

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

In the Matter of:

NOMA Hotel XXXVII Owner, LLC
t/a Washington Marriott Capitol Hill/Noma/Yara

Applicant for a New
Retailer's Class CH License

at premises
1005 1st Street, NE
Washington, D.C. 20002

License No.: ABRA-121372
Order No.: 2022-315

NOMA Hotel XXXVII Owner, LLC, t/a Washington Marriott Capitol Hill/Noma/Yara,
Applicant

Stephen O'Neal, on behalf of Advisory Neighborhood Commission (ANC) 6C ABL Committee

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Bobby Cato, Member
Rafi Crockett, Member
Jeni Hansen, Member
Edward S. Grandis, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that NOMA Hotel XXXVII Owner, LLC, t/a Washington Marriott Capitol Hill/Noma/Yara (Applicant), Applicant for a new Retailer's Class CH License, and ANC 6C have entered into a Settlement Agreement (Agreement), dated June 15, 2022, that governs the operations 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 Stephen O'Neal, on behalf of ANC 6C, are signatories to the Agreement.

Accordingly, it is this 13th day of July 2022, **ORDERED** that:

1. 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; and
2. Copies of this Order shall be sent to the Applicant and ANC 6C.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeandocsDocu.com
Donovan Anderson
Key: 8c4385d3d45594473209d4c1c0ff

Donovan Anderson, Chairperson

eSigned via SeandocsDocu.com
James Short
Key: 5474e37892c9e5c081b33282848e

James Short, Member

eSigned via SeandocsDocu.com
Bobby Cato
Key: 256930ca80e1458746784d87817820d

Bobby Cato, Member

eSigned via SeandocsDocu.com
Rafi Aliya Crockett, Member
Key: b5004b1845e1894016155e5c12891e2

Rafi Crockett, Member

eSigned via SeandocsDocu.com
Jeni Hansen, Member
Key: 82172931e2504d74b115509c2a41815

Jeni Hansen, Member

eSigned via SeandocsDocu.com
Edward Grandis, Member
Key: 5f227bda7890040ec14adeb52541ce5

Edward S. Grandis, 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 II 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).

**ANC 6C SETTLEMENT AGREEMENT FOR
NOMA HOTEL XXXVII OWNER LLC t/a
WASHINGTON MARRIOTT CAPITOL HILL/NOMA/YARA
AT 1005 FIRST ST., NE - RETAILER'S CLASS C HOTEL ABC LICENSE**

THIS AGREEMENT is made and entered into as of this 15th day of June 2022 by and between Noma Hotel XXXVII Owner LLC, operating under the trade name "Washington Marriott Capitol Hill/Noma/Yara" (hereinafter the "Applicant"), and Advisory Neighborhood Commission 6C, (hereinafter "ANC") (collectively, the "parties").

WHEREAS, Applicant having filed an application with the District of Columbia Alcoholic Beverage Control Board (hereinafter "ABC Board") for its Retailer's Class Hotel ABC license, ABRA-121372, ("the License") with Sidewalk Cafe, Summer Garden, Entertainment, and Alcoholic Beverages Carry-Out and Delivery Endorsements for a hotel located at 1005 First Street, NE Washington, D.C. (the "Premises");

WHEREAS, in recognition of the ABC Board's policy of encouraging parties to a protested proceeding to settle their differences by negotiating agreements, the parties hereto being desirous of entering into an agreement whereby, subject to approval of the ABC Board, Applicant will agree to adopt certain measures to address the ANC's concerns and to include this Agreement as a formal condition of its application, and ANC will agree to the issuance of the License provided that such an agreement is incorporated into the ABC Board's order issuing the license, which license is conditioned upon compliance with this Agreement and withdraw their Protest.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings memorialized herein, the parties agree as follows:

