

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

In the Matter of:)	
)	
Molly Malone's, LLC)	
t/a Molly Malone's)	
)	
Holder of a)	License No. ABRA-086148
Retailer's Class CR License)	Order No. 2016-362
)	
at premises)	
713 8th Street, S.E.)	
Washington, D.C. 20003)	

Molly Malone's, LLC, t/a Molly Malone's (Licensee)

Kirsten Oldenburg, Chairperson, Advisory Neighborhood Commission (ANC) 6B

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
Ruthanne Miller, Member
James Short, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Molly Malone's, LLC, t/a Molly Malone's (Licensee), and ANC 6B have entered into a Settlement Agreement (Agreement), dated May 10, 2016, that governs the operation of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Kirsten Oldenburg, on behalf of ANC 6B, are signatories to the Agreement.

Accordingly, it is this 8th day of June, 2016, **ORDERED** that:

1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modifications:

Section 6 (Noise Mitigation) – The third and fourth sentence shall be modified to read as follows: “Applicant agrees to keep its doors and windows closed when music is being played at the establishment, but may open its window panels during such times, provided that the music is not audible beyond the street curbside.”

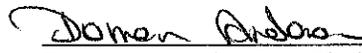
Section 9 (Restriction on Use of Points for Access/Egress) – The term “permit” shall be replaced for the term “direct”.

Section 11 (Compliance with Agency Regulations) – This Section shall be modified to read as follows: “Applicant understands, agrees, and promises that they will maintain compliance with all laws and regulations of the District of Columbia at all times. Specifically, Applicant will ensure strict adherence to ABRA, Department of Consumer and Regulatory Affairs (DCRA), Department of Health (DOH), Department of Public Works (DPW) and other applicable DC Agency regulations regarding (a) conduct of its business and (b) the ownership of the license and all other provisions applicable to liquor licenses.”

The parties have agreed to these modifications.

2. This Settlement Agreement replaces and supersedes previous Settlement Agreements between the parties; and
3. Copies of this Order shall be sent to the Licensee and ANC 6B.

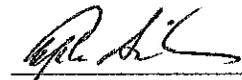
District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson



Nick Alberti, Member



Mike Silverstein, Member



Ruthanne Miller, Member



James Short, 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 Regulation 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 BY AND BETWEEN
ADVISORY NEIGHBORHOOD COMMISSION 6B

and

MollyMalone's, LLC
d/b/a Molly Malone's

Pursuant to this Settlement Agreement, ("Agreement"), by and between MollyMalone's, LLC (d/b/a Molly Malone's) ("Applicant") and Advisory Neighborhood Commission 6B ("ANC6B"), effective as of the date of its adoption by ANC6B, the parties hereto hereby agree to be legally bound by the terms and conditions of this Settlement Agreement (SA) as it relates to conduct of business located at 713 8th Street, SE, Washington, DC 20003 ("Premises").

WHEREAS, Applicant has applied before the District of Columbia Alcoholic Beverage Regulatory Administration ("ABRA") to effect, and is seeking its approval of a Class "C" Restaurant License (ABRA-086148) ("License"); and,

WHEREAS Applicant has applied before ABRA to effect, and is seeking its approval of, a new License for the Premises; and

WHEREAS, Applicant and ANC 6B are desirous of voluntarily entering into and mutually memorialize in this SA the terms and conditions upon which ANC6B has agreed to support Applicant's License, pursuant to the provisions of D.C. Code § 25-446, for the operation and maintenance of Applicant's business at the Premises in such a manner as to further promote the peace, order and quiet of the neighborhood as well as maintain security and sanitation of the alley immediately behind the Premises; and,

WHEREAS, this is intended to replace in its entirety any and all previously-existing Settlement Agreements between the Parties, and all such previous agreements are hereby declared superseded, null and void and of no further effect. Agreement may only be modified by written agreement of all the parties or their successors, or otherwise in accordance with law.

