

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

In the Matter of:)
)
DC Harbor Cruises,)
LLC t/a Patriot II)
)
Applicant for a Transfer of)
Retailer's Class CX License)
)
at premises)
1300 Maine Avenue, S.W.)
Washington, D.C. 20024)
)

License No. ABRA-098137
Order No. 2015-244

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

Roger Moffatt, Chairperson, 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 DC Harbor Cruises t/a Patriot II, Applicant for a transfer of its Retailer's Class CX License, located at 1300 Maine Avenue, S.W. and ANC 6D (Parties) have entered into a Settlement Agreement (Agreement), dated March 9, 2015, 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 Chairperson Roger Moffatt, on behalf of ANC 6D are signatories to the Agreement.

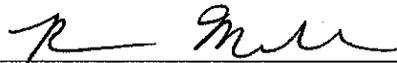
Accordingly, it is this 6th day of May, 2015, **ORDERED** that:

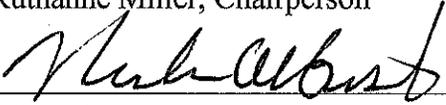
1. The Application filed by DC Harbor Cruises, LLC t/a Patriot II for a transfer of its Retailer's Class CX License, located at 1300 Maine Avenue, S.W., Washington, D.C., is **GRANTED**;
2. The above-referenced Settlement Agreement submitted by the Parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modifications:
 - i. Page 1, Clause 2 Nature of the Business, the last sentence is hereby removed in its entirety.
 - ii. Page 2, Clause 8 Rats and Vermin Control, the third sentence should be amended to read as follows: "Applicant shall provide proof of the rat and vermin control contract upon the request of the Board."
 - iii. Page 3, Clause 12 Notice and Opportunity to Cure, the verbiage "...failure shall constitute a cause for seeking a Show Cause Order..." should be revised as follows: "failure shall constitute a cause for the ANC to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(e) in order to enforce the provisions of the Agreement."

The Parties have agreed to these modifications.

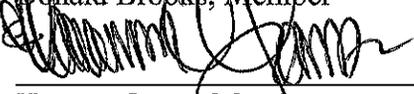
3. Copies of this Order shall be sent to the Applicant and ANC 6D.

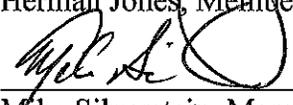
District of Columbia
Alcoholic Beverage Control Board

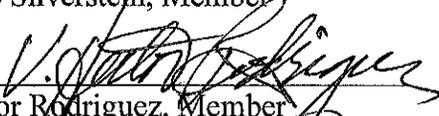

Ruthanne Miller, Chairperson

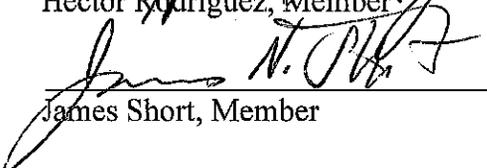

Nick Alberti, Member


Donald Brooks, Member


Herman Jones, Member


Mike Silverstein, Member


Hector Rodriguez, Member


James Short, Member

Pursuant to 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, Reeves Center, 2000 14th Street, N.W., 400S, Washington, D.C. 20009.

Also, pursuant to section 11 of the District of Columbia Administrative Procedure Act, Pub. L. 90-614, 82 Stat. 1209, District of Columbia 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, 500 Indiana Avenue, N.W., Washington, D.C. 20001. However, the timely filing of a Motion for Reconsideration pursuant to 23 DCMR § 1719.1 (April 2004) 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).

★ ★ ★ **Advisory Neighborhood
Commission 6D**

11044th Street, SW • Washington, DC 20024 BEVERAGE
ANC Office: 202 554-1798 FAX: 202 554-8774
office@anc6d.org

7:15 MAR 10 A 9:36

COOPERATIVE/SETTLEMENT AGREEMENT

THIS COOPERATIVE/SETTLEMENT AGREEMENT (“Agreement”) is made on this 9th day of March 2015 by and between DC Harbor Cruises, LLC, t/a Patriot II (“Applicant”), and Advisory Neighborhood Commission 6D (“Protestant”), (collectively, the “Parties”). This Cooperative/Settlement Agreement replaces Voluntary Agreement of June 2010 and all amendments to that agreement.

WITNESSETH

WHEREAS, Applicant has applied for a transfer of Retailer’s Class CX Common Carrier License (Marine Vessel) for one (1) marine vessel operating under the DC Harbor Cruises, LLC (“Establishment”) from 100 Potomac Avenue, SE, to 1300 Maine Avenue, SW, Washington, D.C. 20024 (“Premises”). The marine vessel is Patriot II, with a capacity of 225 passengers.

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 up to two marine vessels which offers scheduled and chartered trips from March to December. The usual duration of each trip is 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. Patrons are prohibited from any post-cruise activity on the docks and parking area.

3. ***Hours of Operation and Sales.*** The Applicant's hours of **operation and sales/service of alcoholic beverages** shall be:

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, and may add a second vessel. The present vessel, Patriot II has two (2) decks with a total occupancy that will not exceed 255 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 from live or recorded entertainment on the vessel shall be reduced when exiting and entering the Washington Channel and any other areas traveled and turned off in those areas within 15 minutes of landing as well as dockside. Applicant shall take reasonable steps to reduce noise emanating from the vessel from the opening of any doors during the cruise.
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 the Washington Marina.
8. ***Rats and Vermin Control.*** The operator of the Washington 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 representatives of the MPD/Harbor Patrol or the ABC Board on request. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the marine vessel and dock. While the Protestants do not at this time envision any requirement for security officers at the time of the cruises, as indicated above, the Applicant shall ensure that there is no post-cruise activity continuing on the dock and any persons who are congregating in that manner shall be asked to move along. At the present time, the Protestants do not envision the need for electronic devices to search for weapons, pat-downs of patrons when coming on board, or cameras or devices to record and store information about activities on the exterior of the marine vessel.

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

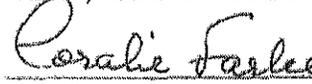
If to Protestants: Advisory Neighborhood Commission 6D
P. O. Box 71156
Washington, DC 20024-9998
Attn: Chair, ANC
(202) 202 554-1795
Fax (202) 202 554-1774
Office@ANC6D.org

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:

<p>Chair, ANC6D</p> <p> <u>3/9/15</u> Roger Moffat Date</p> <p>Chair, ABC Committee, ANC6D</p> <p> <u>3/9/15</u> Coralie Farlee Date</p>	<p>DC Harbor Cruises, LLC, t/a Patriot II</p> <p> Kevin Moran, Managing Member</p> <p>_____ Date</p>
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