

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

In the Matter of:

Nai Saturn Eastern, LLC

t/a Safeway

Holder of a

Retailer's Class A License

at premises

415 14th Street, SE

Washington, D.C. 20003

License No.: ABRA-097707

Order No.: 2020-290

Nai Saturn Eastern, LLC, t/a Safeway, Licensee

Brian Ready, Chairperson, Advisory Neighborhood Commission (ANC) 6B

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Bobby Cato, Member
Rema Wahabzadah, Member
Rafi Crockett, Member
Jeni Hansen, Member
Edward S. Grandis, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Nai Saturn Eastern, LLC, t/a Safeway (Licensee), and ANC 6B have entered into a Settlement Agreement (Agreement), dated September 8, 2020, 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 Brian Ready, on behalf of ANC 6B, are signatories to the Agreement.

Accordingly, it is this 23rd day of September, 2020, **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;
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

eSigned via SeamllessDocs.com
Donovan Anderson
Key: ac43620b2991501044b730003d1dccc8

Donovan Anderson, Chairperson

eSigned via SeamllessDocs.com
James Short
Key: 547a373d20de6ac8d1b372032940ec

James Short, Member

eSigned via SeamllessDocs.com
Bobby Cato
Key: 256d3fca8fba146d7f4b75cd7917d30d

Bobby Cato, Member

eSigned via SeamllessDocs.com
Rema Wahabzadah, Member
Key: bf2ca46b59db74099b16b35b738f16cf

Rema Wahabzadah, Member

eSigned via SeamllessDocs.com
Rafi Aliya Crockett, Member
Key: b56b9d1845e1f8e401d155a5c12ff1cc

Rafi Crockett, Member

eSigned via SeamllessDocs.com
Jeni Hansen, Member
Key: 82172931f56c9447491b56f5c2a4189d

Jeni Hansen, Member

eSigned via SeamllessDocs.com
Edward Grandis, Member
Key: 5027bda7f0f0040ec14adab52541ce5

Edward S. Grandis, 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 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 St NW, 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 BY AND BETWEEN
ADVISORY NEIGHBORHOOD COMMISSION 6B
and
NAI Saturn Eastern, LLC, t/a Safeway

Pursuant to this Settlement Agreement, (“Agreement”), by and between NAI Saturn Eastern, LLC, t/a Safeway (“Applicant”) and Advisory Neighborhood Commission 6B (“ANC6B”), effective as of the date of its adoption by ANC6B, the parties hereto hereby agree to be legally bound by the terms and conditions of this Settlement Agreement (SA) as it relates to the operation of Applicant’s business located at 415 14th Street, SE Washington, DC 20003 (“Premises”).

WHEREAS, Applicant has applied before the District of Columbia Alcoholic Beverage Regulatory Administration (“ABRA”) to effect, and is seeking its approval of, a renewal of its Retailers’ Class “A” Retail -- Liquor Store License (ABRA-097707) (“License”); and,

WHEREAS, Applicant and ANC6B are desirous of voluntarily entering into and mutually memorialize in this SA the terms and conditions upon which ANC6B has agreed to support Applicant's License, pursuant to the provisions of D.C. Code § 25-446, for the operation and maintenance of Applicant’s business at the Premises in such a manner as to further promote the peace, order and quiet of the neighborhood as well as maintain security and sanitation of the alley immediately behind the Premises; and,

WHEREAS, this is intended to replace in its entirety any and all previously existing Agreement between the Parties, and all such previous agreements are hereby declared superseded, null and void and of no further effect.

NOW, THEREFORE, Applicant and ANC 6B agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Nature of the Business. Applicant will manage and operate a full-service grocer that is regularly used for the sale of fresh fruits and vegetables, prepared foods, canned groceries, and alcoholic beverages.
3. Hours of Operation and Sales. Applicant’s hours of operation and alcoholic beverage sales may be changed from time to time at the Applicant's discretion, or as may be otherwise permitted by its License, but in no event shall exceed or extend beyond the following:

Applicant’s Hours of Operation shall be as follows:

Sunday through Saturday: 5:00 a.m. – 12:00 Midnight

Applicant's Hours of Sale of alcohol shall be as follows:

Sunday through Thursday 7:00 a.m. – 10:00 p.m.

Friday and Saturday: 7:00 a.m. – 11:00 p.m.

Provided, however, that (1) on days designated by the DC ABC Board as “extended Hours for ABC Establishments,” Applicant may sell alcoholic beverages for one additional hour; (2) in the event the Council of the District of Columbia or the ABC Board grant licensees in general extended operating hours for particular event(s), Applicant may avail itself of such extended hours provided that it submits the requisite forms and gains approval.

4. Refuse Storage and Disposal. Applicant shall utilize and maintain rodent proof waste and trash containers with sufficient capacity to store all grease (in receptacles designed for such purpose), non-grindable garbage, and non-recyclable waste within the trash storage area of the Premises. Applicant shall maintain their current practice of removing recyclable items (glass, plastic, cardboard and metal cans that have been rendered free to organic materials) using company delivery trucks.

