

BEFORE  
THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter: )

D-P, Inc. )  
t/a Pesce )

Application for a retailer's )  
license class DR - renewal )  
at premises )  
2016 P Street, N.W. )  
Washington, D.C. )

Case No. 28509-94058P

Russell Gamble, Chair, on behalf of Advisory Neighborhood Commission 2B,  
Protestant

Kyle Pitsor, President, on behalf of Dupont Circle Citizens Association,  
Protestant

Roberto Donna, President, on behalf of Applicant

BEFORE: Mary Eva Candon, Esquire, Chair  
James C. Jefferson, Member  
James L. O'Dea, III, Esquire, Member  
Barbara L. Smith, Esquire, Member

ORDER ON WITHDRAWN PROTEST

The application, having been protested, came before the Board for public hearing on April 20, 1994 in accordance with D.C. Code 25-115 (c)(5)(1992 Supp.), providing for remonstrants to be heard. Mr. Russell Gamble, Chair, on behalf of the Advisory Neighborhood Commission 2B (hereinafter "ANC 2B"), and Mr. Kyle Pitsor, President, on behalf of the Dupont Circle Citizens Association (hereinafter "DCCA") filed a timely joint protest letter, dated April 4, 1994.

The official records of the Board reflect that the parties have now reached an Agreement which has been reduced to writing, and has been properly executed and filed with the Board.<sup>1/</sup> Pursuant to the Agreement, the Protestants have agreed to withdraw the protest provided, however, that the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the Agreement.

<sup>1/</sup> See Agreement dated March 31, 1994.

D-P, Inc.  
t/a Pesce  
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Accordingly, it is this 10<sup>th</sup> day of August 1994 ORDERED that:

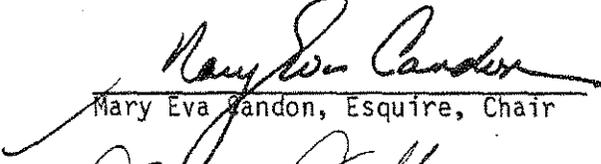
1. The protests of Russell Gamble, Chair, on behalf of ANC 2B, and Kyle Pitsor, President, on behalf of DCCA, be, and the same hereby, are WITHDRAWN;

2. The above-referenced Agreement between the parties be, and the same hereby, is INCORPORATED as part of this Order;

3. The application of D-P, Inc. t/a Pesce for a retailer's license class DR - renewal at premises 2016 P Street, N.W., be, and the same hereby, is GRANTED; and,

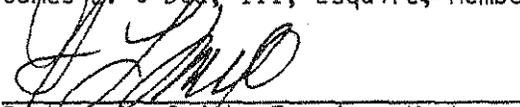
4. Copies of this Order shall be sent to the Protestants and the Applicant.

DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL BOARD

  
Mary Eva Gandon, Esquire, Chair

  
James C. Jefferson, Member

  
James L. O'Dea, III, Esquire, Member

  
Barbara L. Smith, Esquire, Member

R/c 4/20/94

Case No. ~~35579~~ 31413  
94058P

**VOLUNTARY AGREEMENT**

Made this 4th of April, 1994, by and between

D-P, INC. t/a PESCE  
2016 P Street, N. W.  
Washington, D. C. 20036  
("Applicant")  
and

DUPONT CIRCLE ADVISORY NEIGHBORHOOD COMMISSION 2B  
1347 Connecticut Avenue, N. W.  
Washington, D. C. 20036  
and

DUPONT CIRCLE CITIZENS ASSOCIATION  
P. O. Box 18162  
Washington, D. C. 20036

(together "Protestants")

WHEREAS, Applicant's application (No. 31473) for reissuance of a Retailer's Class "DR" License is pending before the District of Columbia Alcoholic Beverage Control Board ("Board"); and

WHEREAS, the premises 2016 P Street, N. W. is within the jurisdictional boundaries of the Protestants; and

WHEREAS, the parties entered into a Voluntary Agreement dated January 13, 1993, and have found the terms of said Agreement to be satisfactory;

WHEREAS, Applicant and Protestants mutually desire to enter into a superceding Agreement setting forth understandings and conditions regarding the Applicant's operations;

NOW THEREFORE, in consideration of the mutual covenants and promises set forth below, and subject to the approval of this Agreement by the Board, the parties agree as follows:

1. Applicant shall offer its evening (after 5:00 p.m.) dining patrons validated free parking at the PMI lot located at 2116 P Street, N. W., limit one vehicle per party. In the event that the rate charged at such lot increases from the present \$4.00 per evening, Applicant may require its patrons to absorb the amount of any such increase.

2. Applicant shall assume and maintain primary control over the trash disposal "dumpster" located at the rear of 2024 P Street, N. W., said dumpster not to be located on public space. Dumpsters or containers shall be kept closed and sealed at all times. Applicant will keep the area around its outside

containers clean and free of debris and trash. Applicant shall undertake all measures to ensure that trash is not picked up prior to 7:00 a.m. on weekdays, and 9:00 a.m. on Saturdays. No trash shall be picked up on Sundays.

3. Applicant will contract with a pest control company and make its best efforts to eliminate rodents from its premises. Applicant will periodically bait the alley adjacent to its premises and the area around the dumpster to control rodent harborage.

4. Applicant shall dispose of all food and food by-products, including, without limitation, fish and fish parts, by use of a disposer located within the interior of the premises. In no event shall food or food by-products be disposed of by removal from the premises, whether by deposit in the dumpster or otherwise.

The Applicant acknowledges that any failure of Applicant to adhere to the foregoing commitments will constitute grounds for Protestants to petition the ABC Board for issuance of an order to Show Cause, pursuant to 23 D.C.M.R. 1513.5, to gain Applicant's compliance with the terms of this Agreement. Protestants agree to notify Applicant in writing of any alleged violation of this Agreement and shall afford Applicant fourteen (14) calendar days to correct, or begin to correct, the violation, prior to notifying the Board.

In consideration of, and in reliance upon, the above-stated covenants and promises, and with the understanding that the stated conditions will be made part of Applicant's license, the Protestants do hereby support approval of the subject application by the ABC Board, and ask that their protests thereof be deemed withdrawn.

This Agreement shall not preclude Protestants from exercising any other rights under the ABC statutes or regulations, nor from challenging Applicant's compliance with any other District of Columbia laws or regulations not covered in this Agreement.

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

  
\_\_\_\_\_  
for Applicant  
Roberto Donna  
\_\_\_\_\_  
Print Name  
4/5/94  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
for Dupont Circle ANC 2B  
RUSSELL GAMBLE  
\_\_\_\_\_  
Print Name  
4/4/94  
\_\_\_\_\_  
Date

Kyle Pitsor  
for Dupont Circle Citizens Association

KYLE PITSOR  
Print Name

April 4, 1994  
Date