

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

In the Matter of:	)	
GF, Inc.,	)	Case Nos.: 19-PRO-00033
t/a Il Canale	)	License No.: ABRA-083707
Application for Renewal of a	)	Order No.: 2019-608
Retailer's Class CR License	)	
at premises	)	
1063-1065 31 <sup>st</sup> Street, N.W.	)	
Washington, D.C. 20007	)	
	)	

GF, Inc. t/a Il Canale, Applicant

Risa Hirao, Counsel, on behalf of the Applicant

Lisa Palmer, Vice Chairman, on behalf of Advisory Neighborhood Commission (ANC) 2E

Cheryl Gray, President, on behalf of the Citizens Association of Georgetown (CAG)

**BEFORE:** Donovan Anderson, Chairperson  
Mike Silverstein, Member  
James Short, Member  
Bobby Cato, Member  
Rema Wahabzadah, Member  
Rafi Crockett, Member

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

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The official records of the Alcoholic Beverage Control Board (Board) reflect that GF, Inc., t/a Il Canale (Applicant), applied for the renewal of its Retailer's CR License, located at 1063-1065 31<sup>st</sup> Street, N.W., Washington, D.C. 20007, having been protested by ANC 2E. The parties appeared before the Board for a Roll Call Hearing on May 28, 2019, and a Protest Status Hearing on August 7, 2019, in accordance with D.C. Official Code § 25-601 (2001).

The Applicant, ANC 2E, and the Citizens Association of Georgetown (CAG) have entered into an Amended Settlement Agreement (Agreement), dated August 8, 2019, that governs the operation of the Petitioner's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant, Commissioner Palmer, on behalf of ANC 2E, and Cheryl Gray, on behalf of CAG, are signatories to the Agreement.


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

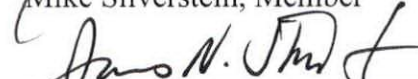
Accordingly, it is this 14<sup>th</sup> day of August 2019, **ORDERED** that:

1. The Protest of ANC 2E in this matter is hereby **WITHDRAWN**.
2. The above-referenced Amended Settlement Agreement submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** into this Order.
3. This Agreement shall supersede and replace the October 30, 2000, Settlement Agreement, approved by the Board on March 7, 2001; Amendment to the Settlement Agreement, dated July 8, 2010 and approved by the Board on August 11, 2010, and the Second Amendment to the Settlement Agreement, dated March 6, 2014, and approved by the Board on March 28, 2014.
4. Copies of this Order shall be sent to the Applicant, Risa Hirao, Esq., on behalf of the Petitioner, Commissioner Palmer, on behalf of ANC 2E, and Ms. Gray, on behalf of the CAG.


District of Columbia  
Alcoholic Beverage Control Board

  
\_\_\_\_\_  
Donovan Anderson, Chairperson

  
\_\_\_\_\_  
Mike Silverstein, Member

  
\_\_\_\_\_  
James Short, Member

  
\_\_\_\_\_  
Bobby Cato, Member

  
\_\_\_\_\_  
Rema Wahabzadah, Member

  
\_\_\_\_\_  
Rafi Crockett, 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, Reeves Center, 2000 14th Street, NW, 400S, Washington, D.C. 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 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).

**AMENDMENT TO SETTLEMENT AGREEMENT  
BETWEEN GF INC., CITIZENS ASSOCIATION OF  
GEORGETOWN AND ADVISORY NEIGHBORHOOD  
COMMISSION 2E**

Whereas, the Applicant has applied to the Alcoholic Beverage Regulation Administration for the renewal of its Class CR License (the "License") for the premises located at 1063-1065 31<sup>st</sup> Street, NW, Washington, DC, 20007 (the "Premises"); THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 8 th day of August, 2019, by and between GF, Inc. ("Applicant"), Citizens Association of Georgetown ("CAG") and Advisory Neighborhood Commission 2E ("ANC 2E"), also referred to collectively as the "Parties."

**RECITALS**

Whereas, the Applicant has applied to the Alcoholic Beverage Regulation Administration for the renewal of its Class CR License (the "License") for the premises located at 1063-1065 31<sup>st</sup> Street, NW, Washington, DC, 20007 (the "Premises");

Whereas, ANC 2E has filed a protest to Applicant's License renewal application;

Whereas, the Parties wish to amend an existing Settlement Agreement among the Parties entered into pursuant to D.C. Official Code § 25-446 to address concerns related to peace, order and quiet by adding the provisions set forth below.

