

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

_____)
In the Matter of:)
)
Oasis Marina, LLC)
t/a Oasis Marina)
)
Applicant for a New)
Retailer’s Class A License)
)
at premises)
658 Wharf Street, SW)
Washington, D.C. 20024)
_____)

Case No.: 22-PRO-00065
License No.: ABRA-120887
Order No.: 2022-631

Oasis Marina, LLC, t/a Oasis Marina, Applicant

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

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

**ORDER ON COOPERATIVE AGREEMENT AND
WITHDRAWAL OF ANC 6D’S PROTEST**

The Application filed by Oasis Marina, LLC, t/a Oasis Marina (Applicant), for a new Retailer’s Class A License, was protested by ANC 6D.

The official records of the Board reflect that the Applicant and ANC 6D have entered into a Cooperative Agreement (Agreement), dated July 26, 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.

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

Accordingly, it is this 31st day of August 2022, **ORDERED** that:

1. The Application filed by Oasis Marina, LLC, t/a Oasis Marina, for a new Retailer's Class A License, located at 658 Wharf Street, SW, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 6D in this matter is hereby **WITHDRAWN**;
3. 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, except for the following modifications:

Section 6 (Noise and Privacy) – The following language shall be removed: “If an American flag is flown, it will only be displayed from sunrise to sunset, as customary by the US Flag Code in 4 U.S. Code § 6 – Time and occasions for display.”

Section 16 (Notice and Opportunity to Cure) – The first paragraph shall be removed.

The parties have agreed to these modifications.

4. 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: a6470c99254f03e4b73303418102ff

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 547a3778093a7a011032842046ac

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 22633fca0be146474b72b47717022d

Bobby Cato, Member

eSigned via SeamlessDocs.com
Rafi Aliya Crockett, Member
Key: b567e91845e1f0e4016130e5c1c081cc

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 02172001f05f9474513e052a41805f

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward S. Grandis, Member
Key: 502776da77f9f0040ec14ddet02541ce5

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 14th 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).

★ ★ ★ Advisory Neighborhood Commission 6D

1101 4th Street S.W., Suite W130, Washington,
DC 20024

ANC Office: 202 554-1795

office@anc6d.org

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement") is made on this 26 July day of 2022 by and between Oasis Marina LLC t/a Oasis Marina ("Applicant"), at 658 Wharf Street, SW, Washington, DC 20024 ABRA License # ABRA-120887 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.

WITNES ETH

WHEREAS, Applicant has applied for a Retailer's License Class B for a business establishment ("Establishment") providing beer and wine at 658 Wharf Street, SW, Washington, D.C. 20024 ("Premises"); and

WHEREAS, the Applicant is encouraged to work regularly with ANC6D and its representatives, Gangplank Slipholders Association (GPSA), permanent liveaboard residents of The Wharf Marina, other neighborhood organizations, and residents to ensure that the business operations facilitate the enjoyment of the surrounding neighborhood; 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 Establishment 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, maritime and boater 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 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 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 an Establishment that sells marine fuel, boater supplies, sundries, snacks, soft drinks, ice, beer, wine, and canned cocktails.

3. ***Space Utilized and Occupancy:*** The Applicant will operate its Establishment in a single-story 350 square foot building located on the T-head of The Wharf Marina's W Dock. The Premises shall include the building ("kiosk") and the T-head of The Wharf Marina's W Dock where the building is located ("fuel dock"). There is no seating on the premises of the Establishment.

4. ***Hours of Operation and Sales.***
The hours of operation and selling alcohol for off-premises consumption shall be:

8:00 a.m. - 9:00 p.m.

