

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

In the Matter of:)
)
NOMA Hotel XXXVII Owner, LLC)
t/a Washington Marriott Capitol Hill/Noma)
)
Applicant for a New)
Retailer’s Class B License)
)
at premises)
1005 1st Street, NE)
Washington, D.C. 20002)
)

License No.: ABRA-121373
Order No.: 2022-314

NOMA Hotel XXXVII Owner, LLC, t/a Washington Marriott Capitol Hill/Noma, 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 (Applicant), Applicant for a new Retailer’s Class B License, and ANC 6C have entered into a Settlement Agreement (Agreement), dated June 8, 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 SeamlessDocs.com
Donovan Anderson
Key: a7d18d40d-0079-d7200881d-cc98

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 541ae37202cde5c9f811020a62d46e

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 255d30ca18be1461746178d1917d228

Bobby Cato, Member

eSigned via SeamlessDocs.com
Rafi Aliya Crockett, Member
Key: b500e61b4e1d8e4016155e5e1281cc

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 82172831f0509447491b55f6c2a418f5

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5527bda71d80940ec14edeb52541ce5

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
AT 1005 FIRST ST., NE - RETAILER'S CLASS 25%B ABC LICENSE**

THIS AGREEMENT is made and entered into as of this 8th day of June 2022 by and between Noma Hotel XXXVII Owner LLC, operating under the trade name "Washington Marriott Capitol Hill/Noma" (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 "B" 25 Percent license, ABRA-121373, ("the License") for premises within its licensed 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. **Nature of Business:** Applicant will manage and operate a retail hotel market business which sells beer and wine for off-premises consumption. Applicant will operate at all times as a bona-fide Retailer's Class "B" 25 Percent (as such term is defined in ABC statutes and regulations).
2. **Hours:** Applicant's operating hours shall be 12:00 a.m. to 12:00 a.m. daily (24 hours). Applicant's hour of sales of alcoholic beverages inside the premises shall not exceed 8:00 a.m. to 1:00 a.m. daily.
3. **Noise Suppression:** Applicant shall always be in compliance with the D.C. Noise Control Act and DC Code § 25-725.
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 6:00 a.m. and 7:00 p.m.
5. **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.
6. **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 14:14:50 -04'00'
Stephen O'Neal, ANC 6C ABL Committee Chair

Date: _____