

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

In the Matter of:)
)
DC Yacht Charter and Tour Company, LLC)
t/a Celebrity)
Finished Business)
)
Applicant for a New)
Retailer's Class CX Marine Vessel Line License)
(Two Marine Vessels))
)
at premises)
1300 Maine Avenue, S.W.)
Washington, D.C. 20024)
_____)

License Nos. ABRA-099365
ABRA-099365-2
Order No. 2015-425

DC Yacht Charter and Tour Company, LLC , t/a Celebrity and Finished Business (Applicant)

Roger Moffatt and Dr. Coralie Farlee, Advisory Neighborhood Commission (ANC) 6D

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Mike Silverstein, Member
Hector Rodriguez, Member
James Short, Member

ORDER ON COOPERATIVE AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that DC Yacht Charter and Tour Company, LLC, Applicant for two new Retailer's Class CX Marine Vessel licenses, located at 1300 Maine Avenue, S.W., Washington, D.C., and ANC 6D have entered into a Cooperative Agreement (Agreement), dated May 11, 2015, that governs the operation of the Applicant's establishments.

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

Accordingly, it is this 17th day of September, 2015, **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 (Nature of the Business) – The last sentence shall be modified to read as follows: "Any change from this model shall be of great concern to the residents."

Section 4 (Floors Utilized and Occupancy) – The last sentence shall be modified to read as follows: "The total occupancy of the two marine vessels will not exceed 170 persons. The standing patrons shall not exceed seventy five (75)."

The parties have agreed to these modifications.

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

District of Columbia
Alcoholic Beverage Control Board

Ruthanne Miller, Chairperson

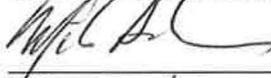


Nick Alberti, Member



Donald Brooks, Member

Herman Jones, Member



Mike Silverstein, Member



Hector Rodriguez, 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, Reeves Center, 2000 14th Street, N.W., 400S, Washington, D.C. 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**

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

ALCOHOLIC BEVERAGE
REGULATION BOARD
MAY 13 4:11 PM '15
ABRA

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement") is made on this 11th day of May 2015 by and between DC Yacht Charters and Tour Co. LLC, t/a Finished Business and Celebrity ("Applicant"), and Advisory Neighborhood Commission 6D ("Protestant"), (collectively, the "Parties"). This agreement is for two marine vessels, Finished Business and Celebrity which will dock and load at the Washington Marina, 1300 Maine Avenue, SW.

WITNESETH

WHEREAS, DC Yacht Charter and Tour Company, LLC has applied for a License Class CX with Entertainment Endorsement for two (2) marine vessels operating under the DC Yacht Charters and Tour Co., LLC ("Establishment") located at Washington Marina, 1300 Maine Ave., SW, Washington, D.C. 20024 ("Premises"). The two marine vessels are: Finished Business, licensed capacity of 50 including crew, and Celebrity, licensed capacity of 120, including crew. These two 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 Cooperative 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 will manage and operate two marine vessels which offer approximately 130 chartered trips annually for corporate private charters, and community-oriented cruises including first responders, youth, wounded warriors, and church and other local groups. The usual duration of each trip is three (3) 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 in the form of recorded music with DJs and occasional jazz trio on the

closed main decks. Gambling is not allowed but game nights with no monetary prizes are allowed. Any change from this model shall be considered to be a substantial change in operation and requires prior approval by 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 12:45 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 two marine vessels: Finished Business, and Celebrity each of which has two floors/decks, In the two marine vessels the total occupancy will not exceed 170 persons, with fifty percent (50 %) being seats, and the remaining 50% being standing patrons.
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. 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 check IDs of patrons who appear to be under the age of 35 and, when cruises include both adults and youth, applicant shall provide wrist bands for patrons whose IDs have been checked and determined to be appropriate.

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 representatives of the MPD or ABRA 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 the ANC to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(e) in order to enforce the provisions of the Agreement. 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: DC Yacht Charter and Tour Co, LLC t/a Finished Business and Celebrity
522 23rd Place NE, Washington, DC, 20002
Attn: Eric Slaughter, General Manager
(202) 689-5707
www.boatsdc.com; email: boatsevents1@gmail.com
eric.slaughter1@gmail.com

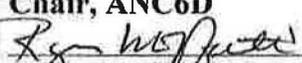
If to Protestants: Advisory Neighborhood Commission 6D
P. O. Box 71156
Washington, DC 20024-9998
Attn: Chair, ANC
(202) 202 554-1795; Fax (202) 202 554-1774

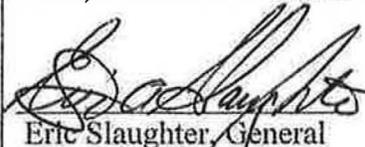
Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

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

PROTESTANT:

APPLICANT:

Chair, ANC6D
 5/11/15
Roger Moffatt, Commissioner Date
ANC6D05
Chair, ABC Committee, ANC6D
 5/11/15
Coralie Farlee cfarlee@mindspring.com

DC Yacht Charter and Tour Company,
LLC, t/a Finished Business and Celebrity
 5/11/2015
Eric Slaughter, General Date
Manager

ANC 6D

Near Southeast/Southwest BEVERAGE
Advisory Neighborhood Commission 6D REGULATION ADMIN

MAY 13 AM 11:19 J

ABRA May 11, 2015

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

Ruthanne Miller, Chair
Alcohol Beverage Control Board
2000 14th Street, NW, Suite 400S
Washington, DC 20009

OFFICERS

Chairperson
Roger Moffatt

Vice Chairperson
Andy Litsky

Secretary
Stacy Cloyd

Treasurer
Meredith Fascett

Re: ANC6D recommendation for new Cooperative Agreement and support for Stipulated license for DC Yacht Charters and Tour Co LLC, t/a Finished Business and Celebrity, at the Washington Marina, 1300 Maine Avenue, SW, License Class CX

Dear Ms. Miller:

At its regularly scheduled, properly noticed meeting on May 11, 2015, with a quorum present, the Advisory Neighborhood Commission 6D voted 6 to 0 to 0 to recommend the new license and Cooperative Agreement. At that same meeting, the ANC6D also voted 6 to 0 to 0 to support the licensee's request for a Stipulated license.

COMMISSIONERS

SMD 1 *Marjorie Lightman*
SMD 2 *Stacy Cloyd*
SMD 3 *Rachel Reilly Carroll*
SMD 4 *Andy Litsky*
SMD 5 *Roger Moffatt*
SMD 6 *Rhonda Hamilton*
SMD 7 *Meredith Fascett*

The business, now known as DC Yacht Charters and Tour Company, has been operating at the SW Waterfront for several years under previous business names – both at 600 Water Street, SW and 1300 Maine Avenue, SW. Because of a recent change in ownership of this enterprise, the General Manager is requesting a stipulated license in order to have the two vessels available for spring and summer cruises. The ANC6D supports the applicant's request for stipulated license. A new Cooperative Agreement is attached.

Please contact Commissioner Moffatt (at the numbers above) or Dr. Coralie Farlee, Chair, ABC Committee, ANC6D at 202-554-4407, cfarlee@mindspring.com if you have any questions or concerns.

Sincerely,


Roger Moffatt, Chair
ANC6D


Coralie Farlee, Chair
ABC Committee, ANC6D

Cc: Martha Jenkins

Attachment: CA