

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

In the Matter of:)

The Capitol Yacht Club)
t/a Capitol Yacht Club)

Applicant for a Transfer to a New Location)
of a Retailer's Class CX Club License)

License No. ABRA-096839
Order No. 2014-494

660 Water Street, S.W.)
Washington, D.C. 20024)

The Capitol Yacht Club, t/a Capitol Yacht Club (Applicant)

Roger Moffatt and Coralie Farlee, Commissioners, 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 SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that The Capitol Yacht Club, t/a Capitol Yacht Club, Applicant for a Transfer to a New Location of its Retailer's Class CX Club License, located at 660 Water Street, S.W., Washington, D.C., and ANC 6D have entered into a Settlement Agreement (Agreement), dated November 10, 2014, 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 Commissioners Roger Moffatt and Coralie Farlee, on behalf of ANC 6D, are signatories to the Agreement.

Accordingly, it is this 3rd day of December, 2014, **ORDERED** that:

1. The above-referenced Settlement 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:

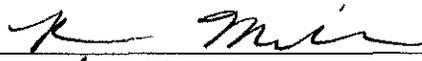
Fourth Whereas paragraph – The last sentence shall be modified to read as follows: “The Parties agree that any change in operations is considered to be a substantial change which is of great concern to residents and requires prior approval by the ABC Board.”

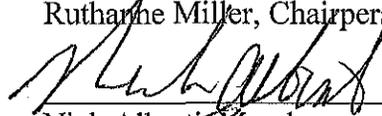
Section 12 (Notice and Opportunity to Cure) – The following language shall be modified to read as follows: “If Applicant or the licensee fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30-days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for filing a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(e).”

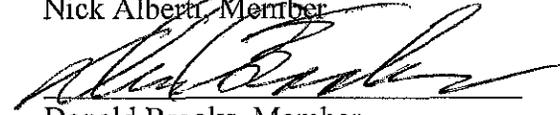
The parties have agreed to these modifications.

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

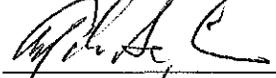
District of Columbia
Alcoholic Beverage Control Board


Ruthanne Miller, Chairperson

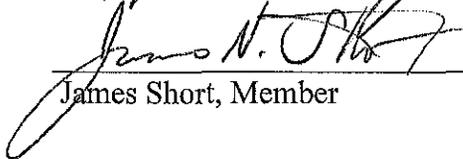

Nick Alberti, Member


Donald Brooks, Member

Herman Jones, Member


Mike Silverstein, Member


Hector Rodriguez, Member


James Short, Member

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

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

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ABRA

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement") is made on this 10th day of November 2014 by and between Capital Yacht Club t/a The Capital Yacht Club ("Applicant"), 660 Water Street, SW, License # 096839 and Advisory Neighborhood Commission 6D ("Protestant"), (collectively, the "Parties"). This Cooperative Agreement replaces and updates the previous Voluntary Agreement under License # 001324 dated March 25, 2008.

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 C (Club) for a business establishment ("Establishment") located at 660 Water Street, SW, Washington, D.C. 20024 ("Premises"); and

WHEREAS, Protestant is ANC6D, which filed a timely protest (the "Protest") against the issuance of the Applicant's license application pursuant to D.C. Official Code § 25-601(1) and 601(4), respectively;- and

WHEREAS, the Parties are desirous of entering into a Settlement Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize, within the ANC, (1) the effect of the establishment on peace, order, and quiet, including the noise and litter provisions set forth in §§ 25-725 and 25-726; and (2) the effect of the establishment upon residential parking needs and vehicular and pedestrian safety, and to eliminate the need for a Protest Hearing regarding the license application; 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 of great concern to the Parties which they may bring to the ABC Board's attention. The Parties acknowledge that any change in operations requires prior Board approval by ABRA to be a substantial change in operation of great concern to residents and requires prior approval by the ABC Board.

WHEREAS, Applicant agrees to comply with ABRA Regulations as applicable to liquor licenses regarding the ownership of the license and all other provisions applicable to liquor licenses and agrees that Protestants shall have standing to ask the ABC Board to enforce any violations of the agreement.

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

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 a Retail Class C (Club) Establishment with total occupancy of 150 which provides alcohol to members and guests.
3. **Hours of Operation and Sales.** The Applicant's hours of operation and sales and service and consumption of alcohol shall be as follows:
Sunday 10 a.m. – 2 a.m.,
Monday through Saturday 8 a.m. – 2 a.m.
4. **Floors Utilized and Occupancy.** The Applicant will operate its establishment on the first floor of the building. The Establishment will have no more than 150 seats with a maximum occupancy of 150 persons, including standing members and/or guests.
5. **Parking Arrangements.** It is a concern of the Protestants that the Applicant's operation of the Establishment does not create or exacerbate parking problems within the ANC. There are limited spaces available for member parking. The Applicant shall notify guests that there is limited parking in the vicinity and shall provide information about public transportation.
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 may not be heard in any premises other than the licensed establishment. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry or exit doors. If it is determined by ANC6D that the area surrounding the Establishment has developed with residential and business occupants, Applicant and ANC6D (as represented by the SMD Commissioner and ABC Committee) will work together to determine most appropriate options for noise mitigation. Noise mitigation may include modifications to the building or muting or muffling of objects by such means as cinderblock or wooden walls, vines, trees in planters, fountains with running water.

