

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

<b>In the Matter of:</b>	)	
	)	
The Capital Yacht Club	)	
t/a Capital Yacht Club	)	
	)	
Holder of a	)	License No. ABRA-001324
Retailer's Class CX Club License	)	Order No. 2015-0383
	)	
660 Water Street, S.W.	)	
Washington, D.C. 20024	)	
	)	

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

Roger Moffatt and Dr. 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 FIRST AMENDMENT TO COOPERATIVE AGREEMENT**

The official records of the Alcoholic Beverage Control Board (Board) reflect that The Capital Yacht Club, t/a Capital Yacht Club (Licensee), and ANC 6D entered into Cooperative Agreement (Agreement), dated November 10, 2014, that governs the operation of the Licensee's establishment. This matter comes now before the Board to consider the Parties' First Amendment to Cooperative Agreement (Amendment), dated July 14, 2015, in accordance with D.C. Official Code § 25-446 (2001).

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

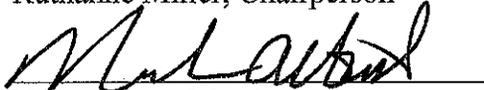
Accordingly, it is this 5th day of August, 2015, **ORDERED** that:

1. The above-referenced First Amendment to Cooperative Agreement, dated July 14, 2015, submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
2. All terms and conditions of the original Agreement, not amended by the Amendment, shall remain in full force and effect; and
3. Copies of this Order shall be sent to the Licensee and ANC 6D.

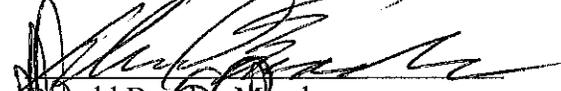
District of Columbia  
Alcoholic Beverage Control Board



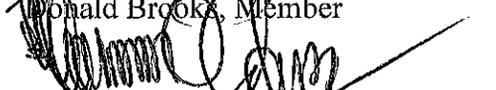
Ruthanne Miller, Chairperson



Nick Alberti, Member



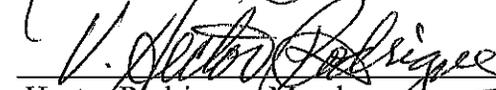
Donald Brooks, Member



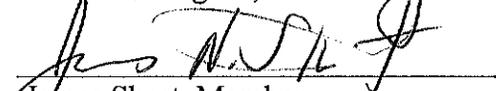
Herman Jones, Member



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 14<sup>th</sup> 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 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)

ALCOHOLIC BEVERAGE  
REGULATORY  
COMMISSION  
JUL 15 A 11:22  
MABRA

### AMENDMENT #1 TO COOPERATIVE AGREEMENT

THIS AMENDMENT TO COOPERATIVE AGREEMENT is made on this 15<sup>th</sup> day of July, 2015, by and between Capital Yacht Club, t/a The Capital Yacht Club (CYC) License Class CX # 001324 (licensee) and Advisory Neighborhood Commission 6D (ANC6D/ the ANC/Protestant), collectively, the Parties.

#### RECITALS

WHEREAS, Licensee and ANC6D entered into new Cooperative Agreement dated November 10, 2014, for an establishment located at 660 Water Street, SW, Washington, D.C. 20024, and

WHEREAS, the Licensee, in its previous location at 1000 Water Street, SW, in 1957, established the practice of firing a cannon every day, later modified to only on Fridays (the end of the work week) and on special occasions (such as holidays and the beginning of the yachting season); and

WHEREAS, in 2014, Licensee moved from its long-time location at 1000 Water Street, SW (where there were no affected residents or patrons of businesses nearby) to 660 Water Street, SW, (because of construction/development activity at the SW waterfront), where, at the new location, the long-time residents of the Port of Washington Yacht Club (POWYC) and the Gangplank Slipholders Association (GPSA) were subjected to the noise created by the firing of a cannon; and

WHEREAS, at the time of the development of the November 10, 2014 Cooperative Agreement, the Licensee did not possess a current license for the new location, and there had been noise complaints expressed to the ANC (ABC Committee) by nearby residents; and

