

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

In the Matter of:)	
)	
Twenty-Eight USA, LLC)	
t/a Saint Georges)	
)	
Applicant for a New)	
Retailer’s Class CR License)	License No.: ABRA-129296
)	Order No.: 2024-890
at premises)	
301 7th Street, SE)	
Washington, D.C. 20003)	

Twenty-Eight USA, LLC, t/a Saint Georges, Applicant

Edward Ryder, Chairperson, Advisory Neighborhood Commission (ANC) 6B

BEFORE: Donovan Anderson, Chairperson
Silas Grant, Jr., Member
Teri Janine Quinn, Member
Ryan Jones, Member
David Meadows, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that Twenty-Eight USA, LLC, t/a Saint Georges (Applicant), Applicant for a New Retailer’s Class CR License and ANC 6B have entered into a Settlement Agreement (Agreement), dated November 12, 2024, that governs the operations of the Licensee’s establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson Edward Ryder, on behalf of ANC 6B, are signatories to the Agreement.

Accordingly, it is this 20th day of November 2024, **ORDERED** that:

1. 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
2. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage and Cannabis Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: ac430b0609d5f09e4b790003d1dccc8

Donovan Anderson, Chairperson



Silas Grant, Jr., Member

Teri Janine Quinn

Teri Janine Quinn, Member



Ryan Jones, Member



David Meadows, Member

Pursuant to D.C. Official Code § 25-433(d)(1) (applicable to alcohol matters) or 22-C DCMR § 9720 (applicable to medical cannabis matters), 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 and Cannabis 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 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 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 BY AND BETWEEN
ADVISORY NEIGHBORHOOD COMMISSION 6B
and
TWENTY-EIGHT USA, LLC T/A SAINT GEORGES**

Pursuant to this Settlement Agreement, (“Agreement”), by and between Twenty-Eight USA, LLC t/a Saint Georges (“Applicant”) and Advisory Neighborhood Commission 6B (“ANC6B”), effective as of the date of its adoption by ANC6B, the parties hereto hereby agree to be legally bound by the terms and conditions of this Settlement Agreement (SA) as it relates to the operation of Applicant’s business located at 301 7th St. S.E. Washington, DC 20003 (“Premises”).

WHEREAS the Premises is within the boundaries of the ANC and the Applicant has applied for a new “C” Restaurant License (ABRA-129296) (“License”) which is now pending before the District of Columbia Alcoholic Beverage and Cannabis Administration (“ABCA”); and,

WHEREAS Applicant and ANC6B are desirous of voluntarily entering into and mutually memorializing the terms and conditions upon which ANC6B has agreed to support the Applicant's License pursuant to the provisions of D.C. Code § 25-446 for the operation and maintenance of Applicant’s business at the Premises in such a manner as to further promote the security, sanitation, peace, order, and quiet of the neighborhood and which ANC6B deems to be in the best interests of the neighborhood; and,

NOW THEREFORE the parties agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.

2. Nature of the Business. Applicant has applied to operate an establishment with a Class “C” Restaurant License with endorsements for a Sidewalk Café at the Premises. Applicant shall be permitted to change the type and class of license and operate in accordance with any new or current licenses, endorsements, and permits issued by the Board. Applicant currently seeks total seating for up to 68 patrons, inclusive of 44 indoors, 24 on the sidewalk café. In no event shall Applicant operate or seek to operate the establishment in excess of the maximum number of patrons agreed to in this Settlement Agreement (SA) or that may lawfully occupy the Premises pursuant to its Certificate of Occupancy.

3. Hours of Operation, Sales, Service and Consumption. Applicant’s hours of operation, and alcoholic beverage sales, service, and consumption may be changed from time to time at Applicant's discretion, as may be otherwise permitted by its License, but in no event shall exceed or extend beyond the following:

Hours of Operation and Hours of Sales, Service, and Consumption on the Interior:

Monday through Thursday 7:00 AM – 9:00 PM;

Friday through Sunday 7:00 AM – 10:00 PM

Hours of Operation and Hours of Sales, Service, and Consumption on the Sidewalk Cafe:

Monday through Thursday 7:00 AM – 9:00 PM;

Friday through Sunday 7:00 AM – 10:00 PM

Hours of Entertainment on the Interior and on the Sidewalk Café:

Saturday and Sunday ONLY 10:00 AM – 9:00 PM (provided that entertainment shall not be offered on the Sidewalk Café for more than five (5) [REDACTED] hours on any single day);

No entertainment Monday through Friday

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Provided, however, that (1) on days designated by the DC ABC Board as “extended Hours for ABC Establishments,” Applicant may serve alcoholic beverages for one additional hour; (2) in the event the Council of the District of Columbia or the ABC Board grant licenses in general extended operating hours for particular event(s), Applicant may avail itself of such extended hours; and, (3) on January 1 of each year Applicant may serve alcoholic beverages until 3 a.m. In addition, the Licensee may apply for a one-day substantial change, without objection from ANC6B, to offer entertainment. Applicant must submit, as required by regulation, any forms or documents to ABCA and gain approval for such extended hours of service or entertainment. These extended hours shall apply only to the hours of operation of the interior of the Premises.

