

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

In the Matter of:)
)
Wine Outlet III, LLC)
t/a The Wine Outlet)
)
Applicant for a New)
Retailer's Class B License)
)
at premises)
3210 Grace Street, NW)
Washington, D.C. 20007)
)

Case No.: 17-PRO-00048
License No.: ABRA-105815
Order No.: 2017-605

Wine Outlet III, LLC, t/a The Wine Outlet (Applicant)
Lisa Palmer, Commissioner, Advisory Neighborhood Commission (ANC) 2E
Robert P. vom Eigen, President, Citizens Association of Georgetown (CAG)
Esther du Toit, on behalf of A Group of Five or More Individuals

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member
Jake Perry, Member
Donald Isaac, Sr., Member

**ORDER ON SETTLEMENT AGREEMENT AND WITHDRAWAL OF PROTESTS
AND DISMISSAL OF A GROUP OF FIVE OR MORE INDIVIDUALS' PROTEST**

The Application filed by Wine Outlet III, LLC, t/a The Wine Outlet (Applicant), for a new Retailer's Class B License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on September 11, 2017, and a Protest Status Hearing on October 4, 2017, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 2E, and CAG have entered into a Settlement Agreement (Agreement), dated October 31, 2017, 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; Commissioner Lisa Palmer, on behalf of ANC 2E; and Robert P. vom Eigen, on behalf of CAG; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 2E and CAG.

In addition, the Board dismissed the Protest of the Group of Five or More Individuals pursuant to D.C. Official Code § 25-609(b), which states that "...In the event that an affected ANC submits a settlement agreement to the Board on a protested license application, the Board, upon its approval of the settlement agreement, shall dismiss any protest of a group of no fewer than 5 residents or property owners meeting the requirements of § 25-601(2)..."

Accordingly, it is this 6th day of December, 2017, **ORDERED** that:

1. The Application filed by Wine Outlet III, LLC, t/a The Wine Outlet (Applicant), for a new Retailer's Class B License, located at 3210 Grace Street, NW, Washington, D.C., is **GRANTED**;
2. The Protests of ANC 2E and CAG in this matter are hereby **WITHDRAWN**;
3. The above-referenced Settlement 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 7 (Binding Effect) – The term "assigns" shall be removed.

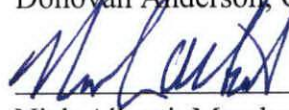
The parties have agreed to this modification.

4. The Protest of the Group of Five or More Individuals is **DISMISSED**; and
5. Copies of this Order shall be sent to the Applicant, ANC 2E, CAG, and Esther du Toit, on behalf of the Group of Five or More Individuals.

District of Columbia
Alcoholic Beverage Control Board



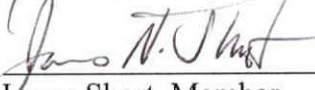
Donovan Anderson, Chairperson



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).

**SETTLEMENT AGREEMENT BETWEEN WINE OUTLET III LLC, ADVISORY
NEIGHBORHOOD COMMISSION 2E AND THE CITIZENS ASSOCIATION OF
GEORGETOWN**

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 31st day of October, 2017, by and between THE WINE OUTLET III LLC ("Applicant"), Advisory Neighborhood Commission 2E ("ANC2E") and The Citizens Association of Georgetown ("CAG") also referred to collectively as the "Parties."

RECITALS

Whereas, the Applicant has applied to the Alcoholic Beverage Regulation Administration for the issuance of a new Off-Premises Retailer Class "B" License (the "License") for the Premises located at 3210 Grace Street, NW Suite 150 (the "Premises"),

Whereas, the Parties wish to enter into a Settlement Agreement pursuant to D.C. Official Code § 25-446 to address concerns related to peace, order and quiet.

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. Hours of Operation. Applicant agrees that its hours of operation shall be as follows:
 - a. Hours of Operations
 - i. Sunday through Saturday: 11:00am – 8:00pm
3. Service Standards. No kegs or jugs of wine will be sold to patrons at any time. Additionally, no malt liquor will be sold at any time.
4. Business.
 - a. No music played inside the Premises or other noise coming from inside the Premises shall be audible either on the street in front of the Premises or in surrounding residences, including within residences of 3210 Grace Street, NW, at any time;
 - b. While the Establishment may offer classes and tastings pertaining to wine and food that the Establishment carries in the Establishment and charge a fee for such educational programming, cover charges for entertainment will never be collected to enter the Premises or partake in the Applicant's offerings;
 - c. Applicant shall use best efforts to discourage loitering in the vicinity of the Premises; Applicant's staff shall report all incidences of public consumption of alcohol products sold on the Premises, which it witnesses, to the Metropolitan Police Department.
5. Deliveries
 - a. All deliveries to the Premises shall be made Monday through Friday between 11:00am and 4:00pm.
 - b. Applicant shall require its vendors to make all deliveries from a legally parked vehicle.

6. Trash.

- a. All trash will be stored in the designated trash area inside the garage designated in a pre-existing agreement between Grace St Property LLC in its capacity as the 3210 Grace Street Commercial Condominium Association (the "Commercial Association") and 3210 Grace Street Residential Unit Owners Association (the "Residential Association") - at no times will trash be stored outside;
- b. Bottles shall be discarded only during the hours of the business' operations;
- c. Trash shall be picked up along with the other trash and recycling generated by the Commercial Association; the Applicant shall not schedule additional pickups beyond what is already scheduled by the Commercial Association;
- d. Applicant shall maintain the storefront in a clean and tidy manner. Furthermore, Applicant shall ensure that all litter related to the Applicant's business in the public space adjacent to and in front of the premises shall be picked up by Applicant's staff at least once a day and shall be kept, generally, in a clean and tidy manner at all times.

7. Binding Effect. This Agreement shall be binding upon and enforceable against the Licensee and successors and assigns of the Applicant.

In consideration of the agreements set forth above, ANC2E and CAG shall, upon approval of this agreement by the Alcoholic Beverage Regulation Administration, agree not to Protest the application for a new License at the Premises.

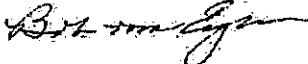
IN WITNESS WHEREOF, The Parties have executed this Agreement as of the date first above written.

[Signatures continue on following page.]

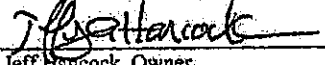
ADVISORY NEIGHBORHOOD COMMISSION 2E

By: 
Signatory: Lisa Palmer, Commissioner ANC2E05

THE CITIZENS ASSOCIATION OF GEORGETOWN *President*

By: 
Signatory

WINE OUTLET III LLC

By: 
Jeff Hancock, Owner