

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

In the Matter of:)	
)	
Rock Creek Market, LLC)	License Number: 83203
t/a Rock Creek Market)	ORDER NUMBER: 2009-270
)	
Application for Reinstatement)	
of a Class B License)	
at premises)	
646 Rock Creek Church Rd, N.W.)	
Washington, D.C. 20010)	

Rock Creek Market, LLC, t/a Rock Creek Market, Applicant

Cliff Valenti, Chair, Advisory Neighborhood Commission 1A (ANC 1A)

BEFORE: Charles Brodsky, Acting Chairperson
Mital M. Gandhi, Member
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member

ORDER ON VOLUNTARY AGREEMENT

The official records of the Alcoholic Control Board (Board) reflect that Rock Creek Market, LLC t/a Rock Creek Market, Applicant for Reinstatement of a Retailer's Class B License located at 646 Rock Creek Church Road, N.W., Washington D.C., and Cliff Valenti, Chair, ANC 1A (collectively, the "Parties"), have entered into a Voluntary Agreement (Agreement) dated November 11, 2009, setting forth the terms and conditions that govern the operation of the Applicant's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant, Chairperson Valenti, and Lenwood O. Johnson (Secretary, ANC 1A) are signatories to the Agreement.

Rock Creek Market, LLC
t/a Rock Creek Market
License No: 83203
Page 2

Accordingly, it is this 2nd day of December 2009, **ORDERED** that:

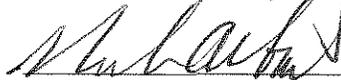
1. The Application filed by Rock Creek Market, LLC, t/a Rock Creek Market, for Reinstatement of a Retailer's Class B license located at Rock Creek Church Road, N.W., Washington D.C., is **GRANTED**;
2. This above-referenced Voluntary Agreement submitted by the Parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
3. Copies of this Order shall be sent to the Applicant and ANC 1A.

District of Columbia
Alcoholic Beverage Control Board

Charles Brodsky, Acting Chairperson



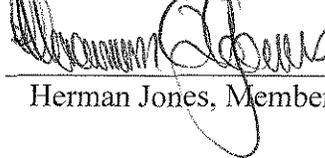
Mital M. Gandhi, Member



Nick Alberti, Member



Donald Brooks, Member



Herman Jones, 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.

COOPERATIVE AGREEMENT

THIS AGREEMENT made and entered into this 11th day of November, 2009 by and between Rock Creek Market, LLC (hereinafter the "Applicant") and The Neighborhood Advisory Commission 1A ("ANC 1A")

WHEREAS, Applicant has filed an application with the District of Columbia Alcohol Beverage Control Board (hereinafter "ABC Board") for reinstatement of a class "B" license for the grocery store premises located at 646 Rock Creek Church Road (the "Grocery"); ABC Board license no. ABRA-083203.

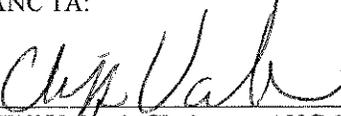
WHEREAS, in recognition of the ABC Board's policy of encouraging parties to address neighborhood concerns by negotiating agreements, the parties hereto being desirous of entering into an agreement whereby Applicant will agree to adopt certain measures to address the ANC 1A's concerns and ANC 1A will agree to support the instatement of the ABC License.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings memorialized herein, the parties agree as follows:

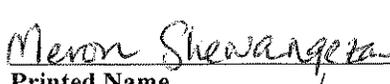
1. **Compliance:** The Licensee will comply with all the laws and regulations governing the operation of a Retailer's Class B license by which this cooperative agreement applies, as applied for and approved by the District of Columbia in the name of the Licensee
2. **Sales:**
 - a. The Licensee will not knowingly sell alcoholic beverages to an intoxicated person.
 - b. The Licensee will take all reasonable precautions to avoid the sales of alcoholic beverages in any form to anyone accompanying a person who has been denied service, if it appears that an attempt is being made to buy alcohol for that person who has been denied.
 - c. The Licensee will contact the Metropolitan Police Department and report any and all unlawful activity conducted inside or observed outside of the property used by the Licensee for business.
 - d. The Licensee will keep windows clear of advertisements for alcoholic beverages.
 - e. The Licensee will not sell single cans or bottles under 20 ounces.
3. **Hours of Operation:** In order to keep the peace and quiet of the surrounding neighborhood, thereby making the store appropriate for the neighborhood, the Applicant will not sell alcoholic beverages before 9:00 am or after 10:00 pm daily.
4. **Consumption:** Alcohol consumption will not be done anywhere on premises, and the Licensee will report intoxicated persons, or persons drinking alcohol within the immediate vicinity of the location to the Metropolitan Police Department.
5. **Trash Removal:** Applicant will maintain regular trash/garbage removal (days to be decided by owner and business necessity) from the trash and dumpster area and see that those areas are regularly kept clean. The Applicant shall enclose the dumpsters and keep dumpster lids tightly closed and incapable of being entered by rodents, in order to limit odors and help control pest and rodent population. Applicant will conduct regular rodent and pest (insect) abatement.
6. **Litter and Debris Removal:** Applicant will maintain free of trash and litter the public space and streets to a minimum distance of 18 feet from the curb, adjacent to the front of the Grocery in compliance with applicable D.C. regulations in this respect, as often as needed.
7. **Ingress and Egress:** No patron shall be allowed to ingress or egress at any location except at the designated building's entrance.
8. **Community Participation:** Owners and/or managers are required to attend at least one ANC 1A or SMD 1A08 meeting per year.
9. **Employment Practices:** Applicant will make its best effort to recruit, hire, and maintain employees from the Columbia Heights, Park View, and Pleasant Plains neighborhood and adjacent areas.
10. **Right to Protest:** The parties agree that if reasonable discussion of violations are not resolved, after notice to the Applicant, then any failure of the Applicant to adhere to the foregoing commitments would constitute a breach of this agreement and grounds for the ANC 1A to petition the Board for issuance of an order to Show Cause, as provided by the D.C. Regulations.

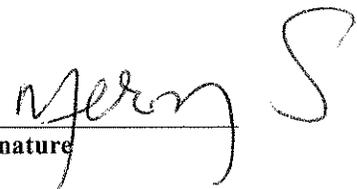
IN WITNESS WHEREOF, the Parties place their signatures to this agreement, this 11th day of November, 2009.

ANC 1A:


Cliff Valenti, Chairman ANC 1A

Applicant:


Meron Sheewanger
Printed Name


Signature