4. *Trash Management and Maintenance.* Applicant agrees to utilize the trash storage area at the rear of the premises to store all receptacles for trash and recyclables. The structure will be cleaned regularly to maintain sanitary conditions and prevent odors.

- a. Applicant shall contract with third party sanitation or waste management and recycling vendor(s) to collect garbage and non-recyclable waste 5 days per week and recycling a minimum of 3 days per week (or such more frequent schedules as may be necessary to prevent the receptacles from exceeding their capacity);
- b. Applicant will ensure timely waste disposal that minimizes disruption to the neighbors. Garbage, recyclable, and grease collections shall not occur before 9:00 a.m. or after 10:00 p.m. No glass shall be placed in any exterior receptacle nor otherwise disposed of after 9:00 p.m. or before 9:00 a.m. Any glass material needing to be recycled between 9:00 p.m. and 9:00 a.m. shall be stored inside Applicant’s establishment until at least 9:00 a.m. the following day. Applicant will collaborate with the third-party trash collection service to ensure that pickups occur within the specified hours. If trash collection consistently occurs outside of the preferred hours, Applicant will actively seek an alternative trash collection company that can comply with the specified schedule.
- c. Applicant shall dispose of garbage and non-recyclable trash in sealed bags that are placed in appropriate rodent-proof receptacles capable of being fully closed with tight-fitting lids. Applicant shall utilize and maintain rodent-resistant garbage containers that are of sufficient capacity to store all garbage and non-recyclable waste. Applicant shall have a separate receptacle for recyclable trash (glass, plastic, cardboard, and metal cans that have been rendered free of organic materials) which are stored in the trash storage area at the rear of the Premises. Further, Applicant shall use its best efforts to store grease in a receptacle designed for such purpose to store grease on the interior of the Premises or in the trash storage enclosure.
- d. In consideration of the residential neighborhood, and the desire to minimize the impact of the Establishment on local residents, Applicant agrees to monitor and maintain the trash storage enclosure and area by utilizing proper trash management and sanitary maintenance practices and adhering to the following conditions:
 1. Garbage, grease, and/or recycling spills shall be cleaned up as soon as practicable after they occur. Any leak or spillage of grease shall be promptly cleaned utilizing standard industry practices such as solvents and power washing for such uncontained grease.
 2. Applicant will daily check the full area around the trash receptacles and pick up or hose down any debris or liquid waste left behind after garbage, grease, or recycling receptacles have been emptied. Further, Applicant shall assign a staff person to inspect the exterior trash area each night and close the lids of any receptacles that were left open prior to closing.
 3. All receptacles used for grease, garbage, recyclable trash, and waste shall be maintained in good repair and in safe and sanitary condition. Any damaged or leaking containers, including dumpster lids that become bent or warped such that they are no longer rodent-proof, shall be promptly repaired or replaced.

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4. Applicant shall power-wash the trash storage area and all receptacles no less often than once every two weeks. However, no power-washing shall take place between the hours of 7:00 p.m. and 9:00 a.m. on weekdays or 7:00 p.m. and 12:00 noon on weekends.
- e. Applicant shall not store or place any kegs, bottles, foodstuffs, palettes of materials, or other consumable goods of any type outside the Premises.

5. Maintenance of Public Space Adjacent to the Premises. In consideration of the residential neighborhood, and the desire to minimize the impact of the Establishment on local residents, Applicant agrees to monitor and maintain the entire property and the sidewalk (up to and including the curb), tree box(es), free of litter, and other debris in compliance with D.C. Code and Municipal Regulations (DCMR). Applicant shall cause the specified areas to be regularly swept, and remove litter and debris on not less than a daily basis, weather permitting. Applicant shall provide adequate refuse disposal receptacles to minimize public disposal of waste and litter originating from the Premises. Further, Applicant shall remove snow and ice from sidewalks fronting the establishment within the time limits set by the District of Columbia.

6. Noise Mitigation. Applicant will strictly comply with D.C. Official Code § 25-725 (“DC Noise Ordinance”) regarding emanation of noise from the Establishment. Applicant specifically agrees that it shall not produce any sound, noise, or music by the use of any: (1) Mechanical device, machine, apparatus, or instrument for amplification of the human voice or any sound or noise; (2) Bell, horn, gong, whistle, drum, or other noise-making article, instrument, or device; or (3) Musical instrument of such intensity that it may be audible beyond the rear property line or in the contiguous physical block on which the Premises is located.

