

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

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<b>In the Matter of:</b>	)	
	)	
1218 Wisconsin Incorporated	)	
t/a Third Edition/The Taqueria	)	
	)	
Application for Renewal of a	)	Case No. 10-PRO-00144
Retailer's Class CT License	)	License No. ABRA-000604
	)	Order No. 2011-128
at premises	)	
1218 Wisconsin Avenue, N.W.	)	
Washington, D.C. 20007	)	
<hr/>	)	

1218 Wisconsin Incorporated, t/a Third Edition/The Taqueria ("Applicant")

Ron Lewis, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 2E

**BEFORE:** Charles Brodsky, Chairperson  
Mital M. Gandhi, Member  
Nick Alberti, Member  
Donald Brooks, Member  
Herman Jones, Member  
Calvin Nophlin, Member  
Mike Silverstein, Member

**ORDER ON AMENDMENT TO VOLUNTARY AGREEMENT AND  
WITHDRAWAL OF PROTEST**

The official records of the Alcoholic Beverage Control Board (Board) reflect that 1218 Wisconsin Incorporated, t/a Third Edition/The Taqueria ("Applicant"), has submitted an Application to renew its Retailer's Class CT License, located at 1218 Wisconsin Avenue, N.W., Washington, D.C., having been protested, came before the Alcoholic Beverage Control Board ("Board") for a Roll Call Hearing on November 29, 2010 and a Protest Status Hearing on January 12, 2011, in accordance with D.C. Official Code § 25-601 (2001).

On January 12, 2011, pursuant to Title 23 of the District of Columbia Municipal Regulations ("23 DCMR") § 1602.3 (2004), the Board dismissed the Protest of ANC 2E and Citizen Association of Georgetown (CAG) because the Protestants failed to appear at the Protest Status Hearing. See Board Order No. 2011-086. The Protestants have not filed a Request for Reinstatement.

The Applicant and ANC 2E entered into a Voluntary Agreement (Agreement), dated December 19, 2001, setting forth the terms and conditions by which the Applicant would operate its establishment. This matter comes now before the Board to consider the Parties' Amendment to Voluntary Agreement (Amendment), dated February 7, 2011, in accordance with D.C. Official Code § 25-446 (2001).

The official records of the Board reflect that the Parties have agreed to amend the original Agreement and the Applicant and Ron Lewis, on behalf of ANC 2E, are signatories to the Amendment. The Amendment has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the Amendment, all terms and conditions of the original Agreement not amended by the Amendment shall remain in full force and effect.

This Amendment also constitutes a withdrawal of the Protest filed by ANC 2E of this Application.

Accordingly, it is this 16<sup>th</sup> day of February 2011, **ORDERED** that:

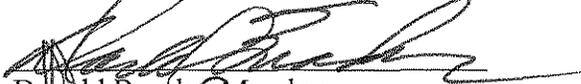
1. The Application filed by 1218 Wisconsin Incorporated, t/a Third Edition/The Taqueria ("Applicant"), for renewal of its Retailer's Class CT License, located at 1218 Wisconsin Avenue, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of 2E in this matter is hereby **DISMISSED**;
3. The above-referenced Amendment to Voluntary Agreement by and between to the existing December 19, 2001 Agreement is **APPROVED** and **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Applicant and ANC 2E.

District of Columbia  
Alcoholic Beverage Control Board

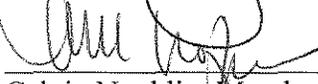
  
\_\_\_\_\_  
Charles Brodsky, Chairperson

  
\_\_\_\_\_  
Mital M. Gandhi, Member

  
\_\_\_\_\_  
Nick Alberti, 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, 1250 U Street, N.W., 3<sup>rd</sup> Floor, Washington, D.C. 20009.

## AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT made this 4th day of February 2011, by and between Advisory Neighborhood Commission 2E ("ANC2E") and 1218 Wisconsin, Inc t/a Third Edition ("Applicant").

WHEREAS, Applicant is the holder of a Retailer's License Class CT for premises located at 1218 Wisconsin Avenue, NW (the "Establishment");

WHEREAS, ANC 2E and Applicant previously entered into an Agreement dated December of 2001 (the "Original Agreement");

WHEREAS, the parties desire to amend the Agreement, as hereinafter set forth.

