THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:		
Boomerang Boat Tour, LLC t/a The Boomerang Boat The Boomerang Boat II The Boomerang Yacht		
Holder of a Retailer's Class CX Marine Vessel Line License (Three Marine Vessels)	License No. Order No.	ABRA-085705 2015-081
at premises 1300 Maine Avenue, S.W. Washington, D.C. 20024		

Boomerang Boat Tour, LLC (Applicant)

Roger Moffatt, Chairperson, 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 THIRD AMENDMENT TO SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Boomerang Boat Tour, LLC, Applicant for a third Retailer's Class CX Marine Vessel license, located at 1300 Maine Avenue, S.W., Washington, D.C., and ANC 6D entered into a Voluntary Agreement (Agreement), dated October 18, 2010, an Amendment to Voluntary Agreement (Amendment), dated January 10, 2011, and a Second Amendment to Settlement Agreement (Second Amendment), dated October 15, 2012, that governs the operation of the Applicant's establishment. This matter comes now before the Board to

consider the Parties' Third Amendment to Settlement Agreement (Third Amendment), dated February 9, 2015, in accordance with D.C. Official Code § 25-446 (2001).

The official records of the Board reflect that the Parties have agreed to amend their Settlement Agreement to add a third vessel to the Applicant's fleet.

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

Accordingly, it is this 4th day of March, 2015, **ORDERED** that:

1. The above-referenced Third Amendment to Settlement Agreement, dated February 9, 2015, submitted by the Parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order;

2. All terms and conditions of the original Agreement, the First and Second Amendments, not amended by the Third Amendment, shall remain in full force and effect; 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

Mike Silverstein, Member

Hector Rodriguez, Member

James Short, Member

Pursuant to D.C. Official Code § 25-433, 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 14th 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

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

THIRD AMENDMENT TO VOLUNTARY/COOPERATIVE AGREEMENT

This Third Amendment to Voluntary/Cooperative Agreement is made on this 9th day of February, 2015, by and between Boomerang Boat Tours LLC ("the Licensee"), and Advisory Neighborhood Commission 6D ("the ANC").

WITNESETH

WHEREAS, the parties entered into an Amended Cooperative/Voluntary Agreement dated January 11, 2011, governing certain aspects of the Licensee's operations; and,

WHEREAS, the parties desire to further amend said Amended Voluntary/Cooperative Agreement hereby to provide for addition of a third (3rd) vessel to the Licensee's fleet;

NOW, THEREFORE, in consideration of the recitals set forth above and the terms and conditions provided below, the parties agree as follows:

1. The first preamble ("WHEREAS") of the January 10, 2011, Amended Voluntary/Cooperative Agreement is amended to read in its entirety:

> WHEREAS, Applicant has applied for a Retailers Class CX Common Carrier (Marine Vessel) license for three (3) marine vessels operating under Boomerang Boat Tours LLC as (i) the Boomerang Boat (capacity of 74 passengers), berthed at 600 Water Street, S.W., Washington, D.C.; (ii) Boomerang Boat II (99 passengers), berthed at 1300 Water Street, S.W., Washington, D.C.; and (iii) Boomerang Yacht (149 passengers), berthed at 1300 Water Street, S.W., Washington, D.C.

2. The first sentence of the third preamble of the January 10, 2011 Amended Voluntary/ Cooperative Agreement is amended to read in its entirety:

> WHEREAS, Applicant will offer scheduled cruises and charters in the waters of the District of Columbia, originating from and terminating at Diamond Teague Park and the Washington Marina in Southeast Washington DC or the Georgetown Waterfront in Northwest Washington DC. ...

3. All references in the preambles or text of the January 10, 2011 Amended Voluntary/Cooperative Agreement to "one vessel" are amended hereby to read "three vessels."

3. Except as explicitly amended herein, all terms and conditions of the January 10, 2011 Amended Voluntary/Cooperative Agreement between the parties remain in full force and effect and unmodified.

