

In the Matter of:	)	
	)	
MSWM, Inc.	)	
t/a Tiffany's Bar and Bistro	)	
	)	
Holder of a	)	License No.: ABRA-129463
Retailer's Class CR License	)	Order No.: 2025-850
	)	
at premises	)	
709 H Street, NE	)	
Washington, D.C. 20002	)	
	)	

Roberta Shapiro, Commissioner, Advisory Neighborhood Commission (ANC) 6A

ORDER ON SETTLEMENT AGREEMENT

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Commissioner Roberta Shapiro, on behalf of ANC 6A, are signatories to the Agreement.

Accordingly, it is this 6th day of August 2025, **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 modification:

Subsection 2.2.5 (Public Safety) – this Subsection shall be modified to read as follows: “The establishment shall maintain a security plan on file with the Board.”

The parties have agreed to this modification.

2. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage and Cannabis Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: ac43cb06c09d5f094b730003d1dccc8

Donovan Anderson, Chairperson



Silas Grant, Jr., Member

Teri Janine Quinn

Teri Janine Quinn, Member



Ryan Jones, Member



David Meadows, Member

Pursuant to D.C. Official Code § 25-433(d)(1) (applicable to alcohol matters) or 22-C DCMR § 9720 (applicable to medical cannabis matters), 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 and Cannabis Administration, 899 North Capitol Street NE, Suite 4200 B (Alcohol Division), Suite 4200 A (Medical Cannabis Division), Washington, DC 20002.

Any party adversely affected may file a Motion for Reconsideration of this decision within ten days of service of this Order with the Alcoholic Beverage and Cannabis Administration, 899 North Capitol Street, N.E., Suite 4200-A, Washington, D.C. 20002. Also, pursuant to § 11 of the *District of Columbia Administrative Procedure Act*, Pub. L. 90-614, 82 Stat. 1209, D.C. Code § 2-510 (2001), and Rule 15 of the District of Columbia Court of Appeals, a party that is adversely affected may have the right to appeal this Order by filing a petition for review, within 30 days of the date of service of this Order, with the District of Columbia Court of Appeals, located at 430 E Street, N.W., Washington, D.C. 20001. Parties are advised that the timely filing of a Motion

for Reconsideration 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). Parties are further advised that the failure to present all matters of record that have allegedly been erroneously decided in a motion for reconsideration may result in the waiver of those matters being considered by the Board. The Board also reserves the right to summarily deny or not consider multiple and repetitive motions.

Parties are also advised that the Superior Court of the District of Columbia may have jurisdiction to hear appeals in non-contested cases or in matters where that court is specifically provided jurisdiction by law. Finally, advisory neighborhood commissions (ANCs) are advised that their right to appeal or challenge a decision of the Board may be limited by the laws governing ANCs. *See e.g.*, D.C. Code § 1-309.10(g).



Made this 18th day of July 2025
by and between

Tiffany's Bar and Bistro MSWM, Inc. ABRA #-129463
709 H Street NE, Washington, DC 20002

and Advisory Neighborhood Commission 6A

Witnessed

Through this Settlement Agreement, both parties aim to create an environment whereby the applicant may operate as a viable contributing business to the Near Northeast community, while curtailing any adverse effects the business could have on the surrounding neighborhood. The Applicant is encouraged to work regularly with the ANC, neighborhood associations, and residents to ensure the business operations do not adversely affect the surrounding neighborhood. All parties believe the statements and provisions contained in this agreement are reasonable and must become integrated into the day-to-day operations of the establishment.

The Applicant's premises is within the boundaries of ANC 6A. The parties desire to enter into an agreement regarding the issuance, renewal, or modification of a Retailer's Class "A" or Class "B" Liquor License, including any special endorsements. The parties wish to state their mutual commitment to neighborhood peace, safety, and equity. Both parties recognize the importance of commercial districts and limited commercial operations within residential districts and of adjacent neighborhoods that are safe, clean, and pedestrian-friendly.

