

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

**In the Matter of:**

Georgetown Restaurant Group, LLC

Applicant for a New  
Retailer's Class CR License

at premises  
3276 M Street, NW  
Washington, D.C. 20007

Case No.: 22-PRO-00045  
License No.: ABRA-120570  
Order No.: 2022-578

Georgetown Restaurant Group, LLC, Applicant

Lisa Palmer, Commissioner, Advisory Neighborhood Commission (ANC) 2E, Protestant

Tara Sakraida, President, Citizens Association of Georgetown (CAG)

**BEFORE:** Donovan Anderson, Chairperson  
James Short, Member  
Bobby Cato, Member  
Rafi Aliya Crockett, Member  
Jeni Hansen, Member  
Edward S. Grandis, Member

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

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The Application filed by Georgetown Restaurant Group, LLC Applicant), for a new Retailer's Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on June 21, 2022, and Protest Status Hearing on July 20, 2022, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 2E, and CAG have entered into a Settlement Agreement (Agreement), dated July 27, 2022, that governs the operations 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 Lisa Palmer, on behalf of ANC 2E; and Tara Sakraida, on behalf of CAG; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 2E.

Accordingly, it is this 3rd day of August 2022, **ORDERED** that:

1. The Application filed by Georgetown Restaurant Group, LLC, for a new Retailer's Class CR License, located at 3276 M Street, NW, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 2E in this matter is hereby **WITHDRAWN**;
3. 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
4. Copies of this Order shall be sent to the Parties.

District of Columbia  
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com  
*Donovan Anderson*  
Key: a:4326926613f0e4d73009d1d0c08

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com  
*James Short*  
Key: 847ae372f20ca6ac8d1b332dd2948ec

James Short, Member

eSigned via SeamlessDocs.com  
*Bobby Cato*  
Key: 256c32aaf7be146d7c075bd7917d20d

Bobby Cato, Member

eSigned via SeamlessDocs.com  
*Rafi Aliya Crockett, Member*  
Key: b560e91845e1f9e4016155e5c12f81c0

Rafi Crockett, Member

eSigned via SeamlessDocs.com  
*Jeni Hansen, Member*  
Key: 82172231f2604f7491b36292a41e65

Jeni Hansen, Member

eSigned via SeamlessDocs.com  
*Edward Grandis, Member*  
Key: 5027bd47f870040ec14adeb52541ce5

Edward S. Grandis, 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, 2000 14<sup>th</sup> 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 (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 (2008) 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 BETWEEN GEORGIETOWN RESTAURANT GROUP, LLC;  
ADVISORY NEIGHBORHOOD COMMISSION 2E; AND THE CITIZENS ASSOCIATION OF  
GEORGETOWN**

**THIS SETTLEMENT AGREEMENT** ("Agreement") is made on this \_\_\_\_\_ day of July 2022, by and between Georgetown Restaurant Group, LLC ("Applicant"), Advisory Neighborhood Commission 2E ("ANC2E"), and The Citizens Association of Georgetown ("CAG"), also referred to collectively as the "Parties."

WHEREAS, Applicant has applied for a Retailer's Class C Restaurant ABC license (ABRA-120570) with Summer Garden, Entertainment Endorsement, and Alcoholic Beverage Carryout & Delivery Endorsements ("License") encompassing the basement, the ground floor, the mezzanine, and the Summer Garden of the Georgetown Market building located at 3276 M Street, NW ("Premises");

WHEREAS, Parties wish to enter into this Settlement Agreement ("Agreement") pursuant to DC Official Code § 25-446 to address concerns related to peace, order, and quiet and to eliminate the need for a Protest Hearing regarding the License application;

WHEREAS, Parties request that the Alcoholic Beverage Control Board ("ABC Board") approve the Applicant's License application conditioned upon Applicant's compliance with the terms of this Agreement; and

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. **Occupancy.** The Premises' occupancy shall not exceed 375, which is inclusive of 100 seats on the Summer Garden.
3. **Hours.**
  - a. The Hours of Operation and Hours of Alcoholic Beverage Sales, Service and Consumption for interior Premises and Summer Garden shall be:
    - i. Sunday through Thursday, 8:00am – 1:00am; and
    - ii. Friday & Saturday, 8:00am – 1:45am.
  - b. The Hours of Entertainment shall be:
    - i. Sunday through Thursday, 8:00am – 1:00am; and
    - ii. Friday & Saturday, 8:00am – 1:45am.
  - c. Exceptions to the stated hours shall be granted for:
    - i. Days designated by the ABC Board as "Extended Hours for ABC Establishments" or "Daylight Savings Time Extension of Hours" Licensee may operate for one additional hour (that is, one hour later);
    - ii. In the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours for specific occasions, such as Inauguration or World Cup, Licensee may avail itself of such extended hours;
    - iii. On January 1 of each year Licensee may operate, sell, serve, and permit the consumption of alcoholic beverages until 4:00am; and

- iv. The Applicant may apply for a one-day substantial change in accordance with 23 DCMR § 100, without objection from ANC2E or CAG, to provide Entertainment on the interior premises until 2:00 am on days when the ABC Board or Council permits extended hours for licensees as described in 3(c)(ii) and on January 1 of each year.

**4. Noise**

- a. Applicant shall comply with D.C. Code § 25-725 and follow the noise level requirements set forth in Chapter 27 of Title 20 of the District of Columbia Municipal Regulations.
- b. Patrons' primary ingress and egress to the restaurant shall be from the M Street, NW entrance except for emergency purposes or as otherwise required by law (e.g. to permit social distancing measures).

