

**THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE AND CANNABIS BOARD**

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<b>In the Matter of:</b>		)
		)
American Cruise Lines, Inc.		)
t/a American Constitution - Marine Vessel #1	License Nos.:	ABRA-127817
American Glory - Marine Vessel #2		ABRA-127817-2
	Case Nos.:	24-PRO-00051
Applicant for New		24-PRO-00050
Retailer's Class CX Marine Vessel Line Licenses	Order No.:	2024-522
		)
at premises		)
970 Wharf Street, SW		)
Washington, D.C. 20024		)
<hr/>		)

American Cruise Lines, Inc., t/a American Constitution and American Glory, Applicant

Abigail Gore, Counsel, on behalf of the Applicant

Fredrica Kramer, Chairperson, Advisory Neighborhood Commission (ANC) 6D, Protestant

**BEFORE:** Donovan Anderson, Chairperson  
James Short, Member  
Silas Grant, Jr., Member

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**ORDER ON SETTLEMENT AGREEMENT AND  
WITHDRAWAL OF ANC 6D'S PROTESTS**

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American Cruise Lines, Inc., t/a American Constitution and American Glory, (Applicant), for New Retailer's Class CX Marine Vessel Line Licenses, having been protested, came before the Alcoholic Beverage and Cannabis Board (Board) for a Roll Call Hearing on June 10, 2024, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 6D have entered into a Settlement Agreement (Agreement), dated June 6, 2024, that governs the operations of the Applicant's establishments.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson Fredrica Kramer, on behalf of ANC 6D, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 6D.

Accordingly, it is this 24th day of July 2024, **ORDERED** that:

1. The Protests of ANC 6D in this matter are hereby **WITHDRAWN**;
2. The above-referenced Settlement Agreement submitted by the Parties to govern the operations of the Applicant's establishments is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

Section 2 (Nature of the Business) – First sentence, the language “will manage and” shall be replaced with the language “has applied to.”

The parties have agreed to this modification.

3. Copies of this Order shall be sent to the Parties.

District of Columbia  
Alcoholic Beverage and Cannabis Board

eSigned via SeamlessDocs.com  
*Donovan Anderson*  
Key: ac43cb66c9d5f09e4e730069d1dccc8

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Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com  
*James Short*  
Key: 547ae379f820de6ac8d1b332d62049ec

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James Short, Member



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Silas Grant, Jr., Member

Pursuant to D.C. Official Code § 25-433(d)(1) (applicable to alcohol matters) or 22-C DCMR § 9720 (applicable to medical cannabis matters), 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 and Cannabis Administration, 2000 14<sup>th</sup> Street, N.W., Suite 400S, Washington, DC 20009.

Also, pursuant to section II 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 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 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).



1101 4<sup>th</sup> Street SW, Suite W-130,  
Washington, DC 20024  
(202) 554-1795  
6d@anc.dc.gov

## **COOPERATIVE AGREEMENT**

THIS COOPERATIVE AGREEMENT (“Agreement”) is made on this 6th day of June 2024, by and between (American Cruise Lines “Applicant”), at 970 Wharf Street, SW, Washington, DC (District Pier) 20024 ABRA License #127817 and 127817-2 and Advisory Neighborhood Commission 6D (“the ANC”), (collectively, the “Parties”).

### **PREAMBLE**

Through this agreement both Parties aim to create an environment in which the Applicant may operate as a viable contributing establishment in the ANC6D community.

### **WITNESSETH**

WHEREAS, Applicant has applied for a Class C Marine Vessel Alcohol License for a restaurant establishment (“Establishment”); and

WHEREAS, the Applicant is encouraged to work regularly with the ANC6D and its representatives, other neighborhood organizations, and residents to ensure that the business operations facilitate the enjoyment of the surrounding neighborhood; and

WHEREAS, in lieu of a protest filing by the ANC, the Parties are desirous of entering into a Settlement 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 of the establishment within ANC6D on (1) peace, order, and quiet, including the noise and litter provisions set forth in §§ 25-725 and 25-726, and (2) residential parking needs and vehicular and pedestrian safety; and to eliminate the need for a Protest Hearing regarding the license application; and

WHEREAS, all parties believe that the statements and provisions contained in this agreement are reasonable and shall become wholly integrated into the day-to-day operation of the Establishment. The Parties agree that any substantial change in operations is considered of great concern to the community which they may bring to the attention of the Alcoholic Beverage Control Board (“ABC Board”); and

ANC6D Cooperative Agreement  
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ABRA-127817 and 127817-2, 970 Wharf St., SW, Washington, DC (District Pier)

WHEREAS, the Parties have agreed to enter into this Agreement and request that the ABC Board approve the Applicant's license application conditioned upon the Applicant's compliance with the terms of this written Agreement; and 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 restaurant Establishment serving food and alcoholic beverages within the confines of their respective vessels for the duration of their mooring at this location. There is to be no serving of food or alcohol on the actual "dock" itself, nor is there to be any concept of a "streatery" or summer garden. This CA does not allow for live entertainment or a sidewalk café, games of skill, sports wagering, off-site storage, or for the carrying of alcohol beyond the confines of any moored vessel.