NOW, THEREFORE, in consideration of the promises above recited, and the covenants and promises set forth below, the parties agree as follows:

1. Exiting the Establishment. At closing time, Applicant shall, to the extent permitted by law, discourage guests from exiting through the rear of the establishment toward the Doggett parking lot. Instead, through the use of staff and guard rails, Applicant shall encourage guests exiting the Establishment from the rear to exit down the alley to Wisconsin Avenue.
2. Last Call. Applicant shall announce "last call" in the Tiki Bar area 20 minutes before last call is given on the second floor of the Establishment.
3. Noise Abatement. Applicant, shall, in consultation with a sound engineer, to the extent permitted by law, install a fence and landscaping designed to minimize the impact of noise from the Tiki Bar outside seating area.
4. Clarifying Paragraph 11(B) of the Original Agreement. The "public space" referred to in this Section shall mean the public street and other public areas, but shall not include the public alleyways immediately adjacent to the Tiki Bar.
5. Amending and Clarifying Paragraph 7 of the Original Agreement. Paragraph 7 of the Original Agreement shall not, in any way prevent the Applicant from charging a fixed price for New Year's Eve, nor shall the provisions apply to private events not open to the public. The reference to "Happy Hour" is hereby deleted.
6. Agreement in Effect. Except as otherwise specifically provided herein, the Voluntary Agreement remains in full force and effect.
7. Counterparts. This Agreement will 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.

IN WITNESS WHEREOF, the parties have executed this Amendment and of the date of year first above written.

APPLICANT:

1218 WISCONSIN, INC.

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_

ANC 2E

BY: Ron Lewis

Print Name: RON LEWIS, CHAIR, ANC 2E

IN WITNESS WHEREOF, the parties have executed this Amendment and of the date of year first above written.

APPLICANT:

1218 WISCONSIN, INC.

BY: Gregory L. Talcott

Print Name: Gregory L. Talcott

ANC 2E

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_



VERITAS

Veritas Licensing & Legislative Affairs

Andrew J. Kline\* Director

Terry Brennan License Administrator

Jes Julius Executive Assistant

February 8, 2011

**VIA E-MAIL AND HAND DELIVERY**

Thea D. Davis  
Assistant Attorney General  
Office of the General Counsel  
Alcoholic Beverage Regulation Administration  
1250 U Street, N.W., 3rd Floor  
Washington D.C. 20009

**RE: 1218 Wisconsin, Inc. t/a Third Edition ("Applicant")  
Advisory Neighborhood Commission ("ANC 2E")  
Amendment to Agreement for Third Edition;  
1218 Wisconsin Avenue, NW**

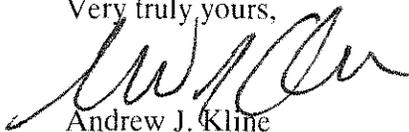
Dear Ms. Davis:

The parties were able to come to an agreement to resolve the protest that was filed in connection with the Applicant's renewal of its Class CT license. Enclosed is a fully executed Amendment to Agreement signed in counterpart by Gregory Talcott on behalf of the Applicant and Ron Lewis, Chair of ANC 2E.

We respectfully request that the Board issue an Order approving the enclosed Amendment, dismiss the protest, and instruct ABRA staff to update the Applicant's license if necessary. Also, please confirm that the protest hearing scheduled for February 16, 2011, has been taken off the Board's calendar.

Do not hesitate to contact me if you, the Board, or ABRA staff have questions in connection with this matter.

Very truly yours,



Andrew J. Kline

AJK/jrj

cc: Martha Jenkins, General Counsel, ABC Board  
LaVerne Fletcher, ABRA  
Cynthia Simms, ABRA  
Ron Lewis, ANC 2E  
Paul Cohn and Gregory Talcott



1218 Wisconsin, Inc.  
t/a Third Edition  
Page two

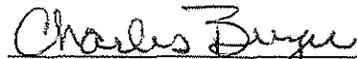
Accordingly, it is this 13th day of March 2002, **ORDERED** that:

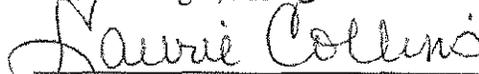
1. The opposition of Peter Pulsifer, Chairperson, on behalf of the Advisory Neighborhood Commission 2E, is **WITHDRAWN**;
2. The application of 1218 Wisconsin, Inc. t/a Third Edition for a retailer's class CT license (renewal) located at 1218 Wisconsin Avenue, N.W., Washington, D.C., is **GRANTED**;
3. The above-referenced agreement between the parties, is **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Protestant and the Applicant.

