

**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 22nd day of September 2021, **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 The Protest of ANC 6D in this matter is hereby **WITHDRAWN**;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

Assigned via BeamlessDoc.com
Donovan Anderson
Key: 3c42c66c5095f0e4273060311cc28

Donovan Anderson, Chairperson

Assigned via BeamlessDoc.com
James Short
Key: 547c08756203c6c081633c0d2040e2

James Short, Member

Assigned via BeamlessDoc.com
Bobby Cato
Key: 255c0f6a1b6146c714b792097e1422c3

Bobby Cato, Member

Assigned via BeamlessDoc.com
Rafi Aliya Crockett, Member
Key: 4209e01645e1f900101250c12f912e

Rafi Crockett, Member

Assigned via BeamlessDoc.com
Jeni Hansen, Member
Key: 9272931722244740c5508c2a41857

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).

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January 10, 2022

★ ★ ★ Advisory Neighborhood
Commission 6D

1101 4th 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.

WITNESETH

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

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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.

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

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| 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

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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

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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

and


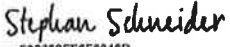
PT Opco LLC
400 Madison Avenue, Unit 10B
New York, NY 10017
Attn: Legal Department

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

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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.

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