

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

| | | |
|-----------------------------|---|--------------------|
| In the Matter of: |) | |
| |) | |
| GF, Inc. |) | |
| t/a Il Canale |) | |
| |) | License No. 083707 |
| |) | Order No. 2010-408 |
| Holder of a |) | |
| Retailer's Class CR License |) | |
| at premises |) | |
| 1063 31st Street, N.W. |) | |
| Washington, D.C. 20007 |) | |

GF, Inc., t/a Il Canale, Applicant

William Starrels, Commissioner, Advisory Neighborhood Commission (ANC) 2E,
Protestants

Jennifer Altemus, President, Citizens Association of Georgetown (CAG), Protestants

BEFORE: Nick Alberti, Acting Chairperson
Donald Brooks, Member
Herman Jones, Member
Calvin Nophlin, Member
Mike Silverstein, Member

ORDER ON AMENDMENT TO VOLUNTARY AGREEMENT

The official records of the Alcoholic Control Board (Board) reflect that G.F., Inc., t/a IL Canale, Holder of a Retailer's Class CR License, located at 1063 31st Street, N.W., Washington, D.C., Commissioner William Starrels, on behalf of ANC 2E, and President Jennifer Altemus, on behalf of CAG, have entered into an Amendment to Voluntary Agreement, dated July 8, 2010, amending the previously executed October 30, 2000, Voluntary Agreement and setting forth the terms and conditions that govern 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 Starrels, on behalf of ANC 2E, and President Jennifer Altemus, on behalf of CAG, are signatories to the Agreement.

GF, Inc.
t/a Il Canale
License No: 083707
Page 2

Accordingly, it is this 11th day of August 2010, **ORDERED** that:

1. The above-referenced Amendment to Voluntary Agreement submitted by the Applicant, ANC 2E, and CAG to govern the operations of the Applicant's establishment are **APPROVED** and **INCORPORATED** as part of this Order; and
2. Copies of this Order shall be sent to the Applicant, ANC 2E, and CAG.

G.F., Inc.
t/a IL Canale
License No: 083707
Page 3

District of Columbia
Alcoholic Beverage Control Board



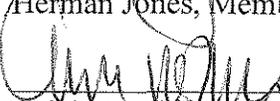
Nick Alberti, Acting Chairperson



Donald Brooks, Member



Herman Jones, Member



Calvin Noplin, Member



Mike Silverstein, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), 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, 1250 U Street, N.W., 3rd Floor, Washington, D.C. 20009.

AMENDMENT TO AGREEMENT

DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE
REGULATORY ADMINISTRATION
2010 JUL 11 P 11:47

Whereas Advisory Neighborhood Commission 2E (ANC) and the Citizens Association of Georgetown (CAG) entered into an Agreement with Alamo Grill of Georgetown, Inc. (Alamo) on October 30, 2000, and

Whereas the license was transferred from Alamo to G.F., Inc. t/a Il Canale (Il Canale) on January 28, 2010, and

Whereas the ANC, CAG and Il Canale have revisited the hours of operation and entertainment for the restaurant, sidewalk café and summer garden,

Now Therefore, it is agreed that the Agreement of October 30, 2000 is hereby amended as follows:

- 3. Peace, Order and Quiet:
(b) is amended to read:

Reasonable care and steps shall be taken by Il Canale to assure that its departing patrons neither disturb public quiet after 2 a.m. Sunday through Thursday and 3 a.m. Friday and Saturday nor damage private property on 31st Street N.W. from M Street to South Street

Based on the foregoing, Il Canale agrees to change and limit the hours of entertainment from 11 a.m. to 10 p.m., and the ANC and CAG have no objection to the hours of operation and sales for the restaurant, the Sidewalk Café and Summer Garden amended to read: Sunday through Thursday 11 a.m. to 2 a.m.; Friday and Saturday 11 a.m. to 3 a.m.

| | | |
|---|---------------------------|-------------------------|
|  | Commissioner ANC 2E | Dated <u>7/8/10</u> |
|  | Representative CAG | Dated <u>7-8-10</u> |
|  | Managing Member Il Canale | Dated <u>07-08-2010</u> |

