

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

**In the Matter of:** )  
 )  
Millie's Spring Valley, LLC )  
t/a Millie's )  
 )  
Applicant for a New )  
Retailer's Class CR License )  
 )  
at premises )  
4866 Massachusetts Avenue, N.W. )  
Washington, D.C. 20016 )  
\_\_\_\_\_ )

Case No. 15-PRO-00100  
License No. ABRA-100214  
Order No. 2016-013

Millie's Spring Valley, LLC, t/a Millie's (Applicant)

Thomas M. Smith, Chairperson, Advisory Neighborhood Commission (ANC) 3D

David M. Leahy, on behalf of A Group of Five or More Individuals

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

**ORDER ON SETTLEMENT AGREEMENT AND  
WITHDRAWAL OF PROTESTS**

The Application filed by Millie's Spring Valley, LLC, t/a Millie's (Applicant), for a new Retailer's Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on November 2, 2015, and a Protest Status Hearing on November 18, 2015, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 3D, and the Group of Five or More Individuals have entered into a Settlement Agreement (Agreement), dated December 4, 2015, that governs 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; Chairperson Thomas M. Smith, on behalf of ANC 3D; and David M. Leahy, on behalf of the Group of Five or More Individuals; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 3D and the Group of Five or More Individuals.

Accordingly, it is this 13<sup>th</sup> day of January, 2016, **ORDERED** that:

1. The Application filed by Millie's Spring Valley, LLC, t/a Millie's, for a new Retailer's Class CR License, located at 4866 Massachusetts Avenue, N.W., Washington, D.C., is **GRANTED**;
2. The Protests of ANC 3D and the Group of Five or More Individuals in this matter are hereby **WITHDRAWN**;
3. The above-referenced Settlement Agreement submitted by the Parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modifications:

Section 2 (Nature of the Business) – The following language shall be removed:  
“Applicant shall not advertise or market the business as a sports or sports themed venue.”

Section 11 (Complaints) – This Section shall be modified to read as follows:  
“Applicant acknowledges that failure to adhere to the foregoing commitments will constitute grounds for the filing of a complaint to the Board to ensure Applicant's compliance with the terms of the Agreement or other ABRA regulations.”

Section 12 (Notice and Opportunity to Cure) – The following sentence shall be modified to read as follows: “If Applicant fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30 days to cure, fails to commence cure of such breach and diligently pursues such cure) such failure shall constitute a cause for the filing of a complaint with the ABC Board pursuant to D.C. Official Code § 447.”

The parties have agreed to these modifications.

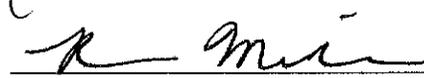
4. Copies of this Order shall be sent to the Applicant, ANC 3D, and David M. Leahy, on behalf of A Group of Five or More Individuals.

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 14<sup>th</sup> 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).



**GOVERNMENT OF THE DISTRICT OF COLUMBIA**

**ADVISORY NEIGHBORHOOD COMMISSION 3D**

**PO Box 40486, Palisades Station**

**Washington, DC 20016**

*PALISADES – KENT - SPRING VALLEY - WESLEY HEIGHTS - NEW MEXICO/CATHEDRAL –  
THE AMERICAN UNIVERSITY - FOXHALL VILLAGE - BERKELEY*

**SETTLEMENT AGREEMENT**

**This Settlement Agreement (“Agreement”) is made on this 4th day of December, 2015 by Advisory Neighborhood Commission 3D (“ANC 3D”), the Group of 30, and Millie’s Spring Valley LLC (“Applicant”), and, hereinafter the Parties.**

**WITNESSETH**

WHEREAS, Applicant has applied for an Alcoholic Beverage Control (“ABC”) Class CR license for a business establishment located at 4866 Massachusetts Avenue NW, Washington, DC (“Premises”); and

WHEREAS, the Premises are within the boundaries of ANC 3D; and

WHEREAS, the Premises are immediately adjacent to a residential neighborhood; and

WHEREAS, the Parties are desirous of entering into a Settlement Agreement for the operation and maintenance of the Establishment in such a manner as to minimize the effect of the Establishment on (i) the peace, order and quiet of the neighborhood; (ii) pedestrian safety, parking, and vehicular traffic, and (iii) the property values of residential properties in the immediate surrounding neighborhood. And

WHEREAS, the Parties request that the Applicant’s license request be granted conditioned upon the Alcohol Beverage Control (“ABC”) Board’s approval and acceptance of this written agreement and its incorporation into the Board’s Order issuing and governing the license.