NOW, THEREFORE, Applicant and ANC 6B agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Nature of the Business. Applicant will manage and operate a full-service restaurant ("Establishment") with a Sidewalk Café, Cover Charge, Dancing and Entertainment endorsements at the Premises. Applicant shall limit its total seating to no more than 211 patrons, inclusive of seating for up to 199 patrons on the interior dining area, and no more than 12 patrons in the Sidewalk Café on the side of the Premises. In no event shall Applicant operate or seek to operate the Establishment in excess of the maximum number of patrons that may lawfully occupy the Premises pursuant to its Certificate of Occupancy.
3. Hours of Operation and Sales. The Applicant's hours of operation and alcoholic beverage sales may be changed from time to time in Applicant's discretion, as may be otherwise permitted by its License, but in no event shall exceed or extend beyond the following:

Applicant's hours of Operation shall be as follows:

Monday through Thursday:	8:00 a.m. – 2:00 a.m.
Friday and Saturday:	8:00 a.m. – 3:00 a.m.
Sunday:	10:00 a.m. – 2:00 a.m.

Applicant's sale/service of alcohol on the Sidewalk Cafe shall be as follows:

Sunday through Thursday:	10:00 a.m. – 11:00 p.m.
Friday and Saturday:	10:00 a.m. – 1:00 a.m.

Provided, however, (1) on days designated by the DC ABC Board as "Extended Hours for ABC Establishments," Applicant may serve alcoholic beverages for one additional hour solely as to inside sales and operations; (2) in the event the Council of the District of Columbia or the ABC Board grant licensees, in general, extended operating hours for particular event(s), Applicant may avail itself of such extended hours solely as to inside operations; (3) on January 1 of each year Applicant may serve alcoholic beverages and provide entertainment until 3:00 a.m.; and, (4) on St. Patrick's Day, March 17th, the Applicant may operate (including sales and consumption) from 8:00 a.m. to one (1) hour later than the hour designated.. Applicant must submit, as required by regulation, any forms or document to the authorizing agency for such extended hours. These extended hours are only for inside the establishment.

4. Requirements for Operation of Sidewalk Cafe. Applicant shall operate its Sidewalk Cafe consistent with the terms and conditions of its Public Space Management Branch Certification for such space, and shall cause its employees to maintain the Sidewalk Cafe in a clean and orderly manner, and not to cause or permit storage of any refuse, foodstuffs, perishable or odiferous materials in or adjacent to the Sidewalk Cafe. Applicant shall cause the area extending from the Sidewalk Cafe to the curb on the side of the Establishment to be regularly swept and shall remove litter and debris on not less than a daily basis, weather permitting.

5. Refuse Storage and Disposal. Applicant shall comply with DCMR 21-704.3-704.5 by utilizing and regularly maintaining one or more food waste (garbage) grinder(s) adequate in capacity to dispose of all readily grindable food wastes produced. Non-recyclable waste and recyclable trash (glass, plastic, cardboard and metal cans that have been rendered free to organic materials) shall be disposed of in sealed bags that are placed in appropriate receptacles capable of being sealed with closing lids and otherwise designed for that purpose.

Applicant shall utilize and maintain rodent proof waste and trash containers at the rear of the Premises with sufficient capacity to store all non-grindable garbage and recyclable trash and non-recyclable waste. Further, Applicant shall use its best efforts to store grease in a receptacle designed to store grease in the interior of the Premises.

Applicant agrees to adhere to the following conditions with respect to garbage and trash management, including disposal of and the sanitary maintenance of the exterior trash receptacle.

- a. Applicant shall contract with third party sanitation or waste management and recycling vendor(s) to collect garbage and non-recyclable waste 4 days per week and recycling a minimum of 4 days per week (or such more frequent schedules as may be necessary to prevent the receptacles from exceeding their capacity).
- b. Applicant will ensure timely waste disposal that is the least disruptive to the neighbors. Garbage, recyclable, and grease collections shall not occur between the hours of 10:00 p.m. and 9:00 a.m. on weekdays or 10:00 p.m. and 10:00 am on weekends. No glass shall be placed in any exterior receptacle nor otherwise disposed between 10:00 p.m. and 7:00 a.m. Any glass material needing to be recycled or otherwise disposed of during this timeframe shall be stored inside Applicant's establishment until at least 8:00 a.m. the following day.
- c. Applicant shall not place any non-grindable garbage, recyclable and non-recyclable trash in exterior trash receptacles in any manner that would prevent the full closure of the receptacles.

