

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

_____)	
In the Matter of:)	
Chareon, Inc.,)	License Number: 82154
t/a Absolute Thai)	ORDER NUMBER: 2009-221
)	
New Application for Retailer's)	
Class CR License)	
at premises)	
521 G Street, N.W.)	
Washington, D.C. 20001)	
_____)	

Chareon, Inc., t/a Absolute Thai, Applicant

Karen Wirt, Chair, Advisory Neighborhood Commission 6C (ANC 6C)
Miles Groves, Downtown Neighborhood Association, Inc.
Meredith Mordenhauer, Myrene Condominium Unit Owners Association, Inc.

BEFORE: Peter B. Feather, Chairperson
Mital M. Gandhi, Member
Nick Alberti, Member
Charles Brodsky, Member
Donald Brooks, Member
Herman Jones, Member

ORDER ON VOLUNTARY AGREEMENT

The official records of the Alcoholic Control Board (Board) reflect that Chareon, Inc., t/a Absolute Thai (Applicant), filed an Application for a New Retailer's Class CR License located at 521 G Street, N.W., Washington D.C., and Karen Wirt, Chair, ANC 6C, the Downtown Neighborhood Association, Inc., and the Myrene Condominium Unit Owners Association, Inc. (collectively, the Parties), have entered into a Voluntary Agreement (Agreement) dated July 7, 2009, 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 Wirt, the Downtown Neighborhood Association, and the Myrene Condominium Unit Owners Association are signatories to the Agreement.

Chareon, Inc.
t/a Absolute Thai
License No: 82154
Page 2

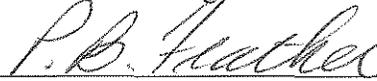
Accordingly, it is this 9th day of September 2009, **ORDERED** that:

1. The Application filed by Chareon, Inc., t/a Absolute Thai, for the renewal of its Retailer's Class A license located at 521 G Street, N.W., Washington, D.C., is **GRANTED**

2. This 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 and ANC 6C (on behalf of the other signatories).

District of Columbia
Alcoholic Beverage Control Board



Peter B. Feather, Chairperson

Mital M. Gandhi, Member



Nick Alberti, Member

Charles Brodsky, Member



Donald Brooks, Member



Herman Jones, 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

THIS VOLUNTARY AGREEMENT ("Agreement") is made on this 7 day of July 2009 by and between _____ LLC t/a Absolute Thai ("Applicant"), and Advisory Neighborhood Commission 6C, the Downtown Neighborhood Association, Inc. and the Myrene Condominium Unit Owners Association, Inc. ("Protestant"), (collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant has applied for a License Class R for a business establishment ("Establishment") located at 521 G St, NW, Washington, D.C. 20001 ("Premises");

WHEREAS, Protestants are entities that can file a timely protest (the "Protest") against the issuance of the Applicant's license application pursuant to D.C. Official Code § 25-601(1) and 601(4), respectively;

WHEREAS, the Parties have agreed to enter into this Agreement and the Protestants agree not to Protest 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 a Voluntary 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:

Sunday through Thursday 6 a.m.– 11 p.m.

Friday and Saturday 6 a.m. – 12 midnight

The Applicant's hours for selling and serving alcohol shall be as follows:

Sunday through Thursday 8 a.m.– 11 p.m.

Friday and Saturday 8 a.m. – 12 midnight

The Parties shall discuss the Applicants opening of a sidewalk café at a future date to determine mutually acceptable times and terms.

4. **Noise and Privacy.** Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall make architectural improvements to the property and take all necessary actions to ensure that music, noise and vibration from the Establishment are not audible within the adjacent residential properties. No live music or entertainment will be performed at the Establishment. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry or exit doors.
5. **Public Space and Trash.** Applicant shall keep the sidewalk (up to and including the curb), tree box(es), curb, and alley 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. Applicant shall not block or create a safety hazard at the rear of the Myrene, 703 6th Street, with trash or dumpsters.
6. **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 Protestants. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there are not garbage and odors present the following morning.
7. **Security Cooperation in Stemming Illegal Drugs and Public Drinking.** Applicant agrees that it shall take all necessary steps to minimize such problems, including, without limitation, designating a sufficient number of employees to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; monitoring for and prohibiting sales or use of illegal drugs within or about the Premises, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises. This will include providing an appropriate number of security officers, at all times when the Establishment is open to the public, who shall be responsible for ensuring that any individuals who are simply loitering are asked to move along.
8. **License Ownership and Compliance with ABRA Regulations.** Applicant promises to Protestants 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, and agrees that Protestants shall have standing to ask the ABC Board to enforce any violations of the agreement. Applicant also specifically agrees to be the sole owner of the ABC license.

9. **Participation in the Community.** Applicant agrees to seek to maintain open communication with the Protestants, and the community for which the ANC acts. To this end, Applicant shall from time to time be represented at ANC 6C public meetings, which currently occur on the second Wednesday of each month at 7 p.m. Applicant, upon notice from the ANC shall send a representative of the Establishment to a meeting(s) to confer and deal in good faith with issues raised under this Agreement,

10. **Notice and Opportunity to Cure.** In the event that any of the parties is in breach of this Agreement, it 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 an 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 seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-447. 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: *Absolute Thai*
 521 G Street, N.W D.C 20001

If to Protestants: Advisory Neighborhood Commission 6C
 P.O. Box 77876
 Washington, DC 20013-7787
 Attn: Chair of Alcoholic Beverage Licensing Committee

Notice shall be copied to the Single Member District Commissioner also.

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 ABC Board or any other enforcement action.

PROTESTANT:

ANC6C

KAREN WIRT
By: Printed Name

Karen J. Wirt
Signature

7. 11. 09
Date

Downtown Neighborhood Association, Inc.

Miles E. CROSBY
By: Printed Name

Miles E. Crosby
Signature

7/7/09
Date

Myrene Condominium Unit Owners Association, Inc.

MUELLE DUFFIN MOLDER HARVEY
By: Printed Name

Muelle Duffin Molder Harvey
Signature

7/10/09
Date

APPLICANT:

Absolute Thai Restaurant
Establishment's Name

Kitti Srithongkum
By: Printed Name/ Title

7/7/09
Date

Kitti S
signature