

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE AND CANNABIS BOARD**

In the Matter of:

P & P Corp
t/a La Chaumiere

Application for Substantial Change
(Sidewalk Cafe)
to a Retailer's Class CR License

at premises
2813 M Street, NW
Washington, D.C. 20007

Case No.: 23-PRO-00103
License No.: ABRA-000850
Order No.: 2024-041

P & P Corp, t/a La Chaumiere, Applicant

Cameron Mixon, Counsel, on behalf of the Applicant

Gwendolyn Lohse, Chairperson, Advisory Neighborhood Commission (ANC) 2E,
Protestant

Tara Sakraida Parker, on behalf of Citizens Association of Georgetown (CAG)

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Silas Grant, Jr., Member

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF ANC 2E'S PROTEST**

The Application filed by P & P Corp, t/a La Chaumiere (Applicant), for a Substantial Change to add a Sidewalk Cafe to its Retailer's Class CR License, having been protested, came before the Alcoholic Beverage and Cannabis Board (Board) for a Roll Call Hearing on January 8, 2024, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 2E, and CAG entered into a Settlement Agreement (Agreement), dated January 2024, 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; Chairperson Gwendolyn Lohse, on behalf of ANC 2E; and Tara Sakraida Parker, on behalf of CAG; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 2E.

Accordingly, it is this 31st day of January 2024, **ORDERED** that:

1. The Application filed by P & P Corp, t/a La Chaumiere, for a Substantial Change to its Retailer's Class CR License, located at 2813 M Street, NW, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 2E in this matter is hereby **WITHDRAWN**;
3. 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; and
4. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage and Cannabis Board

eSigned via SeamusDoc.com
Donovan Anderson
Key: ac43b98c66d509e4c730063d1cc08

Donovan Anderson, Chairperson

eSigned via SeamusDoc.com
James Short
Key: 547ae373f620d6eac8d1b332ad2048ec

James Short, Member



Silas Grant, Jr., 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 and Cannabis Administration, 2000 14th 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).

Settlement Agreement

This Settlement Agreement (“Agreement”) made on this _ day of January 2024, by and between P & P Corp., t/a La Chaumiere (“Applicant”), at 2813 M St NW, Washington DC 20007, Advisory Neighborhood Commission 2E (“ANC 2E”), and Citizens Association of Georgetown (“CAG”) (collectively, the “Parties”)

WITNESSETH

WHEREAS, the Applicant has applied for a Substantial Change to its Class “C” Restaurant Alcoholic Beverage License for a restaurant establishment (“Establishment”) to add a 14-seat Sidewalk Cafe; and

WHEREAS, the Applicant is encouraged to work regularly with ANC 2E 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 a protest filing by the ANC, the Parties are desirous of entering into a Settlement Agreement pursuant to D.C. Code 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect of the establishment within ANC 2E on peace, order, and quiet; 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 the Establishment. The Parties agree that any substantial change in operations is considered of great concern to the community which they may bring to the attention of the Alcoholic Beverage Control Board (“Board”); and

WHEREAS, the Parties have agreed to enter into this Agreement and request that the 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 follow:

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
2. **Hours.** The Applicant’s Hours of Operation, Sales, Service, and Consumption of Alcoholic Beverages shall not exceed: Sunday – Thursday: 11:30 a.m. to 10:30 p.m.

The Sidewalk Cafe’s Hours of Operation, Sales, Service, and Consumption of Alcoholic Beverages shall not exceed: Sunday – Saturday: 11:30 a.m. to 10:30 p.m.

On days designated by the Board as “Holiday Extension of Hours,” the Applicant may avail itself of such extended hours. On January 1st of each year, Applicant may operate until 4:00 A.M. Applicant may apply for One-Day Substantial Change Permits to operate outside of the typical hours described in this Agreement and/or to add Entertainment as part of a One-Day Substantial Change Permit.

3. **Noise and Privacy.** Applicant shall comply with D.C. Code 25-725 and shall use various commercially reasonable means to ensure that music, noise, and vibrations from the Establishment do not unreasonably disturb persons in the surrounding area. Amplified music will not be played and speakers will not be installed in the sidewalk café
4. **Trash and Odors.** The Applicant shall take all commercially reasonable efforts to ensure that the areas under its control surrounding the establishment are kept in a clean and litter-free condition. All trash, recyclable materials, and grease shall be in closed containers that are resistant to vermin, leaks, and odors. Applicant shall arrange for trash and recycling collection a minimum of 5 times per week, except for federal and city holidays or when the establishment is closed, such as during a citywide state of emergency. The sidewalk café will be swept daily when in use and cleaned professionally at least twice a year.
5. **Rat and Vermin Control.** Applicant shall contract with a licensed exterminator to inspect the Establishment a minimum of once per month and shall maintain recommended pest control measures.
6. **Compliance with Law.** Applicant will operate in compliance with all applicable DC laws and regulations. Any reference to specific laws and regulations in this Settlement Agreement is meant for informational purposes only. It is not intended that a violation of any DC law or regulation also be considered a violation of this Settlement Agreement.

7. **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 or is repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within 10 days of the date of such notice. If Applicant fails to cure within the 10-day period (or, with respect to a breach which reasonably requires more than 10 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 Board pursuant to D.C. Code 25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be emailed to the other parties to this Agreement at the email addresses listed below.

If to Applicant:

Michael Connelly
mikegconnelly@gmail.com

If to Protestants:

Gwendolyn Lohse
2E06@anc.dc.gov

If to Citizens Association of Georgetown:

Brittany Sawyer
cagmail@cagtown.org

8. **Withdrawal of Protest.** Upon execution of this Agreement by the Parties and its acceptance by the Board, ANC 2E shall withdraw the Protest.

ANC 2E:

Gwendolyn Lohse

ID PXzJzCogC9F4fiXQ6CGyywyG

Gwendolyn Lohse

Citizens Association of Georgetown:

Tara Sakraida Parker

La Chaumiere

Michael Connelly

ID mfxPoqDp47LyuhnsnaJzhvN51

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ANC 2E:

Gwendolyn Lohse

Citizens Association of Georgetown:

Tara Sakraida
Tara Sakraida Parker

La Chaumiere


ID mfxPoqDp47LyuhnsaJzhvN51

Michael Connelly