

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

In the Matter of:	)	
	)	
Premier Yachts, Inc.	)	
t/a Odyssey Cruises	)	Case No. 10-PRO-00061
	)	License No. 022107
	)	Order No. 2010-398
Applicant for Renewal of a	)	
Retailer's Class CX License	)	
	)	
at premises	)	
600 Water Street, S.W.	)	
Washington, D.C. 20024	)	

Premier Yachts, Inc., t/a Odyssey Cruises, 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 AND RESTATED VOLUNTARY AGREEMENT AND  
WITHDRAWAL OF PROTEST**

The official records of the Alcoholic Beverage Control Board (Board) reflect that Premier Yachts, Inc., t/a Odyssey Cruises (Applicant), Applicant for renewal of a Retailer's Class CX License located at 600 Water Street, S.W., Washington, D.C., and ANC 6D have entered into an Amended and Restated Voluntary Agreement, dated July 12, 2010 (Agreement), setting forth the terms and conditions that govern the operation of the Applicant's establishment. The Applicant and Chairperson Ron McBee, Dr. Coralie Farlee, and Commissioner Andy Litsky, on behalf of ANC 6D, are signatories to this Agreement. This Agreement constitutes a withdrawal of the Protest of this Application.

Accordingly, it is this 21st day of July 2010, **ORDERED** that:

1. The Application filed by Premier Yachts, Inc., t/a Odyssey Cruises (Applicant), for renewal of a Retailer's Class CX license located at 800 Water Street, S.W., Washington, D.C., is **GRANTED**;
2. The Protest in this matter is hereby **DISMISSED**;
3. The above-referenced Amended and Restated Voluntary Agreement 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 sentences in Section 7 to be removed by this **ORDER**;

“Applicant will endeavor to provide support to improve the quality of life for residents of the neighborhood, including support to civic and cultural organizations in the ANC6D area of the near SE/SW community. Applicant shall participate in neighborhood and community activities and shall be supportive of festivals, student activities, and waterfront activities.”

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

Premier Yachts, Inc.  
t/a Odyssey Cruises  
License No. 022107  
Page 3

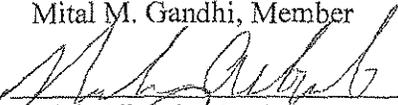
District of Columbia  
Alcoholic Beverage Control Board

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Charles Brodsky, Chairperson

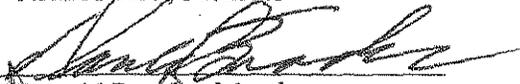
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Mital M. Gandhi, Member



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Nick Alberti, Member



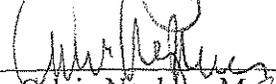
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Donald Brooks, Member



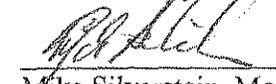
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Herman Jones, Member



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Calvin Nophlin, Member



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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, D.C. 20009.

ABRA



**Advisory Neighborhood  
Commission 6D**

1101 4<sup>th</sup> Street, SW, Suite W130  
Washington, DC 20024  
ANC Office: 202 554-1795 ■ FAX: 202 554-1774  
[office@anc6d.org](mailto:office@anc6d.org)



**AMENDED AND RESTATED VOLUNTARY AGREEMENT**

This AMENDED and RESTATED VOLUNTARY AGREEMENT (“Agreement”) is made on this 12<sup>th</sup> day of July 2010 by and between Premier Yachts, Inc. t/a Odyssey Cruises (“Applicant”), and Advisory Neighborhood Commission 6D (“Protestant”), (collectively, the “Parties”). This voluntary agreement amends and supersedes the voluntary agreement signed on August 12, 1997 between Premier Yachts, Inc. t/a Odyssey Cruises and ANC2D. The location of the applicant has not changed; the ANC boundaries were adjusted subsequent to the 2000 US Census.

2010 JUL 12 9 2  
DISTRICT OF COLUMBIA  
ALCOHOL BEVERAGE  
REGULATION DIVISION

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WHEREAS, Applicant has applied to renew a Retailer License Class CX for a Marine Vessel, the Establishment (“Establishment”) located at 600 Water Street, S.W., Washington, D.C. (“Premises”)

WHEREAS, Protestant is Advisory Neighborhood Commission 6D, which filed a timely protest (the “Protest”) against the renewal of the Applicant’s license on pursuant to D.C. Official Code § 25-601(1) and 601(4), respectively, as well as Title 25-313(b)(2) and (3); and

