

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

In the Matter of:	)	
	)	
Safeway, Inc.	)	
t/a Safeway	)	
	)	
Holder of a	)	License No. ABRA-075687
Retailer's Class B License	)	Order No. 2014-267
	)	
at premises	)	
1855 Wisconsin Avenue, N.W.	)	
Washington, D.C. 20007	)	

Safeway, Inc., t/a Safeway (Licensee)

Ron Lewis, Chairperson, Advisory Neighborhood Commission (ANC) 2E

Paula H. Moore, President, Citizens Association of Georgetown (CAG)

Mike McDonald, on behalf of D.C. Residents Associated with the Jelleff Site

**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), ANC 2E, CAG, and D.C. Residents Associated with the Jelleff Site have entered into a Settlement Agreement (Agreement), dated June 24, 2014, 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; Chairperson Ron Lewis, on behalf of ANC 2E; Paula

H. Moore, on behalf of CAG; and Mike McDonald, on behalf of D.C. Residents Associated with the Jelleff Site, are signatories to the Agreement.

Accordingly, it is this 25th day of June, 2014, **ORDERED** that:

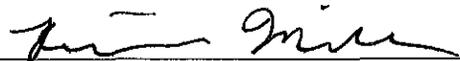
1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

Section 9 – This Section shall be modified to read as follows: “**Complaint Procedure for Noncompliance**. The parties further agree that failure by Safeway to adhere to the foregoing terms will constitute grounds for the protestants to file a complaint with the ABC Board pursuant to § 25-447(a), which will be thoroughly investigated by ABRA's Enforcement Division.”

The parties have agreed to this modification.

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, ANC 2E, CAG, and Mike McDonald, on behalf of D.C. Residents Associated with the Jelleff Site.

District of Columbia  
Alcoholic Beverage Control Board

  
Ruthanne Miller, Chairperson

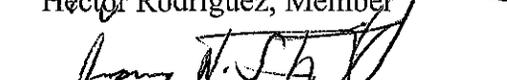
  
Nick Alberti, Member

  
Donald Brooks, Member

  
Herman Jones, Member

  
Mike Silverstein, Member

  
Hector Rodriguez, Member

  
James Short, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), any Party adversely affected by this Order may file a Motion for Reconsideration within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14<sup>th</sup> Street, N.W., Suite 400S, Washington, D.C. 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, 500 Indiana Avenue, N.W., Washington, D.C. 20001. However, the timely filing of a Motion for Reconsideration pursuant to D.C. Official Code § 25-433, 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).

**(Second) Amended Cooperative Agreement Concerning License For Sale of Beer  
and Wine**

ALCOHOLIC BEVERAGE  
REGULATION ADMIN

This Agreement, made and entered into this 24<sup>th</sup> day of June 2011 by and between Safeway Inc. ("Safeway"), and Advisory Neighborhood Commission 2E (ANC 2E), the Citizens Association of Georgetown (CAG), and DC Residents associated with the Jelleff site, hereinafter the parties.

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Whereas, Safeway was granted License No. 75687, a Retailer's Class "B" license at its Safeway store location at 1855 Wisconsin Avenue, NW, Washington, D.C. (the premises).

Whereas, this license was conditioned upon the terms of certain Cooperative Agreements dated January 2, 2007 and April 13, 2010 (as amended), and

Whereas, the premises are within the boundaries of ANC 2E and of CAG, and

Whereas, the individuals who are party to this (Second) Amended Agreement are residents of the District of Columbia and associated with the Jelleff site who have an abiding interest in aiding and supporting programs and operations at the facility formerly known as the Jelleff Boys & Girls Club.

Whereas, the parties desire to amend the terms of the Amended Cooperative Agreement concerning the sale of beer and wine and the operations of a Retailer's Class "B" license at the subject premises:

Now Therefore Be It Resolved, the parties agree that the aforesaid Cooperative Agreements dated January 2, 2007 and April 13, 2010 shall, subject to Application by Safeway that conforms to the conditions described below, and the approval of the DC Alcoholic Beverage Control Board, be revoked and simultaneously replaced as follows:"

**1. Hours of Operation.**

Hours for sale and delivery of Beer & Wine shall be 7:00 a.m. to 10:00 p.m., seven days a week.

