

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

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In the Matter of:)	
)	
Jemal's Georgetown 31st Street, LLC)	
t/a Canal House Georgetown)	
)	Case No.: 24-PRO-00016
Applicant for a New)	License No.: ABRA-127277
Retailer's Class CH License)	Order No.: 2024-147
)	
at premises)	
1023 31st Street, NW)	
Washington, D.C. 20007)	
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Jemal's Georgetown 31st Street, LLC, t/a Canal House Georgetown, Applicant

Matt Minora, Counsel, on behalf of the Applicant

Mimsy Lindner, Commissioner, Advisory Neighborhood Commission (ANC) 2E, Protestant

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

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Silas Grant, Jr., Member

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

The Application filed by Jemal's Georgetown 31st Street, LLC, t/a Canal House Georgetown (Applicant), for a new Retailer's Class CH License, was protested by ANC 2E and CAG.

The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that the Applicant, ANC 2E, and CAG have entered into a Settlement Agreement (Agreement), dated March 22, 2024, 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 Mimsy Lindner, on behalf of ANC 2E; and Tara Sakraida, 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 27th day of March 2024, **ORDERED** that:

1. The Protests of ANC 2E and CAG in this matter are hereby **WITHDRAWN**;
2. 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
3. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage and Cannabis Board

eSigned via SeamlessDocx.com
Donovan Anderson
Key: ac432b99b59d5f0e4d730693d1dccc8

Donovan Anderson, Chairperson

eSigned via SeamlessDocx.com
James Short
Key: 54f7ae373f820de6ac8e1b332d22948e

James Short, Member



Silas Grant, Jr., 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 JEMAL'S GEORGETOWN 31ST STREET L.L.C.;
ADVISORY NEIGHBORHOOD COMMISSION 2E; AND THE CITIZENS ASSOCIATION OF
GEORGETOWN**

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 22 day of March 2024, by and between Jemal's Georgetown 31st Street L.L.C. ("Applicant"), Advisory Neighborhood Commission 2E ("ANC2E"), and The Citizens Association of Georgetown ("CAG"), also referred to collectively as the "Parties."

WHEREAS, Applicant has applied for a Retailer's Class C Hotel ABC license (ABRA-127277) with Summer Garden, Entertainment Endorsement, Holiday Extension, and Alcoholic Beverage Carryout & Delivery Endorsements ("License") encompassing the basement/cellar level through 9th floors of the building located at 1023 31st St., NW ("Premises");

WHEREAS, Parties wish to enter into this Settlement Agreement ("Agreement") pursuant to DC Official Code § 25-446 to address concerns related to peace, order, and quiet and to eliminate the need for a Protest Hearing regarding the License application;

WHEREAS, Parties request that the Alcoholic Beverage & Cannabis Board ("ABC Board") approve the Applicant's License application conditioned upon Applicant's compliance with the terms of this Agreement; and

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. **Occupancy.** The Premises' hotel room count shall not exceed 115. The Summer Garden shall have seating for 50 patrons and a total occupancy load of 60.
3. **Interior Hours.**
 - a. The Interior Hours of Operation shall be: 24 hours daily;
 - b. The Interior Hours of Alcoholic Beverage Sales, Service, and Consumption shall be:
 - i. Sunday through Thursday, 6:00am – 2:00am; and
 - ii. Friday & Saturday, 6:00am – 3:00am.
 - c. The Interior Hours of Entertainment shall be:
 - i. Sunday through Thursday, 8:00am – 2:00am; and
 - ii. Friday & Saturday, 8:00am – 3:00am.
 - d. 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;
 - iii. On January 1 of each year Licensee may operate, sell, serve, and permit the consumption of alcoholic beverages until 4:00am; and

- iv. The Applicant may apply for a one-day substantial change in accordance with 23 DCMR § 100, without objection from ANC2E or CAG, to provide Entertainment extended hours of Entertainment on days when the ABC Board or Council permits extended hours generally for licensees as described in 3(c)(ii) and on January 1 of each year.

