

**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
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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.

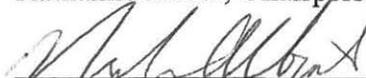
Accordingly, it is this 28th day of March, 2014, **ORDERED** that:

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.

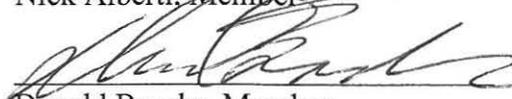
District of Columbia
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson

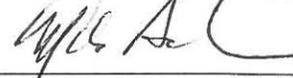


Nick Alberti, Member

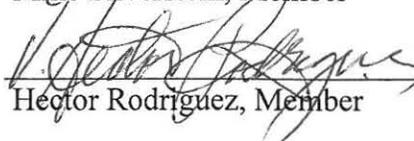


Donald Brooks, Member

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

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

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