

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

In the Matter of:	)	
	)	
Thai Tanic, Inc.	)	Case Number: 10-PRO-00014
t/a Thai Tanic Restaurant	)	License Number: 60559
	)	ORDER NUMBER: 2010-395
	)	
Applicant for Renewal of a	)	
Retailer's Class CR License	)	
at premises	)	
1326 14th Street, N.W.	)	
Washington, D.C. 20005	)	

Thai Tanic, Inc., t/a Thai Tanic Restaurant, Applicant

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

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 AMENDED AND RESTATED VOLUNTARY AGREEMENT AND  
WITHDRAWAL OF PROTEST**

The official records of the Alcoholic Beverage Control Board (Board) reflect that Thai Tanic, Inc., t/a Thai Tanic Restaurant, (Applicant), Applicant for renewal of a Retailer's Class CR License located at 1326 14th Street, N.W., Washington, D.C., and Chairperson Charles Reed on behalf of ANC 2F (collectively, the "Parties") have entered into an Amended and Restated Voluntary Agreement (Agreement) dated June 21, 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 and Chairperson Charles Reed, on behalf of ANC 2F, are signatories to the Agreement. This Agreement constitutes a withdrawal of the Protest of this Application.

**Thai Tanic, Inc.**  
**t/a Thai Tanic Restaurant**  
**License No: 60559**  
**Page 2**

Accordingly, it is this 21st day of July 2010, **ORDERED** that:

1. The Application filed by Thai Tanic, Inc., t/a Thai Tanic Restaurant, for renewal of its Retailer's Class CR license located at 1326 14th Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protest in this matter is hereby **WITHDRAWN**;
3. This above-referenced Agreement submitted by the Parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Applicant and ANC 2F.

Thai Tanic, Inc.  
t/a Thai Tanic Restaurant  
License No: 60559  
Page 3

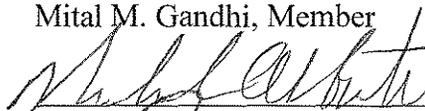
District of Columbia  
Alcoholic Beverage Control Board

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Charles Brodsky, Chairperson

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Mital M. Gandhi, Member



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Nick Alberti, Member



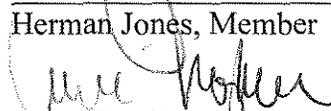
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Donald Brooks, Member



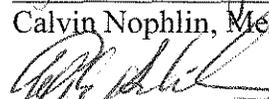
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Herman Jones, Member



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Calvin Nophlin, Member



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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.

## AMENDMENT TO VOLUNTARY AGREEMENT

THIS AMENDMENT TO VOLUNTARY AGREEMENT ("Amendment") is made this 21st day of July 2010, by and between Thai Tanic Inc. ("Applicant") and Advisory Neighborhood 2F ("ANC 2F"); jointly (the "Community")

### WITNESSETH

WHEREAS, Applicant is a holder of Retailer's License Class CR for premises located at 1326-A 14<sup>th</sup> Street, NW, Washington, DC

WHEREAS, the parties entered into a Voluntary Agreement dated June 5, 2002;

WHEREAS, Applicant has filed for approval of a substantial change to amend its hours and expand its premises;

WHEREAS, the parties to the Amendment acknowledge that (a) occupancy of the first floor of the establishment shall not exceed 49 people seated in the restaurant and 8 people at the bar, for a total of 57 people; and (b) occupancy of the 2nd floor shall not exceed 100 people.

WHEREAS, the parties desire to amend the Voluntary Agreement upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the recitals set forth above, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Section 4 of Voluntary Agreement. The language of Section 4 of the Voluntary Agreement is deleted and the following inserted in its place:

Recyclable materials shall not be deposited into an outside dumpster or other exterior holding facility between the hours of 10:00 p.m. and 9:00 a.m. Applicant, when depositing trash and recyclables in outside containers, shall, at all times, make reasonable efforts to minimize noise that could disturb residents. Applicant shall inspect the immediate alley and sidewalk (up to and including the curb) twice daily for refuse and other materials in maintaining clean presence in these areas. Applicant shall require its trash and recycling contractors to pick up trash and materials after 9:00 a.m. Applicant will not install exterior public pay telephones. Applicant and the community have agreed to modifications that Applicant shall make to the rear of the property designed to deter rat activity. Applicant shall make and maintain these modifications, as needed.