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. Trash. All trash will be stored and disposed of according to regulations set forth in Title 21, Chapter 7 and Title 21, Chapter 8 of the DC Municipal Regulations. As part of maintaining the area around the Premises in a clean and orderly manner:
  - a. All trash, recycling and dirty linens will be stored in closed, rodent-proof containers ("Trash Containers", "Recycling Containers" and "Linen Containers", jointly "Containers");

- b. At all times, and pursuant to DCMR Title 21 Chapter 707.11, Applicant's trash, recycling and linen container lids shall be kept securely fastened other than when the container is being filled or emptied. Except when the Trash Containers, Recycling Containers or Linen Container is being filled or emptied, there shall be no space between the top of such Containers and the Containers themselves whereby rats or other vermin could access the inside of such container. Applicant shall inspect such Containers on a regular basis. Should there be more trash, recycling or linens than the Containers can hold with their tops securely fastened or should the Containers have holes in them making the interior of the Containers accessible to rats and/or other vermin, Applicant shall secure and employ at the earliest possible time additional rat-proof containers to ensure that the area where Applicant's trash, recycling and linens are stored ("Designated Trash Area"), remains clean and sanitary. At no time will Applicant's trash or recycling be placed on top of closed Containers;
- c. Trash pickup will occur one time per day, a minimum of six days a week except on federal holidays, weather permitting;
- d. Applicant shall ensure that the portion of the public alley that is immediately behind the Premises, and the area of the public alley where Applicant's trash, recycling and linens are stored for pickup, ("The Alley") is at all times clean and reasonably odor free, with none of Applicant's trash, recycling, bags of trash or recycling or runoff from the trash containers on the ground at any time;
- e. Applicant shall monitor the Alley daily to ensure cleanliness and will clean this area within three (3) hours of noticing that trash or grease from the Applicant's restaurant is on the ground in The Alley and/or if rodents are found on the ground in the vicinity of Applicant's trash, recycling or linens containers;
- f. Pursuant to DCMR Title 21 Chapter 707.11, the area where Il Canale's trash, recycling and/or linen Containers are stored shall be kept free of Applicant's spilled waste at all times. In order that the ground in and around Applicant's trash

enclosures remains clean from both solids and any liquid runoff from Applicant's trash, Applicant will hose down the area used to store Applicant's trash in The Alley daily with either water or, when needed, a combination of water and cleaning solution as recommended by the District's Department of Health (weather permitting);

- g. Pursuant to DCMR Title 21 Chapter 707.9, the Applicant's grease container and the area where Applicant's grease is stored shall be free of its spilled grease. Furthermore, Applicant will not allow Applicant's grease to seep into the sewer grate in The Alley and will store all of Applicant's grease traps away from such grates;
  - h. At least once a month and as needed, Applicant will ensure that the sewer grate located in The Alley is clean by using a cleaning solution that is recommended by the District's Department of Health in and around the grate;
  - i. Applicant shall keep the public and private space adjacent to the Premises free of litter, chewing gum, and trash in compliance with D.C. Code and Municipal Regulations. The public space adjacent to and in front of the premises, up to and including the curb, is to be kept tidy at all times and litter is to be removed by the Applicant's staff at least once per day;
  - j. Applicant shall maintain a rodent and pest control contract with a company licensed to provide such services in the District of Columbia. Said contract will provide for prevention, inspection and remediation of rodent and pest infestations of the establishment monthly or more often if inspection observations suggest.
3. Trash Compactor: In an attempt to reduce sanitation issues which attract rodents and pollute runoff that enters DC's waterways, as well as to promote a clean, and healthy neighborhood, Applicant will make its best efforts to work to secure a shared commercial waste trash compactor which will ultimately replace the trash containers currently being utilized in The Alley.
4. Public Space:
- a. By definition, The Alley is public space and is to

remain accessible and available to be used by the public at all times. Specifically, The Alley must remain accessible to residents, who enter and exit their parking areas via this public space. With this in mind, at no time will the Applicant and/or its representatives, employees, etc.

- i. park their personal vehicles in The Alley,
- ii. construct any structures that interfere with public access to The Alley without a permit issued by the appropriate DC agencies
- iii. construct any unpermitted structures in the Alley that may block access to the backyards of any resident.

b. Should Applicant, at the time of signature of this Agreement, be utilizing any unpermitted structures located on public space, Applicant will immediately work with appropriate DC agencies to ensure that permits are secured and in place for such structures, including working with DCRA, Old Georgetown Board and other relevant permitting agencies. Such work will begin immediately upon execution of this Agreement and will be complete no later than January 1, 2020.

