

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

_____)
In the Matter of:)
)
Matchbox Capitol Hill, LLC)
t/a Matchbox)
)
Application for Renewal of a)
Retailer’s Class CR License)
)
at premises)
517 8th Street, S.E.)
Washington, D.C. 20003)
_____)

Case No.: 16-PRO-00082
License No.: ABRA-079276
Order No.: 2016-538

Matchbox Capitol Hill, LLC, t/a Matchbox (Applicant)

Kirsten Oldenburg, Chairperson, Advisory Neighborhood Commission (ANC) 6B

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
Ruthanne Miller, Member
James Short, Member

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

The Application filed by Matchbox Capitol Hill, LLC, t/a Matchbox (Applicant), for renewal of its Retailer’s Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on September 12, 2016, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 6B entered into a Settlement Agreement (Agreement), dated September 13, 2016, 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 Chairperson Kirsten Oldenburg, on behalf of ANC 6B, are signatories to the Agreement.

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

Accordingly, it is this 28th day of September, 2016, **ORDERED** that:

1. The Application filed by Matchbox Capitol Hill, LLC, t/a Matchbox, for renewal of its Retailer's Class CR License, located at 517 8th Street, S.E., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 6B in this matter is hereby **WITHDRAWN**;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 (Nature of the Business) – The second and the third sentence shall be modified to read as follows: “Applicant shall limit its total occupancy to no more than 164 patrons. This is inclusive of seating for up to 150 patrons on the interior dining area, and no more than 14 patrons in the Sidewalk Café on the front patio area.”

The parties have agreed to this modification.

4. This Settlement Agreement replaces and supersedes previous Settlement Agreements between the parties; and
5. Copies of this Order shall be sent to the Applicant and ANC 6B.

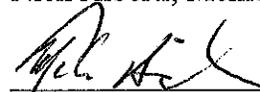
District of Columbia
Alcoholic Beverage Control Board



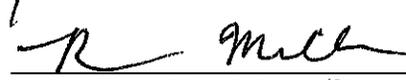
Donovan Anderson, Chairperson



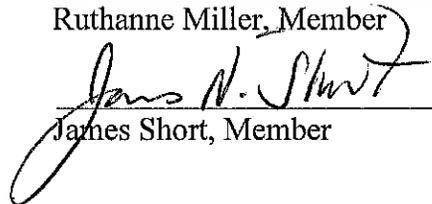
Nick Alberti, Member



Mike Silverstein, Member



Ruthanne Miller, Member



James Short, 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 BY AND BETWEEN
ADVISORY NEIGHBORHOOD COMMISSION 6B
and
Matchbox Capitol Hill LLC
d/b/a Matchbox

Pursuant to this Settlement Agreement, (“Agreement”), by and between Matchbox Capitol Hill LLC (d/b/a Matchbox) (“Applicant”) and Advisory Neighborhood Commission 6B (“ANC6B”) (Collectively, the “Parties”), effective as of the date of its adoption by ANC6B, the parties hereto hereby agree to be legally bound by the terms and conditions of this Settlement Agreement (SA) as it relates to conduct of business located at 519-521 8th Street, SE, Washington, DC 20003 (“Premises”).

WHEREAS, Applicant has applied before the District of Columbia Alcoholic Beverage Regulatory Administration (“ABRA”) to effect, and is seeking its approval of renewal of its Retailers’ Class “CR” License (ABRA-079276) (“License”); and,

WHEREAS, Applicant and ANC6B are desirous of voluntarily entering into and mutually memorialize in this SA the terms and conditions upon which ANC6B has agreed to support Applicant's License, pursuant to the provisions of D.C. Code § 25-446, for the operation and maintenance of Applicant’s business at the Premises in such a manner as to further promote the peace, order and quiet of the neighborhood as well as maintain security and sanitation of the alley immediately adjacent to the Premises; and,

WHEREAS, this Agreement is intended to replace in its entirety any and all previously-existing Settlement Agreements between the Parties, and all such previous agreements are hereby declared superseded, null and void and of no further effect.

