

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

_____)	
In the Matter of:)	
Irish H, LLC,)	License Number: 81804
t/a The Star and the Shamrock)	ORDER NUMBER: 2009-214
Application for a New)	
Retailer's Class CT License)	
at premises)	
1341 H Street, N.E.)	
Washington, D.C. 20002)	
_____)	

Irish H, LLC, t/a The Star and the Shamrock, Applicant

Robert Pittman, Designated Representative, Lisa Greene, Luria Thompson, Eddie Curry,
and Cherie Mitchell, a Group of Five or More Protestants

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

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWAL OF PROTEST

The official records of the Alcoholic Control Board (Board) reflect that Irish H, LLC, t/a The Star and the Shamrock (Applicant), filed an application for a new Retailer's Class CT License located at 1341 H Street, N.E., Washington D.C. The Application was protested by a group of five or more, with Robert Pittman as the designated representative, and including Lisa Greene, Luria Thompson, Eddie Curry, and Cherie Mitchell (Protestants). The Protestants and the Applicant, collectively, "the Parties," have entered into a Voluntary Agreement (Agreement) dated August 7, 2009, setting forth the terms and conditions that govern the operation of the Applicant's establishment.

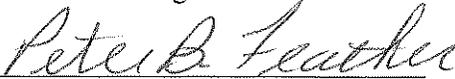
The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and the Protestants are signatories to the Agreement.

Irish H, LLC
t/a The Star and the Shamrock
License No: 81804
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Accordingly, it is this 12th day of August 2009, **ORDERED** that:

1. The Application filed by Irish H, LLC, t/a The Star and the Shamrock, for a new Retailer's Class CT license located at 1341 H Street, N.E., Washington, D.C., is **GRANTED**,
2. The Protest in this matter is hereby **WITHDRAWN**,
3. 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
4. Copies of this Order shall be sent to the Applicant and to the Protestants.

District of Columbia
Alcoholic Beverage Control Board


Peter B. Feather, Chairperson

Mital M. Gandhi, Member


Nick Alberti, Member

Charles Brodsky, Member


Donald Brooks, Member

Herman Jones, 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, 941 North Capitol Street, N.E., Suite 7200, Washington, D.C. 20002.

The Star and The Shamrock, Inc. Cooperative Agreement

This Cooperative Agreement is designed to reflect the concerns and issues of Protestants within 600 feet of The Star and The Shamrock, Inc. located at 1341 H Street, N.E. in the Old City neighborhood.

- ❖ As citizens and residents, we recognize that the Applicant has applied for a Class CT license from the Alcoholic Beverage Control Board (ABC), having met the necessary requirements set under the Alcoholic Beverage Regulation Administration (ABRA).
- ❖ As citizens, residents and Protestants, we are concerned about the impact on peace, order and quiet, demand for police, EMS and fire services, public intoxication and urination, rowdiness (intoxicated/impaired, screaming and yelling individuals on public space, people in cars drinking beer enroute to bars), illegal parking (including an over-concentration of establishments where the primary purpose is the consumption of alcohol) by large numbers of patrons in the 1200 and 1300 Blocks of H Street, N.E.
- ❖ In addition, the parking on residential streets has become a worry for fellow residents arriving home anytime after 4pm on any day and weekends become a parking nightmare for residents returning home from their activities.
- ❖ Whereas, this Cooperative Agreement is meant to be a document designed to provide clear understanding to the licensed establishment, resident, police or government agency as to how all concerned wish for the laws on public safety and public health to be managed in relation to the consumer who will use the services of the establishment;

Now, Therefore, in consideration of the mutual covenants and conditions set forth below the Parties agree as follows:

Made this 7 day of August, 2009, by and between Mark Menard, Colin Laverty and Michael Schuster; applicant of The Star and The Shamrock, Inc. and Cherie Mitchell, Lisa Greene, Eddie Curry, Luria Thompson and Robert Pittman hereby agree that:

- 1 The Irish H Street, LLC (hereinafter "The Star and The Shamrock") agrees to maintain the exterior areas adjacent to the restaurant including keeping the sidewalk, curbs¹, 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.) The establishment agrees to remove any visible debris from in front of the establishment at closing.
- 2 The Star and The Shamrock agrees to provide the names of the bar managers for the establishment and the names of those licensed as food handlers, upon request of the Protestants.
- 3 The Star and The Shamrock agrees that should the bar manager and licensed food handlers change, that the establishment will provide the Protestants with the names of the replacements via email, U.S. Mail or on a form presented to the establishment within 30 business days upon written request by the Protestants.

¹ Licensee agrees that cigarette buds and small debris will be cleaned up periodically (every 3 hours) through the course of the hours of operation and at closing or shortly thereafter.