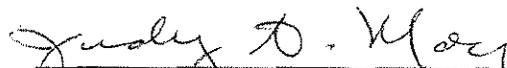
District of Columbia  
Alcoholic Beverage Control Board

  
Roderic L. Woodson, Esquire, Chair

  
Vera Abbott, Member

  
Charles Burger, Member

  
Laurie Collins, Member

  
Judy A. Moy, Member

  
Ellen Opper-Weiner, Esquire, Member

  
Audrey E. Thompson, Member

## AGREEMENT

Advisory Neighborhood Commission 2E ("the ANC") and 1218 Wisconsin Inc, t/a Third Edition ("Applicant") agree as follows:

WHEREAS, the Applicant has applied for renewal of a Class "CT" alcoholic beverage license for the property located at 1218 Wisconsin Ave (the "Establishment"), ABC Application #6864, which is pending before the District of Columbia Alcoholic Beverage Control Board (ABC Board).

WHEREAS, the ANC represents the residents and taxpayers within its boundaries and wishes to insure that no Establishment that sells alcoholic beverages will adversely affect the health, safety, and quality of life in the surrounding community; and

WHEREAS, the parties desire to enter into an agreement commemorating certain understandings regarding the Applicant's operational plans;

NOW, THEREFORE, in consideration of the premises above recited, and the covenants and promises set forth below, the parties agree as follows:

1. The Applicant shall operate the Establishment at all times in full compliance with all applicable laws of the District of Columbia and the United States of America.
2. The Applicant shall comply with the occupancy limits in its Certificate of Occupancy (C of O) issued by the DC government. The Applicant agrees to consult with the ANC in developing any proposal to change occupancy limits.
3. The Establishment shall close no later than 2 am on Sundays through Thursdays and 3 am on Fridays and Saturdays, and may open for business daily at 11 am. There shall be no increase in these hours without advance notice to the ANC and proper approval by the ABC Board.
4. The Applicant shall make available hot meal service until at least two hours before closing.
5. The Applicant shall strictly enforce the underage drinking laws of the District of Columbia by requiring valid official identification showing age and cooperating with ABC inspectors and the police department in enforcing the law. The Applicant shall train all of its employees who are involved in the service of alcohol or in controlling admission to the Establishment in the "TIPS" program or an equivalent program. A fully licensed manager who is conversant with this agreement shall be on duty at all times that the Establishment is open.
6. To the extent permitted by law, the Applicant will establish standards for dress of its patrons with the objective of discouraging patronage by individuals below legal drinking age and of encouraging mature and responsible behavior both within and outside the Establishment. Such standards shall be in writing and a current copy provided to the ANC.
7. The Applicant shall neither offer nor publicize any student discounts, "happy hours", "pub crawls," "ladies' nights," "men's nights," all-you-can drink for one price, or similar special promotions that encourage the excessive consumption of alcohol.
8. The Applicant shall not distribute or place fliers, placards, cards and other promotional materials in the public space, or on any college or university campus including student housing and dormitories, nor place promotional fliers, placards, cards, banners or other promotional materials on or in its windows, doors, or building that are visible from the public space, except for copies of its menus and seasonal (Thanksgiving, Christmas, Hanukah) decorations that may be left in place for no more than 30 days.
9. There shall be no live entertainment, except that the Applicant may continue to provide its weekly single acoustical guitar performance. Applicant may provide recorded music and

dancing by patrons with a dance floor no larger than 400 square feet, provided that no noise is generated external to the Establishment in violation of the law, including 23 DCMR 905.

