THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:		
Capital Yacht Charters, LLC t/a Motor Yacht Celebrity Motor Yacht Finished Business Virginia's Jewels	License Numbers:	ABRA-084410 ABRA-084413 ABRA-088738
Applicant for a New Retailer's Class CX Marine Vessel Line License at premises	Order No.:	2012-053
Washington Marina 1300 Maine Avenue, S.W. Washington, D.C. 20024		

Capital Yacht Charters, LLC, t/a Capital Yacht Charters, Applicant

Ron McBee, 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
Jeannette Mobley, Member

ORDER ON VOLUNTARY AGREEMENT

The official records of the Alcoholic Control Board (Board) reflect that Capital Yacht Charters, LLC (Applicant), filed an application for a new Retailer's Class CX Marine Vessel Line License, including the following marine vessels: Motor Yacht Celebrity, Motor Yacht Finished Business, and Virginia's Jewels, located at Washington Marina, 1300 Maine Avenue, S.W., Washington, D.C. The Applicant, Chairperson McBee, Commissioner Jorgensen, and Coralie Farlee, Chairperson of the ABC Committee for ANC 6D (collectively, the "Parties") have entered into a Voluntary Agreement (Agreement) dated November 14, 2011, setting forth the terms and conditions

that govern the operation of the Applicant's marine vessels.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson Ron McBee, Commissioner Bob Craycraft, and Commissioner Coralie Farlee, on behalf of ANC 6D, are signatories to the Agreement.

Accordingly, it is this 1st day of February, 2012, **ORDERED** that:

1. The Application filed by Capital Yacht Charters, LLC, for a new Retailer's Class CX Marine Vessel Line License, including Motor Yacht Celebrity, Motor Yacht Finished Business, and Virginia's Jewels, located at Washington Marina, 1300 Maine Avenue, S.W., Washington, D.C., is **GRANTED;**

2. The above-referenced Voluntary Agreement submitted by the Parties to govern the operation of the Applicant's marine vessels is **APPROVED** and **INCORPORATED** as part of this Order; and

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

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

Jeannette Mobley, 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.

Advisory Neighborhood Commission 6D

1101 4th Street, SW, Suite W130
Washington, DC 20024
Office: 202 554-1795 • FAX: 202 554-1774
office@anc6d.org

ABRA

2011 NOV 17 A 10:43

November 14, 2011

Mr. Nick Alberti, Interim Chairperson
Alcoholic Beverage Regulatory Administration
1250 U Street, N.W.
Washington, D. C. 20009

Re: ANC6D recommendation regarding modifications to license and VA for Capital Yacht Charters, including four boats operating under ABRA License Numbers 084410, 084412, 084413, and an additional (new) license for the vessel, Virginia's Jewel (replacing Harbouritaville), and other changes to the VA

Dear Mr. Alberti:

The ANC6D, at its meeting of November 14, 2011, which was properly noticed, and with a quorum present (a quorum being four members) voted 7 to 0 to 0 to recommend approval of the modifications of the VA for Capital Yacht Charters for three existing vessels operating under ABRA Licenses #s 084410, 094412, 084413, and a new vessel, Virginia's Jewel (replacing Harbouritaville), and other changes to the VA which update the capacity of the boats, and incorporate requested ABRA modifications. Amendment 2 to the VA is attached.

We understand that the stipulated license recommended by the ANC6D in 2010 has now been issued, and look forward to this licensee continuing to operate as a responsible business in the SW neighborhood.

Please contact me; or Dr. Coralie Farlee, Chair, ABC Committee, at 554-4407, e-mail: cfarlee@mindspring.com, or Bert Randolph, Administrative Assistant, for ANC6D at 554-1795, e-mail: office@anc6d.org.

Ron McBee
Chair, ANC6D

Bob Craycraft
Commissioner, ANC6D01

Eric Slaughter,
Managing Member
Capital Yacht Charters, LLC

Coralie Farlee, Chair
Chair, ANC6D

Cc: Martha Jenkins

Attachment: Cap Yacht Charters VA Amendment 2, 11/14/11

A BRA

Advisory Neighborhood Commission 6D

PO Box 71156 • Washington, DC 20024-9998
ANC Office: 202 554-1795 ■ FAX: 202 554-1774
office@anc6d.org

AMENDMENT #2 TO VOLUNTARY AGREEMENT

THIS AMENDED VOLUNTARY AGREEMENT ("Agreement") is made on this 14th day of November 2011 by and between Capital Yacht Charters, LLC, t/a Capital Yacht Charters ("Applicant"), and Advisory Neighborhood Commission 6D ("Protestant"), (collectively, the "Parties"). This amendment No. 2 updates and supersedes the previous VA dated March 23, 2010. The amendment substitutes the "Virginia's Jewel" for "Harbouritaville," updates the capacity of each boat to include the crew count in the total capacity, and incorporates technical changes required by ABRA per 3/19/10 e-mail.

