

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

|                               |   |                         |
|-------------------------------|---|-------------------------|
| <b>In the Matter of:</b>      | ) |                         |
|                               | ) |                         |
| P&P Coffeehouse, LLC          | ) |                         |
| t/a P&P Coffeehouse           | ) |                         |
|                               | ) |                         |
| Applicant for a New           | ) | License No. ABRA-098225 |
| Retailer's Class DR License   | ) | Order No. 2015-274      |
|                               | ) |                         |
| at premises                   | ) |                         |
| 5015 Connecticut Avenue, N.W. | ) |                         |
| Washington, D.C. 20008        | ) |                         |

P&P Coffeehouse, LLC, t/a P&P Coffeehouse (Applicant)

Adam Tope, Chairperson, Advisory Neighborhood Commission (ANC) 3F

**BEFORE:** Ruthanne Miller, Chairperson  
Nick Alberti, Member  
Donald Brooks, Member  
Herman Jones, Member  
Mike Silverstein, Member  
Hector Rodriguez, Member  
James Short, Member

**ORDER ON SETTLEMENT AGREEMENT**

The official records of the Alcoholic Beverage Control Board (Board) reflect that P&P Coffeehouse, LLC, t/a P&P Coffeehouse, Applicant for a new Retailer's Class DR License, located at 5015 Connecticut Avenue, N.W., Washington, D.C., and ANC 3F have entered into a Settlement Agreement (Agreement), dated February 17, 2015, that governs the operation 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 Adam Tope, on behalf of ANC 3F, are signatories to the Agreement.

Accordingly, it is this 20th day of May, 2015, **ORDERED** that:

1. 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, except for the following modifications:

Section 1 – The following language shall be modified to read as follows:

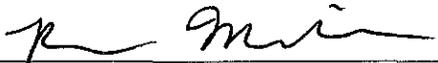
“Applicant shall operate as a bona fide counter service restaurant.”

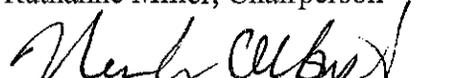
Section 12 – The following language shall be modified to read as follows: “If the licensee fails to cure within the 30-day period (or, with respect to breach which reasonably requires more than 30-days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for the ANC to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(e) in order to enforce the provisions of the Agreement.”

The parties have agreed to these modifications.

2. Copies of this Order shall be sent to the Applicant and ANC 3F.

District of Columbia  
Alcoholic Beverage Control Board

  
Ruthanne Miller, Chairperson

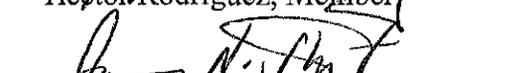
  
Nick Alberti, Member

  
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 14<sup>th</sup> 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, 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).

Government of the District of Columbia  
**ADVISORY NEIGHBORHOOD COMMISSION 3F**  
North Cleveland Park • Forest Hills • Tenleytown

3F01 – Adam Tope, Chair  
3F02 – Karen L. Perry, Vice Chair  
3F03 – Mary Beth Ray  
3F04 – Sally Gresham  
3F05 – Andrea Molod, Secretary  
3F06 – Malachy Nugent, Treasurer  
3F07 – Patrick Jakopchek



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**SETTLEMENT AGREEMENT**

This SETTLEMENT AGREEMENT ("Agreement") is made on this 17th day of February, 2015, by and between P&P Coffeehouse LLC t/a P&P Coffeehouse (the "Applicant") and Advisory Neighborhood Commission 3F (North Cleveland Park, Forest Hills and Tenleytown (the "ANC 3F", and collectively, the "Parties").

*WITNESSETH*

WHEREAS, the Parties wish to enter into a settlement agreement pursuant to D.C. Code § 25-446, governing the operation and maintenance of the establishment in such a manner as to minimize the effect on (i) the peace, order and quiet of the neighborhood and (ii) pedestrian safety and vehicular traffic;

WHEREAS, the Applicant applied to the District of Columbia Alcoholic Beverage Board ("ABC BOARD") for a Class "DR" restaurant alcoholic beverage license as defined in D.C. Code § 25-113(a)(2)(B) for the property located in the partial basement of 5015 Connecticut Avenue, NW, Washington, DC 20008, ("the Establishment").

