

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

**In the Matter of:**

PT Opco, LLC  
t/a Pink Taco

Holder of a  
Retailer's Class CT License

at premises  
100 M Street, SE  
Washington, D.C. 20003

License No.: ABRA-119694  
Order No.: 2022-265

PT Opco, LLC, t/a Pink Taco, Licensee

Edward Daniels, Chairperson, on behalf of Advisory Neighborhood Commission (ANC)  
6D

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

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**ORDER ON FIRST AMENDMENT TO COOPERATIVE AGREEMENT**

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The official records of the Alcoholic Beverage Control Board (Board) reflect that PT Opco, LLC, t/a Pink Taco (Licensee), and ANC 6D entered into a Cooperative Agreement (Agreement), dated January 10, 2022, that governs the operations of the Licensee's establishment. This matter comes now before the Board to consider the Parties' First Amendment to Cooperative Agreement (Amendment), dated May 9, 2022, in accordance with D.C. Official Code § 25-446 (2001).

The Amendment has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Edward Daniels, on behalf of ANC 6D, are signatories to the Amendment.

Accordingly, it is this 8th day of June 2022, **ORDERED** that:

1. The above-referenced First Amendment to Cooperative Agreement 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, not amended by the Amendment, shall remain in full force and effect; and
3. Copies of this Order shall be sent to the Licensee and ANC 6D.

District of Columbia  
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com  
*Donovan Anderson*  
Key: 40C8B92294C779461200995146388

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com  
*James Short*  
Key: 547aa3738b2b0e4a88a1c729a03489a

James Short, Member

eSigned via SeamlessDocs.com  
*Bobby Cato*  
Key: 138435c1d0a146c7f7b75d77911b306

Bobby Cato, Member

eSigned via SeamlessDocs.com  
*Rafi Aliya Crockett, Member*  
Key: b5d0d91845a1f8a4619150e5c1281c07

Rafi Crockett, Member

eSigned via SeamlessDocs.com  
*Jeni Hansen, Member*  
Key: 8217793525054a7a91b009c2a43808

Jeni Hansen, Member

eSigned via SeamlessDocs.com  
*Edward Grandis, Member*  
Key: 5077b2a7709f0040ec14ada652541ca5

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).

### First Amendment to Cooperative Agreement

THIS FIRST AMENDMENT to COOPERATIVE AGREEMENT ("First Amendment") is made on 9<sup>th</sup> day of May, 2022 by and between PT Opco, LLC ("Applicant") and Advisory Neighborhood Commission 6D ("ANC"), collectively, the "Parties". This First Amendment updates the Cooperative Agreement dated January 10, 2022 ("Agreement") which was approved by the ABC Board pursuant to ABC Board Order 2022-021.

### WITNESETH

WHEREAS, the Applicant has applied for a new Retailer's Class C Tavern license for a restaurant business establishment located at 100 M Street, SE, Washington, D.C. 20003 ("Premises"), with indoor space on the ground floor with Sidewalk Café, Entertainment and Carry-out and Delivery endorsements at the Premises;

WHEREAS, Applicant seeks to apply for a summer garden endorsement, and amendments to the Agreement are required to address the Applicant's summer garden operation at the Establishment;

WHEREAS, the Parties request that the Alcoholic Beverage Control Board approve this First Amendment conditioned upon the Applicant's compliance with the terms of this written First Amendment, previously executed Agreement, Board Order, and ABRA License; and

NOW, THEREFORE, in consideration of the recitals set forth above, it is mutually understood and agreed by and between the Parties to amend the previously executed Agreement as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. The first paragraph after "WITNESETH" appearing on page one of the Agreement is hereby amended in its entirety to read as follows:

*"WHEREAS, Applicant has applied for a new Retailer's Class C Tavern license (the "License") for a business establishment ("Establishment") with indoor space on the ground floor and one sidewalk café and summer garden on the ground floor located at 100 M Street SE, Washington, D.C. 20003 ("Premises"). The License includes endorsements for a sidewalk café and summer garden, entertainment, and Carry-out and Delivery; and"*

