

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

In the Matter of:)
)
Callister Technology and Entertainment, LLC)
t/a Duffy's Irish Restaurant and Pub)
)
Application for Substantial Change)
(Sidewalk Cafe Change of Hours))
to Retailer's Class CT License)
)
at premises)
2106 Vermont Street, NW)
Washington, D.C. 20001)
)

Case No.: 17-PRO-00020
License No.: ABRA-100438
Order No.: 2017-401

Callister Technology and Entertainment, LLC, t/a Duffy's Irish Restaurant and Pub
(Applicant)

James Turner, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 1B

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member
Jake Perry, Member
Donald Isaac, Sr., Member

**ORDER ON SETTLEMENT AGREEMENT
AND WITHDRAWAL OF ANC 1B'S PROTEST**

The Application filed by Callister Technology and Entertainment, LLC, t/a Duffy's Irish Restaurant and Pub (Applicant), for a Substantial Change to change its Sidewalk Café hours to its Retailer's Class CT License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on May 8, 2017 and a Protest Status Hearing on June 14, 2017, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 1B entered into Settlement Agreement (Agreement), submitted on July 16, 2017, 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 Chairperson James Turner and Commissioner Robb Hudson, on behalf of ANC 1B, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 1B.

Accordingly, it is this 26th day of July, 2017, **ORDERED** that:

1. The Application filed by Callister Technology and Entertainment, LLC, t/a Duffy's Irish Restaurant and Pub, for a Substantial Change to change its Sidewalk Café hours to its Retailer's Class CT License, located at 2106 Vermont Street, NW, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 1B in this matter is hereby **DISMISSED**;
3. The above-referenced Settlement 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:

Subsection 2(b)(i) (Hours of Operation and Sales) – This Subsection shall be removed.

Section 8 (Binding Effect) – The language “and assigns” shall be removed.

The parties have agreed to these modifications.

4. Copies of this Order shall be sent to the Applicant and ANC 1B.

District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson



Nick Alberti, Member



Mike Silverstein, Member



James Short, Member



Jake Perry, Member



Donald Isaac, Sr., 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).

**Settlement Agreement Concerning change request of
License ABRA- 100438 to
Callister Technology & Entertainment, LLC, DBA Duffy's Irish Restaurant and
Pub,
2106 Vermont Avenue, N.W.**

THIS AGREEMENT, made and entered into this 16 day of July, 2017, by and between Callister Technology & Entertainment, LLC, DBA Duffy's Irish Restaurant and Pub ("Applicant") and ANC 1B ("ANC") witnesses.

RECITALS

WHEREAS, the Applicant has filed an application for a License Class C Tavern (ABRA-100438) ("License") for a business establishment located at 2106 Vermont Ave NW Washington DC 20001 ("Establishment"); and the application is currently pending before the District of Columbia Alcoholic Beverage Regulation Administration ("Board"); and

WHEREAS, in recognition of the Board's policy of encouraging parties to a liquor licensing proceedings to settle their differences by reaching settlement agreements, by their signatures below, the parties hereto desire to enter into a settlement agreement whereby (1) Applicant will agree to adopt certain measures to address ANC's concerns and to include this agreement as a formal condition of its application, and (2) ANC will agree to the issuance of a new license provided that such an agreement is incorporated into the Board's order issuing the license, which license is conditioned upon compliance with this agreement;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, receipt and sufficiency are hereby acknowledged, the parties agree as follows:

1) NOISE.

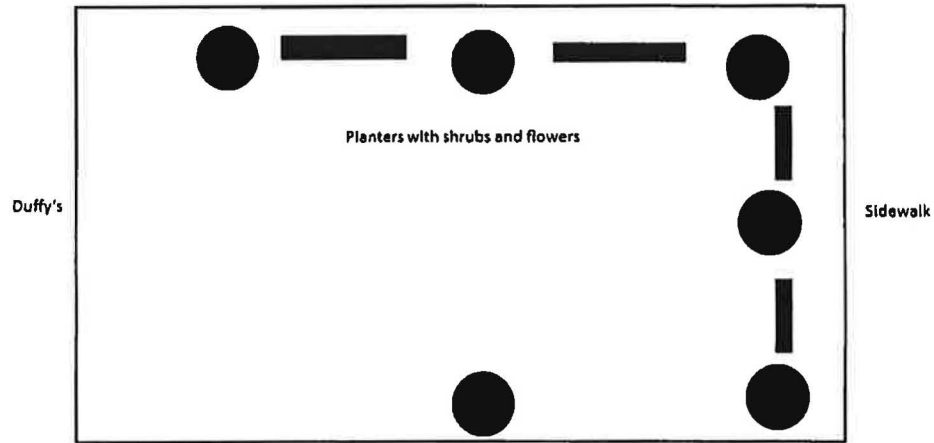
a) Sidewalk Café:

- i) Applicant agrees not to have any amplified music or entertainment on or in the Sidewalk Café after 10:00pm; however, applicant may show televised sporting events on one television on the Sidewalk Café.
- ii) No temporary or permanent speakers will be present on the Sidewalk Café, with the exception of those attached to the television (see 1.a.i.), but the windows may be opened to allow patrons to hear the recorded music played inside the establishment. Applicant will restrict patrons from using electronic devices as speakers to play music on the Sidewalk Café.
- iii) The Applicant agrees to restrict all events on the Sidewalk Café to those run by the Applicant and will not contract the Sidewalk Café for any events operated by an outside contractor.

