



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

<b>In the Matter of:</b>	)	
DC Harbor Cruises, LLC	)	
t/a Patriot II	)	
Harbour Belle	)	
Holder of a	)	License No. ABRA-084405
Retailer's Class CX Marine Vessel Line License	)	Order No. 2012-155
(2 Marine Vessels)	)	
at premises	)	
100 Potomac Avenue, S.E.	)	
Washington, D.C. 20003	)	
and	)	
600 Water Street, S.W.	)	
Washington, D.C. 20024	)	

DC Harbor Cruises, LLC (Licensee)

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

**BEFORE:** Ruthanne Miller, Chairperson  
Nick Alberti, Member  
Donald Brooks, Member  
Herman Jones, Member  
Calvin Nophlin, Member  
Mike Silverstein, Member  
Jeannette Mobley, Member

**ORDER ON THIRD AMENDED AND RESTATED VOLUNTARY AGREEMENT**

The Licensee and Advisory Neighborhood Commission 6D entered into an Amendment to Voluntary Agreement (Amendment), dated June 26, 2010, and an Amendment #2 to Voluntary Agreement (Amendment #2), dated March 14, 2011, setting forth the terms and conditions by which the Licensee will operate its establishment. This matter comes now before the Alcoholic Beverage Control Board (Board) to consider the

Parties' Third Amended and Restated Voluntary Agreement (Third Amendment), dated March 12, 2012, in accordance with D.C. Official Code § 25-446 (2001).

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Andrew Litsky, on behalf of ANC 6D, are signatories to the Third Amendment. This Third Amendment replaces and supersedes the Amendment to Voluntary Agreement, dated June 26, 2010, and the Amendment #2 to Voluntary Agreement, dated March 14, 2011.

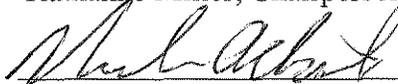
Accordingly, it is this 25th day of April, 2012, **ORDERED** that:

1. The above-referenced Third Amended and Restated Voluntary Agreement submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
2. Copies of this Order shall be sent to the Licensee and ANC 6D.

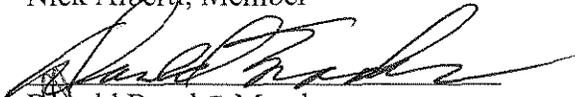
District of Columbia  
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



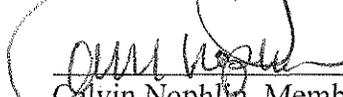
Nick Alberti, Member



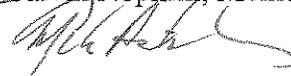
Donald Brooks, Member



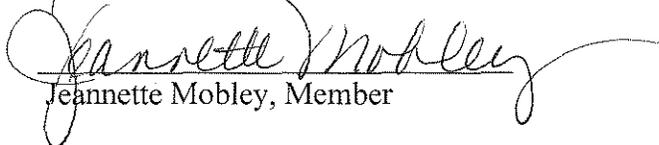
Herman Jones, Member



Calvin Nophlin, Member



Mike Silverstein, Member



Jeannette Mobley, 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, 2000 14<sup>th</sup> Street, N.W., Suite 400S, Washington, DC 20009.

## **THIRD AMENDED AND RESTATED VOLUNTARY AGREEMENT**

THIS THIRD AMENDED AND RESTATED VOLUNTARY AGREEMENT (“Agreement”) is made on this 12th day of March 2012 by and between DC Harbor Cruises, LLC, t/a Patriot II (“Applicant”), and Advisory Neighborhood Commission 6D (“Protestant”), (collectively, the “Parties”). This amended and restated voluntary agreement replaces and supersedes the Amended Voluntary Agreement dated June 26, 2010 (as approved by ABC Board Order dated July 7, 2010) and the Amendment #2 to Voluntary Agreement dated March 14, 2011 (as approved by ABC Board Order dated April 27, 2011).

### W I T N E S S E T H

WHEREAS, Applicant has applied for a License Class CX for two (2) marine vessels operating under the DC Harbor Cruises, LLC (“Establishment”) located at Diamond Teague Park, 100 Potomac Avenue, SE, Washington, D.C. 20003 and Gangplank Marina, 600 Water Street, SW, Washington, D.C., 20024 (together the “Premises”). These marine vessels are Patriot II, with a capacity of 149 passengers and Harbour Belle, with a capacity of 107 passengers. These marine vessels 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 two marine vessels 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 for sailings departing from and arriving at Diamond Teague Park shall be as follows:

Sunday – 10am-2am;

Monday – Thursday 8am-2am; and

Friday and Saturday 8am-3am;

The Applicant's hours of operation and sales/service of alcoholic beverages for sailings departing from and arriving at Gangplank Marina shall be as follows:

Sunday – Saturday – 10am-10pm.

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. On the day of the annual Cherry Blossom Festival fireworks, Applicant may operate and sell and serve alcoholic beverages on sailings arriving at Gangplank Marina for one (1) additional hour (that is, until 11pm).

4. ***Floors Utilized and Occupancy.*** The Applicant manages and operates two marine vessels, Patriot II which has two (2) decks with a total occupancy that will not exceed 149 persons, with one hundred percent (100%) being seats, and Harbour Belle, with a total occupancy that will not exceed 107 persons..

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 operators of Diamond Teague Marina and Gangplank Marina.
8. ***Rats and Vermin Control.*** The operators of the Diamond Teague Marina and Gangplank Marina provide 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.

<p>ADVISORY NEIGHBORHOOD          COMMISSION 6D</p> <p><i>Andrew Litsky</i> 3-21-12</p> <p>Andrew Litsky, Chairman Date</p>	<p>DC Harbor Cruises, LLC</p> <p><i>Kevin Moran</i> 3-19-12</p> <p>Kevin Moran, Managing Member, Date</p>
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## *Near Southeast/Southwest*

Advisory Neighborhood Commission 6D

1101 Fourth Street, SW  
Suite W 130  
Washington, DC 20024  
202.554.1795  
Email: [office@anc6d.org](mailto:office@anc6d.org)  
Website: [www.anc6d.org](http://www.anc6d.org)

### OFFICERS

Chairman  
*Andy Litsky*  
Vice Chairman  
*David Garber*  
Secretary  
*Bob Craycraft*  
Treasurer  
*Cara Shockley*

### COMMISSIONERS

SMD 1 *Bob Craycraft*  
SMD 2 *Cara Shockley*  
SMD 3 *Ron McBee*  
SMD 4 *Andy Litsky*  
SMD 5 *Roger Moffatt*  
SMD 6 *Rhonda Hamilton*  
SMD 7 *David Garber*

March 26, 2012

Ms. Ruthanne Miller, Chairperson  
C/o Martha Jenkins  
Alcoholic Beverage Regulatory Administration  
2000 14<sup>th</sup> Street, N.W., Suite 400S  
Washington, D. C. 20009

Re: DC Harbor Cruises, LLC fully executed Third Amended and Restated  
Voluntary Agreement

Dear Ms. Miller:

Please find attached the fully executed Third Amended and Restated Voluntary  
Agreement for DC Harbor Cruises, LLC for you review and approval.

Please let me or Bert Randolph our Administrative Assistant know if you have any  
questions or require additional information.

Sincerely,

Andy Litsky  
Chairman, ANC 6D

REC'D BY

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DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE  
REGULATION ADMINISTRATION