

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

_____ )	
<b>In the Matter of:</b> )	
)	
Rose's Dream, Inc. )	
t/a Roses Dream Bar and Lounge )	
)	
Holder of a )	License No. ABRA-074099
Retailer's Class CT License )	Order No. 2011-012
)	
at premises )	
1370 H Street, N.E. )	
Washington, D.C. 20002 )	
_____ )	

Rose's Dream, Inc., t/a Roses Dream Bar and Lounge ("Applicant")

Kelvin Robinson, Chairperson, Advisory Neighborhood Commission (ANC) 6A

**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 ADDENDUM TO VOLUNTARY AGREEMENT**

The Applicant and Advisory Neighborhood Commission 6A entered into a Voluntary Agreement (Agreement) dated October 1, 2004, setting forth the terms and conditions by which the Applicant would operate its establishment. This matter comes now before the Alcoholic Beverage Control Board (Board) to consider the Parties' Addendum to Voluntary Agreement (Addendum) dated December 9, 2010, 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 Chairperson Kelvin Robinson, on behalf of ANC 6A, are signatories to the Addendum. The Addendum has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the Addendum, all terms and conditions of the original Agreement not amended by the

**Rose's Dream, Inc.**  
**t/a Roses Dream Bar and Lounge**  
**License No. ABRA-074099**  
**Page 2**

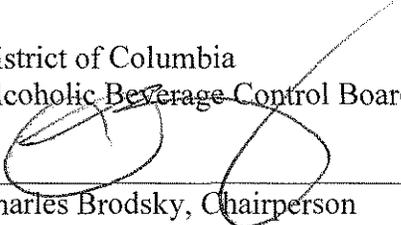
Addendum shall remain in full force and effect.

Accordingly, it is this 12th day of January 2011, **ORDERED** that:

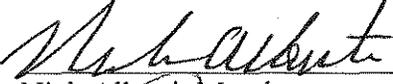
1. The Addendum to Voluntary Agreement by and between Rose's Dream, Inc., t/a Roses Dream Bar and Lounge, located at 1370 H Street, N.E., Washington, D.C., and ANC 6A to the existing October 1, 2004 Agreement is **APPROVED**;
2. The above-referenced Addendum is **INCORPORATED** as part of the existing Agreement and this Order; and
3. Copies of this Order shall be sent to the Applicant and ANC 6A.

Rose's Dream, Inc.  
t/a Roses Dream Bar and Lounge  
License No. ABRA-074099  
Page 3

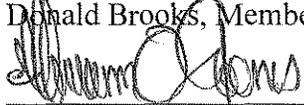
District of Columbia  
Alcoholic Beverage Control Board

  
Charles Brodsky, Chairperson

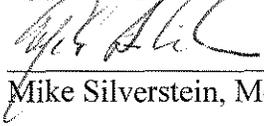
Mital M. Gandhi, Member

  
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 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., Third Floor, Washington, DC 20009.

**Addendum to Voluntary Agreement**  
Made this 9<sup>th</sup> day of December, 2010  
By and between

**Rose's Dream**  
(Danny Roberts, Applicant)  
and

ANC6A

Whereas Danny Roberts, owner of Roses Dream, (Applicant) has applied for a substantial change to include a rooftop venue at Roses Dream located at 1370 H Street, NE, and

Whereas applicant and ANC6A agree that measures should be taken to mitigate noise emanating from the rooftop venue, the parties add the following agreement to the Voluntary Agreement dated June 21, 2004 between the ANC and Rose's Dream that:

- 1) Seating capacity will not exceed 50 persons
- 2) The patio will be used for seated guests only, that is, the applicant will not use the rooftop for persons standing, at a reception, etc.
- 3) Applicant agrees that sounds on the rooftop shall not be amplified, therefore speakers will not be used on the rooftop. This includes sounds from entertainment, a radio, jukebox, TV or microphone.
- 4) The Applicant will use plantings, walls, fencing, etc. to mitigate sounds from the patio.
- 5) The Rooftop will close seating at 11:00 PM weekday evenings and 12:00 PM on weekend evenings;
- 6) Placards or signs will be posted to notify patrons of the hours;
- 7) Placards will be posted requesting patrons to respect the neighboring residents;
- 8) Applicant will respond quickly to noise complaints which are brought through the ANC and take appropriate action to mitigate the problem;
- 9) In the event that noise on the rooftop repeatedly disturbs nearby homeowners, the ANC and applicant will work in good faith to negotiate an addendum to this agreement to mitigate noise through additional soundproofing measures.

Agreed to this 9<sup>th</sup> day of December 2010.

Veronica Roberts Danny Roberts  
Danny Roberts, on behalf of Rose's Dream  
Veronica Roberts

Kevin Robinson  
Kelvin Robinson, Chair ANC6A, on behalf of ANC6A

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

<u>In the Matter of:</u>	)	
	)	
Rose's Dream, Inc.	)	
t/a Rose's Dream Bar and Lounge	)	
	)	
Application for a Retailer's Class CT	)	License no. 70668
License – new	)	Application no. 60755-04/111P
at premises	)	2004-197
1370 H Street, NE	)	
Washington, D.C.	)	
	)	

Jeri Dennis, Eddie H. Curry, Susan Reyes Vasquez, Helen Wooden, Cherie Mitchell, Lisa A. Greene, and Robert Pittman, Protestants

Allison Martinez, Esquire, on behalf of the Applicant

Veronica Roberts, President, on behalf of the Applicant

**BEFORE:** Charles A. Burger, Chairperson  
Vera M. Abbott, Member  
Peter B. Feather, Member  
Judy A. Moy, Member  
Audrey E. Thompson, Member

**ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST**

The application, having been protested, came before the Board on October 6, 2004, in accordance with D.C. Official Code §25-601 (2001 Edition). Jeri Dennis, Eddie H. Curry, Susan Reyes Vasquez, Helen Wooden, Cherie Mitchell, Lisa A. Greene, and Robert Pittman filed timely protest letters.

The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the agreement, dated October 1, 2004, the protestants have agreed to withdraw the protests, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

Rose's Dream, Inc.  
t/a Rose's Dream Bar and Lounge  
1370 H Street, NE  
License no. 70668  
Page two

Accordingly, it is this 15<sup>th</sup> day of December 2004, **ORDERED** that:

1. The protests of Jeri Dennis, Eddie H. Curry, Susan Reyes Vasquez, Helen Wooden, Cherie Mitchell, Lisa A. Greene, and Robert Pittman are **WITHDRAWN**;
2. The application of Rose's Dream, Inc. t/a Rose's Dream Bar and Lounge for a retailer's class CT license (new) at 2439 18<sup>th</sup> Street, NW, Washington, DC is **GRANTED**;
3. The above-referenced agreement between the parties is **INCORPORATED** as part of this Order; and
4. Copies of the Order will be forwarded to the Protestants and the Applicant.

District of Columbia  
Alcoholic Beverage Control Board

Charles A. Burger  
Charles A. Burger, Chairperson

Vera M. Abbott  
Vera Abbott, Member

Peter Feather  
Peter Feather, Member

Judy A. Moy  
Judy A. Moy, Member

Audrey E. Thompson  
Audrey E. Thompson, Member

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ABLA rec'd: 10/6/04

## Cooperative Agreement

Licensee: Rose's Dream, Inc.

This is a mutual agreement between an establishment seeking a license as a Class CT (Tavern) and the residents and neighbors who are Protestants.

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To create a comprehensive operational standard with clear and reasonable guidelines that both the establishment and the resident can understand; this contract will come to be known as a Cooperative Agreement.

- ❖ Whereas, this Cooperative Agreement is meant to be a document designed to provide clear understanding to the licensed establishment and the resident, police or government agency as to how all concerned wish for the laws on public safety and public health to be managed at this establishment.
  - ❖ Whereas, the Cooperative Agreement will serve as a basis to improve the Quality of Life of both the Licensee and the resident taking into account the range of customers served by the Licensee and the differences in attitudes, mental and physical health, socio-economic means, sub-cultural and philosophical differences.
  - ❖ Whereas, the Cooperative Agreement is the basis for the development of communications and improved working relationships amongst all in the community, which the Licensee may serve.
  - ❖ Whereas, the Cooperative Agreement establishes a set of clauses outlined to supplement what the Licensee has already agreed to do simply by being granted the privilege to have a license. The Cooperative Agreement is meant to be a tool, which shall be used by the Licensee, which enters into this Agreement to meet standards that build on the Quality of Life of the community.
  - ❖ Whereas, The Cooperative Agreement is also designed to guide residential members in dealings with the Licensee who will possess a Class CT license. The relationship between residents and commercial establishments is intrinsic to the economic viability of the whole community. There must be a relationship of trust and understanding that transcends a certain financial transaction. It must also be accepted by both that in order for the Cooperative Agreement to be effective it will take more than just signing this document. Both the Licensee and Protestants have to uphold their respective ends of this Agreement and must take an active part in fulfilling it's commitment to insuring the Cooperative Agreement is effective is as possible.
  - ❖ Whereas, the Parties having met and discussed the provisions of this Cooperative Agreement agree to make good faith efforts to resolve community concerns associated with the presence of commercial establishments with an ABC license in an area that is experiencing revitalization and bounded by residential neighborhoods.
-

Whereas, it is our intent to outline in this The Cooperative Agreement conditions that meet the reasonable needs of both parties.

Therefore, we agree as Protestants and accept that the Applicant and the Protestants will adhere to the following conditions as set forth:

Made this \_\_\_\_\_ day of October, 2004, by and between Veronica Roberts, Applicant and President of Rose's Dream, Incorporated, trading as Rose's Dream Bar and Lounge (referred to herein as "Applicant", "Licensee" or "Rose's Dream") and Robert Pittman (LOCCHNA), Susan Vasquez, Jeri Dennis, Cherie Mitchell, Helen Wooden, Lisa Greene, Eddie Curry.

The parties agree to make good faith efforts to resolve community concerns associated with the presence of Rose's Dream.

As residents, we recognize that the Applicant has requested and received a *Stipulated License* from the Alcohol Beverage Control Board (ABC), having met the necessary requirements set under the Alcohol Beverage Regulation Administration (ABRA). Also as Citizens and Protestants, we are delighted that a local tavern has located to 1370 H Street, N.E. It is our intent to outline in this Cooperative Agreement conditions that meet the reasonable needs of both parties.

Therefore, we agree as Protestants and accept that the Applicant and the Protestants will adhere to the following conditions as set forth:

- 1.0 Rose's Dream, Inc., trading as Rose's Dream Bar and Lounge agrees to take all actions reasonably necessary to maintain the exterior areas adjacent to the restaurant including keeping the sidewalk, curbs\*, and tree-box in front of the business and the alley beside and behind the establishment well manicured and in accordance with Title 25, D.C. Code Enactment and Related Amendments Act of 2001 (25-726.)
- 2.0 The Protestants recognize that trash and debris will accumulate on and near the property that will not result from patrons of the establishment. It is agreed that Rose's Dream will make reasonable efforts to keep any trash, debris, garbage and/or other unattended items left on or near the area, eighteen inches out from the curb\*, to the extent Rose's Dream is in control of such areas.
- 3.0 The Licensee agrees to pursue reasonable efforts, both directly and through communications with the Metropolitan Police Department (1<sup>st</sup> District) to discourage individuals from congregating or loitering outside of and in areas adjacent to the establishment. The Licensee agrees that in the event there is a crowd of patrons of Licensee in front of the establishment, they will not block the sidewalks, public streets or alleyways.