**5. Trash.**

- a. Applicant shall keep refuse inside a refrigerated trash room ("trash room") inside the Premises until removal for pick up by a commercial trash hauler.
- b. Applicant shall only place trash receptacles on Potomac Ave., NW south of M St., NW on or about the time of their designated pick up by Applicant's trash hauler. Applicant shall return empty refuse receptacles inside the Premises within a reasonable amount of time after the refuse is removed by the trash hauler.
- c. Applicant shall ensure that the area from where trash is picked up is clean and free of trash and other debris on the ground once the receptacles have been placed back inside the trash room.

**6. Public Space and Summer Garden.**

- a. The sidewalk in front of the Premises' entrance on M Street, NW and the private property immediately abutting the Summer Garden Premises shall be kept tidy and litter shall be removed by the Applicant.
- b. Applicant shall, through signage or other means, remind patrons that residents live nearby and encourage patrons to depart the premises in an orderly, quiet manner upon exiting the establishment.
- c. Applicant shall encourage third-party delivery services to park on Potomac Street, NW south of M Street, NW while waiting to pick up food for delivery.
- d. The Summer Garden is currently covered above by an awning and shall remain covered above by an awning or other structure.

**7. Cleaning & Pest Control.** Applicant shall maintain a contract with a professional, licensed cleaning company to provide routine cleaning of the Premises. Applicant will maintain a contract with a professional, licensed pest control company to provide for routine, and as needed, control of pests and vermin at the Premises.

**8. Promoters & Private Events.** No third-party promoters will conduct business on the Premises and no cover charge shall be collected to enter the Premises. "Third-party promoter" does not include individuals hosting private events or individuals accepting donations on behalf of or in partnership with charitable organizations on the Premises.

**9. Parking and Transportation.**

- a. If offered, valet parking shall be staged on Potomac Street, NW south of M Street, not on M Street, NW.
- b. Applicant shall include language on its online reservation system requiring that drop offs and pickups for patrons from taxicabs and ride sharing companies, including, but not limited to Uber, Lyft should occur on Potomac Street, NW., south of M Street

NW. Applicant shall, through signage or other means, also remind patrons when leaving to wait for their ride on Potomac Street, NW rather than in the space between the Establishment and Georgetown Park.

**10. Point of Contact for Establishment.**

- a. Applicant's website will prominently feature an email address to which any comments about the operation of the establishment may be addressed.
- b. At all times the establishment is open to the public, at least one member of Applicant's staff ("Point Person") who is on-site will be responsible for acting in a responsive manner if/when a concern arises with neighboring residents. This Point Person shall understand the terms of this Agreement; be empowered at all times to enforce the terms set forth herein; and will contact Applicant's owners as the situation necessitates.

**11. Notice & Opportunity to Cure.** In the event that any of the Parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within ten (10) days of such notice. If a Party fails to cure within the ten (10) day period (or, with respect to a breach which reasonably requires more than ten (10) days to cure, fails to commence cure of such breach within ten (10) days diligently pursue such cure) failure shall constitute a cause for filing a complaint with the ABC Board.

Any notice which may be given hereunder shall be deemed to have been given if sent by mail or e-mail to the following:

If to Licensee:                   Georgetown Restaurant Partners, LLC  
134 Market Street  
Philadelphia, PA 19106  
Attn: Vice President and General Counsel  
Melissa.macleod@starr-restaurant.com

If to ANC 2E:                   Advisory Neighborhood Commission 2E  
Attention: Lisa Palmer, SMD 2E05  
3265 S Street, NW  
Washington, DC 20007  
2E05@anc.dc.gov

If to CAG:                   Citizens Association of Georgetown  
Attention: Tara Sakraida Parker, President  
1365 Wisconsin Avenue, NW  
Washington, DC 20007  
CAGMail@cagtown.com


**12. Binding Effect.** The Agreement shall be binding and enforceable against the Applicant and successors of Applicant.

**13. No Protest.** Upon execution of this Agreement by the Parties and its approval by the ABC Board, and in reliance thereupon, the ANC and CAG shall refrain from filing a protest against the Applicant's License application.

[signatures on the following page]

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

**ADVISORY NEIGHBORHOOD COMMISSION 2E**

By:  Date: 7/27/22  
Lisa Palmer, ANC 2E05

**THE CITIZENS ASSOCIATION OF GEORGETOWN**

By: Tara Sakraida Date: July 27, 2022  
Tara Sakraida Parker, President

**GEORGETOWN RESTAURANT GROUP, LLC**  
**BY: STARR RESTAURANT ORGANIZATION, LP, MANAGER**  
**BY: STARR RESTAURANT ORGANIZATION GP, LLC, GENERAL PARTNER**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Stephen J. Starr, Manager

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

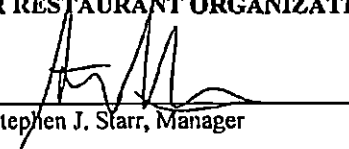
**ADVISORY NEIGHBORHOOD COMMISSION 2E**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Lisa Palmer, ANC 2E05

**THE CITIZENS ASSOCIATION OF GEORGETOWN**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Tara Sakraida Parker, President

**GEORGETOWN RESTAURANT GROUP, LLC**  
**BY: STARR RESTAURANT ORGANIZATION, LP, MANAGER**  
**BY: STARR RESTAURANT ORGANIZATION GP, LLC, GENERAL PARTNER**

By:  \_\_\_\_\_ Date: 7/27/22  
Stephen J. Starr, Manager