

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

**In the Matter of:**

Menomale Noma, LLC  
t/a Menomale

Applicant for a New  
Retailer's Class CR License

at premises  
35 N Street, NE  
Washington, D.C. 20002

Case No.: 20-PRO-00001  
License No.: ABRA-112153  
Order No.: 2020-110

Menomale Noma, LLC, t/a Menomale, Applicant

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

**BEFORE:** Donovan Anderson, Chairperson  
James Short, Member  
Bobby Cato, Member  
Rema Wahabzadah, Member  
Rafi Crockett, Member  
Jeni Hansen, Member

**ORDER ON SETTLEMENT AGREEMENT AND  
WITHDRAWAL OF ANC 6C'S PROTEST**

The Application filed by Menomale Noma, LLC, t/a Menomale (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 January 21, 2020, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 6C entered into a Settlement Agreement (Agreement), dated January 31, 2020, 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 and Stephen O’Neal, on behalf of ANC 6C, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 6C.

Accordingly, it is this 19th day of February, 2020, **ORDERED** that:


1. The Application filed by Menomale Noma, LLC, t/a Menomale, for a new Retailer’s Class CR License, located at 35 N Street, NE, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 6C in this matter is hereby **WITHDRAWN**;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 modification:

Section 2 (Hours of Inside Operation and Service) – The language “shall not” shall be replaced with the language “shall not exceed.”

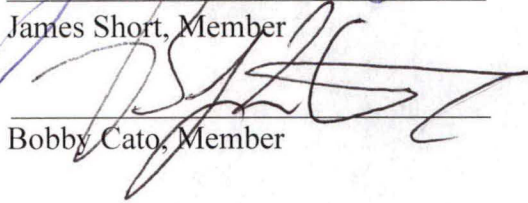
The parties have agreed to this modification.

4. Copies of this Order shall be sent to the Applicant and ANC 6C.

District of Columbia  
Alcoholic Beverage Control Board

  
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Donovan Anderson, Chairperson

  
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James Short, Member

  
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Bobby Cato, Member

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Rema Wahabzadah, Member

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Rafi Aliya Crockett, Member

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Jeni Hanson, 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, Reeves Center, 2000 14th Street, NW, 400S, Washington, D.C. 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 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).

## SETTLEMENT AGREEMENT

This agreement is made and entered into this 31st day of January, 2020 by and between Menomale Noma, LLC d/b/a Menomale (“Applicant”) and Advisory Neighborhood Commission 6C (“Protestant”).

**WHEREAS** Applicant has filed an application with the District of Columbia Alcoholic Beverage Control Board (“ABC Board”) for a new class C license (“License”) for premises at 35 N Street NE, Washington, DC, and

**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 Protestant’s concerns and Protestant will agree to the issuance of the License and withdraw its Protest,

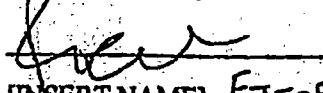
**NOW, THEREFORE**, in consideration of the mutual covenants and undertakings memorialized herein, the parties agree as follows:

- 1. Nature of Business:** Applicant will operate at all times as a *bona fide* Class C Restaurant licensee under District law. Food service will be available until closing. Applicant will not make its premises available to non-employee promoters for presentation of advertised parties or events intended to generate profit for such promoters. Applicant will not participate in any pub-crawl promotions.
- 2. Hours of Inside Operation and Service:** The hours of operation inside the premises shall not exceed 9:00 a.m. to 11:00 p.m. The hours of alcoholic beverage sales, service, and consumption inside the premises shall not 9:00 a.m. to 11:00 p.m.
- 4. Sidewalk cafe:** The applicant shall not operate a sidewalk café unless it files an application for approval of a substantial change with the ABC Board.
- 5. Deliveries:** To maintain the peace, order, and quiet of the surrounding neighborhood, Applicant shall receive all deliveries (whether of food, beverages, or other materials and supplies) between 9am and 5pm Monday through Saturday. At no time shall any vehicle making any delivery to (or pick-up from) the Applicant park or stand in or upon, or otherwise obstruct, any traffic lane, crosswalk, sidewalk, bicycle lane, or alley.
- 6. Noise Suppression:** The Applicant’s operation shall at all times comply with the D.C. Noise Control Act and D.C. Official Code § 25-725. Applicant acknowledges that noise is a critical issue for the neighborhood.
  - a. Applicant shall encourage employees and patrons to be considerate of residents in the neighborhood by keeping voices and other noises at a level that will not disturb the peace, order, quiet, and tranquility of residents in the enjoyment of their homes.

- b. Applicant will not dispose of glass bottles in outdoor trash or recycling receptacles after 10:00 p.m.
- c. Applicant shall not host live music events (with the exception of unamplified music), dancing, or DJs, nor shall the applicant charge a cover for any events.
7. **Removal of Grease and Oils:** Applicant will provide for the proper removal and recycling of grease and oils and will not deposit these substances in dumpsters, trash cans, street gutters, or catch basins.
8. **Waste Pick-Up and Removal:** Applicant will maintain regular trash, recycling, and grease removal service only during the hours 9am and 5pm Monday through Saturday.
9. **Sanitation and Pest Control:** The Applicant shall keep trash, recycling, and grease container lids tightly closed and incapable of being entered by rodents, to limit odors and help control the pest (insect) and rodent population. Applicant will contract for regular rodent and pest abatement.
10. **Maintenance of Property:** Applicant will clear snow from the sidewalk adjacent to the premises, within three (3) daylight hours after snowfall ends.
11. **Withdrawal of Protest:** Protestant agrees to the issuance of the license and the withdrawal of its protest upon execution of this Agreement, if this settlement agreement is incorporated into all ABC Board orders issuing, amending, or renewing the license, which order is thereby conditioned upon compliance with this agreement.
12. **Right to Seek Redress:** The parties agree that 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 with the ABC Board pursuant to D.C. Official Code § 25-446(e) to enforce the provisions of the agreement.

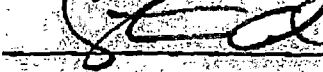
IN WITNESS WHEREOF, the parties place their signatures to this agreement, this 31st day of January, 2020.

Menomale Noma, LLC



[INSERT NAME] ETTORÉ RUSCIANO

Advisory Neighborhood Commission 6C



Stephen O'Neal  
(as designated ANC 6C representative)