7. **Public Space and Trash.** Applicant shall keep the sidewalk (up to and including the curb), tree box(es), curb, and alley clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed. The Applicant agrees to 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 the abutting property owners and so that no garbage is placed on the abutting property.
9. **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 the Protestants. 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.
10. **Security Cooperation in Stemming Illegal Drugs and Public Drinking.** Protestants are concerned that the capacity sought by the Applicant for the Premises will pose security and crime issues. Applicant agrees that it shall take all necessary steps to minimize such problems, 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 keep a written log of all calls for service when the establishment appropriately asks for assistance from MPD; the log which will contain entries of all incidents for which MPD service has been requested, along with description of the incident, name of employee or contractor involved, name of victim or complainant, and how the incident was resolved.
11. **Participation in the Community.** Applicant agrees to seek to maintain open communication with the Protestants, and the community for which the ANC6D 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 filing a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(3). 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:

**REQUEST FOR MEMBERSHIP LISTS
OF RIVER PARK MUTUAL HOMES, INC. ***

The undersigned River Park members, who have been stockholders of record for at least six months, request copies of the latest membership/stockholder lists showing names and addresses including the postal mailing addresses of off-site members.

Unit	Print full name	Signature	Date	Choose one: Paper copy or Electronic

River Park Bylaws Article IX:

Section 10 Refinancing/Placing Debt on Real Property

Any decision involving refinancing or placing debt secured by the real property of River Park, as well as authorizing a maximum amount or any such refinancing or debt, will be made by the members by a vote taken at an Annual or Special meeting. Furthermore, 25% of the membership must vote in the affirmative in order to give the Board that Authority.

Section 4 Inspection of Books

Financial statements, membership lists, and non-confidential vendor contracts of the Corporation shall be available at the principal office of the Corporation for inspection during normal business hours by any member. Members may make copies of financial statement but may not make copies of any vendor contracts without the prior written consent of the Board of Directors.

Maryland Code, Section 2-513, provides that one or more persons who together are and for at least six months have been stockholders of record of at least five (5) percent of the stock of the corporation may:

- In person or by agent, on written request, inspect and copy during usual business hours the corporation's books of account and its stock ledger.

- In case the corporation does not maintain the original or duplicate stock ledger at its principal office, the shareholder may present to any officer or resident agent of the corporation a written request for a list of stockholders.

Section 2-513 also provides that within 20 days after a request for the above information is made by five (5) percent of the stockholders, the corporation must prepare and have available on file at its principal office a list of stockholders verified under oath by one of its officers or its stock transfer agent (here EJ Flynn), or registrar which sets forth the name and address of each stockholder and the number of shares of each class which the stockholder holds.

- **Return signed/completed petitions to: Gale Kaufmann, T-316 for compilation and presentation to GM/RP President**

If to Applicant: The Capital Yacht Club
 660 Water Street, SW
 Washington, DC 20024
 Attn: General Manager OR Commodore
 (202) 488-8110
 Fax (202) 488-1429
 e-mail: GM@capitalyachtclub.com OR
Commodore@capitalyachtclub.com

If to Protestants: Advisory Neighborhood Commission 6D
 1101 4th Street, SW, Suite W130
 Washington, DC 20024
 Attn: Chair, ANC6D
 (202) 202 554-1795
 Fax (202) 202 554-1774
 e-mail: 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.

14. **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:

<p>Chair, ANC6D</p> <p><i>Roger Moffatt</i> <u>11/10/2014</u> Roger Moffatt, SMD05 Date</p>	<p>The Capital Yacht Club</p> <p><i>Tim Ricker</i> <u>Nov. 12, 2014</u> By: Tim Ricker Date Commodore</p>
<p>Chair, ABC Committee, ANC6D</p> <p><i>Coralie Farlee</i> <u>10 Nov 14</u> Coralie Farlee Date</p>	

Jenkins



ANC 6D

Near Southeast/Southwest Advisory Neighborhood Commission 6D

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ABRA
@W

1101 Fourth Street, SW
Suite W130
Washington, DC 20024
202.554.1795
Email: office@anc6d.org
Website: www.anc6d.org

November 10, 2014

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

OFFICERS

Chairman
Roger Moffatt

Vice Chairman
Andy Litsky

Secretary
Stacy Cloyd

Treasurer
Rachel Reilly Carroll

COMMISSIONERS

- SMD 1 - Sam Manero
- SMD 2 - Stacy Cloyd
- SMD 3 - Rachel Reilly Carroll
- SMD 4 - Andy Litsky
- SMD 5 - Roger Moffatt
- SMD 6 - Rhonda Hamilton
- SMD 7 - Vacant

RE: ANC6D new Cooperative Agreement after location change for The Capital Yacht Club, to 660 Water Street, SW, New License #096839 1324

Dear Ms. Miller:

At its regularly scheduled, properly noticed meeting on November 10, 2014, with a quorum present, the Advisory Commission 6D voted 4 to 0 to 0 to recommend approval of new Cooperative Agreement for The Capital Yacht Club, ABRA Class CX License # 096839. This Cooperative Agreement replaces and updates the previous Voluntary Agreement dated March 25, 2008 under License # 001324.

The ANC previously reviewed the appropriateness standard and recommended no conflict in the new location. However, new policy (and new provisions in DC law) indicates that the ABC Board will not enforce existing VAs after a location change; therefore, the attached updated agreement has been developed.

Please contact Commissioner Moffatt 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
Sarah Fashbaugh

Attachment: CA 11/10/14