

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

<b>In the Matter of:</b>	)	
	)	
Canal Park Entertainment, LLC	)	
t/a Il Parco	)	
	)	
Holder of a	)	License No. ABRA-089126
Retailer's Class CR License	)	Order No. 2016-385
	)	
at premises	)	
202 M Street, S.E.	)	
Washington, D.C. 20003	)	
	)	

Canal Park Entertainment, LLC, t/a Il Parco (Licensee)

Andy Litsky and Dr. Coralie Farlee, Advisory Neighborhood Commission (ANC) 6D

**BEFORE:** Donovan Anderson, Chairperson  
Nick Alberti, Member  
Mike Silverstein, Member  
Ruthanne Miller, Member  
James Short, Member

**ORDER ON COOPERATIVE AGREEMENT**

The official records of the Alcoholic Beverage Control Board (Board) reflect that Canal Park Entertainment, LLC, t/a Il Parco (Licensee), and ANC 6D have entered into a Cooperative Agreement (Agreement), dated May 9, 2016, that governs the operation of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson Andy Litsky and Dr. Coralie Farlee, on behalf of ANC 6D, are signatories to the Agreement.

Accordingly, it is this 15th day of June, 2016, **ORDERED** that:

1. The above-referenced Cooperative Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modifications:

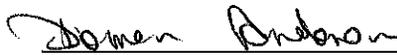
Section 2 (Hours of Operation and Sales) – The first sentence shall be modified to read as follows: “The Licensee’s hours of operation of the Entertainment on the inside and on the ground level summer garden shall be...”

Section 11 (Notice and Opportunity to Cure) – The third sentence shall be modified to read as follows: “If Licensee fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30-day to cure, fails to commence cure of such breach and diligently pursued such cure) failure shall constitute a cause for filing a complaint with the ABC Board pursuant to D.C. Official Code § 25-447.”

The parties have agreed to these modifications.

2. This Cooperative Agreement replaces and supersedes previous Agreements between the parties; and
3. Copies of this Order shall be sent to the Applicant and ANC 6D.

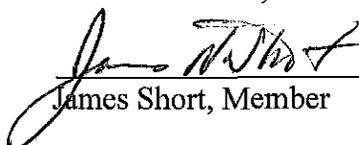
District of Columbia  
Alcoholic Beverage Control Board

  
\_\_\_\_\_  
Donovan Anderson, Chairperson

  
\_\_\_\_\_  
Nick Alberti, Member

  
\_\_\_\_\_  
Mike Silverstein, Member

\_\_\_\_\_  
Ruthanne Miller, Member

  
\_\_\_\_\_  
James Short, Member

Pursuant to D.C. Official Code § 25-433(d)(1), 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, 2000 14<sup>th</sup> Street, N.W., Suite 400S, Washington, DC 20009.

Also, pursuant to section 11 of the District of Columbia Administrative Procedure Act, Pub. L. 90-614, 82 Stat. 1209, D.C. Official Code §2-510 (2001), and Rule 15 of the District of Columbia Court of Appeals, any party adversely affected has the right to appeal this Order by filing a petition for review, within thirty (30) days of the date of service of this Order, with the District of Columbia Court of Appeals, 430 E Street, N.W., Washington, D.C. 20001; (202/879-1010). However, the timely filing of a Motion for Reconsideration pursuant to 23 DCMR §1719.1 (2008) stays the time for filing a petition for review in the District of Columbia Court of Appeals until the Board rules on the motion. See D.C. App. Rule 15(b) (2004).

★ ★ ★ **Advisory Neighborhood  
Commission 6D**

1001 4<sup>th</sup> Street, SW, Suite W130  
• Washington, DC 20024  
ANC Office: 202 554-1795 ■ FAX: 202 554-1774  
[office@anc6d.org](mailto:office@anc6d.org) 2016 MAY 10 AM 10:13

J

**COOPERATIVE AGREEMENT**

THIS COOPERATIVE AGREEMENT ("Agreement") is made on this 9th day of May 2016 by and between Canal Park LLC, t/a Il Parco, 202 M Street, SE, Washington, DC 20003 ABRA License # 089126 ("Licensee"), and Advisory Neighborhood Commission 6D ("The ANC"), (collectively, the "Parties"). This Cooperative Agreement replaces the following previous agreements which were registered under Canal Park Entertainment, t/a Park Tavern: Voluntary/Cooperative Agreement of February 13, 2012 -- Board Order of July 25, 2012; as well as Amendment to the Agreement dated August 8, 2013 -- Board Order October 2, 2013.

**PREAMBLE**

Through this agreement, both parties aim to create an environment in which the Licensee may operate as a viable contributing establishment in the ANC6D community.