**2. Products.**

- a.) Safeway shall not sell single containers of beer, cases of more than 12 bottles or cans of beer, or kegs of beer. All of the items above shall be sold in manufacturer's original packaging.
- b.) Safeway shall not sell any single serving containers of wine under 750 milliliters.
- c.) Safeway shall not sell the following: flavored malt beverages (FMBs); malt liquor; fortified wines; wine coolers.
- d.) In addition to its domestic products, Safeway agrees to sell premium and imported beers and wines.
- e.) In the event that one or more of the parties find objectionable certain beer and wine products that Safeway begins to sell, Safeway will make itself available to meet with the

parties for the purpose of discussing their concerns and the possibility of withdrawing such item(s).

ALCOHOLIC BEVERAGE  
REGULATION ADMIN

2014 JUN 24 P 3:18

### **3. Operations: Sales and Delivery**

- a.) Safeway shall prevent the sale of alcoholic beverages to minors.
- b.) Safeway shall not sell alcoholic beverages to any person who appears to be intoxicated.
- c.) Safeway shall prevent the consumption of alcoholic beverages on the premises and take necessary actions to prevent said consumption, except in the case of "tastings" operated by Safeway under a tasting permit.
- d.) Safeway, upon the granting of a tasting permit from the Board, shall train employees carrying out tastings to ascertain that only persons age 21 or over are served. A Safeway ABC manager will be present at all tasting events to verify that the tasting customer is at least 21 years of age.
- e.) For Safeway's home and business deliveries, verification that purchaser is at least 21 years of shall be required at delivery site for delivery of alcoholic beverages. Two forms of identification shall be required from all delivery recipients who appear to be less than 30 years of age.

ABRA

### **4. Signage/Advertising/Product Layout.**

- a.) Safeway shall post warning signs regarding the dangers of alcohol consumption during pregnancy, as required by Section 25-712 of the D.C. Code, conspicuously in the beer and wine section(s).
- b.) Safeway agrees not to post advertisements for beer and wine on any windows or doors of the store, or on the exterior of the premises.
- c.) Safeway agrees not to post any advertisements or flyers for alcoholic beverages in its parking lot or on any public space.
- d.) Safeway shall maintain human and electronic surveillance in the aisle where beer and wine are displayed to deter theft and in-store consumption.
- e.) Safeway shall maintain its alcoholic beverage inventory during non-sale hours in accordance with 23 DCMR §706.1. Additionally, by sign or notice, Safeway shall inform customers of the hours of sale for beer and wine in the aisle where it is stocked.
- f.) All sales of beer and wine shall be made from a beer and wine sales area of up to 2,500 square feet, except for (i) tastings operated under a tasting permit, and (ii) small promotional displays of wine suggested for pairing with meat, seafood, poultry or cheese products. The beer and wine sales area shall be secured during times when beer and wine are not permitted to be sold so that customers cannot gain access to the area.
- g.) All promotional and "tasting" beer and wine displays and products shall be restricted to the beer and wine sales area during times when beer and wine are not permitted to be sold.
- h.) Safeway will take reasonable actions to prevent loitering on the premises by:
  - 1.) Posting and maintaining "No Loitering," signs on the premises. Safeway will also ask loiterers to "move on" whenever they are observed on the premises.
  - 2.) Calling the Metropolitan Police Department (MPD) to enforce the "no loitering" policy.

**5. Check-out/Scanners/Employee Responsibility/ABC Managers.**

- a.) Safeway shall program checkout scanners to prompt cashiers or management personnel to check the identification of any person seeking to purchase alcoholic beverages who appears to be 30 years of age or less. Such persons must produce a valid identification document issued by an agency of local, state or federal government. Such document must contain the name, date of birth, signature and photograph of the bearer. Cashiers may request the customer to produce a second form of identification. Additionally, Safeway shall post signs at each register advising patrons that 2 forms of identification may be required for the purchase of alcoholic beverages.
- b.) If a cashier is offered an identification document that he/she believes to be fake, fraudulent, or a misrepresentation of the holders true identity, cashier shall call the ABC Manager on duty for a determination of its validity.
- c.) Safeway shall decline the sale of any alcoholic beverage to any person who it believes to be a minor who cannot otherwise reasonably establish eligibility to purchase alcoholic beverages.
- d.) Safeway shall 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 for sale contained in this agreement.
- e.) Safeway 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.
- f) Safeway agrees that there shall be at least one ABC licensed manager on duty during the hours of sale of alcoholic beverages contained in this Agreement. Additionally, Safeway agrees that all Safeway Store Managers, Safeway Assistant Store Managers and any other Safeway store employee who can assume responsibility for this store, at any time, shall seek to be certified as ABC managers within thirty (30) days of assuming the position.
- g) Safeway agrees to establish and maintain an alcohol awareness training program, (or to arrange for its employees to attend such a program administered by others) for all appropriate staff, including Store managers, other supervisory personnel, and cashiers. In the event an employee fails to abide by said program, Safeway shall take appropriate disciplinary action.

