

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

|                            |   |                         |
|----------------------------|---|-------------------------|
| <hr/>                      | ) |                         |
| <b>In the Matter of:</b>   | ) |                         |
|                            | ) |                         |
| 512 Rhode Island Ave, LLC  | ) |                         |
| t/a Grapes & Hope Market   | ) |                         |
|                            | ) | Case No. 61249-07/104PP |
| Application for a New      | ) | License No. 77268       |
| Retailer's Class B License | ) | Order No. 2008-258      |
|                            | ) |                         |
| at premises                | ) |                         |
| 512 Rhode Island Ave, N.W. | ) |                         |
| Washington, D.C.           | ) |                         |
| <hr/>                      | ) |                         |

512 Rhode Island Ave, LLC t/a Grapes & Hope Market

Marc Goodman, Troy Mennitt, Stephen J. Agostini, Nicole Else-Quest, Garrette Moore, Martin Maulton, Mable Boatwright, Shaun Cochis, Daniel Shellhoun, Christine Fanni, Ben Welsh and James M. Carter, (A Group of Five or More Individuals), Protestants

**BEFORE:** Peter B. Feather, Chairperson  
Judy A. Moy, Member  
Mital M. Gandhi, Member  
Nick Alberti, Member  
Charles Brodsky, Member  
Donald Brooks, Member  
Herman Jones, Member

**ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST**

The Application filed by 512 Rhode Island Ave, LLC t/a Grapes & Hope Market (Applicant), for a Retailers Class B license, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call hearing on July 14, 2008 in accordance with D.C. Official Code § 25-601 (2001). Marc Goodman, Troy Mennitt, Stephen J. Agostini, Nicole Else-Quest, Garrette Moore, Martin Maulton, Mable Boatwright, Shaun Cochis, Daniel Shellhoun, Christine Fanni, Ben Welsh and James M. Carter, (A Group of Five or More Individuals) (hereinafter Protestants), filed timely opposition by letter dated August 13, 2007.

The official records of the Board reflect that the Applicant and the Protestants have reached an Agreement which has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the Voluntary Agreement, dated August 19, 2008, the Protestants have agreed to withdraw their protest, provided, however, the Board's approval of the pending Application is conditioned upon the Applicant's continuing compliance with the terms of the Voluntary Agreement.

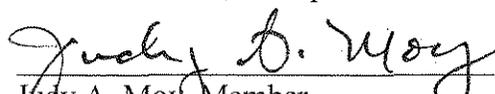
512 Rhode Island Ave, LLC  
t/a Grapes & Hope Market  
License No. 77268  
Case No. 61249-07/104PP

Accordingly, it is this 17th day of September 2008, **ORDERED** that:

1. The protests of Marc Goodman, Troy Mennitt, Stephen J. Agostini, Nicole Else-Quest, Garrette Moore, Martin Maulton, Mable Boatwright, Shaun Cochis, Daniel Shellhoun, Christine Fanni, Ben Welsh and James M. Carter, (A Group of Five or More Individuals) are **WITHDRAWN**;
2. The Application filed by 512 Rhode Island Ave, LLC t/a Grapes & Hope Market, for a Retailer's Class B License at 512 Rhode Island Avenue, N.W., Washington, D.C., is **GRANTED**;
3. The above-referenced Agreement is **INCORPORATED** as part of this Order;
4. Copies of this Order shall be sent to the Protestants and to the Applicant.

District of Columbia  
Alcoholic Beverage Control Board

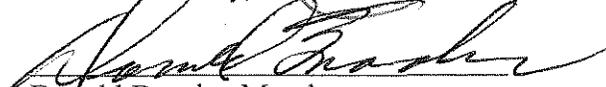
  
Peter B. Feather, Chairperson

  
Judy A. Moy, Member

  
Mital M. Gandhj, Member

  
Nick Alberti, Member

  
Charles Brodsky, Member

  
Donald Brooks, Member

\_\_\_\_\_  
Herman Jones, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), 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, 941 North Capitol Street, N.E., Suite 7200, Washington, D.C. 20002.