- i. Applicant will not store anything in any structure in public space until such time that the structure is permitted. If and when a structure in the public space becomes permitted, Applicant agrees that such structure will not store trash, dirty linens or combustibles, including but not limited to grease or ashes, inside such structure.

c. Furthermore, Applicant agrees to abide by all DC regulations regarding Public Space, including but not limited to the provisions detailed in DCMR Title: 24 Public Space and Safety.

d. Applicant agrees to abide by all provisions set forth in their Sidewalk Café endorsement.

5. Alterations to the Premises: Construction will only occur on the Premises – whether interior or exterior – once permits have been granted by the relevant city agencies. At no time will Applicant engage in construction on the Premises unless the appropriate permits have been granted. Furthermore, Should Applicant, at the time of signature of this Agreement, be engaging in any unpermitted work OR should such

unpermitted work already be substantially completed, Applicant will immediately work with appropriate DC agencies to ensure that permits are secured retroactively, including working with DCRA, Old Georgetown Board and other relevant permitting agencies. Such work will begin immediately upon the latter of execution of this Agreement or Applicant obtaining knowledge of non-compliance.

6. Combustibles: Per DCMR Title 21 Chapter 707.11, all ashes shall be stored in metal containers. When stored in the open, the metal containers shall be covered. All combustibles shall be stored according to DCMR Fire Code regulations.
7. Employee Responsibility: Applicant's employees will be familiar with the provisions included herein.
8. Binding Effect: This Agreement shall be binding upon and enforceable against the Licensee and successors of the Applicant.

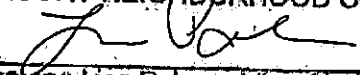
In consideration of the agreements set forth above, ANC2E and CAG shall, upon approval of this agreement by the Alcoholic Beverage Regulation Administration, agree to amend the existing Settlement Agreement at the Premises as set forth herein and to withdraw the pending protests of, the Applicant's application for license renewal.

[SIGNATURES ON FOLLOWING PAGE]

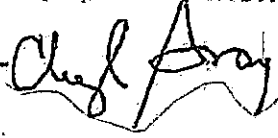


IN WITNESS WHEREOF, The Parties have executed  
this Agreement as of the date first above written.

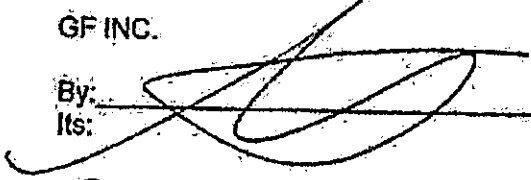
ADVISORY NEIGHBORHOOD COMMISSION 2E

By:   
Signatory: Lisa Palmer, Vice Chair ANC2E, Commissioner ANC2E05

CITIZENS ASSOCIATION OF GEORGETOWN

By:  Signatory:  
Cheryl Gray, President

GF INC.

By:  Signatory:  
Its: GIUSEPPE FARRUGGIO

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

_____ )	
<b>In the Matter of:</b> )	
GF, Inc. )	
t/a Il Canale )	
Holder of a )	License No. ABRA-083707
Retailer's Class CR License )	Order No. 2014-108
at premises )	
1063 31st Street, N.W. )	
Washington, D.C. 20007 )	
_____ )	

GF, Inc., t/a Il Canale (Licensee)

Ron Lewis, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 2E

Pamla H. Moore, President, Citizen's Association of Georgetown (CAG)

**BEFORE:** Ruthanne Miller, Chairperson  
Nick Alberti, Member  
Donald Brooks, Member  
Herman Jones, Member  
Mike Silverstein, Member  
Hector Rodriguez, Member  
James Short, Member

**ORDER ON SECOND AMENDMENT TO SETTLEMENT AGREEMENT**

The official records of the Alcoholic Beverage Control Board (Board) reflect that GF, Inc., t/a Il Canale (Licensee), ANC 2E and CAG entered into a Settlement Agreement (Agreement), dated October 30, 2000, and an Amendment to Settlement Agreement, dated July 8, 2010, that governs the operation of the Licensee's establishment. This matter comes now before the Board to consider the Parties' Second Amendment to Settlement Agreement (Amendment), dated March 5, 2014, in accordance with D.C. Official Code § 25-446 (2001).