ADVISORY NEIGHBORHOOD COMMISSION 6D

By: _____
Roger Moffatt, Chairman

BOOMERANG BOAT TOURS LLC

By: _____
Nikki Dubois, Managing Member

3. All references in the preambles or text of the January 10, 2011 Amended Voluntary/Cooperative Agreement to "one vessel" are amended hereby to read "three vessels."

4. Except as explicitly amended herein, all terms and conditions of the January 10, 2011 Amended Voluntary/Cooperative Agreement between the parties remain in full force and effect and unmodified.

ADVISORY NEIGHBORHOOD COMMISSION 6D

By:_____
Roger Moffatt, Chairman

BOOMERANG BOAT TOURS LLC

By:_____
Nikki Dubois, Managing Member

THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:		
Boomerang Boat Tour, LLC t/a The Boomerang Boat II The Boomerang Boat		
Holder of a Retailer's Class CX Marine Vessel Line License (Two Marine Vessels)	License Nos. Order No.	ABRA-090816 ABRA-085705 2013-110
at premises 600 Water Street, S.W. Washington, D.C. 20024		

Boomerang Boat Tour, LLC (Applicant)

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

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member

ORDER ON SECOND AMENDMENT TO SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Boomerang Boat Tour, LLC, Applicant for a second Retailer's Class CX Marine Vessel license, located at 600 Water Street, S.W., Washington, D.C., and ANC 6D entered into a Voluntary Agreement (Agreement), dated October 18, 2010, and an Amendment to Voluntary Agreement (Amendment), dated January 10, 2011, that governs the operation of the Applicant's establishment. This matter comes now before the Board to consider the Parties' Second Amendment to Settlement Agreement (Second Amendment), dated October 15, 2012, in accordance with D.C. Official Code § 25-446 (2001).

The official records of the Board reflect that the Parties have agreed to amend their Voluntary Agreement to add a second vessel to the Applicant's fleet.

The Second Amendment has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson Andrew Litsky, on behalf of ANC 6D, are signatories to the Second Amendment.

Accordingly, it is this 1st day of May, 2013, **ORDERED** that:

1. The above-referenced Second Amendment to Settlement Agreement, dated October 15, 2012, submitted by the Parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order;

2. All terms and conditions of the original Agreement and the first Amendment, not amended by the Second Amendment, shall remain in full force and effect; 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

Pursuant to D.C. Official Code § 25-433, 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.

SECOND AMENDMENT TO VOLUNTARY AGREEMENT

This Second Amendment to Voluntary Agreement is made on this 15th day of October, 2012, by and between Boomerang Boat Tours LLC ("the Licensee"), and Advisory Neighborhood Commission 6D ("the ANC").

WITNESSETH

WHEREAS, the parties entered into an Amended Cooperative/Voluntary Agreement dated January 11, 2011, governing certain aspects of the Licensee's operations; and,

WHEREAS, the parties desire to further amend said Amended Voluntary/Cooperative Agreement hereby to provide for addition of a second (2nd) vessel to the Licensee's fleet;

NOW, THEREFORE, in consideration of the recitals set forth above and the terms and conditions provided below, the parties agree as follows:

1. The first preamble ("WHEREAS") of the January 10, 2011, Amended Voluntary/Cooperative Agreement is amended to read in its entirety:

> WHEREAS, Applicant has applied for a Retailers Class CX Common Carrier (Marine Vessel) license for two (2) marine vessels operating under Boomerang Boat Tours LLC as (i) the Boomerang Boat (capacity of 74 passengers), berthed at 600 Water Street, S.W., Washington, D.C., and (ii) Boomerang Boat II (99 passengers), berthed at 1300 Water Street, S.W., Washington, D.C.