**VOLUNTARY AGREEMENT**

THIS VOLUNTARY AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between 512 Rhode Island Avenue, LLC (“Applicant”) and Marc Goodman, Troy E Merritt, Stephen J Agostini, Nicloe Else-Quest, Garrette Moore, Martin Moulton, Mable Boatwright, Shaun Cochis, Daniel Shellhorn, Christine Fanning, Ben Welsh, Kevin L. Chapple, James Carter, Charles Walker, Gretchen Wharton (collectively “Protestants”)

**RECITALS**

WHEREAS, Applicant has applied for a Retailer’s Alcoholic Beverage License Class B for premises at 512 Rhode Island Avenue, NW, Washington, DC (the “License”);

WHEREAS, Protestants have protested the approval and the issuance of the License;

WHEREAS, the parties agreed to enter into this Voluntary Agreement and to request the Alcoholic Beverage Control Board to approve of the issuance of Applicant’s License with the terms and conditions of this Agreement to be incorporated, by Board order, as terms and conditions of the License.

NOW, THEREFORE, in consideration of the recitals set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Recitals Incorporated. The recitals set forth above are incorporated herein by

reference. *MA* *MB*  
REC'D BY  
2008 SEP 12 3:45  
2008 SEP 10 9:08  
DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE  
REGULATION ADMINISTRATION

2. Restrictions on Sales. Applicant agrees to the following restrictions on sales:
  - 2.1 Applicant shall not sell a single container of beer, ale, or malt liquor of 40 ounces or less.
  - 2.2 Applicant shall not sell refrigerated single containers of beer, ale, or malt liquor of any size.
3. Parking Lot. Applicant shall clear the parking lot of the empty trailers currently being stored there and shall remove debris and trash from the parking lot. The parking lot shall be used solely for the parking of vehicles of Applicant's patrons, employees, owners, trailers with merchandise, delivery vehicles, service vehicles and trash trucks. The parking lot shall not be used for paid parking for monthly parkers or for the patrons of other businesses in the neighborhood. Parking for customers shall be limited to twenty (20) minutes and signs advising of this restriction shall be prominently displayed in the parking area.
4. Security Lighting. Applicant shall install high intensity lighting to illuminate the property and the parking area during hours of darkness. Any damaged or broken lights shall be repaired within seven (7) days of notice from Protestants.
5. Hours of Alcoholic Beverage Sales. Applicant's hours shall be as set forth in its application, as may be amended from time to time in accordance with ABRA and ABC Board procedures. Protestants agree that they will not oppose, nor encourage any other person to oppose, a request by Applicant to amend its hours of operation such that Applicant ceases alcoholic beverage sales by 9:00 p.m.

6. Operations.

6.1 Licensee will not install, nor allow to be installed, any public pay telephones.

6.2 Licensee will retain all trash within the store until immediately before the time of trash removal. The Licensee will not maintain a trash dumpster.

6.3 Licensee shall not sell single cigarettes, cigarette rolling paper, glassine bags, singles Phillies Blunt cigars, or other drug paraphernalia

6.4 Licensee shall require a picture ID from any person appearing to be under thirty years of age prior to selling alcoholic beverages

6.5 Licensee shall prohibit the public consumption of alcohol within or in front of the establishment and its immediately adjacent property

6.6 Licensee shall not sell or distribute disposable cups in quantities of ten or less. Licensee shall not sell nor distribute single servings of ice.

6.7 In accordance with Section 100.1 to Title 23 of the District of Columbia Municipal Regulations ("DCMR"), the Licensee shall limit advertisements in the window to the permitted twenty-five (25%) of the window space. Licensee shall conform to Section 100.2 of Title 23 DCMR by displaying no advertisement of any kind relating to alcoholic beverages on the exterior of any window or the exterior or interior of any door. Licensee agrees that any violation of District of Columbia or Federal law or an ABC regulation, rule, or statute is a material breach of this agreement.

7. Ownership and Transfer.

7.1 Licensee agrees to abide by all Alcoholic Beverage Regulation Administration (ABRA) regulations regarding the ownership of the license and agrees that any violation of the ABRA regulations are a material breach of this agreement. Licensee also agrees to be the sole owner of the ABC license and agrees not to transfer or sell to any other entity before obtaining approval from the ABC Board. Applicant agrees to notify any prospective transferee, assignee or successor in interest by contract, statute, or testamentary transfer of the existence of this Agreement and to provide them with a copy.