**GF, Inc.**  
**t/a Il Canale**  
**License No. ABRA-083707**  
**Page 2**

The Amendment has been reduced to writing and has been properly executed and filed with the Board. The Licensee; Chairperson Ron Lewis, on behalf of ANC 2E; and Pamela H. Moore, on behalf of CAG, are signatories to the Amendment.

Accordingly, it is this 28<sup>th</sup> day of March, 2014, **ORDERED** that:

1. The above-referenced Second Amendment to Settlement Agreement, dated March 5, 2014, submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
2. All terms and conditions of the original Agreement and Amendment, not amended by the Second Amendment, shall remain in full force and effect; and
3. Copies of this Order shall be sent to the Licensee, ANC 2E and CAG.

District of Columbia  
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



Nick Alberti, Member

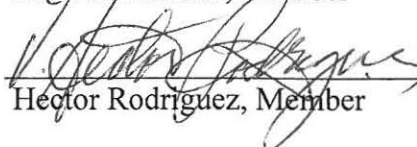


Donald Brooks, Member

Herman Jones, Member



Mike Silverstein, Member



Hector Rodriguez, Member

James Short, Member

Pursuant to D.C. Official Code § 25-433, 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 14<sup>th</sup> 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, 500 Indiana Avenue, N.W., Washington, D.C. 20001. However, the timely filing of a Motion for Reconsideration pursuant to D.C. Official Code § 25-433, 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).

SECOND AMENDMENT TO SETTLEMENT AGREEMENT

Whereas Advisory Neighborhood Commission 2 E (ANC) and the Citizens Association of Georgetown (CAG) entered into an Agreement with Alamo Grill of Georgetown, Inc. (Alamo) on October 30, 2000, and

Whereas the license was transferred from Alamo to G.F., Inc. t/a Il Canale (Il Canale) on January 28, 2010, and

Whereas, the ANC and Il Canale entered in an Amendment to Agreement dated July 8, 2010 which was approved by the ABC Board on the 11th day of August, 2010, and

Whereas all prior agreements were incorporated as part of the Order, and

Whereas Il Canale has submitted a request for a substantial change to expand into 1065 31<sup>st</sup> Street, N.W. which will enlarge the total restaurant seating and enlarge the sidewalk café seating, and

Whereas the ANC, CAG and Il Canale have revisited the operations of the current and expanded site,

Now Therefore it is agreed that the original Settlement Agreement, the first Amendment to Settlement Agreement is further amended by this second amendment to settlement agreement as follows:

3. Peace, Order and Quiet:

New section (d) is added:


Il Canale agrees that it will not have dancing, a DJ or engage promoters.

All prior agreements are incorporated into this Second Amendment to Settlement Agreement and remain in force and effect.

Based on the foregoing the ANC and CAG have no objection to the Substantial Change request.

\_\_\_\_\_ Commission ANC 2E Dated \_\_\_\_\_

\_\_\_\_\_ Representative CAG Dated \_\_\_\_\_

 \_\_\_\_\_ President GF, INC T/A Il Canale Dated 3/5/2014

SECOND AMENDMENT TO SETTLEMENT AGREEMENT

Whereas Advisory Neighborhood Commission 2 E (ANC) and the Citizens Association of Georgetown (CAG) entered into an Agreement with Alamo Grill of Georgetown, Inc. (Alamo) on October 30, 2000, and

Whereas the license was transferred from Alamo to G.F., Inc. t/a Il Canale (Il Canale) on January 28, 2010, and

Whereas, the ANC and Il Canale entered in an Amendment to Agreement dated July 8, 2010 which was approved by the ABC Board on the 11th day of August, 2010, and

Whereas all prior agreements were incorporated as part of the Order, and

Whereas Il Canale has submitted a request for a substantial change to expand into 1065 31<sup>st</sup> Street, N.W. which will enlarge the total restaurant seating and enlarge the sidewalk café seating, and

Whereas the ANC, CAG and Il Canale have revisited the operations of the current and expanded site,

Now Therefore it is agreed that the original Settlement Agreement, the first Amendment to Settlement Agreement is further amended by this second amendment to settlement agreement as follows:

3. Peace, Order and Quiet:

New section (d) is added:

Il Canale agrees that it will not have dancing, a DJ or engage promoters.

All prior agreements are incorporated into this Second Amendment to Settlement Agreement and remain in force and effect.

Based on the foregoing the ANC and CAG have no objection to the Substantial Change request.