1. **Recitals.** The recitals above are incorporated herein by reference.
2. **Nature of the Business.** Applicant will operate as a bona fide Class C Hotel (as such term is defined in ABC statutes and regulations). Applicant will not participate in any "pub crawl" promotions or activities.
3. **Hours.**
 - a. **Operations:**
 - i. Applicant's Hours of Operation for the interior Premises shall be: 24 hours daily;
 - ii. Applicant's Hours of Operation for the Sidewalk Cafe and 2nd floor Summer Gardens shall be: 8:00am - 1:00am daily; and
 - iii. Applicant's Hours of Operation for the rooftop Summer Garden shall be: Sunday through Thursday, 8:00am - 2:00am; and Friday & Saturday, 8:00am - 3:00am.
 - b. **Sales, Service & Consumption of Alcoholic Beverages:**
 - i. Applicant's Interior Hours of Sales, Service & Consumption of Alcoholic Beverages shall be Sunday through Thursday, 8:00am - 2:00am; and Friday & Saturday, 8:00am - 3:00am.

- ii. Applicant's Sidewalk Cafe, and 2nd floor Summer Garden Hours of Sales, Service & Consumption of Alcoholic Beverages shall be: 8:00am - 1:00am daily; and
 - iii. Applicant's Hours of Sales, Service & Consumption of Alcoholic Beverages on the rooftop Summer Garden shall be:
 - Sunday through Thursday, 8:00am - 2:00am; and
 - Friday & Saturday, 8:00am - 3:00am.
 - c. Provided that: (a) in the event the Council of the District of Columbia or the ABC Board grants licensees in general extended hours, Applicant may avail itself of such extended hours; and (b) on January 1, Applicant may operate and sell, service, and permit the consumption of alcoholic beverages until 4:00am.
4. **Deliveries.** Applicant shall make commercially reasonable efforts to require its vendors to make all deliveries of food, beverages, and supplies between the hours of 6:00am and 7:00pm daily.
5. **Public Space and Trash.** Applicant will make commercially reasonable efforts to maintain the public space adjacent to and in front of the Premises in a clean and orderly manner. Applicant shall regularly inspect and clean the public space adjacent to and in front of the Premises as necessary. Applicant shall not dispose of trash or recyclables outside of the building between 11:30pm and 9:00am.
6. **Noise Suppression.** Applicant shall always be in compliance with the D.C. Noise Control Act and DC Code § 25-725.
7. **Refrain from Filing Protest:** ANC agrees to the issuance of the License and ANC shall refrain from filing a protest against the License application upon execution of this Agreement, provided that this Settlement Agreement is incorporated into the Board's order issuing, amending or renewing the License, which order is thereby conditioned upon compliance with such Settlement Agreement.
8. **Right to Seek Redress:** The parties agree that Applicant will be given written notice of any alleged violation of this Agreement and will be afforded ten (10) days in which to investigate and respond to any complaint. The parties agree that if any complaint of violation of this Agreement is not so resolved—or, with respect to a breach which reasonably requires more than ten (10) days to cure, efforts to cure the breach have not been commenced—then any failure of the Applicant to adhere to the foregoing commitments will constitute a breach of this agreement and grounds for the Protestant to file a complaint pursuant to D.C. Code § 25-446(e) in order to enforce the provisions of the Agreement.

[signatures on the following page]

IN WITNESS WHEREOF, the Parties have affixed hereto their hands and seals.

Applicant:

Noma Hotel XXXVII Owner LLC

By: Noma Hotel XXXVII Mezz LLC, Sole Member

By: Noma Hotel XXXVII JV LLC, Sole Member

By: _____
David B. Pollin, Co-Manager

Date: 6.16.22

ANC:

ADVISORY NEIGHBORHOOD COMMISSION 6C

By: **STEPHEN O'NEAL** Digitally signed by STEPHEN O'NEAL
Date: 2022.06.15 14:13:11 -04'00'_____
Stephen O'Neal, ANC 6C ABL Committee Chair

Date: _____