Now, therefore, in consideration of the recitals set forth above and the mutual covenants set forth below, it is agreed as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by

reference.

2. Nature of the Business. The Applicant shall manage and operate an indoor and a summer garden 250-seat family-oriented neighborhood-serving restaurant with an emphasis on food. The bar in the interior of the restaurant shall have no more than 16 seats. The Certificate of Occupancy for the interior shall provide for no more than 130 seats. The Parties acknowledge that Applicant initially applied for only 99 interior seats. ANC 3D agrees to support amendment of the initial application to allow for 130 interior seats. Applicant shall not advertise or market the business as a sports or sports themed venue. In order to discourage casual consumption of alcohol, Applicant will not:

- a. Conduct any form of "drinking games"; and
- b. Offer any flat-fee, all-you-can-drink promotions.

3. Summer Garden. Applicant may operate an open-air summer garden on private property immediately adjacent to the front of the Premises. All summer garden seats shall be at tables. There shall be no bar set up on the summer garden and no area set aside for standing room. The summer garden shall be open air seating meaning no tenting or other cover provided. All patrons must vacate the summer garden within 30 minutes of the summer garden's end of service hours on weekdays (Sunday-Thursday).

4. Hours of Sales and Operations:

The Applicant's hours for sales and consumption of alcoholic beverages shall be as follow:

Indoor Restaurant – Sunday through Saturday – 11 AM – Midnight  
Summer Garden – Sunday through Thursday – 11 AM – 11 PM  
Summer Garden – Friday through Saturday – 11 AM – Midnight

The Applicant's operating hours shall be as follow:

Indoor Restaurant – Sunday through Saturday – 8 AM – Midnight  
Summer Garden – Sunday through Thursday – 8 AM – 11 PM  
Summer Garden – Friday through Saturday – 8 AM – Midnight

5. The Applicant will take reasonable efforts to ensure that ingress, egress and summer garden seating does not negatively impact the surrounding environs. To that effect, the Applicant's staff will regularly monitor the outdoor area. The Establishment shall lock and/or store any outdoor summer garden tables, chairs, or benches in such a manner as to deter loitering.

6. Parking for Customers and Employees. It is a principal concern of the Parties that the

Applicant's operation does not create or exacerbate parking problems within the immediate ANC boundaries. To that end, the Applicant shall require that its management and employees not park on neighborhood streets, including but not limited to Fordham Road NW, Upton Street NW, and 48<sup>th</sup> Place NW, that are immediately adjacent to the Establishment; otherwise, the Applicant shall require that its management and employees shall park legally at all times and take all reasonable measures to cause its vendors to park legally at all times in compliance with the posted parking regulations of the District of Columbia. Applicant agrees to provide 2-hour discounted parking for customers in the adjoining parking lot; will work with Landlord to try to provide complimentary parking for customers picking up orders; and to not use the adjoining parking lot for promotional events or for purposes other than patron parking, deliveries, or trash removal.

7. Noise and Privacy. The Applicant commits to maintaining neighbor-friendly noise levels inside and outside and will provide its managers and wait staff with strategies for noise control and instruct them to deal promptly with any and all instances of excessive noise.

- (a) Excessive noise is defined as noise that any reasonable person would recognize as disruptive or a nuisance, including noise caused by moving outdoor furniture.
- (b) Applicant will not provide any form of entertainment; and no music or amplified sound will be played outdoors.
- (c) The Applicant further agrees to use additional staff to help control noise levels or unruly behavior on the property or immediately surrounding the Premises and when appropriate, to caution patrons to be respectful of the neighborhood when exiting the Establishment.
- (d) The Applicant agrees not to place any speakers or other sound-transmitting equipment in its summer garden and will not add any speakers or amplification equipment at any location outside the restaurant.
- (e) If necessary, Applicant shall take reasonable steps to reduce noise emanating from the opening of the entry or exit doors or windows.
- (f) Applicant shall to the full extent permissible by law discourage loitering or other disruptive gatherings in the vicinity of the Premises.
- (g) No music or other amplified sounds shall be audible beyond the barriers of the Establishment's outdoor seating after 10 PM.
- (h) The on duty manager shall keep a written log of all neighborhood complaints about noise or behavior brought to his/her attention during a shift by a neighbor(s) or the authorities. Such log shall include the time of the complaint, the nature of the complaint, the remedial action taken by the manager in response to the complaint, if any.

8. Promotions. Applicant shall not cede control of the Premises to any promotor or other third party and there shall be no cover charges imposed to enter the Establishment.