- 3.1 The Licensee agrees to comply with Title 25, D.C. Code Enactment and Related Amendments Act of 2001 (25-713) which stipulates, in part, that a licensee is to post notice, maintained in good repair and in a place clearly visible from the point of entry to the establishment, stating: (1) the minimum age requirement for the purchase of alcoholic beverages; and (2) the obligation of the patron to produce a valid identification document displaying proof of age upon request.
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- 3.2 The Licensee agrees to otherwise adhere to the relevant provisions of Title 25, D.C. Code Enactment and Related Amendments Act of 2001.
- 4.0 The Licensee agrees not to install pay telephones outside the establishment or support an application.
- 4.1 The Licensee may decide that a pay phone inside of the establishment is appropriate and will meet no opposition from the Protestants, if Rose's Dream does what is reasonable to insure that the phone(s) is not used for illicit activity.
- 5.0 The Protestants acknowledge and accept the soundproofing measures already taken by Licensee to sound proof walls of the establishment. Rose's Dream agrees to comply with Title 25, D.C. Code Enactment and Related Amendments Act of 2001 (25-725) which stipulates, in part, that ABC licensees shall not produce any sound, noise, or music of such intensity that it may be heard beyond the premises (beyond is reasonably applied).
- 5.1 The Licensee agrees to ensure that all entertainment is provided in compliance with ABC regulations.
- 5.2 It is agreed that should complaints arise from community members concerning noise or other issues, the Licensee agrees to reasonably work together with the Protestants to address any issues that may arise and develop methods to reduce sound/noise concerns.
- 6.0 The Licensee agrees that if windows and/or doors are used for ventilation purposes, Licensee will recognize that the windows and doors shall be closed by 10:00p.m. on any given night to prevent disturbing the neighborhoods or ensure that the volume of any music is low enough that, with windows open, no music is heard by anyone standing on the sidewalk in front of the premises.
- 7.0 The Licensee agrees that laser light shows or strobes to attract crowds will be prohibited.
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- 8.0 **The Protestants requests that Rose's Dream agree to not seek a Public Hall license for any reason.** The Protestants recognize that COLIN SCARLETT is the owner of 1370 H Street, N.E.
- 9.0 The Licensee agrees to control delivery truck traffic and ensure where possible that alleyways and streets are not blocked for any lengthy period.
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- 9.1 The Licensee agrees to maintain regular trash garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remain 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.
- 9.2 The Licensee agrees that all crates and other stackable items are handled appropriately and do not obstruct alleys.
- 10.0 The Licensee agrees to meet once a year with the Protestants to address community concerns, including parking issues, at a time and location mutually agreed among the parties.
- 11.0 In the event the Licensee employs a Valet service the Protestants shall be notified.
- 12.0 Rose's Dream agrees that points of contact for the Protestants and the community should problems arise are: **Jeri Dennis at 202.388.7878, then Helen Wooden at 396.2223, then Cherie Mitchell at 202.399.6529. The responsibility of the contacted person will be to inform other Protestants.**
- 12.1 The Licensee agrees to respond to Protestants concerns regarding Licensee's compliance with any provision of this Agreement within Ten (10) business days after written notification specifying the concern has been received by Licensee.
- 13.0 The Licensee agrees to use only one entrance on H Street and that the rear exit will always remain unobstructed for safety purposes.
- 14.0 The Licensee agrees to maintain a professional façade, with professionally made and installed signage.

15.0 Rose's Dream Tavern agrees to cease sale of alcohol at:

3:00AM on Friday and Saturday (Last Call is agreed at 2:30AM)

2AM on Sunday 12 am on Sunday application

2AM on Monday - Thursday 12 am

2am on application

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16.0 The Licensee indicated on the application to ABRA that dancing would be permitted on the premises. The Protestants acknowledge that dancing may occur and that the Licensee may apply for an Entertainment License.

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17.0 The Protestants and the Applicant agree to enter into this Agreement on a good faith basis. If the conditions and stipulations of this Agreement are breached by the Licensee, then Protestants shall provide written notice of the proposed breach to Licensee pursuant to Section 12.1 of this Agreement and Licensee shall have ten (10) business days following receipt of such notice to come into compliance with this Agreement or respond to said alleged notice of default.

17.1 In the event Licensee fails to remedy the alleged breach to the reasonable satisfaction of Protestants within the above-referenced 10 day period, then Protestants shall notify the Single Member District Commissioner (6A06) and Advisory Neighborhood Commission 6A of its grievances and post notice and hold a public community meeting to inform interested parties of the grievances alleged by Protestants and provide Licensee an opportunity to respond.

17.2 In the event the alleged default of this Agreement or other grievance is not resolved pursuant to Section 17.1 above, then Protestants may immediately petition the ABC Board for a "Show Cause" Hearing on the Rose's Dream, Class CT license on behalf of the citizens and neighbors, after following other provisions of this Agreement.

18.0 The Licensee acknowledges that the signatories hereto are Protestants in the pending license application before the ABC Board of the District of Columbia. All of the Protestants live in the immediate area of the establishment and as such pledge to implement the terms of this Cooperative Agreement.

