

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

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In the Matter of:)	
)	
Safeway, Inc.)	
t/a Safeway)	
)	
Holder of a)	License No. ABRA-002195
Retailer's Class A License)	Order No. 2015-353
)	
at premises)	
415 14 th Street, S.E.)	
Washington, D.C. 20003)	
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Safeway, Inc., t/a Safeway (Licensee)

Kirsten Oldenburg, Chairperson, Advisory Neighborhood Commission (ANC) 6B

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Mike Silverstein, Member
Hector Rodriguez, Member
James Short, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Safeway, Inc., t/a Safeway (Licensee), and ANC 6B have entered into a Settlement Agreement (Agreement), dated April 20, 2015, 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 Chairperson Kirsten Oldenburg, on behalf of ANC 6B, are signatories to the Agreement.

Accordingly, it is this 15th day of July, 2015, **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, except for the following modifications:

Section 2(c) (Nature of the Business) – The following language shall be removed: "...will participate in an ABC Board-approved course in alcoholic beverage sales management."

Section 4 (Signage, Noise, and Privacy) – The following term shall be removed: "prohibit."

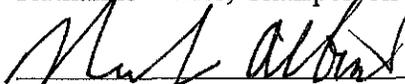
The parties have agreed to these modifications.

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 6B.

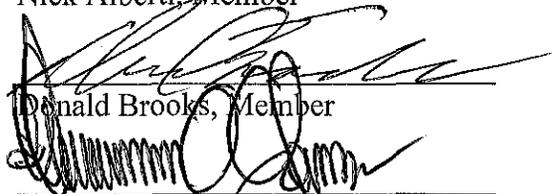
District of Columbia
Alcoholic Beverage Control Board



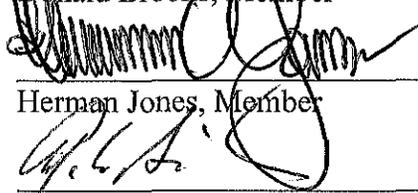
Ruthanne Miller, Chairperson



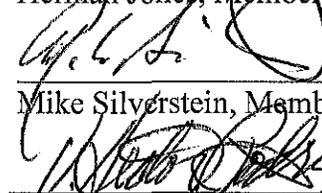
Nick Alberti, Member



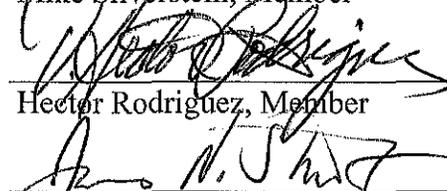
Donald Brooks, Member



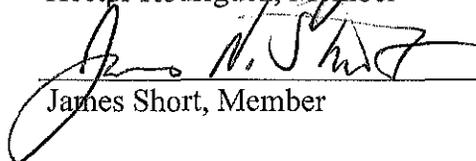
Herman Jones, Member



Mike Silverstein, Member



Hector Rodriguez, Member



James Short, Member

Pursuant to D.C. Official Code § 25-433, 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

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 20th day of April, 2015 by and between Safeway, Inc. t/a Safeway ("Applicant"), and Advisory Neighborhood Commission 6B, (Collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant's application for the renewal of a license for premises, 415 14th Street, SE, Washington, DC, 20003, is now pending before the District of Columbia Alcoholic Beverage Control Board (ABC); and,

WHEREAS, the premises is within the boundaries of the ANC, and,

WHEREAS, the Parties desire to enter into an agreement governing certain understandings regarding the renewal of a Retailer's Class "A" License (ABRA—002195) at the subject premises; and,

WHEREAS, the Parties are desirous of entering into a Settlement Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to promote the peace, order and quiet of the neighborhood. Both parties recognize the importance of business neighborhoods that are safe, clean, and "pedestrian friendly".

NOW, THEREFORE, the parties agree as follows:

1. ***Recitals Incorporated.*** The recitals set forth above are incorporated herein by reference.
2. ***Nature of the Business.*** The Applicant shall manage and operate at the address a business that is regularly used for the sale of groceries, prepared food and alcoholic beverages. The applicant will operate a Retailer's Class "A" license under the following provisions:
 - a. The Applicant will comply with all laws and regulations governing the operations of the establishment;
 - b. The Applicant will not divide a manufacturer's package of more than one container of beer, malt liquor or ale to sell an individual container of the package if the container is less than 70 ounces;
 - c. The Applicant will not sell, give, offer, expose for sale or deliver an individual container, a two-pack or three pack of beer, malt liquor or ale if the container is 70 ounces or less, and will not sell spirits in half-pints or smaller volumes;
 - d. The Applicant will discourage the illegal public consumption of alcohol inside, on the parking lot or around the immediate area and will participate in an ABC