NOW, THEREFORE, Applicant and ANC 6B agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Nature of the Business. Applicant will manage and operate a full-service seated restaurant (“Establishment”) at the Premises. Applicant shall limit its total seating to no more than 215 patrons, with total occupancy load not to exceed 250. This is inclusive of seating for up to 215 patrons on the interior dining area, and no more than 20 patrons in the Sidewalk Café on the front patio area. In no event shall Applicant operate or seek to operate the Establishment in excess of the maximum number of patrons that may lawfully occupy the Premises pursuant to its Certificate of Occupancy. No outdoor seating of any nature shall be permitted on the rooftop of the Establishment.
3. Hours of Operation and Sales. Applicant’s hours of operation and alcoholic beverage sales may be changed from time to time at the discretion of Applicant, or as may be otherwise permitted by its License, but in no event shall exceed or extend beyond the following:

Inside:

Sunday to Thursday – Service 10 am to 2 am
Friday and Saturday – Service 10 am to 3 am

Outside: Front Sidewalk Café

Sunday to Thursday – Service 10 am to 2 am but with no additional patron seating after midnight
Friday and Saturday – Service 10 am to 3 am but with no additional patron seating after 1 am

Provided, however, that (a) on days designated by the DC ABC Board as “Extended Hours for ABC Establishments,” Applicant may serve alcoholic beverages for one additional hour solely as to inside sales and operations; (b) in the event the Council of the District of Columbia or the ABC Board grant licensees, in general, extended operating hours (such as for a Presidential Inauguration), Applicant may avail itself of such extended hours solely as to inside operations; and, (c) on January 1 of each year Applicant may operate (including sales and consumption) until 3:00 a.m. solely as to inside operation. Applicant must submit, as required by regulation, any forms or document to the authorizing agency for such extended hours.

4. Requirements for Operation of Sidewalk Café and Adjacent Public Space. Applicant shall operate its Sidewalk Café consistent with the terms and conditions of its Public Space Management Branch Certification for such space, and shall cause its employees to maintain the Sidewalk Café in a clean and orderly manner, and not to cause or permit storage of any refuse, foodstuffs, perishable or odiferous materials in or adjacent to the Sidewalk Café. Applicant shall cause the area extending from the front door(s) to the curb in front of the Premises to be regularly swept, washed, and shall remove litter and debris on not less than a daily basis, weather permitting. Applicant shall provide exterior receptacles for extinguishing and disposing of smoking materials, and such supplemental refuse disposal receptacles as may be reasonably required to contain and minimize public disposal of waste and litter originating from the Premises.

5. Refuse Storage and Disposal.

Applicant shall comply with DCMR 21-704.3-704.5 by utilizing and regularly maintaining one or more food waste (garbage) grinder(s) adequate in capacity to dispose of all readily grindable food wastes produced.

Applicant shall utilize and maintain rodent proof waste and trash containers (receptacles) at the rear of the Premises with sufficient capacity to store all non-grindable garbage and recyclable trash and non-recyclable waste. All grease related to the Establishment will be stored at the rear of the Premises in a closed receptacle designed to store such grease, and shall be emptied regularly by a qualified third-party vendor. Applicant agrees to use its best efforts to accommodate and utilize indoor grease storage if and when it determines to reconfigure or remodel its kitchen facilities.

Applicant agrees to adhere to the following conditions with respect to trash management, disposal, and the sanitary maintenance of trash disposal facilities and operations:.

