

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

In the Matter of:)	
)	
Georgetown Dining, Inc.)	
t/a Brasserie Liberte)	
)	
Holder of a)	License No.: ABRA-109998
Retailer's Class CR License)	Order No.: 2021-497
)	
at premises)	
3251 Prospect Street, NW, Unit 320)	
Washington, D.C. 20007)	

Georgetown Dining, Inc., t/a Brasserie Liberte (Licensee)

Richard G. Murphy, Jr., Commissioner, Advisory Neighborhood Commission (ANC) 2E

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

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

ORDER ON FIRST AMENDMENT TO SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Georgetown Dining, Inc., t/a Brasserie Liberte (Licensee), ANC 2E, and CAG entered into a Settlement Agreement (Agreement), dated August 30, 2018, that governs the operations of the Licensee's establishment. This matter comes now before the Board to consider the Parties' First Amendment to Settlement Agreement (First Amendment), dated September 9, 2021, in accordance with D.C. Official Code § 25-446 (2001).

The First Amendment has been reduced to writing and has been properly executed and filed with the Board. The Licensee; Commissioner Richard G. Murphy, Jr., on behalf of ANC 2E; and Tara Sakraida Parker, on behalf of CAG; are signatories to the First Amendment.

Accordingly, it is this 15th day of September 2021, **ORDERED** that:

1. The above-referenced First Amendment to Settlement Agreement 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 Settlement Agreement not amended by the First 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

eSigned via SeamlessDocs.com
Donovan Anderson
Key: 3c47c660205d180647700008182208

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 547ae373f920de6ac8d1b332c02249ec

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 256d3f6ad7be148d774b75b6d7917d20d

Bobby Cato, Member

eSigned via SeamlessDocs.com
Rafi Aliya Crockett, Member
Key: b560a01f45e1170a6016150e5c12761cc

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 82172931250944740; b560c2a4189f

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5027bd47f9f0040e14adeb52541ce5

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).

FIRST AMENDMENT TO SETTLEMENT AGREEMENT

THIS AMENDMENT #1 to the SETTLEMENT AGREEMENT ("Agreement") is made on this 9th day of September 2021 by and between Georgetown Dining, Inc. t/a Brasserie Liberté ("Licensee"), at 3251 Prospect Street, NW, Washington, DC 20007, ABRA License #109998, Advisory Neighborhood Commission 2E ("the ANC"), and the Citizens Association of Georgetown ("CAG") (collectively, the "Parties"). This amendment updates the Agreement dated August 30, 2018, and modified and approved by ABC Board Order 2018-533 dated September 19, 2018.

R E C I T A L S

WHEREAS, the Parties entered into a Settlement Agreement dated August 30, 2018, for a Retailer's Class C Restaurant ABC License at 3251 Prospect Street, NW, ABRA License #109998;

WHEREAS, the Agreement dated August 30, 2018 provided for the following Occupancy:

"Applicant shall operate a bona fide restaurant on its premises, with a seating capacity of 216 inside, a Summer Garden seating 60 and a Sidewalk Café seating 20, with no less than 10 feet between any element of the Sidewalk Café and the curb line running along the north side of Prospect Street."

WHEREAS, Licensee would like to expand its interior premises and increase its maximum interior seat count;

WHEREAS, the Parties request that the Alcoholic Beverage Control Board approve this Amendment to Settlement Agreement conditioned upon the Licensee's compliance with the terms of this written Amendment and the previously executed Settlement Agreement and Board Order and ABC License; and

NOW, THEREFORE, in consideration of the recitals set forth above, it is mutually agreed by and between the undersigned Parties to amend the previously executed Agreement as follows:

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
2. **Paragraph 2, "Occupancy,"** section is stricken entirely and replaced by the following:

"Applicant shall operate a bona fide restaurant on its premises, with a seating capacity of 280 inside, a Summer Garden seating 60 and a Sidewalk Café seating 20, with no less than 10 feet between any element of the Sidewalk Café and the curb line running along the north side of Prospect Street."

3. **Agreement Otherwise Unamended.** Except as otherwise provided herein, the terms and conditions of the previously executed Settlement Agreement, Board Order, and License are expressly reaffirmed and remain in full force and effect.

[signatures on following page]

IN WITNESS WHEREOF, Parties have affixed hereunto their hands and seals on the year and date first above-written.

Georgetown Dining, Inc.

By:  _____

Hakan Ilhan, President

The Citizens Association of Georgetown

By: Tara Sakraida

Tara Sakraida Parker, President

Advisory Neighborhood Commission 2E

By: Richard G. Murphy, Jr.

Richard G. Murphy, Jr., ANC 2E03

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

In the Matter of:

Georgetown Dining, Inc.
t/a Chanterelle

Applicant for a New
Retailer's Class CR License

at premises
3251 Prospect Street, NW
Washington, D.C. 20007

Case No.: 18-PRO-00059
License No.: ABRA-109998
Order No.: 2018-533

Georgetown Dining, Inc., t/a Chanterelle (Applicant)

Richard Murphy, Commissioner, Advisory Neighborhood Commission (ANC) 2E

Pamla Moore, President, Citizens Association of Georgetown (CAG)

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member
Donald Isaac, Sr., Member
Bobby Cato, Member
Rema Wahabzadah, Member

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

The Application filed by Georgetown Dining, Inc., t/a Chanterelle (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 July 30, 2018, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 2E, and CAG have entered into a Settlement Agreement (Agreement), dated August 30, 2018, that governs 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 Richard Murphy, on behalf of ANC 2E; and Pamla Moore, on behalf of CAG; are signatories to the Agreement.