In accordance with the Applicant's concept of operations, vessels will be moored at the DC Wharf District Pier approximately 20 times per year.

3. **Floors Utilized and Occupancy.** For the purposes of this CA, all alcohol shall be consumed aboard moored vessels and shall not extend to the District Pier itself.

4. **Hours.**

- a) The Applicant's Hours of Operation

Applicant's operations shall be confined internally to within the confines of their moored vessels.

Sunday – Saturday                      12:00 am – 12:00 (24 hours a day)

Applicant will have no exterior hours of recorded/amplified music.

- b) Provided that:

- i) On days designated by the DC ABC Board as "Holiday Extension of Hours," applicant may avail itself of the extended hours so provided.

- ii) In the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours, applicant may avail itself of such extended hours.
- iii) On January 1 of each year applicant may operate until 4:00 a.m.
- iv) Applicant may apply for One-Day Substantial Change Permits to operate outside of the typical hours described in this Agreement and/or to add Entertainment as part of a One-Day Substantial Change Permit.

**5. *Prohibited Practices.*** Applicant shall not knowingly allow the use of its Premises as part of an organized pub crawl or as an organized event intended to promote the organized, commercial travel of large groups of individuals between licensed premises for the primary purpose of consuming alcoholic beverages at more than one premise. The Applicant agrees to not modify any existing structures which would significantly alter capacity or build any new permanent structures of any sort either adjacent to or separate from the Applicant's physical address during the license period.

The applicant shall not sell and serve alcohol beyond the confines of the moored vessel. This is to be interpreted as to not to extend any dock level outdoor public or private space not listed on its existing alcohol license; serve alcohol in outdoor public space.

It is understood that sales of alcohol shall be limited to ticketed passengers only and shall not be made available to the general public.

**6. *Exterior Area/Boarding & Disembarking Passengers.*** The CA is not intended to extend to any exterior areas beyond any American Cruise Line moored vessel. This is to include Summer Gardens and/or Sidewalk Cafés and does not extend into any pedestrian walkway or gangplank.

**7. *Parking Arrangements.*** It is a concern of ANC6D that the Applicant's operation of the Establishment does not create or exacerbate parking problems within ANC6D. The Applicant shall inform patrons (e.g., on Applicant's website) of public, biking, and ride share transportation options. Applicant shall take all reasonable steps to ensure that properly marked unloading zones are available for the delivery of all supplies, that all deliveries will be taken into the Applicant's

facility or protected loading dock area within one half hour of delivery, and that the Applicant shall not knowingly accept deliveries from vendors parked illegally.

Through this Agreement the Applicant has expressed that is not a need to resupply moored vessels as this activity takes place as other ports of call outside of the Wharf or District Pier.

Applicant provides motor coach service for its passengers to the embarkation site at the Wharf. The Applicant also agrees to encourage patrons that utilize the use of their personal vehicles to use their arriving airport or other alternative parking garages and rely on use of the motor coach transportation services made available to access the vessel.

The Applicant should make every effort to dissuade its patrons from utilizing Wharf parking facilities while disembarked on voyages.

- 8. *Noise and Privacy.*** Applicant shall comply with D.C. Code § 25-725 and to that end shall use various means to ensure that music, noise, and vibration from the vessel are not audible and/or felt in any residential premises other than the ship itself. Sound, noise levels and vibrations from inside the vessel shall be at a conversational level, and not be audible or discernible off the Premises.

Applicant shall keep all exterior doors and windows closed while Entertainment is being provided except for normal ingress and egress. The Applicant shall restrict the inside music to the exterior Hours of Recorded Music, if any, when these doors or windows are open and any music or Entertainment on the interior premises shall not be audible outside the premises. Applicant shall take reasonable measures to assure that music, noise (excluding unamplified human voice), and vibration from the Establishment are not audible in a residence with its windows and doors closed.

- 9. *Outdoor advertising, billboards, and signs.*** No sign shall be erected in such a manner as to create a traffic hazard such as when its location interferes with traffic sight distances, traffic flow, or the visibility of the name or address of a nearby business or residence or a street or traffic sign; or its color, configuration, text or location are such that they could be mistaken for or otherwise imitate a traffic sign or signal; or it is located in the public right-of-way and impedes pedestrian traffic.

The light emanating from any illuminated sign shall be diminished, shaded, shielded, or directed such that the light intensity or brightness shall not be objectionable to surrounding residents and during the night hours (i.e., one hour after sunset through sunrise), luminance levels for each individual sign shall not exceed 40 cd/m<sup>2</sup>. No sign shall have blinking, flashing, or fluttering lights or other illuminating device which has variable light intensity, brightness, or color. Beacon lights, search lights, and signs which intentionally rotate, spin, or otherwise move shall not be permitted. Lighted signs shall not be illuminated between the hours of 11:00 pm or 30 minutes after the close of business, whichever is later, and sunrise.