2. The first sentence of the third preamble of the January 10, 2011 Amended Voluntary/ Cooperative Agreement is amended to read in its entirety:

> WHEREAS, Applicant will offer scheduled cruises and charters in the waters of the District of Columbia, originating from and terminating at Diamond Teague Park and the Washington Marina in Southeast Washington DC or the Georgetown Waterfront in Northwest Washington DC. ...

3. All references in the preambles or text of the January 10, 2011 Voluntary Agreement to "one vessel" are amended hereby to read "two vessels."

4. Except as explicitly amended herein, all terms and conditions of the January 10, 2011 Amended Voluntary/Cooperative Agreement between the parties remain in full force and effect and unmodified.

ADVISORY NEIGHBORHOOD COMMISSION 6D

By: _____
Andrew Litsky, Chairman

BOOMERANG BOAT TOURS LLC

By: _____
Nikki Dubois, Managing Member

LAW OFFICES
MALLIOS & O'BRIEN
2600 VIRGINIA AVENUE, N.W.
SUITE 406
WASHINGTON, D.C. 20037

(202) 625-7700

DIMITRI P. MALLIOS *(1932-2009)*
STEPHEN J. O'BRIEN*
STUART J. LONG
MICHAEL D. FONSECA

*Also Admitted in Virginia

FACSIMILE
(202) 625-7706

October 18, 2012

District of Columbia
Alcoholic Beverage Control Board
2000 14th Street, NW
400 South
Washington, DC 20009

Attn: Tiwana Hicks

ABRA-090816

Re: Boomerang Boat Tours, LLC,
holder of a Retailer's License
Class CX at premises
600 Water Street, S.W.

Dear Members of the Board:

Your above-referenced licensee presently operates one passenger-carrying marine vessel, the "Boomerang Boat."

The licensee is acquiring a second vessel, the "Boomerang Boat II," and requests hereby that this latter vessel be added to its license. We observe, in this regard, that multiple vessels may be operated under a single license. D.C. Code §25-113(h)(3).

The licensee's existing operations are governed by an Amended Voluntary/Cooperative Agreement with Advisory Neighborhood Commission 6D dated January 10, 2011.[1] That previous instrument limits the licensee to a single vessel. However, on October 15, 2012, the parties entered into a Second Amendment to Voluntary Agreement,

[1] Approved by the Board on January 26, 2011 (Order No. 2011-090).

a copy of which is submitted herewith, whereby the ANC concurred in addition of the Boomerang Boat II to the licensed fleet. As the ANC thus acquiesces in the instant request, we submit that extending the subject license so as to encompass a second vessel should not be deemed to constitute "a substantial change in the nature of the operation" of the subject business. DC Code §25-404(a).

Accordingly, the licensee respectfully requests that:

1. The Board review and approve the attached Second Amendment to Voluntary Agreement; and,

2. The Board approve, on a "no substantial change" basis, addition of the Boomerang Boat II to the licensee's fleet.

Please advise if further information is required in order to evaluate these requests.

In any event, the Board's early review of this submission is solicited and will be appreciated.

Respectfully submitted,

Stephen J. O'Brien

copies: Andy Litsky (Chair, ANC 6D)
Nikki and David Dubois

THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of: Boomerang Boat Tour, LLC t/a The Boomerang Boat Applicant for a New Retailer's Class CX Common Carrier License at premises 600 Water Street, S.W. Washington, D.C. 20024	)	License No. ABRA-085705 Order No. 2011-090

Boomerang Boat Tour, LLC, t/a The Boomerang Boat ("Applicant")

Ron McBee, Chairperson, Advisory Neighborhood Commission (ANC) 6D

BEFORE: Charles Brodsky, Chairperson
Mital M. Gandhi, Member
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Calvin Nophlin, Member
Mike Silverstein, Member

ORDER ON AMENDED VOLUNTARY AGREEMENT

The Applicant and Advisory Neighborhood Commission 6D entered into a Voluntary Agreement (Agreement), dated October 18, 2010, setting forth the terms and conditions by which the Applicant would operate its establishment. This matter comes now before the Alcoholic Beverage Control Board (Board) to consider the Parties' Amendment to Voluntary Agreement (Amendment), dated January 10, 2011, in accordance with D.C. Official Code § 25-446 (2001).

