

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

_____)
In the Matter of:)
)
Glover Park F & B, LLC)
t/a Breadsoda)
)
Holder of a)
Retailer's Class CR License) License No. ABRA-078085
) Order No. 2012-247
)
at premises)
2233 Wisconsin Avenue, N.W.)
Washington, D.C. 20007)
_____)

Glover Park F & B, LLC, t/a Breadsoda (Licensee)

Brian Cohen, Chairperson, Advisory Neighborhood Commission (ANC) 3B

- BEFORE:** Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Calvin Nophlin, Member
Mike Silverstein, Member

ORDER ON AMENDMENT TO VOLUNTARY AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Glover Park F & B, LLC, t/a Breadsoda, (Licensee), and ANC 3B entered into a Voluntary Agreement (Agreement), signed on May 4, 2008, that governs the operation of the Licensee's establishment. This matter comes now before the Board to consider the Parties' Amendment to Voluntary Agreement (Amendment), signed on May 14, 2012, in accordance with D.C. Official Code § 25-446 (2001).

The official records of the Board reflect that the Parties have agreed to replace the previous Voluntary Agreement, signed on May 4, 2008.

The Amendment has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Brian Cohen, on behalf of ANC 3B, are signatories to the Agreement.

Glover Park F & B, LLC
t/a Breadsoda
License No. ABRA-078085
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Accordingly, it is this 6th day of June, 2012, **ORDERED** that:

1. The above-referenced Amendment to Voluntary Agreement, signed on May 14, 2012, submitted by the Licensee and ANC 3B to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modifications:

Section 7 – The following sentence shall be modified to read as follows:
“Glover Park F&B will not use its Entertainment Endorsement to provide any activity other than those specifically mentioned in this paragraph.”

Section 9 – The following sentence shall be removed: “Glover Park F&B agrees promptly to notify ANC3B of any contract for sale, transfer, or assignment of the license.”

2. Copies of this Order shall be sent to the Licensee and ANC 3B.

Glover Park F & B, LLC
t/a Breadsoda
License No. ABRA-078085
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District of Columbia
Alcoholic Beverage Control Board

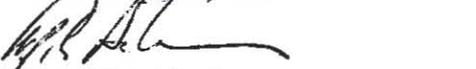

Ruthanne Miller, Chairperson


Nick Albert, Member


Donald Brooks, Member


Herman Jones, Member


Calvin Nophlin, Member


Mike Silverstein, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), any Party adversely affected by this Order may file a Motion for Reconsideration within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14th Street, N.W., Suite 400S, Washington, D.C. 20009.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
ADVISORY NEIGHBORHOOD COMMISSION 3B
GLOVER PARK AND CATHEDRAL HEIGHTS



DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE
REGULATION ADMINISTRATION

2012 MAY 16 P 4:43

REC'D BY _____

May 14, 2012

Ruthanne Miller
Chairperson, Alcoholic Beverage Control Board
Alcoholic Beverage Regulation Administration
2000 14th Street, Room 400
Washington, DC 200XX

RE: Glover Park F&B, LLC t/a BreadSoda
2233 Wisconsin Avenue N.W.
ABRA Lic. No. 78085

Dear Chairperson Miller and Members of the Board:

Attached please find a signed original of an amended Voluntary Agreement negotiated between ANC3B and William B. Thomas, principal of Glover Park F&B, LLC. ANC3B requests that the Board approve this new Voluntary Agreement and replace the May 2008 agreement with this one.

The amended Voluntary Agreement removes the closing time limitations and allows BreadSoda access to full service hours, with the exception of its street-level summer garden. ANC 3B announced its intention to enter into this new agreement at its April meeting and asked for community comment. This information and request were also posted online and publicized in the Glover Park Gazette. We received three comments, all positive. Consequently, ANC3B voted unanimously (4-0 with 1 absent) to approve the amended Voluntary Agreement at its May 11, 2012 meeting.

ANC3B calls the Board's attention to the fact that BreadSoda has two summer garden areas, one at street level and one below ground. Only the street-level patio is subject to the restricted 1 a.m. closing time specified in paragraph #4 of the amended Voluntary Agreement.