9. Public Space and Trash. Applicant shall keep the area adjacent to the Premises, including the parking lot, clean and free of litter, bottles, and other debris in compliance with D.C. Code and

Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed. Applicant shall regularly monitor conditions in the Summer Garden to keep the area free of litter. The Applicant shall not allow any patron to take bottles or cups with them as they leave the establishment

10. Trash Pickup/Deliveries. All trash/garbage pick-ups and vendor deliveries shall be made between 8:00 AM and 6:00 PM, Monday through Friday, and between 9:00 AM and 6:00 PM on Saturdays.

11. Complaints. Applicant acknowledges that failure to adhere to the foregoing commitments will constitute grounds for petition to the Board for issuance of an Order to Show Cause to gain Applicant's compliance with the terms of this Agreement or other ABRA regulations.

12. Notice and Opportunity to Cure: The Parties to this Agreement agree to work together to resolve matters of community concern related to the Establishment. To this end, the Parties agree that each will notify the other as soon as reasonably possible of any complaint about the establishment and attempt a cooperative resolution of such complaints as the first recourse. Unless a breach of this Agreement is of an emergency nature, the Party in breach shall provide for a cure as soon as possible, but no later than 30 days from the notice of such breach. If Applicant fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30 days to cure, fails to commence cure of such breach and diligently pursues such cure), such failure shall constitute a cause for seeking a Show Cause Order. Notices required to be made under this Agreement shall be in writing and mailed to the addressed identified in this Agreement via certified mail, return receipt requested, postage prepaid, hand-delivered, or by email. Notice shall be deemed given as of the time of receipt or refusal receipt.

13. Entire Agreement. This Agreement sets forth the entire understanding of the parties with respect to Applicant's alcoholic beverage application and issuance of the License. There are no other warranties or representations which have been made or shall be relied upon by any of the parties to this Agreement other than those expressly set forth herein.

14. Counterparts. This Agreement may 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.

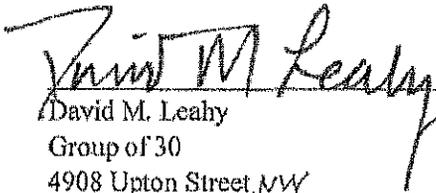
15. Construction. In the event any violation of this Agreement shall be deemed a violation of District of Columbia law, the violation of this Agreement shall be merged into the law violation, such that the Applicant shall only be found liable for one violation by the Board.

(Signatures On Next Page)

By:



Thomas M. Smith, Chair  
Advisory Neighborhood Commission 3D  
P.O. Box 40486  
Palisades Station  
Washington, D.C. 20016



David M. Leahy  
Group of 30  
4908 Upton Street, NW  
Washington, D.C. 20016



Robert Blair  
c/o Millie's Spring Valley, LLC  
4866 Massachusetts Avenue NW  
Washington, D.C. 20016



**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
**ADVISORY NEIGHBORHOOD COMMISSION 3D**  
**PO Box 40486, Palisades Station**  
**Washington, DC 20016**

*PALISADES -- KENT - SPRING VALLEY - WESLEY HEIGHTS - NEW MEXICO/CATHEDRAL -- THE  
AMERICAN UNIVERSITY - FOXHALL VILLAGE -BERKELEY*

December 4, 2015

Mr. Donovan Anderson  
Chairperson  
Alcohol Beverage Control Board  
Alcoholic Beverage Regulation Administration (ABRA)  
2000 14<sup>th</sup> Street NW, S400  
Washington, D.C. 20009

Attention: Adjudication Division

**RE: ABRA-100214 Millie's Spring Valley, LLC (Millie's) – Settlement Agreement**

Dear Mr. Anderson and Members of the Board:

At its regularly scheduled monthly meeting on December 2, 2015, held at the Sibley Memorial Hospital Medical Building and with a quorum (5) present at all times, Advisory Neighborhood Commission (ANC) 3D voted 6-0 to approve a Settlement Agreement and recommend approval of the license application for Millie's Spring Valley (ABRA-100214) conditioned upon approval of the attached Settlement Agreement by the Alcohol Beverage Control (ABC) Board.

ANC 3D appreciates the Board's consideration of the attached signed Settlement Agreement. The terms of this Agreement will mitigate the objections outlined by the ANC and the Party of 30 in the protests filed in October 2015. ANC 3D requests that the Commission's views be given the "great weight" to which they are entitled under DC law.

Sincerely,

Thomas M. Smith  
Chair, ANC 3D