- a. Garbage shall be collected seven (7) days per week and recycling a minimum of five (5) days per week (or such more frequent schedules as may be necessary to prevent the receptacles from exceeding their capacity);
- b. Applicant will ensure timely waste disposal that is not unduly disruptive to the neighbors. Garbage, recyclable, and grease collections shall not occur before 7:00 a.m. or after 9:00 p.m. No glass shall be placed in any exterior receptacle nor otherwise disposed after 10:00 p.m. or before 7:00 a.m. Any glass material needing to be recycled or otherwise disposed between 10:00 p.m. and 7:00 a.m. shall be stored inside the Applicant's establishment until at least 7:00 a.m. the following day.
- c. All receptacles used for grease, garbage, recyclable trash and waste shall be maintained in good repair and in safe and sanitary condition. Any damaged or leaking containers shall be promptly repaired or replaced, including but not limited to any bent or broken lids or means of closure. All such containers shall conform to then-existing regulations or guidelines of any District of Columbia governmental agency having the authority or jurisdiction to prescribe such regulations or guidelines.
- d. Recyclable waste (glass, plastic, and metals that have been rendered free to organic materials) shall be disposed of in sealed bags that are placed in appropriate waste receptacles capable of being sealed with closing lids and otherwise designed for that purpose. All receptacles used for garbage, recyclables, and grease shall be maintained in good repair, safe and sanitary condition. Exterior receptacles for recyclable materials shall be kept closed and secured at all times except when actively used to deposit or collect recyclable materials.
- e. Any receptacle for recyclables and waste will be placed such that it does not encroach on the abutting property owners. Applicant shall ensure that no recyclable or other waste is placed outside the establishment other than in a fully-closed receptacle. Applicant shall ensure that the lids on all receptacles are fully closed at all times. Applicant shall not place waste in any waste receptacle in any manner that would prevent the full closure of the receptacle.
- f. All receptacles (for garbage, grease and recyclables) shall be secured with lids (as per their design), including while being hauled to and from sanitation trucks. All receptacles used for garbage, recyclables, and grease shall be maintained in good repair, safe and sanitary condition and any damaged or leaking containers shall be promptly repaired or replaced Applicant shall not place any non-grindable garbage, recyclable and non-recyclable trash in any exterior trash receptacles in any manner that would prevent the full closure of the receptacle per its design. All receptacles (for garbage trash and waste) shall be secured with lids or otherwise remain closed and secured (as per their design) except while in the actual process of being filled or emptied. All garbage and/or recyclable waste shall be placed in bags that shall be tied or otherwise sealed prior to depositing into receptacles.
- g. Garbage, grease and/or recycling spills shall be cleaned up as soon as practicable after they occur, but in no event more than two (2) hours after such spill. Any leak or spillage

of grease shall be promptly cleaned utilizing standard industry practices such as solvents and power washing for such uncontained grease;

- h. The applicant will daily inspect the alley and full area behind the Premises and pick up or hose down any debris or liquid waste left behind after garbage, grease or recycling receptacles have been emptied;
- i. Applicant shall power wash all receptacles and the adjacent alleyway no less often than once every two weeks. No power-washing shall take place between the hours of 7:00 p.m. and 9:00 a.m. on weekdays or 7:00 p.m. and 12:00 noon on weekends;
- j. Applicant shall cooperate and permit inspection of the Premises, as may be reasonable pursuant to ABRA regulations or as may be reasonably requested by any authorized District of Columbia governmental entity;
- k. Applicant will make best efforts to coordinate with adjacent establishments to identify and contract with a commercial trash hauling company servicing the alley in an effort to reduce alley traffic;
- l. Applicant agrees to cooperate with and participate in any coordinated effort with adjacent businesses to address any rodent infestation issues regardless of the source of such issues; and
- m. Should Applicant, during the term of this Agreement, commence or determine to commence any renovation, reconstruction, upgrade, or remodeling of the Premises, such that the premises are expanded sufficiently to allow for an interior trash room, (i) plans and permit applications are required to be submitted to the District of Columbia government and (ii) the work involves interior Premises not currently part of the restaurant areas that materially affect or include (a) alterations to the first floor plan or layout for areas not previously used for customer seating, (b) replacement, repositioning or remodeling of kitchen and food preparation areas, and/or main or basement-level storage, office, and/or food and service preparatory areas and/or (c) alterations to the points of access or egress to the rear of the Premises affecting the means of access or egress through which refuse is disposed, then such work shall (if and when constructed) include design and construction of an interior trash storage area that shall be of sufficient design and capacity for interior storage of all grease and non-recyclable waste generated by the Establishment. This trash room will comply with DOH regulations and be exclusively utilized to store all grease, garbage and other refuse other than materials that are required by law to be separated and disposed of through recycling.

