

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

In the Matter of:)

Premier Yachts, Inc.)
t/a Odyssey Cruises)

Holder of a)
Retailer's Class CX Marine Vessel License)

License No.: ABRA-022107

Order No.: 2019-356

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

Premier Yachts, Inc., t/a Odyssey Cruises, Licensee

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

ORDER ON COOPERATIVE AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Premier Yachts, Inc., t/a Odyssey Cruises (Licensee), and ANC 6D entered into a Cooperative Agreement (Agreement), dated March 11, 2019, in accordance with D.C. Official Code § 25-446 (2001).

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Commissioner Gail Fast and Dr. Coralie Farlee, on behalf of ANC 6D, are signatories to the Agreement.


Accordingly, it is this 15th day of May, 2019, **ORDERED** that:

1. The above-referenced Cooperative Agreement submitted by the parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
1. This Cooperative Agreement replaces and supersedes previous Cooperative Agreements between the parties; and
2. Copies of this Order shall be sent to the Licensee and ANC 6D.

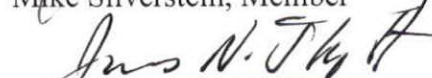
District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson



Mike Silverstein, Member



James Short, Member



Bobby Cato, Member

Rema Wahabzadah, Member

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 14th 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
[Redacted]
[Redacted]

1104 4th Street SW, Suite W 130
Washington, DC 20024
ANC Office: 202 554-1795 office@anc6d.org

COOPERATIVE AGREEMENT

This COOPERATIVE AGREEMENT replaces and supersedes the Cooperative Agreement between Premier Yachts, Inc. t/a Odyssey Cruises ABRA # 022107, and ANC6D dated July 12, 2010, and approved and executed by ABC Board Order 2010-398 dated July 21, 2010, and any subsequent amendments thereto.

THIS COOPERATIVE AGREEMENT ("Agreement") is made on this 13th day of May 2019 by and between Premier Yachts, Inc., LLC t/a Odyssey Cruises ("Licensee") and Advisory Neighborhood Commission 6D ("ANC"), (collectively, the "Parties"). This agreement is for Class CX License #022107, at 600 Water Street, SW, Washington DC, 20024.

W I T N E S E T H

WHEREAS, Premier Yachts, Inc., LLC t/a Odyssey Cruises holds License Class CX #022107 with entertainment and dancing endorsements for one (1) marine vessel operating under the Premier Yachts, Inc.

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board ("ABC Board") approve the renewal of Licensee's Retailer's Class CX ABC license (#022107) conditioned upon the Licensee'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 Licensee'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 Licensee manages and operates the Odyssey cruise vessel which offers food and has Entertainment and dancing

endorsements, and which offers approximately a total of 500 trips annually from the Southwest waterfront. The usual duration of each trip is approximately 3-4 hours.

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 2:00 a.m.

The **hours of entertainment, music, and/or dancing** shall not exceed:

Sunday through Saturday, 8:00 a.m. to 2:00 a.m.

4. ***Floors Utilized and Occupancy.*** The Odyssey has one floor with occupancy not to exceed 1,250 patrons.

5. ***Sidewalk Café/Summer Garden.*** There is no sidewalk café or summer garden; no food or alcohol service shall be available in the pre-boarding or waiting areas.

6. ***Noise and Privacy.*** Licensee 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.

Licensee shall endeavor to minimize operation of the vessel's engines while docked. However, the parties acknowledge that engines must be operated in order to power cooking on the vessel and that cooking often is undertaken prior to departure of cruises and upon return to dock (in preparation for the next cruise).

Licensee agrees further that at the end of each cruise after 9:00 p.m. it shall request passengers exit the vessel quietly in deference to neighborhood residents.

Licensee shall receive all deliveries of food, beverages, and supplies during hours between 6:00 a.m. and 7:00 p.m.

7. ***Parking/Valet and Bus Arrangements.*** It is a principal concern of the ANC that the Licensee's operation of the Establishment does not create or exacerbate parking problems within the ANC boundaries. To resolve these problems, the licensee agrees to the following:

a. Provide information to potential patrons, on a website or other

means, that there is very limited parking available in the area and that public transportation by several means of transportation -- including Metrorail, Metrobus, and shuttles -- is very convenient.

b. Regarding any and all busses used in the transport of Licensee's passengers, the Licensee agrees that it shall take the following steps to discourage idling as that term is defined in DCMR Title 20, Chapter 9, by any and all buses used in the transport of Licensee's passengers:

(1) Provide bus operators and clients with information about DC idling laws especially as relevant to residential neighborhoods. The information shall include references to DC bus idling law in DCMR Title 20, Chapter 9 regarding bus idling as well as the penalty provisions in the law; it also shall incorporate the requirement that such busses park in DC approved bus holding or parking areas.

(2) Encourage bus operators to use DC approved bus parking, loading, and unloading locations.

c. Licensee agrees that it shall use a sufficient number of employees and signage for all cruises to assist in directing the vehicular and pedestrian traffic flow occasioned by Licensee's passengers.