WHEREAS, the Applicant will manage and operate a 600 passenger Marine Vessel known as Odyssey III offering fine dining, entertainment and dancing while cruising the waters of the Potomac River, The Washington Channel, and the Anacostia River from the facilities of The Gangplank Marina (“Marina”) at 600 Water Street, S. W.; 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) residential parking needs and vehicular and pedestrian safety, and to eliminate the need for a Protest Hearing regarding the license renewal application; 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 renewal 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. ***Parking/Valet and Bus Arrangements.*** It is a principal concern of the Protestants that the Applicant’s operation of the Establishment does not create or exacerbate parking problems within the ANC boundaries. To resolve these problems, the applicant agrees to the following:

a. provide one hundred four (104) spaces for automobiles, parked stadium style, for its passengers and employees and dedicated solely for Applicant's use, at The Gangplank Marina. This agreement is subject to Applicant's ability to continue its current use and contract with The Gangplank Marina which manages the Marina for the DC Government. If this contract with the Gangplank Marina to provide 104 parking spaces terminates for any reason, Applicant shall make a good faith effort to secure and enter into a like agreement to provide adequate off-street private parking for its patrons and employees.

b. Regarding busses that transport patrons to the establishment, the Applicant agrees that it shall take the following steps to prohibit idling as that term is defined in DCMR Title 20, Chapter 9, by any and all buses used in the transport of Applicant's passengers:

(1) Provide bus operators and clients with information about DC idling laws especially as relevant to residential neighborhoods (See Attachments 1 and 2 for copy of letters provided to Bus Operators and Customers). The information in these letters includes references to DC bus idling law in DCMR Title 20, Chapter 9 regarding bus idling as well as the penalty provisions in the law; it also incorporates the requirement that such busses park in DC approved bus holding or parking areas.

(2) Under the circumstances that Applicant is aware that its client(s) will contract for bus service without Applicant's involvement, Applicant agrees to (a) give notice to each client that buses must depart The Gangplank Marina area immediately after discharging or picking up passengers; (b) advise the client(s) of the DC approved bus parking locations referenced above to which the operators shall park their vehicles;

c. Applicant agrees that it shall use its own assigned employees for all cruises to assist in directing the traffic flow occasioned by Applicant's passengers.

3. ***Outside area.*** No containers, cups, bottles/cans, etc. regardless of content shall be permitted outside of or to leave the dock or pre-boarding/waiting area.

4. ***Noise and Privacy.*** Applicant agrees that it will not broadcast any music, whether live or recorded, from any exterior speaker(s) on the vessel after 10:00 p.m. on any evening. Applicant agrees further that at the end of each cruise it will make an announcement to its passengers requesting that they exit the vessel quietly in deference to neighborhood residents. Applicant also agrees that it will post, to the extent provided by law and regulation and with the permission of the Marina, at least one (1) sign on the Marina's premises requesting its passengers to exit the neighborhood quietly. Applicant agrees further that it will not cause noise from any live or recorded music on board its ship or at its dock to exceed sound levels permitted under the DC Noise Control Act of 1977, as amended [DC Official Code 25-725]. In no case shall Applicant allow noise from any live or recorded music on board its ship or at its dock to exceed sixty-five (65) decibels when measured from a distance of at least fifty (50) feet from the source of the music.

5. ***Public Space, Trash, and Vermin Control.*** Applicant shall post its staff at the vessel's gangway to ensure that passengers do not disembark carrying glasses, linens, or other items which could litter the premises and to ensure that no containers, cups, bottles/cans, etc. regardless of content shall be permitted outside of or to leave the dock or pre-boarding/waiting area. Applicant agrees to keep the areas surrounding the dock of the marine vessel clean and free of litter, bottles, and other debris in compliance with Title 25-726 and D.C. Code and Municipal Regulations. Applicant shall have a member of its staff regularly inspect its pier and dock area after each cruise for litter or trash and to remove such immediately to prevent attraction of rodents and vermin.

6. ***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.

7. ***Participation in the Community.*** Applicant agrees to seek to maintain open communication with the Protestants, and the community for which the ANC acts. Applicant will endeavor to provide support to improve the quality of life for residents of the neighborhood, including support to civic and cultural organizations in the ANC6D area of the near SE/SW community. Applicant shall participate in neighborhood and community activities and shall be supportive of festivals, student activities, and waterfront activities.

8. ***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: Premier Yachts, Inc. t/a Odyssey Cruises  
600 Water Street, S. W.  
Washington, DC 20024  
Attn: Sal Naso, Vice President/General Manager  
(202) 264-3617  
Fax (202) 488-6011

If to Protestants: Advisory Neighborhood Commission 6D  
1101 4<sup>th</sup> Street, S. W., Suite W130  
Washington, DC 20024  
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.

9. **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, ABC Committee, ANC6D <u>Coralie Farlee</u> <u>7/12/10</u> Coralie Farlee Date</p>	<p>Premier Yachts, Inc. t/a Odyssey Cruises <u>[Signature]</u></p>
<p>ANC6D04 <u>for Ron McBee</u> <u>7/12/10</u> By: Commissioner Andy Litsky Date</p>	<p>By: <u>Sal Naso</u>, Vice President/ General Manager <u>7-12-10</u> Date</p>
<p>Chair, ANC6D <u>Ron McBee</u> <u>7/12/10</u> Commissioner Ron McBee Date</p>	

## ENTERTAINMENT CRUISES

600 WATER STREET SW » WASHINGTON DC 20024  
WWW.ENTERTAINMENTCRUISES.COM

Dear Valued Bus Operator,

Thank you for the opportunity to serve you and your clients. We really appreciate all that you do to bring business our way and trust that we are meeting all of your expectations. As most of you know our ships are located directly across from a residential building here at the Southwest **Waterfront**. Several of the residents have contacted us complaining about idling buses causing both noise and air quality issues.

