

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

In the Matter of:)	
)	
DC Narveer, Inc.)	
t/a Cafe of India)	
)	
Application for Renewal of a)	Case No.: 19-PRO-00021
Retailer's Class CR License)	License No.: ABRA-083570
)	Order No.: 2019-506
at premises)	
4909 Wisconsin Avenue, NW)	
Washington, D.C. 20016)	
)	

DC Narveer, Inc., t/a Cafe of India, Applicant

Jonathan Bender, Chairperson, on behalf of Advisory Neighborhood Commission (ANC)
3E

BEFORE: Donovan Anderson, Chairperson
Mike Silverstein, Member
James Short, Member
Bobby Cato, Member
Rema Wahabzadah, Member

**ORDER ON SETTLEMENT AGREEMENT
AND WITHDRAWAL OF ANC 3E'S PROTEST**

The Application filed by DC Narveer, Inc., t/a Cafe of India (Applicant), for Renewal of its Retailer's Class CR License, was protested by the ANC 3E.

The official records of the Alcoholic Beverage Control Board (Board) reflect that the Applicant and ANC 3E have entered into a Settlement Agreement (Agreement), dated May 9, 2019, 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 Jonathan Bender, on behalf of ANC 3E, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 3E of this Application.

Accordingly, it is this 26th day of June, 2019, **ORDERED** that:

1. The Application filed by DC Narveer, Inc., t/a Cafe of India, for renewal of its Retailer's Class CR License, located at 4909 Wisconsin Avenue, NW, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 3E in this matter is hereby **WITHDRAWN**;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 modifications:

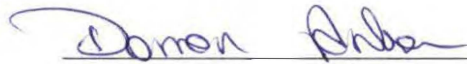
Section 3 (Attendance at ANC Meetings; Modification) – The language “will make every reasonable effort” shall be replaced with the language “agrees to make every reasonable effort.”

Section 4 (Assignments and Subcontracts) – The following language shall be removed: “without the express prior written consent of the other Party.”

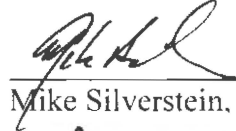
The parties have agreed to these modifications.

4. Copies of this Order shall be sent to the Applicant and ANC 3E.

District of Columbia
Alcoholic Beverage Control Board



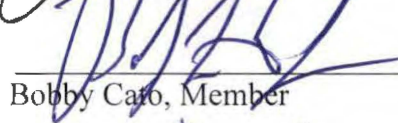
Donovan Anderson, Chairperson



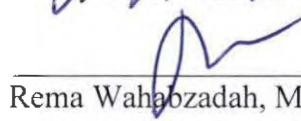
Mike Silverstein, Member



James Short, Member



Bobby Caro, 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).

VOLUNTARY AGREEMENT

This Voluntary Agreement (the "**Agreement**") is made and entered into as of the 9th day of May, 2019, by Narveer, Inc., the applicant in ABRA-083570 ("**Café of India**"), and Advisory Neighborhood Commission 3E ("**ANC**") (Café of India and ANC 3E each being a "**Party**" hereunder or collectively, the "**Parties**".)

WITNESSETH:

WHEREAS, Café of India has sought permission from the District of Columbia Alcoholic Beverage Administration (ABRA) to operate a sidewalk café using the same hours the restaurant currently uses at a restaurant "Café of India" it operates at 4909 Wisconsin Avenue, N.W., which is located within the boundaries of ANC 3E; and

WHEREAS, ANC 3E agrees to support Café of India's application in ABRA-083570 ("**Application**"), in reliance in part on Café of India's agreement to certain restrictions contained herein that will reduce potential burden on nearby residents:

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

1. **Dumpsters.** Applicant agrees that to the extent it uses dumpsters to store food refuse that create odors in the neighborhood, it agrees to clean the dumpsters at least once a month and agrees to respond to requests from neighbors and the ANC for reasonable additional cleanings in the summer months to address food odors if necessary.
2. **Venting.** Applicant will abate the nuisance on surrounding residential property caused by noise and odor from the vent fan. The Applicant has installed sound dampening materials on the mechanical equipment and the Applicant voluntarily agrees to, within three (3) months of the approval of Applicant's License by the ABRA Board, install a new fan. Applicant will promptly correct any issues that result in increased mechanical noise.
3. **Attendance at ANC Meetings; Modification.** Should the ANC receive complaints from constituents related to Café of India's operations, one or more ANC members may ask Café of India to attend an ANC meeting. Should Café of India receive such a request, it will make every reasonable effort to ensure that an officer or senior staff member attends the meeting (or, if impracticable, the next practicable meeting) and works in good faith with the ANC and the community reasonably to address such complaints.

Café of India may ask the ANC at any time to modify this Agreement. Such a request shall be made in writing. The ANC may ask Café of India to appear at a meeting to present the request to the community. If the ANC agrees to modify the Agreement, such modification may come only pursuant to a formal ANC resolution and a writing signed by the parties.

4. Miscellaneous Provisions.

ABRA Adoption: The Parties agree to ask ABRA to incorporate this Agreement to fullest extent possible into any order it may issue regarding the subject application.

Waiver: The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right subsequently to enforce and compel strict compliance with every provision of this Agreement.

Binding on Survivors: All covenants, stipulations, promises, agreements, and provisions in this Agreement shall apply to, bind and be obligatory on the Parties hereto, their heirs, executors, administrators, personal representatives, and successors.

Severability: If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.


Assignment and Subcontracts: Neither Party may assign any rights or delegate any duties under this Agreement without the express prior written consent of the other Party.

Headings and Paragraphs: Headings in this Agreement are for convenience only and shall not affect the meaning of this Agreement. References in this Agreement to any Section or paragraph are to the applicable numbered section of this Agreement unless otherwise noted.

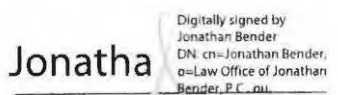
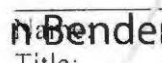
Counterparts: This Agreement may be executed simultaneously in one or more counterparts, by original or facsimile signature, and when executed by all Parties shall constitute one and the same Agreement.

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

Narveer, LLC

By: 
Name: Navjot Singh
Title: Owner

Advisory Neighborhood Commission 3E

By: 
Name: Jonathan Bender
Title: 

Digitally signed by Jonathan Bender
DN: cn=Jonathan Bender,
o=Law Office of Jonathan Bender, P.C., ou=
email=jbender@businessla
wyer.com, c=US
Date: 2019.05.10 14:03:19
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**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

_____)	
In the Matter of:)	
)	
Narveer, Inc.)	
t/a Café of India)	
)	
Holder of a)	License No. ABRA-083570
Retailer's Class CR License)	Order No. 2012-411
)	
at premises)	
4909 Wisconsin Avenue, N.W.)	
Washington, D.C. 20016)	
_____)	

Narveer, Inc., t/a Café of India (Licensee)

Matthew Frumin, Chairperson, Advisory Neighborhood Commission (ANC) 3E

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

ORDER ON VOLUNTARY AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Narveer, Inc., t/a Café of India, (Licensee), and ANC 3E entered into a Voluntary Agreement (Agreement), dated September 13, 2012, 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 Matthew Frumin, on behalf of ANC 3E, are signatories to the Agreement.

Accordingly, it is this 17th day of October, 2012, **ORDERED** that:

1. The above-referenced Voluntary Agreement submitted by the parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modifications:

Section 1 (Deliveries) shall be removed.

Section 3 (Disability Access) shall be removed.

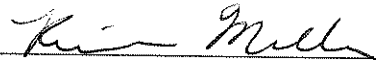
Section 5 (Attendance at ANC Meetings; Modification) – The following sentence shall be modified to read as follows: “Should Café of India receive such a request, it will work in good faith with the ANC and the community to reasonably address such complaints.”

The parties have agreed to these modifications.