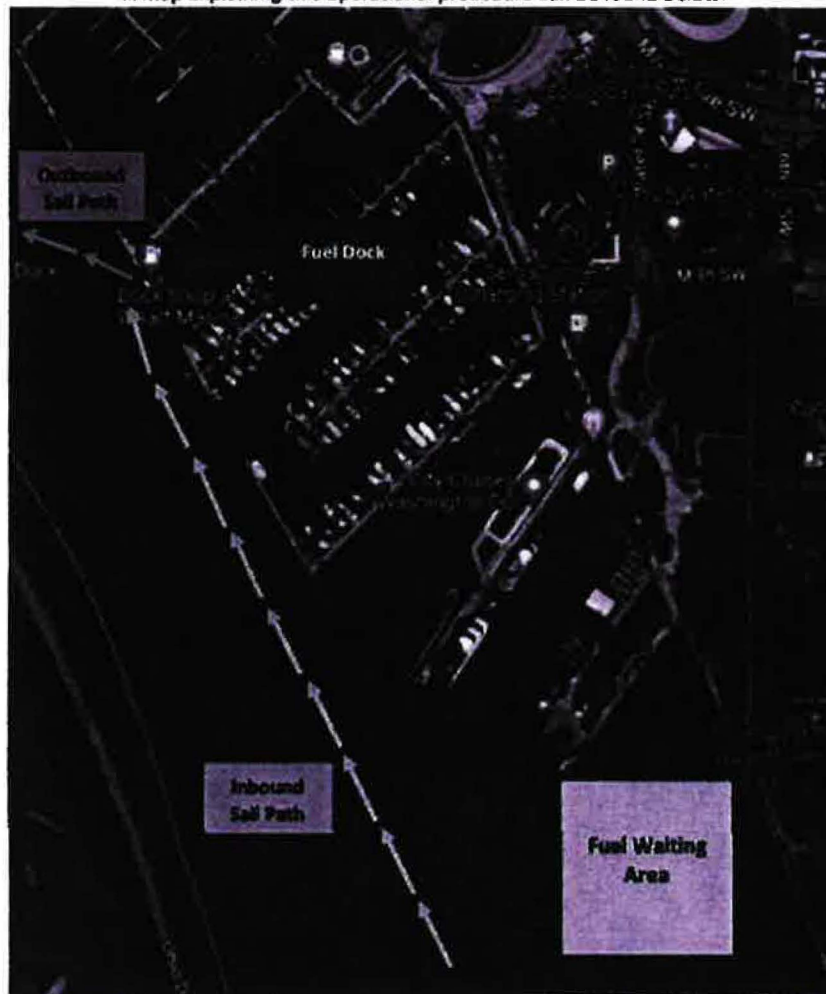
5. **Vessel Traffic Control.**

Vessels Approaching Fuel Dock and Hailing by Radio

Vessels Approaching from the South Washington Channel:

- Vessels will hail on **channel 16 or 72.**
- If the fuel dock is clear, the vessel may approach leaving its bow facing forward and coming into the fuel dock starboard-side-to.
- If the fuel dock is occupied, the incoming vessel will be instructed to idle and wait for the fuel dock to clear south of Pier 4 on the Washington channel without impeding channel traffic.
- Vessels docked starboard-side-to will be instructed to depart the fuel dock heading North on the Washington Channel, as to not impede oncoming vessel traffic.

A map explaining this operational procedure can be found below:



Vessels Approaching from the North Washington Channel:

- Vessels will hail on **channel 16 or 72.**
- If the fuel dock is clear, the vessel may approach leaving its bow facing forward and coming the fuel dock port-side-to.
- If the fuel dock is occupied, the incoming vessel will be instructed to idle and wait for the fuel dock to clear North of Wharf Marina V dock without impeding channel traffic.
- Vessels docked port-side-to will be instructed to depart the fuel dock heading South on the Washington Channel, as to not impede oncoming vessel traffic.

A map explaining this operational procedure can be found below:



Vessels Approaching Fuel Dock and Not Hailing

Vessels Approaching from the South Washington Channel:

- Try to get the vessel to communicate via radio. If they are unable, make sure they can hear your clear verbal direction.
- If the fuel dock is clear, the vessel may approach leaving its bow facing forward and coming into the fuel dock starboard-side-to.
- If the fuel dock is occupied, the incoming vessel will be instructed to idle and wait for the fuel dock to clear south of Pier 4 on the Washington channel without impeding channel traffic.
- Vessels docked starboard-side-to will be instructed to depart the fuel dock heading North on the Washington Channel, as to not impede oncoming vessel traffic.