4. Summer Garden.

- a. Hours. The Summer Garden's Hours of Operations and Hours of Alcoholic Beverage Sales, Service, and Consumption shall be: 8:00am – 1:00am daily.
- b. All lights in the Summer Garden shall be pointing downwards onto the Summer Garden or towards the interior premises. At no time shall lights on the Summer Garden be pointed directly towards abutting residences or businesses.

5. Noise.

- a. Applicant shall comply with D.C. Code § 25-725 and follow the noise level requirements set forth in Chapter 27 of Title 20 of the District of Columbia Municipal Regulations.
- b. Prerecorded music, Entertainment, and vibrations from the Premises shall not be audible in private, residential property (excluding hotel rooms and short-term rental properties).

6. Public Space & Trash.

- a. Applicant shall maintain the public space adjacent to and in front of the Premises in a clean and orderly manner.
- b. Applicant shall use sealable container(s) for trash, food waste, and recycling designed to prevent intrusion by rodents, vermin, and other pests.
- c. Applicant shall ensure that the area from where trash is picked up is clean and free of trash and other debris on the ground once the receptacles have been placed back inside the establishment.
- d. No glass bottles shall be disposed of in exterior receptacles between 10:00pm and 7:00am daily.
- e. Trash and recycling collection shall not occur prior to 8:00am daily.

- 7. Cleaning & Pest Control.** Applicant shall maintain a contract with a professional, licensed cleaning company to provide routine cleaning of the Premises. Applicant will maintain a contract with a professional, licensed pest control company to provide for routine, and as needed, control of pests and vermin at the Premises.

- 8. Promoters & Private Events.** No third-party promoters will conduct business on the Premises. "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.

- 9. Notice & Opportunity to Cure.** In the event that any of the Parties is in breach of this Agreement, it 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 an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within ten (10) days of such notice. If a Party fails to cure within the ten (10) day period (or, with respect to a breach which reasonably requires more than ten (10) days to cure, fails to commence cure of such breach within ten (10) days diligently pursue such cure) failure shall constitute a cause for filing a complaint with the ABC Board.

Any notice which may be given hereunder shall be deemed to have been given if sent by mail or e-mail to the following:

If to Licensee: Jemal's Georgetown 31st Street L.L.C.
Attention: Norman Jemal, Managing Member
655 New York Ave., NW, Ste. 830
Washington, DC 20007

If to ANC 2E: Advisory Neighborhood Commission 2E
Attention: Mimsy Lindner, SMD 2E05
3265 S Street, NW
Washington, DC 20007
2E05@anc.dc.gov

If to CAG: Citizens Association of Georgetown
Attention: Executive Director
1365 Wisconsin Avenue, NW
Washington, DC 20007
executivedirector@cagtown.org

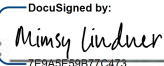
10. Binding Effect. The Agreement shall be binding and enforceable against the Applicant and successors of Applicant.

11. No Protest. Upon execution of this Agreement by the Parties and its approval by the ABC Board, and in reliance thereupon, the ANC and CAG shall withdraw their protests against the Applicant's License application.

[signatures on the following page]

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

ADVISORY NEIGHBORHOOD COMMISSION 2E

By: 
Mimsy Lindner, ANC 2E05

THE CITIZENS ASSOCIATION OF GEORGETOWN

By: _____
Tara Sakraida Parker, President

JEMAL'S GEORGETOWN 31ST STREET L.L.C.

By: 
Normal Jemal, Managing Member

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

ADVISORY NEIGHBORHOOD COMMISSION 2E

By: _____
Mimsy Lindner, ANC 2E05

THE CITIZENS ASSOCIATION OF GEORGETOWN

By: Tara Sakraida
Tara Sakraida Parker, President

JEMAL'S GEORGETOWN 31ST STREET L.L.C.

By: 
Normal Jemal, Managing Member