

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

In the Matter of:)
)
Church DC, LLC)
t/a Church/Georgetown Wing Co.)
)
Application for Substantial Change)
(Transfer to a New Location))
to Retailer's Class CT License)
)
at premises)
3222 M Street, NW)
Washington, D.C. 20007)
)

Case No.: 22-PRO-00005
License No.: ABRA-119851
Order No.: 2022-080

Church DC, LLC, t/a Church/Georgetown Wing Co., Applicant

Matthew Minora, Counsel, on behalf of the Applicant

Lisa Palmer, Commissioner, Advisory Neighborhood Commission (ANC) 2E, Protestant

Tara Sakraida, President, Citizens Association of Georgetown (CAG)

Johnny Abedrabbo, on behalf of a Group of Individuals

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

**ORDER ON SETTLEMENT AGREEMENT
AND WITHDRAWAL OF ANC 2E'S PROTEST**

The Application filed by Church DC, LLC, t/a Church/Georgetown Wing Co (Applicant), for a Substantial Change for a transfer to a new location from 3295 M Street, NW to 3222 M Street, NW, Washington, D.C, having been protested by the ANC 2E, came before the Alcoholic

Beverage Control Board (Board) for a Roll Call Hearing on February 7, 2022, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 2E, CAG, and a Group of Individuals have entered into a Settlement Agreement (Agreement), dated February 16, 2022, 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 Lisa Palmer, on behalf of ANC 2E; Tara Sakraida, on behalf of CAG; and Johnny Abedrabbo, on behalf of the Group of Individuals; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 2E.

Accordingly, it is this 2nd day of March 2022, **ORDERED** that:

1. The Application filed by Church DC, LLC, t/a Church/Georgetown Wing Co., for a Substantial Change for its Retailer's Class CT License, is **GRANTED**;
2. The Protest of ANC 2E in this matter is hereby **WITHDRAWN**;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; and
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: ac4306482004569e4b72059d14c08

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 547ax370950c0a1941b002920482

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 256d32bad0e146b70475b470173201

Bobby Cato, Member

eSigned via SeamlessDocs.com
Rafi Aliya Crockett, Member
Key: b560e91845e1f9e4016155e5c12f81cc

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 62172931f050e447491b369c2a418e

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5027bda7ff9f0040ec14adeb52541ce5

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).

SETTLEMENT AGREEMENT BETWEEN CHURCH DC LLC, ADVISORY NEIGHBORHOOD COMMISSION 2E, THE CITIZENS ASSOCIATION OF GEORGETOWN, AND GROUP OF 11 INDIVIDUALS

THIS SETTLEMENT AGREEMENT (“Agreement”) is made on this 16th day of February 2022, by and between Church DC LLC (“Licensee”), Advisory Neighborhood Commission 2E (“ANC2E”), The Citizens Association of Georgetown (“CAG”), and Johnny Abedrabbo, designated representative of a group of 11 individuals (“Group of Individuals”), also referred to collectively as the “Parties.”

RECITALS

Whereas, Licensee currently holds a Retailer’s Class C Restaurant ABC License (ABRA-106963) at Premises located at 3222 M Street, NW on the canal-level (“Premises”);

Whereas, the Licensee has applied to the Alcoholic Beverage Regulation Administration for the transfer of an existing Retailer’s Class C Tavern ABC License (ABRA-119851) (“License”) from 3295 M Street, NW to the Premises to replace its current Restaurant ABC License; 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. Hours of Operation and Service of Alcoholic Beverages. Licensee agrees that its hours of operation and service of alcoholic beverages shall be as follows:
 - A. Sunday and Monday: 10:00am – 1:30am;
 - B. Tuesday through Thursday: 8:00am – 2:00am; and
 - C. Friday and Saturday: 8:00am – 3:00am.

Additionally:

D. Alcohol sales shall end 30 minutes prior to closing (“last call”). However, patrons may remain on the Premises until the end of the Hours of Operation.

E. Exceptions to the stated hours shall be granted for:

- i. Days designated by the ABC Board as “Extended Hours for ABC Establishments” or “Daylight Savings Time Extension of Hours” Licensee may operate for one additional hour (that is, one hour later);
- ii. 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 or World Cup, Licensee may avail itself of such extended hours; and
- iii. On January 1 of each year Licensee may operate for one additional hour.

F. Operations on any outdoor areas which may be utilized by Licensee shall not exceed the following hours:

- i. Sunday and Monday: 10:00am – 11:00pm;
- ii. Tuesday through Thursday: 8:00am – 11:00pm;
- iii. Friday and Saturday: 8:00am – 12:00am.; and
- iv. Any prerecorded music on a temporarily expanded outdoor area shall end by 10:00pm daily.
- v. The capacity of the outdoor space shall not exceed 75 patrons.

