

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE AND CANNABIS BOARD**

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|------------------------------|---|--------------------------|
| In the Matter of: |) | |
| |) | |
| NAI Saturn Eastern, LLC |) | |
| t/a Safeway |) | |
| |) | Case No.: 23-PRO-00099 |
| Applicant for a Renewal of a |) | License No.: ABRA-097697 |
| Retailer's Class B License |) | Order No.: 2024-092 |
| |) | |
| at premises |) | |
| 1100 4th Street, SW |) | |
| Washington, D.C. 20024 |) | |
| |) | |

NAI Saturn Eastern, LLC, t/a Safeway, Applicant

Fredrica Kramer and Andrea Pawley, Commissioners, on behalf of Advisory Neighborhood Commission (ANC) 6D, Protestant

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Silas Grant, Jr., Member

**ORDER ON AMENDMENT TO SETTLEMENT AGREEMENT AND
WITHDRAWAL OF ANC 6D' PROTEST**

The Application filed by NAI Saturn Eastern, LLC, t/a Safeway (Applicant), for Renewal of its Retailer's Class B License, having been protested, came before the Alcoholic Beverage and Cannabis Board (Board) for a Roll Call Hearing on December 26, 2023, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 6D entered into a Settlement Agreement (Agreement), dated December 14, 2009, that governs the operations of the Applicant's establishment. This matter comes now before the Board to consider the Parties' Amendment to Settlement Agreement (Amendment), dated February 27, 2024, in accordance with D.C. Official Code § 25-446 (2001).

The Amendment has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Commissioners Fredrica Kramer and Andrea Pawley, on behalf of ANC 6D, are signatories to the Amendment.

The Amendment constitutes a withdrawal of the Protest filed by ANC 6D of this Application.

Accordingly, it is this 28th day of February 2024, **ORDERED** that:

1. The Application filed by NAI Saturn Eastern, LLC, t/a Safeway, for renewal of its Retailer's Class B License, located at 1100 4th Street, SW, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 6D in this matter is hereby **WITHDRAWN**;
3. The above-referenced Amendment to Settlement Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
4. All terms and conditions of the original Settlement Agreement not amended by the Amendment, shall remain in full force and effect; and
5. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage and Cannabis Board

eSigned via SeamblesDoc.com
Donovan Anderson
Key: ac43cb08c66d5f09e4b730003d1dccc8

Donovan Anderson, Chairperson

eSigned via SeamblesDoc.com
James Short
Key: 547ae373f520d66ac8d1b332dd2948ec

James Short, Member



Silas Grant, Jr., 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 and Cannabis 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).

AMENDMENT TO VOLUNTARY SETTLEMENT AGREEMENT

This Amendment to Voluntary Settlement Agreement (“Agreement”) is made on this __27th__ day of __February_____, 2024 by and between NAI Saturn Eastern, LLC d/b/a Safeway (the “Applicant”) and Advisory Neighborhood Commission 6D (the “Protestant”) (together the “Parties”).

WITNESSETH:

WHEREAS Safeway, Inc. (predecessor in interest to the Applicant) and the Protestant entered into a Voluntary Agreement on December 14, 2009 (herein referred to as the “Voluntary Agreement,” attached here as Exhibit A) with respect to the Applicant’s application for a Retailer’s Class B License (the “License”) for a full-service grocery store business establishment that sells food and alcoholic beverages for consumption off the premises located at 1100 4th Street S.W., Washington, D.C. (“Premises”).

WHEREAS the Applicant seeks to renew the License (License No. 097697) and filed a timely renewal application, which the Alcohol Beverage and Cannabis Association (“ABCA”) Board approved and which License renewal was issued on October 4, 2023.

WHEREAS the Protestant filed a timely protest (the “Protest”) of the License renewal and whereas a protest hearing has been scheduled on said Protest.

WHEREAS the Parties have reached an agreement and now wish to resolve the Protest and amend the Voluntary Agreement to reflect the Parties’ agreement.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the Parties agree as follows:

1. ***Recitals incorporated.*** The recitals set forth above are incorporated herein by reference.
2. ***Amendment to Section 10 - Security Cooperation in Stemming Sale of Alcoholic Beverages, Availability of Illegal Drugs and Public Drinking.*** Section 10 of the Voluntary Agreement is herein restated and amended as follows:
 - a. Section 10(c) is hereby deleted and replaced as follows: c.
 - i. Applicant shall abide by all current statutes applicable to it as a merchant and/or retailer. Applicant shall, to the extent permissible by law and its lease, maintain inside and outside cameras which record and store activity for a 30-day period. Applicant shall ensure that security footage is preserved beyond 30 days upon notice of an incident and available upon the request of ABCA or the Metropolitan Police

Department (MPD), subject to legal authorization through a subpoena or other processes authorized under D.C. law.

- ii. In order to address an increase in security issues at the Premises, the Applicant has implemented additional security measures and other programs. These new security measures include:
 - a. Third Party Guard Resources with four-guards minimum during opening hours at the Premises. This provision expires December 31, 2026
 - i. Applicant shall hire guards from third party firms that train guards on issues such as Applicant's shoplifting deterrence policies, public/human relations and communications, access control, patrol techniques, fire protection, and emergency response and include in its guard post orders information on when to contact police or other emergency services.
 - b. Aesthetically pleasing, higher end security gating to help control ingress and egress into the Premises. Applicant shall regularly maintain entry and exit gates to the Safeway store and make any necessary repairs. This provision expires December 31, 2025.
 - c. Installed receipt scanners to ensure customers are receiving the correct items they purchased. This provision expires December 31, 2025.
 - d. Live view camera deployment to increase oversight to deter outside loitering and crime, as well as to make video available for the D.C. Metropolitan Police Department per 10.c.(i). This provision expires December 31, 2025 or upon the landlord's revocation of permission for this equipment, whichever is sooner.
 - e. Notwithstanding the foregoing, Applicant may choose to extend each of these additional security measures beyond the applicable expiration dates.

iii.

Noise Control

- a. Any security devices shall comply with the District of Columbia Noise Control Act per paragraph 7.

iv. Loitering

- a. The Applicant shall, to the full extent permissible by law and its lease with the landlord, discourage loitering in and around the Premises, including inside the vestibules, and shall post signs to that effect.

- b. The Applicant will update signage and cooperate with the landlord, which controls the space outside of Safeway's store, and its property manager to discourage loitering.
 - v. Barring Notices
 - a. Applicant will remain familiar with the Metropolitan Police Department's "barring notice" process used for shoplifters, disorderly people and/or intoxicated persons who need to be barred from the Premises.
 - b. Applicant will cooperate with its landlord and with the Commander of First District, MPD or a designee to ensure that loiterers are barred from the Premises and the area surrounding the Premises.
- 3. ***Amendment to Section 13 – Notice and Opportunity to Cure.*** Section 13 to the Voluntary Agreement is hereby amended to change the point of contact for notice to the Applicant to the following:

Amy Burke
Vice President, Field Operations & Employment Law
Albertsons Companies
508-313-3604 Cell:
617.435.8277
amy.burke@albertsons.com

- 4. ***Withdrawal of Protest.*** Upon execution of this Agreement by the Parties and its acceptance by the ABCA Board, Protestant shall withdraw the Protest.

[signatures on following pages]

APPLICANT:

NAI Saturn Eastern, LLC d/b/a Safeway

By: Tom Lofland

Title:

Date:

PROTESTANT:

ANC 6D Chair:

Fredrica Kramer

Fredrica Kramer

Date: 2/27/24

ANC 6D04 Commissioner:

Andrea Pawley

Andrea Pawley

Date:

2/26/2024