

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

**In the Matter of:** )  
 )  
Tall Ship Providence Foundation )  
t/a Tall Ship Providence )  
 )  
Applicant for a New )  
Retailer's Class CX Marine Vessel License )  
 )  
at premises )  
106 N. Lee Street )  
Alexandria, VA 22314 )  
 )

License No.: ABRA-113871  
Order No.: 2022-193

Tall Ship Providence Foundation, t/a Tall Ship Providence, 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 COOPERATIVE AGREEMENT**

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The official records of the Alcoholic Beverage Control Board (Board) reflect that Tall Ship Providence Foundation, t/a Tall Ship Providence (Applicant), Applicant for a new Retailer's Class CX Marine Vessel License, and ANC 6D have entered into a Cooperative Agreement (Agreement), dated April 25, 2022, 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 27th day of April 2022, **ORDERED** that:

1. The above-referenced Cooperative 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: 4743188400207644b73029d181c08

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Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com  
*James Short*  
Key: 3474a3236020a1a6d11b3226d2844f

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James Short, Member

eSigned via SeamlessDocs.com  
*Bobby Cato*  
Key: 255d3fca1f6e1464774b75bd7917d2d1

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Bobby Cato, Member

eSigned via SeamlessDocs.com  
*Rafi Aliya Crockett, Member*  
Key: b560461848e1f9e4016155e5c1281c2

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Rafi Crockett, Member

eSigned via SeamlessDocs.com  
*Jeni Hansen, Member*  
Key: 82172003f8f59447491b8f9c2a481d5

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Jeni Hansen, Member

eSigned via SeamlessDocs.com  
*Edward Grandis, Member*  
Key: 5027bda789f0040e14ad6b52541ce5

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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).



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

## AMENDED AND RESTATED COOPERATIVE AGREEMENT

THIS AMENDED AND RESTATED COOPERATIVE AGREEMENT ("Agreement") is made on this \_\_\_ day of April 2022, by and between Tall Ship Providence Foundation t/a Tall Ship Providence ("Licensee") with principal offices at 201 N. Union Street, Suite 110, Alexandria, VA 22314, and Advisory Neighborhood Commission 6D ("the ANC") (collectively, the "Parties"). This Agreement is for the Retailer's Class CX ABRA License # 113871 ("License") to include one marine vessel ("Premises" or "Vessel") which will be berthed/docked at the Old Town Alexandria Marina.

### **PREAMBLE**

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

### **WITNESSETH**

WHEREAS, Licensee holds a Retailer's Class CX Common Carrier (Marine Vessel) license with Entertainment Endorsement for one marine vessel berthed in the Old Town Alexandria Marina,

WHEREAS, the Parties have previously entered into a Cooperative Agreement on June 10, 2019, which was finalized by ABC Board Order No. 2019-550;

WHEREAS, the Parties desire to enter into this Amended and Restated Cooperative Agreement to replace and supersede the existing Cooperative Agreement (ABC Board Order No. 2019-550);

WHEREAS, the Licensee is encouraged to work regularly with the ANC 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 this Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Premises in such a manner as to minimize the effect of the establishment within the ANC 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 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 permanent substantial change in operations is considered of great concern to the community which they may bring to the attention of the ABC Board; and

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board ("ABC Board") approve the Licensee's Renewal Application conditioned upon the Licensee'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.** Licensee operates the marine vessel as a visitor attraction, providing educational tours of the vessel, themed cruises, and private charters. Licensee may offer food and alcohol service with an Entertainment Endorsement. The Vessel will be primarily berthed/docked in the Old Town Alexandria Marina; however, Licensee may temporarily berth/dock the Vessel at The Wharf from time to time. Although most trips will load and unload passengers in the Old Town Alexandria Marina, Licensee may load and unload passengers at The Wharf. Licensee shall only dock at The Wharf in the waters adjacent to Market Pier (including Market Docks, Day Docks, and Transit Pier). Tall Ship Providence shall not dock at the Wharf Marina (a.k.a., Gangplank Marina). The Vessel will primarily navigate DC/ANC 6D waters.  
  
There shall be no sidewalk cafe; no food or alcoholic beverage service shall be available to patrons on the dock, pre-boarding, or waiting areas. Gambling is not permitted but game nights without monetary prizes are permitted.
3. **Hours of Operation.**  
The hours of operation and sales, service, and consumption of alcoholic beverages shall not exceed:  
    Sunday through Saturday, 8:00 a.m. to 1:00 a.m.  
The hours of entertainment on the main deck shall not exceed:  
    Sunday through Saturday, 8:00 a.m. to 1:00 a.m.
4. **Noise and Privacy.** Licensee 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 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 Anacostia areas.
5. **Parking/Valet Arrangements.** It is a concern of the ANC that the Licensee's operation of the Establishment does not create or exacerbate parking problems within the ANC's boundaries.
6. **Public Space and Trash.** Licensee shall not permit trash, litter, or other debris to be discarded in DC waters. Licensee will keep the dock areas surrounding the Vessel's berth clean and free of litter, bottles, and other debris in compliance with DC Code and Municipal Regulations. Licensee 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 / docks.