3. Parking and Deliveries. Applicant shall not park vehicles in the rear of the premises in the public alley. Applicant shall post no parking signs on the building in the alley. Applicant shall use reasonable efforts to prevent delivery and other service vehicles from parking or standing in the alley for longer than 15 minutes.
4. Hours of Operation. Section 9 of the Voluntary Agreement is deleted and replaced with the following:
  - (a) Applicant's hours of operation shall be as follows:  
11:00 a.m.-1:00 a.m. 7 days a week
  - (b) Notwithstanding the above hours of operations, Applicant shall not admit patrons later than ½ hour prior to the above-stated hours except for pick up of carryout. It is the intention of this provision that admitting late patrons who would not have the opportunity to order a meal is inconsistent with the emphasis of the operation on food service.
  - (c) Applicant shall announce a last call for a sale of alcoholic beverages at least ½ half hour prior to the above-stated hours.
  - (d) Up until one hour prior to closing, Applicant's kitchen facilities shall remain open with food service available.
  - (e) Licensee has conceded to the above limitation on hours ("Limitation on Hours") with the understanding that the limit will be reviewed by the parties at the end of nine (9) months from the date this Amendment is signed. If experience demonstrates Applicant's operations have not had a negative impact on peace, order and quiet, ANC 2F agrees to consider increasing the hours and if problems have occurred, Licensee agrees to consider reducing such hours. The parties shall act in good faith with respect to negotiations regarding any difference, and shall appeal to the Alcoholic Beverage Control Board to resolve any differences if they cannot agree. In the event the parties are unable to reach an agreement on or before April 1, 2011, either party may at any time, thereafter, petition the Board for a Fact Finding hearing for resolution of an impasse in negotiations. Upon petition to the Board, the parties shall have until five (5) days before the scheduled Fact Finding hearing, to submit in writing, their last written offers for

language for Limitation of Hours. The Board shall consider the parties' proposal and render an Order approving a replacement Limitation on Hours, or a determination that any such limitation be eliminated.

6. Pub Crawls and Promotions. Applicant shall not participate in pub crawls, nor shall Applicant offer "all you can drink" specials or events.
7. Rat, Pest and Vermin Control. Applicant shall maintain a contract for the professional, licensed rat, pest and vermin control company to provide at least weekly service within the premises and in the areas surrounding the dumpster. Applicant, shall, upon request of ANC 2F, provide a copy of the contract.
8. Occupancy. Section 10 of the Agreement is deleted. Matters of occupancy shall be enforced by the D.C.R.A., with the understanding that Applicant commits to the provision on occupancy set forth in the whereas clause set forth above.
9. Community Cooperation. Applicant shall provide the community with the name and cell phone number of an owner, manager, or other responsible person who may be contacted concerning any issues arising under this Amendment or any issues related to the operation of Applicant's business. Applicant acknowledges that the name and telephone number may be published by ANC 2F, including publication on the web site.
10. Agreement in Effect. Except as otherwise specifically provided herein, the Voluntary Agreement remains in full force and effect.
11. Withdrawal of Protest. Subject to acceptance of this Amendment by the Alcoholic Beverage Control Board, ANC 2F consents to Applicant's substantial change approval request, as modified herein, and withdraws its protest to the substantial change approval.
12. Counterparts. This Agreement will be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

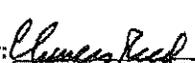
IN WITNESS WHEREOF, the parties have executed this Amendment and of the date of year first above written.

APPLICANT:

Thai Tonic, Inc.

By:   
Suriyan Scorsat

Advisory Neighborhood Commission 2F

By:   
Charles Reed, Chair



VERITAS

Veritas Licensing & Legislative Affairs

Andrew J. Kline\* Director

Terry Brennan License Administrator

Jes Julius Executive Assistant

July 21, 2010

**VIA E-MAIL AND HAND DELIVERY**

Thea D. Davis  
Assistant Attorney General  
Office of the General Counsel  
Alcoholic Beverage Regulation Administration  
1250 U Street, N.W., 3rd Floor  
Washington D.C. 20009

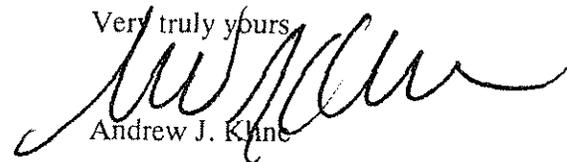
**RE: Amendment to Voluntary Agreement;  
Thai Tanic, Inc. and ANC 2F  
1326-A 14<sup>th</sup> Street, NW**

Dear Ms. Davis:

Enclosed is a revised Amendment to Voluntary Agreement signed by Suriyan Scorsat on behalf of Thai Tanic, Inc. and Charles Reed, Commissioner, ANC 2F. When the Board reviewed the initial Amendment on June 23, 2010, they expressed concern with certain provisions. The parties have made revisions to the Amendment in an effort to alleviate the Board's concerns. Upon Board acceptance of the Amendment, please withdraw the protest of ANC 2F, and direct ABRA staff to process the substantial change of the liquor license.