W I T N E S E T H

WHEREAS, Applicant has applied for a License Class CX with Entertainment Endorsement for four (4) marine vessels operating under the Capital Yacht Charters, LLC ("Establishment") located at Washington Marina, 1300 Maine Ave., SW, Washington, D.C. 20024 ("Premises"). The four marine vessels are: Celebrity, licensed capacity of 149, including crew; Harbor Belle, licensed capacity of 110 including crew; Finished Business, licensed capacity of 60 including crew; and Virginia's Jewel, licensed capacity of 153 including crew. These four marine vessels and the dockside waiting area will be included in this license.

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; 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 manages and operates four marine vessels which

offer approximately 130 chartered trips annually for private parties. The usual duration of each trip is four (4) hours. Food is available throughout the trip; alcohol service is provided immediately after leaving the dock and up to 15 minutes prior to returning to dock. The applicant allows or provides entertainment, including DJs on the closed main decks. Gambling is not allowed but game nights with no monetary prizes are allowed. Patrons are prohibited from any post-cruise activity on the docks and parking area. Any change from this model shall be considered by both Parties to be of great concern to the ANC and neighborhood and requires prior approval by the ANC and the ABC Board.

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

The Applicant's hours of operation and sales/service of alcoholic beverages shall be as follows:

Sunday 1:00 p.m. to 1:00 a.m.; Monday through Saturday, 10:00 a.m. to 1:00 a.m.

The applicant's hours of entertainment shall be as follows:
Sunday through Saturday, 6:00 p.m. to 1:00 a.m.

4. ***Floors Utilized and Occupancy.*** The Applicant manages and operates four marine vessels: Celebrity, Finished Business, Harbor Belle, and Virginia's Jewel, each of which has two floor(s)/decks. In the four marine vessels the total occupancy will not exceed 472 persons, with fifty percent (50 %) being seats, and the remaining 50% being standing persons.

5... ***Sidewalk Café.*** There is no sidewalk café; no food or alcohol service is available in the pre-boarding or waiting area.

6. ***Noise and Privacy.*** Applicant 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 are not audible within any of the properties or areas that the cruises pass by. Sound on vessels shall be reduced when exiting and entering the Washington Channel and shut off within 15 minutes of landing. Only the Harbour Belle has outside speakers which will be turned off while in the Washington Channel. Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of any doors during the cruises.

7. ***Public Space and Trash.*** Applicant shall keep the areas surrounding the docks of the four marine vessels clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall monitor these areas sufficiently to assure that refuse and other materials are promptly removed. The Applicant uses three dumpsters and three recycling bins provided for all tenants by the Washington Marina. 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 any abutting property owners and so that no garbage is placed on any abutting property.

8. ***Rats and Vermin Control.*** The marina provides a professional company for rat and vermin control. The Applicant shall provide any additional rat and vermin control for the dock area surrounding its four marine vessels as may be required. Applicant shall provide proof of the rat and vermin control contract upon the request of the Board. 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.

9. ***Security Cooperation in Stemming Illegal Drugs and Public Drinking.*** Protestants are concerned that the nature of the business of the Applicant will not pose security and crime issues. 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 the Harbor Patrol and /or Metropolitan Police Department and other enforcement officials when known or suspected drug activities occur. As considered necessary, Applicant shall contract for or provide for off-duty emergency medical technicians or other trained service personnel to accompany the cruise.

   Applicant shall maintain a log on each marine vessel to record any security incidents and include in the log: the nature of the incident, who was involved, and how it was resolved (e.g., cruise terminated, MPD/Harbor Patrol contacted). These logs shall be made available to the ANC on request. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the marine vessels and dock. While the Protestants do not at this time envision any requirement for security officers at the time of the cruises, as indicated above, the Applicant shall ensure that there is no post-cruise activity continuing on the dock and any persons who are congregating in that manner shall be asked to move along. At the present time, the Protestants do not envision the need for electronic devices to search for weapons, pat-downs of patrons when coming on board, or cameras or devices to record and store information about activities on the exterior of the marine vessels.

   Applicant shall post signs at the exits of each of the marine vessels to inform patrons that no alcoholic beverages can be removed from the premises. Applicant shall ensure that no containers, cups, bottles/cans, etc. regardless of content, shall be permitted to exit any of the marine vessels with a patron, and shall ensure that no alcoholic beverages are carried out of any of the marine vessels so that they can be consumed on public space or in a vehicle.

10. ***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.

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

12. ***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:
Capital Yacht Charters, LLC t/a Capital Yacht Charters
PO Box 70576, 1300 Maine Ave., SW
Washington, DC, 20024
Attn: Eric Slaughter, Managing Member
(202)554-0677 or cell (202) 689-5707
FAX: (202)554-0699
www.capitalyacht.com

If to Protestants:
Advisory Neighborhood Commission 6D
P. O. Box 71156
Washington, DC 20024-9998
Attn: Chair, ANC
(202) 202 554-1795
Fax (202) 202 554-1774

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.

14. ***Protest.*** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, ANC6D shall not protest the application.

PROTESTANT:

Chair, ABC Committee, ANC6D Coralie Farlee 11/14/11 Coralie Farlee Date **ANC Commissioner** Bob Craycraft 11/14/2011 Bob Craycraft, ANC6D01 Date **Chair, ANC6D** Ron McBee 11/14/2011 Ron McBee Date	**Capital Yacht Charters, LLC** 11/14/11 Eric Slaughter, Managing Member Date