The Parties Agree As Follows:

1. **As Required by District of Columbia Law:** Listed for informational purposes only:
 - 1.1. **Public Space:** Applicant shall not allow parking on sidewalks or in RPP or other restricted zones and not locate trash bins, chairs, tables, or other items on public space without a public space permit.
 - 1.2. **Alcohol and Other Controlled Substances:** Applicant shall comply with all laws related to production, sales, distribution, and use of alcohol and other controlled substances.
 - 1.3. **Written Notification (24 Hours):** As required by Section 5604.4 of the District of Columbia Municipal Regulations, the establishment will provide to the ABCA and Law Enforcement Written Notice, within 24 hours of discovery of evidence of the following 'triggering events:' (1) any alarm activation; (2) any other event which requires public safety response; (3) any breach of security; (4) the failure of the security alarm system due to loss of electrical support or mechanical support; (5) fire; (6) any incident involving hazardous material; and (7) any incident that requires an emergency response.
 - 1.4. **Noise:** Applicant shall comply with DC Code § 25-725: Noise from licensed premises, including that the Applicant "shall not produce any sound, noise, or music of such intensity that it may be heard in any premises other than the licensed establishment".

Applicant acknowledges that an ABRA approved entertainment endorsement to establishment's license shall be required for any live performances including for example music, trivia contests, poetry readings, etc.

2. As Required by ANC 6A:

2.1. Noise and Odor Mitigation: Applicant shall:

- 2.1.1. Ensure that smoke or smells are not of such intensity that it is detectable in any premises other than the licensed establishment.
- 2.1.2. Monitor outdoors areas to ensure guests do not raise their voices above normal speaking tones, and enclose the entire perimeter of a summer garden and/or sidewalk cafe with a fence or other barrier. Prerecorded music, only, may be played in the summer garden subject to the time restrictions specified in 2.1.3 below, and subject to the restriction that sound not be audible in adjoining residences or establishments.
- 2.1.3. As specified in the ABCA License, close sidewalk cafes and/or summer gardens by no later than 9:30 pm Sunday through Thursday evenings and by 11:00pm on Friday and Saturday evenings. Sale and consumption of alcoholic beverages must end at that time and the patio must be cleared of all patrons and staff.

2.2. Public Safety: Applicant shall:

- 2.2.1. Make every reasonable effort to prohibit and prevent crime and patron rowdiness, including refusing admission/service to rowdy and/or unruly persons.
- 2.2.2. Call appropriate emergency services if Applicant observes illegal or dangerous activity or situations.
- 2.2.3. Keep a written record of dates and times (a "call log") when the Applicant calls emergency services for assistance.
- 2.2.4. Maintain a detailed incident log. An incident is defined as any activity by patrons of the establishment that lead to acts of violence or damage to property. Each incident will contain the date, time, and location of each incident with a concise summary. Guests and staff involved or witnesses of the incident will be identified and listed. If there is a medical or police response, that information will also be noted.
- 2.2.5. Maintain and make available to the ANC, upon request, a comprehensive security plan.

2.3. Sanitation: Applicant shall:

- 2.3.1. Maintain public space (minimally the front sidewalk up to and including the gutter in front of the subject premises, and the alleyway behind or on the side of the subject premises) adjacent to the establishment in a clean and litter-free condition.
- 2.3.2. Pick up trash and recycling a minimum of twice daily, once before business hours and after closing.
- 2.3.3. Maintain regular trash, garbage, and recycling removal service; regularly remove trash and recycling from the trash and dumpster area; and see that the trash and dumpster area remain clean.
- 2.3.4. Follow all current recommendations by DC Health "Using Dumpsters to Prevent Rodent Problems".¹

2.4. Other:

- 2.4.1. Applicant shall make best efforts to prevent illegal public consumption of alcohol and cannabis adjacent to the licensed premises.