The official records of the Board reflect that the Parties have agreed to amend the original Agreement; and the Applicant and ANC 6D are signatories to the Amendment. The Amendment has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the Amendment, this Amendment replaces the original Agreement dated October 18, 2010.

Accordingly, it is this 26th day of January 2011, **ORDERED** that:

1. The Amendment to Voluntary Agreement by and between Boomerang Boat Tour, LLC, t/a The Boomerang Boat, located at 600 Water Street, S.W., Washington, D.C., and ANC 6D to replace the existing October 18, 2010 Agreement is **APPROVED**;

2. The above-referenced Amendment to Voluntary Agreement submitted by the Parties to govern the operations of the Applicant's establishment are **APPROVED** and **INCORPORATED** as part of this Order; and

3. Copies of this Order shall be sent to the Applicant and Chairperson Ron McBee, Dr. Coralie Farlee, and Commissioner Andy Litsky, on behalf of ANC 6D.

District of Columbia
Alcoholic Beverage Control Board

Charles Brodsky, Chairperson

Mital M. Gandhi, Member

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 may file a Motion for Reconsideration of this decision within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 1250 U Street, N.W., Third Floor, Washington, DC 20009.

Advisory Neighborhood Commission 6D

1101 4TH Street, SW, W130, Washington, DC 20024
ANC Office: 202 554-1795 ■ FAX: 202 554-1774
office@anc6d.org

AMENDED VOLUNTARY/COOPERATIVE AGREEMENT

THIS AMENDED VOLUNTARY/COOPERATIVE AGREEMENT ("Agreement") is made on the 10th day of January 2011 by and between Boomerang Boat Tours LLC, t/a The Boomerang Boat, ABRA license #085705 ("Applicant"), and Advisory Neighborhood Commission 6D ("Protestant"), (collectively, the "Parties"). This amended voluntary agreement replaces the previous one dated October 18, 2010 (ABC Board Order 2010-520, November 3, 2010) and changes the passenger and seating capacity of the boat from 49 to 62.

WITNESETH

WHEREAS, Applicant has applied for a Retailer's Class CX Common Carrier (Marine Vessel) license for one (1) marine vessel operating under Boomerang Boat Tours LLC, as The Boomerang Boat ("Establishment") located at 600 Water Street, S.W., Washington, D.C. 20024 ("Premises"). The marine vessel is The Boomerang Boat, with a capacity of 62 passengers, with 62 seats; and

WHEREAS, applicant has also applied for entertainment and dancing endorsements on The Boomerang Boat; and

WHEREAS, Applicant will offer scheduled cruises and charters in rivers and waters of the District of Columbia, originating from and terminating at Diamond Teague Park in Southeast, Washington, DC, or the Georgetown waterfront, in Northwest, Washington DC. The usual duration of each trip is no more than three (3) hours. Catered light food and snacks will be available throughout the trip. Alcohol service can be provided immediately after leaving the dock and up to 15 minutes prior to returning to dock; and

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

Sunday – 10:00 a.m. to 2:00 a.m.;
Monday – Thursday 10:00 a.m. to 2:00 a.m.; and
Friday and Saturday 10:00 a.m. to 3:00 a.m.

On days before holidays designated by the DC ABC Board as "Extended Hours for ABC Establishments," Applicant may operate, serve alcohol, and provide entertainment for one additional hour (that is, one hour later in the morning). On New Year's Eve, Applicant may operate, serve, and provide entertainment until 4am.

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.

. Any change from this model shall be considered to be a substantial change in operation and requires prior approval by the ABC Board.