7. **Compliance with Law: Emissions, Wakes.** Licensee shall comply with:
- All applicable requirements of District of Columbia statutes or regulations regarding emissions controls applicable to passenger-carrying marine vessel engaged in interstate commerce.
  - All United States Coast Guard regulations or requirements regarding generation or control of wakes in the Washington Channel and Potomac River.

8. **Security Cooperation in Stemming Illegal Drugs and Public Drinking.** Licensee shall take reasonable steps to minimize problems of illegal drugs and public drinking, including, at all times, by having a sufficient number of trained 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; and maintaining contact and cooperating with MPD, DC Harbor Patrol, Coast Guard, and/or other enforcement officials when known or suspected drug activities occur. In accordance with Coast Guard requirements, Licensee's on-board personnel shall be trained in CPR and first aid.

Licensee shall maintain a log on the Vessel 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. Licensee shall take reasonable steps to discourage loitering in the vicinity of marine vessels and docks. Licensee 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.

Licensee shall post signs at the exits of the Vessel to inform patrons that no alcoholic beverages may be removed from the Vessel to ensure that no alcoholic beverages are carried out of the Vessel and consumed on the public space or in a vehicle. Licensee shall make available phone numbers of local taxi services for the use of patrons.

9. **License Ownership and Compliance with ABRA Regulations.** Licensee promises to the ANC 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 Licensee agrees that the ANC shall have standing to ask the ABC Board to enforce any violations of the agreement. On chartered tours, the charterer shall be responsible for initial ID (age) check, but the Licensee is responsible for abiding by all ABC Code and Regulations.
10. **Participation in the Community.** Licensee is encouraged to maintain open communication with the ANC and the community for which the 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 any other Party's 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 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

filing a complaint with the ABC Board pursuant to D.C. Official Code § 25-447.

If to Licensee: Tall Ship Providence Foundation t/a Tall Ship Providence  
201 N. Union Street, Suite 110  
Alexandria, VA 22314  
Attn: Clair Sassin, President & CEO  
Phone: (703) 915-1600  
e-mail: [clair.sassin@tallshipprovidence.org](mailto:clair.sassin@tallshipprovidence.org)

If to the ANC: Advisory Neighborhood Commission 6D  
1101 4<sup>th</sup> Street, SW, Suite W130  
Washington, DC 20024  
Attn: Chair, ANC  
Phone: (202) 202 554-1795  
e-mail: [office@ANC6D.org](mailto: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.

12. **No Protest & Agreement Replacement.** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, and in reliance thereupon, this Agreement shall replace and supersede the 2019 Cooperative Agreement (ABC Board Order No. 2019-550); and the ANC shall refrain from filing a protest of the Licensee's ABC License renewal application.

*[signatures on the following page]*




The ANC:

  
Edward Daniels, ANC 6D07, ANC 6D Chairperson

4/25/22  
Date

LICENSEE:

Tall Ship Providence Foundation

By:   
Clair Sassin, President & CEO

4/11/22  
Date



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

<b>In the Matter of:</b>	)	
	)	
Tall Ship Providence Foundation	)	
t/a Tall Ship Providence	)	
	)	
Applicant for a New	)	License No.: ABRA-113871
Retailer's Class CX Marine Vessel License	)	Order No.: 2019-550
	)	
at premises	)	
106 Street	)	
Alexandria, VA 22314	)	

Tall Ship Providence Foundation, t/a Tall Ship Providence, Applicant

Commissioner Gail Fast and Dr. Coralie Farlee, on behalf of Advisory Neighborhood Commission (ANC) 6D

**BEFORE:** Donovan Anderson, Chairperson  
Mike Silverstein, Member  
James Short, Member  
Bobby Cato, Member  
Rema Wahabzadah, Member  
Rafi Crockett, Member

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**ORDER ON COOPERATIVE AGREEMENT**

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The official records of the Alcoholic Beverage Control Board (Board) reflect that Tall Ship Providence Foundation, t/a Tall Ship Providence, Applicant for a new Retailer's Class CX Marine Vessel License and ANC 6D have entered into a Cooperative Agreement (Agreement), dated June 10, 2019, 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 Commissioner Gail Fast and Dr. Coralie Farlee, on behalf of ANC 6D, are signatories to the Agreement.

Accordingly, it is this 17th day of July, 2019, **ORDERED** that:

1. The above-referenced Cooperative 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



Donovan Anderson, Chairperson



Mike Silverstein, Member

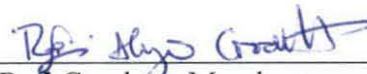


James Short, Member



Bobby Cato, Member

Rema Wahabzadah, Member



Rafi Crockett, 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 11 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).

