

Accordingly, it is this 29th day of June, 2016, **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, except for the following modifications:

Section 4 – The first sentence shall be modified to read as follows: “Signage visible from the exterior of the Premises regarding the availability of alcoholic beverages within the Premises shall be limited to one (1) sign of dimensions not exceeding 1’2” x 3’6,” with letters not exceeding 6.5” in height.”

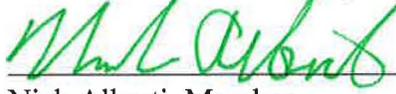
Section 6 – The last sentence shall be removed.

The parties have agreed to these modifications.

2. Copies of this Order shall be sent to the Applicant and ANC 3B.

District of Columbia
Alcoholic Beverage Control Board

Donovan Anderson, Chairperson



Nick Alberti, Member



Mike Silverstein, Member



Ruthanne Miller, Member



James Short, 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

Made this 16th day of June, 2016, by and between RITE AID OF WASHINGTON, D.C., INC. (Applicant) and ADVISORY NEIGHBORHOOD COMMISSION 3B (“ the ANC”).

WITNESSETH

WHEREAS, Applicant has filed an application for a Retailer’s Class A Alcoholic Beverage Control license at 2255 Wisconsin Avenue, N.W. (the “Premises”); and,

WHEREAS, in lieu of protest of said application by the ANC, the parties desire to enter into this Agreement, whereby certain commitments on the part of the Applicant are memorialized;

NOW, THEREFORE, in consideration of the premises above recited and the covenants and conditions set forth below, the parties agree as follows:

1. Applicant may operate a 24-hour, full-service pharmacy at the Premises.
2. Hours of sale of alcoholic beverages at the Premises shall be limited to 9:00 a.m. to 11:00 p.m., daily.
3. Display of alcohol beverages for sale shall be only at locations within the Premises not readily visible from the public sidewalk adjacent to the Premises. Closed circuit television cameras shall be installed to monitor customer activity in beverage display areas. Monitors shall be visible to customers so that they are aware they are being watched and to employees who shall be trained to keep a close eye on customers. Videotape from the monitors shall be captured and saved for 30 days.
4. Signage visible from the exterior of the Premises regarding the availability of alcoholic beverages within the Premises shall be limited to one (1) sign in the form and

size depicted on Exhibit A hereto. Applicant shall not employ the use of neon or flashing lights to illuminate the one (1) sign permitted by this Agreement. There shall be no advertising or promotions of special prices for beer, wine or spirits posted in the windows or visible to the public from the exterior of the Premises at any time. The foregoing restrictions shall be exclusive of: (a) Licensee identification signage required by Alcoholic Beverage Control regulations; and, (b) signage advising of hours of sale of alcoholic beverages.

5. During hours of operation of Applicant's business when sale of alcoholic beverages is not authorized by this Agreement, the Applicant's point of sale (POS) systems shall be programmed so as to preclude such sales. Additionally, during such non-sales hours, the areas within the Premises where spirits and wine are displayed shall be blocked off in such manner as to prevent customer access to the same.

6. Applicant shall not offer sale of beer by the "keg." Applicant shall not offer for sale fortified wines (containing in excess of 15% alcohol by volume). Applicant shall offer spirits only in container sizes greater than ½ pint (i.e., no half-pint or smaller sizes of spirits shall be stocked or sold). Applicant shall not break manufacturers' packaging so as to allow sale of single beers (other than "craft beers").

7. Applicant shall endeavor to receive delivery of inventory (alcoholic beverage or otherwise) at its loading dock on Observatory Lane, N.W. Applicant shall endeavor to direct all delivery vehicles to utilize said loading dock (and not park on Wisconsin Avenue, N.W.). However, the parties recognize that some delivery vehicles may not be able to navigate access to the Observatory Lane, N.W. loading dock. Applicant shall attempt to limit the amount of time such over-sized vehicles spend in the parking lane in front of the store and shall arrange for those over-sized vehicles who must

unload from Wisconsin Avenue to avoid making deliveries during morning and afternoon rush hours. Applicant shall not accept deliveries from vehicles double-parked on Wisconsin Avenue.

8. In its local print and internet advertising specific to the Premises Applicant shall advise of the availability of off-street patron parking accessible from Observatory Lane, N.W.

9. Applicant shall maintain the public sidewalk adjacent to the Premises, including any tree boxes, so that it is reasonably free of litter, snow and ice, as required by the laws of the District of Columbia. Applicant shall maintain scheduled trash removal service and secure the trash in tightly lidded, well-maintained containers. In intervals between scheduled trash pick-ups, Applicant will store excess trash within the building housing the Premises and not allow any trash to sit outside or overflow from trash containers.

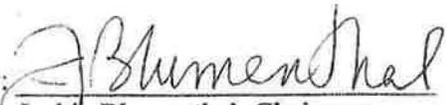
10. The ANC is relying on the foregoing commitments by the Applicant in determining to not protest the pending Class A license application. The parties will submit this Agreement to the District of Columbia Alcoholic Beverage Control Board with their joint request that the terms hereof be incorporated in the Board's order approving the license application. In the event that the ABC Board fails to approve all the terms of this Agreement, this instrument shall be deemed to constitute the protest of the ANC to the pending application on the grounds of peace, order and quiet.

IN WITNESS WHEREOF, the parties have affixed hereunto their hands and seals on the date first above written.

RITE AID OF WASHINGTON, D.C., INC.

By: 
Daniel Pina, Regional Vice President

ADVISORY NEIGHBORHOOD COMMISSION 3B

By: 
Jackie Blumenthal, Chairman

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