

**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 Street)
Alexandria, VA 22314)
)

License No.: ABRA-113871
Order No.: 2019-550

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

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 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.

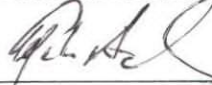
Accordingly, it is this 17th day of July, 2019, **ORDERED** that:

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

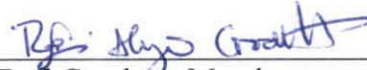


James Short, Member



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 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
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██████████

1104th Street SW, Suite W130 • Washington, DC 20024
ANC Office: 202 554-1795 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.

WITNESETH

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

Tall Ship Providence Foundation t/a Tall Ship Providence
Marine Vessel Class CX License No. ABRA-113871 and
ANC6D, June 2019

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


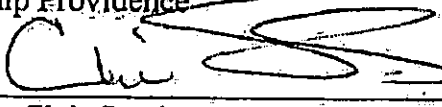
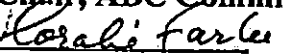
If to ANC: Advisory Neighborhood Commission 6D
1101 Fourth Street, SW, Suite W130
Washington, DC 20024
Attn: Chair, ANC
(202) 202 554-1795

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.

ANC:

APPLICANT:

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