2. ***Sidewalk Café.*** There is no sidewalk café; no food or alcohol service shall be available in the dock, pre-boarding or waiting areas.

3. ***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 the vessel shall be reduced when exiting and entering the Washington Channel, Georgetown area, and Anacostia River areas and shut off 5 minutes prior to landing and while at dockside. Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of any doors during the cruises.

4. ***Parking/Valet Arrangements.*** It is a concern of ANC6D that the Applicant's operation of the Establishment does not create or exacerbate parking problems within the ANC boundaries. There is limited street parking adjacent to the Diamond Teague Park on days when Nationals Stadium is in use; however, on such days there is extensive off-street parking available. The Diamond Teague Park is within walking distance of the Navy Yard subway station. The Applicant shall include in all advertisements and information for patrons that there is limited street parking and that bus and subway service is nearby.

5. ***Public Space and Trash.*** Applicant shall keep the dock areas surrounding the berth of the marine vessel 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 or disposed of in secure containers maintained by the operator of Diamond Teague Park Marina.

6. ***Rats and Vermin Control.*** The operator of the Gangplank Marina provides professional rat and vermin control. Applicant shall have the Establishment and the area around the berth properly cleaned at the end of each night to ensure that there are not garbage and odors present the following morning.

7. ***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, the Coast Guard, and other enforcement officials when known or suspected drug activities occur. In accordance with Coast Guard requirements, Applicant's on-board personnel shall be trained in CPR and first aid.

   Applicant shall maintain a log on the 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 and/or ABRA on request. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the marine vessel and dock. The Applicant shall ensure that there is no post-cruise activity continuing on the dock and that any persons who are congregating in that manner shall be asked to move along.

   Applicant shall ensure that no alcoholic beverages are carried out of the marine vessel so that they can be consumed on public space or in a vehicle. Applicant shall make available phone numbers of local taxi services for the use of patrons.

8. ***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. On chartered tours, the caterer shall be responsible for initial ID (age) check, but the applicant is responsible for abiding by all provisions of ABRA regulations.

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

10. ***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:

Boomerang Boat Tours LLC t/a The Boomerang Boat
David M. DuBois, and Nicole Asquith, Managing Members
2909 Olive Street, N.W.
Washington, D. C. 20007
Phones: 202-549-2659, 202-725-6226; FAX: 888-784-5451
Email: Dave@ridetheboomerang.com
Nikki@ridetheboomerang.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
Office@ANC6D.org

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. ***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, ABC Committee, ANC6D	**Boomerang Boat Tours LLC**
Coralie Farlee 1/10/11	**t/a The Boomerang Boat**
Coralie Farlee — Date	David M. DuBois, Managing Member
ANC Commissioner	1-10-11
1/10/4	Date
Andy Litsky, ANC6D04 — Date	Nicole Asquith, Managing Member
Chair, ANC6D	1/10/11
Ron McBee 1/10/11	Date
Ron McBee — Date	

Advisory Neighborhood Commission 6D

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

DISTRICT OF COLUMBIA ALCOHOLIC BEVERAGE REGULATORY ADMINISTRATION
2011 JAN 11 P 12:56
RECEIVED

Mr. Charles Brodsky, Chair
Alcoholic Beverage Regulatory Administration
1250 U Street, N.W., Third Floor
Washington, D. C. 20009

January 10, 2011

Re: Amendment to Voluntary Agreement between Boomerang Boat Tours LLC, t/a The Boomerang Boat, ABRA license #085705, and ANC6D.

This amendment to the Voluntary Agreement for The Boomerang Boat changes the passenger and seating capacity from 49 to 62, and replaces the Voluntary Agreement dated October 18, 2010, Board Order 2010-520, dated November 3, 2010.

The reason for the change in occupancy is that a slightly larger boat will be put in service; the original boat that had been purchased was defective. A new boat will replace that intended marine vessel.

