

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

**In the Matter of:** \_\_\_\_\_ )

Kitch Group, Inc. )  
t/a Neisha Thai Cuisine )

Application to Renew the )  
Retailer's Class CR License )  
at premises )  
4445 Wisconsin Ave., N.W. )  
Washington, D.C. 20016 )

License No. 60576  
Order No. 2007-0091

\_\_\_\_\_  
Kitch Group, Inc., t/a Neisha Thai Cuisine, the Applicant.

Catherine J. Wiss, Chairperson, Advisory Neighborhood Commission 3F

**BEFORE:** Peter B. Feather, Chairperson  
Vera M. Abbott, Member  
Judy A. Moy, Member  
Audrey E. Thompson, Member  
Albert G. Lauber, Member  
Mital M. Gandhi, Member

**ORDER ON VOLUNTARY AGREEMENT**

The official records of the Alcoholic Control Board (Board) reflect that Rick Kitchrayotin, on behalf of the Applicant and Catherine J. Wiss, Chairperson of Advisory Neighborhood Commission (ANC) 3F (collectively, the Parties) have entered into a Voluntary Agreement (Agreement) dated June 18, 2007 setting forth the terms and conditions by which the Applicant would operate their establishment. The Agreement has been reduced to writing and has been properly executed and filed with the Board. Both Parties are signatories to the Agreement.

**Kitch Group, Inc.**  
**t/a Neisha Thai Cuisine**  
**License No. 60576**  
**Page Two**

Accordingly, it is this 10th day of October 2007, **ORDERED** that:

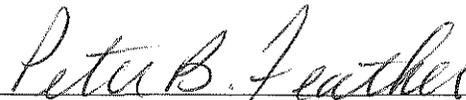
1. The above-referenced Voluntary Agreement is **INCORPORATED** as part of this Order; and

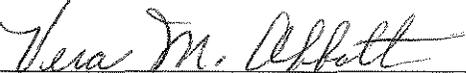
2. The Application of Kitch Group, Inc. t/a , Neisha Thai Cuisine, 4445 Wisconsin Ave., N.W., Washington, D.C. 20016, for renewal of its Retailer's Class CR License is **APPROVED**;

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

**Kitch Group, Inc.**  
**t/a Neisha Thai Cuisine**  
**License No. 60576**  
**Page Three**

District of Columbia  
Alcoholic Beverage Control Board

  
Peter B. Feather, Chairperson

  
Vera M. Abbott, Member

  
Judy A. Moy, Member

  
Audrey E. Thompson, Member

Albert G. Lauber, Member



Mital M. Gandhi, 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, 941 North Capitol Street, N.E., Suite 7200, Washington, D.C. 20002.

## VOLUNTARY AGREEMENT

Made this 18th day of June 2007 by and between the Kitch Group, Inc., t/a Neisha Thai Cuisine (the Applicant) and Advisory Neighborhood Commission 3F, North Cleveland Park, Forest Hills, and Tenleytown (the ANC).

WHEREAS, pending before the District of Columbia Alcoholic Beverage Control Board, is the Applicant's application for a Retailer's Class "CR" liquor license for its premises at 4445 Wisconsin Avenue, N.W., License #60756, Application #50256; and

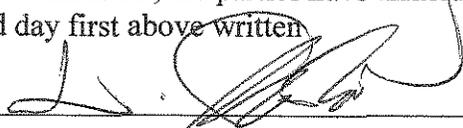
WHEREAS, both Applicant and the ANC ("the parties") desire to enter into an agreement commemorating certain understandings regarding Applicant's operating plans;

NOW, THEREFORE, in consideration of the premises above recited, and the mutual covenants and promises set forth below, the parties agree as follows:

