

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

**In the Matter of:**

Washington Hospitality Venture, LLC  
t/a Bombay Street Food

Applicant for Renewal of a  
Retailer's Class CT License

at premises  
1413 Park Road, NW  
Washington, D.C. 20010

Case No.: 19-PRO-00117  
License No.: ABRA-112081  
Order No.: 2019-906

Washington Hospitality Venture, LLC, t/a Bombay Street Food (Applicant)

Christine Miller, Commissioner, Advisory Neighborhood Commission (ANC) 1A

**BEFORE:** Donovan Anderson, Chairperson  
James Short, Member  
Bobby Cato, Member  
Rema Wahabzadah, Member  
Rafi Crockett, Member

---

**ORDER GRANTING REINSTATEMENT OF APPLICATION AND ANC 1A,  
ON WITHDRAWAL OF ANC 1A'S PROTEST, AND  
ON SETTLEMENT AGREEMENT**

---

On November 25, 2019, a Roll Call Hearing was held where the Alcoholic Beverage Control Board's (Board) Agent dismissed the Application and ANC 1A for failure to appear.

Prior to the Roll Call Hearing, but unbeknownst to the Board's Agent, the Applicant and ANC 1A submitted a Settlement Agreement for the Board's review and approval. The Board takes this opportunity to reinstate the Application and ANC 1A in conjunction with its consideration of the Settlement Agreement.

The official records of the Board reflect that the Applicant and ANC 1A have entered into a Settlement Agreement (Agreement), dated November 22, 2019, that governs the operations 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 Christine Miller, on behalf of ANC 1A, are signatories to the Agreement.

Accordingly, it is this 5th day of December, 2019, **ORDERED** that:

1. The Application filed by Washington Hospitality Venture, LLC, t/a Bombay Street Food, for renewal of its Retailer's Class CT License, located at 1413 Park Road, NW, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 1A in this matter is hereby **WITHDRAWN**;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:

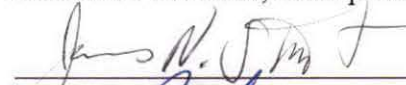
Section 3 (Hours of Operation and Sales) – Last paragraph, point number 1, shall be modified to read as follows: “on days designated by the DC ABC Board as “extended Hours for ABC Establishments” Applicant may serve alcoholic beverages for one additional hour (that is, one hour later in the morning). Further, the licensee may, without objection from the ANC, apply for an one-day substantial change permit to be allowed to offer entertainment for an additional hour on days designated by the DC ABC Board as extended Hours for ABC Establishments.”

The parties have agreed to this modification.

4. Copies of this Order shall be sent to the Applicant and ANC 1A.

District of Columbia  
Alcoholic Beverage Control Board

  
Donovan Anderson, Chairperson

  
James Short, Member

  
Bobby Cato, Member

\_\_\_\_\_  
Rema Wahabzadah, Member

\_\_\_\_\_  
Rafi Crockett, 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 14<sup>th</sup> 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).



# 1A ADVISORY NEIGHBORHOOD COMMISSION 1A

SMD 1A01 – Valerie Baron  
 SMD 1A04 – Sadaf Mortezaei  
 SMD 1A07 – Sharon Farmer  
 SMD 1A10 – Rashida Brown

SMD 1A02 – Vickey A. Wright-Smith  
 SMD 1A05 – Christine Miller  
 SMD 1A08 – Kent C. Boese  
 SMD 1A11 – Dotti Love Wade

ALCOHOLIC BEVERAGE  
 REGULATION ADMIN  
 2019 NOV 25 4:48 PM  
 ABRA

SMD 1A03 – Zach Rybarczyk  
 SMD 1A06 – Richard DuBoshter  
 SMD 1A09 – Bobby Holmes  
 SMD 1A12 – Margaret Handley

## SETTLEMENT AGREEMENT

THIS AGREEMENT (“Agreement”) is made on this 22<sup>nd</sup> day of December, 2019, by and between Washington Hospitality Venture, LLC, t/a Bombay Street Food (the “Applicant”), and Advisory Neighborhood Commission 1A (“Protestant”), (collectively, the “Parties”).

### WITNESSETH

**WHEREAS**, Applicant has applied for a Restaurant License Class “C”, License No.: ABRA-112081, for a business establishment located at 1413 Park Road, NW, Washington, D.C. 20010 (the “Premises”);

**WHEREAS**, the Parties have agreed to enter into this Agreement and request that the 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 an Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect on (i) the peace, order, and quiet of the neighborhood and (ii) pedestrian safety and vehicular traffic, and to eliminate the need for a Protest Hearing regarding the license application.