WHEREAS, the parties request that the Alcoholic Beverage Control Board ("ABC Board") approve the Agreement contained herein.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth in this Agreement, the Parties agree as follows:

1. Applicant shall operate a bona fide counter service restaurant and coffee shop.
2. The Establishment shall have a maximum of 99 seats for the exclusive use of dining patrons. Applicant shall serve alcoholic beverages primarily in conjunction with meal service.
3. Applicant's hours of operation are Monday through Saturday from 8:00 a.m. to 10:00 p.m. and Sunday 8:00 a.m. to 8 p.m.
4. Applicant shall offer food service to all patrons at all times it is open. At no time shall a patron be able to purchase an alcoholic beverage from the Applicant and not be able to purchase food from the Applicant. Applicant will not provide take-out alcoholic beverages.
5. Applicant plans to offer take-out food, but will not have a delivery vehicle. Applicant may contract with a take-out delivery service.

6. Entertainment shall consist of spoken word and music through acoustic or amplified performance. Applicant shall not provide facilities for dancing.

7. Applicant shall be prohibited from displaying any advertising banners, neon signs, or outside signage other than as permitted by zoning above its establishment. Applicant shall post no signs on the public space or outside the coffee house advertising beer and or wine sales.

8. Applicant will care for the public space that borders the coffee house, including provisions of well-kept suitable plantings if applicable.

9. Applicant will maintain the area of the rear parking lot that is designated for their establishment. Applicant acknowledges an understanding of the concerns of the ANC for the preservation of the hillside and trees located on National Park Service land that is directly adjacent to the parking lot that serves applicant's customers and will encourage customers, through signage in the coffeehouse, to park on pavement only and not on hillside.

10. Applicant shall comply with District of Columbia Official Code Title 25 and District of Columbia Municipal Regulations Title 23 as they apply to the establishment and the laws and regulations of the District of Columbia in the operation of the establishment.

11. Applicant shall notify the ANC of any contemplated changes to the provisions of this Agreement and the changes shall be implemented in compliance with the beverage license law and statutes.

12. Applicant agrees to maintain open communication with the ANC and the community for which the ANC acts. 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 30 days of the date of such notice. If the licensee fails to cure within the 30-day period (or, with respect to breach which reasonable requires more than 30-days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to D.C. 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, 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: P&P Coffeehouse LLC t/a P&P Coffeehouse  
5015 Connecticut Avenue, N.W.  
Washington, D.C. 20008

If to ANC: Advisory Neighborhood Commission 3F  
4401-A Connecticut Avenue, N.W., PMB 244  
Washington, D.C. 20008

13. 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.

14. In consideration of and in reliance upon the commitments reflected in Paragraphs 1-13 above, the ANC will advise the ABC Board that it does not oppose the granting of the Applicant's Retailer's Class "DR" liquor license.

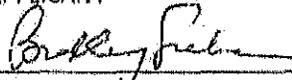
15. This Agreement sets forth the entire understanding of the parties with respect to the Applicant's alcoholic beverage application and issuance of the License. There are no other warranties or representations which have been made or shall be relied upon by any of the parties to this Agreement other than those expressly set forth herein.

16. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

The settlement agreement was approved by ANC 3F at its duly noticed meeting on February 17, 2015, by a vote of 5 to 0 with no abstentions (a quorum being 4).

IN WITNESS WHEREOF, the Parties have affixed hereunto their hands and seals on the year and day first above written.

APPLICANT

  
\_\_\_\_\_  
P&P Coffeehouse LLC  
Bradley Graham, Owner

  
\_\_\_\_\_  
P&P Coffeehouse LLC  
Lissa Muscatine, Owner

ANC

  
\_\_\_\_\_  
Adam Tope, Chair ANC3F