Ron Lewis Commission ANC 2E Dated 3/5/14

Janet H. Moore Representative CAG Dated 3-6-2014

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

<b>In the Matter of:</b>	)	
	)	
GF, Inc.	)	
t/a Il Canale	)	
	)	License No. 083707
	)	Order No. 2010-408
Holder of a	)	
Retailer's Class CR License	)	
at premises	)	
1063 31st Street, N.W.	)	
Washington, D.C. 20007	)	

GF, Inc., t/a Il Canale, Applicant

William Starrels, Commissioner, Advisory Neighborhood Commission (ANC) 2E,  
Protestants

Jennifer Altemus, President, Citizens Association of Georgetown (CAG), Protestants

**BEFORE:** Nick Alberti, Acting Chairperson  
Donald Brooks, Member  
Herman Jones, Member  
Calvin Nophlin, Member  
Mike Silverstein, Member

**ORDER ON AMENDMENT TO VOLUNTARY AGREEMENT**

The official records of the Alcoholic Control Board (Board) reflect that G.F., Inc., t/a IL Canale, Holder of a Retailer's Class CR License, located at 1063 31st Street, N.W., Washington, D.C., Commissioner William Starrels, on behalf of ANC 2E, and President Jennifer Altemus, on behalf of CAG, have entered into an Amendment to Voluntary Agreement, dated July 8, 2010, amending the previously executed October 30, 2000, Voluntary Agreement and setting forth the terms and conditions that govern 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 Starrels, on behalf of ANC 2E, and President Jennifer Altemus, on behalf of CAG, are signatories to the Agreement.

**GF, Inc.**  
**t/a Il Canale**  
**License No: 083707**  
**Page 2**

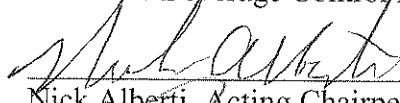
Accordingly, it is this 11th day of August 2010, **ORDERED** that:

1. The above-referenced Amendment to Voluntary Agreement submitted by the Applicant, ANC 2E, and CAG to govern the operations of the Applicant's establishment are **APPROVED** and **INCORPORATED** as part of this Order; and
2. Copies of this Order shall be sent to the Applicant, ANC 2E, and CAG.

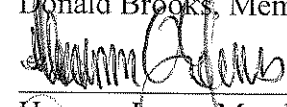


G.F., Inc.  
t/a IL Canale  
License No: 083707  
Page 3

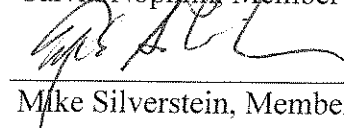
District of Columbia  
Alcoholic Beverage Control Board

  
\_\_\_\_\_  
Nick Alberti, Acting Chairperson

  
\_\_\_\_\_  
Donald Brooks, Member

  
\_\_\_\_\_  
Herman Jones, Member

  
\_\_\_\_\_  
Calvin Nophlin, Member

  
\_\_\_\_\_  
Mike Silverstein, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), 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, 1250 U Street, N.W., 3<sup>rd</sup> Floor, Washington, D.C. 20009.

AMENDMENT TO AGREEMENT

DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE  
REGULATORY ADMINISTRATION

2010 JUL 11 P 11:47

Whereas Advisory Neighborhood Commission 2E (ANC) and the Citizens Association of Georgetown (CAG) entered into an Agreement with Alamo Grill of Georgetown, Inc. (Alamo) on October 30, 2000, and

Whereas the license was transferred from Alamo to G.F., Inc. t/a Il Canale (Il Canale) on January 28, 2010, and

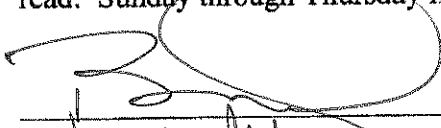
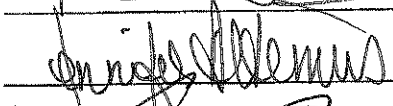

Whereas the ANC, CAG and Il Canale have revisited the hours of operation and entertainment for the restaurant, sidewalk café and summer garden,

Now Therefore, it is agreed that the Agreement of October 30, 2000 is hereby amended as follows:

3. Peace, Order and Quiet:  
(b) is amended to read:

Reasonable care and steps shall be taken by Il Canale to assure that its departing patrons neither disturb public quiet after 2 a.m. Sunday through Thursday and 3 a.m. Friday and Saturday nor damage private property on 31st Street N.W. from M Street to South Street

Based on the foregoing, Il Canale agrees to change and limit the hours of entertainment from 11 a.m. to 10 p.m., and the ANC and CAG have no objection to the hours of operation and sales for the restaurant, the Sidewalk Café and Summer Garden amended to read: Sunday through Thursday 11 a.m. to 2 a.m.; Friday and Saturday 11 a.m. to 3 a.m.

