

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

<u>In the Matter of:</u>	)	
	)	
PQ Capitol Hill, Inc.	)	
t/a Le Pain Quotidien	)	
	)	
Application for a New	)	License No. 80832
Retailer's Class DR License	)	Order No. 2009-022
at premises	)	
	)	
666 Pennsylvania Ave., S.E.	)	
Washington, D.C. 20003	)	
	)	

PQ Capitol Hill, Inc. t/a Le Pain Quotidien, Applicant

David Garrison, Chairperson, Advisory Neighborhood Commission 6B

**BEFORE:** Peter B. Feather, Chairperson  
Mital M. Gandhi, Member  
Nick Alberti, Member  
Charles Brodsky, Member  
Donald Brooks, Member  
Herman Jones, Member

**ORDER ON VOLUNTARY AGREEMENT**

The official records of the Alcoholic Control Board (Board) reflect that PQ Capitol Hill, Inc. t/a Le Pain Quotidien, Applicant for a new Retailer's Class DR license located at 666 Pennsylvania Avenue S.E., Washington D.C., and David Garrison, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 6B, (collectively, the Parties) have entered into a Voluntary Agreement (Agreement) dated January 13, 2009 setting forth the terms and conditions that govern the operation of the Applicant's establishment.

The Agreement, among other things, authorizes hours of operation from 7:00 a.m. to 10:00 pm, Monday through Sunday. The hours for sale and service of alcoholic beverages inside the establishment and on the sidewalk café are from 8:00 a.m. to 10:00 p.m. on Monday through Saturday and from 10:00 a.m. to 10:00 p.m. on Sunday. The Agreement has been reduced to writing and has been properly executed and filed with the Board. Both the Applicant and Commissioner Garrison are signatories to the Agreement.

PQ Capitol Hill, Inc.  
t/a Le Pain Quotidien  
License No. 80832  
Page Two

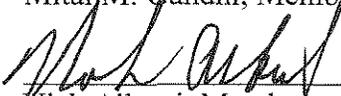
Accordingly, it is this 28th day of January 2009, **ORDERED** that:

1. The above-referenced Voluntary Agreement between PQ Capitol Hill, Inc. t/a Le Pain Quotidien located at 666 Pennsylvania Avenue, S.E., Washington, D.C., and ANC 6B to govern the operations of the Applicant's establishment is **APPROVED**;
2. This Agreement is **INCORPORATED** as part of this Order; and
3. Copies of this Order shall be sent to the Applicant and to ANC 6B.

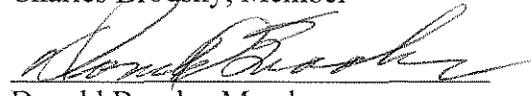
District of Columbia  
Alcoholic Beverage Control Board

  
Peter B. Feather, Chairperson

  
Mital M. Gandhi, Member

  
Nick Alberti, Member

Charles Brodsky, Member

  
Donald Brooks, Member

Herman Jones, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), 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, 941 North Capitol Street, N.E., Suite 7200, Washington, D.C. 20002.

**VOLUNTARY (COOPERATIVE) AGREEMENT**

THIS VOLUNTARY AGREEMENT ("Agreement") is made on this 13th day of January 2009 by and between PQ Capitol Hill, Inc., t/a LePain Quotidien ("Applicant"), and Advisory Neighborhood Commission 6B, Collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant's application for issuance of a Retailers' Class "D" license for premises, 666 Pennsylvania Avenue, S.E. Washington, DC, 20003, is now pending before the District of Columbia Alcoholic Beverage Control Board (ABC); and,

WHEREAS, the premises are within the boundaries of the ANC, and,

WHEREAS, the Parties desire to enter into an agreement governing certain understandings regarding the issuance of a Retailers' Class "D" Liquor License at the subject premises; and,

WHEREAS, the Parties are desirous of entering into a Voluntary Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to promote the peace, order and quiet of the neighborhood. Both parties recognize the importance of business neighborhoods that are safe, clean, and "pedestrian friendly".

NOW, THEREFORE, the parties agree as follows:

1. ***Recitals Incorporated.*** The recitals set forth above are incorporated herein by reference.
2. ***Nature of the Business.*** The Applicant will manage and operate a Class D license. There will be no amplified live music or live entertainment on the premises. Any background music will not be audible outside of the premises. Any change from this model shall be considered by both Parties to be a substantial change in operation of great concern to residents and requires prior approval by the ABC Board.
3. ***Hours of Operation and Sales.*** The Applicant's hours of operation shall be as follows:

Monday through Sunday 7 AM- 10:00 PM,

Sidewalk Café:  
Monday through Sunday 7 AM- 10:00 PM.
4. ***Floors Utilized and Occupancy.*** The Applicant will operate its establishment on the first floor of the building. The Establishment shall not exceed 99 patrons inside and 32 on the sidewalk cafe.