G. The “last call” requirement in Section 2(D) above shall apply to outdoor areas. There shall be no Entertainment on the outdoor areas. Only prerecorded background music may be played. All lights in outdoor areas must at all times be pointing onto the outdoor areas. At no time shall any lighting installed by Licensee or installed on Licensee’s behalf shine into residents’ windows.

H. Licensee shall maintain any outdoor space utilized in a clean and orderly manner, and not to cause or permit the storage of any refuse, debris, or foodstuffs on the outdoor space (excepting trash and recycling receptacles used by patrons) through regular sweeping and removal of refuse, debris, or foodstuffs during daily operations and at the end of daily operations to help eliminate potential attractions for rodents, pests, and other vermin.

3. Noise.

- A. No music played inside the Premises will be audible outside in front of the Premises on street-level Wisconsin Avenue, NW at any time (except while Premises’ doorway is open during ingress and egress). No music played outside the Premises will be audible inside residents’ homes at any time.
- 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. Parties agree that if Licensee has a vestibule or multiple sets of doors as part of the entryway, only the set of doors immediately abutting the interior premises must be kept closed.
- C. Licensee agrees to employ sufficient noise abatement measures to ensure that level of any amplified sound or vibration emanating from the Premises is not audible in the Georgetown Park Condominium residences. Such measures may include, without limitation, the installation of sound abatement panels, rubber matting, and the development of policies. Without limiting the generality of the foregoing, the Licensee agrees to review, and as reasonably necessary to ensure ongoing compliance with this Agreement, shall take such additional reasonable actions to prevent the emanation from the Premises of any amplified sound, vibration, or noise amplified or not (excluding unamplified human voice) of such intensity that it may be heard in the Georgetown Park Condominium residences.

4. License Endorsements. The application does not provide for Entertainment, Cover Charge, or Dancing Endorsements and no such endorsements will issue as a result of the application as filed.

5. Patrons and Security.

- A. Licensee shall take reasonable and immediate action to prevent its patrons from causing unreasonable noise, disturbances, loitering, or engaging in illegal activity in the area immediately outside of the Premises on the private property at the top of the stairwell on Wisconsin Avenue, NW (“Area”):

- B. Licensee shall maintain a clearly visible sign, with letters that are at least four inches tall, which measures at least 8 ½ x 11 inches, near the exits of the Premises which:
- i. Encourages its patrons to be respectful of the surrounding neighbors and leave in a quiet, orderly manner; and
 - ii. Discourages its patrons from leaving the Premises through the doors leading to the canal-level towpath after dark.
 - iii. Discourages its patrons from smoking in the Premises or any areas adjacent to the Premises, such as the vestibule directly in front of the main entrance and parking garage.

If permitted by landlord, Licensee shall maintain a similar sign in the vestibule immediately outside of the Premises.

- C. Licensee shall work with Landlord to make reasonable efforts to secure canal-level doors to the towpath in order to discourage its patrons from entering or exiting through the canal-level doors. Such efforts may include, without limitation, requesting that some of the doors are locked during certain hours and installing a panic bar. However, Parties understand that such efforts are delineated by the D.C. Fire Prevention Code which shall control.

- D. Licensee shall ensure that video surveillance covers portions of the Premises where alcoholic beverages are served and/or consumed. If permitted by landlord, Licensee shall provide additional video surveillance covering the exterior of the premises including the Area.

- E. Without limiting the generality of the foregoing, Licensee shall:

- i. Ensure that all members of its security personnel undergo security training which may include in-person instruction, online coursework, or a combination of both.
- ii. Station an employee (“Door Person”) at the top of the stairwell on the street-level of Wisconsin Avenue, NW from 11:00pm until closing on Thursday, Friday, and Saturday nights and the same hours on all nights except when occupancy is below 200 patrons; and
- iii. In the event that there is a “security incident” (defined as a customer attempting to enter the condo building main entrance, or verbal or physical harassment of a resident entering or exiting the condo building by a customer of Licensee), between the hours of 11pm to closing, which is brought to the attention of Licensee’s management, Licensee will station a Door Person on the Wisconsin Avenue, NW level for a period of 7 days from 11:00pm to close.
- iv. Door Person shall:
 - a. Take reasonable action to prevent Licensee’s patrons from loitering in the Area;
 - b. Take reasonable action to prevent Licensee’s patrons from smoking in the Area and direct them toward a designated smoking space away from the Area; and
 - c. Monitor Area and take reasonable steps to prevent Licensee’s patrons from otherwise causing a disturbance to Georgetown Park Condominium residents.