WHEREAS, the November 10, 2014 Agreement included restrictions on “noise and privacy with the first sentence indicating that “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” with succeeding sentences suggesting various forms of noise mitigation; and

WHEREAS, the Licensee has subsequently obtained from the MPD Harbor Master a new “Permit for Marine Event” dated April 7, 2015, for the 660 Water Street, SW location which authorizes dusk to sunset firing of the “saluting cannon” on the event dates of: April 1– November 30, 2015 each Friday at sunset, plus at or about 1200 hours on all National Holidays and May 3, July 4, October 19, 2015 and first Sunday February 2016; and

WHEREAS, since November, 2014, the Licensee has discussed the situation with representatives of the POWYC and the GPSA and reached a compromise (signed on June 5, 2015 by representatives of CYC and POWYC), with the agreement indicating that “members of both organizations support CYC proceeding with its cannon firing tradition under this arrangement and have no remaining issues” – as follows: (1) the CYC will be permitted to fire its cannon on Friday evenings at sunset and on specified special occasions in accordance with the

terms of its permit; (2) the cannon will be located on the landing of CYC's B dock and pointed toward the 14<sup>th</sup> Street bridge; and (3) CYC will provide notice to POWYC and GPSA of the specific dates and times of firing; and

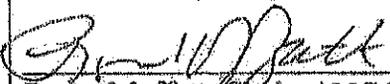
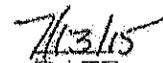
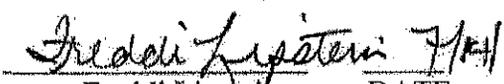
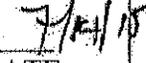
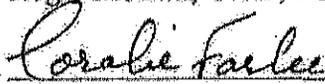
WHEREAS, the Parties request that the Alcoholic Beverage Control Board approve this Amendment to Cooperative Agreement conditioned upon the Licensee's compliance with the terms of this written Amendment and the previously executed Cooperative Agreement and Board Order; and

NOW, THEREFORE, in consideration of the recitals set forth above, it is mutually understood and agreed by and between the undersigned Parties to amend the previously executed Cooperative Agreement as follows:

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
2. Paragraph 6 on **Noise and Privacy** is amended to read as follows, after the first sentence:

The parties recognize that the licensee holds a current permit to fire a saluting cannon on specified dates and Friday evenings at sunset between April 1 and November 30, 2015, and that the permit from MPD's Harbor Master allows for an exception to the noise restrictions in Title 25-725 provided that the licensee (1) locate the cannon on its B-dock landing, (2) point the cannon toward the 14<sup>th</sup> Street bridge, and (3) advise in writing the GPSA and POWYC. Further, the Licensee shall also (1) alert nearby persons in advance of the cannon firing either by the rapid ringing of a bell for a ten second duration from the CYC clubhouse, a horn or whistle blast, or by oral notification. The advance notification will occur five minutes before the cannon fires; (2) obtain a renewal permit each year from the MPD Harbor Patrol and (3) notify in writing the relevant owners/managers/representatives of residential buildings, hotels, restaurants and other establishments as the (new) buildings are occupied (as a result of the Southwest waterfront development) about the practice of firing the saluting cannon and the cannon firing schedule.

3. **Compliance with ABRA Regulations.** Licensee promises that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations and all other provisions applicable to liquor licenses.
4. **Agreement Otherwise Unamended.** Except as otherwise provided herein, the terms and conditions of the previously executed Cooperative Agreement and Board Order are expressly reaffirmed and remain in full force and effect.

