

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

In the Matter of:)	
)	
Georgetown, LLC)	
t/a Angolo Ristorante Italiano)	
Application for Renewal and Petition to)	Case No.: 19-PRO-00072
Terminate a Settlement Agreement)	License No.: ABRA-109417
for Retailer's Class CR License)	Order No.: 2019-532
)	
at premises)	
2934 M Street, NW)	
Washington, D.C. 20007)	

Georgetown, LLC, t/a Angolo Ristorante Italiano, Petitioner

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

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

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

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

The official records of the Alcoholic Beverage Control Board (Board) reflect that a previous holder of a Retailer's Class CR license for the premises located at 2934 M Street, NW, Washington, D.C., entered into a Settlement Agreement with ANC 2E on April 16, 1994, and it was approved by the Board on September 7, 1994. On March 27, 2019, the Petitioner sought to terminate its Settlement Agreement, under D.C. Official Code § 25-446(d). In addition, the Petitioner filed an Application for renewal of its Retailer's Class CR License.

ANC 2E protested the Petition to Terminate, but it did not protest the Application for renewal.

The official records of the Board reflect that the Petitioner, ANC 2E, and CAG have entered into a Settlement Agreement (Agreement), dated June 12, 2019, that governs the operations of the Petitioner's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Petitioner; Commissioner Lisa 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 Protest filed by ANC 2E of the Petition to Terminate Application.

Accordingly, it is this 10th day of July, 2019, **ORDERED** that:

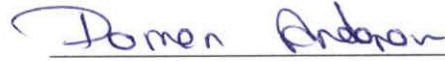
1. The Protest of ANC 2E in this matter is hereby **WITHDRAWN**;
2. The above-referenced Settlement Agreement submitted by the Parties to govern the operations of the Petitioner's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

Section 2 (Hours of Operation) – The language “Applicant agrees that its shall be limited to” shall be replaced with the language “Applicant agrees that its hours shall not exceed.”

The parties have agreed to this modification.

3. The Settlement Agreement, dated April 16, 1994, and approved by the Board on September 7, 1994, is hereby **TERMINATED**; and
4. Copies of this Order shall be sent to the Petitioner, ANC 2E, and CAG.

District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson



Mike Silverstein, Member



James Short, Member



Bobby Cato, Member

Rema Wahabzadah, 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 GEORGETOWN LLC AND ADVISORY
NEIGHBORHOOD COMMISSION 2E

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 12th day of June, 2019, by and between Georgetown LLC ("Applicant"), Citizens Association of Georgetown ("CAG") and Advisory Neighborhood Commission 2E ("ANC2E"), also referred to collectively as the "Parties."

RECITALS

Whereas, the Applicant has applied to the Alcoholic Beverage Regulation Administration for the renewal of a Class "C" License (the "License") for the Premises located at 2941 M Street, NW (the "Premises"),

Whereas, the Parties wish to amend 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 shall be limited to:
 - a. Hours of Operation:
 - i. Inside Dining room:
 1. Monday through Thursday: 11:00 am-2:00 am;
 2. Friday: 11:00 am-3:00 am
 3. Saturday: 8:00 am – 3:00 am
 4. Sunday: 8:00 am – 2:00 am
 - ii. Summer garden:
 1. Monday through Friday: 11:00 am-Midnight;
 2. Saturday and Sunday: 10:00 am - Midnight
 - b. Exceptions to the standard 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" - Applicant 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, Applicant may avail itself of such extended hours;
 - iii. And, on January 1 of each year Applicant may operate for one additional hour.

3. Noise.

- a. Applicant shall present only recorded background music in the Summer Garden. At no time, shall such music be audible beyond the outdoor perimeter of the leased Premises, including on 30th Street, NW and M Street NW.
- b. Applicant may present any type of music inside the Premises as long as neither the sound nor vibration off/from such music is audible outside of the perimeter of the leased Premises at any time, including on M Street NW and 30th Street NW.
- c. Applicant may only play music set out in (a) above or other amplified sounds on the speakers within the Summer Garden:
 - i. between 10:00am and 10:00 pm Sunday through Thursday, and
 - ii. between 10am and 10:30 pm Friday and Saturday.
- d. Parties agree to work together to resolve any complaints of noise disturbances attributed to outside entertainment. To this end, Applicant agrees to provide representatives of all Parties to this Agreement a cellphone number which such representatives may call immediately to lodge a complaint about a perceived violation of Section 3 to this Agreement. Within 30 minutes of receiving such a complaint, Applicant agrees to turn off the music until the following day.

4. 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 of the Premises and along 30th Street, NW.
- b. Applicant shall maintain a clearly visible sign near all exits of the Premises, including the Summer Garden, which encourages its patrons and employees to be respectful of the surrounding neighbors and leave in a quiet, orderly manner; and
- c. Applicant shall use best efforts to discourage loitering and/or smoking in the vicinity of the Premises, including on public space.

5. Business.

- a. 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.

6. Trash.


- a. Trash pickup will occur one time per day, a minimum of six days a week except on federal holidays and/or when trucks cannot access 30th Street, NW because of inclement weather, or due to work on said street or sidewalk preventing access to 30th Street, NW.
- b. All trash will be discarded and stored in the designated trash area behind the Premises;

- c. Applicant shall ensure that the designated trash area is at all times clean, with no trash or excess grease on the ground;
 - d. At all times, the trash containers shall remain closed. Should there be more trash than the containers can hold with their tops fully closed or should the containers have holes in them making the trash accessible to rats, Applicant shall purchase additional rat-proof containers to ensure that the trash area remains clean and sanitary;
 - e. Applicant's employees shall not dispose of bottles or glass in a manner which creates noise audible outside of the Premises between 10pm and 9am;
 - f. Trash pickup shall not occur between the hours of 10pm and 7am;
 - g. Applicant shall keep the public and private space adjacent to the Premises free of litter, chewing gum, trash, and other debris in compliance with D.C. Code and Municipal Regulations. The public space adjacent to and in front of the Premises is to be kept tidy at all times and litter is to be removed by the Applicant's staff at least once per day.
 - h. Applicant will consistently clean the Premises, including the kitchen hood, as needed to maintain cleanliness; and
 - 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.
7. Binding Effect. This Agreement shall be binding upon and enforceable against the Licensee and successors of the Applicant.

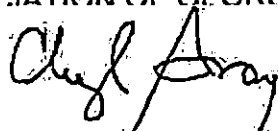
In consideration of the agreements set forth above, ANC2E and CAG shall, upon approval of this agreement by the Alcoholic Beverage Regulation Administration, agree to amend the existing Settlement Agreement at said Premises.

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

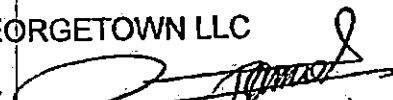
ADVISORY NEIGHBORHOOD COMMISSION 2E

By:  6/19/19
 Signatory: Lisa Palmer, Commissioner ANC2E05

CITIZENS ASSOCIATION OF GEORGETOWN

By:  Cheryl Gray 6/20/19
 Signatory:

GEORGETOWN LLC

By:  6-18-19
 Signatory: Jamal Bouzid