

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

In the Matter of:

Pal, The Mediterranean Spot and More, LLC
t/a Pal The Mediterranean Spot

Application for Substantial Change
(Change of Hours)
to a Retailer's Class CR License

at premises
1501 U Street, NW
Washington, D.C. 20009

Case No.: 18-PRO-00036
License No.: ABRA-092484
Order No.: 2018-556

Pal, The Mediterranean Spot and More, LLC, t/a Pal The Mediterranean Spot (Applicant)

Joshua Mater, Commissioner, Advisory Neighborhood Commission (ANC) 1B

Joan E. Sterling, President, Shaw-Dupont Citizens Alliance, Inc. (SDCA)

Chris Young, on behalf of Meridian Hill Neighborhood Association (MHNA)

Lyle M. Blanchard, Counsel, on behalf of Christina and Mark Parascandola (Abutting Property Owners)

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member
Donald Isaac, Sr., Member
Bobby Cato, Member
Rema Wahabzadah, Member

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF PROTESTS**

The Application filed by Pal, The Mediterranean Spot and More, LLC, t/a Pal The Mediterranean Spot (Applicant), for a Substantial Change to change its hours of operation and

sales to its Retailer's Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on June 4, 2018, and a Protest Status Hearing on July 11, 2018, in accordance with D.C. Official Code § 25-601.

The official records of the Board reflect that the Applicant, ANC 1B, SDCA, MHNA, and Christina and Mark Parascandola entered into a Settlement Agreement (Agreement), dated September 12, 2018, 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; Commissioner Joshua Mater, on behalf of ANC 1B; Joan E. Sterling, on behalf of SDCA; Chris Young, on behalf of MHNA; and Christina Parascandola; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 1B, SDCA, MHNA, and Christina and Mark Parascandola.

Accordingly, it is this 26th day of September, 2018, **ORDERED** that:

1. The Application filed by Pal, The Mediterranean Spot and More, LLC, t/a Pal The Mediterranean Spot, for a Substantial Change to change its hours of operation and sales is **GRANTED**;
2. The Protests of ANC 1B, SDCA, MHNA, and Christina and Mark Parascandola in this matter are hereby **WITHDRAWN**;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;
4. This Settlement Agreement replaces and supersedes other previous Settlement Agreements between the parties; and
5. Copies of this Order shall be sent to the Applicant, ANC 1B, SDCA; MHNA; and Lyle M. Blanchard, Esq., on behalf of Christina and Mark Parascandola.

District of Columbia
Alcoholic Beverage Control Board



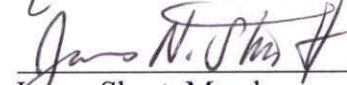
Donovan Anderson, Chairperson




Nick Alberti, Member



Mike Silverstein, Member



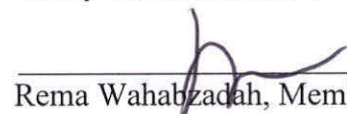
James Short, Member



Donald Isaac, Sr., Member



Bobby Cato, Member



Rema Wahabzadah, 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 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 (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).

**Settlement Agreement Concerning Substantial Change to
License ABRA-092484 for PAL THE MEDITERRANEAN SPOT, LLC, t/a PAL
THE MEDITERRANEAN SPOT,
1501 U Street, NW, Washington, DC 20009**

THIS AGREEMENT, made and entered into this 12th day of September, 2018, by and between Pal the Mediterranean Spot, LLC, trading as Pal the Mediterranean Spot ("Applicant"), and protestants Advisory Neighborhood Commission 1B ("ANC 1B"), Meridian Hill Neighborhood Association ("MHNA"), Shaw-Dupont Citizens Alliance ("SDCA"), and abutting residential property owners Christina Parascandola and Mark Parascandola (ANC 1B, MHNA, SDCA and the abutting residential property owners referred to collectively as "Protestants").

RECITALS

WHEREAS, the Applicant has requested a Substantial Change to its Retailer's License Class CR (ABRA- 092484) ("License") for a restaurant business establishment located at 1501 U Street NW ("Establishment"), and the request is currently pending before the District of Columbia Alcoholic Beverage Control Board ("Board"); and

WHEREAS, in recognition of the Board's policy of encouraging settlement agreements, the parties hereto desire to enter into a settlement agreement whereby: (1) Applicant will agree to adopt certain measures to address Protestants' concerns and to include this Agreement as a formal condition of its application; and (2) Protestants will agree to the issuance of a Substantial Change in the terms of the license provided that this Agreement is incorporated into the Applicant's License and said License henceforth is conditioned upon compliance with this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, receipt and sufficiency are hereby acknowledged, the parties agree as follows:

1. Nature of the Establishment.

- a. The Applicant will continue to operate and manage a Class CR Establishment, as defined by the Board. Applicant shall comply with all conditions applicable to this license class.

2. Hours of Operation and Sales. Establishment's permitted hours of operation, and selling, serving, and consuming alcohol, shall be as follows:

a. Hours of Operation Indoors

Day	Not Earlier Than	Not Later Than
Sunday	10:00 a.m.	2:00 a.m.
Monday	10:00 a.m.	2:00 a.m.
Tuesday	10:00 a.m.	2:00 a.m.
Wednesday	10:00 a.m.	2:00 a.m.
Thursday	10:00 a.m.	2:00 a.m.
Friday	10:00 a.m.	3:00 a.m.
Saturday	10:00 a.m.	3:00 a.m.

- b. Hours of Operation in Sidewalk Café consistent with Board Order 2014-038.

