



GPSA

Gangplank Slipholders Association

December 6, 2017

VIA IZIS

Zoning Commission of the District of Columbia
441 4th Street, NW
Suite 210
Washington, DC 20001

Re: Z.C. Case No. 11-03J
Gangplank Slipholder's Association Status of Negotiations

Dear Members of the Commission:

Thank you for your continuing dedication to balance the needs of a small and unique group of DC residents against the plans of a multibillion-dollar development project. This rag-tag group of boaters isn't much of a match against a bevy of lawyers who are quick to characterize our lack of time and resources as backtracking, renegotiating, purposely not consensus building, and providing disappointing responses.

We appreciate the opportunity you have afforded us thus far to state our case. And, since we are not getting paid by the hour, we will do just that – state our case, without going into the details of who-said-what or how much (or little) each party has compromised.

As previously stated, in order to seemingly address the requests of affordability from GPSA and the Zoning Commission, the Applicant provided Option B (Exhibits 82A1 and 82A2), which only partially addresses affordability concerns. Turning the Zoning Commission's genuine concern about members of the community into an opportunity to offer less services and amenities.

After GPSA's status update on November 30th, the Applicant provided GPSA with an incrementally improved Option B and a new Option C (Exhibits 94B and 94C, respectively) with a demand that GPSA respond within 3 days, a timeline that GPSA previously stated was unattainable. Nonetheless, in the hopes of reaching a final agreement, GPSA's Board met several times, held community meetings on December 3 and 4, updated the Applicant on December 4th regarding the status of internal discussions, conducted two membership votes during December 5-6 that were directly relevant to the Applicant's latest submissions, and participated in numerous on-on-one discussions with community members.

Offering multiple versions of an unacceptable agreement was meant to obscure the issues and force a selection of one of the options instead of working towards a single acceptable agreement.

Nonetheless, GPSA still has a strong desire to work with the Applicant to come up with a reasonable solution that will work for both parties. GPSA will agree to Option B if the Applicant ensures reasonable continuity of services, utilities, and amenities, including availability of showers, bathrooms, and laundry services are available within the confines of the marina during construction for the existing liveboard slipholders.

The Applicant's current Option B offer with portable trailers within an active landside construction zone is not a viable solution for many of the Marina residents, especially the elderly, disabled, and young children. GPSA is simply requesting the Applicant to follow through with the basics of the water-side plan presented at numerous community meetings and throughout the Zoning Commission hearings on this case. GPSA is asking for services to be located within the Marina, making the trek to wash clothes, shower, or use the bathroom safer, easier, and more dignified during the three (or more) years of intense landside construction.

GPSA asserts the construction of a scaled down WB3 as previously offered in Option C (Exhibit 94C) ensures the continuity of services for the Marina community in a safe and secure manner as opposed to the risks associated with the same services being provided landside in a construction zone. Additionally, not having to invest in temporary landside services in portable trailers provides additional cost reductions to the Applicant further contributing to the construction of a scaled down version of WB3 as offered in Option C.

In the spirit of compromise, GPSA has suggested limiting the MFI Adjusted Fee program to sixteen (16) existing liveaboards. GPSA feels this compromise protects the current residents in the most danger of losing their homes due to increased fees (including parking) while providing certainty to the Applicant so that they can determine which level of reduced WB3 is appropriate so that they minimize potential monetary losses due to providing affordability. It should be noted that GPSA shared with the Applicant data from a survey of residents in the hopes of the Applicant would use it in good faith to determine an appropriate design for WB3, instead, in Option C, the Applicant used the data to justify reducing the upper MFI qualification level from 120% to 80% and reducing the MFI Adjusted Fee program availability from all existing liveboard to only nine (9). Nonetheless, GPSA's suggestion is still on the table to limit the MFI Adjusted Fee program in hopes of compromise.

As stated in the November 30th statement on the negotiation status (Exhibit 91), GPSA strived to reach a mutually acceptable agreement prior to December 7th; however, given that one has not yet been reached, GPSA respectfully requests a condition on the Parcel 10 PUD that the Applicant construct/implement the Option B alternative with either a one or two-story dockside services building such as WB3.

As a less desired alternative to the requested above condition on the Parcel 10 PUD, GPSA respectfully requests additional time be allowed for deliberating and reaching a decision for Parcel 10 PUD. Additionally, GPSA requests that an immediate formal and independent mediation process be activated between GPSA and the Applicant to find a final path forward to full agreement on these important issues, possibly through the help of a Conciliator in the Rental Accommodations and Conversions Division of the Office of the Tenant Advocate or other appropriate District Agency.

Notwithstanding the above requests, if the Commission takes action to approve all three components of the application, GPSA respectfully and reluctantly requests that Option B be implemented in lieu of Option C.

Thank you for your consideration. The GPSA president will be on-hand during the December 7th special meeting to answer any questions.

Respectfully submitted,

A handwritten signature in blue ink that reads "Gary R. Blumenthal". The signature is fluid and cursive, with a large, sweeping flourish at the end.

Gary Blumenthal
President - GPSA

**Certificate of Service
Z.C. Case No. 11-03J**

I certify that on December 7th 2017 a copy of this communication will be delivered to the applicant and parties of record noted below:

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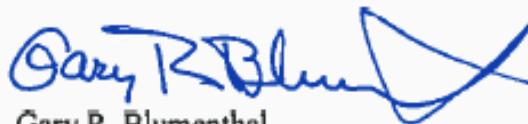
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