If you have any questions regarding the foregoing or the enclosed, please do not hesitate to contact me.

Very truly yours



Andrew J. Kline

AJK/jrj

cc: Cynthia Simms, ABRA  
Charles Reed, Commissioner, ANC 2F  
Suriyan Scorsat  
(all via e-mail)

\*A non-lawyer representative providing representation before DC departments and agencies as permitted by statute or agency rule.

1225 19<sup>th</sup> Street, NW . Suite 320 . Washington, DC 20036 | p.202.686.7600 | f.202.293.3130

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

<hr/>	)	
<b>In the Matter of:</b>	)	
	)	
Thai Tanic, Inc.	)	
t/a Thai Tanic	)	
	)	
Application for a Retailer's Class	)	Application no. 50187
CR License (renewal)	)	2002-206
at premises	)	
1326 14 <sup>th</sup> Street, N.W, Suite A	)	
Washington, D.C.	)	
<hr/>	)	

Cary Silverman, President, on behalf of the Logan Circle Community Association;  
Timothy Hillard, on behalf of Rhode Island West Association; Leslie Miles, Chairperson,  
on behalf of the Advisory Neighborhood Commission 2F; and Suriyan C. Scorsat,  
President, on behalf of the Applicant

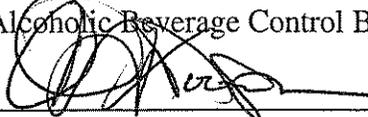
**BEFORE:** Roderic L. Woodson, Esquire, Chair  
Vera Abbott, Member  
Charles Burger, Member  
Laurie Collins, Member  
Judy Moy, Member  
Ellen Opper-Weiner, Esquire, Member  
Audrey Thompson, Member

**ORDER ON VOLUNTARY AGREEMENT**

This matter came before the Board for approval on June 26, 2002. The signatories to the attached voluntary agreement dated June 5, 2002, submitted the agreement to the Board in accordance with 23 DCMR Section 1513 (June 1997).

Having determined that the agreement complies with all applicable laws and regulations and the applicant qualifies for licensure, the Board does hereby this July day of 24 2002, **APPROVE** the license application conditioned on the applicant's compliance with the terms of the voluntary agreement and **INCORPORATE** the text of the same into the Order.

District of Columbia  
Alcoholic Beverage Control Board

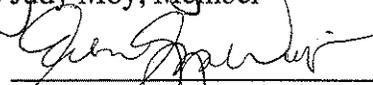
  
Roderic L. Woodson, Esquire, Chair

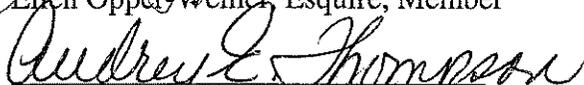
  
Vera Abbott, Member

  
Charles Burger, Member

  
Laurie Collins, Member

  
Judy Moy, Member

  
Ellen Opper-Weiner, Esquire, Member

  
Audrey E. Thompson, Member

**VOLUNTARY AGREEMENT**

THIS VOLUNTARY AGREEMENT ("Agreement") is made this 5<sup>th</sup> of June, 2002, by and between Thai Tanic Inc. ("Applicant") AND the Logan Circle Community Association ("LCCA"), the Rhode Island West Association ("RI West") and Advisory Neighborhood Commission 2F ("ANC2F") (jointly "the Community").

WITNESSETH

WHEREAS, Applicant has applied for a retailer license Class CR for premises at 1326 Suite A 14<sup>th</sup> Street, N.W., Washington, D.C. Application No. \_\_\_\_\_;

WHEREAS, the Applicant and the Community has agreed to enter into this Agreement and to request that the Alcohol Beverage Control Board approve the Applicant's license application and support a stipulated license, which is a temporary license pending final approval effective immediately, conditioned upon the Applicant's compliance with the terms of this written Agreement.