**WITNESSETH**

WHEREAS, Licensee has a Class CR license for a business ("Establishment") with indoor space, two summer gardens, and Entertainment endorsement located at 202 M Street, SE, Washington, DC, 20003, ("Premises"); and

WHEREAS, the Licensee agrees to work regularly with ANC6D and its representatives, other neighborhood organizations, and residents to ensure that the business operations facilitate the enjoyment of the surrounding neighborhood; and

WHEREAS, the Parties are desirous of updating and replacing the existing agreements 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, within the ANC, on (i) the peace, order and quiet of the neighborhood and (ii) parking, pedestrian safety and vehicular traffic, to protect the interests of the neighborhood, its residents and other businesses, and to eliminate the need for a Protest Hearing regarding the license application; and

WHEREAS, All parties believe that the statements and provisions contained in this agreement are reasonable and shall become wholly integrated into the day-to-day operation of the Establishment. Any change from this model shall be considered by both Parties to be of great concern to residents and requires prior approval by the Alcoholic Beverage Control Board ("ABC Board"); and

WHEREAS, the Parties have agreed to enter into this Agreement and request that the ABC Board approve this revised 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 the Business.*** The Licensee will manage and operate an Establishment with a total occupancy of 255 (130 inside, and 125 outside) with the outside area consisting of two summer gardens: the summer garden on the ground level has 75 seats; the upper summer garden is used for events only and has a seating capacity of 50. There shall be no standing patrons in the inside area and the upper summer garden. There may be live and recorded music in the inside area and ground level summer garden.
3. ***Hours of Operation and Sales.***  
The Licensee's hours of operation of the Establishment and the hours of sale and service of alcohol in the indoors areas and the two Summer Gardens shall be:  
Sunday to Thursday, 8:00 a.m. to 2:00 a.m.; and  
Friday and Saturday, 8:00 a.m. to 3:00 a.m.; and  
**the hours of Entertainment in all three areas of the establishment shall be:**  
Sunday to Saturday, 11:00 a.m. to 12:00 a.m.
4. ***Parking/Public Transportation.*** It is a concern of the ANC that the Licensee's operation of the Establishment does not create or exacerbate parking problems within the ANC boundaries. We recognize that Licensee has no dedicated vehicular parking spaces and that often a large number of patrons and attendees of special events will be expected; therefore, we encourage the Licensee to notify patrons that street parking is very limited and inform them that convenient public transportation is available nearby.
5. ***Noise and Privacy.*** Licensee will strictly comply with D.C. Official Code § 25-725 and to that end shall take all necessary actions to ensure that music, noise and vibration from the Establishment (including the outdoor spaces) are not audible to the extent provided for in DC Official Code 25-725. If mutually determined by ANC6D and the Licensee that the area surrounding the Establishment has developed with additional residential and business occupants that are negatively affected by noise from the Establishment as provided for in DC Official Code 25-725, the Licensee and ANC6D shall work together to determine most appropriate options for noise mitigation, especially in the outdoor areas.
6. ***Public Space and Trash.*** Licensee shall keep the sidewalk area (up to and including the curb), tree box(es), curb, and alley clean and free of litter and other debris in compliance with D.C. Code and Municipal Regulations. A trash pick up service shall be provided on a daily basis. Licensee shall ensure that any dumpster for which Licensee is responsible does not encroach on the abutting property owners, that the area around the dumpster is kept clean at all times, and that no garbage will be placed on any abutting property.
7. ***Rats and Vermin Control.*** The Licensee shall provide rat and vermin control for its property. Licensee shall provide proof of its rat and vermin control contract upon the request of

the Alcoholic Beverage Regulation Administration ("ABRA") or the ABC Board. Licensee 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.

8. ***Security Cooperation in Stemming Illegal Drugs and Public Drinking.*** Licensee agrees that it shall take all necessary steps to minimize such problems. Licensee shall to the full extent permissible by law discourage loitering in the vicinity of the Premises. Licensee shall have security cameras in several locations which record and store information for at least 30 days whose recordings shall be made available to representatives of ABRA and/or MPD. No containers, cups, bottles/cans, etc. shall be permitted to leave the area regardless of content, excepting food and beverages, including re-corked wine bottles packaged 'to go.'"

9. ***License Ownership and Compliance with ABRA Regulations.*** Licensee promises to Protestants that it shall abide by all 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.

10. ***Participation in the Community.*** Licensee agrees to seek to maintain open communication with the Protestants, and the community for which the ANC acts.

11. ***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 Licensee 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 Licensee: Canal Park, LLC, t/a Il Parco  
Richard Cervera, Managing Member  
202 M Street, SE  
Washington, DC 20003  
Phone: 202-484-0699 (phone); e-mail: rickcervera@gmail.com

If to Protestants: Advisory Neighborhood Commission 6D  
1101 4<sup>th</sup> Street, S.W., Suite W130  
Washington, DC 20024  
Attn: Chair, ANC  
(202) 202 554-1795  
Fax (202) 202 554-1774  
Email: office@anc6D