3. Section 2 "Hours of Operation and Sales" is hereby amended by deleting the phrase "Sidewalk Café" wherever it appears in such section and substituting in lieu thereof in each instance the phrase "Sidewalk Café and Summer Garden";
4. The second sentence in Section 3 "Floors Utilized and Occupancy" is hereby amended by deleting the phrase "94 seats on the Sidewalk Café" and substituting in lieu thereof with the phrase "22 seats on the Sidewalk Café and 60 seats on the Summer Garden";

5. Notice contact paragraph for Applicant in Section 10 "Notice and Opportunity to Cure" is amended by deleting

"Attn: Stephan Schneider  
Phone: (212) 265-2000  
e-mail: [sschneider@pinktaco.com](mailto:sschneider@pinktaco.com)"

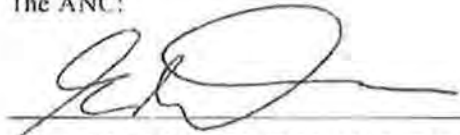
and substituting in lieu thereof the following:

"Attn: Angelo Apietrunti  
E-mail: [aPietrunti@pinktaco.com](mailto:aPietrunti@pinktaco.com)"

6. Agreement Otherwise Unamended. Except as otherwise provided herein, the terms and conditions of the executed Agreement, Board Order, and ABRA License are expressly reaffirmed and remain in full force and effect;
7. No Protest. Upon execution of this First Amendment by the Parties and its acceptance by the ABC Board, and in reliance thereupon, the ANC shall refrain from filing a protest of the Applicant's pending ABC license application and summer garden endorsement application.

[Signatures on the following page]

The ANC:



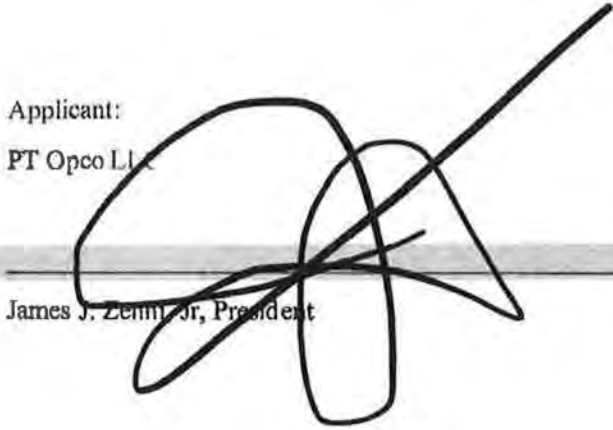
Edward Daniels, ANC 6D07, ANC 6D Chairperson

5/9, 2022

Date

Applicant:

PT Opco LLC



James J. Zenni, Jr., President

5/31, 2022

Date

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

**In the Matter of:**

PT Opco, LLC  
t/a Pink Taco

Applicant for a New  
Retailer's Class CT License

at premises  
100 M Street, SE  
Washington, D.C. 20003

Case No.: 22-PRO-00002  
License No.: ABRA-119694  
Order No.: 2022-021

PT Opco, LLC, t/a Pink Taco, Applicant

Edward Daniels, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 6D

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

**ORDER ON COOPERATIVE AGREEMENT AND  
WITHDRAWAL OF ANC 6D'S PROTEST**

The Application filed by PT Opco, LLC, t/a Pink Taco (Applicant), for a new Retailer's Class CT License, was protested by ANC 6D.

The official records of the Board reflect that the Applicant and ANC 6D have entered into a Cooperative Agreement (Agreement), dated January 10, 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 and Chairperson Edward Daniels, on behalf of ANC 6D, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 6D.

Accordingly, it is this 26th day of January 2022, **ORDERED** that:

1. The Application filed by PT Opco, LLC, t/a Pink Taco, for a new Retailer's Class CT License, located at 100 M Street, SE, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 6D in this matter is hereby **WITHDRAWN**;
3. The above-referenced Cooperative 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 Applicant and ANC 6D.



