

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

In the Matter of:	)	
	)	
Dickson THC, LLC,	)	License Number: 82216
t/a Dickson Wine	)	ORDER NUMBER: 2010-038
	)	
Application for New Retailer's	)	
Class CT License	)	
at premises	)	
903 U Street, N.W.	)	
Washington, D.C. 20001	)	

Dickson THC, LLC, t/a Dickson Wine, Applicant

E. Gail Anderson Holness, Chair, Advisory Neighborhood Commission 1B (ANC 1B)

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

**ORDER ON VOLUNTARY AGREEMENT**

The official records of the Alcoholic Control Board (Board) reflect that Dickson THC, LLC, t/a Dickson Wine, Applicant for a new Retailer's Class CT License located at 903 U Street, N.W., Washington D.C., and Brianne K. Nadeau, Chair, ANC 1B (collectively, the "Parties"), have entered into a Voluntary Agreement (Agreement) dated December 28, 2009, setting forth the terms and conditions that govern 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, Former Chairperson Nadeau, and Commissioner Raia are signatories to the Agreement.

Dickson THC, LLC  
t/a Dickson Wine  
License No: 82216  
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Accordingly, it is this 24<sup>th</sup> day of February 2010, **ORDERED** that:

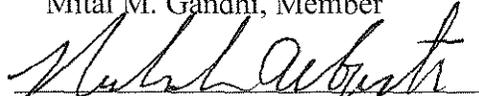
1. The Application filed by Dickson THC, LLC, t/a Dickson Wine, for a new Retailer's Class CT license located at 903 U Street, N.W., Washington D.C., is **GRANTED**;

2. This above-referenced Voluntary Agreement submitted by the Parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and

3. Copies of this Order shall be sent to the Applicant and ANC 1B.

District of Columbia  
Alcoholic Beverage Control Board

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



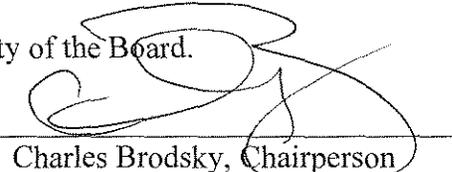
\_\_\_\_\_  
Nick Alberti, Member



\_\_\_\_\_  
Donald Brooks, Member

\_\_\_\_\_  
Herman Jones, Member

I dissent from the position taken by the majority of the Board.



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

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

DISTRICT OF COLUMBIA  
REGULATION ADMINISTRATION

Voluntary Agreement Concerning Issuance of License  
Dickson Wine, Dickson THC, LLC

2010 JAN 33 A 9:25

THIS AGREEMENT made and entered into this <sup>Feb 02</sup> ~~28<sup>th</sup>~~ day of <sup>Feb</sup> ~~Dec~~, 2009, by and between Dickson Wine (Applicant) and ANC1B witnesses:

Whereas Applicant has filed application 082216 with the District of Columbia Alcoholic Beverage Control Board (ABC Board) for a new class CT license for premises to be known as Dickson Wine, and to be located at 903 U Street, NW Washington, DC 20001 (premises).

Whereas Protestant has filed before the ABC Board a protest opposing the granting of this application;

Whereas in recognition of the ABC Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching voluntary agreements, by their signatures below, the parties hereto desire to enter into a voluntary agreement whereby (1) Applicant will agree to adopt certain measures to address ANC1B's concerns and to include this agreement as a formal condition of its application, and (2) ANC1B's supported the issuance of the new license and provided that such an agreement is incorporated into the ABC Board's order issuing the license.

Whereas Applicant has recently taken or intends to take certain measures designed to ameliorate ANC1B's concerns;

In consideration of the mutual covenants and undertakings memorialized herein, the Applicant and ANC1B's herby agree as follows:

A. NOISE. Applicant acknowledges familiarity with and will comply with noise-control provisions of the District of Columbia law and regulations, including preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with DCMR 20. The Applicant agrees to restrict all events to those run by the restaurant and will not contract the restaurant for any special events to be operated by an outside contractor.