6. Noise Mitigation and Odor Control. No objectionable noises, sounds, odors, or other conditions will be created or permitted by the Applicant. Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall make architectural improvements to the property and take all necessary actions to ensure that music, noise and vibration from the Premises are not audible outside the establishment at any time. Applicant agrees to keep its doors and windows closed when music is being played at the establishment. However, it is understood by the parties that Applicant may open its window panels, and that music may be played at such times at a level not audible beyond the street curbside. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Premises caused by opening of the entry or exit doors. Applicant will take all reasonable steps necessary to mitigate noise emanating from

mechanical equipment associated with the applicant's operations (e.g., air conditioning unit, grease fan) -- including installing sound-mitigating insulating material around the equipment, if necessary -- to comply with D.C. regulations, prevent an increase in existing sound level conditions of the site, and abate noises objectionable to the residential neighbors. Periodic power cleaning of kitchen hood and exhaust systems shall be conducted in such a manner as to minimize noise in or near the alley and audible to adjacent dwellings, and Applicant shall instruct and require vendors performing this service to operate any mobile mechanical equipment (such as compressors or generators) from a location on Eighth Street SE and shall request that wherever practicable such vendors use electrical rather than petroleum powered equipment. Applicant specifically agrees that it shall adhere to and be accountable under the provisions of D.C. Code §25-725 as it pertains to residential dwellings in the contiguous physical block on which the Premises are located (except for those residential dwellings located within the CHC/C2A overlay), notwithstanding the fact that such neighboring residential units may not fall within the zoning classification otherwise entitled to enforcement of that provision under D.C. Code §25-725(b)(3).

Applicant shall use its best efforts to control and mitigate any odor emanating from the Premises and/or from any exterior waste storage receptacle related to the Establishment. These efforts shall include but not be limited to, installing and maintaining high efficiency grease extracting kitchen exhaust ventilation and filtering systems for any cooking facilities within the Premises, of sufficient design and capacity as to reduce the external emission of any odors arising from food preparation or disposal at the Establishment.

7. Rat and Vermin Control. Applicant shall maintain in force a contract for regular and recurring application of a plan for pest control that includes baiting or similar rodent abatement procedures abutting the rear entrance to the Premises (including the waste storage room). Applicant shall not store or place any bottles, foodstuffs, palettes of materials, or other consumable goods of any type outside the Premises. Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract and of regular inspection and treatment pursuant to such contract, upon request from the Board. Applicant shall maintain property and take landscaping steps, such as removing thick ground cover, trimming bushes, closing rat holes, and using pond stones where needed, to reduce habitat for rats and vermin.

8. Restrictions on Use of Points for Access/Egress. Applicant will comply with all District of Columbia laws and regulations governing the delivery of food and restaurant supplies to the Premises. Applicant will encourage all commercial third party vendors to park in designated commercial loading zones during any deliveries, to make deliveries whenever practicable through the front door of the Premises facing 8th Street SE, and not to utilize the alley behind the Premises or the 700 block of E Street SE for these purposes. In no event will Applicant encourage or permit commercial third party vendors to park a delivery truck in the public alley at the rear of the Premises, or in the 700 block of E Street SE, between the hours of 10:00 p.m. and 7:00 a.m. Applicant will notify commercial delivery vendors about the above prohibition and will not accept deliveries of food or other restaurant supplies from such vendors if, after such notice, the vendors continue to violate this provision.

