

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE AND CANNABIS BOARD**

In the Matter of:)
)
Maahk Meetings Tenant, LLC)
t/a Manifest)
)
Applicant for a New)
Retailer’s Class CT License)
)
at premises)
1242 3rd Street, NE)
Washington, D.C. 20002)
)

Case No.: 24-PRO-00045
License No.: ABRA-128137
Order No.: 2024-443

Maahk Meetings Tenant, LLC, t/a Manifest, Applicant

Andrew Kline, Counsel, on behalf of the Applicant

Tony Goodman, Commissioner, Advisory Neighborhood Commission (ANC) 6C, Protestant

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Silas Grant, Jr., Member

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

The Application filed by Maahk Meetings Tenant, LLC, t/a Manifest (Applicant), for a New Retailer’s Class CT License, was protested by ANC 6C.

The official records of the Board reflect that the Applicant and ANC 6C entered into a Settlement Agreement (Agreement), dated May 31, 2024, 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 Commissioner Tony Goodman, on behalf of ANC 6C, are signatories to the Agreement.

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

Accordingly, it is this 12th day of June 2024, **ORDERED** that:

1. The Application filed by Maahk Meetings Tenant, LLC, t/a Manifest, for a New Retailer's Class CT License, located at 1242 3rd 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 The Protest of ANC 6C in this matter is hereby **WITHDRAWN**;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; and
4. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage and Cannabis Board

eSigned via SeamlessDocx.com
Donovan Anderson
Key: ac432b99b59d5f0e4b730693d1dccc8

Donovan Anderson, Chairperson

eSigned via SeamlessDocx.com
James Short
Key: 5478e373f820de6ac8e1b332d22948e

James Short, Member



Silas Grant, Jr., 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, 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 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 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).

Initial Settlement Agreement for ANC 6C & Manifest

Prefatory language

This agreement is made and entered into this 31st day of May, 2024 by and between Maahk Meetings Tenant, LLC doing business as Manifest (“Applicant”) and Advisory Neighborhood Commission 6C (“Protestant”).

WHEREAS Applicant has filed an application with the District of Columbia Alcoholic Beverage and Cannabis Board (“ABC Board”) for a new Retailer’s Class “C” Tavern license for premises 1342 3rd 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:

Body of agreement

- 1. Nature of Business:** Applicant will operate at all times in accordance with all licenses, permits, and endorsements issued by the Board. 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. These restrictions on promoters and promotions will not preclude the Applicant from hosting wine or beer tastings sponsored by third-party vendors, so long as these tastings accompany, and do not replace, normal food and beverage service provided by the Applicant.
- 2. Hours of Inside Operation and Service:** The hours of operation inside the premises shall not exceed 7:00 AM-3:00 AM. The hours of alcoholic beverage sales, service, and consumption inside the premises shall be 7:00 AM-2:00 AM Sunday through Thursday and 7:00 AM-3:00 AM Friday and Saturday.
- 3. Sidewalk Café Operation and Service:** The sidewalk café hours of operation shall be 7:00 AM-10:00 PM Sunday through Saturday. The sidewalk café hours of alcoholic beverage sales, service, and consumption shall be 10:00 AM-10:00 PM Sunday through Saturday. At the end of the sidewalk café hours of operation, no patrons shall remain in the sidewalk café area, and the Applicant shall secure the tables and chairs so as to make

them unavailable for use by late-night passersby. After the sidewalk café closes, the Applicant shall promptly remove all litter and empty any outside waste receptacle(s) so that such materials do not remain in or near the sidewalk café area overnight. Applicant shall at all times comply with the provisions of 24 DCMR §§ 210 and 316 (concerning, among other matters, the requirement to keep the sides of the café open except in certain specified weather conditions).

4. **Summer Garden Operation and Service:** The summer garden hours of operation shall be 7:00 AM-12:00 AM Sunday through Saturday. The summer garden hours of alcoholic beverage sales, service, and consumption shall be 10:00 AM-12:00 AM Sunday through Saturday. At the end of the summer garden hours of operation, no patrons shall remain in the summer garden area and the Applicant shall secure the tables and chairs so as to make them unavailable for use by late-night passersby.
5. **Last Call:** For purposes of reducing late night noise in the neighborhood and to encourage an orderly and sober departure from the establishment, Applicant will make a Last Call announcement 30 minutes before the end of the permitted hours of service and consumption to inform patrons of their last opportunity to buy alcoholic beverages. Alcoholic beverages purchased prior to Last Call may be consumed until the end of the Licensee's hours of operation.
6. **Deliveries:** To maintain the peace, order, and quiet of the surrounding neighborhood, Applicant shall receive all deliveries through the loading dock accessed from M Street NE. At no time shall any vehicle making any delivery to (or pick-up from) the Applicant park or stand on 3rd Street nor shall any such vehicle park or stand in or upon, or otherwise obstruct, any crosswalk, sidewalk, bicycle lane, or alley.
7. **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 keep the exterior door(s) closed at all times after the end of the sidewalk café's operating hours, except when there is an emergency or when patrons and staff are entering or exiting the interior premises.
 - d. At no time shall Applicant install or operate loudspeakers (including but not limited to any television loudspeaker) in the sidewalk café or use any loudspeaker to project sound into the sidewalk café. Music may be played in the summer garden between 10:00 AM - 10:00 PM.
- 8. 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.
- 9. Waste Pick-Up and Removal:** Applicant will maintain regular trash, recycling, and grease removal service only through the building loading dock accessed from M Street NE.
- 10. 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.
- 11. Maintenance of Property:** Applicant will clear snow from the sidewalk adjacent to the premises, including the sidewalk café, within three (3) daylight hours after snowfall ends.
- 12. Storefront:** The Applicant shall maintain visibility from the street through the storefront glazing into the premises and shall not render the storefront glazing opaque with graphics, films or window treatments for a minimum 50% of the 3rd Street and summer garden frontage.
- 13. 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.
- 14. 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.

Signature block

IN WITNESS WHEREOF, the parties place their signatures to this agreement, this 31st day of May, 2024.

Maahk Meetings Tenant, LLC t/a Manifest

K. J. Hughes

By: [ID:R44UAW9BNCSEMNZANVQZEU4J](#)

K. J. Hughes

Managing Member

Advisory Neighborhood Commission 6C



Tony Goodman

ANC 6C07

(as designated ANC 6C representative)