- iv) The sidewalk café shall be limited to the seated service of patrons only, and service at the indoor bar shall be refused to parties seated in the Sidewalk Café after 11:00 P.M. on weeknights, and midnight on weekends.
- v) Applicant agrees to restrict total capacity to 40 seated patrons on the Sidewalk Café.
- vi) Tables and chairs shall be located within the Sidewalk Café area during all hours of operation, except on the rare occasion for cleaning, repair, or replacement. At no time shall tables and chairs be cleared to use the Sidewalk Café area as a standing cocktail area.

b) Other Noise Provisions

- i) Applicant shall comply with applicable noise-control regulations, including, but not limited to, those in District of Columbia Municipal Regulations (DCMR) Title 20 and Title 25.
- ii) Applicant shall take all necessary actions to ensure that music, noise, and vibration from the Establishment are not audible in any residential premises, including, but not limited to, making architectural modifications to the Establishment.
- iii) Applicant shall post a conspicuous sign at each exit advising the necessity of quiet departure, per DCMR §22-1321 (“disorderly conduct”), that “[i]t is unlawful for a person to make an unreasonably loud noise between 10:00 p.m. and 7:00 a.m. that is likely to annoy or disturb one or more other persons in their residences.”
- iv) Applicant agrees will use decibel-metering systems or devices to monitor noise levels.
- v) It is contemplated that Applicant will make certain improvements to the Sidewalk Café designed to mitigate noise within 60 days of the date of this agreement. Specifically, it is contemplated that the Applicant shall
 - (1) construct and maintain planters arranged per the provided floor plan drawings



(2) post signage notifying patrons that the Establishment is located in residential area and request patrons to be respectful.

2) Hours of Operation and Sales.

a) Hours of Operation and Sales Indoors: Applicant's interior hours are not limited by this Agreement.

b) Hours of Operation and Sales in Sidewalk Café

i) Applicant's "Hours of Operation" may be extended as needed for up to 20 minutes to allow for cleanup of the Sidewalk Café.

ii) So long as the improvements in Section 1.b.v above have been completed or it is within 60 days from the date of this Agreement, hours of operation and sales in Sidewalk Café shall be as follows:

| Day | Not Earlier Than | Not Later Than |
|-----------|------------------|----------------|
| Sunday | 9:00 a.m. | 12:00 a.m. |
| Monday | 9:00 a.m. | 12:00 a.m. |
| Tuesday | 9:00 a.m. | 12:00 a.m. |
| Wednesday | 9:00 a.m. | 12:00 a.m. |
| Thursday | 9:00 a.m. | 12:00 a.m. |
| Friday | 9:00 a.m. | 1:00 a.m. |
| Saturday | 9:00 a.m. | 1:00 a.m. |

iii) If the improvements in Section 1.b.v have not been completed after 60 days from the date of this Agreement, hours of operation and sales in Sidewalk Café shall be as follows:

GAZ

| Day | Not Earlier Than | Not Later Than |
|-----------|------------------|----------------|
| Sunday | 9:00 a.m. | 11:00 p.m. |
| Monday | 9:00 a.m. | 11:00 p.m. |
| Tuesday | 9:00 a.m. | 11:00 p.m. |
| Wednesday | 9:00 a.m. | 11:00 p.m. |
| Thursday | 9:00 a.m. | 11:00 p.m. |
| Friday | 9:00 a.m. | 12:00 a.m. |
| Saturday | 9:00 a.m. | 12:00 a.m. |

- iv) If at any time during any 6 month period, Applicant is assessed three or more violations of Section 25-725 of the ABRA Civil Penalty Schedule that are attributed to the Sidewalk Café, or three or more violations of Section 25-823(6); the Sidewalk Café hours will revert to the following:

| Day | Not Earlier Than | Not Later Than |
|-----------|------------------|----------------|
| Sunday | 9:00 a.m. | 11:00 p.m. |
| Monday | 9:00 a.m. | 11:00 p.m. |
| Tuesday | 9:00 a.m. | 11:00 p.m. |
| Wednesday | 9:00 a.m. | 11:00 p.m. |
| Thursday | 9:00 a.m. | 11:00 p.m. |
| Friday | 9:00 a.m. | 12:00 a.m. |
| Saturday | 9:00 a.m. | 12:00 a.m. |

3) Trash and Odors.

