

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

In the Matter of:

Galae Thai, Inc.

t/a Teak Wood Restaurant

Applicant for a New

Retailer's Class CR License

at premises

1323 14th Street, N.W.

Washington, D.C. 20005

License No. 084954

Order No. 2010-459

Galae Thai, Inc., t/a Teak Wood Restaurant, Applicant

Charles Reed, Chairperson, Advisory Neighborhood Commission (ANC) 2F

Robert Maffin, President, Logan Circle Community Association (LCCA)

BEFORE: Charles Brodsky, Chairperson

Mital M. Gandhi, Member

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 Control Board (Board) reflect that Galae Thai, Inc., t/a Teak Wood Restaurant (Applicant), filed an Application for a new Retailer's Class CR License located at 1323 14th Street, N.W., Washington, D.C. The Applicant; Chairperson Charles Reed, on behalf of ANC 2F; and Robert Maffin, on behalf of LCCA, have entered into a Voluntary Agreement (Agreement) dated July 29, 2010, 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; Chairperson Charles Reed, on behalf of ANC 2F; and Robert Maffin, on behalf of LCCA, are signatories to the Agreement.

Galae Thai, Inc.
t/a Teak Wood Restaurant
License No. 084954
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Accordingly, it is this 8th day of September 2010, **ORDERED** that:

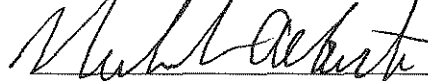
1. The Application filed by Galae Thai, Inc., t/a Teak Wood Restaurant (Applicant), for a new Retailer's Class CR License located at 1323 14th Street, N.W., Washington, D.C., is **GRANTED**;
2. The above-referenced Voluntary Agreement submitted by the Parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
3. Copies of this Order shall be sent to the Applicant; ANC 2F; and Robert Maffin, on behalf of LCCA.

District of Columbia
Alcoholic Beverage Control Board

Charles Brodsky, Chairperson



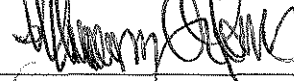
Mital M. Gandhi, Member



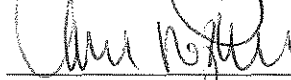
Nick Alberti, Member



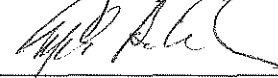
Donald Brooks, Member



Herman Jones, Member



Calvin Nophlin, Member



Mike Silverstein, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), any party adversely affected may file a Motion for Reconsideration of this decision within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 1250 U Street, N.W., Third Floor, Washington, DC 20009.

VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT ("Voluntary Agreement") is made on this 29th day of July, 2010, by and between Galae Thai, Inc., t/a Teakwood ("Applicant"), Advisory Neighborhood Commission 2F ("ANC 2F"), and the other persons, if any, whose signatures appear below ("Other Community Parties") (ANC 2F and Other Community Parties being hereinafter referred to collectively as "the Community").

WITNESSETH

WHEREAS, Applicant has applied to the Alcoholic Beverage Regulatory Agency ("ABRA") for a retailers' alcoholic beverage license, Class CR, for the premises at 1323 14th Street, NW, Washington, DC; and,

WHEREAS, ANC 2F has protested such application to assure that the Applicant's operations under a liquor license do not disturb the peace, order and quiet of the community, and particularly that of nearby residential tenancies; and,

WHEREAS, ANC 2F wishes to, and will in fact, withdraw its pending protest upon the execution of the within Voluntary Agreement, containing the mutually agreed terms and conditions, which are also agreeable to the Other Community Parties, and the acceptance of the Voluntary Agreement, subject to the subsequent continued compliance by the Applicant with the Voluntary Agreement; and,

WHEREAS, Applicant has agreed to enter into this Voluntary Agreement and will in good faith abide by its terms and become a part of the community of the ANC 2F.

WHEREAS, Applicant has covenanted to the ANC and to the other signatories hereto that the square footage of the establishment is 2,850 square feet with an authorized maximum occupancy of 150 persons and that Applicant will not expand its occupancy or reduce available

seating by more than five percent (5%) without amendment of this Voluntary Agreement, but in instance shall occupancy not exceed the limit mandated by the Fire Marshal.