FOR Advisory Neighborhood CCommission 6D:		FOR LICENSEE, Capital Yacht Club:	
			
Roger Moffatt, Chair, ANC6D	DATE	Freddi Lipstein	DATE
		Commodore	
Coralie Farlee, Chair, ABC Committee	DATE		
cfarlee@mindspring.com			

★ ★ ★  
ANC 6D

*Near Southeast/Southwest*  
Advisory Neighborhood Commission 6D

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

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

July 13, 2015  
ABRANC  
JUL 15 AM 11:11  
ALCOHOL BEVERAGE CONTROL BOARD

**OFFICERS**

Chairperson  
*Roger Moffatt*  
Vice Chairperson  
*Andy Litsky*  
Secretary  
*Stacy Clayd*  
Treasurer  
*Meredith Fascett*

Re: ANC6D recommendation for Amendment #1 to Cooperative Agreement dated 11/10/14 for Capital Yacht Club, t/a The Capital Yacht Club (CYC) in SW, Washington DC, License Class CX #001324

Dear Ms. Miller:

At its regularly scheduled, properly noticed meeting on July 13, 2015, with a quorum present, the Advisory Neighborhood Commission 6D voted 7 to 0 to 0 to recommend Amendment 1 of the existing Cooperative Agreement dated November 10, 2014, and approved by ABC Board Order on December 3, 2014 for the Capital Yacht Club, t/a The Capital Yacht Club (CYC) at 660 Water Street, SW, Washington, DC.

**COMMISSIONERS**

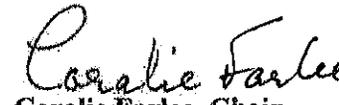
SMD 1 *Marjorie Lightman*  
SMD 2 *Stacy Cloyd*  
SMD 3 *Rachel Reilly Carroll*  
SMD 4 *Andy Litsky*  
SMD 5 *Roger Moffatt*  
SMD 6 *Rhonda Hamilton*  
SMD 7 *Meredith Fascett*

The ANC acknowledges that the tradition of firing a cannon salute is important to the members of the CYC, and that the licensee pledges that neighbors and close establishments have been or will be informed of this practice in advance of the firings. Amendment 1 to the Cooperative Agreement incorporating these provisions is attached.

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

Sincerely,

  
Roger Moffatt, Chair  
ANC6D

  
Coralie Farlee, Chair  
ABC Committee, ANC6D

Cc: Martha Jenkins

Attachment: Amendment 1 to CA

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

<hr/>	)	
	)	
The Capital Yacht Club	)	
t/a Capital Yacht Club	)	
	)	
Application for a	)	License No. 1324
Retailer's Class CX License	)	Order No. 2008-234
at premises	)	
1000 Water Street, S.W.	)	
Washington, D.C.	)	
<hr/>	)	

The Capital Yacht Club t/a Capital Yacht Club, the Applicant

Max Skolnik, Commissioner, on behalf of Advisory Neighborhood Commission 6D

**BEFORE:** Peter B. Feather, Chairperson  
Judy A. Moy, Member  
Mital M. Gandhi, Member  
Nick Alberti, Member  
Charles Brodsky, Member  
Donald Brooks, Member  
Herman Jones, Member

**ORDER ON VOLUNTARY AGREEMENT**

The official records of the Alcoholic Control Board (Board) reflect that the Applicant, The Capital Yacht Club t/a Capital Yacht Club and Max Skolnik, Commissioner, on behalf of Advisory Neighborhood Commission 6D (collectively, the Parties) have entered into a Voluntary Agreement (Agreement) dated March 25, 2008 setting forth the terms and conditions by which the Applicant would operate its establishment. The Agreement has been reduced to writing and has been properly executed and filed with the Board. Both the Applicant and ANC 6D are signatories to the Agreement.

**The Capital Yacht Club**  
**t/a The Capital Yacht Club**  
**License No. 1324**  
**Page Two**

Accordingly, it is this 23th day of July 2008, **ORDERED** that:

1. The above-referenced Voluntary Agreement is **INCORPORATED** as part of this Order; and
2. The Application of The Capital Yacht Club t/a Capital Yacht Club, 1000 Water Street, S.W., Washington, D.C., for a Retailer's Class CX License is **APPROVED**;
3. Copies of this Order shall be sent to the Applicant and to ANC 6D.