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. Applicant will operate as a full-service restaurant with full lunch and dinner menu service.
3. Noise and Privacy. Applicant will comply with the D.C. Noise Control Act, and make any necessary architectural improvements to ensure that music, noise and vibration from

the establishment are not audible from within the adjacent residential property owners' reasonable use of outdoor areas of their property.

4. Public Space and Trash. Applicant agrees to hold all recyclable materials and perishable food waste within the building until the morning of the scheduled pickup. Trash and recyclable materials will not be deposited into an outside dumpster or other exterior holding facilities between the hours of 11:00 p.m. and 8:30 a.m. Applicant will also inspect the immediate alley and sidewalk (up to and including the curb) twice daily for refuse and other materials and maintain a clean presence in these areas. Applicant shall require its trash and recycling contractors to pick up trash and materials after 9:00 a.m. Applicant will install and maintain a rat-proof fence in the rear of the property to the satisfaction of the Community. Applicant will not install exterior public pay telephones.

5. Dancing and Music. Applicant shall not offer, create facilities for, or otherwise encourage or permit dancing by patrons or employees. Applicant may not have a dance floor. Applicant shall not have live music or disc jockeys. Applicant shall keep all recorded music at a level that is inaudible from outside the establishment.

6. Patrons. Applicant shall take reasonable steps to prevent its patrons from causing noise or disturbances in front of the establishment during the hours of operation and as they depart at closing.

7. Security. Applicant shall reasonably control unruly behavior by its patrons, whether on or in the area immediately adjacent to its premises.

8. Agreement Available Upon Demand. A copy of this Agreement shall be kept on the premise and made available to any person, including, but not limited to, law enforcement

officer, Alcohol Beverage Regulatory Administration inspector or other official, LCCA Board member, RI West Board member, or ANC2F Commissioner immediately upon request.

9. Hours of Operation. Applicant's current hours of operation are as follows:

Monday – Thursday	11:00 a.m. to 10:00 p.m.
Friday	11:00 a.m. to 11:00 p.m.
Saturday	12:00 p.m. to 11:00 p.m.
Sunday	12:00 p.m. to 10:00 p.m.

Applicant may extend its hours no later than 12:00 a.m. without amendment of this Agreement. The Application shall provide notice to the Community of any change in hours of operation. Up until one (1) hour prior to closing, Applicant's kitchen facilities shall remain open with full menu service. To the extent there are problems resulting from Applicant's hours of operation, the parties hereto agree to in good-faith meet to discuss solutions to such problems including, at a minimum, any necessary reduction in hours.

10. Occupancy. Current occupancy of the establishment is forty nine (49) people seated on the restaurant floor and eight (8) people at the bar for a total of fifty seven (57) people. Applicant may expand its occupancy by no greater than twenty (20) percent without amendment of this Agreement. The Application shall provide notice to the Community of any change in occupancy.

11. Participation in the Community. In order to maintain an open dialogue with the community, Applicant is strongly encouraged to regularly send a representative to ANC2F meetings, which occur on the first Wednesday of each month at 7:00 p.m. at the Washington Plaza Hotel, 10 Thomas Circle, Washington, D.C. 20005, and LCCA Meetings, which occur on the second first Wednesday of each month at 7:00 p.m. at the Washington Plaza Hotel. Applicant, upon notice from the ANC, LCCA, or RI West shall send a representative of the

establishment to a meeting(s) of the respective organization to discuss and find ways to reasonably resolve any problems associated with its operations.

12. License Ownership. Applicant agrees to abide by all ABC regulations regarding ownership of the license. Applicant also agrees to be the sole owner of the ABC license. Applicant agrees not to transfer or sell the license to any other entity before obtaining approval from the Alcohol Beverage Control Board. Applicant agrees to specifically notify any prospective transferee, assignee, or contractee of the existence of this Agreement and to provide them with a copy.