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 Business. The Applicant shall manage and operate a restaurant with a full dinner menu service, but the Applicant reserves the right to offer breakfast, brunch and/or lunch service if, in its sole determination, it believes there is sufficient demand for such additional business. Any change from this model shall be deemed an amendment to the Agreement requiring compliance with 23 DCMR 1609.

3. Hours of Operation and Parking.

(a) Hours. The Applicant's hours of operation shall be as follows:

Monday – Thursday	8:00 a.m. to no later than 12:00 a.m.
Friday – Saturday	8:00 a.m. to no later than 12:45 a.m.
Sunday	8:00 a.m. to no later than 11:00 p.m.

Applicant agrees that the hour stated for the end of operation shall be defined as the time when the restaurant is to be closed and all patrons out of the premises.

Applicant may, without the consent of the Community, reduce its hours of operations, but shall not extend its hours without amendment of this Voluntary Agreement. Applicant's kitchen facilities and food service shall remain open with substantially full food service until two (2) hours prior to closing, but Applicant shall offer a limited menu up until one (1) hour prior to closing. These hours have been arrived at by negotiation with Applicant. The Community's concern is that longer hours may unduly disturb nearby residents; Applicant has conceded to

reduced hours noting the competitive disadvantage it will have with directly competing restaurants that have longer hours, but with the understanding that the hours will be reviewed by ANC 2F if Applicant so requests not earlier than one year from the commencement of Applicant's operations. If ANC 2F reasonably determines that Applicant's operations have not disturbed the peace, order and quiet and have not been in violation of this Agreement, it shall negotiate in good faith with Applicant with the view of authorizing an amendment to this Agreement to provide for an additional 30 minutes to the closing hours of Applicant's operations on Fridays and Saturdays. If Applicant and ANC 2F agree to such additional closing time, they shall have the authority to execute an amendment of the Voluntary Agreement accordingly and to submit such amended Agreement for approval by the ABC Board.

(b) Parking. Applicant recognizes the importance of parking not only for its success and the convenience for its patrons, but also its importance to Community with respect to its impact on street parking in the surrounding residential community. Applicant agrees that prior to commencing business and at all times thereafter it shall:

(i) Maintain a written agreement with a parking facility within reasonable walking distance of the premises to provide parking for its patrons, and shall keep such agreement (or a similar agreement) in full force and effect. A copy of the agreement/s provided for in (i), above, shall be delivered to the ABC Board, and shall be available for inspection by the ANC. Applicant shall advertise the availability of parking on a sign posted at the entrance to the establishment, in any print or other advertisements for the restaurant and when and if it takes dining reservations; or in the alternative,

(ii) Applicant shall have the right to request that specified provisions of this paragraph 3(b) may be suspended for a period of time upon a showing that the impact of such

suspension will not create substantial adverse parking problems within the ANC boundaries. Such request shall be granted by ANC upon its determination that such suspension is in the best interests of the community.

(iii) Applicant shall not seek a valet parking public space permit.

(iv) Applicant shall follow a written policy which provides patrons using automobiles with clear incentives to use off-street parking facilities, and notifying patrons and potential patrons of nearby available parking options on the restaurant's website, promotional materials, advertising, interior/exterior signage, menus and phone communications.

4. Reserved.

5. Special Events. "Special events" for purposes of this Voluntary Agreement mean that the restaurant is reserved exclusively or principally for a single group or event during or after normal dinner hours. Applicant agrees that it will limit special events to not more than 8 during the first six months of its operations, not more than 4 in any one month, and not more than 18 for the first 2 years. The parties agree that when a special event is being held on any day of the week other than Sunday, Applicant shall reduce its closing hours by one hour. The Community's concern giving rise to the limitation on the number of special events is that they may unduly impact the neighborhood with additional parking, noise and trash problems; Applicant has conceded to the limitation with the understanding that the limit will be reviewed by the parties at the end of one year from the opening date of the restaurant. If experience demonstrates that there has not been such undue impact, the ANC 2F agrees to consider increasing the limitation on special events; and if problems have occurred, Applicant agrees to consider reducing such limitation. The parties will employ the procedure set forth in paragraph 17.b in such review.

6. Alley Access. Applicant recognizes that the public alley in the rear of the establishment running between 14th Street and Vermont ("public alley") is particularly active and its accessibility is necessary for the ingress and egress of residents. Applicant shall not impede access to the public alley. Applicant shall not permit its employees to park in the public alley and shall instruct its suppliers not to block access to the public alley during deliveries. Applicant shall not permit its patrons to enter or exit the establishment from the alley.

