

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

In the Matter of:)	
)	
GothWine Limited Liability Company)	
t/a Apero DC)	
)	
Application for a New)	Case No.: 20-PRO-00046
Retailer's Class CR License)	License No.: ABRA-116925
)	Order No.: 2021-099
at premises)	
2622 P Street, NW)	
Washington, D.C. 20007)	

GothWine Limited Liability Company, t/a Apero DC, Applicant

Gwendolyn Lohse, Commissioner, Advisory Neighborhood Commission (ANC) 2E, Protestant

Tara Sakraida Parker, on behalf of Citizens Association of Georgetown (CAG), Protestant

Robert W. Stout, Abutting Property Owner, Protestant

Robert M. Yahn and Linda C. Yahn, Abutting Property Owners, Protestant

Neel Lund, Abutting Property Owner

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Bobby Cato, Member
Rema Wahabzadah, Member
Rafi Aliya Crockett, Member
Jeni Hansen, Member
Edward S. Grandis, Member

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF PROTESTS**

The Application filed by GothWine Limited Liability Company, t/a Apero DC (Applicant), for a new Retailer's Class CR License, having been protested, came before the

Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on November 2, 2020, and Protest Status Hearing on December 10, 2020, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 2E, CAG, Robert W. Stout, Robert M. Yahn and Linda C. Yahn, and Neel Lund entered into a Settlement Agreement (Agreement), dated February 17, 2021, that governs the operations 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 Gwendolyn Lohse, on behalf of ANC 2E; Tara Sakraida Parker, on behalf of CAG; Robert W. Stout; Robert M. Yahn and Linda C. Yahn; and Neel Lund; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 2E, CAG, Robert W. Stout, and Robert M. Yahn and Linda C. Yahn.

Accordingly, it is this 24th day of February 2021, **ORDERED** that:

1. The Application filed by GothWine Limited Liability Company, t/a Aperó DC, for a new Retailer's Class CR License, located at 2622 P Street, NW, Washington, D.C., is **GRANTED**;
2. The Protests of ANC 2E, CAG, Robert W. Stout, and Robert M. Yahn and Linda C. Yahn in this matter are hereby **WITHDRAWN**;
3. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Applicant's establishments is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modifications:

Subsection 4(c)(ii) (Hours of Operation) – The following language shall be added: “Special event is defined as an infrequently occurring event outside normal activities of the Applicant.”

Subsection 6(b) (Service Standards) – The language “DC Alcohol and Serve Safe Regulations” shall be replaced with “DC Alcohol laws and regulations.”

Subsection 9(c) (Business) – The term “send” shall be replaced with “end.”

Section 14 (Binding Settlement) – The language “to petition the ABC Board for issuance of an order to show cause” shall be replaced with “to file a complaint with the ABC Board.”

The parties have agreed to these modifications.

4. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: ac43086666d5f094477200231dccc8

Donovan Anderson, Chairperson

James Short, Member

eSigned via SeamlessDocs.com
James Short
Key: b56d33ca4fba1466776b75bd78162f

Bobby Cato, Member

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Rema Wahabzadah, Member
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Rema Wahabzadah, Member

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Rafi Aliya Crockett, Member
Key: b560e91842e1f0e4016155e5c12f81cc

Rafi Crockett, Member

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Jeni Hansen, Member
Key: 82172931f5009447491b060e2a4189f

Jeni Hansen, Member

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Edward Grandis, Member
Key: 5027bda7f970040ec14ddeb52541ce5

Edward S. Grandis, 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 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).

Goth Wines 2622 P Street NW
Settlement Terms

This Settlement Agreement ("Agreement") is made on the 17th day of February 2021 by and between GothWine LLC ("the Applicant") with Advisory Neighborhood Commission 2E ("the ANC"), the Citizens Association of Georgetown ("CAG") and the listed abutting neighbors to the property of 2622 P Street NW, also referred to collectively as the "Parties". The abutting neighbors include those neighbors who would have been "protesters" for the Protest hearing.

RECITALS

Whereas, the Applicant has applied to the Alcoholic Beverage Regulation Administration with License Number ABRA-116925 for the issuance of a new Class "C License (the "License") for the Premises located at 2622 P Street (the "Premises"), and

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. Nature of Operations.
 - a. Class C.
3. Occupancy.
 - a. Inside: 46 or maximum allowed by Certificate of Occupancy.
 - b. Summer Garden: 18.
4. Hours of Operations.
 - a. Inside dining room:
 - i. M-T 6am – 1am; F-Sun 7am – 1am;
 - b. Summer garden:
 - i. M-T 8am – 10pm;
 - ii. F-S 8am -11pm;
 - iii. Sundays 9am-10pm;
 - iv. NOTE: These Summer Garden hours and occupancy numbers are be revisited by the Settlement parties after one year of operations/all phases of the COVID Emergency Period is deemed over by the Mayor.
 - c. Exceptions to the standard operating hours shall be granted for:
 - i. In the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours for specific occasions, such as Inauguration, Applicant may avail itself of such extended hours;
 - ii. January 1 of each year Applicant may operate for one additional hour or other special events.