- Board-approved course in alcoholic beverage sales management;
 - e. The Applicant will not sell or provide cups or single servings of ice; and
 - f. The Applicant agrees to post this Settlement Agreement alongside the Applicant's ABC License.
3. **Hours of Operation and Sales.** The Applicant's hours of operation shall be as follows:
The hours of operation of the Establishment are
Sunday through Saturday 7:00 a.m. to 12:00 a.m.
4. **Signage, Noise, and Privacy.** Applicant will strictly comply with D. C. Official Code and will prohibit and prevent loitering, rowdiness, panhandling and criminal activity within 100 feet of the establishment, to the best of its ability by:
- a. Maintaining a "No Loitering / Panhandling" sign on the outside of the establishment;
 - b. Using on-site security personnel to request loiterers to move on whenever they are observed outside of the establishment;
 - c. Calling MPD if illegal activity is observed or to remove loiterers if they refuse Applicant's request to move on;
 - d. Keeping a written record of dates and times when MPD is called for assistance. Applicant's log shall be provided to the Board upon request;
 - e. Posting a notice kept in good repair and visible from point of entry, a sign which states:
 - i. the minimum age requirement for purchase of alcohol; and,
 - ii. the obligation of the patron to produce a valid identification document in order to purchase alcohol;
 - f. Applicant will ensure timely disposal of trash that is the least disruptive to the neighbors by ensuring that:
 - i. Commercial trash pick up will only take place between 7:00 a.m and 7:00 p. m. Applicant shall not allow for its trash to be picked up outside of those hours.
 - ii. No glass be recycled or otherwise disposed after 10 p.m. or before 7 a.m. Any glass material needing to be recycled or otherwise disposed between 10 p.m. and 7 a.m. shall be stored inside the Applicant's establishment until 7 a.m.
5. **Public Space Cleanliness and Maintenance.** Applicant will maintain the parking lot and public space adjacent to the establishment in a clean and litter-free condition by:

- a. Exercising due diligence to prevent and or rid vermin infestation in and around the establishment, including following the recommendations and guidelines of the Vector Control Division of the Department of Public Works.
 - b. Keeping its entire property and the sidewalk (up to and including the curb), tree box(es), 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 assure that refuse and other materials are promptly removed.
 - c. Applicant shall ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and that no garbage is placed on the abutting property or public space. Applicant shall ensure that no trash is placed outside the establishment other than in a fully-closed dumpster or compactor. Applicant shall ensure that the doors and/or lids on all dumpsters or compactors are fully closed at all times. Applicant shall not place trash in its dumpster or compactor in any manner that would prevent the full closure of the dumpster or compactor. Applicant shall ensure that all dumpsters and compactors used are properly maintained and replaced when damaged.
 - d. Applicant shall ensure that all grease is placed in a secure well-maintained container inside the property where possible. Any grease leak shall be cleaned up promptly and all containers shall be properly maintained and replaced when damaged or leaking.
 - e. Removing snow and ice from the parking lot within the time limits set by the District of Columbia.
6. ***Security Cooperation in Stemming Criminal Activity and Public Drinking.*** Applicant agrees that it shall take all reasonable steps to minimize such problems, including, without limitation, providing 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 criminal activity within or about the Premises, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises.
7. ***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.
8. ***Cancellation of Previous Agreements.*** Except as otherwise explicitly provided herein, this Agreement shall have full force effect and shall constitute the agreement between the parties. This agreement may only be modified by written agreement of all the parties or their successors, or otherwise in accordance with law. All other previous Voluntary or Settlement agreements are rendered null and void.

IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.

Applicant:

Safeway, Inc., t/a Safeway
ABRA# 002195
415 14th Street, SE
Washington, DC 20003
Phone: (301) 918-6803
Steven J. Burnham, Division President

Signature: Steven J. Burnham

Date: 4/28/15

Advisory Neighborhood Commission 6B
921 Pennsylvania Avenue, SE
Washington, DC 20003
Kirsten Oldenburg, Chairperson
Phone: (202) 543-3344

Signature: Kirsten Oldenburg

Date: 5-5-15

ANC 6B

Capitol Hill / Southeast

921 Pennsylvania Avenue SE
Washington, DC 20003-2141
office@anc6b.org
202-546-8542

Executive Director
Susan Eads Role

OFFICERS

Chair
Kirsten Oldenburg

Vice-Chair
Brian Flahaven

Secretary
Daniel Chao

Treasurer
Diane Hoskins

Parliamentarian
Denise Krepp

COMMISSIONERS

SMD 1 *Jennifer Samolyk*
SMD 2 *Diane Hoskins*
SMD 3 *James Loots*
SMD 4 *Kirsten Oldenburg*
SMD 5 *Steve Hagedorn*
SMD 6 *Nick Burger*
SMD 7 *Daniel Chao*
SMD 8 *Chander Jayaraman*
SMD 9 *Brian Flahaven*
SMD 10 *Denise Krepp*

April 22, 2015

Ruthanne Miller, Chair
Alcoholic Beverage Control Board
2000 14th Street NW, Suite 400S
Washington, DC 20009

VIA E-MAIL: janea.raines@dc.gov

RE: ABRA-002195, Safeway, 415 14th Street SE, renewal

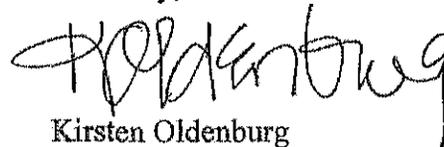
Dear Ms. Miller:

At its regularly called, properly noticed meeting on April 22, 2015, with a quorum present, Advisory Neighborhood Commission 6B (ANC 6B) voted 10-0 to support the above-referenced request.

For your review and approval, please find enclosed a Settlement Amendment, which was executed by both parties.

Please contact Commissioner Chander Jayaraman, ANC 6B's Alcohol Beverage Control Committee Chair, at 202-546-2609 or chander6b08@anc6b.org if you have questions or need further information. Thank you.

Sincerely,



Kirsten Oldenburg
Chair

Enclosure