	Commissioner ANC 2E	Dated <u>7/8/10</u>
	Representative CAG	Dated <u>7/8/10</u>
	Managing Member Il Canale	Dated <u>07-08 2010</u>

Il Canale Amendment to Agreement

PASCAL & WEISS, P.C.  
ATTORNEYS AT LAW  
1008 PENNSYLVANIA AVENUE, SE  
WASHINGTON, DC 20003-2142  
(202) 544-2200

PAUL L. PASCAL (DC & MD)  
ANTON MAX WEISS (DC & MD)  
RISA HIRAO (DC & MD)

TELECOPIER  
(202) 544-5839

DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE  
REGULATORY ADMINISTRATION

2010 JUL 11 2:47

REC'D BY:   
E-MAIL ADDRESSES:  
ppascal@pascalweiss.com  
aweiss@pascalweiss.com  
rhirao@pascalweiss.com

July 9, 2010

Mr. Charles Brodsky, Chairperson  
ABC Board of the District of Columbia  
1250 U Street, NW, Third Floor  
Washington, DC 20009

Re: G.F., Inc. t/a IL Canale 1063 31<sup>st</sup> Street, N.W. License No. 083707


Dear Mr. Brodsky and fellow Board Members:

Enclosed please find an Amendment to Agreement of the October 30, 2000 Voluntary Agreement for the licensee executed by all parties to the original agreement. (IL Canale is the successor licensee to the Agreement).

We request that the Board approve the Amendment to Agreement, and further request that the licensee's hours of entertainment, operation and sales for the Restaurant, Sidewalk Café and Summer garden be amended to conform to the Amendment to the Agreement and construe the changes not to be a substantial change in light of the ANC's and CAG's agreement.

Thanking you for your consideration, I remain,

Sincerely,



Paul L. Pascal  
Attorney at Law

PLP:jp

Enclosure

cc. ANC via e mail  
CAG via e mail  
IL Canale via e mail

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

\_\_\_\_\_ )  
In the Matter of : )  
 )  
Alamo Grill of Georgetown, Inc. )  
t/a same )  
 )  
Application for a Retailer's Class ) Case no.11826-00107P  
CR – renewal application )  
at premises )  
1063 Wisconsin Avenue, Northwest )  
Washington, D.C. )  
\_\_\_\_\_ )

**Peter Pulsifer, Chair, on behalf of the Advisory Neighborhood Commission 2E, John L. Hopkins and Barbara Downs, on behalf of the Citizens Association of Georgetown, Protestants**

**Ely Hurwitz, Esquire, on behalf of Applicant**

**BEFORE: Roderic L. Woodson, Esquire, Chair  
Vera Abbott, Member  
Charles Burger, Member  
Laurie Collins, Member  
Judy Moy, Member  
Ellen Opper-Weiner, Esquire, Member  
Audrey E. Thompson, Member**

**ORDER ON WITHDRAWN PROTEST AND VOLUNTARY AGREEMENT**

This matter, having been protested, came before the Board for public hearing on August 16, 2000, in accordance with D.C. Code Section 25-115(c)(5)(1999 Supp.), providing for the protestants to be heard. Peter Pulsifer, Chair, on behalf of the Advisory Neighborhood Commission 2E, and John L. Hopkins and Barbara Downs, on behalf of the Citizens Association of Georgetown, filed timely protest letters.

The official records of the Board reflect that the parties have now reached an agreement that has been reduced to writing, and has been properly executed and filed with the Board. Pursuant to the agreement dated October 30, 2000, the protestants have agreed to withdraw the opposition, provided however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the Agreement.

