AMENDED VOLUNTARY AGREEMENT

By and Between

EYOB (JOE) MAMO
OWNER OF A GASOLINE SERVICE STATION, FOOD MINI-MART,
AND PROPOSED ADDITIONAL RETAIL SERVICES
LOCATED AT 3101-3103 RHODE ISLAND AVENUE N.E.

And

ADVISORY NEIGHBORHOOD COMMISSION 5A
February 3, 2005

This document constitutes a Voluntary Agreement by and between Eyob (Joe) Mamo, owner of a gasoline service station, food mini-mart, and proposed additional retail services located at 3101-3103 Rhode Island Avenue N.E., Washington, D.C., and Advisory Neighborhood Commission 5A, which includes the site of Mr. Mamo's establishment. This Voluntary Agreement of February 3, 2005, between Mr. Mamo and the Advisory Neighborhood Commission 5A, represented and negotiated by the current SMD11 Commissioner, Mr. Franklyn M. Malone, amends and supersedes the Voluntary Agreement of March 26, 1999, between Mr. Mamo and the 5A-11 Commissioner at that time, Ms. Karen Lancaster.

This Amended Voluntary Agreement shall be construed as an agreement to ANC 5A, a commitment to and an obligation by the 5A-11 Commissioner, including any successor to this position in the event Commissioner Malone vacates the office for any reason.

This Amended Voluntary Agreement responds to issues raised by residents of SMD 5A-11 and nearby neighborhood residents at an SMD meeting on January 24, 2005, and other community comments received by Commissioner Malone and Mr. Mamo during other meetings and discussions.

Mr. Mamo and ANC 5A jointly submit this document to the Board of Zoning Adjustment ("BZA") to be made a part of the record in BZA Case No. 17282, which is the application by the property owner, DAG Real Estate Holding Company LLC. Mr. Mamo is the managing member of the ownership entity. The application requests special exceptions permitting an addition to the

BZA
Case No. 17282
Exhibit No. 34

Board of Zoning Adjustment
District of Columbia
CASE NO. 17282
EXHIBIT NO. 34

gasoline service station to accommodate one or possibly two retail spaces and permitting use of the additional space as a "fast-food restaurant", as that term is defined in the Zoning Regulations.

Mr. Mamo agrees to the terms and conditions set forth below regarding the management and operation of the gasoline service station and food mini-mart, approved by BZA Order No. 16439, April 28, 1999, and the proposed retail space addition. ANC 5A accepts these terms and conditions, and agrees to support Mr. Mamo's applications for special exceptions in BZA Case No. 17282.

Mr. Mamo and Commissioner Malone agree to work together on a regular basis to address any concerns that may arise. To this end, Mr. Mamo agrees to meet with the 5A-11 Commissioner regarding non-emergency concerns at least bi-monthly if the 5A-11 Commissioner so requests. Mr. Mamo further agrees to meet and respond promptly in the event of emergencies regarding the operation of the facility's business establishments for which the 5A-11 Commissioner requests immediate attention. Mr. Mamo agrees to work with any other individuals or group ANC 5A deems appropriate to serve as his or her advisors regarding these matters.

1. Security and Prevention of Loitering, Prostitution, and Other Criminal Activity.

A. Designation of a Metropolitan Police Satellite Station (Work Station).

As required by the original Voluntary Agreement of March 26, 1999, Mr. Mamo requested the Metropolitan Police Department ("MPD") to designate the gasoline service station and food mini-mart establishment as a satellite police station (now referred to in MPD terminology as a police "work station"). Mr. Mamo's request was denied, by written message of January 24, 2005, from MPD 5th District Commander Jennifer Greene.

Mr. Mamo agrees to allow Commissioner Malone and other community leaders ninety (90) days from the date of this Amended Voluntary Agreement to generate sufficient support among residents and D.C. elected officials to encourage the MPD to rescind its initial denial and locate an MPD work station, with highly-visible MPD signage, on the premises of Mr. Mamo's establishment.

In consultation with the MPD, police officers will be encouraged to use the establishment as a location for completing paperwork and related administrative duties required in the course of their patrols. Suitable space and a telephone line will be set aside for police use. With the

approval of the MPD, Metropolitan Police insignia, denoting designation of the establishment as a satellite police station, would be posted on the premises at a location and in a manner that is easily visible to the public.

Mr. Mamo has experience with this type of arrangement, having entered into a similar agreement for use of his gasoline service station at 4000 Georgia Avenue N.W. as a satellite police station. As a matter of policy, the Metropolitan Police Department has encouraged such arrangements as a means of enhancing police visibility in retail establishments and the surrounding environs.