DISTRICT OF COLUMBIA
 ALCOHOLIC BEVERAGE
 REGULATION ADMINISTRATION
 REC'D BY CM
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The Star and The Shamrock, Inc. Cooperative Agreement

- 4 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.
- 5 The licensee agrees to refuse to serve alcoholic beverages to patrons, who upon request, refuse to produce or can't produce a valid identification document to verify proof of age. Title 25, D.C. Code Enactment and Related Amendments Act of 2001 (25-101(53)), defines a valid identification document as an official identification issued by an agency of government (local, state, federal or foreign) containing, at a minimum, the name, date of birth, signature, and photograph of the bearer.
- 6 The Protestants do not believe that sound proofing of the walls beyond what the licensee thinks is appropriate is necessary². The licensee 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 beyond³ the premises (beyond is reasonably applied in this agreement).
 - 6.1 The licensee agrees that if windows and/or doors are used for ventilation purposes, the licensee will recognize that the windows and doors shall be closed by 10:00p.m⁴. on any given night to prevent disturbing the neighbors. If it's a Sunday Brunch (Saturday) the licensee will ensure that windows that are open don't cause sound to spill out.
- 7 The licensee agrees not to engage in competitive activity⁵ through music or sound to attract patrons.
- 8 The licensee agrees that laser light shows, strobes and A-Frame signs to attract crowds will be prohibited.
- 9 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 however understood by The Star and The Shamrock management team that the proprietor is legally responsible for any trash, debris, garbage and/or other unattended items left on or near the area, eighteen inches out from the curb or in the alley.

² The site of the proposed establishment has been completely renovated and there are no abutting residences, so the initial output of sound should not present a problem.

³ "Beyond" is reasonably applied here, as it is the Protestants view that given the location in a commercial site, with recorded music or live bands should not be heard standing in the middle of H Street on the yellow line or should sound be heard in the H Street alley or Linden Court.

⁴ This provision shall not conflict with clause 6.1 and it's clearly understood that there may be times when it may be appropriate to open the doors in the afternoon and or evening for whatever reason. In good faith it is the thought of the Protestants that at 10:00pm any opened window or door would be closed under any reasonable and normal daily operation.

⁵ "Competitive activity" means using music, sound devices or other such methods to attract patrons on the street.

The Star and The Shamrock, Inc. Cooperative Agreement

- 10 The request for a “sidewalk café,” is included in the application for a CT license; the level of sound which will become noise is of concern. Noise will result from public chatter and/or background music. The licensee agrees to exercise due care to ensure such noise, especially from music, remains unobtrusive. Sound absorption materials and plants should be considered when erecting a sidewalk café however the Protestants will not insist on this unless there are a number of complaints from residents.
- 11 Sound from inside the establishment should not be audible from the center line of H Street, nor should sound be audible from the rear of the establishment in the H Street alley or Linden Court.
- 12 The Applicant agrees to be cognizant of lighting and its effect beyond the premises, including its impact on residents immediately behind the establishment and the impact of signage along the corridor.
- 13 The licensee agrees to maintain a professional façade, with professionally made and installed signage. The licensee agrees to ensure that signage does not detract from residential property values. Signage will be consistent with appropriate neighborhood standards and will not be gaudy or outrageous in design.
- 14 The licensee agrees to maintain proper sanitation conditions both outside and on the premise.
 - 14.1 The licensee agrees to ensure that restrooms stay clean and sanitized at all times.
 - 14.2 The licensee agrees that the kitchen or food preparation area is always clean and sanitized. Holding areas for food shall observe the time and temperature rule.
 - 14.3 The licensee agrees that all boxes are collapsed and secured in dumpster with lid always closed. Further, the licensee will make sure that it sanitizes trash to minimize the attraction of rodents and insects. The licensee agrees that all crates and other stackable items are handled appropriately and are never stacked in the alleys.
 - 14.4 The licensee agrees to maintain contracts with licensed contractors for both for refuse and grease removal.
 - 14.5 The licensee agrees that the emptying of glass and beer bottles or anything else that makes loud noises will not occur after 12 midnight.
- 15 The licensee agrees that parking and congestion are serious issues that residents face as a result of 20 (twenty) establishments that attract crowds. The licensee has agreed to help the Protestants tackle the issue that affects both sides of H Street.
 - 15.1 The licensee agrees that the staging for entertainers shall be done in a manner that does not impede traffic or block public space for lengthy periods⁶ of time.
 - 15.2 The licensee agrees to identify parking for entertainers and staff. Protestants and neighbors are willing to assist in this effort.
 - 15.3 The licensee agrees to control delivery truck traffic and ensure where possible that alleyways and streets are not blocked.

⁶ The Protestants believe that parking large vans or tour buses on H Street and restricting the view of the establishment can cause security and safety concerns. The licensee will seek aid from the Protestants and the community should issues arise that the Licensee may not be able to resolve alone.

