

**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 st 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

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

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 31st 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 14th 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 The Protest of ANC 2E in this matter is hereby **WITHDRAWN**.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.

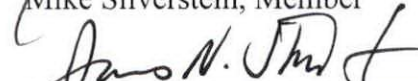
District of Columbia
Alcoholic Beverage Control Board



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 31st 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 31st 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.

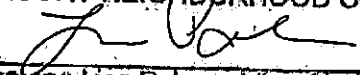
6. Combustibles: Per DCMR Title 21 Chapter 707.11, all ashes shall be stored in metal containers. When stored in the open, the metal containers shall be covered. All combustibles shall be stored according to DCMR Fire Code regulations.
7. Employee Responsibility: Applicant's employees will be familiar 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.

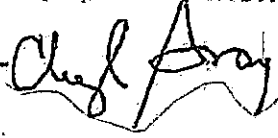
[SIGNATURES ON FOLLOWING PAGE]

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

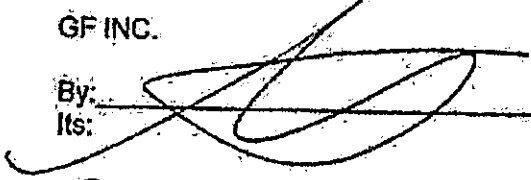
ADVISORY NEIGHBORHOOD COMMISSION 2E

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