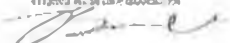
District of Columbia  
Alcoholic Beverage Control Board

  
Signed via 3eaml0saD0ce.com  
Key: 5470975233160311332-424012

Donovan Anderson, Chairperson

  
Signed via 3eaml0saD0ce.com  
Key: 5470975233160311332-424012

James Short, Member

  
Signed via 3eaml0saD0ce.com  
Key: 5470975233160311332-424012

Bobby Cato, Member

  
Signed via 3eaml0saD0ce.com  
Key: 5470975233160311332-424012

Rafi Crockett, Member

  
Signed via 3eaml0saD0ce.com  
Key: 5470975233160311332-424012

Jeni Hansen, Member

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, Reeves Center, 2000 14th Street, NW, 400S, Washington, D.C. 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, 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 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).

ANC6D Cooperative Agreement  
PT Opco, LLC, ABRA-119694, 100 M Street, SE  
January 10, 2022

★ ★ ★ Advisory Neighborhood  
Commission 6D

1101 4<sup>th</sup> Street S.W., Suite W130,  
Washington, DC 20024  
ANC Office: (202) 554-1795  
office@anc6d.org

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement") is made on this 10th day of January, 2022, by and between joint ABC license applicants, PT Opco, LLC ("Applicant"), 100 M Street, SE, Washington, DC 20003, License #119694 and Advisory Neighborhood Commission 6D ("ANC"), collectively, the "Parties".

PREAMBLE

Through this agreement, both parties aim to create an environment in which the Applicant may operate as a viable contributing establishment in the ANC6D community.

WITNESSETH

WHEREAS, Applicant has applied for a new Retailer's Class C Tavern license (the "License") for a business establishment ("Establishment") with indoor space on the ground floor and one sidewalk café on the ground floor located at 100 M Street, SE, Washington, D.C. 20003 ("Premises"). The License includes endorsements for a sidewalk café, entertainment, and Carry-out and Delivery; and

WHEREAS, the Applicant is encouraged to work regularly with ANC6D and its representatives, other neighborhood organizations, and residents to ensure that the business operations facilitate the enjoyment of the surrounding neighborhood; and

WHEREAS, in lieu of the ANC filing a protest against Applicant's pending ABC License application, the Parties are desirous of entering into a Cooperative Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize, within ANC, (1) the effect of the establishment on peace, order, and quiet, including the noise and litter provisions set forth in §§ 25-725 and 25-726; and (2) the effect of the establishment upon residential parking needs and vehicular and pedestrian safety, and to eliminate the need for a Protest Hearing regarding the license application; and

WHEREAS, all parties believe that the statements and provisions contained in this agreement are reasonable and shall become wholly integrated into the day-to-day operation of

ANC6D Cooperative Agreement  
PT Opco, LLC, ABRA-119694 , 100 M Street, SE  
January 10, 2022

the Establishment. Any change from this model may be of concern to the residents and may be considered within the direction of the Alcoholic Beverage Control Board ("ABC Board") to be a substantial change requiring the ABC Board's approval.

WHEREAS, the Parties have agreed to enter into this Agreement and request that the ABC Board approve the Applicant's license application conditioned upon the Applicant's compliance with the terms of this written 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. ***Hours of Operation and Sales.***

The Applicant's hours of operation inside the premises shall not exceed:

Sunday through Thursday: 7:00 a.m. – 2:00 a.m.  
Friday and Saturday: 7:00 a.m. – 3:00 a.m.

The Applicant's hours of alcoholic beverage sales, service, and consumption inside the premise shall not exceed:

Sunday through Thursday: 8:00 a.m. – 2:00 a.m.  
Friday and Saturday: 8:00 a.m. – 3:00 a.m.