7. Public Space and Trash. Applicant is aware that illegal dumping in the public alley is an ongoing concern of its neighbors and that Applicant's trash practices, if not consistently diligent, may have the effect of encouraging such dumping. Applicant agrees to maintain a dumpster in the rear of the building in the public alley and to contract with a commercial trash hauler for pickup at least twice per week. Applicant shall take whatever actions necessary to ensure that its dumpster does not overflow, including, but not limited to, scheduling additional trash pickups, if necessary. Applicant agrees to maintain such dumpster in a locked and completely closed position, and to ensure all trash is placed inside the dumpster. Trash and recyclable material shall not be deposited into the outside dumpster or other exterior holding facilities between the hours of 11:00 p.m. and 7:30 a.m. Applicant shall require its trash and recycling contractors to pick up trash and materials, and schedule its deliveries, after 9:00 a.m. and before 2:00 pm. Applicant shall also police the public alley and sidewalk (up to and including the curb) three times daily for refuse and other materials and maintain a clean, tidy and professional presence in these areas. Applicant shall not install exterior public pay telephones.

8. Sidewalk Café/Summer Garden. The Community agrees that it shall not oppose Applicant's establishing outside seating in a sidewalk café area in front of its premises, and serving alcoholic beverages at the café, subject to the following: (i) Applicant is in compliance

with this Agreement; (ii) Applicant complies with all applicable regulations, including receipt of a public space permit; (iii) Applicant shall cause its employees inspect the sidewalk café and police it reasonably to ensure its cleanliness; (iv) Applicant will not provide music of any kind at the sidewalk café (if the design of the restaurant provides for an open door to the sidewalk café; Applicant shall assure that the level of music from the interior is not audible to nearby residential occupants); (v) the sidewalk café shall close no later than 11:00 pm on Monday through Thursday, Midnight on Friday and Saturday and 10:00 pm on Sunday; and (vi) Applicant will close the outdoor café whenever there is a special event. Nothing in this paragraph is intended to prevent the ANC from reviewing Applicant's application for space permit from the District of Columbia Department of Transportation Public Space Committee, except that the ANC will not condition its recommendation for issuance of such permit upon more restrictive limitations than those set forth above.

Applicant recognizes that the premises abut residential tenancies immediately across the alley, and a "summer garden", roof deck or other space occupied at the rear or in near proximity to the rear of the premises would present noise issues. Consequently, Applicant shall not maintain a "summer garden" or an exterior roof deck operations.

9. Noise and Privacy. Applicant shall make engineered architectural improvements to the property and take all necessary actions to ensure that music, noise and vibrations from the establishment are not audible from within the adjacent residential properties. Applicant will also take all necessary steps to ensure that the music, noise, and vibrations are not disruptive to the adjacent residential property occupants' reasonable use of outdoor areas of their property. Should any sound, noise, or music be heard in any premises other than the licensed establishment, Applicant will take immediate remedial action. If noise is experienced near

exterior doors, Applicant will take reasonable steps to reduce noise emanating from the establishment from the opening of the entry and exit doors.

10. Dancing, Music and Entertainment. Applicant shall not offer, create facilities for, or otherwise encourage or permit dancing by patrons or employees. Applicant may have recorded music background. Applicant shall keep all recorded music at a level that is inaudible, and free of any vibrations detectible from, outside the establishment. Applicant agrees that it shall not seek an entertainment endorsement to its liquor license.

11. Not applicable

12. Rats and Vermin Control. The Applicant shall provide rat and vermin control surrounding the dumpster area by providing outside traps and baiting. Applicant shall enter into, and maintain in force, a pest control contract with a licensed pest control company containing provisions commercially reasonable terms, which shall provide at least for monthly inspection and remediation of any noted infestation. Applicant shall provide a copy of such contract, to the ABC Board, and available to the Community for inspection.

13. Security. Applicant shall designate one employee to control unruly patrons, whether inside or in the immediate outside area. Further, this employee, aided by signage at the entrance, will instruct patrons that they are within a residential neighborhood and ask them upon leaving to leave quietly.

