

GOOD NEIGHBOR AGREEMENT

The parties to this Good Neighbor Agreement are Safeway, the Hosford-Abernethy Neighborhood Development Association (“HAND”) and the Portland Office of Neighborhood Involvement Crime Prevention (“ONI”) (collectively, the “Parties”). Safeway owns and operates a grocery store located at 2800 SE Hawthorne Blvd., Portland, Oregon. The parties intend that this Agreement serve as a tool for communication and conflict resolution, with the ultimate goal of improving and sustaining neighborhood livability.

1. Formation of Partnership

- 1.1. This Good Neighbor Agreement is founded on the complementary beliefs that a successful business relies on the strength, cooperation, and support of the neighborhood around it, and that the strength of the neighborhood relies on the responsibility, vitality, and support of the businesses operating within it.
- 1.2. The Parties acknowledge that this document is not legally binding, but all of the Parties agree that this Agreement represents a good-faith commitment by the Parties to resolve the issues identified herein and to comply with the provisions described below.
- 1.3. So long as Safeway continuously complies with each undertaking enumerated below, the Association will not contest or oppose the granting or renewal of Safeway’s alcohol license. Conditions below may be expanded with detail relevant to the business as agreed upon by all parties, but changes or waivers granted for one condition shall not be construed or implied to constitute a nullification of any other conditions of this agreement.

2. Duration

- 2.1. The Agreement shall begin on January 1, 2011 and shall remain in effect until all parties vote to dissolve the Agreement. The parties will meet annually to review the status of the Agreement, and may elect to do so more frequently to consider amendments or resolve concerns. Neighbors living or working near Safeway’s store will be invited to these meetings.

3. Agreements by HAND

- 3.1. HAND agrees to the following commitments:

to encourage support for Safeway's business through patronage;

to facilitate communication between neighbors and Safeway regarding concerns about Safeway, its employees, and its customers;

to encourage residents to report any complaints or problems to Safeway before calling enforcement agencies, as long as Safeway shows a willingness to remedy any problems;

to remind and encourage residents and other businesses to be responsible citizens with regards to proper disposal of litter and overall maintenance of a clean and livable neighborhood.

4. Agreements by Safeway

4.1. Safeway agrees to the following commitments:

to limit the hours of all deliveries to Safeway to between 7:00 a.m. and 10:00 p.m.;

to forbid any delivery truck from idling in Safeway's loading zone;

to require that all delivery-truck drivers, whether employed by Safeway or by third-party vendors, must comply with all applicable traffic and parking laws;

to instruct that all delivery-truck drivers refrain from driving on Clay Street (on the south side of Safeway) either before or after deliveries, or on other residential streets in the neighborhood (including Southeast 27th and 29th, south of the store);

to restrict hours of operation of Safeway's garbage compactor and refuse/recycling collection to between 7:00 a.m. and 10:00 p.m.;

to close the store and the parking garage between the hours of 1 a.m. and 5 a.m., in keeping with the residential nature of the surrounding neighborhood;

to maintain Safeway's landscaping and other exterior features on its residential, south-facing side to be aesthetically pleasing and to discourage transients from loitering and overnight camping;

to patrol the property daily to remove litter, look for graffiti, monitor the property for signs of trespassing or vagrancy, and otherwise assure the exterior of the premises and surrounding area is free of litter or other garbage;

to respond promptly to complaints by neighbors about excessive noise, graffiti, refuse, or other problems affecting the residents;

to clean, remove, or paint over any graffiti within two days;

to encourage Safeway's customers to obey traffic and parking laws;

to maintain an Incident/Complaint Log, which shall be accessible to law enforcement, ONI, and OLCC personnel. This log will include a record of all disturbances and complaints, whether occurring inside or outside the premises, and shall include relevant names, physical descriptions, driver's license numbers, and vehicle numbers, if possible, the date, time, and reason for any responsive action, and all phone calls to law enforcement for any reason;

to enter into a trespass agreement with the Portland Police Bureau that allows law-enforcement personnel to remove transients or other persons causing a disturbance on Safeway's premises;

to aim for a rodent-free property with aggressive pest management, responsible refuse control and prompt response to complaints;

to comply with all state and city statutes, codes, regulations, rules, or other legal restrictions governing the sale of alcohol;

to include this Agreement as a part of Safeway's OLCC operating and business plans;

to refuse to sell alcohol to any customer whose behavior suggests intoxication;

to notify HAND and nearby residential homeowners of any plans to change Safeway's business or liquor licenses, or any change to Safeway's business hours;

to notify HAND when an agreement is made to sell the business; and

to provide current contact information for emergencies and other communications.

5. Agreements by ONI

5.1. ONI agrees to the following commitments:

to provide problem-solving resources for nuisance complaints;

to provide assistance to Safeway and neighbors on how to resolve nuisance issues related to Safeway's business operations;

to keep a copy of this Agreement at the Southeast Up Lift office and make it available for inspection or copying upon request;

to provide technical assistance when applicable or requested by the Parties;

to facilitate meetings and mediate minor disputes between the Parties, if requested; and

to meet with the Parties when requested, or as otherwise may be appropriate under this Agreement.

6. Contact Information

6.1. The Parties agree to update the following contact information, as needed, during the duration of this Agreement:

For Safeway

For HAND

For ONI

AGREED:

Dated: _____

SAFEWAY

By: _____

Printed Name: _____

Its: _____

Dated: _____

HAND

By: _____

Printed Name: _____

Its: _____

Dated: _____

ONI CRIME PREVENTION

By: _____

Printed Name: _____

Its: _____