- a) Applicant shall remove all trash, recyclable materials, and grease from the Sidewalk Café every night and store it in containers that are impervious to vermin, leaks, and odors.
- b) Any damaged or leaking containers storing items from the Sidewalk Café shall be repaired or replaced within 24 hours. These outdoor containers shall be kept closed at all times, and no waste or other materials shall be stored outdoors, except in such containers.
- c) Applicant shall not allow trash or recyclable materials, including bottles and cans, to be disposed of in bulk on the Sidewalk Café between the hours of 10:00p.m. and 7:00a.m in order to control noise
- d) Applicant shall keep the Sidewalk Café free of litter, bottles, chewing gum, trash, and other debris.

4) Rat and Vermin Control.

- a) Applicant shall eliminate potential attractions for rodents and other pests, including exterior sources of food, standing water, and shelter locations.

- b) Applicant shall contract with a licensed exterminator to inspect the Establishment a minimum of once per quarter and shall maintain recommended pest control measures.

5) Security.

- a) Applicant shall develop and submit to ABRA a detailed security plan that addresses issues surrounding queuing, security guards, and security cameras. Applicant shall engage a professional security company to provide recordings of the sidewalk café during the extended hours of Friday and Saturday 12am-1am and 11pm-12am on all other days, and shall ensure that the recordings from said cameras are available to the Metropolitan Police Department and ABRA for a minimum of 2 weeks following the date of recording.

6) Parking.

- a) Applicant shall notify patrons, on Establishment website or other advertising, that there is limited parking in the vicinity and shall encourage the use of public transportation.

7) Compliance with Regulations. Applicant shall comply with regulation of the Board, Department of Consumer and Regulatory Affairs (DCRA), Department of Health (DOH), Department of Public Works (DPW), and other applicable DC agency regulations regarding conduct of its business and the ownership of the license.

8) Binding Effect. This Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant during the term of the license to which this Agreement applies. Applicant agrees to notify any prospective transferee of the existence of this Agreement and to provide them with a copy.

9) Agreement Available Upon Demand. A copy of this Agreement shall be kept at the Establishment and made available to law enforcement officers and Alcoholic Beverage Regulatory Administration inspectors immediately upon request

10) Notices.

- a) Notices shall be provided by email, U.S. Mail, or hand-delivery as follows:

If to ANC:

Advisory Neighborhood Commission 1B
2000 14th St., NW, Suite 100B
Washington, DC 20009
1b@anc.dc.gov, 1B11@and.dc.gov, and 1B02@anc.dc.gov

If to Applicant:

Callister Technology and Entertainment LLC DBA: Duffy's Irish Restaurant and Pub
2106 Vermont Ave NW

Washington, DC 20001
info@dcduffys.com

- b) Failure to give notice shall not constitute waiver or acquiescence to the violation.

WHEREFORE, by the signing of the representatives of Applicant and ANC, Applicant hereby agrees to aforementioned covenants and ANC agrees to the issuance of the Class C Tavern license to Applicant, and withdraws its protest, provided that this agreement is incorporated into the Board's order issuing a Class C Tavern license, the issuance of which is conditioned upon compliance with this Settlement Agreement.

[SIGNATURE BLOCKS ON FOLLOWING PAGE]

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to consist of a large initial letter followed by a series of loops and a horizontal stroke.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

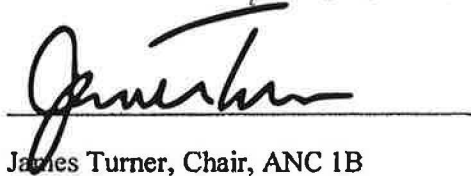
ANC:

Advisory Neighborhood Commission 1B



Robb Hudson, Commissioner for ANC 1B-11

Date Signed: 7/16/17



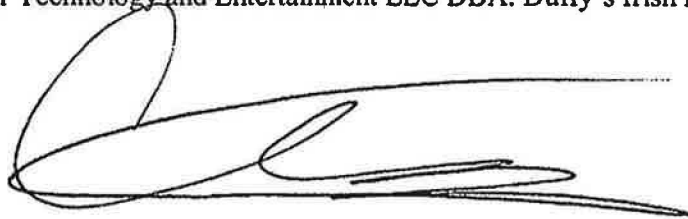
James Turner, Chair, ANC 1B

Date Signed: July 17, 2017

APPLICANT:

Callister Technology and Entertainment LLC DBA: Duffy's Irish Restaurant and Pub

By:



Casey Callister, co-owner

Date Signed: 16 July 2017