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

14. Notices. In the event of a violation of the provisions of this Agreement, Applicant shall be notified in writing by the person alleging such violation and given the opportunity to cure such violation within thirty (30) days thereafter before action against the Applicant on the basis of such violation may be undertaken. A material violation of this Agreement or its ABC license by Applicant that has not been corrected after such thirty (30) days' notice shall constitute cause for seeking a Show Cause Order from the ABC Board. Any notices required to be made under this Agreement shall be made in writing and mailed by certified mail, return receipt requested, postage prepaid, or hand-delivered, to the Community. Notice is deemed to be received upon mailing. Notice is to be given as follows:

1. If to Applicant, to:

Suriyan c. Scorsat  
President  
Thai Tanic Inc.  
1326 14<sup>th</sup> Street, N.W.  
Washington, D.C. 20005

THAI TANIC VOLUNTARY AGREEMENT  
PAGE 5 OF 6

2. If to LCCA, to:

Logan Circle Community Association  
Attn: President  
Mid City Station – P.O. Box 12007  
Washington, D.C. 20005

3. If to RI West, to:

Timothy Hillard  
1317 Rhode Isl. Ave. NW  
Washington, D.C. 20005

4. If to ANC2F, to:

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

Applicant 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 or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the Alcohol Beverage Control Board.

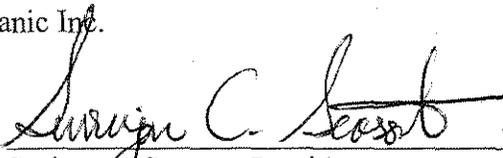
15. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

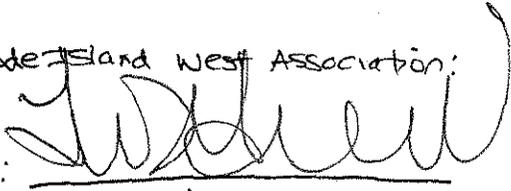
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

WITNESS:

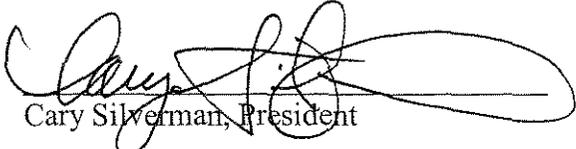
APPLICANT:

Thai Tanic Inc.

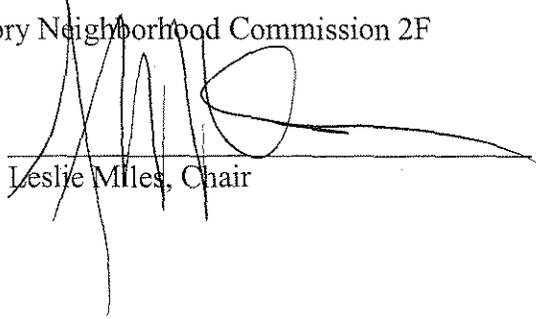
By:   
Suriyan C. Scorsat, President

Rhode Island West Association:  
By:   
Timothy Hillard

Logan Circle Community Association:

By:   
Cary Silverman, President

Advisory Neighborhood Commission 2F

By:   
Leslie Miles, Chair

Logan Circle  
COMMUNITY ASSOCIATION

P.O.Box 12007 Mid City Station NW • Washington, DC 20005 • [www.logancircle.org](http://www.logancircle.org)

June 18, 2002

Government of the District of Columbia  
Department of Consumer and Regulatory Affairs  
Business Regulation Administration  
Alcoholic Beverage Regulation Administration  
941 North Capitol Street, N.E., 7th Floor  
Washington, D.C. 20002

*Re: Application of Thai Tanic Inc.  
Voluntary Agreement in Support of Stipulated License*

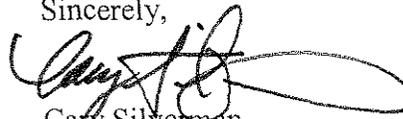
To Whom It May Concern:

Enclosed please find a Voluntary Agreement entered between Thai Tanic Inc. (the "Applicant") and the Logan Circle Community Association, Rhode Island West Association, and Advisory Neighborhood Commission ("ANC") 2F (jointly "the Community") for the premises at 1326 Fourteenth Street, N.W. The Voluntary Agreement was unanimously approved by ANC 2F at its June 5, 2002 meeting and is signed by its Chairperson, Leslie Miles.

The Applicant is a community-friendly, family-owned business that we have welcomed to our neighborhood. For this reason, the Community supports a stipulated license, effective immediately, conditioned upon the Applicant's compliance with the terms of the Voluntary Agreement.

Please do not hesitate to contact me at (202) 238-9109 or [csilverman@logancircle.org](mailto:csilverman@logancircle.org) if you have any questions or require additional information.

Sincerely,



Cary Silverman  
President

Enclosure

Cc: Leslie Miles, Chair, ANC 2F  
Timothy Hillard, President, Rhode Island West Association  
Suriyan c. Scorsat, President, Thai Tanic Inc.