

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

In the Matter of:)
)
Scribone, LLC)
t/a Surfside)
)
Holder of a)
Retailer’s Class CR License)
)
at premises)
4200 Wisconsin Avenue, NW)
Washington, D.C. 20016)
_____)

License No.: ABRA-113253

Order No.: 2020-068

Scribone, LLC, t/a Surfside, Licensee

Jonathan McHugh, Commissioner, Advisory Neighborhood Commission (ANC) 3E

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Bobby Cato, Member
Rema Wahabzadah, Member
Rafi Crockett, Member

ORDER ON SETTLEMENT AGREEMENT

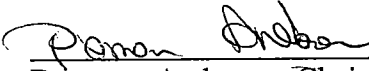
The official records of the Alcoholic Beverage Control Board (Board) reflect that Scribone, LLC, t/a Surfside (Licensee), and ANC 3E have entered into a Settlement Agreement (Agreement), dated December 12, 2019, that governs the operation of the Licensee’s establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Commissioner Jonathan McHugh, on behalf of ANC 3E, are signatories to the Agreement.

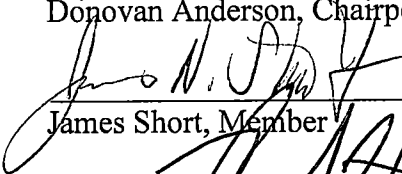
Accordingly, it is this 29th day of January, 2020, **ORDERED** that:

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;
2. This Settlement Agreement replaces and supersedes previous Settlement Agreements between the parties; and
3. Copies of this Order shall be sent to the Licensee and ANC 3E.

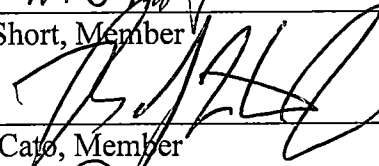
District of Columbia
Alcoholic Beverage Control Board



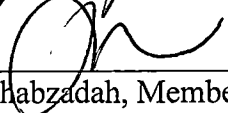
Donovan Anderson, Chairperson



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 3E

TENLEYTOWN AMERICAN UNIVERSITY PARK FRIENDSHIP HEIGHTS
c/o Lisner-Louise-Dickson-Hurt Home 5425 Western Avenue, NW Washington, DC 20015
www.anc3e.org

VOLUNTARY AGREEMENT

This Voluntary Agreement (the "Agreement") is made and entered into as of the ____ day of November, 2019, by Scribone, LLC, the applicant in ABRA-113253 ("Applicant"), and Advisory Neighborhood Commission 3E ("ANC") (Scribone and ANC 3E each being a "Party" hereunder or collectively, the "Parties".)

WITNESSETH:

WHEREAS, Applicant has sought permission from the District of Columbia Alcoholic Beverage Administration (ABRA) to extend the hours it may serve liquor at its summer garden and outside café at a restaurant/bar called "Surfside" ("Establishment") it operates at 4200 Wisconsin Avenue, N.W., which is located within the boundaries of ANC 3E; and

WHEREAS, ANC 3E agrees to support Applicant's application in ABRA-113253 ("Application"), in reliance in part on Applicant's agreement to certain restrictions contained herein that will reduce potential burden on nearby residents;

SUMMARY OF AGREEMENT

1. Nature of Operation

Class of Restaurant	Class "C" Restaurant
Total Occupancy Capacity	330
Total Seating Capacity	264
Sidewalk Café [Yes/No]	Yes
Live Entertainment [Yes/No]	NA
Valet Service [Yes/No]	Yes

2. Hours of Operation

	Sunday through Thursday	Friday and Saturday
Inside Premises	8 am to 2 am	8 am to 3 am
Summer Garden	8 am to 1 am	8 am to 2 am
Outdoor Café (Taco Bar)	12 am to 12 am	12 am to 12 am
Alcohol Service		
Inside	8 am to 2 am	8 am to 3 am
Summer Garden	8 am to 1 am	8 am to 2 am
Sidewalk Café	8 am to 12 am	8 am to 1 am
Live Entertainment		
Inside	NA	NA
Outside	NA	NA



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STANDARD ENDORSEMENTS

1. **Neighborhood Peace** Applicant agrees to make all reasonable efforts to maintain the peace and quiet of the surrounding residential neighborhood so that establishment operations have a negligible impact with regards to sound and activity.
2. **Noise and Privacy** Applicant will strictly comply with D.C. Official Code § 25-725 and will make architectural improvements to the property and will take actions, as necessary, to ensure that music, noise and vibration from the Establishment (including patrons, and including both public and private events) are not audible outside the establishment at any time. Applicant will actively work to maintain peace and quiet of patrons after leaving the business and not serving patrons who have a pattern of having produced noise, waste, or unruly behavior.
3. **Outdoor Seating** If Applicant chooses to provide seating for patrons in the Establishment's private and public space, the Applicant will ensure patrons do not block sidewalk passage. Applicant will direct that its employees inspect the sidewalk and front yard area on a regular basis to ensure its cleanliness. Applicant will follow DCRA's regulations on the operation of sidewalk cafes, as provided for in Chapter 24 of Title 3 of District of Columbia Municipal Regulations.
4. **Public Space** Applicant shall keep the sidewalk (up to and including the curb) tree boxes, curb, and alley clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to ensure that refuse and other materials are promptly removed. Applicant will make ongoing efforts to make sure the tree box and sidewalk areas are attractive and enhance the neighborhood.
5. **Trash Dumpsters and Collection** Applicant shall ensure that the area around dumpsters are kept clean at all times and dumpsters are placed such that they do not encroach on abutting property owners and that no garbage is placed on abutting property. Applicant will ensure timely disposal no less than three (3) times per week that is the least disruptive to the neighbors. Commercial trash pickup in residential areas takes place between 7 a.m.-7 p.m.
6. **Rats and Vermin Control** Applicant shall provide rat and vermin control for its property. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there are not garbage and odors present the following morning.
7. **Access to Public Alleys, Garage and Parking** Applicant shall not obstruct or prevent access to public alleys at any time. The Applicant will ensure that any food delivery drivers or services employed or contracted by the Applicant also do not obstruct or prevent access to the public alleys at any time.