Vessels Approaching from the North Washington Channel:

- Try to get vessels to communicate via radio. If they are unable, make sure they can hear your clear verbal direction.
- If the fuel dock is clear, the vessel may approach leaving its bow facing forward and coming into the fuel dock port-side-to.
- If the fuel dock is occupied, the incoming vessel will be instructed to idle and wait for the fuel dock to clear North of Wharf Marina V dock without impeding channel traffic.
- Vessels docked port-side-to will be instructed to depart the fuel dock heading South on the Washington Channel, as to not impede oncoming vessel traffic.

Vessels Observed idling in Washington Channel and Fairways

- Contact boater and answer any questions about docking or any assistance they may need.
- Direct boater to appropriate areas and assist in keeping channel traffic clear and accessible for all.
- If need be contact DC Harbor Patrol or DC Fire Boat to assist the boaters in need.
- Exact location using points of reference should be used to give the vessel's location to the authorities.
- DC Harbor Patrol or DC Fireboat will be contacted by phone or by VHF Channel 16.
DC Harbor Patrol: 911 for emergencies or (202) 727-4582
DC Fire Boat: 911 for emergencies or (202) 673-3200

Vessels Not Observing Washington Channel Traffic Pattern

- Contact boater and answer any questions about docking or any assistance they may need.
- Direct boater to appropriate areas and assist in keeping channel traffic clear and accessible for all.
- If need be contact DC Harbor Patrol or DC Fire Boat to assist the boaters in need.
- Exact location using points of reference should be used to give the vessel's location to the authorities.
- DC Harbor Patrol or DC Fireboat will be contacted by phone or by VHF Channel 16.
DC Harbor Patrol: 911 for emergencies or (202) 727-4582
DC Fire Boat: 911 for emergencies or (202) 673-3200

6. **Noise and Privacy.** Applicant agrees not to permit any objectionable odors, vibrations or noises to emanate offsite of the Premises and shall strictly comply with D.C. Official Code § 25-725. Applicant shall not play music in the kiosk that is audible from outside. Music shall not be played by speakers outdoors of the kiosk. Applicant will take all necessary precautions and instruct arriving marine vessels to turn off all loud music and their engines prior to receiving service. Lighting emanating from the Establishment or around the Establishment (other than standard dock lighting) shall be turned off at the close of business. If an American flag is flown, it will only be displayed from sunrise to sunset, as customary by the US Flag Code in 4 U.S. Code § 6 - Time and occasions for display. The applicant shall not post more than three (3) professionally made promotion signs on the interior windows of the premises. The applicant shall not install any signage outside the kiosk.
7. **Public Space and Trash.** So long as Oasis Marina manages the Wharf Marina, the Applicant shall be responsible for the marina's trash removal and storage program. Applicant will keep the Premises, trash collection area, docks, and common areas providing access to and adjoining the Premises free of insects, rodents, vermin, other

pests, and trash and dirt accumulations generated by the operations in the Premises. 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 Premises other than in the marina designated areas. All recycling shall be placed in the designated areas. After each use of rubbish or recycling bins located on the docks of the marina, Applicant shall ensure the lids are fully closed and not left ajar.

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 maintain the Premises, including] docks within the marina, free of litter, refuse and debris. The sidewalks, entranceways, and docks shall be cleaned one hour prior to the establishment's opening each day and within one hour after closing each day, if necessary, 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.

8. ***Cooperation in Stemming Illegal Drugs and Public Drinking.*** Applicant shall take all 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 and other enforcement officials when known or suspected drug activities occur.

Applicant shall ensure that video surveillance covers areas where alcoholic beverages are sold. If responsible for the video surveillance equipment, the establishment shall maintain security cameras and: (a) ensure the cameras are operational; (b) maintain 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.