**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 with an emphasis on food. Any change from this model shall be considered by both Parties to be a substantial change in operation 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:

Monday through Sunday \* 10:00 am – 12:00 am \*

The Applicant’s hours for live entertainment shall be as follows:

Monday through Sunday 10:00am – 11:00 PM

The Applicant’s hours for selling and serving alcohol on premise shall be as follows:

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

Monday through Sunday 10:00 am – 12:00 AM

Provided, however, (1) on days designated by the DC ABC Board as "extended Hours for ABC Establishments" Applicant may serve alcoholic beverages and provide entertainment for one additional hour (that is, one hour later in the morning) or later hours as authorized; (2) in the event the Council of the District of Columbia or the DC ABC Board grant licensees in general extended operating hours Applicant may avail itself of such extended hours; (3) on January 1 of each year Applicant may serve alcoholic beverages until 4 am.

4. **Loitering:** All due diligence shall be made by the applicant to ensure that there is no loitering in front of or in the vicinity of the Restaurant, especially loud cursing, public drunkenness or other acts of aggression.
5. **Smoking:** Applicant will encourage all patrons, by posted signs or printed notation to smoke only in designated areas outside the premises.
6. **Noise and Privacy:** Applicant acknowledges familiarity with and will strictly comply with all noise-control provisions of the District of Columbia's laws and regulations, including emissions of sounds, capable of being heard outside the premise, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with D.C. Official Code § 25-725. 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 peace, order, quiet enjoyment and tranquility of residents in the enjoyment of their homes or generate a noise complaint.
  - a. Applicant may have live entertainment with an entertainment endorsement. "Entertainment" means live music or any other live performance by an actual person, including live bands, karaoke, comedy shows, poetry readings, and disc jockeys. The term "entertainment" shall not include the operation of a jukebox, a television, a radio, or other prerecorded music, all of which are allowed within the restaurant.
  - b. Applicant will take all reasonably necessary actions to ensure that music and noise from the Establishment are not audible within the adjacent residential properties. Applicant agrees to implement sound suppression measures that will mitigate noise from this restaurant that may be heard in surrounding residents' homes, including keeping its doors and windows closed when music is being played at the establishment.
7. **Public Space and Trash:** Applicant shall keep the sidewalk, tree box(es), and abutting public spaces 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. The Applicant agrees to obtain a dumpster to be placed in the rear of the building. 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 so that no garbage is placed on the abutting property.
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 the request of the ABC

<https://www.pdfescape.com/open/RadPdf.axd?rt=c&dk=.ZxB2SJwumkgdw0tdvL9ZbpUj3&pc=3&m=&r=250884852>


[https://www.pdfescape.com/open/RadPdf.axd?rt=c&dk=.yk1A2h7EDoGVrS1CZSo1ekO\\_H&pc=3&m=&r=208696468](https://www.pdfescape.com/open/RadPdf.axd?rt=c&dk=.yk1A2h7EDoGVrS1CZSo1ekO_H&pc=3&m=&r=208696468)

- Board. Applicant shall have the Premises and the area around the Premises properly cleaned at the end of each night to ensure that there is no garbage and odors present the following morning.
9. **Parking:** Applicant will encourage transit use, and will direct patrons to use available on street metered parking spaces rather than parking on residential streets.
  10. **License Ownership and Compliance with ABRA Regulations:** Applicant promises to Protestants that it shall abide by all Alcoholic Beverage Regulation Administration (ABRA) regulations regarding ownership of the license and all other provisions applicable to liquor licensees, and agrees that Protestants shall have standing to ask the ABC Board to enforce any violations of the agreement.
  11. **Participation in the Community:** Applicant agrees to seek to maintain open communication with the Protestants, and the community for which the ANC acts.
  12. **Notice and Opportunity to Cure:** In the event that any of the parties is in breach of this Agreement, the party shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If Applicant or the licensee fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30-days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for the ANC to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(e) in order to enforce the provisions of the Agreement. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt.

**If to Applicant:**  
 Washington Hospitality Venture, LLC  
 t/a Bombay Street Food  
 1413 Park Road, NW  
 Washington, DC

**If to Protestants:**  
 Advisory Neighborhood Commission 1A  
 1530 Monroe Street, NW  
 Washington, DC  
 Attn: Christine Miller, Commissioner  
 202- 670-7046

Washington Hospitality Venture, LLC, t/a Bombay Street Food

Signature:   
 Print Name: Asad H. Sheikh

ANCIA  
 Signature:   
 Print Name: Christine Miller

