

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

In the Matter of:)
)
TeemNow, LLC)
t/a Exiles)
)
Holder of a)
Retailer’s Class CT License)
)
at premises)
1610 U Street, NW)
Washington, D.C. 20009)
_____)

License No.: ABRA-102051
Order No.: 2022-643

TeemNow, LLC, t/a Exiles, Licensee

Meg Roggensack, Chairperson, Advisory Neighborhood Commission (ANC) 2B

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

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that TeemNow, LLC, t/a Exiles (Licensee), and ANC 2B entered into a Settlement Agreement (Agreement), dated August 8, 2022, 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 ANC 2B, are signatories to the Agreement. The Licensee and Chairperson Meg Roggensack, on behalf of ANC 2B, are signatories to the Agreement.

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

1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modifications:

Section 2 (Nature of the Business) – The second and third sentences shall be modified to read as follows: “Any change from this model shall be considered by both Parties to be a substantial change in operation of great concern to residents and the parties request that the ABC Board deems a departure from this model a substantial change.”

Section 10 (Security and Safety) – The second paragraph shall be modified to read as follows: “Should the Establishment's operation require a formal security plan or use of a reimbursable police detail, it shall be considered by both Parties to be a substantial change in operation of great concern to residents and the parties request that the ABC Board deem such a change a substantial change.”

The parties have agreed to these modifications.

2. Copies of this Order shall be sent to the Licensee and ANC 2B.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeanklessDocs.com
Donovan Anderson
Key: a4e3b9f8204d5f5e4b7300021a1108

Donovan Anderson, Chairperson

eSigned via SeanklessDocs.com
James Short
Key: 347a372f202f4e481b092a2944ec

James Short, Member

eSigned via SeanklessDocs.com
Bobby Cato
Key: 258d3fca1be148d74675bf7917d20d

Bobby Cato, Member

eSigned via SeanklessDocs.com
Rafi Atiya Crockett, Member
Key: b5b5e61845e1f8e4016155e5c12f81cc

Rafi Crockett, Member

eSigned via SeanklessDocs.com
Jeni Hansen, Member
Key: 62172831f050947491b56fb2e241869

Jeni Hansen, Member

eSigned via SeanklessDocs.com
Edward Grandis, Member
Key: 50271da7ff0040ec14adeb52541ce5

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).

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 28 day of August, 2022 by and between TeemNow LLC t/a Exiles Bar, License # 1002051 ("Establishment"), and Advisory Neighborhood Commission 2B ("ANC2B") (collectively, the "Parties").

WITNESSETH

WHEREAS, the Establishment holds a License Class C, License Number 102051, for TeemNow LLC ("Exiles Bar"), a business establishment ("Establishment") located at 1610 U Street NW, Washington, D.C. ("Premises");

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board ("ABC Board") approve the Establishment's license application for Substantial Change to permit a rear summer garden with 28 seats, conditioned upon the Applicant's compliance with the terms of this written Agreement; and

WHEREAS, the Parties are desirous of entering into a Settlement 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 on peace, order, and quiet, and to eliminate the need for a Protest regarding the license application.

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 shall operate and manage a Retailer Class C Tavern pursuant to regulations and conditions specified herein. Seeking permission to alter operation or revise this Agreement shall constitute a Substantial Change and of great concern to residents. Substantial Change shall require review by the parties, public comment, vote of support from the Parties, and approval by the ABC Board.
3. **General Terms.**

The Establishment shall have an ABRA-certified manager on its premises at all times during operating hours, including for private events.

The Establishment shall not permit any person who has not completed ABRA-recognized alcohol awareness or alcohol safety training to serve alcohol.

The Establishment shall provide food service during its operating hours; with late-night food options available until one-half (1/2) hour before closing. Establishment shall be free to decide menus and offerings.

The Establishment shall not be allowed to participate in ABRA-permitted Pub Crawls.

The Establishment shall not utilize promoters nor permit promoters use of the Establishment; nor shall the Establishment or any party or event, operate the premises as a nightclub, discotheque, collect a door or cover charge, or offer other late night activity that requires specific endorsements or licensing not covered by a Class C Tavern License or as otherwise allowed by this Agreement.

The Establishment shall be permitted to participate in ABRA's Extended Holiday Hours Program.

4. **Hours of Operation and Sales.** The Applicant's permitted hours of operation shall be as follows:

Hours for operation and alcoholic beverage sales and service shall be:

Monday through Thursday: 4:30 PM - 2:00 AM

Friday: 4:30 PM - 2:00 AM

Saturday: 9:00 AM - 3:00 AM

Sunday: 10:00 AM - 2:00 AM

The Establishment shall announce "Last Call" not later than 20 minutes prior to

closing.