Il Canale Amendment to Agreement

PASCAL & WEISS, P.C.
ATTORNEYS AT LAW
1008 PENNSYLVANIA AVENUE, SE
WASHINGTON, DC 20003-2142
(202) 544-2200

PAUL L. PASCAL (DC & MD)
ANTON MAX WEISS (DC & MD)
RISA HIRAO (DC & MD)

TELECOPIER
(202) 544-5839

DISTRICT OF COLUMBIA
DEPARTMENT OF REVENUE
REGISTRY OF MOTOR VEHICLES

2010 JUL 11 2:11:47

REC'D BY: 
E-MAIL ADDRESSES:
ppascal@pascalweiss.com
aweiss@pascalweiss.com
rhirao@pascalweiss.com

July 9, 2010

Mr. Charles Brodsky, Chairperson
ABC Board of the District of Columbia
1250 U Street, NW, Third Floor
Washington, DC 20009

Re: G.F., Inc. t/a IL Canale 1063 31st Street, N.W. License No. 083707

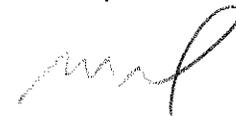
Dear Mr. Brodsky and fellow Board Members:

Enclosed please find an Amendment to Agreement of the October 30, 2000 Voluntary Agreement for the licensee executed by all parties to the original agreement. (IL Canale is the successor licensee to the Agreement).

We request that the Board approve the Amendment to Agreement, and further request that the licensee's hours of entertainment, operation and sales for the Restaurant, Sidewalk Café and Summer garden be amended to conform to the Amendment to the Agreement and construe the changes not to be a substantial change in light of the ANC's and CAG's agreement.

Thanking you for your consideration, I remain,

Sincerely,



Paul L. Pascal
Attorney at Law

PLP:jp

Enclosure

cc. ANC via e mail
CAG via e mail
IL Canale via e mail

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

| | | |
|------------------------------------|---|----------------------|
| _____ |) | |
| In the Matter of : |) | |
| |) | |
| Alamo Grill of Georgetown, Inc. |) | |
| t/a same |) | |
| |) | |
| Application for a Retailer's Class |) | Case no.11826-00107P |
| CR – renewal application |) | |
| at premises |) | |
| 1063 Wisconsin Avenue, Northwest |) | |
| Washington, D.C. |) | |
| _____ |) | |

Peter Pulsifer, Chair, on behalf of the Advisory Neighborhood Commission 2E, John L. Hopkins and Barbara Downs, on behalf of the Citizens Association of Georgetown, Protestants

Ely Hurwitz, Esquire, on behalf of Applicant

**BEFORE: Roderic L. Woodson, Esquire, Chair
Vera Abbott, Member
Charles Burger, Member
Laurie Collins, Member
Judy Moy, Member
Ellen Opper-Weiner, Esquire, Member
Audrey E. Thompson, Member**

ORDER ON WITHDRAWN PROTEST AND VOLUNTARY AGREEMENT

This matter, having been protested, came before the Board for public hearing on August 16, 2000, in accordance with D.C. Code Section 25-115(c)(5)(1999 Supp.), providing for the protestants to be heard. Peter Pulsifer, Chair, on behalf of the Advisory Neighborhood Commission 2E, and John L. Hopkins and Barbara Downs, on behalf of the Citizens Association of Georgetown, filed timely protest letters.

The official records of the Board reflect that the parties have now reached an agreement that has been reduced to writing, and has been properly executed and filed with the Board. Pursuant to the agreement dated October 30, 2000, the protestants have agreed to withdraw the opposition, provided however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the Agreement.

Alamo Grill of Georgetown, Inc.
t/a Same
Page two

Accordingly, it is this 9th day of March 2001, **ORDERED** that:

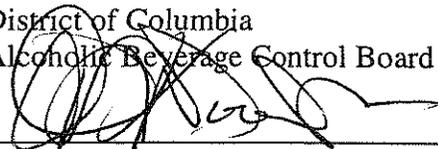
1. The opposition of Peter Pulsifer, Chair, on behalf of the Advisory Neighborhood Commission 2E, and John L. Hopkins and Barbara Downs, on behalf of the Citizens Association of Georgetown, be, and the same hereby, is **WITHDRAWN**;