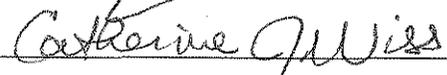
1. Applicant shall operate a *bona fide* restaurant on its premises.
2. The restaurant shall have a maximum of 152 seats inside and 46 seats outside at the sidewalk cafe for the exclusive use of dining patrons.
3. The bar will have a maximum of 12 seats primarily for the use of patrons waiting for dining service, but patrons may be given the option of dining at the bar if they wish.
4. Applicant's hours of operation and sales will be 11:00 a.m. to 11:00 p.m. Sunday through Saturday. Applicant's hours of entertainment will be 6:30 p.m. to 9:30 p.m. Sunday, Wednesday, and Thursday and 7:00 p.m. to 10:00 p.m. Friday and Saturday.
5. Alcoholic beverages will be served primarily in conjunction with full meal service. Applicant shall offer food service to its patrons at all times it is open. At no time shall a patron be able to purchase an alcoholic beverage from the Applicant and not be able to purchase food from the Applicant.
6. Applicant plans to offer take-out and delivery food service, but will not provide alcoholic beverages on a take-out or delivery basis.
7. Applicant shall present only soft background music for dining, either by live musicians or recordings. There shall be no other form of live entertainment. Music shall be soft enough that it is inaudible at nearby establishments and residences. Applicant agrees to resolve any complaints about noise level and music within 48 hours.
8. Applicant shall permit no form of dancing.
9. Applicant shall not install or utilize any equipment for the showing of videos or video games or juke boxes.
10. Applicant shall post no signs advertising liquor sales, happy hours, or the like.

11. Applicant will care for the public spaces that border the restaurant on Wisconsin Avenue and Albemarle Street.
12. Applicant shall comply with all aspects of the Civil Infractions Act and the Litter Control Administration Act. Applicant shall ensure that its trash is removed in a timely manner. Applicant shall ensure that trash receptacles remain closed and free of vermin at all times. Applicant will limit noise after closing when disposing of trash and bottles in the receptacles.
13. Applicant shall maintain its ventilating system in proper working order at all times and shall immediately address any neighborhood concerns regarding odors.
14. Applicant shall comply with Section 5(d)(3) of the D.C. Noise Control Act as it pertains to businesses and ensure that noise from all mechanical equipment (air-conditioning, refrigerator, heat pump, fan, or other mechanical equipment regardless of location) shall be prohibited in excess of sixty (60) dB when measured at the property line or as close to the property line as practical if there is an obstruction.
15. An ABC licensed manager, conversant with all aspects of this agreement, shall be on site at Applicant's premises during all hours of operation.
16. Any and all contemplated changes to Applicant's operation, as set forth herein or otherwise, will be brought to the attention of the ANC prior to implementation and will be implemented only after ANC approval, and when required by rules and regulations, ABC Board approval.
17. In consideration of and in reliance upon the commitments reflected in paragraphs 1-16 above, the ANC will advise the ABC Board that it does not oppose Applicant's pending application for Retailer's Class "CR" license.
18. The parties further agree that any failure of Applicant to adhere to the foregoing commitments would constitute grounds for the ANC to petition the ABC Board for issuance of an order to show cause to gain the Applicant's compliance with the terms of this Agreement.

IN WITNESS WHEREOF, the parties have affixed hereunto their hands and seals on the year and day first above written

By (signature):  for Applicant

Name and Title (print): RICK KITCHRAYOTIN

By (signature):  for ANC 3F

Name and Title (print): Catherine J. Wiss, Chair

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

<hr/>	)	
<b>In the Matter of:</b>	)	
	)	
The Kitch Group	)	
t/a Neisha Thai Cuisine	)	
	)	
Application for a Retailer's Class CR	)	
License – new	)	Application no. 50256
at premises	)	2004-8
4445 Wisconsin Avenue, N.W.	)	
Washington, D.C.	)	
<hr/>	)	

Catherine J. Wiss, Chairperson, on behalf of the Advisory Neighborhood Commission 3F, and Rick Likhit Kitchrayotin, President, on behalf of the Applicant, Signatories