B. Electronic Surveillance.

The gasoline service station and food store will be protected by an electronic surveillance system comprised of from 12 to 16 television cameras mounted at strategic locations to assure full and continuous visual monitoring of the interior and exterior premises. Television monitors will be placed inside the establishment for monitoring by employees. Videotapes or digital or other electronic images recorded by the television monitors will be maintained for 30 days. However, in the event that possible criminal conduct or other suspicious or unusual conduct is visually and electronically recorded, Mr. Mamo agrees to preserve the videotapes or digital or other electronic images for whatever length of time may be required by the request or directive of law enforcement authorities or other government officials. The electronic surveillance system will be installed and in operation at the time the gasoline service station and food store establishment opens for business, and will be maintained in place and in operation throughout the life of the establishment.

C. Lighting.

The exterior premises will be fully lighted at a sufficient footcandle level to assure proper operation of the electronic surveillance system and covered in such a way that rocks and other similar missiles cannot extinguish them. Six lights will be mounted on the exterior surfaces of the building, and additional lights will be mounted on seven poles, each approximately 13 feet in height, along the perimeter of the property. Lights will be in place at the time the establishment opens for business, and will be maintained in good working order throughout the life of the establishment. Lighting will be reviewed at least weekly for repairs as needed.

D. Trees, Flowers, and Shrubbery.

In consultation with the 5A-11 Commissioner and the neighborhood advisors he/she may designate, the existing trees and shrubbery at the rear of the property will be trimmed or removed in order to enhance the security of the premises and prevent obscuring the view of the electronic surveillance cameras. Additional flowers and trees will be added to reflect the beautification efforts of the 5A-11 Commissioner and his/her designated neighborhood advisors. Security and crime prevention will be considered along with beautification efforts.

E. Prevention of Loitering, Prostitution, and Criminal Activity.

The regular presence of police officer using the satellite police station space (police work station), if approved by the MPD, the elimination of trees and shrubbery, and the enhanced lighting of the entire premises will serve as effective deterrents to loitering, prostitution, and other criminal conduct.

In addition, employees will be trained to have zero tolerance for criminal activities on the premises and in the vicinity and to call immediately for police assistance. The fact that the establishment will be open, lighted, and staffed around the clock also serves to deter loiterers and potential criminal activity.

3. Traffic.

Mr. Mamo agrees to take appropriate measures to prevent the egress of traffic onto Newton Street by locating entrances and exits appropriately where legally possible. Mr. Mamo agrees to close the exit from the property that is furtherest from Rhode Island Avenue and leads into Newton Street.

4. Employment.

A. Mr. Mamo agrees to give first consideration for employment to applicants who are residents of 5A-11, Ward 5, then the District of Columbia, in that order. The 5A-11 Commissioner, in cooperation with members of ANC 5A, will work with the business owners/operators or their designees to help with job referrals on a regular basis, or as needed.

B. Mr. Mamo will inform the operators and managers of the gasoline service station, food mini-mart, and other businesses on the premises about this Amended Voluntary Agreement and their duty to comply with same.

5. Environmental Protection.

The establishment will comply with all environmental-protection requirements of the Federal and District of Columbia Governments, including but not limited to the requirements of the D.C. Underground Storage Tank Management Act of 1990 (D.C. Official Code, Sec. 8-113.01 *et seq.*) and the implementing regulations (20 DCMR, Subtitle F). Mr. Mamo agrees to consult with the 5A-11 Commissioner on a regular basis regarding excavations, soil testing for contaminants and test results, development of remediation plans if contaminants are detected, and the installation of new tanks and safeguards incorporated in the new tank system to prevent leakage and to detect and halt any leakage that occurs. Commissioner Malone, other ANC members, and neighborhood residents may be present at the site to observe the tank installation process.

Mr. Mamo agrees to provide the 5A-11 Commissioner with a copy of tank closure documents currently available from the D.C. Environmental Regulation Administration showing that underground storage tanks that were formerly installed at the site were removed and case closure was issued by DCERA with no further clean-up required at the time the case closure was issued.

6. Cleanliness of the Premises.

The property shall be cleaned daily with trash hauled away on a regular basis. Trash that accumulates daily shall be deposited in trash bins that are located in unobtrusive enclosed locations on the premises and away from public view.

7. Use of Restroom Facilities.

Mr. Mamo agrees that customers will be allowed to use the employee restroom at the establishment, upon request and at the discretion of the on-site manager.

8. Community Enhancement and Involvement.

The owner/operator of the establishment shall provide financial contributions in support of at least five community activities recommended by the 5A-11 Commissioner on an annual basis for the life of the establishment, and shall meet with the 5A-11 Commissioner and ANC 5A as a whole at least annually, or as necessary to address emergency concerns that may arise.

Signed: _____

Joseph L. Bowser
Chair, ANC 5A

Signed: _____

Eyob (Joe) Mamo

Signed: _____

Franklyn M. Malone
ANC Commissioner, SMD 5A11

Date: February 7, 2005