Applicant agrees to adhere to the following conditions with respect to trash management, disposal, and the sanitary maintenance of the trash storage area:

- a. Applicant shall contract with a third party sanitation or waste management and recycling vendor(s) to collect garbage and non-recyclable waste a minimum of 1 day per week and no recycling pick up per week (or such more frequent schedules as may be necessary to prevent the receptacles from exceeding their capacity);
- b. Applicant will ensure timely waste disposal that is the least disruptive to neighbors. Garbage, recyclable, and grease collections shall not occur before 7:00 a.m. or after 10:00 p.m.
- c. Applicant shall dispose of non-grindable garbage, recyclable and non-recyclable trash in sealed bags that are placed in appropriate rodent-proof receptacles capable of being fully closed with tight-fitting lids. Any receptacle for cooking supplies such as linens or kegs will be placed on the Premises and not encroach on abutting properties.
- d. Garbage, grease and/or recycling spills shall be cleaned up as soon as practicable after they occur. Any leak or spillage of grease shall be promptly cleaned utilizing standard industry practices such as solvents and power washing for such uncontained grease.
- e. Applicant will daily check the full area around the trash receptacles and pick up or hose down any debris or liquid waste left behind after garbage, grease or recycling receptacles have been emptied. Further, Applicant shall assign a staff person to inspect the exterior trash area each night and close the lids of any receptacles that were left open prior to closing.
- f. All receptacles used for grease, garbage, recyclable trash and waste shall be maintained in good repair and in safe and sanitary condition. Any damaged or leaking containers, including dumpster lids that become bent or warped such that they are no longer rodent-proof, shall be promptly repaired or replaced.
- g. Applicant shall power-wash the trash storage area and all receptacles no less often than once every two weeks. However, no power-washing shall take place between the hours of 7:00 p.m. and 9:00 a.m. on weekdays or 7:00 p.m. and 12:00 noon on weekends; and,

5. Noise Mitigation. No objectionable noises, sounds, odors, or other conditions that are publicly observable or emitted beyond the immediate proximity of the Premises will be created by Applicant. Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall make architectural improvements to the property and take all necessary actions to ensure that noise and vibration from the Establishment, no matter the source, are not audible in residential units above the grocery store. Noise mitigating actions may include installation of sound absorbing and sound dampening materials sufficient to reduce noise to levels that meet DCMR noise regulations within residential units above the store.

Applicant will take all necessary steps necessary to mitigate noise emanating from mechanical equipment associated with Applicant's operations (e.g. HVAC, grease fan, trash compactors) -- including installing sound absorbing and dampening material around the equipment, if necessary, to comply with applicable DCMR provisions, prevent an increase in existing sound level from such equipment, and minimize or abate noises objectionable to residential neighbors.

Specifically, Applicant shall notify all delivery drivers owning, operating, or having control over the engine of a gasoline or diesel-powered motor vehicle on public or private space to comply with 20 DCMR § 900 which prohibits vehicles from idling for more than three (3) minutes while the motor vehicle is parked, stopped or standing within the loading dock or in the alley adjacent to the grocery store.

6. Odor and Emission Control. Applicant shall ensure that regularly scheduled maintenance and cleaning of exhaust hoods, fans and vents are undertaken in accordance with manufacturer's specifications for the type and amount of cooking undertaken. Applicant will also clean and/or exchange the filters as often as necessary to ensure optimal grease and particulate removal and odor mitigation for the type and quantity of cooking undertaken. Applicant will ensure that any mechanical issues that develop with the equipment are promptly addressed.

7. Sanitation and Pest Control. Applicant shall maintain in force a contract for regular and recurring application of a plan for pest control that includes baiting or similar rodent abatement procedures abutting the rear entrance to the Premises (including the waste storage room). Applicant shall not store or place any kegs, bottles, foodstuffs, palettes of materials, or other consumable goods of any type outside the Premises. Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract and of regular inspection and treatment pursuant to such contract, upon request from the Board. Applicant shall maintain property and take landscaping steps, such as removing thick ground cover, trimming bushes, closing rat holes, and using pond stones where needed, to reduce habitat for rats and vermin.

8. Security Cooperation in Stemming Loitering and Illegal Drugs. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises. Applicant agrees to monitor for and prohibit sales or use of illegal drugs within or about the Premises and maintain contact and cooperate with MPD and other enforcement officials when known or suspected drug activities occur.

9. Compliance with Agency Regulations. Applicant understands, agrees, and promises that they will maintain compliance with all laws and regulations of the District of Columbia at all times. Specifically, Applicant will ensure strict adherence to ABRA, Department of Consumer and Regulatory Affairs (DCRA), Department of Health (DOH), Department of Public Works (DPW) and other applicable DC Agency regulations regarding (a) conduct of its business and (b) the ownership of the license and all other provisions applicable to liquor licenses.

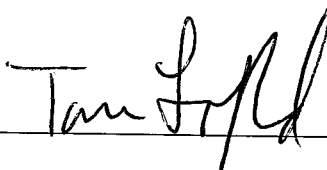
IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.

Applicant:

NAI Saturn Eastern, LLC, t/a Safeway
ABRA-097707
415 14th Street, SE
Washington, DC 20003

TOM LOFLAND
Name of Person Authorized to Sign

PRESIDENT SAFEWAY EASTERN
Title

Signature: 

Date: 9-8-2020

ANC:

Advisory Neighborhood Commission 6B
921 Pennsylvania Avenue, SE
Washington, DC 20003
Brian Ready, Chairperson

Signature: 

Date: 09-08-2020