The Applicant's hours of operation for the outdoor Sidewalk Café shall not exceed:

Sunday through Thursday: 8:00 a.m. – 2:00 a.m.  
Friday and Saturday: 8:00 a.m. – 3:00 a.m.

The Applicant's hours of alcoholic beverage sales, service, and consumption for the Sidewalk Café shall not exceed:

Sunday through Thursday: 8:00 a.m. – 1:00 a.m.  
Friday and Saturday: 8:00 a.m. – 2:00 a.m.

The Applicant's hours of pre-recorded music in the Sidewalk Café shall not exceed:

Sunday through Thursday 8:00 a.m. – 1:00 am  
Friday and Saturday 8:00 a.m. – 2:00 a.m.

ANC6D Cooperative Agreement  
PT Opco, LLC, ABRA-119694 , 100 M Street, SE  
January 10, 2022

The Applicant's hours of live Entertainment for the indoor space shall not exceed:

Sunday through Thursday	8:00 a.m. – 2:00 am
Friday and Saturday	8:00 a.m. – 3:00 a.m.

The Applicant's hours of Carry out and Delivery shall not exceed:

Sunday through Thursday	8:00 a.m. – 2:00 am
Friday and Saturday	8:00 a.m. – 3:00 a.m.

Provided that: (a) on days designated by the ABC Board as "Holiday Extension of Hours," Applicant may avail itself of, and the ANC will not object to Applicant's applying for, the extended hours so provided; (b) in the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours (such as for Inauguration), Applicant may avail itself of such extended hours; (c) on January 1 of each year Applicant may operate until 4:00 a.m. The ANC will not object to the Applicant applying for a One Day Substantial Change, in accordance with District law, so that it may offer entertainment until 4:00 a.m. on January 1 of each year or applying for up to 8 One Day Substantial Changes annually.

3. **Floors Utilized and Occupancy.** The Applicant will operate its establishment on the ground floor(s) of the building. The Establishment will have no more than 256 seats inside and 94 seats on the Sidewalk Cafe, and the maximum occupancy of the Establishment shall not exceed 350 patrons.
4. **Carry-out and Delivery** No alcoholic beverages purchased from the Applicant's Establishment by a consumer shall be permitted to leave the premises unless packaged as "to go" or "carry-out" as permitted by Title 25 of the D.C. Code, Title 23 of the D.C. Municipal Regulations, and other applicable laws and regulations.
5. **Noise and Privacy.** Applicant will strictly comply with D.C. Official Code § 25-725 and, to that end, shall use commercially reasonable actions and means to ensure that music, noise, and vibration from the Establishment, subject to exception in DC Code § 25-725, are not audible within the adjacent residential premises. Applicant agrees to keep its doors and windows closed when live music is being played at the Establishment. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment by keeping the entry or exit doors closed, except for ingress and egress. Applicant shall inform its patrons by signage or other means that residences are in proximity to the Establishment and urge quiet and decorum by patrons upon exiting the Establishment. However, it is understood by the parties that Applicant may open its window panels, and that music may be played at such times at a level not audible beyond

ANC6D Cooperative Agreement  
PT Opco, LLC, ABRA-119694 , 100 M Street, SE  
January 10, 2022

the street curbside. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry or exit doors.

***Parking/Public Transportation Arrangements.*** It is a concern of the ANC that the Applicant's operation of the Establishment does not create or exacerbate parking problems within the ANC boundaries. Applicant shall notify its patrons (through a website or other means) that there is limited parking in the vicinity and shall provide information about public transportation options. Applicant shall not knowingly accept deliveries from vendors illegally parked. Applicant shall not knowingly accept deliveries from vendors parked illegally.