B. SAFETY & SECURITY. Applicant agrees to provide a security plan for inclusion in ABC Board and ANC1B files. Applicant agrees to notify ANC1B in a timely fashion of any significant ABRA violations or any safety/security events requiring MPD involvement.

C. FOOD AND ALCOHOL SERVICE. Applicant hours will be permitted by law of license assigned.

D. TRASH/GARBAGE/RODENTS. Applicant shall maintain trash/garbage removal service at least three times weekly or more if needed and see that the trash and dumpster area remains clean. Applicant shall deposit trash and garbage only in rodent-proof dumpsters and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being

added or removed. Applicant will keep trash off public space. If applicant is landlocked applicant shall keep all containers abutted to the back of their portion of the building. Applicant is strongly encouraged to use a trash compacter. Applicant will make every reasonable effort to eliminate accessible food sources for rodents and eliminate the rat population. Applicant will have professional extermination services or provide them as needed. Applicant shall request that its trash and recycling contractors pick trash and materials no earlier than 7:00 am and no later than 6:00 pm. No recycles will be dumped after 9:00 pm.

E. CAPACITY. Applicant shall at all times adhere to its occupancy limit as specified in its Certificate of Occupancy Permit, which shall remain posted in public view at all times. Applicant should encourage the patrons of the residential neighborhood and the necessity of quiet departure. Applicant will take necessary steps to control the noise generated by the operation of any outdoor space to avoid disturbing nearby residents.

F. PARKING. Applicant will encourage transit use, and will direct patrons to use nearby public parking facilities rather than parking on residential streets.

G. SIGNAGE/PUBLICITY. Signage shall be coordinated and approved by DC Historic Preservation Office. Applicant agrees that there will be no alcohol advertisements visible on the windows of this establishment. In all signs and advertisements, Applicant shall emphasize food over alcoholic beverages.

H. TRANSFERABILITY. Applicant shall provide ANC1B with forty-five (45) days notice of intent to transfer this license.

I. MODIFICATION OF VOLUNTRARY AGREEMENT. This agreement can be modified only by mutual agreement of the parties with the approval of the ABC Board for acceptance and enforcement.

J. BINDING EFFECT. This Voluntary Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant during the term of the license to which this Voluntary Agreement applies.

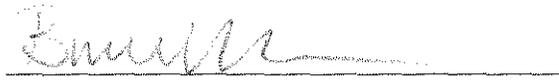
K. NOTICE AND OPPORTUNITY TO CURE. In the event that any of the parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within thirty days of the date of such notice. If Applicant or the licensee fails to cure within the thirty day period (or, with respect to a breach which reasonably requires more than thirty 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 DC 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.

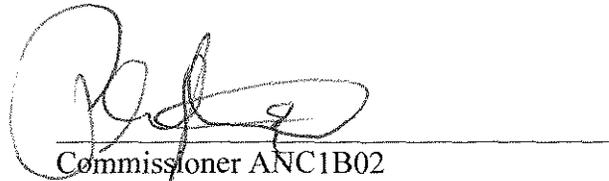
If to Applicant: Steven Kaufman, 903 U Street. NW, Washington, DC 20001

If to Protestant: ANC1B, PO Box 73710, Washington, DC 20056

**Wherefore**, by the signing of the representatives of Applicant and ANC1B, Applicant hereby agrees to aforementioned covenants and ANC1B agreed to support the issuance of the Class CT license to Applicant, and both parties request that this agreement is incorporated into the ABC Board's order issuing a Class CT license.

  
Steven Kaufman

  
Chairman, ANC1B

  
Commissioner ANC1B02

Accordingly, on this 28<sup>th</sup> day of Dec 2009 it is ordered that the Voluntary Agreement between Applicant ANC1B is incorporated into the ABC Board's order issuing Applicant an amended Class CT license.