8. **Public Space and Trash.** Licensee shall deposit or discard any litter, bottles, trash and other debris from the vessel only at the interior trash room designated by The Wharf management.
9. **Compliance with Law: Emissions, Wakes.** The Licensee shall comply with:
 - a. All requirements of District of Columbia statutes or regulations regarding emissions controls applicable to passenger-carrying marine vessels engaged in interstate commerce.
 - b. All United States Coast Guard regulations or requirements regarding generation or control of wakes in the Washington Channel.
10. **Security Cooperation in Stemming Illegal Drugs and Public Drinking.** The ANC is concerned that the nature of the business of the Licensee will not pose security and crime issues. Licensee 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 any the 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.

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

Licensee shall have recording cameras which cover Pier 4 and the customer entrance thereto and shall (a) Maintain such cameras in operational condition; (b) Maintain camera footage of a crime of violence or a crime involving a gun for a minimum of 30 days; and (c) Make the security footage available within 48 hours upon the request of ABRA or the Metropolitan Police Department.

Licensee 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. Licensee shall to the full extent permissible by law discourage loitering near the marine vessel and docks. While the ANC does not at this time envision any requirement for security officers at the time of the cruises, as indicated above, the Licensee shall ensure that there is no post-cruise activity continuing the docks and any persons who are congregating in that manner shall be asked to move along.

Licensee shall post signs at the exit of the marine vessel to inform patrons that no alcoholic beverages can be removed from the licensed vessel. Licensee shall ensure that no containers, cups, bottles/cans, etc. regardless of content, shall be permitted to exit the marine vessel with a patron, and 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.

11. ***License Ownership and Compliance with ABRA Regulations.*** Licensee 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 liquor licensees, and agrees that the ANC shall have standing to ask the ABC Board to enforce any violations of the agreement.
12. ***Participation in the Community.*** Licensee agrees to seek to maintain open communication with the community for which the ANC acts.
13. ***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 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 which reasonably requires more than 30 days to cure) failure shall constitute a

Premier Yachts Inc., t/s Odyssey Cruise, 600 Water Street, SW,
Washington, DC 20024, ABRA #022107 and ANC6D, May 2019



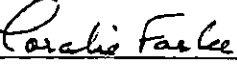
cause for the ANC to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(2) in order to enforce the provisions of the Agreement. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt 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 Licensee: Premier Yachts Inc., t/a Odyssey Cruises
600 Water Street, SW
Washington, DC 20024
Attn: Dan Leaman, General Manager
Phone: (202)264-3600
e-mail: Dleaman@entertainmentcruises.com

If to ANC: Advisory Neighborhood Commission 6D
P. O. Box 71156
Washington, DC 20024-9998
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.

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

ANC:	LICENSEE:
Chair, ANC6D  Gail Fast, Commissioner ANC6D01 Date: 5/13/19	Premier Yachts, Inc., t/a Odyssey Cruises By  Dan Leaman, General Manager Date: 5/13/19
Chair, ABC Committee, ANC6D  Coralie Farlee Date: 13 May 19	



Southwest / Navy Yard / Buzzard Point
Advisory Neighborhood Commission 6D

May 13, 2019

1101 Fourth Street, SW
Suite W 130
Washington, DC 20024
202.554.1795
Email: office@anc6d.org
Website: www.anc6d.org

Donovan Anderson, Chair
c/o Martha Jenkins, General Counsel
Alcohol Beverage Control Board
2000 14th Street, NW, Suite 400S
Washington, DC 20009

OFFICERS

Chairperson
Gail Fast
Vice Chairperson
Andy Litsky
Secretary
Rhonda Hamilton
Treasurer
Ronald Collins

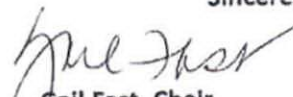
Re: ANC6D Support of renewal of Type CX Marine Vessel license for Premier Yachts, Inc., t/a Odyssey Cruises, 600 Water Street, SW, ABRA #022107 on the condition that the licensee's petition to Amend or Terminate the existing agreement be withdrawn; PLUS revised/superseding Cooperative Agreement

Dear Mr. Anderson:

At its properly noticed Special Meeting on May 13, 2019, with a quorum present, the Advisory Neighborhood Commission 6D voted 5 to 0 to 0 to support the renewal of the Type CX Marine Vessel license #022107 on the condition that the licensee's petition to Amend or Terminate the existing agreement be withdrawn; AND voted 5 to 0 to 0 to recommend that the ABC Board accept the attached superseding Cooperative Agreement Premier Yachts, Inc., t/a Odyssey Cruises, 600 Water Street, SW.

Please contact Dr. Coralie Farlee, cfarlee@mindspring.com, 202-554-4407, who is authorized to represent ANC6D in alcohol-related matters, or Gail Fast at (6D01@anc.dc.gov) if you have any questions or concerns.

Sincerely,


Gail Fast, Chair
ANC6D


Coralie Farlee, Chair
ABC Committee, ANC6D

Attachment: CA

COMMISSIONERS

SMD 1 Gail Fast
SMD 2 Anna Forge
SMD 3 Ronald R. Collins
SMD 4 Andy Litsky
SMD 5 Anthony Dale
SMD 6 Rhonda Hamilton
SMD 7 Edward Daniels