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

Accordingly, it is this 19th day of September, 2018, **ORDERED** that:

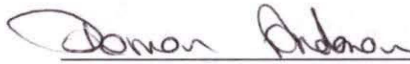
1. The Application filed by Georgetown Dining, Inc., t/a Chanterelle, for a new Retailer's Class CR License, located at 3251 Prospect Street, NW, Washington, D.C., is **GRANTED**;
2. The Protests of ANC 2E and CAG in this matter are hereby **WITHDRAWN**;
3. The above-referenced Settlement Agreement submitted by the Parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

Section 6 (Enforcement) – The language “to petition the Alcoholic Beverage Control Board for issuance of an Order to Show Cause to compel the Applicant's compliance with the terms of this Agreement” shall be replaced with “to file a complaint with the Alcoholic Beverage Control Board.”

The parties have agreed to this modification.

4. Copies of this Order shall be sent to the Applicant, ANC 2E, and CAG.

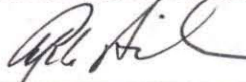
District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson




Nick Alberti, Member



Mike Silverstein, Member

James Short, Member



Donald Isaac, Sr., 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

Made this 30th day of August, 2018, by and between Georgetown Dining, Inc. t/a Chanterelle at 3251 Prospect Street, NW, Washington, D.C. (the "Applicant"), the Citizens Association of Georgetown ("CAG"), and ADVISORY NEIGHBORHOOD COMMISSION 2E (the "ANC").

WITNESSETH

WHEREAS, Applicant's proposed restaurant is located in the Georgetown neighborhood of ANC 2E; and

WHEREAS, the parties desire to enter into this Settlement Agreement commemorating their agreement regarding issues raised by Applicant's pending application for the issuance by the Alcoholic Beverage Regulation Administration ("ABRA") of a new Retailer's Class "C" Restaurant License;

NOW, THEREFORE, in consideration of the premises above recited, and the mutual covenants and promises set forth below, the parties agree as follows:

1. Operating Hours. The Operating Hours of the establishment shall end at 2 A.M., Sunday through Thursday; and 3 A.M. Friday and Saturday. The Summer Garden and Sidewalk Café areas will close one hour prior to said times. The Applicant's kitchen will be open at all times the establishment is open.

2. Occupancy. Applicant shall operate a bona fide restaurant on its premises, with a seating capacity of 216 inside, a Summer Garden seating 60 and a Sidewalk Café seating 20, with no less than 10 feet between any element of the Sidewalk Café and the curb line running along the north side of Prospect Street.

3. Noise.

- a. There shall be no amplified music that can be heard outside of the enclosed premises,
- b. Notwithstanding any contrary provision in any ABRA license issued to the Applicant, there shall be no live entertainment performed outside of the enclosed premises,
- b. Applicant will not allow any noise to be generated in the Summer Garden or the Sidewalk Café that can be heard inside any residence, or more than 75 feet from the border of Applicant's premises,
- c. Applicant will not accept deliveries to the establishment between the hours of 10:00 pm and 7:00 am; and
- d. There shall be no dumping of bottles outside the establishment between the hours of 10:00 pm and 7:00 am.
- e. Trash pick-up will not occur between the hours of 10:00 pm and 7:00 am.

4. Cleanliness.

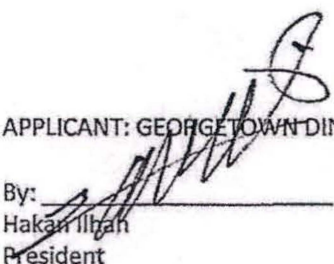
- a. Applicant will maintain the public space adjacent to the establishment in a clean and litter free condition.
- b. Applicant shall exercise due diligence to prevent vermin infestation in and around the establishment, including, but not limited to retention of professional pest extermination services.

5. **Parking.** Any valet service offered by the Applicant, either directly or under contract with a third party, shall only park vehicles in off-street private parking and not in public spaces.

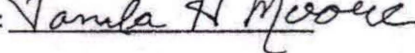
6. **Enforcement.** Applicant acknowledges that failure to adhere to the commitments set forth in this Agreement will constitute grounds for the ANC and/or CAG to petition the Alcoholic Beverage Control Board for issuance of an Order to Show Cause to compel Applicant's compliance with the terms of this Agreement.

IN WITNESS WHEREOF, the parties have affixed hereunto their hands and seals on the year and day first above-written.

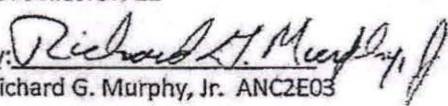
APPLICANT: GEORGETOWN DINING, INC

By: 
Hakan Ilhan
President

PROTESTANT; THE CITIZENS ASSOCIATION OF
GEORGETOWN

By: 
Pamela H. Moore

PROTESTANT: ADVISORY NEIGHBORHOOD
COMMISSION 2E

By: 
Richard G. Murphy, Jr. ANC2E03