7.2 This Voluntary Agreement shall be binding upon and enforceable against the successors, heirs, transferees, agents, delegates, and assignees of the Licensee.

8. Maintenance of Premises. Applicant shall maintain the exterior and the parking area clean, neat, and free of litter, and shall inspect, at least once daily, such areas.

9. Amendment of Agreement. Prior to requesting that the Alcoholic Beverage Control Board approve of an amendment to the provisions of this Agreement, Applicant shall endeavor to notify all of the Protestants.

10. Notices. In the event of a violation of the provisions of this Agreements, Applicant shall be notified in writing of such violation. Notices shall be sent by first class mail postage prepaid, hand delivery or by recognized overnight delivery service as follows:

ATTN: Houshang Momenian  
512 Rhode Island Avenue, NW  
Washington, DC 20001

With a copy by mail, e-mail or fax to:

Andrew J. Kline, Esquire  
1225 Nineteenth Street, NW  
Suite 320  
Washington, DC 20036  
Phone: 202-686-7600  
Fax: 202-293-3130  
akline@klinelawdc.com

Applicant may change the notice addresses listed above by written notice to the signatories hereto at the addresses listed below their signatures. Applicant shall provide a written response to any notification under this Agreement within five (5) business days.

Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the Alcoholic Beverage Control Board.

11. Withdrawal of Protest. Protestants hereby request that the Board withdraw their protests and join with Applicant in requesting that the Alcoholic Beverage Control Board accept this Agreement as a condition of approval of the License.

12. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_  
day of \_\_\_\_\_, 2008

WITNESS:

\_\_\_\_\_

APPLICANT:

512 Rhode Island Avenue, LLC

By: *H. Momenian*  
Houshang Momenian

Date Signed:

PROTESTANTS:

\_\_\_\_\_

Marc Goodman

Date Signed:

\_\_\_\_\_

Troy E Merritt

Date Signed:

\_\_\_\_\_

Stephen J Agostini

Date Signed:

\_\_\_\_\_

Nicole Else-Quest

Date Signed:

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_  
day of \_\_\_\_\_, 2008

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

APPLICANT:

512 Rhode Island Avenue, LLC

By: \_\_\_\_\_

Houshang Momenian

Date Signed:

PROTESTANTS:

\_\_\_\_\_  
Marc Goodman

Date Signed:

\_\_\_\_\_  
Troy E Merritt

Date Signed:

\_\_\_\_\_  
Stephen J Agostini

Date Signed:

\_\_\_\_\_  
Nicole Else-Quest

Date Signed:

James M Carter

7/22/2008

James Carter  
Date Signed:

Charles Walker

7/22/08

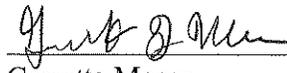
Charles Walker  
Date Signed:

Gretchen Wharton

8/19/08

Gretchen Wharton  
Date Signed:

\_\_\_\_\_



Garrette Moore

Date Signed:

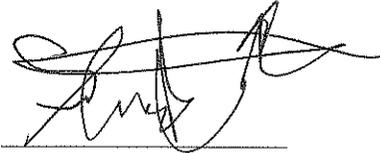


\_\_\_\_\_

Martin Moulton

Date Signed: 7/21/2008

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\_\_\_\_\_

Mable Boatwright

Date Signed:

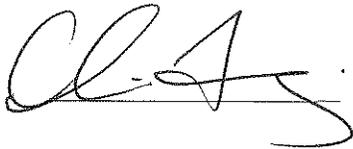


\_\_\_\_\_

Shaun Cochis

Date Signed:

Deceased



\_\_\_\_\_

Daniel Shellhorn

Date Signed:



\_\_\_\_\_

Christine Fanning

Date Signed:

\_\_\_\_\_



\_\_\_\_\_

Ben Welsh

Date Signed:



\_\_\_\_\_

Kevin L Chapple

Date Signed: