

**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

ORDER ON COOPERATIVE AGREEMENT

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

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 3474a3236020a1a6d11b3226d2844f

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 255d3fca1f6e1464774b75bd7917d2d

Bobby Cato, Member

eSigned via SeamlessDocs.com
Rafi Aliya Crockett, Member
Key: b560461848e1f9e4016155e5c1291ce

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 82172003f0559447491b0f9c24481d5

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5027bda709f0040e14ad6b52541ce5

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).



1101 4th Street S.W., Suite W130, Washington, DC 20024
ANC Office: 202 554-1795 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

EE

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

If to the ANC: 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.

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