

Safeway, Inc.
t/a Safeway
Case no. 50165-02/016P
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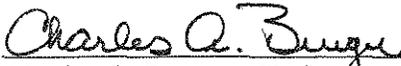
protest, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement

Accordingly, it is this 4th day of May 2005, **ORDERED** that:

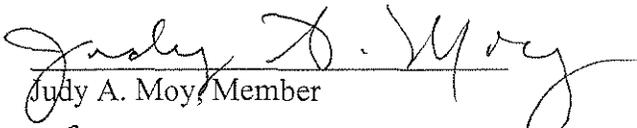
1. The protest of Advisory Neighborhood Commission 1C, is **WITHDRAWN**;
2. The application of Safeway, Inc., t/a Safeway, for a new Retailer's Class "B" License at 1747 Columbia Road, N.W., Washington, D.C., is **GRANTED**;
3. The above-referenced agreement is **INCORPORATED** as part of this Order;
and
4. Copies of this Order shall be sent to the Protestant and the Applicant.

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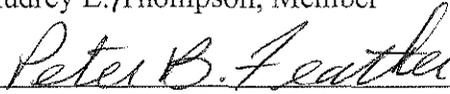
District of Columbia
Alcoholic Beverage Control Board

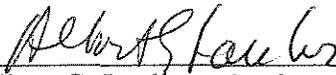

Charles A. Burger, Chairperson

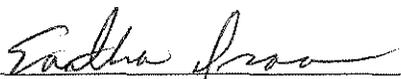

Vera M. Abbott, Member


Judy A. Moy, Member


Audrey E. Thompson, Member


Peter B. Feather, Member


Albert G. Lauber, Member


Eartha Isaac, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), 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, 941 North Capitol Street, N.E., Suite 7200, Washington, D.C. 20002.

Advisory Neighborhood Commission 1C Cooperative Agreement

Pursuant to the provisions of Title 25, Section 446 the parties hereto, Safeway, Inc. (the Applicant) and Advisory Neighborhood Commission 1C, (the ANC); enter into this Voluntary Agreement this 5th day of January 2005.

Whereas, Applicant's application for a Retailer's Class "B" license at its Safeway store location at 1747 Columbia Rd., NW, Washington, D.C. (the premises), ABC Application #25281, ABC License # _____, is now pending before the District of Columbia Alcoholic Beverage Control Board (ABC), and

Whereas, the premises are within the boundaries of ANC1C, and

Whereas, the parties desire to enter into a voluntary agreement governing certain understandings regarding the issue of a Retailer's Class "B" liquor license at the subject premises:

Now Therefore Be It Resolved, the parties agree as follows:

1. Applicant will take action reasonable and necessary to prohibit and prevent loitering and panhandling within 100 feet of the premises by:
 - A) Posting and maintaining "No Loitering, No Panhandling" signs on the premises. These signs will be printed in English and Spanish and will be posted within 30 days after an alcoholic beverage license is issued; and the signs will also request customers not to contribute to panhandlers on the premises. The Applicant will also ask loiterers to "move on" whenever they are observed on the premises.
 - B) Calling the Metropolitan Police Department (MPD) to enforce the "no loitering, no panhandling" policy on or in front or to the side or to the rear of the premises. The Applicant will maintain a log of calls made to MPD.

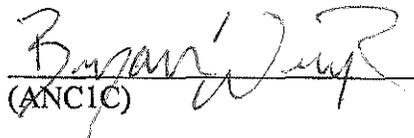
2. The Applicant shall take reasonable measures to ensure that the immediate environs of the establishment, including adjacent alleys, sidewalks, or other public property immediately adjacent to the premises, or other property used by the Applicant to conduct business, are kept free of litter by a daily program of sweeping. The Applicant shall comply with the Litter Control Expansion Amendment Act of 1987 (D.C. Law 7-38).

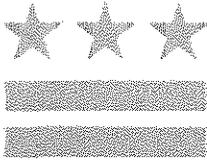
3. The Applicant shall ensure that graffiti is not allowed to remain on any exterior portion of the premises, in particular the back wall of the building. The Applicant will work to have the graffiti removed as quickly as possible, but in no event more than two weeks (14 days) after its first appearance.
4. The Applicant shall ensure, pursuant to D.C. Law, that when it snows or when ice forms, all public sidewalks surrounding the building are cleared of snow from the building to the curb within 24 hours of the ending of the snowfall or formation of the ice.
5. The Applicant agrees to maintain any city flower/tree boxes on the public sidewalk in the front of the premises.
6. The Applicant will maintain human and/or electronic surveillance in its aisles in which beer and wine are displayed.
7. The Applicant will not sell single containers of beer in any size.
8. The Applicant shall not sell any single serving containers of wine under 750 milliliters, unless said wine containers are sold in packages of four or more bottles.
9. The Applicant shall not sell malt liquor in any form; the applicant shall not sell any fortified wines; and the applicant agrees to sell premium and imported beers and wines.
10. In the event that the ANC finds objectionable certain alcohol products that the Applicant begins to sell, the Applicant will make itself available to meet with the ANC for the purpose of discussing the ANC's concern and the possibility of withdrawing such item(s), if (after listening to and discussing the ANC's position) it concurs with the ANC's position on the matter.
11. The Applicant shall post in a conspicuous place where alcoholic beverages are sold in the store, a sign which reads "Warning: Drinking Alcoholic Beverages During Pregnancy Can Cause Birth Defects." This sign will be produced in both Spanish and English.
12. The Applicant will work cooperatively with the neighborhood to promote alcohol abuse programs. The Applicant will place alcohol awareness and anti-drug literature in the beer and wine section of the store and regularly distribute the literature to the youth who reside in the ANC 1C community through the public schools and recreation centers located within its boundaries. The Applicant also agrees to participate at least one youth-oriented program (as identified by ANC 1C) each year addressing alcohol or drug-related issues.