The ANC6D, at its meeting on January 10, 2011, with a quorum present, (a quorum being four persons), voted 5 to 0 to accept this amendment for changed occupancy of The Boomerang Boat.

If you have questions about this motion, please contact Dr. Coralie Farlee, Chair, ABC Committee, ANC6D at cfarlee@mindspring.com or Bert Randolph, Administrative Assistant at office@anc6d.org.

Sincerely,

Andy Litsky
ANC Commissioner 6D04

Ron McBee, Chair
ANC6D

Coralie Farlee, Chair
ABC Committee, ANC6D

Cc: Martha Jenkins, ABRA

THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of: Boomerang Boat Tour, LLC t/a The Boomerang Boat Applicant for a New Retailer's Class CX License at premises 600 Water Street, S.W. Washington, D.C. 20024	)	License No. ABRA-085705 Order No. 2010-520

Boomerang Boat Tour, LLC, t/a The Boomerang Boat ("Applicant")

Ron McBee, Chairperson, Advisory Neighborhood Commission ("ANC") 6D

BEFORE: Charles Brodsky, 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 Control Board (Board) reflect that Boomerang Boat Tour, LLC, t/a The Boomerang Boat, Applicant for a new Retailer's Class CX License located at 600 Water Street, S.W., Washington, D.C., and Chairperson Ron McBee, on behalf of ANC 6D, have entered into a Voluntary Agreement (Agreement), dated October 18, 2010, that govern 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 Ron McBee, Commissioner Andy Litsky, and ABC Committee's Chairperson Coralie Farlee, on behalf of ANC 6D, are signatories to the Agreement.

Accordingly, it is this 3rd day of November 2010, **ORDERED** that:

1. The Application filed by Boomerang Boat Tour, LLC, t/a The Boomerang Boat, for a new Retailer's Class CX License located at 600 Water Street, S.W., Washington, D.C., is **GRANTED**;

2. The above-referenced Voluntary Agreements submitted by the Applicant and ANC 6D to govern the operations of the Applicant's establishment are **APPROVED** and **INCORPORATED** as part of this Order, except for the following modifications:

   Section 1 shall read as follows: "Any change from this model shall be of great concern to the parties and requires prior approval by the ABC Board."

   The following sentence in Section 7 shall exclude "ANC": "These logs shall be made available to representatives of the ANC, MPD and/or ABRA on request."

   The parties agreed to these modifications.

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

District of Columbia
Alcoholic Beverage Control Board

Charles Brodsky, 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 may file a Motion for Reconsideration of this decision within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 1250 U Street, N.W., Third Floor, Washington, DC 20009.

A B R A

Advisory Neighborhood Commission 6D

11014TH Street, SW, W130, Washington, DC 20024
ANC Office: 202 554-1795 ■ FAX: 202 554-1774
office@anc6d.org

DISTRICT OF COLUMBIA ALCOHOLIC BEVERAGE CONTROL ADMINISTRATION
2010 OCT 20 A 10:55
RECD BY CM

VOLUNTARY/COOPERATIVE AGREEMENT

THIS VOLUNTARY/COOPERATIVE AGREEMENT ("Agreement") is made on the 18th day of October 2010 by and between Boomerang Boat Tours LLC, t/a The Boomerang Boat ("Applicant"), and Advisory Neighborhood Commission 6D ("Protestant"), (collectively, the "Parties").

WITNESETH

WHEREAS, Applicant has applied for a Retailer's Class CX Common Carrier (Marine Vessel) license for one (1) marine vessel operating under Boomerang Boat Tours LLC, as The Boomerang Boat ("Establishment") located at 600 Water Street, S.W., Washington, D.C. 20024 ("Premises"). The marine vessel is The Boomerang Boat, with a capacity of 49 passengers, with 49 seats; and

WHEREAS, applicant has also applied for entertainment and dancing endorsements on The Boomerang Boat; and

WHEREAS, Applicant will offer scheduled cruises and charters in rivers and waters of the District of Columbia, originating from and terminating at Diamond Teague Park in Southeast, Washington, DC, or the Georgetown waterfront, in Northwest, Washington DC. The usual duration of each trip is no more than three (3) hours. Catered light food and snacks will be available throughout the trip. Alcohol service can be provided immediately after leaving the dock and up to 15 minutes prior to returning to dock; and

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

Sunday – 10:00 a.m. to 2:00 a.m.;
Monday – Thursday 10:00 a.m. to 2:00 a.m.; and
Friday and Saturday 10:00 a.m. to 3:00 a.m.