★ ★ ★ Advisory Neighborhood Commission 6D  
██████████  
██████████

1104<sup>th</sup> Street SW, Suite W130 • Washington, DC 20024  
ANC Office: 202 554-1795 [office@anc6d.org](mailto:office@anc6d.org)

### COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (“Agreement”) is made on this 10th day of June 2019 by and between Tall Ship Providence Foundation “Establishment” t/a Tall Ship Providence, 106 N. Lee Street, Suite 200, Alexandria, VA 22314 (“Applicant”) and Advisory Neighborhood Commission 6D (“ANC”), (collectively, the “Parties”). This agreement is for Class CX License #113871 to include one marine vessel (“Premises”) which will be berthed/docked and load at the Old Town Alexandria Marina.

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

WHEREAS, Tall Ship Providence Foundation t/a Tall Ship Providence has applied for a Marine Vessel License Class CX #113871 with an Entertainment Endorsement berthed in the Old Town Alexandria Marina and whose officers are located at 106 N. Lee Street, Alexandria, VA 22314; and

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board (“ABC Board”) approve the application for Marine Vessel Class CX ABC license #113871 conditioned upon the Applicant’s compliance with the terms of this written Agreement; and

WHEREAS, 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 Applicant’s business in such a manner as to minimize the effect on the peace, order and quiet of the neighborhood, and to eliminate the need for a Protest Hearing regarding the license renewal.

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 plans to operate the marine vessel as a visitor attraction, providing educational tours of the vessel, themed cruises, and private charters. Applicant may offer food and alcohol service with an Entertainment Endorsement. The vessel will originate and terminate at the Old Town marina in Alexandria, and navigate primarily DC/ANC6D water

with no stops or loading/unloading in DC or potential passengers arriving and waiting to board in DC. A total of approximately 50-80 trips annually through DC/ANC6D waters is projected.

Alcohol service is available during each trip. No passenger is permitted to disembark with alcoholic beverages. Gambling is not allowed but game nights with no monetary prizes are allowed.

3. ***Hours of Operation.***

The hours of operation and sales, service, and consumption of alcoholic beverages shall not exceed:

Sunday through Saturday, 8:00 a.m. to 1:00 a.m.

The hours of entertainment on the main deck shall not exceed:

Sunday through Saturday, 8:00 a.m. to 1:00 a.m.

4. ***Floors Utilized and Occupancy.*** The marine vessel will have an occupancy load of up to 50 persons on three decks accessible to patrons.
5. ***Sidewalk Café.*** There is no sidewalk café. The pre-boarding or waiting areas are not located in Washington, DC, and alcoholic beverages served on the vessel are prohibited from leaving the vessel.
6. ***Noise and Privacy.*** Applicant will strictly comply with all D.C. statutes and regulations governing generation of noise. Music piped to any exterior area of the vessel shall be limited to ambient background levels. Music on the vessel may need to be reduced while in the Washington Channel to ensure these requirements are met.
7. ***Public Space and Trash.*** Applicant shall ensure that no trash or litter or other debris is discarded from the vessel while traveling through DC waters.
8. ***Compliance with Law: Emissions, Wakes.*** The Applicant shall comply with:
- a. All requirements of District of Columbia statutes or regulations regarding emissions controls applicable to passenger-carrying marine vessel engaged in interstate commerce.
  - b. All United States Coast Guard regulations or requirements regarding generation or control of wakes in the Washington Channel and Potomac River.
9. ***Security Cooperation in Stemming Illegal Drugs and Public Drinking.*** The ANC is concerned that the nature of the business of the Applicant will not pose security and crime issues. Applicant agrees that it shall take all reasonable, 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 any licensed vessel, maintaining contact and cooperating with the Harbor Patrol and /or Metropolitan Police Department, ABRA, and other enforcement officials when known or suspected drug activities occur.

Applicant shall check IDs of patrons who appear to be under the age of 25.

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 or ABRA on request.

Applicant shall post signs at the exit of the marine vessel to inform patrons that no alcoholic beverages can be removed from the licensed 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 that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to alcohol applicants, and agrees that the ANC 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 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 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 which reasonably requires more than 30 days to cure) failure shall constitute a cause for the ANC to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(2) in order to enforce the provisions of the Agreement. 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: Tall Ship Providence Foundation t/a Tall Ship Providence  
106 N Lee Street Suite 200  
Alexandria, VA 22314  
Attn: Clair Sassin, Executive Director  
Phone: (703) 915-1600  
e-mail: [clair.sassin@tallshipprovidence.org](mailto:clair.sassin@tallshipprovidence.org)

If to ANC: Advisory Neighborhood Commission 6D  
1101 Fourth Street, SW, Suite W130  
Washington, DC 20024  
Attn: Chair, ANC  
(202) 202 554-1795

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.

- 13. **Protest.** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, ANC6D shall not protest the renewal of the license.

<b>ANC:</b>		<b>APPLICANT:</b>	
<b>Chair, ANC6D</b>		Tall Ship Providence Foundation t/a Tall Ship Providence	
<i>Gail Fast</i>	<i>6/10/19</i>	<i>Clair Sassin</i>	<i>6/05/19</i>
Gail Fast, Commissioner	Date	By: Clair Sassin,	Date
ANC6D01		Executive Director	
<b>Chair, ABC Committee, ANC6D</b>			
<i>Coralie Farlee</i>	<i>10 June 19</i>		
Coralie Farlee	Date		