

BEFORE  
THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL BOARD

**In the Matter of :**

Corado's Restaurant, Inc.  
t/a Corado's Guatemalan Restaurant, Inc.

Application for a Retailer's License  
CR - renewal  
at premises  
3217 Mt. Pleasant Street, N.W.  
Washington, D.C.

Case No. 30088-99035P

**Laurie Collins, President, on behalf of the Mt. Pleasant Neighborhood Alliance, Protestant**

**Jesse C. Corrado, President, on behalf of Applicant**

**BEFORE: Roderic L. Woodson, Esquire, Chair**  
**Vera Abbott, Member**  
**Allen Beach, Member**  
**Ellen Opper-Weiner, Esquire, Member**  
**Max Salas, Member**  
**Audrey E. Thompson, Member**  
**Joseph Wright, Member**

**ORDER ON WITHDRAWN PROTEST**

The application, having been protested, came before the Board for public hearing on December 23, 1998, in accordance with D.C. Code Section 25-115(c)(5)(1999 Supp.), providing for the protestants to be heard. Laurie Collins, president, on behalf of the Mt. Pleasant Neighborhood Alliance, filed a timely protest letter dated December 2, 1998.

The official records of the Board reflect that the parties have now reached an agreement that has been reduced to writing, and has been properly executed and filed with the Board. Pursuant to the agreement dated January 11, 1999, the protestant has agreed to withdraw the opposition, provided however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the Agreement.

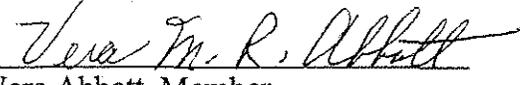
Corado's Restaurant, Inc.  
t/a Corado's Guatemalan Restaurant, Inc.  
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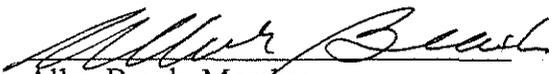
Accordingly, it is this 13<sup>th</sup> day of Oct., 1999, **ORDERED** that:

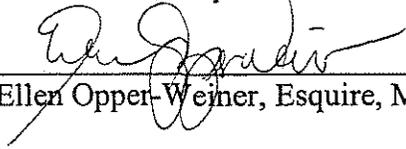
1. The protest of Laurie Collins, president, on behalf of the Mt. Pleasant Neighborhood Alliance, be, and the same hereby, is **WITHDRAWN**;
2. The application of Corado's Restaurant, Inc. t/a Corado's Guatemalan Restaurant, Inc. for a retailer's class CR license (renewal) located at 3217 Mt. Pleasant Street, N.W., Washington, D.C., be, and the same hereby, is **GRANTED**;
3. The above-referenced agreement between the parties, be, and the same hereby, is **INCORPORATED** as part of this **ORDER**; and,
4. Copies of this Order shall be sent to the Protestant and the Applicant.

District of Columbia  
Alcoholic Beverage Control Board

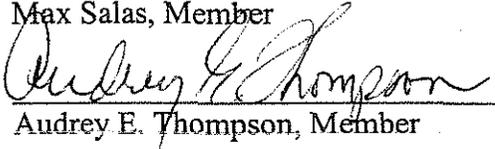
  
Roderic L. Woodson, Esquire, Chair

  
Vera Abbott, Member

  
Allen Beach, Member

  
Ellen Opper-Weiner, Esquire, Member

Max Salas, Member

  
Audrey E. Thompson, Member

Joseph Wright, Member

#30088

## COOPERATIVE AGREEMENT BETWEEN CORADOS AND MPNA

Whereas Corados, t/a Corados Restaurant, Inc. has applied for an ABC Class CR restaurant license for the premises located at 3217 Mt. Pleasant Street, NW; and

Whereas, Mount Pleasant Neighborhood Alliance has ~~not~~ filed protest to the issuance of the license: and *has withdrawn its protest.*

Whereas the parties have discussed the concerns of the neighborhood and have reached an understanding relating to the operation of the restaurant and cooperative efforts of the restaurant and MPNA.

Now, Therefore, in consideration of the agreement set forth herein Corados agrees to comply with the terms of the agreement as set forth hereinafter.