**6.) Litter.**

Safeway shall take reasonable measures to ensure that the immediate environs of the establishment, including its parking lot, sidewalks, and other property used by Safeway to conduct business, are kept free of litter. Safeway shall comply with the Litter Control Expansion Amendment Act of 1987 (D.C. Law 7-38). Further, Safeway shall take reasonable measures to ensure that the adjacent Jelleff site is not negatively affected by litter from the ABC-licensed premises.

**7.) Neighborhood Cooperation.**

Safeway will cooperate with ANC 2E and with CAG and the Burleith Citizens Association (BCA) in their efforts to alleviate alcohol abuse problems, illegal drug

activity and loitering by participating in community meetings as circumstances may warrant. Safeway shall reasonably cooperate with ANC 2E and with CAG and BCA to improve the overall environment in and immediately around the premises to make a more pleasant, safe area for residents, customers and businesses.

**8.) Availability of Cooperative Agreement.**

Safeway agrees to keep a copy of this (Second) Amended Agreement available at the store, and to familiarize the employees who will be handling and selling alcohol products with its provisions. A floor plan that illustrates the beer and wine sales area shall be attached to and incorporated in this (Second) Amended Agreement.

**9.) Show Cause Provision.**

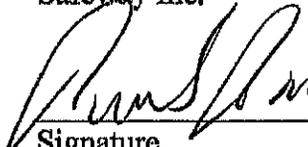
The parties further agree that failure by Safeway to adhere to the foregoing terms will constitute grounds for the protestants to petition the ABC Board to issue a Notice of Show Cause as provided in Title 25, Section 447.

**10.) Notification of Sale Provision.**

The parties further agree, that in the event of the sale of this retail grocery store Safeway will notify the parties prior to the effective date of the sale and will notify the new owner of the terms of this Cooperative Agreement (as amended).

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

Safeway Inc.

 6/24/14  
Signature Date

BRIAN S. BAER  
By: Print name & title above

Advisory Neighborhood  
Commission 2E (ANC 2E)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
By: Print name & title above

Citizens Association of Georgetown  
(CAG)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
By: Print name & title above

D.C. Residents, associated  
with the Jelleff site:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

Safeway Inc.

\_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
By: Print name & title above

Advisory Neighborhood  
Commission 2E (ANC 2E)

*Ron Lewis*      *6/18/14*  
\_\_\_\_\_  
Signature                      Date

*Ron Lewis, Chair, ANC 2E*  
\_\_\_\_\_  
By: Print name & title above

Citizens Association of Georgetown  
(CAG)

\_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
By: Print name & title above

D.C. Residents, associated  
with the Jelleff site:

*Mike McRae*  
\_\_\_\_\_  
Date  
*6/9/14*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

Safeway Inc.

Advisory Neighborhood  
Commission 2E (ANC 2E)

\_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
By: Print name & title above

\_\_\_\_\_  
By: Print name & title above

Citizens Association of Georgetown  
(CAG)

*Paula H. Moore*      6-20-2014  
\_\_\_\_\_  
Signature                      Date

*Paula H. Moore, PRESIDENT*  
\_\_\_\_\_  
By: Print name & title above

D.C. Residents, associated  
with the Jelleff site:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

Safeway Inc.

Advisory Neighborhood  
Commission 2E (ANC 2E)

\_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
By: Print name & title above

\_\_\_\_\_  
By: Print name & title above

Citizens Association of Georgetown  
(CAG)

\_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
By: Print name & title above

D.C. Residents, associated  
with the Jelleff site:

*Mike McDonald* 6/24/14  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date