9. ***Security.*** The sales of alcoholic beverages shall be limited to slipholders, guests of slipholders, and patrons arriving and departing on a marine vessel. Access is limited to the marina property by gates at all entry points via land. Guests require fobs to access the gates or may be let in by marina staff if they are authorized. Patrons wishing to only visit the Establishment, and who are coming by land, will not be permitted entry. This structure will be locked at all times when staff is not present. Keys will be signed in and out from the marina management office. Key audits will be performed monthly. There will be security cameras in the kiosk and on the fuel dock. Access to these cameras will be from the marina office and Wharf Security. During the hours of operation and selling, sufficient staff shall be present within the Premises to ensure a safe environment,

including the ingress and egress of all patrons, including marine and pedestrian traffic. Staff shall have all necessary training and licenses for operating a marina fuel dock and Retailer's License Class B required under D.C. and U.S. Code.

10. **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 licenses. This includes the applicant having an ABRA manager on duty during services of alcohol as defined by ABRA; "DC law requires that a person holding an ABC Manager License, in the absence of the owner, be on duty and on premises during business hours in order to legally sell and serve alcoholic beverages"; 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 is encouraged to maintain open communication with the ANC, permanent liveaboard residents, the Gangplank Slipholders Association (GPSA), and the community for which the ANC acts.
12. **Alcohol Consumption.** Alcohol consumption is permitted within the Wharf Marina, in all areas of the Marina. The Wharf Marina will not prohibit alcohol consumption on private or commercial vessels within the marina. Alcohol may be sold on private or commercial vessels only if a valid license is obtained and the sale or service of alcohol is approved by The Wharf Marina. Commercial charter vessels which obtain a permit to sell alcohol may not pick up and drop off passengers or hold in-slip events at the Wharf Marina. Alcohol consumption is not permitted outside of the marina gates, or anywhere on the public streets of The Wharf.
13. **Safety and Emergency response.** Fuel spills, inclement weather, and other emergencies will be handled following The Wharf Marina's Safety, Operations, and Emergency Response Plan documentation, which will be updated annually and provided upon request. Containment booms and absorbent pads will be maintained on-site in a labeled container.
14. **Loitering:** The Establishment intends to sell fuel, retail items, and alcoholic beverages to any watercraft which arrive at the fuel dock, as well as any persons who are already within the marina. Marina slipholders, both long term and short term, as well as their guests may be permitted to use the retail store. However, the fuel dock is not intended to be a gathering place. After purchases are made, customers will be required to move away from the fuel dock area.

Any watercraft which pull up to the fuel dock may only remain during the time it takes to complete their transaction. Watercraft secured to the dock must either exit the marina, or move to a different dock to be secured properly for longer term stays. Customers are not permitted to enter the marina gates to go to the store unless they are accompanied by a slipholder or employee of the Wharf Marina.

Every effort shall be made to ensure traffic in the Washington Channel not be impeded and that mooring balls not be used without having the proper reservation(s) by waiting customers; Applicant will have a documented standard operating procedure updated annually as supplement to The Wharf Marina's Emergency Response plan.

15. **Clean Marina:** The Wharf Marina is a Certified Clean Marina and will commit to remaining designated as a clean marina for the life of this cooperative agreement.
16. **Notice and Opportunity to Cure.** If after six months from date of signature, GPSA requests additional security measures to discourage unauthorized access to the docks where liveaboards reside, Applicant shall propose additions or revisions to the security system and/or plan which meet GPSA's reasonable approval. Applicant shall have 30 days to make the proposal after GPSA notifies Applicant in writing of the security deficiencies. Applicant shall have 120 days to implement the changes after GPSA's approval of the proposal, unless both Applicant and GPSA agree to an alternate schedule.

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 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 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.

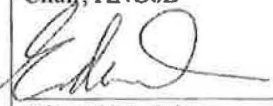

If to Applicant: Oasis Marina LLC, t/a Oasis Marinas
658 Wharf Street, SW
Washington, DC 20024
Attn: Daniel Cowens, President
Phone: 410-741-3773
e-mail: dan@oasismarinas.com

If to Protestant: Advisory Neighborhood Commission 6D
1101 4th Street, SW, Suite W130
Washington, DC 20024
Attn: Chair, ANC
Phone: (202) 202 554-1795
e-mail: 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.

17. **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 license application.

The ANC:	APPLICANT:
Chair, ANC6D  Edward Daniels Date 7/26/22	President of Oasis Marina, t/a Oasis Marina  Daniel Cowens Date 19Jul2022