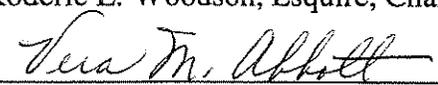
2. The application of Alamo Grill of Georgetown, Inc. t/a same for a retailer's class CR license (renewal), located at 1063 - 31st Street, N.W., Washington, D.C., be, and the same hereby, is **GRANTED**;

3. The above-referenced agreement between the parties, be, and the same hereby, is **INCORPORATED** as part of this **ORDER**, and:

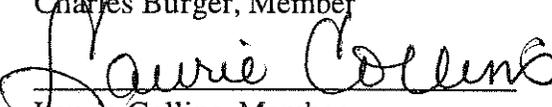
4. Copies of this Order shall be sent to the Protestants and the Applicant's Attorney.

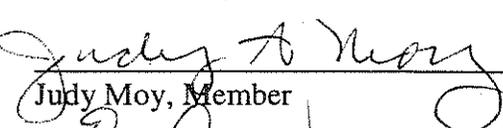
District of Columbia
Alcoholic Beverage Control Board

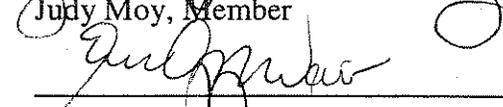

Roderic L. Woodson, Esquire, Chair

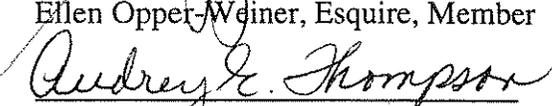

Vera Abbott, Member

Charles Burger, Member


Laurie Collins, Member


Judy Moy, Member


Ellen Opper-Weiner, Esquire, Member


Audrey E. Thompson, Member

AGREEMENT

This agreement is made this 30 day of October, 2000 by the Advisory Neighborhood Commission 2E (ANC) and the Citizens Association of Georgetown (CAG) and John L. Hopkins, Individually, with Alamo Grill of Georgetown, Inc. t/a Alamo Grill of Georgetown (Alamo).

This voluntary agreement shall become a part of and condition to Alamo's alcoholic beverage license and replaces any prior agreements.

This agreement is entered into in order to preserve and maintain the peace, order, quiet, safety and cleanliness of the neighborhood.

1. Public Sanitation:

- a.) Alamo shall store all trash, refuse and garbage in rodent resistant containers. Such containers shall not obstruct exist from the Alamo premises.
- b.) Exterior spaces used in the service of food and beverage shall be cleaned after each days use to remove food and beverage items.
- c.) The Alamo shall provide for regular refuse pick-up or collection.

2. Public Access:

- a.) The seating operated in public space shall be in accordance with District of Columbia laws, regulations and permits. It shall not encroach upon the public space of adjacent properties or restrict the passage of pedestrians by reducing the usable sidewalk to less than that shown on Alamo's public space permit.
- b.) Storage at and the rear use of the Alamo premises shall not encroach upon public access space (i.e. alley) or obstruct access to and from adjacent properties.

3. Peace, Order and Quiet:

- a.) Entertainment and speakers for live or recorded music shall be confined to the Alamo premises and shall not be performed or placed on public space. Such entertainment and music shall not be audible in adjacent structures or private space.
- b.) Reasonable care and steps shall be taken by Alamo to assure that its departing patrons neither disturb public quiet after 11:00 PM Monday through Friday and 12:00 AM Friday and Saturday nor damage private property on 31st Street, NW from M Street to South Street.
- c.) The Alamo agrees to not seat customers in its side walk seating under a public space use permit after 10:00 PM and to have cleared such space by 11:00 PM Monday through Thursday and to not use such space after 12:00 AM Friday and Saturday.

4. Marketing and Promotional Activities:

- a.) The Alamo shall not place signs, billboards, chalkboards or other marketing devices including leaflets on public space as required by District of Columbia laws and regulations.

b.) Leafleting activities are opposed by the Citizens Alliance of Georgetown and precluded in other voluntary agreements entered into by the ANC and CAG. Therefore leaflets shall not be used.

5. Operations:

a) The applicant agrees not to apply for an public hall license.

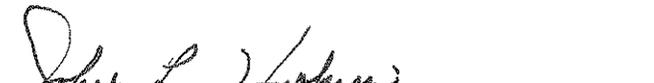
b) The applicant agrees to conduct the restaurant as a full service restaurant at all times during its opening hours.