Applicant will take all reasonable steps necessary to mitigate pursuant to the DC Noise Ordinance noise emanating from mechanical equipment, subject to D.C. Code 25-725(b), that is directly associated with Applicant’s Establishment. Noise mitigating actions may include maintenance of such equipment per manufacturer recommendations, installation of sound absorbing and sound dampening materials on the roof between the HVAC and kitchen equipment and the residential properties along the rear of the Premises. Sound absorbing and dampening material will be sufficient to reduce noise to levels that meet DCMR noise regulations at the rear property line.

Applicant has applied for an Entertainment Endorsement and may play live or pre-recorded music over fixed or portable speakers on the interior of the premises or the Sidewalk Café to enhance the ambiance, but ensuring that the volume is kept at a level that is not audible within any nearby residences. Applicant will maintain compliance with the hours and timeframes specified in Section 3 above.

8. Odor and Emission Control. Applicant shall ensure that regularly scheduled maintenance and cleaning of exhaust hoods, fans and vents are undertaken in accordance with manufacturer’s specifications for the type and amount of cooking undertaken. Applicant will also clean and/or exchange the filters as often as necessary to ensure optimal grease and particulate removal and odor mitigation for the type and quantity of cooking undertaken. Applicant will ensure that any mechanical issues that develop with the equipment are promptly addressed.

9. Sanitation and Pest Control. Applicant shall maintain in force a contract for regular and recurring application of a plan for pest control that includes baiting or similar rodent abatement procedures for the entire premises including the trash storage enclosure. This pest control contract will specify that rodent treatment will occur two times per month. Applicant shall provide proof of its rat and vermin control contract and of regular inspection and treatment pursuant to such contract, upon request from an Investigator of the Board. Applicant shall maintain property and take landscaping steps, such as removing thick ground cover, trimming bushes, closing rat holes, and using pond stones, where needed, to reduce habitat for rats and vermin.

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Applicant will proactively collaborate with the neighborhood and adjacent property owners to implement measures aimed at reducing rodent and pest issues, no matter the source, willingly and to the best of its ability.

10. Restrictions on Use of Points for Access/Egress. Applicant shall not encourage commercial third party vendors to park a delivery truck in the public alley near the Premises. Applicant will notify commercial delivery vendors about the above prohibition and will not accept deliveries of food or other restaurant supplies from such vendors if, after repeated warnings, the vendor continues to park delivery trucks in the public alley.

11. Security Cooperation in Stemming Loitering and Illegal Drugs. Applicant shall, to the full extent permissible by law, discourage loitering in the vicinity of the Premises. Applicant agrees to monitor for and prohibit sales or use of illegal drugs within or about the Premises and maintain contact and cooperate with MPD and other enforcement officials when known or suspected drug activities occur. Additionally, Applicant will install both interior and exterior security cameras around the Premises. Footage from these cameras will be made available to the Metropolitan Police Department (MPD) upon request to aid in the safety and security of the area.

12. Compliance with Agency Regulations. Applicant understands and promises to maintain compliance with all DC laws and regulations. Specifically, Applicant will comply as otherwise required by law in all material respects to ABCA, Department of Licensing and Consumer Protection (DLCP), DC Health (DOH), and other applicable DC Agency regulations regarding (a) conduct of its business and (b) the ownership of the license and all other provisions applicable to liquor licenses. Any reference made to specific laws and regulations in this Agreement is meant for informational purposes only.

13. Notice and Opportunity to Cure. In the event that any of the parties is in breach of this SA, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the SA. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall be provided for a cure within 10 calendar days of the date of such notice. ANC 6B will notify Bouzid Aissaoui [Email: bouzance@gmail.com], via electronic mail of any alleged violations. If Applicant refuses or fails to commence the cure or diligently to pursue such cure within the 10-day period (or a breach which reasonably requires more than 10 days to cure), such refusal or failure shall constitute a cause for filing a complaint with the ABCA Board pursuant to D.C. Code § 25-447.

Settlement Agreement

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IN WITNESS WHEREOF the parties have affixed hereunto their signatures.

Applicant:

TWENTY-EIGHT USA, LLC T/A SAINT GEORGES
ABRA# 129296
310 7th Street SE
Washington, DC 20003
Bouzid Aissaoui, Member
bouzance@gmail.com [email]

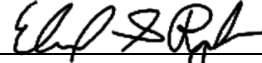
Signed by:

Signature: _____
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Date: 11/4/2024

ANC:

Advisory Neighborhood Commission 6B
700 Pennsylvania Avenue, SE, 2nd Floor
Washington, DC 20003
Edward Ryder, Chairperson


Signature: _____

Date: 11-12-2024