10. The Applicant shall not use public space without first obtaining the required permit from the Public Space Committee of the D.C. Department of Public Works and, if such permit is issued, shall use public space only in strict conformance with the permit.
11. Regarding the outdoor area in the rear of the Establishment ("Tiki Bar"), this space shall be used only with a valid summer garden permit or other similar permit as required by law, and use shall be subject to the following conditions:
  - a) The posted occupancy limit shall be adhered to at all times;
  - b) Amplified music shall be limited to soft background music that cannot be heard from public space;
  - c) Access to and egress from this area shall be controlled so as to minimize the impact on public safety, with great weight given to the recommendation of the Metropolitan police.
12. The Applicant shall not permit trash, garbage, or litter to be placed outside the premises in unprotected bags, cans, or containers and shall insure that all legal refuse containers are emptied by a professional garbage truck service every day with the possible exception of Sundays. The applicant shall at all times maintain the trash area clean and free of litter. Repeated sanitation citations by DC government inspectors will be considered a violation of this agreement.
13. The Applicant will make its best efforts to cooperate with the other businesses using the trash dumpsters to formalize a separate operating agreement for the physical improvement of the trash facility. At least until such agreement is reached and approved by the ANC, the Applicant shall label with its name all refuse containers reserved for its own use, shall not place trash in any container other than those so labeled, and shall make every effort to secure those containers from access by others, at a minimum by keeping lids locked and moveable containers enclosed when the establishment is closed.
14. The parties agree that the above provisions are conditions of the license and any failure of Applicant to adhere to the foregoing commitments would constitute grounds for the ANC to petition the ABC Board for issuance of an order to show cause pursuant to 23 D.C.M.R. §1513.5. Prior to so petitioning, however, the ANC shall notify the Applicant in writing of any perceived violations and afford Applicant seven (7) calendar days in which to address or rectify the perceived violation.
15. This written agreement constitutes the only agreement between the parties and may be modified only by the written agreement of both parties.

Executed this 19th day of December, 2001.

1218 WISC., INC.

By: Gregory L. Talcott  
Gregory L. Talcott, President

ADVISORY NEIGHBORHOOD COMMISSION 2E

BY: Peter Pulsifer  
Peter Pulsifer, Chairman

GOVERNMENT OF THE DISTRICT OF COLUMBIA

## Advisory Neighborhood Commission 2E

Representing the communities of Burleith, Foxhall-MacArthur,  
Georgetown and Hillandale

3265 S Street, NW • Washington, DC 20007

(202) 338-7427 • FAX (202) 338-0279 • anc2e@erols.com

December 19, 2001

Mr. Roderic Woodson, Chair  
DC Alcoholic Beverage Control Board  
941 North Capitol Street, NW  
Washington, DC 20001

RE: Third Edition, 1218 Wisconsin Ave., NW  
Renew CT License Application No. 6864

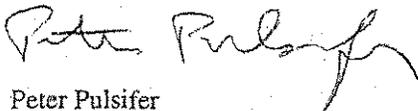
Dear Chairman Woodson and Members of the Board:

ANC 2E protested the above-referenced application in part because of recurring problems with overcrowding at the establishment, which contribute to increased noise, rowdy behavior, and vandalism on nearby residential streets, as well as increased public safety hazards to the occupants of the crowded building. During our negotiations, the applicant acknowledged that he has operated with occupancy in excess of the Certificate of Occupancy (which is identical to that permitted under the current ABC license), and has indicated his intention to seek an increased occupancy limit.

Consequent to Board-sponsored mediation, we have signed a voluntary agreement with the applicant. An important provision in that agreement is the commitment to adhere to existing occupancy limits and to consult with the ANC prior to proposing any increase in occupancy. We wish to emphasize that we have at no point agreed to any such increase, and that strict adherence to this provision is very important to the ANC.

Thank you.

Sincerely,



Peter Pulsifer  
Chair

### COMMISSIONERS:

Scott Polk, District 1 Len Levine, District 2 Peter Pulsifer, District 3 Justin Kopa, District 4  
Justin Wagner, District 5 Bill Starrels, District 6 Tom Birch, District 7 Mark Ryan, District 8

# Third Edition

THE GEORGETOWN TRADITION  
SINCE 1969

District of Columbia Alcoholic Beverage Control Board  
Alcoholic Beverage Regulation Administration

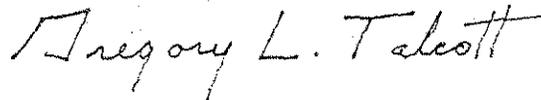
RE: Ret. CT – renewal application

Dear Members of the Board

I wish to thank you all for your assistance and patience with the above referenced matter. I apologize for not delivering the signed Voluntary Agreement in person. I have taken the opportunity to attend my daughter's school Christmas Pageant this morning. She thanks you as well.

If you ever have any questions, or wish to contact me for any reason, please do not hesitate to call.

Sincerely,



Gregory L. Talcott  
10944 Whiterim Drive  
Potomac, MD 20854

[gtalcott@erols.com](mailto:gtalcott@erols.com)  
[thethird@erols.com](mailto:thethird@erols.com)

301 299 9727 – home  
301 908 0080 – office

1218 Wisconsin Avenue, NW Washington, DC 20007 202 333 3700