

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

**In the Matter of:**

Fragar Enterprises, Inc.  
t/a Nightingale

Applicant for a New  
Retailer's Class CX Marine Vessel License

at premises  
600 Water Street, SW  
Washington, D.C. 20024

License No.: ABRA-021949-2  
Order No.: 2021-424

Fragar Enterprises, Inc., t/a Nightingale, Applicant

Edward Daniels, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 6D

**BEFORE:** Donovan Anderson, Chairperson  
James Short, Member  
Bobby Cato, Member  
Rafi Crockett, Member  
Jeni Hansen, Member  
Edward S. Grandis, Member

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**ORDER ON SETTLEMENT AGREEMENT**

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The official records of the Alcoholic Beverage Control Board (Board) reflect that Fragar Enterprises, Inc., t/a Nightingale (Applicant), Applicant for a new Retailer's Class CX Marine Vessel License, and ANC 6D have entered into a Settlement Agreement (Agreement), dated June 16, 2021, that governs the operations 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 Edward Daniels, on behalf of ANC 6D, are signatories to the Agreement.

Accordingly, it is this 28th day of July 2021, **ORDERED** that:

1. 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; and
2. Copies of this Order shall be sent to the Applicant and ANC 6D.

District of Columbia  
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com  
*Donovan Anderson*  
Key: a2c00692692f5e427300031140c08

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com  
*James Short*  
Key: 547ae3738303e6a1b1a0321d2248ac

James Short, Member

eSigned via SeamlessDocs.com  
*Bobby Cato*  
Key: 25643c6a1b6146d74d75b57917a20d

Bobby Cato, Member

eSigned via SeamlessDocs.com  
*Rafi Aliya Crockett, Member*  
Key: b560e61645a16e4016155e5e1281cc

Rafi Crockett, Member

eSigned via SeamlessDocs.com  
*Jeni Hansen, Member*  
Key: 82172091f050447491e665e2a4186f

Jeni Hansen, Member

eSigned via SeamlessDocs.com  
*Edward Grandis, Member*  
Key: 5027bda71ff6f040e14adab52541ce5

Edward S. Grandis, Member

Pursuant to D.C. Official Code § 25-433(d)(1), 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 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 (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).

ANC6D Cooperative Agreement  
Frager Enterprises, Inc. ABRA-021949-2, 600 Water Street, SW

★ ★ ★ Advisory Neighborhood  
Commission 6D

1101 4<sup>th</sup> Street S.W., Suite W130,  
Washington, DC 20024-  
ANC Office: 202 554-1795  
office@anc6d.org

**SETTLEMENT AGREEMENT**

SETTLEMENT AGREEMENT ("Agreement") is made on this 16<sup>th</sup> day of June 2021, by and between ABC license applicant, Frager Enterprises, Inc. (the "Applicant"), 600 Water Street, SW, Washington, DC 20024, License #021949-2 and Advisory Neighborhood Commission 6D ("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.

**WITNESETH**

WHEREAS, Applicant has applied for a new Retailer's Class "CX" Marine Vessel license for a business establishment ("Establishment") with seating capacity of 66 and Total Occupancy Load of 68 berthed at 600 Water Street, SW ("Premises"). There are no endorsements for entertainment, dancing, cover charges, or sports gaming.

WHEREAS, the Applicant is encouraged to work regularly with 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 the ANC filing a protest against Applicant's pending ABC License application, the Parties are desirous of entering into a Cooperative Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize, within ANC, (1) the effect of the establishment on peace, order, and quiet, including the noise and litter provisions set forth in §§ 25-725 and 25-726; and (2) the effect of the establishment upon residential parking needs and vehicular, marine, 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. Any change from this model may be of concern to the residents and may be

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considered within the direction of the Alcoholic Beverage Control Board ("ABC Board") to be a substantial change requiring the ABC Board's approval.

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. **Hours of Operation and Sales.** The Applicant's hours of operation, sales, service, and consumption inside of the premises shall not exceed:

Sunday 11am – 11pm,  
Monday through Saturday 11am – 12am

Provided that: (a) on days designated by the ABC Board as "Holiday Extension of Hours," Applicant may avail itself of, and the ANC will not object to Applicant's applying for, the extended hours so provided; (b) in the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours (such as for Inauguration), Applicant may avail itself of such extended hours; (c) on January 1 of each year Applicant may operate until 4:00 a.m.

3. **Occupancy.** The Establishment will have no more than 66 seats. The maximum occupancy of the establishment shall not exceed 68 persons.
4. **Noise and Privacy.** Applicant shall comply with D.C. Official Code § 25-725 and shall take reasonable, necessary steps to ensure that music, noise, and vibration from the Establishment are not audible in any of the property or areas the cruises pass by. Sound on the vessel shall be reduced when exiting and entering the Washington Channel, Georgetown, and Anacostia River areas. Sound on the vessel shall be shut off 15 minutes prior to landing and while at dockside in the Washington Channel; and 5 minutes prior to landing and while at dockside in the Georgetown area.
5. **Parking/Public Transportation Arrangements.** It is a concern of the ANC that the Applicant's operation of the Establishment does not create or exacerbate parking problems within the ANC boundaries. Applicant shall notify its patrons (through a website or other means) that there is limited parking in the vicinity and shall provide information about public transportation options.

6. **Boarding and Disembarking Passengers.** The Applicant shall not board or disembark passengers at the Wharf Marina.
7. **Public Space and Trash.** Applicant will keep the dock areas surrounding the berths of the vessels clean and free of litter, bottles, and other debris in compliance with DC 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 Marina.
8. **Security Cooperation in Stemming Illegal Drugs and Public Drinking.** Applicant shall maintain a log on the marine vessels to record any security incidents and include in the log, to the extent possible: the nature of the incident, the names of the individuals involved, and how it was resolved (e.g., cruise terminated or MPD/Harbor Patrol contacted). These logs shall be made available to representatives of MPD and ABRA upon request. Applicant shall take reasonable steps to discourage loitering in the vicinity of marine vessels and docks. 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 vessels so that they can be consumed on the public space or in a vehicle. Applicant shall make available phone numbers of local taxi services for the use of patrons.

9. **License Ownership and Compliance with ABRA Regulations.** Applicant 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 ANC may file a complaint with the ABC Board to enforce any violations of the agreement. Any reference made to specific laws and regulations in this Agreement is meant for informational purposes only. ANC does not intend for a violation of a DC law or regulation to also be considered a violation of this Settlement Agreement.
10. **Participation in the Community.** Applicant is encouraged to maintain open communication with ANC, and the community for which ANC acts.
11. **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 permit 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 or diligently pursue such a cure), failure shall constitute a cause for filing a complaint with the ABC Board pursuant to D.C. Official Code § 25-447. Unless otherwise noted above, any

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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: Frager Enterprises, Inc.  
600 Water Street, SW  
Washington, DC 20024  
Attn: Frank Frager  
e-mail: capitolrivercruises@gmail.com

If to ANC: 1101 4<sup>th</sup> Street S.W., Suite W130,  
Washington, DC 20024-  
ANC Office: 202 554-1795  
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.

12. **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 of the Applicant's pending ABC license application.

ANC6D:	APPLICANT:
ANC6D	Frager Enterprises, Inc.
By: <u>Edward Daniels</u> Chair, ANC6D 	Frank Frager, Member 
Date 6/22/21	Date 6/13/2021