**BEFORE:** Charles Burger, Interim Chairperson  
Vera Abbott, Member  
Laurie Collins, Member  
Judy Moy, Member  
Audrey Thompson, Member

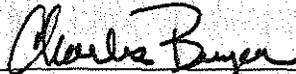
**ORDER ON VOLUNTARY AGREEMENT**

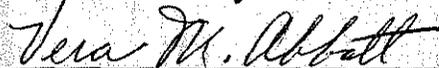
This matter came before the Board for approval on October 15, 2003. The signatories to the voluntary agreement, dated October 8, 2003, submitted an agreement to the Board in accordance with the D.C. Official Code Title 25, Section 446 (2001 Edition).

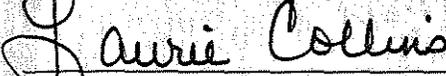
Having determined that the agreement complies with all applicable laws and regulations and the applicant qualifies for licensure, the Board does hereby this 22<sup>nd</sup> day of October 2003, **APPROVE** the license application conditioned on the applicant's compliance with the terms of the voluntary agreement and does **INCORPORATE** the text of the same into the Order

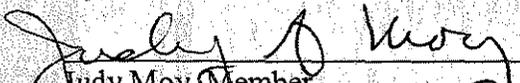
**The Kitch Group**  
**t/a Neisha Thai Cuisine**  
**Application no. 50256**  
**Page two**

District of Columbia  
Alcoholic Beverage Control Board

  
Charles Burger, Interim Chairperson

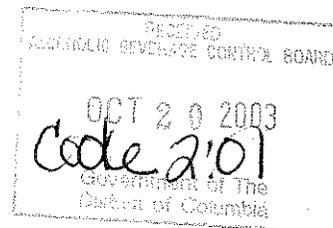
  
Vera Abbott, Member

  
Laurie Collins, Member

  
Judy Moy, Member

  
Audrey E. Thompson, Member

Government of the District of Columbia  
**ADVISORY NEIGHBORHOOD COMMISSION 3F**  
North Cleveland Park • Forest Hills • Tenleytown



3F01 - Carl R. Kessler, Treasurer  
3F02 - Karen L. Perry, Vice Chair  
3F03 - Robert V. Maudlin  
3F04 - David J. Bardin, Secretary  
3F05 - Judith M. Bernardi  
3F06 - Catherine J. Wiss, Chair  
3F07 - Stephen N. Dennis



PMB 244  
4401- A Connecticut Avenue, N.W.  
Washington, D.C. 20008-2322  
web site: [www.anc3f.org](http://www.anc3f.org)  
e-mail: [ANC3F@juno.com](mailto:ANC3F@juno.com)  
Phone: 202.362.6120  
Fax: 202.686.7237

October 8, 2003

Sent Via Fax and Mail

Mr. Charles Burger, Interim Chairman  
Alcoholic Beverage Control Board  
Suite 7200  
941 North Capitol Street, NE  
Washington, D.C. 20002

Re: Application No. 50256, "CR" License  
THE KITCH GROUP T/A NEISHA THAI CUISINE

Dear Mr. Burger:

At a duly noticed public meeting on September 29, 2003, Advisory Neighborhood Commission 3F voted 6-0-0, with a quorum present, not to object to the issuance of a new Retailer's Class "CR" license for the Kitch Group t/a Neisha Thai Cuisine at premises 4445 Wisconsin Avenue, N.W., Washington, D.C., on the basis of the attached voluntary agreement signed by the applicant and ANC 3F.

Sincerely,

Catherine J. Wiss  
Chair

Attachment (2 pages)

## VOLUNTARY AGREEMENT

Made this 8<sup>th</sup> day of October 2003 by and between THE KITCH GROUP, INC. T/A NEISHA THAI CUISINE (the Applicant) and Advisory Neighborhood Commission 3F, North Cleveland Park, Forest Hills, and Tenleytown (the ANC).