3600 CALVERT STREET, N.W.

PHONE: (202) 338-2969

P.O. BOX 32312

EMAIL: ANC3B@AOL.COM

WASHINGTON, D.C. 20007

3B01

N. GLOVER PARK
BEN THEILEN

3B02

E. GLOVER PARK
JACKIE BLUMENTHAL

3B03

W. GLOVER PARK
CHARLES FULWOOD

3B04

CATHEDRAL HEIGHTS
HORACE KREITZMAN

3B05

S. GLOVER PARK
BRIAN A. COHEN

Thank you for your attention to this matter. Please feel free to contact me if you need further information or support for this proposed change.

Sincerely,

A handwritten signature in black ink, appearing to read "Blumenthal". The signature is fluid and cursive, with the first letter being a large, stylized capital 'B'.

Jackie Blumenthal
Vice-Chair, ANC3B
jackieblumenthal@aol.com
202-333-7488

ATTACHED: Amended Voluntary Agreement
dated May 14, 2012

GOVERNMENT OF THE DISTRICT OF COLUMBIA
ADVISORY NEIGHBORHOOD COMMISSION 3B
GLOVER PARK AND CATHEDRAL HEIGHTS



AMENDED VOLUNTARY AGREEMENT
Glover Park F&B, LLC t/a BreadSoda ABRA Lic. #78085

WHEREAS Glover Park F&B, LLC t/a BreadSoda through its principal, William Thomas, has requested changes to the Voluntary Agreement attached to Class CR license #78085;

WHEREAS ANC3B has received no complaints or concerns about the operations of Glover Park F&B at 2233 Wisconsin Avenue since its original Voluntary Agreement was signed on May 4, 2008;

WHEREAS ANC3B has requested community comment on the following changes to closing times and has received no objections provided that the restrictions contained in paragraph #5 below remain in effect;

THEREFORE, the undersigned agree to amend the terms and conditions of the May 4, 2008, Voluntary Agreement between Glover Park F&B, LLC and ANC3B as follows:

1. Glover Park F&B will at all times operate as a bona-fide restaurant.
2. Glover Park F&B's closing times will conform to the maximum allowable under current ABRA regulations except for its street-level summer garden as specified in paragraph #4.
3. This agreement does not prevent Glover Park F&B from taking advantage of special holiday closing times as provided by ABRA except as specified in paragraph #4.
4. Glover Park F&B will clear all patrons from its street-level summer garden by 1 a.m. Sunday through Saturday. The 1 a.m. closing of the street-level summer garden applies at all times, even when special holiday hours are offered by ABRA. Glover Park F&B will make all efforts to ensure that patrons in the street-level

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3B04

CATHEDRAL HEIGHTS
HORACE KREITZMAN

3B05

S. GLOVER PARK
BRIAN A. COHEN

summer garden remain seated. Glover Park F&B may use the below-ground summer garden at all times.

5. At all times, Glover Park F&B will make all reasonable efforts to prevent departing patrons from engaging in loud or disruptive conduct in the surrounding neighborhood.

6. Glover Park F&B will advise its patrons that they can park for free in the 2233 Wisconsin Avenue rear parking lot after 9 p.m.

7. Glover Park F&B may offer recorded music as background for dining at all times. Glover Park F&B may provide live acoustic music and/or live DJ performances no more than once a week. Any such entertainment, however, shall be consistent with the character of the premises as an eating establishment and shall terminate at least one-half hour before closing time. Glover Park F&B will not seek any Entertainment Endorsement for any activity other than those specifically mentioned in this paragraph.

8. Glover Park F&B will not allow any entertainment, whether live or recorded, to be audible at its property line. No speakers will be placed in either of the outdoor summer garden areas at any time.

9. This agreement shall be binding upon any person to whom the license is sold, transferred or assigned. Glover Park F&B agrees promptly to notify ANC3B of any contract for sale, transfer, or assignment of the license.

The above nine (9) paragraphs constitute the full extent of the Voluntary Agreement and replace in total the previous agreement between Glover Park F&B and ANC3B, which was dated May 4, 2008.

For Advisory Neighborhood Commission 3B:



Brian A. Cohen, Chairman

For Glover Park F&B, LLC:



William B. Thomas
Principal

Dated: May 14, 2012