Goth Wines 2622 P Street NW
Settlement Terms

5. Summer Garden.

- a. At all times, the Summer Garden will be fully covered via enclosure roof, enclosed per the Settlement and the enclosure shall be maintained in good and functional order at all times of operation; see addendum on the mutually agreed upon details for the enclosure.
- b. All customers shall enter and exit the Summer Garden via the restaurant.
- c. The Applicant will add greenery that blocks the view of patrons and employees into the back patios/inside rooms of the abutting residences on 27th; the greenery arrangement will block views that can be had from the deck/top of the staircase into the Summer Garden, down the staircase into the Summer Garden and when in the Summer Garden. The greenery will be maintained in good order at all times/seasons.
- d. Patrons using the Summer Garden will always be assigned a seat and be seated with no more than 6 in a party except for special events, which occur very infrequently;
- e. All lights in the Summer Garden must at all times be pointing downwards onto the Summer Garden. At no time shall any light on the backside of the premises shine into residents' properties;
- f. To clarify Section 7 below, no music will be played in the Summer Garden;
- g. No smoking will be allowed in the Summer Garden by patrons or employees;
- h. The floor of the Summer Garden shall be swept (not vacuumed, due to noise) every evening at the close of operation to prevent attracting rodents.

6. Service Standards.

- a. No pitchers of beer or other multi-serve containers containing beer will be sold to patrons at any time;
- b. All DC alcohol and Serve Safe regulations will be followed.

7. Noise.

- a. No music played inside or other noise, either amplified or not amplified, coming from the inside the Premises shall be audible either on the street or in front of the Premises or in the surrounding residences;
- b. Doors of the Premises will be kept closed except when persons are in the act of using the door for ingress to or egress from the Premises;
- c. Applicant shall present only recorded background music inside the Premises;
- d. Applicant will not install any speakers on the exterior of the Premises, and no speakers will be installed in or in any way directed to the exterior of the Premises.

8. Patrons and Employees.

- a. Applicant shall take reasonable and immediate action to prevent its patrons and employees from causing unreasonable noise, disturbances or loitering in the area immediately outside the Premises along P Street and 27th Street;
- b. Applicant shall highly discourage its patrons and employees from smoking in the locations immediately outside the Premises along P street;
- c. Applicant shall use its best efforts to discourage loitering in the vicinity of the Premises.

Goth Wines 2622 P Street NW
Settlement Terms

9. Business.

- a. No promoters will conduct business on the Premises;
- b. Cover charges will never be collected to enter the Premises or partake in the Applicants offerings, with the exception of previously announced ticketed, special events;
- c. Alcohol sales will send 30 minutes prior to the closing "last call". However, patrons may remain on the Premises until the end of Hours of Operation.

10. Deliveries.

- a. Applicant shall require its vendors to make all deliveries from a legally parked vehicle.

11. Trash Pick-up and Removal.

- a. Trash pick-up will occur one time per day, at a minimum of six days per week except on federal holidays and/or when trucks cannot access the roads because of inclement weather;
- b. Applicant will create/build a trash enclosure so that cans are not visible from adjoining properties;
- c. Trash will be stored in rodent protected designed trash cans;
- d. Applicant will work to coordinate trash pick-up in a manner so that trash waiting for pick-up is outside on P street the least amount of time as feasibly possible;
- e. Applicant's employees shall not dispose of bottles or glass in a manner which creates noise audible outside the Premises from 8pm to 8am;
- f. Trash shall not be scheduled for pick-up between the hours of 10pm and 7am;
- g. The public space in front of the Premises is to be kept tidy at all times and litter is to be removed by the Applicants staff at least once a day when the business is operating;
- h. Applicants will maintain professional, licensed cleaners to provide routine cleaning of the Premises as needed to maintain cleanliness;
- i. Applicant will maintain a contract with a professional, licensed rat, pest, and vermin control company to provide for routine inspection of the Premises as needed to control pests.

12. Public Complaint Log.

- a. The Establishment's website will prominently feature the name and contact information for an individual to which any comments about the operation of the establishment may be addressed. The Applicant shall maintain a log for every complaint lodged with the establishment for any issue relating to this Agreement, including, but not limited to, complaints of noise, parking congestion, traffic congestion, security, trash, rodents, incidents, violence, crime, and/or operating hours. The log shall include, for each separate complaint, to the extent provided by any such complainant, the name of the complainant, the date of the complaint, any contact information provided by the complainant, the nature of the complaint, and the response taken by the Applicant or the Establishment. Every complaint shall be kept on file in the complaint log for a minimum of three years from the date on which the complaint was made. Applicant shall make the complaint log available to the Board for inspection and copying upon reasonable advance request.

