

BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:

Safeway, Inc.
t/a Safeway

Application for a Retailer's Class
B License (new)
at premises
514 Rhode Island Avenue, N.E.
Washington, D.C.

Case no. 50164-02/038P
2002-252

James D. Berry, Jr. Chairperson, on behalf of Advisory Neighborhood Commission 5C
Solomon Belete, and Robert L. Dennis, Protestants
Jerry Moore, Esquire, on behalf of the Applicant

BEFORE: Roderic L. Woodson, Esquire, Chair
Vera Abbott, Member
Charles Burger, Member
Laurie Collins, Member
Judy Moy, Member
Ellen Opper-Weiner, Esquire, Member
Audrey Thompson, Member

**ORDER ON WITHDRAWN OPPOSITION
AND VOLUNTARY AGREEMENT**

The application, having been protested, came before the Board on February 27, 2002, in accordance with D.C. Official Code Section 25-601 (2000 Edition). James D. Berry, Jr., Chairperson, on behalf of the Advisory Neighborhood Commission 5C, Robert L. Dennis and Solomon Belete filed timely opposition. However, at the roll call hearing the opposition of Robert L. Dennis and Solomon Belete was dismissed by the Board for lack of standing, leaving the Advisory Neighborhood Commission 5C as the sole protestant in this matter.

The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the agreement, dated September 17, 2002, the protestant has agreed to withdraw the opposition, provided, however, the Board's approval of the pending

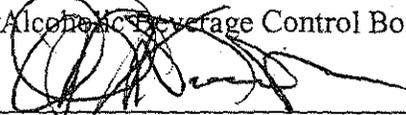
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application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

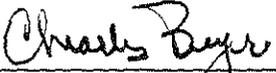
Accordingly, it is this 16th day of October 2002, **ORDERED** that:

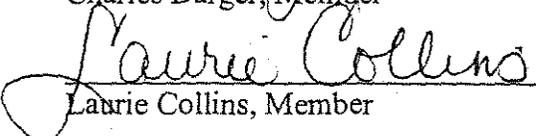
1. The opposition of James D. Berry, Jr., Chair, on behalf of the Advisory Neighborhood Commission 5C, is **WITHDRAWN**;
2. The opposition of Robert L. Dennis and Solomon Belete is **DISMISSED**;
3. The application of Safeway, Inc. t/a Safeway, for a retailer's class B license (new) at 514 Rhode Island Avenue, N.E., Washington, D.C., is **GRANTED**;
4. The above-referenced agreement between the parties, is **INCORPORATED** as part of this Order; and
5. Copies of this Order shall be sent to the Protestants and the Applicant.

District of Columbia
Alcoholic Beverage Control Board

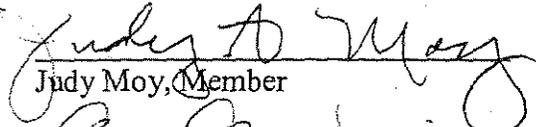

Roderic L. Woodson, Esquire, Chair

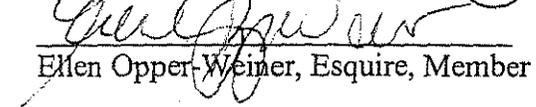

Vera Abbott, Member


Charles Burger, Member


Laurie Collins, Member

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Judy Moy, Member


Ellen Opper-Weiner, Esquire, Member

50164

GOVERNMENT OF THE DISTRICT OF COLUMBIA
ADVISORY NEIGHBORHOOD COMMISSION 5C
680 RHODE ISLAND AVENUE, N.E., SUITE H-4
WASHINGTON, D.C. 20002

TELEPHONE: 932-1965/1966 - fax: 832-1969
www.anc5c.org

COOPERATIVE AGREEMENT

Pursuant to the provisions of 23 D.C.M.R. §1513 the parties hereto, Safeway, Inc. (the "Applicant") and Advisory Neighborhood Commission 5C, (the "ANC"), enter into this Voluntary Agreement this 17th day of September, 2002.

WITNESSETH

WHEREAS, Applicant's application for a Retailers' Class "B" license at its Safeway store location at 514-C Rhode Island Avenue, N.E., Washington, D.C. (the "premises"), ABC Application No. 50164, is now pending before the District of Columbia Alcoholic Beverage Control Board (ABC); and,

WHEREAS, the premises is within the boundaries of ANC 5C; and,

WHEREAS, the parties desire to enter into a voluntary agreement governing certain understandings regarding the issue of a Retailers' Class "B" liquor license at the subject premises;

NOW, THEREFORE, 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 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 or in the parking lot area that is immediately adjacent to the premises; and,

- B. Calling the Metropolitan Police Department to enforce the "no loitering, no panhandling" policy on the premises. The Applicant will maintain a log of calls made to the Metropolitan Police Department.
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 its business, are kept free of litter. The Applicant shall comply with the Litter Control Expansion Amendment Act of 1987 (D.C. Law 7-38).
 3. The Applicant will maintain human and/or electronic surveillance in its aisles in which beer and wine are displayed.
 4. The Applicant will not sell single containers of beer in any size.
 5. 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 English and Spanish.
 6. The Applicant will work cooperatively with the ANC 5C to create anti-drug and anti-alcohol abuse literature for distribution to residents, particularly youth, in its service area. The Applicant will pay for the design, production, and dissemination of the alcohol awareness and anti-drug abuse literature. The Applicant will place this literature in the store and regularly distribute it to the youth who reside in the ANC 5C community through the public schools, recreation centers, and public libraries located within its

boundaries. The Applicant also agrees to participate in at least one youth-oriented program (as identified by the ANC 5C) each year addressing alcohol or drug-related issues.

7. 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.
8. The Applicant agrees to work with the ANC to identify high quality food and grocery items and other products that customers will wish to purchase.
9. The Applicant will prohibit the consumption of alcoholic beverages on the premises and its parking lot.
10. The Applicant will prohibit the sale of alcoholic beverages to minors.
11. The Applicant shall not directly sell or deliver alcoholic beverages to any person who appears to be intoxicated.
12. The Applicant will 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 which 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.
13. The Applicant agrees not to post advertisements for beer and wine on any windows or doors of the store, as well as on the exterior of the premises.

14. 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.
15. The Applicant agrees to sell premium and imported beers, and wines suited for fine dining.
16. In the event that the ANC finds wholly objectionable certain alcohol products that the Applicant begins to sell, the Applicant will make itself available to meet with the Chairperson and his/her designated representatives 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.
17. The Applicant will program its check-out scanners to prompt its sales clerks to refuse a sale when a purchase of an alcoholic beverage is attempted outside of the hours allowed by law.
18. The Applicant agrees to participate in an ABC Board-approved course in alcoholic beverage sales management.
19. In consideration of and reliance upon the commitments reflected in the above paragraphs, the ANC 5C will support the Applicant's pending license application.
20. 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 at 23 D.C.M.R. § 1513.5.
21. The parties further agree, that in the event of a 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.

IN WITNESS WHEREOF, the parties have affixed hereto their hands and seals.

APPLICANT:
Safeway, Inc.

ADVISORY NEIGHBORHOOD
COMMISSION 5C

By: Karl Schum

By: James O. Berry, Jr.

Its: Division President

Its: Chairman