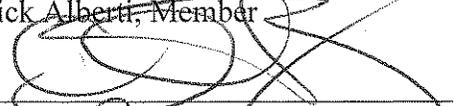
District of Columbia  
Alcoholic Beverage Control Board

  
Peter B. Feather, Chairperson

  
Judy A. Moy, Member

  
Mital M. Gandhi, Member

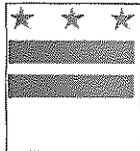
  
Nick Alberti, Member

  
Charles Brodsky, Member

  
Donald Brooks, Member

\_\_\_\_\_  
Herman Jones, 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, 941 North Capitol Street, N.E., Suite 7200, Washington, D.C. 20002.

	Advisory Neighborhood Commission 6D	25 M Street, SW • Washington, DC 20024 202 554-1795 (O) 202-554-1774 (F)
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## VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT (“Agreement”) is made on this 25<sup>th</sup> day of March 2008 by and between the **The Capital Yacht Club** trading as **Capital Yacht Club** (“Applicant” or “Licensee”), and **Advisory Neighborhood Commission 6D** (ANC), (collectively, the “Parties”).

WITNESSETH

WHEREAS, Applicant has applied for a License Class CX-01 for a business establishment (“Establishment”) located at 1000 Water Street, SW 1st Floor, Washington, DC 20024 (“Premises”);

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board (“ABC Board”) affix this agreement to the Applicant’s license; 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.

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 **CX-01** establishment which provides liquor to members and guests. Any change from this model shall be considered by both Parties to be a substantial change in operation of great concern to residents and requires prior approval by the ABC Board.
3. ***Hours of Operation and Sales, Consumption and Service.*** The Applicant’s hours of operation 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 **1st floor** of the building. The Establishment will have no more than 150 seats with a maximum occupancy of 150 persons.
5. ***Parking/Valet Arrangements.*** It is a principal concern of the ANC that the Applicant's operation of the Establishment does not create or exacerbate parking problems within the ANC boundaries.
6. ***Noise and Privacy.*** Applicant has complied with D.C. Official Code § 25-725.
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. Applicant shall ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and so that no garbage is placed on the abutting property.
8. ***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 ANC. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there are not garbage and odors present the following morning.
9. ***Security Cooperation in Stemming Illegal Drugs and Public Drinking.*** The ANC is 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 will keep a written log of all calls for service when the establishment appropriately asks for assistance from MPD, and the Applicant will inform the ANC in writing and by email within a 72-hour period of any such calls.
10. ***License Ownership and Compliance with ABRA Regulations.*** Applicant promises to the ANC 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. Applicant also specifically agrees to be the sole owner of the ABC license.
11. ***Participation in the Community.*** Applicant agrees to seek to maintain open communication with the ANC and/or its Alcohol Beverage Licensing Committee, and the community for which the ANC acts. To this end, Applicant shall from time to time be represented at ANC 6D public meetings, which currently occur on the second Monday of

each month at 7:00 p.m. at the St. Augustine's Church, Washington, D.C. 20024. Applicant, upon notice from the ANC shall send a representative of the Establishment to a meeting(s) to confer and deal in good faith with issues raised under this Agreement.

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:           The Capital Yacht Club  
1000 Water Street, SW, 1st Floor  
Washington, DC 20024  
(202) 488-8110  
Fax (202) 488-1429

If to ANC           :    Advisory Neighborhood Commission 6D  
Address: 25 M St. SW  
Washington, DC 20024  
Attn: Max Skolnik, Commissioner 6D01  
(202) 554-1795  
Fax (202) 554-1774

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

14. ***Attachment to license.*** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, this agreement will become a part of the establishment's license on file with the ABC Board.

**FOR THE COMMUNITY:**

ANC 6D

Max Skolnik, Commissioner ANC 6D01

Max Skolnik

By: Printed Name



Signature

**APPLICANT:**

Capital Yacht Club

\_\_\_\_\_  
Establishment's Name

Deeanna L. Burleson, Vice Commodore

By: Printed Name/ Title

Deeanna L. Burleson, Vice Commodore  
Signature