On days before holidays designated by the DC ABC Board as "Extended Hours for ABC Establishments," Applicant may operate, serve alcohol, and provide entertainment for one additional hour (that is, one hour later in the morning). On New Year's Eve, Applicant may operate, serve, and provide entertainment until 4am.

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.

   Any change from this model shall be considered to be a substantial change in operation and requires prior approval by the ABC Board.

2. ***Sidewalk Café.*** There is no sidewalk café; no food or alcohol service shall be available in the dock, pre-boarding or waiting areas.

3. ***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 the vessel shall be reduced when exiting and entering the Washington Channel, Georgetown area, and Anacostia River areas and shut off 5 minutes prior to landing and while at dockside. Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of any doors during the cruises.

4. ***Parking/Valet Arrangements.*** It is a concern of ANC6D that the Applicant's operation of the Establishment does not create or exacerbate parking problems within the ANC boundaries. There is limited street parking adjacent to the Diamond Teague Park on days when Nationals Stadium is in use; however, on such days there is extensive off-street parking available. The Diamond Teague Park is within walking distance of the Navy Yard subway station. The Applicant shall include in all advertisements and information for patrons that there is limited street parking and that bus and subway service is nearby.

5. ***Public Space and Trash.*** Applicant shall keep the dock areas surrounding the berth of the marine vessel 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 or disposed of in secure containers maintained by the operator of Diamond Teague Park Marina.

6. ***Rats and Vermin Control.*** The operator of the Gangplank Marina provides professional rat and vermin control. Applicant shall have the Establishment and the area around the

berth properly cleaned at the end of each night to ensure that there are not garbage and odors present the following morning.

7. ***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, the Coast Guard, and other enforcement officials when known or suspected drug activities occur. In accordance with Coast Guard requirements, Applicant's on-board personnel shall be trained in CPR and first aid.

Applicant shall maintain a log on the 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 ANC, MPD and/or ABRA on request. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the marine vessel and dock. The Applicant shall ensure that there is no post-cruise activity continuing on the dock and that any persons who are congregating in that manner shall be asked to move along.

Applicant shall ensure that no alcoholic beverages are carried out of the marine vessel so that they can be consumed on public space or in a vehicle. Applicant shall make available phone numbers of local taxi services for the use of patrons.

8. ***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. On chartered tours, the caterer shall be responsible for initial ID (age) check, but the applicant is responsible for abiding by all provisions of ABRA regulations.

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

10. ***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:

Boomerang Boat Tours LLC t/a The Boomerang Boat
Mr. David M. DuBois, and Nicole Asquith, Managing Members
2909 Olive Street, N.W.
Washington, D. C. 20007
Phones: 202-549-2659
202-725-6226
FAX: 888-784-5451
Email: Dave@ridetheboomerang.com
Nikki@ridetheboomerang.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
Office@ANC6D.org

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. ***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, ABC Committee, ANC6D Coralie Farlee 10/18/10 Coralie Farlee Date **ANC Commissioner** Andy Litsky Andy Litsky, ANC6D04 Date **Chair, ANC6D** Ron McBee 10/18/10 Ron McBee Date	**Boomerang Boat Tours LLC** **t/a The Boomerang Boat** David M. DuBois, Managing Member 10-18-10 Date Nicole Asquith, Managing Member 10/18/10 Date