Day	Not Earlier Than	Not Later Than
Sunday	10:00 a.m.	11:00 p.m.
Monday	10:00 a.m.	11:00 p.m.
Tuesday	10:00 a.m.	11:00 p.m.
Wednesday	10:00 a.m.	11:00 p.m.
Thursday	10:00 a.m.	11:00 p.m.
Friday	10:00 a.m.	12:00 p.m.
Saturday	10:00 a.m.	12:00 p.m.

3. Noise.

- a. No live entertainment will be provided outside the Establishment.
- b. Applicant shall continue to take reasonable measures to ensure that music and noise from the Establishment are not audible in any residential premises.
- c. Applicant agrees to post one sign visible outside in the Sidewalk Café to (1) request patrons be seated when consuming alcoholic beverages, (2) notify patrons that the Establishment is located adjacent to a residential area and (3) request patrons to not disturb nearby residents.

- d. Applicant will ensure no temporary or permanent speakers will be present in the Sidewalk Café. Applicant agrees not to play live or recorded music or entertainment in the Sidewalk Café.
- e. Applicant shall provide Protestants the name and telephone number of a manager or owner who is responsible for responding to noise complaints and other violations of this settlement agreement.

4. Trash and Odors.

- a. If trash containers are shared with other building tenants, the applicant shall assist in keeping the trash areas clean and container lids tightly closed and resistant to pests and rodents.
- b. Applicant shall keep spent grease in a container that is impervious to vermin, leaks, and odors and is provided by professional company, and shall keep said container lid tightly closed and resistant to pests and rodents.
- c. Applicant shall notify landlord as soon as Applicant notices or receives notice of any damaged or leaking trash containers.
- d. Applicant shall keep the exterior of Establishment clean during the hours of its operation.

5. Prior Agreement. This Agreement supersedes any and all prior settlement agreements concerning this establishment.

6. Binding Effect. This Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant during the term of the license to which this Agreement applies. Applicant agrees to specifically notify any prospective transferee of the existence of this Agreement and to provide them with a copy.

7. Agreement Available Upon Demand. A copy of this Agreement shall be kept at the Establishment and made available to law enforcement officers and ABRA inspectors immediately upon request

8. Notices.

- a. Notices shall be provided by email, U.S. Mail or hand-delivery as follows:

If to ANC 1B:
Advisory Neighborhood Commission 1B
2000 14th St., NW, Suite 100B
Washington, DC 20009
1b@anc.dc.gov

If to MHNA:
Meridian Hill Neighborhood Association
2125 14th St., NW, #315W
Washington, DC 20009
president@meridianhilldc.org

If to SDCA:
The Shaw-Dupont Citizens Alliance
P.O. Box 73153
Washington, DC 20056
Attn: President (as named on website)

If to abutting residential property owners:
Christina Parascandola
2002 15th Street, NW
Washington, DC 20009

If to Applicant:
Pal the Mediterranean Spot, LLC,
1501 U Street, NW
Washington, DC 20009

- b. Failure to give notice shall not constitute waiver or acquiescence to the violation.

WHEREFORE, by the signing of the representatives of Applicant and ANC, MHNA, SDCA, and abutting residential property owners, Applicant hereby agrees to aforementioned covenants and Protestants agree to the Substantial Change in the Applicant's license and withdraw their protest, provided that this Agreement is incorporated into the Board's order adjudicating the Applicant's application for a Substantial Change issuing a Class C license and the Substantial Change is conditioned upon compliance with this Settlement Agreement.

[SIGNATURE BLOCKS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

ADVISORY NEIGHBORHOOD COMMISSION 1B:

for: [Signature]

James Turner, Chair / **JOSHUA WATER - ACTING CHAIR FOR SEPTEMBER AND 1B MTR.**

Date Signed: 9-21-2018

MERIDIAN HILL NEIGHBORHOOD ASSOCIATION:

[Signature]

Chris Young, President

Date Signed: 9/17/18

SHAW-DUPONT CITIZENS ALLIANCE:

Joan E. Sterling, President

Date Signed: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

ADVISORY NEIGHBORHOOD COMMISSION 1B:

James Turner, Chair

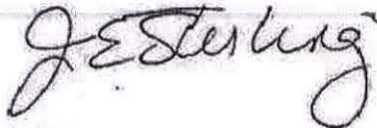
Date Signed: _____

MERIDIAN HILL NEIGHBORHOOD ASSOCIATION:

Chris Young, President

Date Signed: _____

SHAW-DUPONT CITIZENS ALLIANCE:



Joan E. Sterling, President

Date Signed: September 17, 2018

ABUTTING RESIDENTIAL PROPERTY OWNERS:

Christ Parascandola

Christina Parascandola

Date Signed: 9-12-2018

APPLICANT:

PAL THE MEDITERRANEAN SPOT, LLC, t/a PAL THE MEDITERRANEAN SPOT

By: _____

Print Name/Title: _____

Date Signed: _____

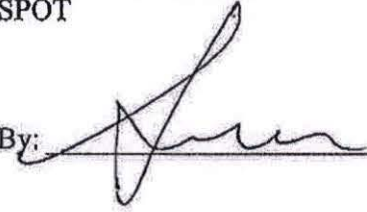
ABUTTING RESIDENTIAL PROPERTY OWNERS:

Christina Parascandola

Date Signed: _____

APPLICANT:

PAL THE MEDITERRANEAN SPOT, LLC, t/a PAL THE MEDITERRANEAN SPOT

By:  _____

Print Name/Title: AZANACH HAILE / Owner

Date Signed: 09/12/2018