5. ***Sidewalk Café.*** Applicant will provide sidewalk café seating for no more than 32 patrons. Applicant agrees that it shall not seek to expand the capacity of the sidewalk café without amendment of this Agreement. Applicant will direct that its employees inspect the sidewalk café on a regular basis to ensure its cleanliness. The sidewalk café shall close each day of the week no later than 10:00 P.M.
6. ***Noise and Privacy.*** Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall make architectural improvements to the property and take all necessary actions to ensure that music, noise and vibration from the Establishment are not audible within the adjacent residential properties. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry or exit doors.
7. ***Public Space and Trash.*** Applicant shall keep the sidewalk (up to and including the curb), tree box(es), curb, and alley clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed. The Applicant agrees to obtain a dumpster to be placed in the rear of the building. Applicant shall ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and so that no garbage is placed on the abutting property. Applicant will ensure timely disposal that is the least disruptive to the neighbors and that commercial trash pick up will only take place between 7 a.m.-7 p.m.
8. ***Rats and Vermin Control.*** The Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract upon the request of the ANC. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there are not garbage and odors present the following morning.
9. ***Security Cooperation in Stemming Illegal Drugs and Public Drinking.*** Applicant agrees that it shall take all necessary steps to minimize such problems, including, without limitation, designating a sufficient number of employees to control unruly patrons. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises at all times when the Establishment is open to the public, and shall request that any individuals who are simply loitering to move along.
10. ***License Ownership and Compliance with ABRA Regulations.*** Applicant promises to abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees. Applicant also specifically agrees to be the sole owner of the ABC license.
11. ***Participation in the Community.*** Applicant agrees to seek to maintain open communication with the community for which the ANC acts. To this end, Applicant shall from time to time be represented at ANC 6B public meetings, which currently occur on the second Tuesday of each month at 7 p.m. at the Old Naval Hospital, 921 Pennsylvania Avenue, SE, Washington, D.C. 20003. Applicant, upon notice from the ANC, shall send a representative of the Establishment to a meeting(s) to confer and deal

in good faith with issues raised under this Agreement,

- 12 **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 provide for a cure within 30 days of the date of such notice. 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 and diligently pursues such cure) failure shall constitute a cause for seeking a Show Cause Order from 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:

IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.

Applicant: PQ Capitol Hill, Inc.  
LePain Quotidien  
666 Pennsylvania Avenue, SE  
Washington, DC 20003  
Attn:

  
~~owner~~ officer

(202)  
Fax (202)

ANC: Advisory Neighborhood Commission 6B  
921 Pennsylvania Avenue, SE  
Washington, DC 20036  
Attn: Julie Olson, Chair  
(202) 543-3344  
Fax (202) 543-3507

  
~~Julie Olson~~  
David Garrison

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

\_\_\_\_\_ )  
**In the Matter of :** )  
 )  
Bread & Chocolate, Inc. )  
t/a Bread & Chocolate )  
 )  
Application for a Retailer's License ) **Case No. 36469-99044P**  
CR - new )  
at premises )  
666 Pennsylvania Avenue, S.E. )  
Washington, D.C. )  
\_\_\_\_\_ )

**Peter Waldron, Chair, on behalf of Advisory Neighborhood Commission 6B, and Gottlieb Simon, Executive Director, Advisory Neighborhood Commission 6B, Protestants**

**Ernst Moser, Secretary-Treasurer, on behalf of Applicant**

**BEFORE: Roderic L. Woodson, Esquire, Chair  
Vera Abbott, Member  
Allen Beach, Member  
Ellen Opper-Weiner, Esquire, Member  
Max Salas, Member  
Joseph Wright, Member**

**ORDER ON WITHDRAWN PROTEST**

The application, having been protested, came before the Board for public hearing on April 28, 1999, in accordance with D.C. Code Section 25-115(c)(5)(1999 Supp.), providing for the protestants to be heard. Peter Waldron, Chair, on behalf of Advisory Neighborhood Commission 6B, and Gottlieb Simon, Executive Director, Advisory Neighborhood Commission 6B, filed a timely protest letters dated April 9, 1999.