14. Participation in the Community. In order to maintain an open dialogue with the community, Applicant is encouraged to regularly send a representative to ANC 2F meetings, which occur on the first Wednesday of each month at 7:00 p.m. at the Washington Plaza Hotel, 10 Thomas Circle, N.W., Washington, D.C. 20005, and LCCA Meetings, which occur on the

second Wednesday of each month at 7:00 p.m. at the Washington Plaza Hotel. Applicant shall provide an email address to which notices of all ANC 2F meetings may be routinely sent.

15. License Ownership. Applicant agrees to abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license. Applicant also agrees to notify any prospective transferee, assignee or contractee of the existence of this Voluntary Agreement, inform them that the Voluntary Agreement is binding upon them, and to provide them with a copy.

16. Binding Effect. This Voluntary Agreement shall be binding upon and enforceable against the successors and assigns of Applicant.

17. Informal Dispute Resolution.

a. Generally. If any of the Other Community Parties has a concern regarding the operation of Applicant's operations, they shall first contact the Applicant's manager prior to involving the ANC, District of Columbia agencies or officials, or law enforcement agencies, or instituting proceedings under this Voluntary Agreement. Applicant shall also encourage any other individual not party to the Voluntary Agreement to also contact the Applicant's manager as indicated above.

b. Review Procedures. Where this Voluntary Agreement provides for or permits specific reviews, the parties will meet and negotiate in good faith over the matters under review. If the parties cannot agree, they may engage a mediator to assist in the negotiations.

18. Notices and Enforcement Before ABC Board. In the event of a violation by Applicant of this Voluntary Agreement, Applicant shall be notified in writing by the person alleging such violation and given an opportunity to cure such violation within a reasonable

period, not to exceed thirty (30) days. A violation involving noise shall not be entitled to a cure period, and shall require immediate remediation. A material violation of this Voluntary Agreement or the conditions of Applicant's license, which has not been cured within the cure period, shall constitute cause for seeking a Show Cause Order from the ABC Board.

19. Notice. Notice under this Voluntary Agreement shall be in writing, and may be given by registered mail, return receipt requested; by hand delivery. Mail notice shall be deemed effective as of three days after mailing and hand delivery upon actual delivery. Notices shall be addressed:

If to Applicant, to:

Galae Thai, Inc.
8318 Orville Street
Alexandria, VA 22309

If to ANC 2F, to:

Advisory Neighborhood Commission 2F
P.O. Box 9348 – Mid-City Station
Washington, D.C. 20005
anc2f@starpower.net

With a copy to:

Chairman ANC2F at the address indicated for the then incumbent as
posted on the website, www.anc2f.org

If to Other Community Parties, to the addresses indicated on the signature page.

Applicant and other signatories may change the notice address listed above by written notice to the other signatories at the addresses listed above. Failure to give notice shall not constitute waiver of or acquiescence to the violation, but notice shall be a prerequisite to the filing of a show cause request with the Alcoholic Beverage Control Board.

20. Counterparts. This Voluntary Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed as original, but all of which together shall constitute one and the same instrument.

21. Other Parties. If any party executing this Voluntary Agreement as an Other Community Party ceases to occupy the premises at the address indicated below his or her signature or retain an ownership interest in such premises, all rights and obligations of such party under this Voluntary Agreement shall terminate.

Galae Thai, Inc.

By: _____
Chuchart Kamplirapang, President

ANC 2F

By: _____
Charles D. Reed, Chairman

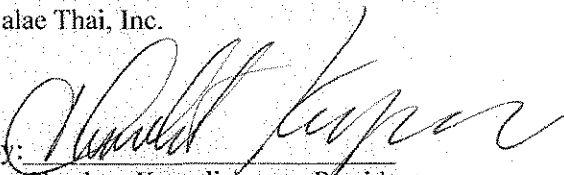
LOGAN CIRCLE COMMUNITY ASSOCIATION

By: _____
Robert Maffin, President

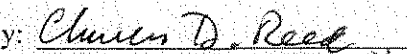
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Galae Thai, Inc.

By: 
Chuchart Kamplirapang, President

ANC 2F

By: 
Charles D. Reed, Chairman

LOGAN CIRCLE COMMUNITY ASSOCIATION

By: 
Robert Maffin, President
TIMOTHY CHRISTENSEN
VICE PRESIDENT