

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

In the Matter of:)	
Wine Seller, LLC)	
t/a St. Vincent Wine)	
Holder of a)	
Retailer's Class CT License)	License No.: ABRA-114428
at premises)	Order No.: 2023-404
3212 Georgia Avenue, NW)	
Washington, D.C. 20010)	
)	

Wine Seller, LLC, t/a St. Vincent Wine, Applicant

Michael Wray, Commissioner, Advisory Neighborhood Commission (ANC) 1E

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Bobby Cato, Member
Jeni Hansen, Member
Edward S. Grandis, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that Wine Seller, LLC, t/a St. Vincent Wine (Licensee), and ANC 1E have entered into a Settlement Agreement (Agreement), dated June 28, 2023, that governs the operations of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Commissioner Michael Wray, on behalf of ANC 1E, are signatories to the Agreement.

Accordingly, it is this 26th day of July 2023, **ORDERED** that:

1. The above-referenced Settlement 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 SeamlessDocs.com
Donovan Anderson
Key: ec43c08e95df709e4c730003d1cccc8

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 5478c373c02d6e6c8c1b332d42d49c

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 256d3fca02e186d7f4575bd7517c200

Bobby Cato, Member

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward S. Grandis, Member
Key: 5027bd47f9f0040ec14adeb52541ee5

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 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).



ADVISORY NEIGHBORHOOD COMMISSION 1E
GOVERNMENT OF THE DISTRICT OF COLUMBIA

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JOSH JACOBSON, SECRETARY
1E06@ANC.DC.GOV

BRIAN FOOTER, CHAIR
1E07@ANC.DC

**#1E-2023-0609: SETTLEMENT AGREEMENT BY AND BETWEEN ADVISORY NEIGHBORHOOD COMMISSION 1E
AND WINE SELLER, LLC T/A ST. VINCENT WINE**

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this ___ day of June 2023, by and between Wine Seller, LLC t/a St. Vincent Wine (the "Applicant"), and Advisory Neighborhood Commission 1E ("Protestant"), (collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant is the holder of a Retailers License Class "C" Tavern for a business establishment located at 3212 Georgia Avenue, NW, Washington, D.C. (the "Premises");

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board ("ABC Board") approve the Applicant's application conditioned upon the Applicant's compliance with the terms of this written agreement; and

WHEREAS, the Parties are desirous of entering into an 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 on (i) the peace, order, and quiet of the neighborhood and (ii) pedestrian safety and vehicular traffic, and to eliminate the need for a Protest Hearing regarding the application.

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 a tavern with an emphasis on alcohol and food sales and consumption. Any change from this model shall be considered by both Parties to be a substantial change in operation of great concern to residents and requires prior approval by the ABC Board.
3. **Hours of Operation and Sales:** Based on the current hours of operation and requested hours for entertainment, the ANC is not seeking any hours changes. Any future change in hours shall be considered by both Parties to be a substantial change in operation of great concern to residents and requires prior approval by the ABC Board.

Provided, however, (1) on days designated by the DC ABC Board as "extended Hours for ABC Establishments" Applicant may serve alcoholic beverages and provide entertainment for one additional hour (that is, one hour later in the morning) or later hours as authorized; (2) in the event the Council of the District of Columbia or the

DC ABC Board grant licensees in general extended operating hours Applicant may avail itself of such extended hours; (3) on January 1 of each year Applicant may serve alcoholic beverages and provide entertainment until 4 am.