2.4.2. Applicant is encouraged to attend or send a representative, from time to time, to ANC 6A public meetings posted on anc6a.org

3. As Required to Modify or Enforce this Settlement Agreement: Applicant and ANC agree:

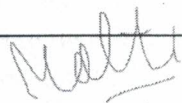
- 3.1.1. To retain a copy of this Settlement Agreement in the establishment and on the ANC website and have it available for review upon request.
- 3.1.2. That if any provision of this agreement or any portion thereof is held to be invalid or unenforceable, the remainder of the agreement shall nonetheless remain in full force and effect.
- 3.1.3. To respond within 10 days to any party that believes in good faith that the Applicant or ANC is in violation of this agreement and provides a written notice specifying the alleged violation to the applicant. In cases where the defaulting Party reasonably requires more than 10 days to come into compliance, the defaulting Party shall, within 10 days, make substantial efforts toward compliance and pursue those efforts until the default is corrected.
- 3.1.4. That if the applicant should breach the conditions of this agreement and fail to come into compliance or make substantial efforts toward compliance, ANC 6A and/or its committees, or others may immediately petition the Alcoholic Beverage and Cannabis Administration (ABCA) to investigate violations of this agreement and take appropriate actions per 23 D.C.M.R.
- 3.1.5. This agreement is binding on the applicant and its successors and that it will continue in force for any and all subsequent license holders at this location.
- 3.1.6. Modifications of this agreement are permissible by mutual agreement of the parties in writing and subsequent approval of the modification by the ABC Board pursuant to DC Code § 25-446. Settlement agreements; approval process; penalties for violations.

1. Using Dumpsters to Prevent Rodent Problems (accessed via DC Health website on July 21, 2024) Mice, rats, gulls, pigeons, and other animal pests can find food, water, and shelter in and around Dumpsters. Follow these tips to prevent rodent problems near Dumpsters.

- Use Dumpsters with tight-fitting lids. Keep lids and doors closed at all times. This prevents trash from overflowing onto the ground, wind from blowing trash out, and rodents from jumping inside. Dumpsters with lightweight plastic lids or sliding doors are easier for children and seniors to use.
- Rats can jump three feet vertically and four feet horizontally! Mice can run up concrete walls. Consider these facts and place Dumpsters away from walls and fences. Place them on pavement rather than soil, because rats like to burrow in soil and underneath large objects.
- Choose the right type and size of Dumpster for your needs, and don't allow trash to overflow.
- Dumpsters sometimes rust along their bottom edges, resulting in holes and access for rodents. Insist that your waste disposal company provide a Dumpster made of sound metal or heavy-duty plastic, and free of openings ¼-inch or larger.
- Rodents can enter Dumpsters through the 1¼-inch or 1½-inch drain sometimes present in the rear wall or side. Ask your waste disposal company to put a drain plug in the Dumpster. If drain threads are damaged, a rubber plug can be installed. Supermarkets sell inexpensive copper scrubbers that can be used as temporary barriers in drain holes.
- Clean under and around dumpsters daily if necessary, and sweep up any spilled debris after collection. Trash tends to accumulate especially under and around compactors. Ask your waste disposal company for a dumpster or compactor that will minimize spillage.
- Clean Dumpsters and storage areas with a hose. Make sure the water flows into a drain so there are no puddles left, since rats need water.
- Use a chain and lock on the Dumpster lid if necessary to prevent scavenging and unauthorized use. Keep chains and cables from touching the ground, since rats can climb them.

This is an agreement between Tiffany's Bar and Bistro MSWM, Inc. ABRA #-129463 and ANC 6A.

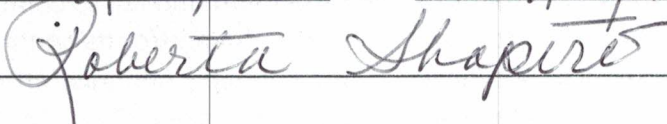
Applicant:

By: Malti Chaudhari  Date: 07/18/2025

Signature: _____

ANC 6A Representative:

By: Roberta Shapiro, Treasurer Date: 7/22/2025

Signature:  _____