- d. In the event that garbage receptacles reach their capacity, Applicant will store any excess garbage inside the Applicant's Premises until at least 7:00 a.m. the following day to ensure that the receptacles are closed and secured overnight;
- e. All receptacles for grease, non-grindable food waste, recyclable and non-recyclable trash shall be secured with lids (as per their design) and stored in the exterior trash enclosure, unless in the immediate process of being hauled to or from sanitation or trash collection trucks.
- f. Any receptacle for recyclables or restaurant supplies such as linens, kegs or other supplies will be placed such that it does not encroach on the abutting property owners. Applicant shall ensure that no recyclable waste is placed outside the establishment other than in a fully-closed receptacle. Applicant shall ensure that the lids or doors on all receptacles are fully closed at all times.
- g. All receptacles used for grease, garbage, recyclable trash and waste shall be maintained in good repair and in safe and sanitary condition. Any damaged or leaking containers shall be promptly repaired or replaced.
- h. Applicant will daily check the full area around the trash receptacles and pick up or hose down any debris or liquid waste left behind after garbage, grease or recycling receptacles have been emptied.
- i. Garbage, grease and/or recycling spills shall be cleaned up as soon as practicable after they occur. Any leak or spillage of grease shall be promptly cleaned utilizing standard industry practices such as solvents and power washing for such uncontained grease.
- j. Applicant shall power-wash the trash storage area and all receptacles no less often than once every two weeks. However, no power-washing shall take place between the hours of 7:00 p.m. and 9:00 a.m. on weekdays or 7:00 p.m. and 12:00 noon on weekends.
- k. Applicant is encouraged to join in any coordinated effort with the adjacent tenants to address any rodent issues regardless of the source of such issues; and,
- l. Applicant will designate space and incorporate an interior trash room into any plans for major renovation, reconstruction, or remodeling of the interior of the Premises. This trash room will comply with DOH regulations and be exclusively utilized to storing all grease, garbage and trash.

6. Noise Mitigation. No objectionable noises, sounds, odors, or other conditions that are publicly observable or emitted beyond the immediate proximity of the Premises will be created by Applicant. Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall make architectural improvements to the property and take all necessary actions to ensure that music, noise and vibration from the Establishment are not audible outside the establishment at any time. Applicant agrees to keep its doors and windows closed when music is being played at the establishment. However, it is understood by the parties that music may be played at such times and at a level not audible beyond the street curbside. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry or exit doors.

Applicant will take all reasonable steps necessary to mitigate noise emanating from mechanical equipment associated with Applicant's operations (e.g. HVAC, grease fan) -- including installing sound absorbing and dampening material around the equipment, if necessary -- to comply with applicable DCMR provisions, prevent an increase in existing sound level from such equipment, and minimize or abate noises objectionable to residential neighbors.

Applicant specifically agrees that it shall adhere to and be accountable under the provisions of D.C. Code §25-725 as it pertains to residential dwellings in the contiguous physical block on which the Premises are located (except for those residential dwellings located within the CHC/C2A overlay), notwithstanding the fact that such neighboring residential units may not fall within the zoning classification otherwise entitled to enforcement of that provision under D.C. Code §25-725(b)(3). Noise mitigating actions may include

installation of sound absorbing and sound dampening materials on the roof between the HVAC and kitchen equipment and the residential properties along the rear of the Premises. Sound absorbing and dampening material will be sufficient to reduce noise to levels that meet DCMR noise regulations at the rear property line.

7. Odor and Emission Control. Applicant shall ensure that regularly scheduled maintenance and cleaning of exhaust hoods, fans and vents are undertaken in accordance with manufacturer's specifications for the type and amount of cooking undertaken. Applicant will also clean and/or exchange the filters as often as necessary to ensure optimal grease and particulate removal and odor mitigation for the type and quantity of cooking undertaken.