6. ***Public Space and Trash.*** The Applicant shall, to the best of their ability, keep the area around the Premises clean and free of litter and shall monitor these areas sufficiently to assure that refuse and other materials are promptly removed. The Applicant shall either participate in the building's trash removal program or maintain a dumpster and the area adjacent to the dumpster in accordance with the remainder of this paragraph. The dumpster shall be enclosed with the lids tightly closed and incapable of being entered by rodents, in order to limit odors and help control pest and rodent population. The area around the dumpster shall always be kept clean and the dumpster shall be placed such that it does not encroach on abutting property and so that no garbage is placed on abutting property. Proper (recyclable) removal of grease and oils shall be used and grease and oils shall not be deposited for removal in dumpsters or trash cans. Regular rodent and pest (insect) abatement services shall be utilized. The area around the dumpsters shall be properly cleaned at the end of each night to ensure that no uncontained garbage or malodorous odors are present.
7. ***Security Cooperation in Stemming Illegal Drugs and Public Drinking.*** Applicant agrees that it shall take reasonable, necessary steps to minimize such problems, including, at all times, having a trained employee on site. Applicant shall use its commercially reasonable efforts to monitor for and prohibit sales or use of illegal drugs at the Establishment. Applicant shall contact and cooperate with MPD and other enforcement officials when known or suspected illegal drug activities occur at the Establishment. Applicant shall take reasonable steps to discourage loitering in the vicinity of the Premises. Applicant shall have security cameras in several locations which record and store information for at least 30 days, which recordings shall be made available to representatives of ABRA or MPD upon request. ANC acknowledges that there may exist certain security cameras on the exterior of the building that are under Applicant's landlords' sole control.
8. ***License Ownership and Compliance with ABRA Regulations.*** Applicant shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licenses, and agrees that ANC shall have standing to ask the ABC Board to enforce any violations of the

ANC6D Cooperative Agreement  
PT Opco, LLC, ABRA-119694 , 100 M Street, SE  
January 10, 2022

agreement. Any reference made to specific laws and regulations in this Agreement is meant for informational purposes only. ANC does not intend for a violation of a DC law or regulation to also be considered a violation of this Settlement Agreement.

9. ***Participation in the Community.*** Applicant is encouraged to maintain open communication with ANC, and the community for which ANC acts.
10. ***Notice and 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 permit a cure within 30 days of the receipt of such notice by Applicant. If Applicant or the licensee fails to cure within the 30 day period (or, with respect to a breach which reasonably requires more than 30-days to cure, fails to commence cure of such breach or diligently pursue such a cure), failure shall constitute a cause for filing a complaint with the ABC Board pursuant to D.C. Official Code § 25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt:

If to Applicant: PT Opco, LLC t/a Pink Taco  
100 M Street, SE  
Washington, DC 20003  
Attn: Stephan Schneider  
Phone: (212) 265-2000  
e-mail: [sschneider@pinktaco.com](mailto:sschneider@pinktaco.com)

and

PT Opco LLC  
400 Madison Avenue, Unit 10B  
New York, NY 10017  
Attn: Legal Department


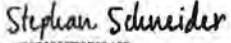
If to ANC: Advisory Neighborhood Commission 6D  
P.O. Box 71156  
Washington, DC 20024-9998  
Attn: Chair, ANC  
(202) 554-1795  
e-mail: [office@anc6d.org](mailto:office@anc6d.org)



ANC6D Cooperative Agreement  
PT Opco, LLC, ABRA-119694, 100 M Street, SE  
January 10, 2022

Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

11. **No Protest.** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, and in reliance thereupon, the ANC shall refrain from filing a protest of the Applicant's pending ABC license application.
12. **Entire Agreement.** This Agreement is intended to replace in its entirety any and all previously existing settlement agreements between the Parties, and all such previous agreements are hereby declared superseded, null and void and of no further effect.
13. **Counterpart; Facsimile Signature.** This Agreement may be executed in two or more counterparts which together shall constitute a single agreement. Execution of this Agreement may be made by facsimile (or other such electronically transmitted) signature which, for all purposes, shall be deemed to be an original signature.

ANC6D  Commissioner Edward Daniels Chair, ANC6D 1/11/22 Date	Applicant: PT Opco, LLC  F30382EFD8048D Stephan Schneider Manager 1/10/2022 Date
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