2. Copies of this Order shall be sent to the Licensee and ANC 3E.

Narveer, Inc.
t/a Café of India
License No. ABRA-083570
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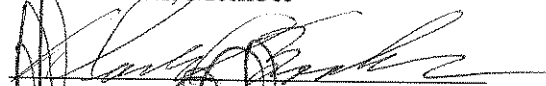
District of Columbia
Alcoholic Beverage Control Board



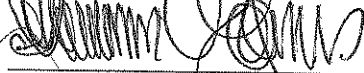
Ruthanne Miller, Chairperson



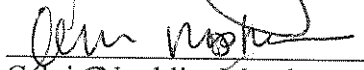
Nick Alberti, Member



Donald Brooks, Member



Herman Jones, Member



Calvin Nophlin, Member



Mike Silverstein, Member

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 Voluntary Agreement (the "**Agreement**") is made and entered into as of the 13th day of September, 2012, by Narveer, Inc., the applicant in ABRA-083570 ("**Café of India**"), and Advisory Neighborhood Commission 3E ("**ANC**") (Café of India and ANC 3E each being a "**Party**" hereunder or collectively, the "**Parties**").

WITNESSETH:

WHEREAS, Café of India has sought permission from the District of Columbia Alcoholic Beverage Administration (ABRA) to operate a sidewalk café using the same hours the restaurant currently uses at a restaurant "Café of India" it operates at 4909 Wisconsin Avenue, N.W., which is located within the boundaries of ANC 3E; and

WHEREAS, ANC 3E agrees to support Café of India's application in ABRA-083570 ("Application"), in reliance in part on Café of India's agreement to certain restrictions contained herein that will reduce potential burden on nearby residents;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

1. **Deliveries.** Café of India hereby agrees that it will adhere to all DCRA requirements regarding deliveries and will not accept any deliveries made outside of the legally permissible hours.
2. **Dumpsters.** Applicant agrees that to the extent it uses dumpsters to store food refuse that create odors in the neighborhood, it agrees to clean the dumpsters at least once a month and agrees to respond to requests from neighbors and the ANC for reasonable additional cleanings in the summer months to address food odors if necessary.
3. **Disability Access.** The applicant will be in compliance with all ADA and DCRA and DC Zoning requirements with regards to disability access to the outdoor seating area. The applicant will also add signage to the main entrance on Wisconsin Avenue to indicate that wheelchair access is accessible via a portable ramp used on the Emery Place entrance.
4. **Venting.** Applicant will abate the nuisance on surrounding residential property caused by noise and odor from the vent fan. Applicant has agreed to relocate the ventilation fan to the second floor of the building and move it further from the residential neighborhood by October 15th, 2012.
5. **Attendance at ANC Meetings; Modification.** Should the ANC receive complaints from constituents related to Café of India's operations, one or more ANC members may ask Café of India to attend an ANC meeting. Should Café of India receive such a request, it will make every reasonable effort to ensure that an officer or senior staff member attends the meeting (or, if impracticable, the next practicable meeting) and works in good faith with the ANC and the community reasonably to address such complaints.

Café of India may ask the ANC at any time to modify this Agreement. Such a request shall be made in writing. The ANC may ask Café of India to appear at a meeting to present the request to the community. If the ANC agrees to modify the Agreement, such modification may come only pursuant to a formal ANC resolution and a writing signed by the parties.

4. **Miscellaneous Provisions.**

ABRA Adoption: The Parties agree to ask ABRA to incorporate this Agreement to fullest extent possible into any order it may issue regarding the subject application.

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Binding on Survivors: All covenants, stipulations, promises, agreements, and provisions in this Agreement shall apply to, bind and be obligatory on the Parties hereto, their heirs, executors, administrators, personal representatives, and successors.

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Counterparts: This Agreement may be executed simultaneously in one or more counterparts, by original or facsimile signature, and when executed by all Parties shall constitute one and the same Agreement.

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

Narveer, LLC

By:  Navjot Singh
Name:
Title: Owner

Advisory Neighborhood Commission 3E

By: 
Name: MATTHEW FOLMICH
Title: CHAIR