

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

In the Matter of:

Scribone, LLC
t/a Surfside

Applicant for a New
Retailer's Class CR License

at premises
1800 N Street, NW
Washington, D.C. 20036

License No.: ABRA-119138
Order No.: 2021-745

Scribone, LLC, t/a Surfside, Applicant

Susan Volman, President, Dupont Circle Citizens Association (DCCA)

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 Scribone, LLC, t/a Surfside (Applicant), Applicant for a new Retailer's Class CR License, and Dupont Circle Citizens Association (DCCA) have entered into a Settlement Agreement (Agreement), dated October 27, 2021, 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 Susan Volman, on behalf of DCCA, are signatories to the Agreement.

Accordingly, it is this 10th day of November 2021, **ORDERED** that:

1. 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; and
2. Copies of this Order shall be sent to the Applicant and DCCA.

District of Columbia
Alcoholic Beverage Control Board

signed via ScanlessDocu.com
Donovan Anderson
Key: 3c43c3d2c9b1c4c1f6b4c736d0c3f8c1f8

Donovan Anderson, Chairperson

signed via ScanlessDocu.com
James Short
Key: 5c7b6730b250c4e4b1b3b5d42b4b1c

James Short, Member

signed via ScanlessDocu.com
Bobby Cato
Key: 25d83f6c917b14b47f4b75b0c791742cd

Bobby Cato, Member

signed via ScanlessDocu.com
Rafi Aliya Crockett, Member
Key: 35b0c651845e13b4d01615b6bc12081c2

Rafi Crockett, Member

signed via ScanlessDocu.com
Jeni Hansen, Member
Key: 821720317110644749145589c2341355

Jeni Hansen, 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).

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 27th day of October, 2021 by and between Scribone, LLC t/a Surfside Taco Stand, ABRA License 119138 ("Applicant") and Dupont Circle Citizens Association ("DCCA" or "Protestant") (collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant has applied for a new Class "C" Restaurant #119138 for a business establishment ("Establishment") located at 1800 N Street, NW, Washington, D.C. 20036 ("Premises");

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

WHEREAS, the purpose of this settlement agreement is to permit the Applicant to sell alcoholic beverages while discouraging the possession of open containers of alcohol in public areas beyond the sidewalk cafe, on nearby sidewalks, streets, and alleys, where such possession and consumption would be in violation of Title 25, Section 1001 of DC Municipal Regulations. This agreement is intended to help preserve the peace, order, quiet, and cleanliness of the neighborhood while allowing patrons to legally enjoy alcoholic beverages in areas clearly designated.

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. ***Hours.*** The Applicant agrees to cease the sale of alcoholic beverages on Sundays thru Thursdays at 11pm and on Fridays and Saturdays at 12 midnight.
3. ***Boundaries and signage.*** The Applicant agrees to clearly designate the boundaries of its sidewalk cafe and/or streatory, whether by tent enclosure, movable ropes and poles, markings, or other means, so that patrons will be able to determine the area where possession and consumption from open containers of alcohol is permitted. Such clear designation is meant to protect both the Applicant and the patrons, by demonstrating that both are in compliance with 25 DCMR §1001.

The Applicant agrees to post signage discouraging off-premises public consumption of alcohol, referencing 25 DCMR §1001. This signage is meant to protect the establishment and to warn and protect patrons.

4. ***Off-premises.*** The Applicant agrees to limit the sale of alcoholic beverages to only patrons who are purchasing a food item. This is already a provision of the DC rules

regarding off-premises sale of alcoholic beverages. The Applicant agrees to add it to the sale of alcoholic beverages to be consumed on premises.

The Applicant agrees to abide by existing DC rules regarding alcoholic beverages for off-premises consumption, that containers be sealed and not opened. The Applicant agrees that containers sold for consumption on premises shall be opened by staff.

5. **Trash.** The Applicant shall endeavor to keep the area clean by providing adequate trash receptacles and cleaning the immediate area on a regular basis.
6. **Notice and Opportunity to Cure.** In the event that any of the parties are 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 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 mailed via certified mail, return 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: Scribone, LLC t/a Surfside Taco Stand
1800 N Street NW
Washington, D.C. 20036
Attn: Robert "Bo" Blair, Member
Email: boblairdc@gmail.com

If to DCCA: Dupont Circle Citizens Association
Susan Volman, President
Dupont Circle Citizens Association
9 Dupont Circle, NW
Washington, DC 20036
president@dupont-circle.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.

7. **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed as original, but all together shall constitute the same instrument.
8. **Withdrawal of protest:** Upon execution of this Agreement and its acceptance by the ABC Board, any protest filed by the DCCA shall be deemed withdrawn.

PROTESTANT:

Dupont Circle Citizens Association



By: Susan Volman, President

APPLICANT:

Scribone, LLC t/a Surfside Taco Stand



By: Robert "Bo" Blair