, spa, sauna, and locker rooms on the 2nd floor, the residents' lounge and screening room and guest suite on the 3rd floor, and an outdoor green-roof terrace on the 6th floor. Each Unit Owner is encouraged to be considerate of their neighbors by taking measures to minimize the noise, vibrations and odors that may be transmitted from their unit. Unit Owner acknowledges and understands that, pursuant to Article VI, Section 4(j) of the Bylaws of the Condominium, sufficient carpeting or rugs shall be maintained on a minimum of eighty percent (80%) of the hardwood and tile flooring (including stairways, kitchen and bathroom areas) in the Unit to aid in the reduction of sound transmission. Further, Unit Owner acknowledges that, if the Unit is located on the penthouse floors or near the skylights, VRV and HVAC equipment, garage exhaust fans, Green Roofs and Landscape Areas (in particular on the 3rd and 4th floor of the Condominium Building), the Unit may be subject to noise, vibrations and condensation transmitted from conduits, ducts, vents, fans, motors and mechanical equipment located on or adjacent to the roof of the Condominium or common spaces, including, without limitation, noise and vibrations transmitted from the VRV and HVAC equipment and the elevator equipment located on the roof. Declarant shall not be liable for failure by the Unit Owners Association to maintain any mechanical equipment serving the Condominium. Additionally, Units 301, 305, 406, and 407 may be subject to noise from garage exhaust fans. Noise sensitivity may vary from person to person. Therefore, it is the Unit Owner's responsibility to determine whether the Unit Owner or any member of its household may be particularly sensitive to noise.

The Condominium is part of the larger mixed-use project known as "The Wharf" and currently planned to include among other uses, residential condominium dwelling units (including the Unit), mixed-use residential rental apartments, offices, hotels, restaurant and retail spaces,

music venues, public piers, a yacht club and/or private marina, a church, and an underground shared public and private parking garage. Portions of The Wharf are designated as "Special Events Areas" including, without limitation, Sutton Square, The Grove, The Green, The Wharf Marina, the Capital Yacht Club piazza, and as such may be subject to public and commercial events, outdoor seating, cafes, street musicians, buskers, live music, large seasonal events or gatherings, and street closures. Unit Owner expressly acknowledges that the Unit is part of an urban mixed-use project and environment and as such, there will be adjacent land uses and public activities (in addition to residential uses and activities) occurring above, below and/or next to the Unit, as well as future on-going construction and development around the Condominium, including, without limitation, the development, construction, operations and associated noise, dust, vibrations, odors, and disruptions customary to a dense, urban mixed-use environment including offices, retail stores and restaurants which may include outdoor seating and dining areas, live music, marina and water activities, active public spaces programmed with public events and public piers located at the street level as well as in and around the buildings within The Wharf. Unit Owner further acknowledges the general nature of a dense urban mixed-use environment which includes general street traffic, garbage trucks and loading docks, maritime and air traffic, and the noise, vibrations and odors that may be transmitted from such uses and activities adjoining the Condominium and that may affect the Unit, including, without limitation, odors associated with cooking food exhausted from such restaurants, live music, outdoor dining and crowd and traffic noise made by the general public, maritime and air traffic, and patrons of such restaurants, retail stores and performances. Any such noise, vibrations and odors are likely to be greater when experienced from the balcony or terrace, if any, appurtenant to the Unit or outdoor common area space. Specifically with respect to the retailers, operators, music venues, uses, bars and restaurants in and along Maine Avenue, Parker Row, Wharf Street, and/or adjoining the Condominium, which are contemplated to be very active streets and will be subject to weekly (and potentially daily) street closures, events, outdoor seating and late night/early morning operation and, therefore, are likely to be, a vibrant and noisy urban stretch particularly on weekends and evenings. Unit Owner expressly acknowledges that this is the nature of an urban environment with a myriad of vibrant urban uses and that Declarant will have no ongoing control including impacts associated with types of uses and activities, hours of operation and usage, traffic, or pedestrian noise. Declarant shall not be liable to the Unit Owner, the Unit Owners Association, their successors or any other party for any such uses and activities, including, without limitation, any noise, vibrations or odors caused thereby.

Access to the parking facility serving the Condominium will be through a shared use parking garage, consisting of a public parking garage on the P-1 and P-2 levels and reserved spaces on the P-2 and P-3 levels for users of the public piers, marina, and adjacent office buildings. Unit Owner acknowledges that access to such parking facility will be by means of an entrance ramp, floor to floor ramps, and drive aisles located on Parcel 10 directly adjacent to and beneath the Building that includes the Condominium. There will be reserved parking spaces at the street level directly in front of the Building dedicated for retail deliveries and vehicular and pedestrian loading and unloading zones along Maine Avenue. There will also be a car elevator near the front entrance of the Building lobby that will be staffed on a limited basis with hours, use, and operation subject to such Rules and Regulations promulgated by the Board of Directors from time to time. Declarant makes no representations regarding the availability, use or operation of the car elevator, or any other shared amenities, including the wellness area with fitness area, indoor pool, spa, sauna, the locker rooms on the 2nd floor of the Building, the residents' lounge and screening room and guest suite on the 3rd floor, and the outdoor green-roof terrace on the 6th floor. Further, The Wharf is

presently anticipated to include apartment, hotel and restaurant uses within the buildings located in close proximity to the Condominium. Unit Owner acknowledges that such apartment, hotel and restaurant uses may include rooftop lounges, outdoor seating and dining, valet stands and other uses and activities that will impact the Condominium, including, without limitation, by vehicular and pedestrian traffic on the streets and sidewalks adjacent to the Condominium, and by crowd and traffic noise made by the customers of such hotels and restaurants. Because of their proximity, the Units located along the perimeter of the Building are likely to experience greater impacts from the uses adjoining the Condominium.

Unit Owner is purchasing the Unit subject to, and accepts all the risks noted above and associated with, conditions related to urban environments and inherent with a mixed-use project including, but not limited, to noise created by adjacent neighbors/property owners, schools, parks, bars, restaurants, nightclubs, loading docks, piers, maritime traffic, construction, general street traffic, emergency vehicles, aircraft, general airport noise, noise and vibrations common in multi-dwelling buildings (from equipment such as, including but not limited to, exhaust fans and air condenser units) and other noise common in urban settings; common urban pests; vibrations from large vehicles such as waste removal vehicles, buses, Metrorail trains, maritime traffic and street cleaning equipment; odors including trash, smoking and other odors emanating from adjacent properties or other units in a multi-dwelling building, offices, hotels, restaurant and retail spaces and, future ongoing construction and development of surrounding property that may impact Unit Owner including, but not limited to, the light and air of the Unit and views from the Unit. There is a speaker system at the street level of The Wharf which may be used to broadcast music and announcements to the public and one of the piers within the marina will be used as a fueling station. The Wharf includes a number of heritage trees along Maine Avenue, which are required to remain in place and therefore may obstruct views of certain Units. Solar panels located on the roofs of adjacent buildings may reflect sunlight or other light sources causing glare or light pollution for certain Units. There will be decorative and functional lighting throughout The Wharf, including catenary lighting above retail level between the Condominium and adjacent properties that may increase ambient light levels. In addition, the fountain located within The Green may be illuminated in connection with certain public events, including light and water-based art exhibits.