Alamo Grill of Georgetown, Inc.  
t/a Same  
Page two

Accordingly, it is this 9<sup>th</sup> day of March 2001, **ORDERED** that:

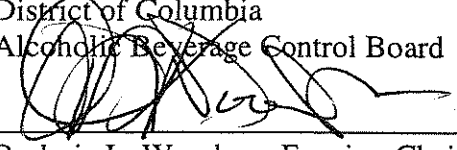
1. The opposition of Peter Pulsifer, Chair, on behalf of the Advisory Neighborhood Commission 2E, and John L. Hopkins and Barbara Downs, on behalf of the Citizens Association of Georgetown, be, and the same hereby, is **WITHDRAWN**;

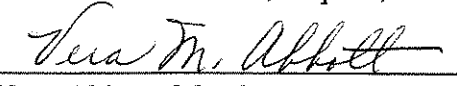
2. The application of Alamo Grill of Georgetown, Inc. t/a same for a retailer's class CR license (renewal), located at 1063 - 31<sup>st</sup> Street, N.W., Washington, D.C., be, and the same hereby, is **GRANTED**;

3. The above-referenced agreement between the parties, be, and the same hereby, is **INCORPORATED** as part of this **ORDER**, and:

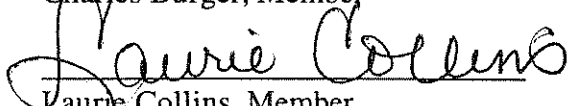
4. Copies of this Order shall be sent to the Protestants and the Applicant's Attorney.

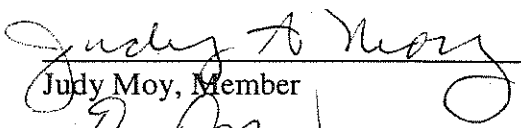
District of Columbia  
Alcoholic Beverage Control Board

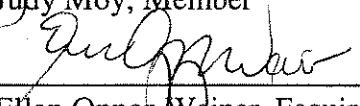
  
Roderic L. Woodson, Esquire, Chair


  
Vera Abbott, Member

Charles Burger, Member

  
Laurie Collins, Member

  
Judy Moy, Member

  
Ellen Opper-Weiner, Esquire, Member

  
Audrey E. Thompson, Member

AGREEMENT

This agreement is made this 30 day of October, 2000 by the Advisory Neighborhood Commission 2E (ANC) and the Citizens Association of Georgetown (CAG) and John L. Hopkins, Individually, with Alamo Grill of Georgetown, Inc. t/a Alamo Grill of Georgetown (Alamo).

This voluntary agreement shall become a part of and condition to Alamo's alcoholic beverage license and replaces any prior agreements.

This agreement is entered into in order to preserve and maintain the peace, order, quiet, safety and cleanliness of the neighborhood.

1. Public Sanitation:

- a.) Alamo shall store all trash, refuse and garbage in rodent resistant containers. Such containers shall not obstruct exist from the Alamo premises.
- b.) Exterior spaces used in the service of food and beverage shall be cleaned after each days use to remove food and beverage items.
- c.) The Alamo shall provide for regular refuse pick-up or collection.

2. Public Access:

- a.) The seating operated in public space shall be in accordance with District of Columbia laws, regulations and permits. It shall not encroach upon the public space of adjacent properties or restrict the passage of pedestrians by reducing the usable sidewalk to less than that shown on Alamo's public space permit.
- b.) Storage at and the rear use of the Alamo premises shall not encroach upon public access space (i.e. alley) or obstruct access to and from adjacent properties.

3. Peace, Order and Quiet:

- a.) Entertainment and speakers for live or recorded music shall be confined to the Alamo premises and shall not be performed or placed on public space. Such entertainment and music shall not be audible in adjacent structures or private space.
- b.) Reasonable care and steps shall be taken by Alamo to assure that its departing patrons neither disturb public quiet after 11:00 PM Monday through Friday and 12:00 AM Friday and Saturday nor damage private property on 31st Street, NW from M Street to South Street.
- c.) The Alamo agrees to not seat customers in its side walk seating under a public space use permit after 10:00 PM and to have cleared such space by 11:00 PM Monday through Thursday and to not use such space after 12:00 AM Friday and Saturday.

4. Marketing and Promotional Activities:

- a.) The Alamo shall not place signs, billboards, chalkboards or other marketing devices including leaflets on public space as required by District of Columbia laws and regulations.

b.) Leafleting activities are opposed by the Citizens Alliance of Georgetown and precluded in other voluntary agreements entered into by the ANC and CAG. Therefore leaflets shall not be used.

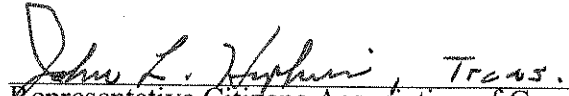
5. Operations:


a) The applicant agrees not to apply for an public hall license.

b) The applicant agrees to conduct the restaurant as a full service restaurant at all times during its opening hours.

