

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

In the Matter of:)	
)	
DC Harbor Cruises, LLC)	License Number: 84405
t/a Patriot II)	ORDER NUMBER: 2010-378
)	
Applicant for a Retailer's)	
Class CX License)	
at premises)	
100 Potomac Avenue, S.E.)	
Washington, D.C. 20003)	

DC Harbor Cruises, LLC, t/a Patriot II, Applicant

Coralie Farlee, Chairperson, ABC Committee, Advisory Neighborhood Commission (ANC) 6D

Robert Siegel, Commissioner, ANC 6D

Ron McBee, Chairperson, ANC 6D

BEFORE: Nick Alberti, Acting Chairperson
Donald Brooks, Member
Calvin Nophlin, Member
Mike Silverstein, Member

ORDER ON VOLUNTARY AGREEMENT

The official records of the Alcoholic Control Board (Board) reflect that DC Harbor Cruises, LLC, t/a Patriot II, (Applicant), applied for a Retailer's Class CX License located at 100 Potomac Avenue, S.E., Washington, D.C. The Applicant, Chairperson Ron McBee, Commissioner Robert Siegel, and Coralie Farlee, Chair of the ABC Committee, on behalf of ANC 6D (collectively, the "Parties") have entered into a Voluntary Agreement (Agreement) dated May 10, 2010, setting forth the terms and conditions 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, Chairperson Ron McBee, Commissioner Robert

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t/a Patriot II
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Siegel, and Coralie Farlee, Chairperson of the ABC Committee, on behalf of ANC 6D are signatories to the Agreement.

Accordingly, it is this 7th day of July 2010, **ORDERED** that:

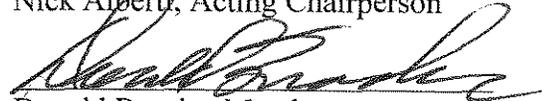
1. The Application filed by DC Harbor Cruises, LLC, t/a Patriot II, for a Retailer's Class CX license located at 100 Potomac Avenue, S.E., Washington, D.C., is **GRANTED**;
2. This above-referenced Agreement submitted by the Parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
3. Copies of this Order shall be sent to the Applicant and ANC 6D.

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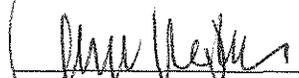
District of Columbia
Alcoholic Beverage Control Board



Nick Alberti, Acting Chairperson



Donald Brooks, 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.

AB 2A



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

DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE
REGULATION
ADMINISTRATION
2010 JUN 28 A 8:57
COMM

AMENDED VOLUNTARY AGREEMENT

THIS AMENDED VOLUNTARY AGREEMENT (“Agreement”) is made on this 26th day of June 2010 by and between DC Harbor Cruises, LLC, t/a Patriot II (“Applicant”), and Advisory Neighborhood Commission 6D (“Protestant”), (collectively, the “Parties”). This amended voluntary agreement replaces the Voluntary Agreement dated May 10, 2010.

WITNESSETH

WHEREAS, Applicant has applied for a License Class CX for one (1) marine vessel operating under the DC Harbor Cruises, LLC (“Establishment”) located at Diamond Teague Park, 100 Potomac Avenue, SE, Washington, D.C. 20003 (“Premises”). The marine vessel is Patriot II, with a capacity of 149 passengers. This marine vessel will be included in this license.

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board (“ABC Board”) approve the Applicant’s license application conditioned upon the Applicant’s compliance with the terms of this written Agreement; and

WHEREAS, the Parties are desirous of entering into a Voluntary Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect on (i) the peace, order and quiet of the neighborhood and (ii) pedestrian safety and vehicular traffic, and to eliminate the need for a Protest Hearing regarding the license application.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the Parties agree as follows:

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
2. **Nature of the Business.** The Applicant manages and operates one marine vessel which will offer scheduled and chartered trips from March to December. The usual duration of each trip is no more than three (3) hours. Light 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. For chartered events (private parties), the applicant allows or provides

entertainment, including DJs and/or live entertainment. 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 – 10am-2am;

Monday – Thursday 8am-2am; and

Friday and Saturday 8am-3am; provided, that on days (before holidays) designated by the DC ABC Board as "Extended Hours for ABC Establishments" Applicant may operate and serve for one additional hour (that is, one hour later in the morning). Hours of entertainment (chartered events only) shall be identical to above; provided, further, that on New Year's Eve, Applicant may operate and serve until 4am.

4. ***Floors Utilized and Occupancy.*** The Applicant manages and operates one marine vessel, Patriot II which has two (2) decks with a total occupancy that will not exceed 149 persons, with one hundred percent (100%) being seats.

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 the vessel shall be reduced when exiting and entering the Washington Channel and Anacostia River areas and shut off within 15 minutes of 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.

7. ***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 Marina.

8. ***Rats and Vermin Control.*** The operator of the Diamond Teague Marina provides professional rat and vermin control. The Applicant shall provide any additional rat and vermin control for the dock area surrounding its marine vessel as may be required. Applicant shall provide proof of the rat and vermin control contract upon the request of

the Protestants. 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.

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, 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 the ANC 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.

10. ***License Ownership and Compliance with ABRA Regulations.*** Applicant promises to Protestants that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees, and agrees that Protestants shall have standing to ask the ABC Board to enforce any violations of the agreement.
11. ***Participation in the Community.*** Applicant agrees to seek to maintain open communication with the Protestants, and the community for which the ANC acts.
12. ***Notice and Opportunity to Cure.*** In the event that any of the parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If Applicant or the licensee fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30-days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail,

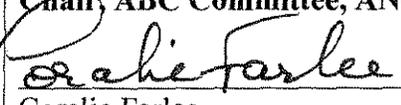
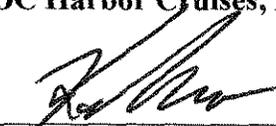
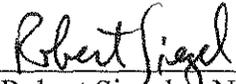
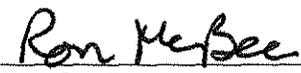
return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt:

If to Applicant: DC Harbor Cruises, LLC t/a Patriot II
 Mr. Kevin Moran, Managing Member
 14001C St. Germain Drive, Suite 342
 Centerville, VA 20121
 Phone: 703-815-3482
 FAX: 703-815-3487
 kmoran@nationalferry.org

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.

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, ABC Committee, ANC6D  Coralie Farlee Date <u>6/26/10</u>	DC Harbor Cruises, LLC  Kevin Moran, Managing Member Date <u>6/26/10</u>
ANC Commissioner  Robert Siegel, ANC6D07 Date <u>6/26/10</u>	
Chair, ANC6D  Ron McBee Date <u>6/26/10</u>	