WHEREAS, pending before the District of Columbia Alcoholic Beverage Control Board, is the Applicant's application for a Retailer's Class "C" (Restaurant) liquor license for its premises at 4445 Wisconsin Avenue, N.W., Application # 50256; and

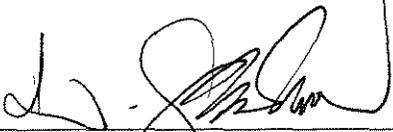
WHEREAS, both Applicant and the ANC ("the parties") desire to enter into an agreement commemorating certain understandings regarding Applicant's operating plans;

NOW, THEREFORE, in consideration of the premises above recited, and the mutual covenants and promises set forth below, the parties agree as follows:

1. Applicant shall operate a *bona fide* restaurant on its premises.
2. The restaurant shall have a maximum of 152 seats inside for the exclusive use of dining patrons. This agreement does not cover service of alcoholic beverages at a sidewalk café in public space adjacent to the building until a certificate of use for a sidewalk café has been issued by the Public Space Committee and after notice to the ANC.
3. The bar will have a maximum of 12 seats primarily for the use of patrons waiting for dining service, but patrons may be given the option of dining at the bar if they wish.
4. Applicant's hours of operation will be 11:00 a.m. to 11:00 p.m., Sunday through Saturday.
5. Alcoholic beverages will be served primarily in conjunction with full meal service. Applicant shall offer food service to its patrons at all times it is open. At no time shall a patron be able to purchase an alcoholic beverage from the Applicant and not be able to purchase food from the Applicant.
6. Applicant plans to offer take-out food and delivery service, but will not provide alcoholic beverages on a take-out or delivery basis.
7. Applicant shall present only soft background music for dining, either by live musicians or recordings. There shall be no other form of live entertainment. Music shall be soft enough that it is inaudible from the sidewalk when the doors to the exterior of the restaurant are opened. Applicant shall permit no form of dancing.
8. Applicant shall not install or utilize any equipment for the showing of videos or video games or juke boxes.

9. Applicant will post no signs advertising liquor sales, happy hours, or the like.
10. Applicant will care for the public spaces that border the restaurant on Wisconsin Avenue and Albemarle Street.
11. Applicant shall comply with all aspects of the Civil Infractions Act and the Litter Control Administration Act. Applicant shall ensure that its trash is removed in a timely manner. Applicant shall ensure that trash receptacles remain closed and free of vermin at all times. Applicant will limit noise after closing when disposing of trash and bottles in the receptacles.
12. Applicant shall maintain its ventilating system in proper working order at all times and shall immediately address any neighborhood concerns regarding odors.
13. Applicant shall comply with Section 5(d)(3) of the D.C. Noise Control Act as it pertains to businesses and ensure that noise from all mechanical equipment (air-conditioning, refrigerator, heat pump, fan, or other mechanical equipment regardless of location) shall be prohibited in excess of sixty (60) dB (A) when measured at the property line or as close to the property line as practical if there is an obstruction.
14. An ABC licensed manager, conversant with all aspects of this agreement, shall be on site at Applicant's premises during all hours of operation.
15. Any and all contemplated changes to Applicant's operation, as set forth herein or otherwise, will be brought to the attention of the ANC prior to implementation and will be implemented only after ANC approval, and when required by rules and regulations, ABC Board approval.
16. In consideration of and in reliance upon the commitments reflected in paragraphs 1-15 above, the ANC will advise the ABC Board that it does not oppose Applicant's pending Application # 50256 for a Retailer's Class "C" license.
17. The parties further agree that any failure of Applicant to adhere to the foregoing commitments would constitute grounds for the ANC to petition the ABC Board for issuance of an order to show cause to gain the Applicant's compliance with the terms of this Agreement.

IN WITNESS WHEREOF, the parties have affixed hereunto their hands and seals on the year and day first above written

By: , for Applicant

By: Catherine J. Williams, Chair, ANC 3F