

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

In the Matter of:)

Matchbox Capitol Hill, LLC)
t/a Matchbox)

Holder of a)
Retailer's Class CR License)

License No. ABRA-079276
Order No. 2016-124

at premises)
521 8th Street, S.E.)
Washington, D.C. 20003)

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

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

The official records of the Alcoholic Beverage Control Board (Board) reflect that Matchbox Capitol Hill, LLC, t/a Matchbox (Licensee), and ANC 6B have entered into a Settlement Agreement (Agreement), dated March 8, 2016, that governs the operation of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Kirsten Oldenburg, on behalf of ANC 6B, are signatories to the Agreement.

Accordingly, it is this 16th day of March, 2016, **ORDERED** that:

1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
2. This Settlement Agreement replaces and supersedes previous Settlement Agreements between the parties; and
3. Copies of this Order shall be sent to the Licensee and ANC 6B.

District of Columbia
Alcoholic Beverage Control Board



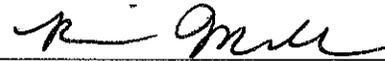
Donovan Anderson, Chairperson



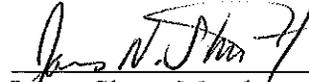
Nick Alberti, Member



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, a substantial change to its Retailers' Class "CR" License (ABRA-079276) ("License"), to expand operations to include the abutting Premises; 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 behind the Premises; and,

WHEREAS, this 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 and no more than 20 patrons in the Sidewalk Café on the front patio area of the Premises. 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 Premises. Applicant shall cause the area extending from the front door(s) to the curb in front of the Establishment to be regularly swept, power-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 construct, maintain, and exclusively utilize interior space within the Premises to store all grease and non-recyclable waste (including but not limited to any foodstuffs, organic waste, compostable materials or other similar garbage), with direct access to the interior waste storage area from the dining, hallway, and/or kitchen area of the Premises.

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. For the storage of any residual or non-grindable food wastes and all grease will be stored in an interior trash storage room within the Premises.

Applicant shall use its best efforts to design and construct an interior trash storage space with sufficient capacity to store such non-recyclable waste without need for exterior space of any type. The interior trash storage room will comply with DC Department of Health requirements. Applicant shall install and maintain in functional working order rodent proof sweeps, rodent proof gasket or other similar material to ensure that there are no gaps between the exterior door and the door frame to the trash room. Applicant shall replace the sweeps, gasket or other material in use as soon as they become worn. Applicant shall install and maintain for the interior waste storage room a retractable, motorized door that when closed provides adequate seal to prevent vermin penetration and shall keep such door closed and sealed except when in the active process of depositing or removing waste from the storage area.

Applicant may, in its discretion, apply to the appropriate District of Columbia governmental authorities for a Public Space Permit to construct and maintain an adjacent exterior vermin-proof extension to the indoor waste storage area, provided the design of such adjacent extension sufficiently addresses sanitation integrity and vermin barriers, ANC6B shall support such application, if and when made. The Parties stipulate and agree that issuance of a Public Space Permit or other authority as may be required to construct and maintain such adjacent exterior extension is not guaranteed, and that should such permit be sought and denied, or granted and subsequently revoked or expired, or should Applicant determine not to request such permit, that Applicant shall nonetheless remain bound by the terms and conditions of this Agreement, including but not limited to storage of grease and non-recyclable waste in the interior of the Premises without use of any adjacent extension.

Applicant shall not utilize any exterior point of access to the interior waste storage area for purposes of depositing grease or non-recyclable waste in the interior storage area and shall maintain the exterior doors in a closed and secured position except as reasonably required for regularly-scheduled garbage, recyclable, and grease pick up by third-party vendors.

Recyclable waste (glass, plastic, cardboard 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.

Applicant agrees to adhere to the following conditions with respect to trash management, disposal, and the sanitary maintenance of the interior trash storage room and the exterior recycling area:

- 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 10:00 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. Applicant shall provide the garbage and recycling vendors with keys and/or access to the trash room, as may be required to effect regular and timely collection as set forth herein;
- d. An access door to that room from the exterior shall remain closed unless in use and will be equipped with an automatic closing mechanism and an egress bar unless another path of egress is available for emergencies;
- e. All receptacles for grease, non-grindable food waste and other non-recyclable waste shall be stored in the interior trash room or elsewhere within the interior of the Premises, unless in the immediate process of being hauled to or from sanitation or grease collection trucks;
- f. Only recyclable trash such as cardboard boxes, KEGS and firewood shall be stored in designated receptacles outside the building in the rear of the Premises or on the public alley. Applicant shall not store or place any foodstuffs, or other consumable goods of any type in the rear of the Premises or on the public alley. No waste of any type shall be placed on or against the abutting property;
- g. Any receptacle for recyclables will be placed such that it does not encroach on the abutting property owners. Applicant shall ensure that no recyclable 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.
- h. All receptacles (for garbage, grease and recyclables) shall be secured with lids (as per their design), including while within the trash room and 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.
- i. 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;
- j. The applicant will daily check 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;
- k. Applicant shall power wash the trash storage room, all receptacles, any adjacent waste enclosure, 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;
- l. Applicant shall cooperate and permit inspection of the Premises, including but not limited to the indoor trash room, as may be reasonable pursuant to ABRA regulations or as may be reasonably requested by any authorized District of Columbia governmental entity;
- m. Applicant will coordinate with adjacent establishments to identify and contract with a commercial trash hauling company servicing the alley in an effort to reduce alley traffic;
- n. 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;

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 8th 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).

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 ~~boxes~~ 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 vendor continues 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.

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

Applicant: Matchbox Capitol Hill LLC

ABRA - 079276

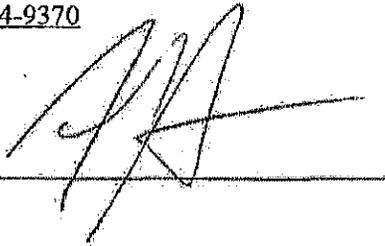
517-521 8th Street SE

Washington, DC 20003

Fred Herrmann, Vice President

Phone: 202-744-9370

Signature: _____



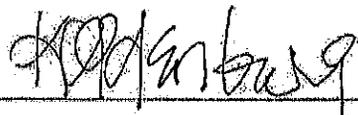
Date: _____

3/8/14

ANC:

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

6/1

Signature: 

Date: 3-8-16

Matchbox Capitol Hill LLC

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ADVISORY NEIGHBORHOOD COMMISSION 1A

SMD 1A01 – Marvin L. Johnson
SMD 1A04 – Matthew Goldschmidt
SMD 1A07 – Darwain Frost
SMD 1A10 – Rashida Brown

SMD 1A02 – Joaue Salmeron
SMD 1A05 – Thu Nguyen
SMD 1A08 – Kent C. Boese
SMD 1A11 – Detti Love Wade

SMD 1A03 – Tom Gordon
SMD 1A06 – Richard DuBeshter
SMD 1A09 – Bobby Holmes
SMD 1A12 – Margaret Hudley

SETTLEMENT AGREEMENT

THIS VOLUNTARY AGREEMENT ("Agreement") is made on this Ninth day of March 2016 by and between Madras Bar, LLC t/a The Airdale ("Applicant") and Advisory Neighborhood Commission 1A ("Protestant") (collectively, the "Parties").

WITNESSETH

WHEREAS, The Applicant has applied for a Substantial Change to its Retailer's Class "C" Tavern license under the D.C. Alcoholic Beverage Control Act, requesting a Change of Hours for both the outdoor Summer Garden and Sidewalk Cafe as well as a change to its indoor hours of operation, alcoholic beverage sales, service and consumption, and live entertainment for the restaurant ("Restaurant") located at 3605 14th Street, NW, Washington, DC ("Premises"); and

WHEREAS, the Parties have agreed to enter into this Agreement and request that Alcoholic Beverage Control Board ("ABC Board") approve the Applicant's license application conditioned upon the Applicant's compliance with the terms of this written Agreement; and

WHEREAS, the Parties are desirous of entering into a Settlement Agreement, pursuant to D.C. Official Code § 25-446, to eliminate the need for a Protest Hearing regarding the license application and to ensure the operation and maintenance of the Restaurant in such a manner as to minimize the effect on (i) the peace, order, and quiet neighborhood; and (ii) pedestrian safety and vehicular traffic.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the Parties agree as follows:

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
2. **Nature of the Business.** The Applicant will manage and operate a restaurant on a regular schedule and provide food and beverages. Any change from this model shall be considered by both Parties to be of great concern to residents and requires prior approval by the ABC Board.
3. **Hours of Operation and Sales.** The Applicant's hours of operation shall be as follows:

Sunday 7:00 am - 12:00 am
Monday 10:00 am - 2:00 am
Tuesday through Friday 12:00 pm to 2:00 am

Advisory Neighborhood Commission 1A
3400 11th Street NW #200
Washington, DC 20010