Goth Wines 2622 P Street NW
Settlement Terms

13. Ingress and Egress.

- a. All patrons and staff shall use the designed front entrance as the ingress and egress given it is the only official entrance/exit.

14. Binding Settlement.

- a. This Agreement shall be binding upon and enforceable against the Licensee and any successors of the Applicant.

In consideration of the agreements set forth above, ANC2E, CAG and the abutting neighbors 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. Future failure of the Applicant to adhere to the foregoing commitments would constitute grounds for any or all of the Parties to petition the ABC Board for issuance of an order to show cause. Prior to petitioning, however, Protestants shall notify the Applicant of any perceived violations and afford Applicant at least ten (10) calendar days in which to address or rectify the perceived violation.

This written agreement constitutes the only agreement among the parties and may be modified only by the written agreement of all the parties.

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

GOTH WINE LLC

By Elizabeth Benchimol

Elizabeth Benchimol, Co-owner

ADVISORY NEIGHBORHOOD COMMISSION 2E

By Gwendolyn Lohse

Gwendolyn Lohse, Commissioner ANC 2E06

CITIZENS ASSOCIATION OF GEORGETOWN (CAG)

By Tara Sakraida

Tara Sakraida, President of CAG

ABUTTING NEIGHBOR

Robert and Linda Yahn

Robert and Linda Yahn

Goth Wines 2622 P Street NW
Settlement Terms

ABUTTING NEIGHBOR

Robert Stout

Robert Stout

ABUTTING NEIGHBOR

Neel M. Lund

Neel Lund

Addendum on Enclosure of Summer Garden

Recognizing that noise and other disturbances from the operation of the Summer Garden could potentially affect homeowners of the adjoining properties, and recognizing the value of a space that may be heated/cooled efficiently and that protects patrons from mosquitoes as well as from any noise or disturbances emanating from the adjoining properties, Applicant agrees that the Summer Garden shall be fully enclosed on all four side as much as feasibly allowed by District regulation and address the below:

1. The enclosure shall be a durable but non-permanent structure (essentially, a durable "tent" that sits on the patio floor).
2. The structure will be constructed of materials to minimize the transmission of noise to the surrounding neighbors and thus have sound insulating properties.
3. The Applicant agree to add some sound absorbing material to the interior of the enclosure should it prove necessary to limit the transmission of noise to the surrounding residences; if needed, sound-absorbing tiles on the interior of the structure ceiling will be considered for further noise abatement (these may be desirable for shade and privacy of the patrons as well).
4. The height on the 27th Street side of the structure shall be no greater than 8 foot, and no greater 10 foot on the opposite side. The applicant shall try to engage the residents on the height options given the height of the encloser will impact the abutting residences.
5. The enclosure shall have one entrance/exit that faces the back of the Premise. The entrance/exit will be kept closed at all times except when persons are in the act of using the door for ingress to or egress from the Summer Garden. An emergency exit at the rear of the enclosure may be added for emergency use only.
6. The applicant will keep all sides of the enclosure in place in all seasons; should any side be removed for ventilation it will not be the side facing the abutting residents or the roof of the enclosure.
7. The final specifications of the enclosure shall be memorialized as part of this Agreement prior to the opening of the establishment.

Signature Certificate

Document Ref : NHEUJ-XJU8B-QZ3GE-997GZ

Document signed by

	Gwendolyn Lohse Verified E-mail: 2e06@anc.dc.gov IP: 73.132.161.187 Date: 17 Feb 2021 18:57:30 UTC	
	Robert Stout Verified E-mail: robert.stout1419@gmail.com IP: 76.114.212.126 Date: 17 Feb 2021 19:13:57 UTC	
	Tara Sakraida Parker Verified E-mail: tara@sakraidaparker.com IP: 23.241.230.41 Date: 17 Feb 2021 19:18:22 UTC	
	Neel Lund Verified E-mail: neellund@gmail.com IP: 73.129.72.33 Date: 17 Feb 2021 19:35:01 UTC	

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17 Feb 2021 23:26:38 UTC

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Document signed by

	<p>Elizabeth Benchimol Verified E-mail: elligoth@aol.com</p> <p>IP: 107.77.203.127 Date: 17 Feb 2021 20:12:20 UTC</p>	<p><i>Elizabeth Benchimol</i></p> 
	<p>Robert and Linda Yahn Verified E-mail: lcyahn@aol.com</p> <p>IP: 69.261.232.52 Date: 17 Feb 2021 23:26:38 UTC</p>	<p>Robert and Linda Yahn</p> 

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