

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

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In the Matter of:)	
Contong LLC)	
t/a Sanphan Thai Cuisine)	
)	
Applicant for a Retailer's)	License No. 80016
Class CR License)	Order No. 2009-015
at premises)	
)	
653 Pennsylvania Ave., S.E.)	
Washington, D.C. 20003)	
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Contong LLC t/a Sanphan Thai Cuisine, Applicant

Julie Olson, Chairperson, Advisory Neighborhood Commission 6B

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 Contong LLC t/a Sanphan Thai Cuisine Applicant of a Retailer's Class CR license, located at 653 Pennsylvania Ave., S.E., Washington D.C., and Julie Olson, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 6B, (collectively, the Parties) have entered into a Voluntary Agreement (Agreement) dated December 9th, 2008 setting forth the terms and conditions that govern the operation of the Licensee's establishment.


The Agreement authorizes hours of operation and hours of sale and service of alcoholic beverages from 11:00 a.m. to 11:00 p.m., Monday through Friday and from 11:00 a.m. to 11:30 p.m. on Saturday and Sunday. The Agreement has been reduced to writing and has been properly executed and filed with the Board. Both the Applicant and Commissioner Olson are signatories to the Agreement.


Contong LLC
t/a Sanphan Thai Cuisine
License No. 80016
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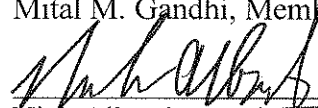
Accordingly, it is this 22nd day of January 2009, **ORDERED** that:

1. The above-referenced Voluntary Agreement between Contong LLC t/a Sanphan Thai Cuisine located at 653 Pennsylvania Ave., S.E., Washington, D.C., and ANC 6B to govern the operations of the Applicant's establishment is **APPROVED**;
2. This Agreement is **INCORPORATED** as part of this Order; and
3. Copies of this Order shall be sent to the Applicant and to ANC 6B.

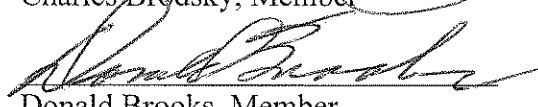
District of Columbia
Alcoholic Beverage Control Board


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.

COOPERATIVE (VOLUNTARY) AGREEMENT

THIS VOLUNTARY AGREEMENT ("Agreement") is made on this 9th day of December 2008 by and between Chontong, LLC, t/a Sanphan Thai Cuisine ("Applicant"), and Advisory Neighborhood Commission 6B, Collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant's application for issuances of a Retailers' Class "C" Restaurant License, 653 Pennsylvania Avenue, S.E. Washington, DC, 20003, is now pending before the District of Columbia Alcoholic Beverage Control Board (ABC); and,

WHEREAS, the premises is within the boundaries of the ANC, and,

WHEREAS, the Parties desire to enter into an agreement governing certain understandings regarding the issue of a Retailers' Class "C" Restaurant Liquor License at the subject premises; 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 promote the peace, order and quiet of the neighborhood. Both parties recognize the importance of business neighborhoods that are safe, clean, and "pedestrian friendly".

NOW, THEREFORE, 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 new CR license for a full service restaurant. Any music will be limited to background and recorded music only. There will be no speakers on the outside. There will be no cover charge or dancing. Any change from this model concerning later hours 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:

Monday through Friday 11 AM – 11 PM,
Saturday and Sunday 11 AM – 11:30 PM
4. ***Floors Utilized and Occupancy.*** The Applicant will operate its establishment on the first floor of the building. The Establishment shall not exceed 35 seated patrons.

5. ***Sidewalk Café.*** Applicant has not applied to operate a sidewalk café at this time.
6. ***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. Applicant agrees to keep its doors closed when live music is being played 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. Applicant will ensure timely disposal that is the least disruptive to the neighbors and that commercial trash pick up will only take place between 7 a.m.-7 p.m.
7. ***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. The Applicant agrees to obtain a dumpster to be placed in the rear of the building. Applicant shall ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and so that no garbage is placed on the abutting property. Applicant will ensure timely disposal that is the least disruptive to the neighbors and that commercial trash pick up will only take place between 7 a.m.-7 p.m.
8. ***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 ANC. Applicant shall have the Establishment and the area around the Premises properly cleaned at closing.
9. ***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 control unruly patrons. Applicant shall to the full extent permissible by law discourage loitering in the front of the Premises at all times when the Establishment is open to the public, and shall request that any individuals who are simply loitering are asked to move along.
10. ***License Ownership and Compliance with ABRA Regulations.*** Applicant promises to abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees. This agreement will remain in full force and effect in event applicant sells this business.
11. ***Participation in the Community.*** Applicant agrees to seek to maintain open communication with the community for which the ANC acts. To this end, Applicant shall from time to time be represented at ANC 6B public meetings, which currently occur on the second Tuesday of each month at 7 p.m. at the Old Naval Hospital, 921 Pennsylvania Avenue, SE, Washington, D.C. 20003. 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,