As depicted on the Condominium Plat and Plans, the Washington Metropolitan Area Transit Authority ("WMATA") green line Metrorail train runs through segments of underground tunnels located beneath the Building. Some noise and vibrations emanating from train operations may be experienced in the Units and other areas of the Building which may vary based on a number of factors including, without limitation, the location of any Unit or Common Element within the Building, individual human perception and response, and variables associated with train operations, such as hours of train operation, the rate of speed at which trains may operate from time to time, the physical condition of the WMATA tunnel, trains, rails and related equipment. Custom engineered building isolation systems, designed and manufactured by industry experts in acoustic technology and manufacturing, are installed beneath the parking garage subflooring which are designed to dampen noise and vibration from train operations in order to reduce the transfer of noise and vibration that may travel into the Building structure. Such systems, however, may not eliminate the transfer of all noise and vibrations. The Declarant makes no representations or warranties as to any reduction or elimination of noise and vibrations in the Condominium or with respect to any matter relating to the operation of Metrorail trains beneath and in the vicinity of the Condominium including, without limitation, the perception and effects of noise and

vibrations on any individual Unit Owner or occupant, and shall have no duties, obligations and/or liability associated with respect to any such matters.

A third-party environmental consultant, GEI Consultants, Inc., prepared a Phase II Environmental Site Assessment in December 2018 (the "Phase II ESA") for The Wharf Phase 2 Project (the "Project"), a portion of which includes the land on which the Condominium is located. The Phase II ESA was prepared prior to development activities on the site. The Phase II ESA notes that the historical use of the site and surrounding areas included former gas stations and service shops with historical use of underground storage tanks, and identified low levels of volatile organic compounds and polychlorinated biphenyls and elevated concentrations of total petroleum hydrocarbons as diesel range organics in the soil. During development excavation and other construction work, occurring generally from April 2019 through October 2020, ESC Capital Services, PLLC ("ECS"), a third-party environmental services provider, monitored soil excavation activities and the segregation and removal of petroleum-impacted soil from the Project site. ECS prepared a report in January 2021 (the "ECS Report") that summarized their findings and includes independent laboratory analysis. Based on the assessment and construction activities referenced in the ECS Report, ECS concluded that no further soils or groundwater remediation actions are considered necessary. The foregoing disclosures are based on third-party reports provided to the Declarant and the Declarant makes no representation or warranty as to any matters set forth in this Section. Copies of the Phase II ESA and the ECS Report are available to purchasers upon request.

Unit Owner is advised that the Condominium is included in a restricted parking zone that requires visitors to, and residents of, the zone to have an appropriate parking permit for on-street parking. As part of the project approval process, the District of Columbia required that the Condominium be removed from the list of properties eligible to apply for Residential Permit Parking ("RPP") and for that reason the District will not issue parking permits (RPP zone stickers) to the Unit Owners or Occupants of Units within the Condominium.

The District of Columbia has adopted the Southwest Waterfront Bond Financing Act of 2008, as amended, effective October 22, 2008 (D.C. Law 17-252; D.C. Official Code, §2-1217.131 et seq. and §47-895.01 et seq., hereinafter, the "Act"), pursuant to which it has established the Southwest Waterfront PILOT/TIF Area ("SWWF PILOT/TIF Area") and the Southwest Waterfront Improvement Benefit District ("SWWF Benefit District") with the intent to issue up to a maximum of \$198,000,000 of Southwest Waterfront Project Revenue Bonds to finance infrastructure and other improvements to be located in a portion of the SWWF PILOT/TIF Area and SWWF Benefit District which area includes the Condominium. On September 3, 2015, the District of Columbia issued the initial phase of \$145,445,000 Southwest Waterfront Project Revenue Bonds (The Wharf Project) Series 2015 (Federally Taxable) ("Series 2015 Bonds"). Additional bond offerings up to the total maximum are expected. The revenue bonds including the Series 2015 Bonds, are secured by payments in lieu of real property taxes (the equivalent of real property taxes and referred to as "PILOT" payments) and also secured by sales taxes generated within the SWW PILOT/TIF Area and SWWF Benefit District. As noted, the Condominium (and correspondingly, the Units) are located within both the SWWF PILOT/TIF Area and SWWF Benefit District. Accordingly, the Condominium (and correspondingly, the Units) are subject to the PILOT payments in lieu of real property taxes as well as the provision for a special assessment, if applicable, as provided for under D.C. Official Code §47-895.03.