



# **ADVISORY NEIGHBORHOOD COMMISSION 3E**

TENLEYTOWN AMERICAN UNIVERSITY PARK FRIENDSHIP HEIGHTS  
c/o Lisner-Louise-Dickson-Hurt Home 5425 Western Avenue, NW Washington, DC 20015  
[www.anc3e.org](http://www.anc3e.org)

## **SETTLEMENT AGREEMENT**

This Settlement Agreement (the “**Agreement**”) is made and entered into as of the 19th day of April, 2021, by Le Kavacha Bistro, LLC, the applicant in ABRA-117768 (“**Applicant**”), and Advisory Neighborhood Commission 3E (“**ANC**”) (Le Kavacha Bistro, LLC and ANC 3E each being a “**Party**” hereunder or collectively, the “**Parties**”).

### **WITNESSETH:**

**WHEREAS**, Applicant has requested permission from the District of Columbia Alcoholic Beverage Administration (ABRA) to add a Sidewalk Café at a restaurant/bar called “Le Kavacha Bistro” (“**Establishment**”) it operates at 4619 41st Street, N.W., which is located within the boundaries of ANC 3E; and

**WHEREAS**, Applicant also seeks an Entertainment Endorsement from ABRA to provide live entertainment indoors only at the Establishment. The live entertainment is to be karaoke only.

**WHEREAS**, ANC 3E agrees to support Applicant’s application in ABRA-117768 (“**Application**”), in reliance in part on Applicant’s agreement to certain restrictions contained herein that will reduce potential burden on nearby residents;

**WHEREAS**, ANC 3E agrees to support Applicant’s request for a stipulated license in ABRA-117768 (“**Stipulated License**”), in reliance in part on Applicant’s agreement to abide by the same restrictions as those that will apply to the Application pursuant to this Agreement.

### **SUMMARY OF AGREEMENT**

#### **1. Nature of Operation**

|  |                      |  |
|--|----------------------|--|
| Class of Restaurant                      | Class “C” Restaurant |  |
| Total Occupancy Capacity                 | 179                  |  |
| Total Seating Capacity                   | 163                  |  |
| Sidewalk Café <i>[Yes/No]</i>            | Yes                  |  |
| Total Seating Capacity for Sidewalk Café | 80                   |  |
| Live Entertainment <i>[Yes/No]</i>       | Yes                  |  |
| Valet Service <i>[Yes/No]</i>            | No                   |  |

#### **2. Hours of Operation**

|                 |                                |                            |
|-----------------|--------------------------------|----------------------------|
|                 | <b>Sunday through Thursday</b> | <b>Friday and Saturday</b> |
| Inside Premises | 7 am to 2 am                   | 7 am to 3 am               |



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|                    |               |              |
|--------------------|---------------|--------------|
| Sidewalk Café      | 8 am to 12 am | 8 am to 1 am |
|                    |               |              |
|                    |               |              |
| Live Entertainment |               |              |
| Inside             | 6 pm to 2 am  | 6 pm to 3 am |
| Outside            | NA            | NA           |

### **STANDARD ENDORSEMENTS**

1. **Neighborhood Peace.** Applicant agrees to make all reasonable efforts to maintain the peace and quiet of the surrounding residential neighborhood so that establishment operations have a negligible impact with regards to sound and activity.
2. **Noise and Privacy.** Applicant will strictly comply with D.C. Official Code § 25-725 and will take reasonable actions, as necessary, to ensure that music, noise and vibration from the Establishment are not audible in any residential premises.
3. **Sidewalk Café.** Applicant will take reasonable measures to ensure patrons do not block sidewalk passage. Applicant will direct that its employees inspect the sidewalk and front yard area immediately in front of the establishment on a regular basis to ensure its cleanliness. Applicant shall keep the sidewalk in front of the Establishment (up to and including the curb) and any alley adjacent to the Establishment clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant will follow DCRA's regulations on the operation of sidewalk cafes, as provided for in Chapter 24 of Title 3 of District of Columbia Municipal Regulations.
4. **Trash Dumpsters and Collection.** Applicant shall take reasonable measures to ensure that the area around dumpsters are kept clean at all times and dumpsters are placed such that they do not encroach on abutting property owners and that no garbage is placed on abutting property. Applicant will ensure timely disposal no less than two (2) times per week that is the least disruptive to the neighbors. Commercial trash pickup in residential areas takes place between 7 a.m.-7 p.m.
5. **Rats and Vermin Control.** Applicant shall provide rat and vermin control for its property. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night.
6. **Access to Public Alleys, Garage and Parking.** Applicant shall not obstruct or prevent access to public alleys at any time. The Applicant will take reasonable measures to ensure that any food



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delivery drivers or services employed or contracted by the Applicant also do not obstruct or prevent access to the public alleys at any time.

