

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

In the Matter of:)	
)	
Matsutake National, Inc.)	
t/a Hikari Sushi & Sake Bar)	
)	
Applicant for a New)	
Retailer's Class CR License)	License No. ABRA-088224
)	Order No. 2012-163
at premises)	
644 H Street, N.E.)	
Washington, D.C. 20002)	
)	

Matsutake National, Inc., t/a Hikari Sushi & Sake Bar (Applicant)

M. Tony Richardson, Commissioner, Advisory Neighborhood Commission (ANC) 6C

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Calvin Nophlin, Member
Mike Silverstein, Member
Jeannette Mobley, Member

ORDER ON VOLUNTARY AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Matsutake National, Inc., t/a Hikari Sushi & Sake Bar, Applicant for a new Retailer's Class CR license, located at 644 H Street, N.E., Washington, D.C., and ANC 6C have entered into a Voluntary Agreement (Agreement), dated January 1, 2012, 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 Commissioner M. Tony Richardson, on behalf of ANC 6C, are signatories to the Agreement.

Accordingly, it is this 25th day of April, 2012, **ORDERED** that:

1. The above-referenced Voluntary 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 modifications:

Section 3 (Noise Suppression) – The following sentence shall be modified to read as follows: “Accordingly, Applicant agrees that in the event that the Board deems noise from said second floor area unduly disruptive, Applicant will restrict its operating hours for said second floor roof deck to 10:00 pm Sundays-Thursdays and 12:00 am Fridays through Saturdays until such time as the second floor roof deck summer garden area is further enclosed in such a manner as to preclude emanation of any such disruptive noise.”

Section 8 (Communication) – The following language shall be removed: “Applicant agrees to meet, as reasonably requested (but not less than every 3 months if so requested), with the ANC to address any perceived problems arising from the operation of the business.”

The parties have agreed to these modifications.

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


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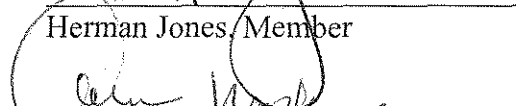
District of Columbia
Alcoholic Beverage Control Board

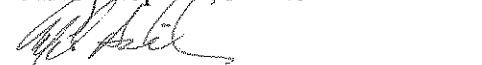

Ruthanne Miller, Chairperson



Nick Alberti, Member


Donald Brooks, Member


Herman Jones, Member


Calvin Nophlin, Member


Mike Silverstein, Member


Jeannette Mobley, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), any Party adversely affected by this Order may file a Motion for Reconsideration within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14th Street, N.W., Suite 400S, Washington, D.C. 20009.

VOLUNTARY AGREEMENT

THIS AGREEMENT is made and entered into as of this 1 day of January, 2012 by and between **Matsutake National, Inc.** (hereinafter the "Applicant"), **Advisory Neighborhood Commission 6C**, (hereinafter the "ANC").

WHEREAS, Applicant having filed an application with the District of Columbia Alcoholic Beverage Control Board (hereinafter "ABC Board") for issuance of a Retailer's Class CR license for premises at 644 H Street, N.E., Washington, D.C.

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 ANC concerns without the need to file a 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 CR (as such term is defined in ABC statutes and regulations). Food service will be available until one (1) hour before 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. However, such latter restriction shall not preclude Applicant from closing its premises to the general public from time to time in order to accommodate invitation only private functions.
2. **Hours of Operation:** Applicant's operating hours inside shall be 7:00am to 2:00am. The operating hours of Applicant's roof deck summer garden shall terminate at 10:00pm Sundays – Thursdays and at 12:00am Fridays and Saturdays.

It is understood that after cessation of said "operating hours," no patrons shall remain on the premises or the roof deck summer garden, respectively.

Provided that: (a) on days designated by the DC ABC Board as "Extended Hours for ABC Establishments" applicant may operate for one additional hour (that is, one hour later); (b) in the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours (such as for Inauguration) applicant may avail itself of such extended hours; and (c) on January 1 of each year applicant may operate until 3:00a.m.,

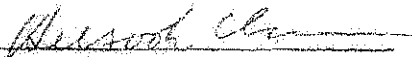
3. **Noise Suppression:** The Restaurant's operation shall at all times be in compliance with the D.C. Noise Control Act and DC Code 25-725. Applicant acknowledges that Protestants are particularly concerned regarding the potential for noise emanating from its partially-enclosed second floor roof deck summer garden seating area. Accordingly, Applicant agrees that in the event either the ANC deem noise from said second floor area unduly disruptive, Applicant will restrict its operating hours for said second floor roof deck to 10:00pm Sundays- Thursdays and 12:00am Fridays and Saturdays until such time


as the second floor roof deck summer garden area is further enclosed in such manner as to preclude emanation of any such disruptive noise. Applicant will encourage employees and patrons to be considerate of residents in the neighborhood after departing the building, by keeping conversations and other noises at a level that will not disturb the peace, order, quiet and tranquility of residents in the enjoyment of their homes and by departing the vicinity of the premises immediately upon exiting.

4. **Deliveries:** To maintain the peace, order and quiet of the surrounding neighborhood, Applicant shall receive all deliveries of food, beverages and supplies during hours between 9:00 am and 5:00 pm. Applicant shall make the best effort to receive all deliveries in the rear dead-end alley.
5. **Trash Pick-Up and Removal:** Applicant will maintain regular trash/garbage removal service only during the hours from 9:00 am to 5:00 pm. All trash and garbage shall be stored according to its building plans approved by DCRA. All trash and garbage shall meet DC storage regulations and be picked up by Applicant's hauler. The Applicant shall keep dumpster lids tightly closed and incapable of being entered by rodents, in order to limit odors and help control pest and rodent population. Applicant will contract for regular rodent and pest (insect) abatement. There shall be no outdoor disposal of glass bottles after 9:00pm.
7. **Removal of Grease and Oils:** Applicant will provide for the proper (recyclable) removal of grease and oils and will not deposit these substances for removal in dumpsters or trash cans.
8. **Communication.** Applicant agrees to meet, as reasonably requested (but not less than every 3 months if so requested), with the ANC to address any perceived problems arising from the operation of the business. The Applicant agrees to work in good faith with the ANC to resolve any such problems.
9. **Right to Seek Redress:** The parties agree that Applicant will be given written notice of any alleged violation of this Agreement and will be afforded ten (10) business days in which to investigate and respond to any complaint. The parties agree that if any complaint of violation of this Agreement is not so resolved, then any failure of the Applicant to adhere to the foregoing commitments will constitute a breach of this agreement and grounds for the ANC to petition the Board for issuance of an order to Show Cause, as provided by D.C. Code 25-446(e).

IN WITNESS WHEREOF, the Parties place their signatures to this agreement, this 1 day of January, 2012.

APPLICANT:

 11/1/2012
By: Matsutake National, Inc. Date
President

ADVISORY NEIGHBORHOOD COMMISSION 6C
 11/1/2012
By: M. Tony Richardson Date
Commissioner, ANC 6C05