All patrons shall exit the Premises by the closing time.

The Establishment shall be permitted to extend its interior serving hours until 4:00 AM, and inside entertainment hours until 3:00 AM, New Year's Eve into New Year's Day.

Unless otherwise required or restricted by ABRA regulation or law enacted by the District of Columbia, the Establishment shall be permitted to modify its hours of operation, service, or indoor entertainment, for individual special occasions such as Inauguration Day or sporting events, without the need to submit a One Day Substantial Change Application.

5. **Summer Garden.** The Establishment, with appropriate current endorsement, shall be permitted to operate a rear enclosed summer garden with seating for 28 patrons, within the existing outdoor seating area's footprint and with the same hours of operation and sales as outlined in paragraph 4.

Amplified music and televisions, only, but not live entertainment, shall be allowed in the summer garden pursuant to noise abatement requirements outlined in paragraph 7.

The Establishment shall check at least once per hour to ensure cleanliness.

6. **Parking/Valet Arrangements.** The Establishment and any party or event utilizing the Premises, shall not offer or provide valet parking service.
7. **Noise and Privacy.** The Establishment shall at all times comply with D.C. Official Code § 25-725 and take all necessary actions, including structural remedies and insulation/soundproofing to ensure that music, noise and vibration from the Establishment are not audible or discernable within adjacent or nearby residential properties.

The Establishment shall keep its doors and windows closed when music or television broadcasts are being played at the establishment. The Establishment shall take reasonable measures to minimize noise emanating from the opening of premises doors.

The Establishment shall require its purveyors and suppliers make deliveries only between the hours of 7:00 AM and 6:00PM Mondays through Fridays; 7:00 AM and 5:00 PM Saturdays; and 10:00 AM and 5:00 PM on Sundays.

8. **Public Space and Trash.** The Establishment shall keep the sidewalk surrounding its property (up to and including the curb), tree box(es), curb, adjoining alley or driveway entrances clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations.

The Establishment shall have the area around the Premises properly cleaned and washed as needed, with special attention to areas where trash and recycling is stored.

All refuse shall be placed in sufficiently durable and securely closed plastic garbage bags before placing into a trash container or dumpster. Recycling must be clean and placed in appropriate collection container. Garbage and recycling containers, dumpsters, shall be kept securely closed at all times. If contents exceed capacity, larger or additional containers shall be obtained and used.

The Establishment shall regularly clean its trash and recycling containers and promptly replace any that have been damaged, chewed through or reached the end of their useful life;

The Establishment shall employ only companies licensed to operate in the District of Columbia for collection of trash and recyclables. Pickups shall not occur before 7:00 AM on weekdays; before 9:00 AM on weekends or holidays; and not after 5:00 PM on any day.

Except where there is a communal arrangement for trash and recycling storage, no trash receptacles or storage shall encroach or be placed upon neighboring property.

Establishment shall be responsible for timely snow and ice removal from its sidewalk area and take proper precautions to prevent ice accumulation, in accordance with District of Columbia law.

9. **Rats and Vermin Control.** The Applicant shall maintain a professional rat and vermin control contract for its property, and provide proof of current contract upon request.

In addition to the trash management requirements of this Agreement, the Establishment shall employ reasonable and common sense measures to lessen the appeal of the Premises and public space to rodents and other vermin.

10. **Security and Safety.** Establishment shall take all necessary measures to ensure its operation does not adversely affect the peace, order, quiet, and safety of its neighbors or the surrounding neighborhood.

Should the Establishment's operation require a formal security plan or use of a reimbursable police detail, it shall constitute a Substantial Change as defined in Section 2 of this Agreement.

11. **License Ownership and Compliance with ABRA Regulations.** The Establishment shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding ownership of the license, recordkeeping, and all other provisions applicable to liquor licensees.

The Establishment agrees that any Party to this Agreement shall have standing to ask the ABC Board to review compliance with, or request enforcement action for any violations of, the Agreement.

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 a 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 the Establishment 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 seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-447.

Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and may be delivered by email; mailed via certified mail, return receipt requested; 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.

Contact information for the Parties to This Agreement.

If to the Establishment: TeemNow LLC
Exiles Bar
1610 U Street NW
Washington, DC 20004
Donagh Gilhooly
donagh@exilesbar.com

If to ANC 2B:
Att: Chair
ANC 2B
9 Dupont Circle NW
Washington, DC 20036
202-462-1100

Signatures

ESTABLISHMENT:

DONAGH GILHOOLY

By: Printed Name/Title

Donagh Gilhooly

Signature of Licensee or
Legal Representative

ANC 2B:

Meg Roggensack, Chair

By: Printed Name/Title

Meg Roggensack

Signature