13. The Applicant will cooperate with the ANC in efforts to alleviate alcohol abuse problems, illegal drug activity and loitering by participating in ANC and community meetings as circumstances may warrant. The Applicant shall reasonably cooperate with the ANC to improve the overall environment in and immediately around the premises to make a more pleasant, safe area for residents, customers and businesses.
14. The Applicant agrees not to post advertisements for beer and wine on any windows or doors of the store, or on the exterior of the premises.
15. The Applicant agrees not to post any advertisements or flyers for alcoholic beverages on any public space, including light posts, mailboxes or automobiles in the neighborhood.
16. When making room for the sale of alcoholic beverages, the Applicant agrees that there will be no reduction in the variety of food and non-food items currently available. And Applicant further agrees to maintain a full-range of fresh, frozen and canned food items as well as other domestic products.
17. The Applicant will prohibit the consumption of alcoholic beverages on the premises and its parking lot and take the necessary actions to prevent said consumption.
18. The Applicant shall not directly sell or deliver alcoholic beverages to any person who appears to be intoxicated.
19. The Applicant will prohibit the sale of alcoholic beverages to minors.
20. The Applicant agrees to program its checkout scanners to prompt its clerks to check the identification of any customer purchasing alcoholic beverages although the Applicant shall only demand certain identification from any person seeking to buy alcoholic beverages at its store who appears to be under 30 years of age. Certain identification includes requesting a valid identification document that is officially issued by an agency of a local, state or federal government. That identification document must contain the name, date of birth, signature and photograph of the bearer. In the event a cashier is handed an identification document that the cashier believes to be faked, fraudulent, or stolen, the cashier shall seek out an ABC Manager on duty for further examination of the document. If the ABC Manager concurs with the cashier's belief, the ABC Manager shall take reasonable steps to secure the document and shall contact appropriate law enforcement personnel to deal with the situation.
21. The Applicant will program its checkout scanners to prompt its sales clerks to refuse a sale when a purchase of an alcoholic beverage is attempted outside the hours allowed by law.

22. The Applicant agrees to participate in an ABC Board-approved course in alcoholic beverage sales management and shall not sell alcoholic beverage products at any time when a licensed ABC Manager is not on duty.
23. The Applicant agrees to establish and maintain a training program for all cashiers employed by the Applicant at the time the ABC license is granted, and for all persons (prior to their commencing work) who become employed as cashiers after such time, specifically instructing them as to the prohibitions and requirements in sections 21 through 26 above, as well as any other prohibitions and requirements under the ABC laws and regulations that may apply to their work. In the event a cashier violates any of such prohibitions and requirements, the Applicant shall take appropriate disciplinary action.
24. The Applicant agrees to keep a copy of this agreement available at the store at all times.
25. Nothing in this agreement shall preclude the ANC and the Applicant from amending this agreement with regard to the type of alcoholic beverage products sold.
26. In consideration of and reliance upon the commitments reflected in the above paragraphs, ANC 1C agrees to withdraw its protest and support the Applicant's pending license application.
27. The parties further agree that failure by the Applicant to adhere to the foregoing Cooperative Agreement will constitute grounds for the ANC to petition the ABC Board to issue a Notice of Show Cause as provided in Title 25, Section 447.
28. The parties further agree, that in the event of the sale of this retail grocery store during this license period, that the Applicant will notify the ANC prior to the effective date of the sale and will notify the new owner of the terms of this Cooperative Agreement.


(Safeway) 4/19/2005


(ANCIC) 5/4/2005



Advisory Neighborhood Commission 1C

PO Box 21009, NW, Washington, DC 20009
202-332-2630 • www.anc1c.org

June 17, 2009

Commissioners:

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Vice Chairperson
Mindy Moretti (1C04)

Secretary
Kathie Boettrich (1C08)

Treasurer
J. Michael Logsdon (1C05)

BID Representative
Nancy Shia (1C06)

Stacey Moye (1C01)

Chris Otten (1C02)

Wilson Reynolds (1C07)

Fred Moosally, Interim Director
ABRA
941 North Capitol Street, NE
7th Floor
Washington, D.C. 20001

Dear Interim Director Moosally,

Please accept this letter for clarification on behalf of the Adams Morgan Advisory Neighborhood Commission (ANC1C) with regards to the Voluntary Agreement between the Commission and Safeway (1767 Columbia Road, NW).

1747

The ANC's request for a prohibition on the sales of fortified wines never intended to include wine coolers or "hard lemonade" type drinks.

Moving forward, please include this document for clarification with the establishments Voluntary Agreement so that they may in fact be permitted to sell wine coolers and "hard lemonade"-type products that have an alcohol-content of 14 % or lower.

Thank you for your time and consideration in this matter.

Sincerely,

M. Mindy Moretti
ANC1C Vice Chair
Chair, ABC & Public Safety Committee
202/302-1303
anc1c04@yahoo.com

CC: Craig Muckle, Safeway
Jerry Moore, Venable