This agreement is hereby agreed to by the undersigned.

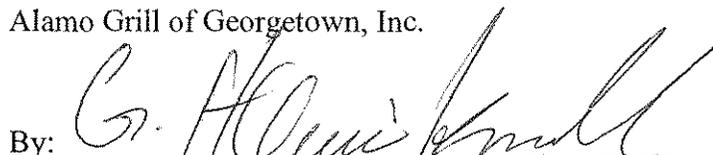


Commissioner ANC 2E


Representative Citizens Association of Georgetown


John L. Hopkins, Individually

Alamo Grill of Georgetown, Inc.

By: 
Gholam H. Kowkabi, President


Shawn Korshidi, Sec/Treasurer

AGREEMENT

This agreement is made this 26th day of April 1999 by the Advisory Neighborhood Commission 2E (ANC) and the Citizens Association of Georgetown (CAG) with Alamo Grill of Georgetown, Inc. t/a Alamo Grill of Georgetown (Alamo).

This voluntary agreement shall become a part of and condition to Alamo's alcoholic beverage license.

This agreement is entered into in order to preserve and maintain the peace, order, quiet, safety and cleanliness of the neighborhood.

1. Public Sanitation:

- a.) Alamo shall store all trash, refuse and garbage in rodent resistant containers. Such containers shall not obstruct exist from the Alamo premises.
- b.) Exterior spaces used in the service of food and beverage shall be cleaned after each days use to remove food and beverage items.
- c.) The Alamo shall provide for regular refuse pick-up or collection.

2. Public Access:

- a.) The seating operated in public space shall be in accordance with District of Columbia laws, regulations and permits. It shall not encroach upon the public space of adjacent properties or restrict the passage of pedestrians by reducing the usable sidewalk to less than that shown on Alamo's public space permit.
- b.) Storage at and the rear use of the Alamo premises shall not encroach upon public access space (i.e. alley) or obstruct access to and from adjacent properties.

3. Peace, Order and Quiet:

- a.) Entertainment and speakers for live or recorded music shall be confined to the Alamo premises and shall not be performed or placed on public space. Such entertainment and music shall not be audible in adjacent structures or private space.
- b.) Reasonable care and steps shall be taken by Alamo to assure that its departing patrons neither disturb public quiet after 11:00 PM Monday through Friday and 12:00 AM Friday and Saturday nor damage private property on 31st Street, NW from M Street to South Street.
- c.) The Alamo agrees to not seat customers in its side walk seating under a public space use permit after 10:00 PM and to have cleared such space by 11:00 PM Monday through Thursday and to not use such space after 12:00 AM Friday and Saturday.

4. Marketing and Promotional Activities:

- a.) The Alamo shall not place signs, billboards, chalkboards or other marketing devices on public space as required by District of Columbia laws and regulations.
- b.) Leafleting activities are opposed by the Citizens Alliance of Georgetown and precluded in other voluntary agreements entered into by the ANC and CAG. Therefore leaflets shall not be placed on motor vehicles.
- c.) The Alamo at its expense shall clean up discarded leaflets in an area defined by lines drawn from the intersections of Wisconsin and M Street, NW; 31st and N Streets, NW; Thomas Jefferson and M Streets, NW; and 31st and K Streets, NW.
- d.) Such leafleting shall not be so aggressive as to obstruct the passage of pedestrians on the public sidewalk.

Agreement of April 26, 1999 relating to Alamo Grill of Georgetown, Inc.

Page 2.

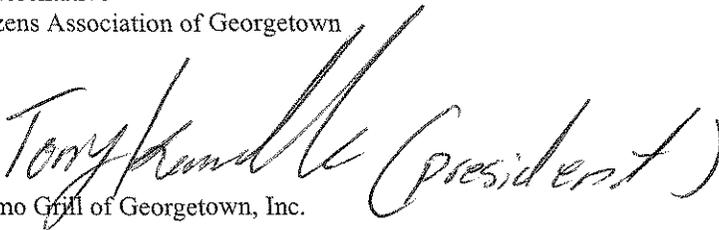
This agreement is hereby agreed to by the undersigned.



Commissioner
Advisory Neighborhood Commission 2E



Representative
Citizens Association of Georgetown



(president)

Alamo Grill of Georgetown, Inc.