Corados Restaurant, Inc. agrees:

- A. To comply with all laws and regulations governing the operation of the establishment at 3217 Mt. Pleasant Street, NW, in Washington, D.C., including laws and regulations governing the Class CR (restaurant) license to which this agreement applies, as applied for and approved by the District of Columbia in the name of Corados, t/a Corados Restaurant, Inc., a copy of which is attached to this agreement. It is understood and agreed that said license permits no live music, dancing, cover charges or charges for admission to the establishment.
- B. That Corados will cooperate with the Advisory Neighborhood Commission I-E (ANC), and/or the Mount Pleasant Neighborhood Alliance (MPNA) to address any alleged violation of the laws and regulations referred to in Paragraph A above and in any request that the appropriate enforcement agency investigate an alleged violation.
- C. That alcohol will not be served after ABC regulated hours, and Corados will work with the community to establish reasonable restrictions on the hours of ABC service to minimize the disturbance to the neighborhood, and in this regard it will stop selling alcohol at 1:30 AM Sunday through Thursday and 2:30 AM on Friday and Saturday.
- D. That in cooperation with MPNA it will support community organizations which seek to alleviate alcohol abuse problems, by participation in meetings and programs, by contributions of food and financial assistance, and other assistance as the circumstances may warrant.

- E. To undertake a leadership role in the Mount Pleasant business community in an effort to enlist wider business support for clean-up, responsible alcohol service, support of alcohol abuse assistance organizations, and law enforcement activities, including leading efforts to supplement current efforts to hire private trash services to keep Mount Pleasant Street clean on a daily basis.
- F. That in the event Corados decides to sell Corados Restaurant, Inc., Corados will use their best efforts to seek to sell the Corados Restaurant, Inc. to an entity which will open an establishment that does not serve alcohol, and will provide the community at least ninety (90) days notice of any intention to place either business on the market, and agrees to work with the community in reviewing offers and in soliciting offers. Corados agrees further to provide the community with advance notice of its intention to accept any unsolicited offer to buy Corados Restaurant, Inc.
- G. That Corados will keep the public space in front of the restaurant free of debris and trash.
- H. That loitering will be prohibited in front of the establishment.
- I. That to the extent that off-street parking may be available at reasonable rates Corados agrees to use its best efforts to provide off street parking to its patrons in the evening.
- J. That Corados will post signs in both English and Spanish advising its clients about respecting the community, directions for parking and alcohol awareness signs as may be produced from time to time.

In addition, Corados agrees to be bound to MPNA by the conditions agreed to with the Mount Pleasant Advisory Neighborhood Commission (ANC- 1E) as noted below, and pledges to work cooperatively, with the MPNA, to improve the overall environment on Mount Pleasant Street to make it a more pleasant, safe area for residents, customers and businesses.

1. Not sell or deliver alcoholic beverages to any intoxicated person, or to any person of notoriously intemperate habits or to any person who appears to be intoxicated.
2. Not sell or deliver alcoholic beverages to any person or persons under the age of 21.

3. Take all precautions to avoid the sale of delivery of alcoholic beverages to anyone accompanying a person who has been denied service if there is an apparent attempt to deliver the alcoholic beverage to the person who has been denied services.
  - a. Not to provide "go-cups" to customers. A "go-cup" is defined in Section 709.7 of the ABC regulations as a "drinking utensil provided at no charge or a nominal charge to customers for the purpose of concerning beverages. "
4. Take reasonable measures to ensure that the immediate environs of the restaurant are kept free of litter and debris in the "immediate environs" is defined in Section 720.2 of the ABC Regulations as including: "all property on which the premises are located; all property used by the licensee to conduct its business, whether part of the premises or not, including parking lots and the portion of the alleys, sidewalks, or other public property immediately adjacent to the premises or adjacent to the property used by the licensee to conduct its business."
5. Participate in and have all alcoholic beverage serving staff participate in alcoholic beverage server training of the type offered by TIPS.
6. Not to encourage excessive drinking, by: serving, pitchers; having discounted price drinks; two-for-one promotions; or excessive alcoholic beverage signage in the establishment's windows (more than 25% of total window area).
7. Not sell, deliver or allow consumption of alcohol before or after legal hours of sale.

Corados Restaurant, Inc.

Mt. Pleasant Neighborhood Alliance

By: [Signature]

By: [Signature]

Date: 12/1/98

Date: 1-11-99