7. **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. Any reference to specific laws and regulations in this Settlement Agreement is meant for informational purposes only. ANC 3E does not intend for a violation of any DC law or regulation to also be considered a violation of this Settlement Agreement.

### **ENTERTAINMENT ENDORSEMENTS**

1. **Entertainment Description** Entertainment is defined as karaoke only for the Inside of the Establishment.

**Entertainment Noise** If Applicant chooses to provide Entertainment, Applicant agrees that, in addition to the terms enunciated in the Noise and Privacy section, Applicant agrees to keep its doors closed when music for karaoke is being played inside the Establishment but may open its window panels during such times, provided that the music shall at no time exceed lawful limits. <sup>1/ 2/ 3/ 4/</sup> Furthermore, no music shall be discernible from the far side of Wisconsin Ave.

### **ADDITIONAL ENDORSEMENTS**

1. **Outside Entertainment.** Applicant agrees that no music, karaoke, television, or other forms of entertainment will be played in the Sidewalk Cafe seating area or in any other location except for karaoke inside the Establishment. This provision, however, shall not prevent Applicant from subsequently applying for permission to provide additional entertainment not currently permitted.

### **STANDARD REMEDIES**

1. **Manager Contact.** Applicant will also make available to all surrounding neighbors a direct phone number where they can be reached in the event of any complaints or concerns.

**Attendance at ANC Meetings** Should the ANC receive complaints from constituents related to Establishment's operations, one or more ANC members may ask Applicant to attend an ANC meeting. Should Applicant receive such a request, it will make reasonable efforts to ensure that an officer or senior staff member attends the meeting (or, if impracticable, the next scheduled meeting) and works in good faith with the ANC and the community reasonably to address such complaints.



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

1. **Hours** Applicant hereby agrees that, notwithstanding any other permission from ABRA or any other agency, it will end operation of all sidewalk café seating and other operations at the hours described in the section Summary of Agreement: Hours of Operations.
2. **Standard Endorsements** Applicant agrees to the terms embodied in the section Standard Endorsements.
3. **Entertainment Endorsements** Applicant agrees to the terms embodied in the section Entertainment Endorsements.
4. **Additional Endorsements** Applicant agrees to the terms embodied in the section Additional Endorsements.
5. **Standard Remedies** Applicant agrees to the terms embodied in the section Standard Remedies.
6. **Modification of Agreement** Applicant may ask the ANC at any time to modify this Agreement. Such a request shall be made in writing. The ANC may ask Applicant 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.



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### **MISCELLANEOUS PROVISIONS**

1. **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.
2. **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.
3. **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.
4. **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.
5. **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.
6. **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.

### **REFERENCES**

<sup>1/</sup> Noise Levels <https://www.noisehelp.com/noise-level-chart.html>

<sup>2/</sup> DC Noise Regulation Handbook

<https://eservices.dcr.dcr.gov/DocumentManagementSystem/Home/retrieve?id=Noise%20Regulation%20Handbook.pdf>

<sup>3/</sup> DC Official Code Section 25-725

[https://abra.dc.gov/sites/default/files/dc/sites/abra/publication/attachments/DC\\_Official\\_Code\\_Section\\_25-725.pdf](https://abra.dc.gov/sites/default/files/dc/sites/abra/publication/attachments/DC_Official_Code_Section_25-725.pdf)

<sup>4/</sup> 20-271 Maximum Sound Levels <http://dcrules.elaws.us/dcmr/20-2701>



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### **SIGNATURE PAGE**

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

Le Kavacha Bistro, LLC

By: 

Name: William Yemele

Title: Owner

Advisory Neighborhood Commission 3E

By: \_\_\_\_\_

Name: Matthew Cohen

Title: Commissioner SMD3E01, Vice-Chairman ANC3E



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