

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

In the Matter of:)	
)	
GF, Inc.)	
t/a Il Canale)	
)	
Holder of a)	License No. ABRA-083707
Retailer's Class CR License)	Order No. 2014-108
)	
at premises)	
1063 31st Street, N.W.)	
Washington, D.C. 20007)	

GF, Inc., t/a Il Canale (Licensee)

Ron Lewis, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 2E

Pamla H. Moore, President, Citizen's Association of Georgetown (CAG)

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Mike Silverstein, Member
Hector Rodriguez, Member
James Short, Member

ORDER ON SECOND AMENDMENT TO SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that GF, Inc., t/a Il Canale (Licensee), ANC 2E and CAG entered into a Settlement Agreement (Agreement), dated October 30, 2000, and an Amendment to Settlement Agreement, dated July 8, 2010, that governs the operation of the Licensee's establishment. This matter comes now before the Board to consider the Parties' Second Amendment to Settlement Agreement (Amendment), dated March 5, 2014, in accordance with D.C. Official Code § 25-446 (2001).

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

The Amendment has been reduced to writing and has been properly executed and filed with the Board. The Licensee; Chairperson Ron Lewis, on behalf of ANC 2E; and Pamela H. Moore, on behalf of CAG, are signatories to the Amendment.

Accordingly, it is this 28th day of March, 2014, **ORDERED** that:

1. The above-referenced Second Amendment to Settlement Agreement, dated March 5, 2014, 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 Agreement and Amendment, not amended by the Second Amendment, shall remain in full force and effect; and
3. Copies of this Order shall be sent to the Licensee, ANC 2E and CAG.

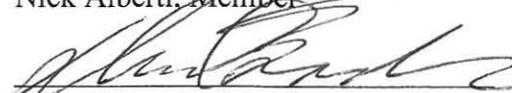
District of Columbia
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



Nick Alberti, Member

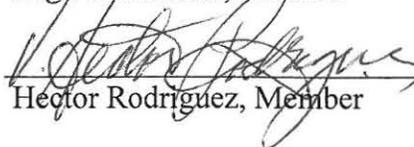


Donald Brooks, Member

Herman Jones, Member



Mike Silverstein, Member



Hector Rodriguez, Member

James Short, Member

Pursuant to D.C. Official Code § 25-433, 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, 500 Indiana Avenue, N.W., Washington, D.C. 20001. However, the timely filing of a Motion for Reconsideration pursuant to D.C. Official Code § 25-433, 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).

SECOND AMENDMENT TO SETTLEMENT AGREEMENT

Whereas Advisory Neighborhood Commission 2 E (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 and Il Canale entered in an Amendment to Agreement dated July 8, 2010 which was approved by the ABC Board on the 11th day of August, 2010, and

Whereas all prior agreements were incorporated as part of the Order, and

Whereas Il Canale has submitted a request for a substantial change to expand into 1065 31st Street, N.W. which will enlarge the total restaurant seating and enlarge the sidewalk café seating, and

Whereas the ANC, CAG and Il Canale have revisited the operations of the current and expanded site,

Now Therefore it is agreed that the original Settlement Agreement, the first Amendment to Settlement Agreement is further amended by this second amendment to settlement agreement as follows:

3. Peace, Order and Quiet:

New section (d) is added:

Il Canale agrees that it will not have dancing, a DJ or engage promoters.

All prior agreements are incorporated into this Second Amendment to Settlement Agreement and remain in force and effect.

Based on the foregoing the ANC and CAG have no objection to the Substantial Change request.

_____ Commission ANC 2E Dated _____

_____ Representative CAG Dated _____

 _____ President GF, INC T/A Il Canale Dated 3/5/2014

SECOND AMENDMENT TO SETTLEMENT AGREEMENT

Whereas Advisory Neighborhood Commission 2 E (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 and Il Canale entered in an Amendment to Agreement dated July 8, 2010 which was approved by the ABC Board on the 11th day of August, 2010, and

Whereas all prior agreements were incorporated as part of the Order, and

Whereas Il Canale has submitted a request for a substantial change to expand into 1065 31st Street, N.W. which will enlarge the total restaurant seating and enlarge the sidewalk café seating, and

Whereas the ANC, CAG and Il Canale have revisited the operations of the current and expanded site,

Now Therefore it is agreed that the original Settlement Agreement, the first Amendment to Settlement Agreement is further amended by this second amendment to settlement agreement as follows:

3. Peace, Order and Quiet:

New section (d) is added:

Il Canale agrees that it will not have dancing, a DJ or engage promoters.

All prior agreements are incorporated into this Second Amendment to Settlement Agreement and remain in force and effect.

Based on the foregoing the ANC and CAG have no objection to the Substantial Change request.

Ron Lewis Commission ANC 2E Dated 3/5/14

Janet H. Moore Representative CAG Dated 3-6-2014

**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.

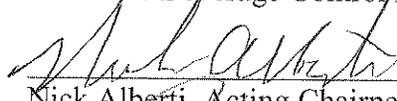
GF, Inc.
t/a Il Canale
License No: 083707
Page 2

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

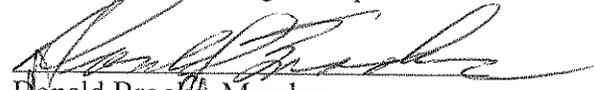
1. The above-referenced Amendment to Voluntary Agreement submitted by the Applicant, ANC 2E, and CAG to govern the operations of the Applicant's establishment are **APPROVED** and **INCORPORATED** as part of this Order; and
2. Copies of this Order shall be sent to the Applicant, ANC 2E, and CAG.