**10. *Public Space and Trash.*** The Applicant shall have and will maintain a trash removal and storage program. Applicant will keep the District Dock, trash collection area, loading dock, hallways, passageways, tree boxes, sidewalks and common areas providing access to and adjoining the District Docks free of insects, rodents, vermin, other pests, trash, and dirt accumulations generated by the operations in the vessel. Applicant shall not store trash or refuse in, or permit trash, rubbish, cartons, merchandise, or other goods intended for use in the Premises to accumulate in areas outside of the Vessel other than in the landlord designated areas. All recycling shall be placed in the designated areas. Applicant shall ensure that the areas adjoining or providing access to the Premises are kept clean of wrappers, garbage, trash, and similar debris. Applicant shall arrange for regular, prompt, and reliable trash and recycling removal of all trash and recycling generated at or associated with the Premises from the Premises. Applicant shall store all trash and other waste in odor and vermin proof containers, such containers shall be kept in temperature-controlled areas not visible to members of the public.

Applicant shall ensure that the District Pier, including sidewalks, is free of litter, refuse and debris. The sidewalks and entranceways shall be cleaned prior to 6:30 a.m. each day and shall be kept free of litter, gum, trash, cigarette and cigar butts and other debris and all exterior surfaces and both sides of all glass shall be kept clean, orderly, and sanitary.

Applicant agrees to exercise special care in its handling of garbage, waste, and refuse and will remove such materials from the vessel as frequently as is reasonably necessary to order to eliminate all odors. Applicant shall maintain the area in proximity to the mooring in such a manner that restricts all foul or objectionable odors, including but not limited to odors from trash, cooking, grease, or cleaning, from emanating outside of the



vessel and shall provide trash and food waste receptacles that contain all odor and liquid run off.

Establishment to add additional details on trash procedures, including details on temporary storage, if applicable, location of building-wide trash receptables, route of trash removal, timing of trash removal, etc.

- 11. *Pest Control.*** Applicant shall control pests including rodents, vermin, and insects, that may impact the District Dock. Applicant shall have the area around the vessel cleaned at the end of each night to ensure that there is no garbage or odors from the establishment's operations present the following morning. Applicant shall cause extermination services, including treatment for insects, spiders, rats, mice, moles, and other rodents, to be provided to the Premises by a reputable exterminator on at least a monthly basis. Applicant agrees to exercise special care in its handling of garbage, waste, and refuse and will remove such materials from the Premises as frequently as is necessary to prevent pests from converging on the docks.
- 12. *Security Cameras.*** It is understood that ACL vessels have internal cameras and exterior cameras that look down the sides of the vessels and forward from the Pilot House. Applicant shall have recording cameras which cover the common areas where alcohol beverages are served and consumed. If responsible for the video surveillance equipment, the Applicant shall maintain security cameras and:  
(a) Ensure the cameras are operational; (b) Maintain all footage for a minimum of seven (7) days; (c) Maintain footage of a crime of violence or a crime involving a gun for a minimum of 30 days; and (d) Make the security footage available within 48 hours upon the request of ABCA or the Metropolitan Police Department.
- 13. *Compliance with Applicable Law.*** Applicant will operate in compliance with all applicable DC laws and regulations. Any reference to specific laws and regulations in this Settlement Agreement is meant for informational purposes only. It is not intended that a violation of any DC law or regulation also be considered a violation of this Settlement Agreement. Applicant agrees that ANC6D shall have standing to ask the ABC Board to enforce any violations of the agreement.

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- 14. Participation in the Community.** Applicant is encouraged to maintain open communication with ANC6D and the community for which the ANC acts.
- 15. 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 written 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 diligently pursues such cure) failure shall constitute a cause for filing a complaint with the ABC Board pursuant to D.C. Official Code § 25-447.

If to Applicant:

American Cruise Lines, Inc.  
970 Wharf St SW  
652 Wharf St., SW  
Washington, DC 20024 Attn:  
Jessica Farmer. Esq e-mail: Jessica  
Farmer@hklaw.com

If to the ANC:

Advisory Neighborhood Commission 6D  
1101 4<sup>th</sup> Street, SW, Suite W-130  
Washington, DC 20024  
Attn: Chair, ANC6D phone:  
(202) 202 554-1795 e-mail:  
6d@anc.dc.gov

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.

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- 16. No Protest.** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, and in reliance thereupon, the ANC shall refrain from filing a protest Applicant's ABC license application.
  
- 17. Entire Agreement.** This Agreement is intended to replace in its entirety all previously existing settlement agreements between the Parties, and all such previous agreements are hereby declared superseded, null and void and of no further effect.
  
- 18. Counterpart; Facsimile Signature.** This Agreement may be executed in two or more counterparts which together shall constitute a single agreement. Execution of this Agreement may be made by an electronically transmitted signature which, for all purposes, shall be deemed to be an original signature.

*[signatures on the following page]*

**The ANC:**

*Fredrica Kramer*

\_\_\_\_\_

Fredrica Kramer, Chair ANC 6D

July 16, 2024

\_\_\_\_\_  
Date

**APPLICANT:**

American Cruise Lines, Inc.  
Paul E Taiclet  
EVP



\_\_\_\_\_

By:

6 /6/24

\_\_\_\_\_  
Date