

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

| | | |
|------------------------------|---|-------------------------|
| In the Matter of: |) | |
| |) | |
| Matchbox Capitol Hill, LLC |) | |
| t/a Matchbox |) | |
| |) | |
| Application for Renewal of a |) | Case No. 13-PRO-00058 |
| Retailer's Class CR License |) | License No. ABRA-079276 |
| |) | Order No. 2013-558 |
| at premises |) | |
| 521 8th Street, S.E. |) | |
| Washington, D.C. 20003 |) | |

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

Brian Flahaven, Chairperson, Advisory Neighborhood Commission (ANC) 6B

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Mike Silverstein, Member

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

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 June 3, 2013, and a Protest Status Hearing on July 24, 2013, in accordance with D.C. Official Code § 25-601 (2001).

The Applicant and ANC 6B have entered into a Settlement Agreement (Agreement), dated October 17, 2013, setting forth the terms and conditions that govern 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 Brian Flahaven, on behalf of ANC 6B, are signatories to the Agreement.

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

Accordingly, it is this 20th day of November, 2013, **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 521 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 The Protest of ANC 6B in this matter is hereby **WITHDRAWN**;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;
4. This Settlement Agreement replaces and supersedes all previous Settlement Agreements between the Parties; and
5. Copies of this Order shall be sent to the Applicant and ANC 6B.

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District of Columbia
Alcoholic Beverage Control Board


Ruthanne Miller, Chairperson


Nick Alberti, Member


Donald Brooks, Member


Herman Jones, Member


Mike Silverstein, Member

Pursuant to D.C. Official Code § 25-433, 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.

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this ___ day of _____, 2013 by and between Matchbox Capitol Hill LLC ("Applicant"), and Advisory Neighborhood Commission 6B, (Collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant's application for a license for premises, 521 8th street, SE, Washington, DC, 20003, is now pending before the District of Columbia Alcoholic Beverage Control Board (ABC); and,

WHEREAS, the premises is within the boundaries of the ANC, and,

WHEREAS, the Parties desire to enter into an agreement governing certain understandings regarding the issue of a Retailers' Class "C" Restaurant Liquor License at the subject premises; and,

WHEREAS, the Parties are desirous of entering into a Settlement Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to promote the peace, order and quiet of the neighborhood. Both parties recognize the importance of business neighborhoods that are safe, clean, and "pedestrian friendly".

WHEREAS, this Settlement Agreement replaces and supersedes any previous Voluntary Agreement or Settlement Agreement between the Parties.

NOW, THEREFORE, 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 shall manage and operate at the address a place that is regularly used for the sale and service of prepared food and alcoholic beverages.
3. ***Hours of Operation and Sales.*** The Applicant's hours of operation shall be as follows:

Inside

Sunday to Thursday – Service from 10 am to 2 am

Friday and Saturday – Service 10 am to 3 am

Outside Front Sidewalk Café

Sunday to Thursday – Service starting at 10 am; no additional patron seating after midnight

Friday and Saturday – Service starting at 10 am; no additional patron seating after 1 am

Provided, however, that: (a) on days designated by the ABC Board as “Extended Hours for ABC Establishments,” Applicant may operate (including sale and consumption) for one hour later than the hours listed above; (b) in the event that the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours (such as for the Inauguration), Applicant may avail itself of such extended hours; and (c) on January 1 of each year, Applicant may operate (including sale and consumption) until 3:00 a.m.

4. ***Floors Utilized and Occupancy.*** The Applicant will operate its establishment according to the occupancy indicated on the Certificate of Occupancy issued by the Department of Consumer and Regulatory Affairs. The sidewalk café is limited to 20 seats.
5. ***Sidewalk Café.*** Applicant will operate its sidewalk café in accordance with the Public Space Management Branch Certification. Applicant will direct that its employees inspect the sidewalk café on a regular basis to ensure its cleanliness.
6. ***Noise, Odor, and Privacy.*** No objectionable odors will be created by the Applicant. Applicant will strictly comply with D.C. Official Code § 25-725, which may include the need to make architectural improvements to the property. Applicant agrees to keep its doors closed when music is being played inside the establishment but may open its window panels during such times, provided that the music is not audible beyond the street curbside. If necessary, Applicant will take reasonable steps necessary to reduce noise emanating from the opening of entry or exit doors. Applicant will take all reasonable steps to strictly comply with D.C. Regulations concerning noise emanating from the establishment’s mechanical equipment.
7. ***Public Space and Trash.***
 - a. Applicant shall keep their entire property and the sidewalk (up to and including the curb), tree box(es), curb, and alley clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed.
 - b. Applicant shall ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and that no garbage is placed on the abutting property. Applicant shall ensure that no trash is placed outside the establishment other than in a fully-closed dumpster. Applicant shall ensure that the lids on all dumpsters are fully closed at all times. Applicant shall not place trash in its dumpster in any manner that would prevent the full closure of the

dumpster. Applicant shall ensure that all dumpsters used are properly maintained and replaced when damaged.