The Star and The Shamrock, Inc. Cooperative Agreement

- 15.4 The licensee agrees to ensure that participation of any valet service can identify where cars will be parked and will have a list of cars including tag numbers and locations of where the cars are being parked, which shall be available to Protestants on demand. In addition those cars shall not be parked on the following streets:

600-800 Block of 13 th Street, N.E.
600-800 Block of 12 th Street, N.E.
1200 Blocks of G Street, Wylie Street, N.E.
1200 Block of Linden Place and 1300 Block of Linden Court, N.E.

- 15.5 The licensee agrees that any transportation method used that involves buses will ensure that buses do not idle their engines on H Street or surrounding residential streets.
- 15.6 The licensee will use whatever reasonable means to ensure that motorist idling their vehicles in front of establishment is asked to reduce blaring music from cars.
- 15.7 The licensee will discourage double parking and parking on sidewalks and private property.
- 15.8 The licensee agrees that in the event there is a crowd in front of the establishment, they will not congregate or block the sidewalks, public streets or alleyways. The licensee agrees to take reasonable steps to remind patrons of the proper decorum.
- 15.9 The licensee agrees to encourage staff and patrons to be respectful of the residential neighborhoods. To the extent possible, the licensee will post a sign directed at patrons about parking and the need to lower voices when coming into the residential communities.
- 15.10 The licensee agrees to explore with the Protestants and other establishments, internet tools that can be used to change parking and other behaviors via browsing and surfing the web, to include the use of tweets.

- 16 The licensee agrees to cease the sell of alcohol at:

Day	Last Call
Sunday	1:45AM
Monday-Thursday	1:45AM
Friday-Saturday	2:45AM
Extended Hours Holiday	Extra Hours as allowed by ABRA
Christmas Eve	15 minutes before close
New Years Eve	3:50AM

- 17 The licensee agrees that live entertainment will cease at:

Sunday - Thursday	1:30AM
Friday - Saturday	2:45AM
Holiday Schedule-Extended Hours	Until 30 minutes before closing
New Year's Eve	4:00AM

The Star and The Shamrock, Inc. Cooperative Agreement

18 The licensee agrees to correct the following errors on the Business and Premise form:

Closest school listed incorrect	Agree that its Miner ES
Closest library listed incorrect	Agree that its R.L. Christian Library
Closest Day Care incorrect	Agree that it's....
Closest Recreation Center incorrect	Agree that its Sherwood Recreation Center

19 The licensee agrees to pursue reasonable efforts, both directly and through communications with the Metropolitan Police Department (1st District) to discourage individuals from congregating or loitering outside of and in areas adjacent to the establishment. The Star and The Shamrock agrees to maintain a log of calls placed to MPD and Emergency Medical Services (EMS), which shall be open to review by the Protestants, public safety and regulatory officials.

20 It is agreed that should complaints arise from community members concerning noise or other issues, the licensee shall immediately meet with the Protestants to develop methods to reduce and/or eliminate sounds that have become noise and address any outstanding problems (meetings may take place via the internet or teleconference and is not limited to a person-to-person contact).

21 The Parties agree to maintain open dialogue to address mutual concerns and provide constructive remedial actions whenever necessary. If any of the Parties believes in good faith that any signatory has failed to comply with any provision of this Cooperative Agreement, that Party shall notify the other in writing of the concern. Both Parties shall make every effort to resolve any outstanding issues before filing a complaint with the ABC Board.

22 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 are personally impacted by the presence of an establishment that serves alcohol and as such pledge to implement the terms of this Cooperative Agreement.

The Star and The Shamrock, Inc. Cooperative Agreement

All Parties have read and mutually agree to the provisions of this document now affix their seal and; Therefore the Protestants withdraw its protest of Irish H, L.L.C. Application for a Class CT license.

This Cooperative Agreement shall be executed in 3 (Three) counterparts, each of which shall constitute an original.

Parties to this action are:


Mark Menard, Managing Partner
Irish H Street, LLC

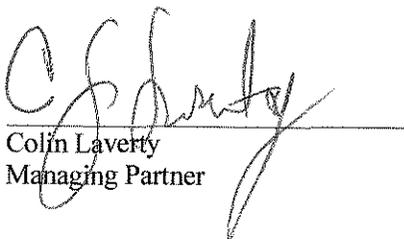

Luria Thompson
Protestant

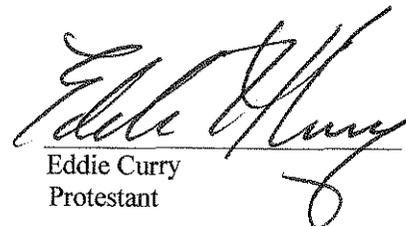

Lisa Greene
Protestant


Michael Schuster
Managing Partner


Robert Pittman
Protestant


Cherie Mitchell
Protestant


Colin Laverly
Managing Partner


Eddie Curry
Protestant