The official records of the Board reflect that the parties have now reached an agreement that has been reduced to writing, and has been properly executed and filed with the Board. Pursuant to the agreement dated September 13, 1999, the protestants have agreed to withdraw the opposition, provided however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the Agreement.

Accordingly, it is this 29<sup>th</sup> day of September 1999, **ORDERED** that:

Bread & Chocolate, Inc.  
t/a Bread & Chocolate  
Page two

1. The protests of Peter Waldron, Chair, on behalf of Advisory Neighborhood Commission 6B, and Gottlieb Simon, Executive Director, Advisory Neighborhood Commission 6B, be, and the same hereby, are **WITHDRAWN**;

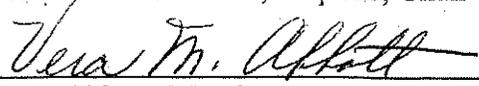
2. The application of Bread & Chocolate, Inc. t/a Bread & Chocolate for a retailer's class CR license (new) at premises 666 Pennsylvania Avenue, S.E., Washington, D.C., be, and the same hereby, is **GRANTED**;

3. The above-referenced agreement between the parties, be, and the same hereby, is **INCORPORATED** as part of this **ORDER**; and,

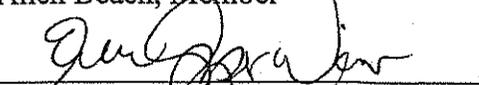
4. Copies of this Order shall be sent to the Protestants and the Applicant.

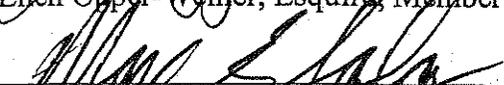
District of Columbia  
Alcoholic Beverage Control Board

  
\_\_\_\_\_  
Roderie L. Woodson, Esquire, Chair

  
\_\_\_\_\_  
Vera Abbott, Member

  
\_\_\_\_\_  
Allen Beach, Member

  
\_\_\_\_\_  
Ellen Opper-Weiner, Esquire, Member

  
\_\_\_\_\_  
Max Salas, Member

\_\_\_\_\_  
Joseph Wright

ABC rec'd.  
9/15/99  
# 36469

AGREEMENT

Made this 13th day of September 1999, by and between Bread & Chocolate, Inc., t/a Bread & Chocolate, Inc., (the Applicant), and Advisory Neighborhood Commission 6B, and Gottlieb Simon, ANC 6B Executive Director, (the Protestants).

WITNESSETH

WHEREAS, Applicant's application for a Class "CR" license for 666 Pennsylvania Ave., ABC Application #36469, is now pending before the District of Columbia Alcoholic Beverage Control Board (ABC); and,

WHEREAS, the subject premises is located within the ANC 6B area; and,

WHEREAS, the subject premises, furthermore, is located directly across the street from Hine Jr. High; and,

WHEREAS, the parties desire to enter into an agreement governing certain understandings regarding the issuance of a Class "CR" Liquor License at the subject premises;

NOW, THEREFORE, the parties agree as follows:

1. The Applicant will not serve alcoholic beverages on the sidewalk cafe prior to 6:00 p.m. on days that Hine Jr. High is open for classes.
2. The Applicant will serve only beer and wine and no spirits.
3. The Applicant will not offer a "happy hour."

4. In consideration of, and reliance upon, the representations reflected in the paragraphs above, the Protestants hereby withdraw their opposition to the Applicant's application.

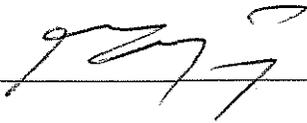
5. The parties further agree that any failure of Applicant to adhere to the foregoing representations or commitments would constitute grounds for the Protestants to petition the ABC Board for issuance of an order to show cause pursuant to 23 D.C.M.R. 1513.5.

IN WITNESS WHEREOF, the parties have affixed hereto their hands and seals.

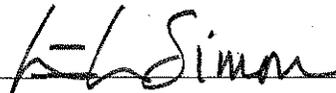
APPLICANT:

PROTESTANTS:

By: \_\_\_\_\_



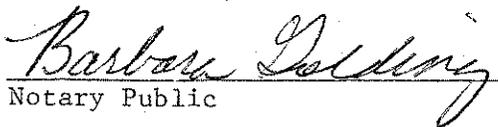
By: \_\_\_\_\_



GOTTLIEB SIMON

Print Name & Title: Ernst Moser, Secretary-Treasurer

Subscribed and sworn to before me this 14th day of September, 1999.



Notary Public

My Commission Expires: 4/30/01