c. Applicant shall ensure that all grease is placed in a secure well-maintained container inside the property where practicable. Any grease leak shall be cleaned up promptly and all containers shall be properly maintained and replaced when damaged or leaking.

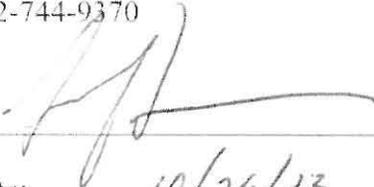
d. Applicant will ensure timely trash disposal that is the least disruptive to the neighbors. To that end, no glass shall be recycled or otherwise disposed after 10 p.m. or before 7 a.m. Any glass material needing to be recycled or otherwise disposed between 10 p.m and 7 a.m. shall be stored inside the Applicant's establishment until 7 a.m.

e. Commercial trash pick up in residential areas takes place between 7 a.m.-7 p.m. Applicant shall not allow for its trash to be picked up outside of those hours.

8. ***Rats and Vermin Control.*** The Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control 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. Applicant shall have the Establishment and the area around the Premises and its dumpsters properly cleaned at the end of each night to ensure that there are not garbage and odors present the following morning.
9. ***Security Cooperation in Stemming Criminal Activity and Public Drinking.*** Applicant agrees that it shall take all necessary reasonable steps to minimize such problems, including, without limitation, designating providing a sufficient number of employees to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; monitoring for and prohibiting sales or use of illegal drugs criminal activity within or about the Premises, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises.
10. ***Compliance with ABRA Regulations.*** Applicant promises that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees.

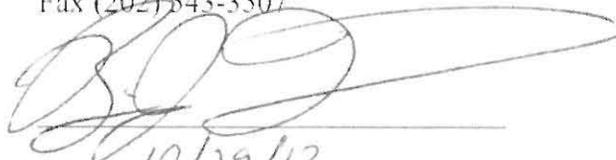
IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.

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



Date: 10/26/13

Advisory Neighborhood Commission 6B
Washington, DC 20003
Brian Flahaven, Chairperson
(202) 543-3344
Fax (202) 543-3507



Date: 10/29/13

ANC 6B

Capitol Hill / Southeast

921 Pennsylvania Avenue SE
Suite 305
Washington, DC 20003-2141
202-543-3344 (office)
202-543-3507 (fax)
office@anc6b.org

Executive Director
Susan Eads Role

October 17, 2013

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

VIA E-MAIL: tesha.anderson@dc.gov

RE: ABRA—079276, Matchbox, 521 8th Street SE, License Renewal

OFFICERS

Chair
Brian Flahaven

Vice-Chair
Ivan Frishberg

Secretary
Philip Peisch

Treasurer
Brian Pate

Parliamentarian
Nichole Opkins

Dear Ms. Miller:

At its regularly called, properly noticed meeting on October 8, 2013, with a quorum present, Advisory Neighborhood Commission (ANC) 6B voted 10-0 to approve an amended Settlement Agreement with the above-referenced establishment.

For your review and approval, please find enclosed the Settlement Agreement, which was executed by both parties and includes changes requested by the Alcoholic Beverage Control Board.

Please contact Commissioner Sara Loveland, ANC 6B's Alcohol Beverage Control Committee Chair, at 202-330-8745 or sara6b07@anc6b.org if you have questions or need further information. Thank you.

COMMISSIONERS

SMD 1 *David Garrison*
SMD 2 *Ivan Frishberg*
SMD 3 *Philip Peisch*
SMD 4 *Kirsten Oldenburg*
SMD 5 *Brian Pate*
SMD 6 *Nichole Opkins*
SMD 7 *Sara Loveland*
SMD 8 *Chander Jayaraman*
SMD 9 *Brian Flahaven*
SMD 10 *Francis Campbell*

Sincerely,



Brian Flahaven
Chair

Enclosure