

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

In the Matter of:)	
)	
Canal Park Entertainment, LLC)	
t/a Park Tavern)	
)	
Applicant for a New)	
Retailer's Class CR License)	License No. ABRA-089126
)	Order No. 2012-312
at premises)	
202 M Street, S.E.)	
Washington, D.C. 20003)	
)	

Canal Park Entertainment, LLC, t/a Park Tavern (Applicant)

Andy Litsky, Chairperson, Advisory Neighborhood Commission (ANC) 6D

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Calvin Nophlin, Member
Mike Silverstein, Member

ORDER ON VOLUNTARY AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Canal Park Entertainment, LLC, t/a Park Tavern, Applicant for a new Retailer's Class CR license, located at 202 M Street, S.E., Washington, D.C., and ANC 6D have entered into a Voluntary Agreement (Agreement), dated February 13, 2012, that governs 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 and Chairperson Andy Litsky and Commissioner David Garber, on behalf of ANC 6D, are signatories to the Agreement.

Accordingly, it is this 25th day of July, 2012, **ORDERED** that:

1. The 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, except for the following modifications:

3rd Whereas Clause – The following language shall be removed: “Further, 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.”

4th Whereas Clause – The following sentence shall be modified to read as follows: “Any change from this model shall be considered by both Parties in operation of great concern to residents and requires prior approval by the ABC Board.”

Section 3 (Hours of Operation and Sales) – The following sentence shall be modified to read as follows: “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.”

Section 7 (Rats and Vermin Control) – The following sentence shall be modified to read as follows: “Applicant shall provide proof of its rat and vermin control contract upon the request of ABRA or Board.”

Section 8 (Security Cooperation in Stemming Illegal Drugs and Public Drinking) – The following language shall be removed: “...including at all times a Board approved trained employee on site, 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.”

The parties have agreed to these modifications.

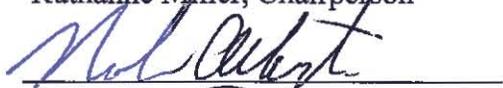
2. Copies of this Order shall be sent to the Applicant and ANC 6D.

Canal Park Entertainment, LLC
t/a Park Tavern
License No. ABRA-089126
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District of Columbia
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



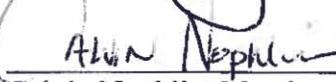
Nick Alberti, Member



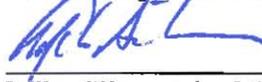
Donald Brooks, Member



Herman Jones, Member



Calvin Nophlin, Member



Mike Silverstein, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), any Party adversely affected by this Order may file a Motion for Reconsideration within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14th Street, N.W., Suite 400S, Washington, D.C. 20009.



Near Southeast/Southwest

Advisory Neighborhood Commission

DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE
REGULATORY ADMINISTRATION

REC'D BY _____
MAR 30 P 11:42

1101 Fourth Street, SW
Suite W 130
Washington, DC 20024
202.554.1795
Email: office@anc6d.org
Website: www.anc6d.org

March 29, 2012

OFFICERS

Chairman
Andy Litsky
Vice Chairman
David Garber
Secretary
Bob Craycraft
Treasurer
Cara Shockley

Ms. Ruthanne Miller, Chairperson
C/o Martha Jenkins
Alcoholic Beverage Regulatory Administration
2000 14th Street, N.W., Suite 400S
Washington, D. C. 20009

Re: Park Tavern, 202 M Street, SE – New Liquor License

Dear Ms. Miller:

At its regularly scheduled and properly noticed business meeting on February 13, 2012, at which a quorum was present (a quorum being four of seven Commissioners), ANC6D voted 4 to 1 to 1 to support the application of Canal Park Entertainment, LLC, t/a Park Tavern located at 202 M Street, SE for a new liquor license.

Please find enclosed a Voluntary Agreement executed by ANC 6D and Park Tavern.

Please let me or Bert Randolph our Administrative Assistant know if you have any questions or require additional information.