6. Trash.
 - A. All trash will be stored in the designated trash compactor and recyclables compactor located in Georgetown Park's street-level loading dock on M Street, NW. Trash shall be transported from the Premises to the compactors through Georgetown Park's rear Mall elevator and internal service tunnels. However, no trash shall be removed from the Premises and disposed of in the compactors after 10:00pm.
 - B. Trash pickup shall not occur prior to 7:00am; and,
 - C. The public space in front of the Premises' entrance on Wisconsin Avenue, NW is to be kept tidy at all times and litter is to be removed by the Licensee's staff at least three times per day (including once after the establishment has closed).
7. Cleaning and Vermin Control Measures.
 - A. Licensee will maintain a contract with a professional, licensed cleaning company to provide for routine cleaning of the Premises, including the kitchen hood, as needed to maintain cleanliness. Regular routine hood and exhaust cleaning shall not occur prior to 8:00am; and
 - B. Licensee will maintain a contract with a professional, licensed rat, pest, and vermin control company to provide for routine control for the Premises as needed to control pests.
8. Deliveries
 - A. All deliveries shall occur in the designated loading dock located in Georgetown Park's street-level loading dock on M Street, NW. Deliveries shall be transported through Georgetown Park's rear Mall elevator and internal service tunnels from the loading dock to the Premises; and
 - B. Deliveries shall not be earlier than 7:00am nor later than 7:00pm.
9. No Third Party Promoters. No third party promoters will conduct business on the Premises and cover charges will never be collected to enter the Premises or partake in the Licensee's offerings. "Third party promoter" does not include individuals hosting private events or individuals accepting donations on behalf of or in partnership with charitable organizations on the Premises.
10. Notification.
 - A. Participation in the Community. Applicant will provide an email address to a representative of Board of Directors at the Georgetown Park Condominiums ("The Neighbors") through which any comments or concerns about the nature of the operation of the Establishment can be addressed and resolved as appropriate. Applicant will also provide The Neighbors with a phone number of a manager who can address any concerns related to the fulfillment of the obligations set forth in this Agreement at any time that the Applicant is operating.
 - B. Should the Applicant desire to expand its service outdoors, including but not limited to use of a parklet, streatory, or summer garden, Applicant will notify ANC2E, CAG and The Neighbors of its intention to do so. It is understood by the Parties that the requirement to provide notice to the ANC, CAG, and The Neighbors is for notice purposes only and does not confer any authority or approval rights to the ANC, CAG, or The Neighbors regarding the Licensee's future operations. It is understood by the Parties that nothing about this section is intended to either prevent Licensee from applying for a Summer Garden Endorsement that conforms with Sections 2(F), 2(G), and 2(H), above, or to require modifications to this Agreement prior to

filing an application for a Summer Garden Endorsement that conforms with Sections 2(F), 2(G), and 2(H), above.

11. Roof Construction. Licensee shall coordinate installation of its roof exhaust fan system and duct work with Georgetown Park Condominium Management and will retain a licensed company to complete this work to ensure compliance with the roof warranty. Licensee also agrees to install its exhaust fan on the roof directly above hallway space in order to prevent any audible noise and vibration impacts on residents of Georgetown Park Condominium.
12. Binding Effect. This Agreement shall be binding upon and enforceable against the Licensee and successors and assigns of the Licensee.

In consideration of the agreements set forth above, ANC2E, CAG, and Group of Individuals shall, upon approval of this agreement by the Alcoholic Beverage Regulation Administration, agree to withdraw their Protests of 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.

ADVISORY NEIGHBORHOOD COMMISSION 2E

By:  Date: 2/16/22
Lisa Palmer, ANC 2E05

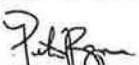
THE CITIZENS ASSOCIATION OF GEORGETOWN

By:  Date: 2/18/22
Tara Sakraida, President

GROUP OF INDIVIDUALS

By: _____ Date: _____
Johnny Abedrabbo, Designated Representative

CHURCH DC LLC

By:  Date: 2/21/22
Peter Bayne, Managing Member

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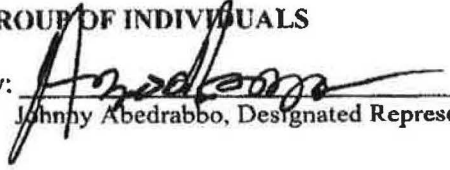
ADVISORY NEIGHBORHOOD COMMISSION 2E

By: _____ Date: _____
Lisa Palmer, ANC 2E05

THE CITIZENS ASSOCIATION OF GEORGETOWN

By: _____ Date: _____
Tara Sakraida, President

GROUP OF INDIVIDUALS

By:  _____ Date: 2/17/22
Johnny Abedrabbo, Designated Representative

CHURCH DC LLC

By: _____ Date: _____
Peter Bayne, Managing Member