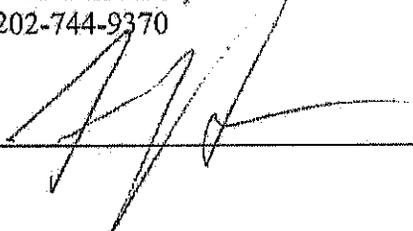
9. Security Cooperation in Stemming Loitering and Illegal Drugs. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises. Applicant agrees to monitor for and prohibit sales or use of illegal drugs within or about the Premises and maintain contact and cooperate with MPD and other enforcement officials when known or suspected drug activities occur.

10. Compliance with Agency Regulations. Applicant will ensure that it abides by ABRA, Department of Consumer and Regulatory Affairs (DCRA), Department of Health (DOH), Department of Public Works (DPW) and other applicable DC Agency regulations regarding (a) conduct of its business and (b) the ownership of the license and all other provisions applicable to liquor licenses. Violations of DC Agency regulations shall constitute a violation of this Agreement.

11. Notice of Alleged Violations. If and when ANC6B becomes aware of any apparent violations of this Agreement, ANC6B agrees to, whenever practicable and permitted by law or regulation and only to the extent that such alleged violation does not materially and immediately endanger the health and safety of the community, provide written notice of such alleged violation to Applicant not less than five (5) business days prior to reporting such alleged violation to ABRA. If such alleged violation is corrected within this period, then ANC6B shall not report such alleged violation to ABRA.

IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.

Applicant: Matchbox Capitol Hill LLC
ABRA - 079276
521 8th Street SE
Washington, DC 20003
Fred Herrmann, Vice President
202-744-9370

Signature: 

Date: 9/13/14

ANC:

Advisory Neighborhood Commission 6B
921 Pennsylvania Avenue, SE
Washington, DC 20003
Kirsten Oldenburg, Chairperson
~~Phone: (202) 543-3344~~

Signature: 

Date: 9-13-16

ANC 6B

Capitol Hill / Southeast

921 Pennsylvania Avenue SE
Washington, DC 20003-2141
6B@anc.dc.gov
202-546-8542

September 16, 2016

OFFICERS

Chair
Kirsten Oldenburg

Vice-Chair
Nick Burger

Secretary
Daniel Chao

Treasurer
Diane Hoskins

Parliamentarian
Denise Krepp

Donovan Anderson, Chair
Alcoholic Beverage Control Board
2000 14th Street NW, Suite 400S
Washington, DC 20009

VIA E-MAIL: abra.legal@dc.gov

RE: 16-PRO-00082, ABRA-079276—Matchbox Capitol Hill, 517 8th Street
SE, Renewal of Class C Restaurant License

Dear Chair Anderson:

At its regularly called, properly noticed meeting on September 13, 2016, with a quorum present, Advisory Neighborhood Commission (ANC) 6B voted 8-0-1 to withdraw its protest of and support the above-referenced request.

For your review and approval, please find attached a Settlement Agreement, which was executed by both parties.

Please contact Commissioner Chander Jayaraman, ANC 6B's Alcohol Beverage Control Committee Chair, at 202-546-2609 or chander6B08@anc6b.org if you have questions or need further information. Thank you.

Sincerely,


Kirsten Oldenburg
Chair

COMMISSIONERS

SMD 1 *Jennifer Samolyk*

SMD 2 *Diane Hoskins*

SMD 3 *James Looks*

SMD 4 *Kirsten Oldenburg*

SMD 5 *Steve Hagedorn*

SMD 6 *Nick Burger*

SMD 7 *Daniel Chao*

SMD 8 *Chander Jayaraman*

SMD 9 *Daniel Ridge*

SMD 10 *Denise Krepp*