4. **Floors Utilized and Occupancy:** The Applicant will operate its establishment on the ground and second floor and outdoor deck of the building and the summer garden. The Establishment will have no more patrons than permissible by DC Code and Fire regulations.
5. **Capacity, Music, Noise, and Privacy:**
 - a. Applicant shall at all times adhere to its occupancy limit as specific in its Certificate of Occupancy Permit, which shall remain posted in public view at all times.
 - b. Applicant shall post a conspicuous sign at each exit advising patrons of the residential neighborhood and the necessity of quiet departure. Applicant will encourage employees and patrons to be considerate of residents in the neighborhood after departing the building, by keeping conversations and other noises at a level that will not disturb peace, order, quite enjoyment and tranquility of residents in the enjoyment of their homes or generate a noise complaint.
 - c. Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall make architectural improvements to the property and take all reasonably necessary actions to ensure that music and noise from the Establishment are not audible within the adjacent residential properties.
 - d. Applicant further agrees to make all necessary improvements to the summer garden to ensure that noise from the summer garden is not audible within the adjacent residential properties.
 - e. Applicant shall configure any and all speaker systems such as to minimize sound from being heard outside the premises.
 - f. The parties agree to cooperate in conducting noise level checks to assure compliance with this subsection. In the event there shall be a violation of this subsection, Applicant shall take all steps reasonably necessary to prevent the repetition of such violation.
6. **Entertainment:** The Applicant may offer facilities for live performances with an entertainment endorsement and may have recorded and background music without an entertainment endorsement. "Entertainment" means live music or any other live performance by an actual person, including live bands, karaoke, comedy shows, poetry readings, and disc jockeys. The Applicant shall configure any and all speaker systems such as to minimize sound from being heard in the adjacent residential area. The parties agree to cooperate in conducting noise level checks to assure compliance with this subsection. In the event there shall be a violation of this subsection, the Applicant shall take all steps necessary to prevent the repetition of such violation. The Applicant will notify performers of the terms of the Entertainment endorsement, including hours on the Summer Garden, as necessary to maintain peace, order, and quiet in the surrounding residential area. Applicant will not have facilities for dancing in the summer garden area and shall not feature, market or promote dance parties in the summer garden area.
7. **Public Space and Trash:** Applicant shall keep the sidewalk, tree box(es), and abutting public spaces clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations and will inspect these areas a minimum of twice per day. Applicant will strictly comply with D.C. Municipal Regulations § 20-604 and to that end not engage in open burning of wood pallets or other wood debris. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed. Applicant will maintain privacy fencing to screen any dumpster from immediate view at street level on Morton Street. Applicant shall ensure that the area around the dumpster is kept clean at all times, 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 shall request that its trash and recycling contractors collect trash and materials no earlier than 7:00 a.m. and no later than 5:00 p.m. Recyclables will not be dumped after 10:00 p.m.

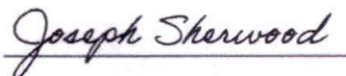
8. **Rats and Vermin Control:** The Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract upon the request of the Board. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there is not garbage and odors present the following morning.
9. **In the Community:** Applicant agrees to seek to maintain open communication with the Protestants, and the community for which the ANC acts.
10. **Contact Person:** Applicant shall provide Protestant with the name and cell phone number of a manager or the representative who shall be available to respond to issues arising under this Agreement or otherwise in connection with the operating of the establishment. Applicant shall update the name and/or number of the contact person as appropriate.
11. **Notice and Opportunity to Cure:** In the event that any of the parties is in breach of this Agreement, the party 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 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 the ANC to file a complaint with the ABC Board pursuant to D.C. Official Code § 25- 446(e) in order to enforce the provisions of the Agreement. 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 or receipt or refusal of receipt.

If to Applicant:

Wine Seller, LLC t/a St. Vincent Wine
3212 Georgia Ave., NW
Washington, DC
Attn: Joseph Sherwood
E: peyton@stvincentwine.com
(202) 413-9763

If to Protestants:

Advisory Neighborhood Commissions 1E
2605 Sherman Ave, NW
Washington, DC 20001
Attn: Brian Footer, Chairman
E: 1E@anc.dc.gov
202- 580-5490



Joseph Sherwood

Owner



Michael Wray

Commissioner, SMD 1E03

Advisory Neighborhood Commissions 1E

District of Columbia Government

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Certification:

At a regularly scheduled and publicly noticed meeting held on June 28, 2023, Advisory Neighborhood Commission 1E considered the above resolution. With a quorum of 5 Commissioners present, the Commission voted with 5 Yeas, 0 Nays, and 0 Abstentions, to adopt the above resolution.



Brian Footer
Chairperson, ANC 1E



Josh Jacobson
Secretary, ANC 1E