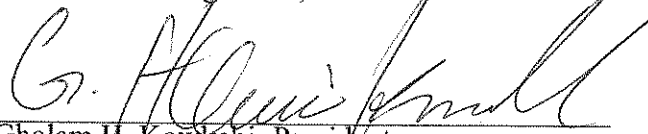
This agreement is hereby agreed to by the undersigned.

  
\_\_\_\_\_  
Commissioner ANC 2E

  
\_\_\_\_\_  
Representative Citizens Association of Georgetown

  
\_\_\_\_\_  
John L. Hopkins, Individually

Alamo Grill of Georgetown, Inc.

By:   
\_\_\_\_\_  
Gholam H. Kowkabi, President

  
\_\_\_\_\_  
Shawn Korshidi, Sec/Treasurer

**AGREEMENT**

This agreement is made this 26<sup>th</sup> day of April 1999 by the Advisory Neighborhood Commission 2E (ANC) and the Citizens Association of Georgetown (CAG) with Alamo Grill of Georgetown, Inc. t/a Alamo Grill of Georgetown (Alamo).

This voluntary agreement shall become a part of and condition to Alamo's alcoholic beverage license.

This agreement is entered into in order to preserve and maintain the peace, order, quiet, safety and cleanliness of the neighborhood.

1. Public Sanitation:

- a.) Alamo shall store all trash, refuse and garbage in rodent resistant containers. Such containers shall not obstruct exist from the Alamo premises.
- b.) Exterior spaces used in the service of food and beverage shall be cleaned after each days use to remove food and beverage items.
- c.) The Alamo shall provide for regular refuse pick-up or collection.

2. Public Access:

- a.) The seating operated in public space shall be in accordance with District of Columbia laws, regulations and permits. It shall not encroach upon the public space of adjacent properties or restrict the passage of pedestrians by reducing the usable sidewalk to less than that shown on Alamo's public space permit.
- b.) Storage at and the rear use of the Alamo premises shall not encroach upon public access space (i.e. alley) or obstruct access to and from adjacent properties.

3. Peace, Order and Quiet:

- a.) Entertainment and speakers for live or recorded music shall be confined to the Alamo premises and shall not be performed or placed on public space. Such entertainment and music shall not be audible in adjacent structures or private space.
- b.) Reasonable care and steps shall be taken by Alamo to assure that its departing patrons neither disturb public quiet after 11:00 PM Monday through Friday and 12:00 AM Friday and Saturday nor damage private property on 31<sup>st</sup> Street, NW from M Street to South Street.
- c.) The Alamo agrees to not seat customers in its side walk seating under a public space use permit after 10:00 PM and to have cleared such space by 11:00 PM Monday through Thursday and to not use such space after 12:00 AM Friday and Saturday.

4. Marketing and Promotional Activities:

- a.) The Alamo shall not place signs, billboards, chalkboards or other marketing devices on public space as required by District of Columbia laws and regulations.
- b.) Leafleting activities are opposed by the Citizens Alliance of Georgetown and precluded in other voluntary agreements entered into by the ANC and CAG. Therefore leaflets shall not be placed on motor vehicles.
- c.) The Alamo at its expense shall clean up discarded leaflets in an area defined by lines drawn from the intersections of Wisconsin and M Street, NW; 31<sup>st</sup> and N Streets, NW; Thomas Jefferson and M Streets, NW; and 31<sup>st</sup> and K Streets, NW.
- d.) Such leafleting shall not be so aggressive as to obstruct the passage of pedestrians on the public sidewalk.



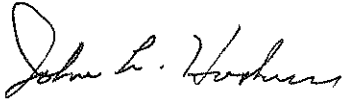
Agreement of April 26, 1999 relating to Alamo Grill of Georgetown, Inc.

Page 2.

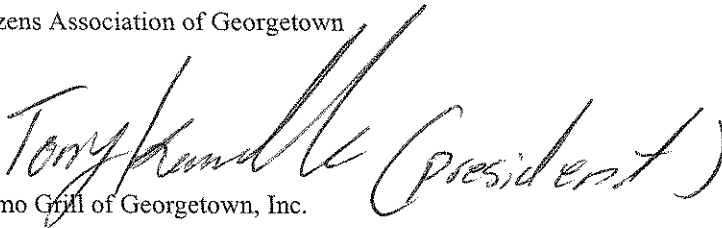
This agreement is hereby agreed to by the undersigned.



Commissioner  
Advisory Neighborhood Commission 2E



Representative  
Citizens Association of Georgetown



(president)

Alamo Grill of Georgetown, Inc.