8. Sanitation and Pest Control. Applicant shall maintain in force a contract for regular and recurring application of a plan for pest control that includes baiting or similar rodent abatement procedures abutting the rear entrance to the Premises (including the waste storage room). Applicant shall not store or place any kegs, bottles, foodstuffs, palettes of materials, or other consumable goods of any type outside the Premises. Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract and of regular inspection and treatment pursuant to such contract, upon request from the Board.

9. Restrictions on Use of Points for Access/Egress. As there is limited space in the side and rear alleys and it contains several residential garages easily blocked by delivery trucks, Applicant shall not refer or permit commercial third party vendors to park a delivery truck in the public alley between the hours of 10:00 p.m. and 7:00 a.m. Further, Applicant shall use its best efforts to insist that all suppliers to use the loading zone in front of the Premises, as practicable, to unload and deliver supplies to the Establishment.

10. Security Cooperation in Stemming Loitering and Illegal Drugs. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises. Applicant agrees to monitor for and prohibit sales or use of illegal drugs within or about the Premises and maintain contact and cooperate with MPD and other enforcement officials when known or suspected drug activities occur.

11. Compliance with Agency Regulations. Applicant will ensure that it abides by ABRA, Department of Consumer and Regulatory Affairs (DCRA), Department of Health (DOH), Department of Public Works (DPW) and other applicable DC Agency regulations regarding (a) conduct of its business and (b) the ownership of the license and all other provisions applicable to liquor licenses. Violations of DC Agency regulations shall constitute a violation of this Agreement.

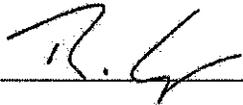
IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.

Applicant:

Molly Malone's LLC
t/a Molly Malone's
ABRA# 083029
713 8th Street, SE
Washington, DC 20003

Richard Cervera (Name of Person Authorized to Sign)

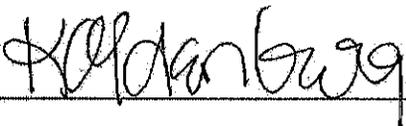
GEO (Title)

Signature: 

Date: 5-10-16

ANC:

Advisory Neighborhood Commission 6B
921 Pennsylvania Avenue, SE
Washington, DC 20003
Kirsten Oldenburg, Chairperson

Signature: 

Date: 5-10-16

ANC 6B

Capitol Hill / Southeast

May 18, 2016

921 Pennsylvania Avenue SE
Washington, DC 20003-2141
6B@anc.dc.gov
202-546-8542

Donovan Anderson, Chair
Alcoholic Beverage Control Board
2000 14th Street NW, Suite 400S
Washington, DC 20009

OFFICERS

Chair
Kirsten Oldenburg

Vice-Chair
Nick Burger

Secretary
Daniel Chao

Treasurer
Diane Hoskins

Parliamentarian
Denise Krepp

VIA E-MAIL: abra.legal@dc.gov

RE: ABRA-086148—Molly Malone's, 713 8th Street SE, renewal of Class C
Restaurant license

Dear Mr. Anderson:

At its regularly scheduled, properly noticed meeting on May 10, 2016, with a quorum present, Advisory Neighborhood Commission (ANC) 6B voted 9-0-1 to support the above-referenced ABC license renewal.

For your review and approval, please find attached a Settlement Amendment, which was executed by both parties.

Please contact Commissioner Chander Jayaraman, ANC 6B's Alcohol Beverage Control Committee Chair, at 202-546-2609 or chander6b08@anc6b.org if you have questions or need further information. Thank you.

Sincerely,



Kirsten Oldenburg
Chair

COMMISSIONERS

SMD 1 *Jennifer Samolyk*
SMD 2 *Diane Hoskins*
SMD 3 *James Loots*
SMD 4 *Kirsten Oldenburg*
SMD 5 *Steve Hagedorn*
SMD 6 *Nick Burger*
SMD 7 *Daniel Chao*
SMD 8 *Chander Jayaraman*
SMD 9 *Daniel Ridge*
SMD 10 *Denise Krepp*

Attachment