Sincerely,

Andy Litsky
Chairman, ANC 6D

Attachment: Voluntary Agreement

COMMISSIONERS

SMD 1 *Bob Craycraft*
SMD 2 *Cara Shockley*
SMD 3 *Ron McBee*
SMD 4 *Andy Litsky*
SMD 5 *Roger Moffatt*
SMD 6 *Rhonda Hamilton*
SMD 7 *David Garber*

★ ★ ★ Advisory Neighborhood Commission 6D 1001 4th Street, SW, Suite W130
 [REDACTED] • Washington, DC 20024
 [REDACTED] ANC Office: 202 554-1795 ■ FAX: 202 554-1774
office@anc6d.org

VOLUNTARY/COOPERATIVE AGREEMENT

THIS VOLUNTARY/COOPERATIVE AGREEMENT ("Agreement") is made on this 13th day of February 2012 by and between Canal Park Entertainment, LLC, t/a Park Tavern, 202 M Street, SE, Washington, DC 20003 ABRA License # _____ ("Applicant"), and Advisory Neighborhood Commission 6D ("Protestant"). (collectively, the "Parties").

PREAMBLE

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

WITNESSETH

WHEREAS, Applicant has applied for a license Class CR for a business ("Establishment") with indoor space, sidewalk café, summer garden, and Entertainment endorsement located at 202 M Street, SE, Washington, DC, 20003, ("Premises"); and

WHEREAS, the Applicant 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 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, 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. Further, 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; 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 a substantial change in operation of great concern to residents and requires prior approval by the ABC Board; and

WHEREAS, the Parties have agreed to enter into this Agreement 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;

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 an Establishment with a total of 245 seats (130 inside, and 115 outside) with the outside area comprised of two spaces: a summer garden (approximately 75 seats) and a sidewalk café (40 seats). There will be live and recorded music in the three areas as described below.

3. **Hours of Operation and Sales.**

The applicant's **hours of operation of the Establishment and the hours of sale and service of alcohol** in the indoors area, the Summer Garden, and the Sidewalk Café shall be:

Sunday to Thursday, 8:00 a.m. to 2:00 a.m.;

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 m..

4. **Public Transportation Notification.** Public Transportation Notification. We recognize that Applicant 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 Applicant to notify patrons when appropriate about convenient public transportation available nearby.

5. **Noise and Privacy.** Applicant will 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 ANC 6D and the applicant 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 D.C. Official Code 25-725, the Applicant and ANC 6D (as represented by the SMD Commissioner and ABC Committee) shall work together to determine the most appropriate options for noise mitigation, especially in the outdoor areas.

6. **Public Space and Trash.** Applicant 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. Applicant shall ensure that any dumpster for which applicant 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 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 ANC 6D/ABRA. 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.

8. ***Security Cooperation in Stemming Illegal Drugs and Public Drinking.*** Applicant agrees that it shall take all necessary steps to minimize such problems, including at all times a Board approved trained employee on site, 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. Applicant 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.

9. ***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.

10. ***Participation in the Community.*** Applicant agrees to seek to maintain open communication with ANC 6D, 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 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:

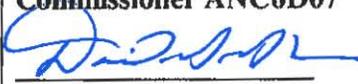
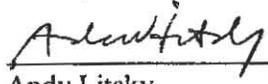
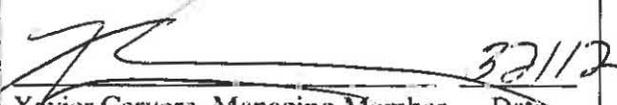
If to Applicant: Canal Park Entertainment, LLC, T/a Park Tavern
Xavier Cervera, Managing Member
202 M Street, SE
Washington, DC 20003
Phone: 202-674-3004 (cell); e-mail: xavierc@vme.com

If to Protestants: Advisory Neighborhood Commission 6D
1101 4th Street, S.W., Suite W130

Washington, DC 20024
Attn: Chair, ANC
(202) 202 554-1795
Fax (202) 202 554-1774
Email: office@anc6D

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.

11. *Withdrawal of Protest.* Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, Protestants shall withdraw the Protest.

PROTESTANT:		APPLICANT:	
Commissioner ANC6D07  David Garber	<u>3/24/12</u> Date	Canal Park Entertainment, LLS, t/a Park Tavern	
Chair, ANC6D  Andy Litsky	<u>3/28/12</u> Date	 Xavier Cervera, Managing Member	<u>3/21/12</u> Date