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

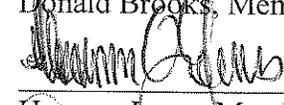
District of Columbia
Alcoholic Beverage Control Board



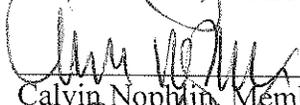
Nick Alberti, Acting Chairperson



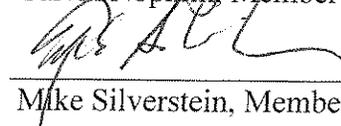
Donald Brooks, Member



Herman Jones, Member



Calvin Nophain, 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

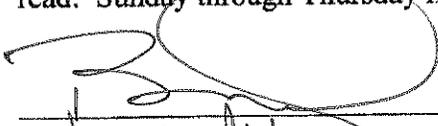
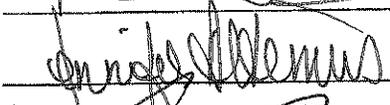
Whereas the ANC, CAG and Il Canale have revisited the hours of operation and entertainment for the restaurant, sidewalk café and summer garden,

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
ALCOHOLIC BEVERAGE
REGULATION ADMINISTRATION

2010 JUL 11 2:47

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:

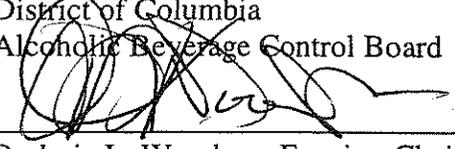
1. The opposition of Peter Pulsifer, Chair, on behalf of the Advisory Neighborhood Commission 2E, and John L. Hopkins and Barbara Downs, on behalf of the Citizens Association of Georgetown, be, and the same hereby, is **WITHDRAWN**;

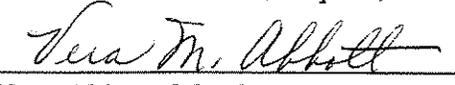
2. The application of Alamo Grill of Georgetown, Inc. t/a same for a retailer's class CR license (renewal), located at 1063 - 31st Street, N.W., Washington, D.C., be, and the same hereby, is **GRANTED**;

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

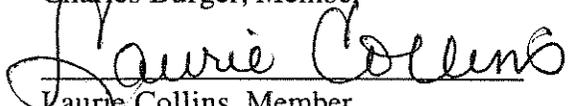
4. Copies of this Order shall be sent to the Protestants and the Applicant's Attorney.

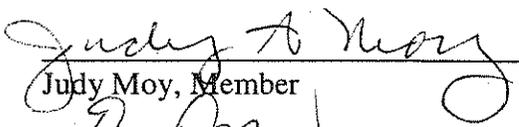
District of Columbia
Alcoholic Beverage Control Board

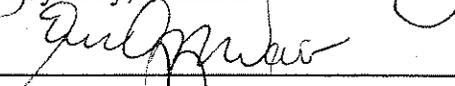

Roderic L. Woodson, Esquire, Chair


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.

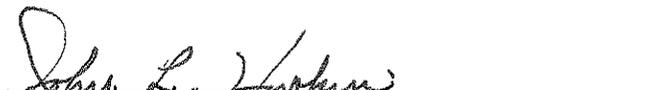
b) The applicant agrees to conduct the restaurant as a full service restaurant at all times during its opening hours.

This agreement is hereby agreed to by the undersigned.

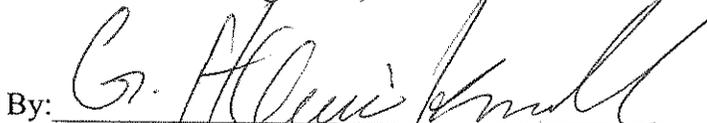


Commissioner ANC 2E


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.

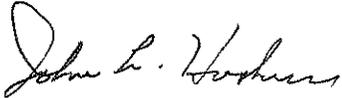
Agreement of April 26, 1999 relating to Alamo Grill of Georgetown, Inc.

Page 2.

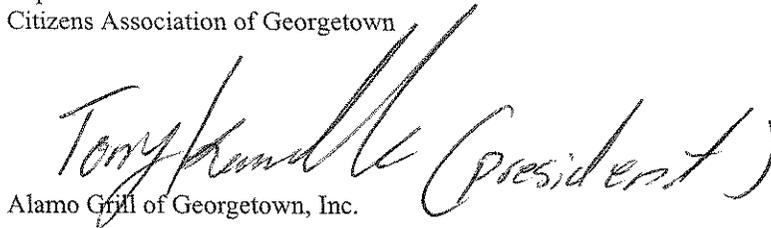
This agreement is hereby agreed to by the undersigned.



Commissioner
Advisory Neighborhood Commission 2E



Representative
Citizens Association of Georgetown



Alamo Grill of Georgetown, Inc.