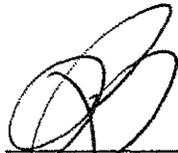
19.0 All Parties have read, understood and signed this document. Therefore, the Protestants hereby withdraw its protest of Rose's Dream, Incorporated, trading as Rose's Dream Bar and Lounge, Application for a Class CT license and agree to immediately take all actions necessary and file all documents necessary to effectuate the withdrawal of such protest with ABRA.

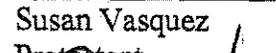
20.0 The Protestants agree to inform the neighborhood of this Cooperative Agreement and agree to enlist community support on the terms and conditions as set forth.

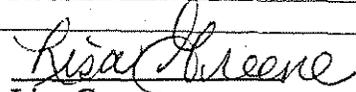
This Cooperative Agreement shall be executed in 12 (Twelve) counterparts, each of which shall constitute an original.

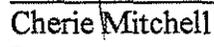
Parties to this action are:

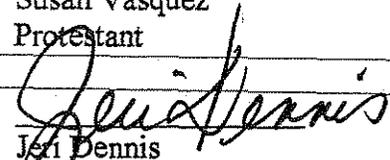
  
Veronica Roberts, Owner/President  
Rose's Dream Bar and Lounge

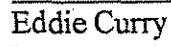
  
Robert Pittman  
Protestant

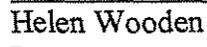
  
Susan Vasquez  
Protestant

  
Lisa Greene  
Protestant

  
Cherie Mitchell  
Protestant

  
Jeri Dennis  
Protestant

  
Eddie Curry  
Protestant

  
Helen Wooden  
Protestant

**Applicant** - Veronica Roberts

**Protestants** - Robert Pittman, LaVerne Law, Wanda Harris, Jeri Dennis, Cherie Mitchell, Helen Wooden, Lisa Greene and Eddie Curry.

#### Definitions

\* "Curb" is defined as the area at the edge of the sidewalk and tree box space that connect with the public street and alley.

\*\* "Immediately" is defined as within Ten (10) business days (unless stated otherwise) of receipt via U.S. Mail, electronic mail, telephonic or facsimile means from the Protestants.

ABRA rec'd 10/12/04  
(6)

17.2 In the event the alleged default of this Agreement or other grievance is not resolved pursuant to Section 17.1 above, then Protestants may immediately petition the ABC Board for a "Show Cause" Hearing on the Rose's Dream, Class CT license on behalf of the citizens and neighbors, after following other provisions of this Agreement.

18.0 The Licensee acknowledges that the signatories hereto are Protestants in the pending license application before the ABC Board of the District of Columbia. All of the Protestants live in the immediate area of the establishment and as such pledge to implement the terms of this Cooperative Agreement.

19.0 All Parties have read, understood and signed this document. Therefore, the Protestants hereby withdraw its protest of Rose's Dream, Incorporated, trading as Rose's Dream Bar and Lounge, Application for a Class CT license and agree to immediately take all actions necessary and file all documents necessary to effectuate the withdrawal of such protest with ABRA.

20.0 The Protestants agree to inform the neighborhood of this Cooperative Agreement and agree to enlist community support on the terms and conditions as set forth.

This Cooperative Agreement shall be executed in 12 (Twelve) counterparts, each of which shall constitute an original.

Parties to this action are:

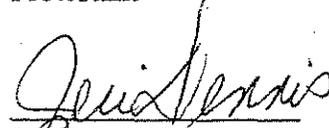
Veronica Roberts,  
Owner/President  
Rose's Dream Bar and Lounge

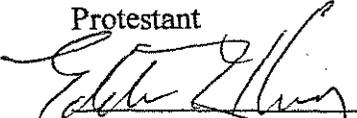
  
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Protestant

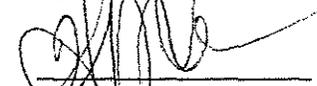
  
Susan Vasquez  
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Cherie Mitchell  
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Jeri Dennis  
Protestant

  
Eddie Curry  
Protestant.

  
Helen Wooden  
Protestant

**Applicant** - Veronica Roberts

**Protestants** - Robert Pittman, Susan Vasquez, Jeri Dennis, Cherie Mitchell, Helen Wooden, Lisa Greene and Eddie Curry.