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8. **Food Service to Liquor Ratio** Applicant will maintain a ratio between foodservice and liquor sales such that at least 45% of sales will be from food. Applicant shall refuse to sell alcohol or cigarettes (including e-cigarettes and vaping products) to legally underage persons and refuse to sell alcohol to inebriated [drunk] persons. Inebriated persons shall not be admitted to the establishment.
9. **Security Cooperation in Stemming Illegal Drugs and Public Drinking** Applicant agrees that it shall take all 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 the Premises, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur. The applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises.
10. **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 liquor licensees.

ADDITIONAL ENDORSEMENTS

1. **Outside Entertainment** Applicant agrees that no music, television, or other entertainment will be played in or around the sidewalk café seating.
2. **Deliveries on Wisconsin Avenue during AM Rush Hour** Applicant agrees to make all reasonable efforts to ensure that deliveries to restaurant will not occur on Wisconsin Avenue during the AM rush hour defined as weekdays 7AM to 9:30AM.
3. **UberEats and other food delivery pickups** Applicant agrees to make all reasonable efforts to ensure that pickups for UberEats and other similar food delivery services will occur at the loading dock at the rear of the building in order to not impede traffic on Wisconsin Avenue or Van Ness St.

STANDARD REMEDIES

1. **Attendance at ANC Meetings** Should the ANC receive complaints from constituents related to Establishment's operations, one or more ANC members may ask Applicant to attend an ANC meeting. Should Applicant receive such a request, it will make every reasonable effort to ensure that an officer or senior staff member attends the meeting (or, if impracticable, the next scheduled meeting) and works in good faith with the ANC and the community reasonably to address such complaints.

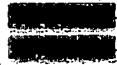


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NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

1. **Hours** Applicant hereby agrees that, notwithstanding any other permission from ABRA or any other agency, it will end operation of all summer garden, café seating and other operations at the hours described in the section Summary of Agreement: Hours of Operations.
2. **Extended Hours** Parties agree that, (1) on days designated by the DC ABC Board as "Extended Hours for ABC Establishments" Applicant may operate and serve alcohol for such hour(s); (2) in the event the Council of the District of Columbia or the DC ABC Board grant licenses in general extended operating hours (such as Inauguration or World Cup) Applicant may avail itself of such extended hours; and (3) on January 1 of each year Applicant may serve alcoholic beverages until 4:00 a.m.
3. **Standard Endorsements** Applicant agrees to the terms embodied in the section Standard Endorsements.
4. **Additional Endorsements** Applicant agrees to the terms embodied in the section Additional Endorsements.
5. **Standard Remedies** Applicant agrees to the terms embodied in the section Standard Remedies.
6. **Modification of Agreement** Applicant may ask the ANC at any time to modify this Agreement. Such a request shall be made in writing. The ANC may ask Applicant to appear at a meeting to present the request to the community. If the ANC agrees to modify the Agreement, such modification may come only pursuant to a formal ANC resolution and a writing signed by the parties.

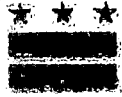


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MISCELLANEOUS PROVISIONS

1. **ABRA Adoption** The Parties agree to ask ABRA to incorporate this Agreement to fullest extent possible into any order it may issue regarding the subject application.
2. **Waiver** The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right subsequently to enforce and compel strict compliance with every provision of this Agreement.
3. **Binding on Survivors** All covenants, stipulations, promises, agreements, and provisions in this Agreement shall apply to, bind and be obligatory on the Parties hereto, their heirs, executors, administrators, personal representatives, and successors.
4. **Severability** If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.
5. **Assignment and Subcontracts** Neither Party may assign any rights or delegate any duties under this Agreement without the express prior written consent of the other Party.
6. **Headings and Paragraphs** Headings in this Agreement are for convenience only and shall not affect the meaning of this Agreement. References in this Agreement to any Section or paragraph are to the applicable numbered section of this Agreement unless otherwise noted.
7. **Counterparts** This Agreement may be executed simultaneously in one or more counterparts, by original or facsimile signature, and when executed by all Parties shall constitute one and the same Agreement.



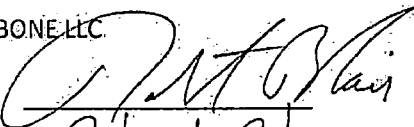
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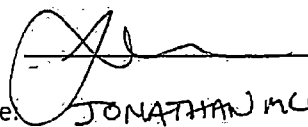
SIGNATURE PAGE

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

SCRIBONE LLC

By: 
Name: Robert Blair
Title: Managing Member

Advisory Neighborhood Commission 3E

By: 
Name: JONATHAN MCHUGH
Title: VICE CHAIRMAN
12/12/2019