I am sure you are aware that the District of Columbia has very strict no idling laws.

The DC idling law (DCMR TITLE 20) which applies to buses with seating capacity of twelve or more, restricts idling to three minutes. The law exempts private passenger vehicles, idling to power on-board equipment (e.g., cement mixers), and idling when the temperature is thirty-two degrees Fahrenheit or below (5 minutes only). Fine can be up to \$5,000.

I am writing to ask your help in continuing to follow these laws and to park in DC approved bus holding or parking areas. Please be conscious of the impact that bus presence has on local residents. I am also asking if there is anything we can do to make the process smoother and mitigate any perceived disruption to the neighborhood.

Thank you for your time, cooperation and continued patronage.



Sal Naso  
Vice President and General Manager  
*Entertainment Cruises*  
Washington DC and National Harbor Maryland  
202.264.3617  
snaso@entertainmentcruises.com

BOSTON, MA • CHICAGO, IL • NORFOLK, VA • NEW YORK, NY • WEEHAWKEN, NJ • PHILADELPHIA, PA • WASHINGTON, DC

ODYSSEY **SPIRIT BATEAUX**, New York Mystic Blue" Seadog  
*SPIRIT ELITE* Yacht charters

## ENTERTAINMENT CRUISES

600 WATER STREET SW\* WASHINGTON DC 20024  
WWW.ENTERTAINMENTCRUISES.COM

Dear Valued Customer,

Thank you for the opportunity to serve you and your clients. We really appreciate all that you do to bring business our way and trust that we are meeting all of your expectations. As most of you know our ships are located directly across from a residential building here at the Southwest Waterfront. Several of the residents have contacted us complaining about idling buses causing both noise and air quality issues.

I am sure you are aware that the District of Columbia has very strict no idling laws. However enforcement is not always practical.

The DC idling law (DCMR TITLE 20) which applies to buses with seating capacity of twelve or more, restricts idling to three minutes. The law exempts private passenger vehicles, idling to power on-board equipment (e.g., cement mixers), and idling when the temperature is thirty-two degrees Fahrenheit or below (5 minutes only). Fine can be up to \$5,000.

I am writing to ask your help in communicating with the operators who provide your buses that it is extremely important to follow these laws and to park in DC approved bus holding or parking areas. Please be conscious of the impact that their presence has on local residents. I am also asking if there is anything we can do to make the process smoother and mitigate any perceived disruption to the neighborhood.

Thank you for your time, cooperation and continued patronage.



Sal Naso  
Vice President and General Manager  
Entertainment Cruises  
Washington DC and National Harbor Maryland  
202.264.3617 snaso@entertainmentcruises.com

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ODYSSEY SPIRIT, BATEAUX, NEW YORK, Mystic Blue  
Seadog, Spirit ELITE Yacht Charters



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

*Davis*

July 13, 2010

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

**Re: VA for Odyssey Cruises, ABRA License #022107; Spirit of Mount Vernon, ABRA License #077414; Spirit of Washington, ABRA License #-77416; and Capital Elite, ABRA License #077418**

Dear Mr. Brodsky:

Attached are two Voluntary Agreements. One is for the Odyssey Cruises which restates portions of the still valid 1997 VA, and amends it. The second Voluntary Agreement covers the other 3 boats (Spirit of Mount Vernon, Spirit of Washington, and Capital Elite) which have not had previous VAs in place. These VAs were agreed to at the ANC6D business meeting of July 12, with a quorum present, and passed with a vote of 3 to 1.

Please note that we have been quite comprehensive in the VAs regarding the parking section of the agreements since that was our major rationale for registering the protest. In addition, we have a somewhat detailed section on "noise and privacy" -- the other rationale for the ANC protest. We respectfully request that the ABC Board retains the language of our agreement which has been well discussed and agreed to by the licensee's attorney and the CFO in the company's Chicago's office.

With this submission of the completed VAs, we understand that this will cancel the need for the Mediation session scheduled for July 20, the Status hearing on July 21, and the Protest hearing on July 28.

Please feel free to contact me, or Bert Randolph, Administrative Assistant, for ANC6D, or Coralie Farlee, Chair of the ABC Committee, ANC6D if you have questions.

Sincerely,

Ron McBee  
Chairman 6D

Cc: Martha Jenkins  
Thea Davis  
LaVerne Fletcher w/copies of VAs

RECORDED  
2010 JUL 12 P 8:27  
DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE  
REGULATORY ADMINISTRATION