

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

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In the Matter of:)		
)		
Carriage House, LLC)		
t/a Green Lantern/Tool Shed)		
)		
Application for Renewal of a)	Case No.	10-PRO-00174
Retailer's Class CN License)	License No.	ABRA-060411
)	Order No.	2011-210
at premises)		
1335 Green Court, N.W.)		
Washington, D.C. 20005)		
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Carriage House, LLC, t/a Green Lantern/Tool Shed (Applicant)

Christopher Winters, Esq., on behalf of A Group of Five or More Individuals (Protestant)

BEFORE: Charles Brodsky, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Calvin Nophlin, Member
Mike Silverstein, Member

**ORDER ON VOLUNTARY AGREEMENT AND
WITHDRAWAL OF PROTEST**

The Application filed by Carriage House, LLC, t/a Green Lantern/Tool Shed, for the renewal of its Retailer's Class CN License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on December 27, 2010 and a Protest Status Hearing on April 13, 2011, in accordance with D.C. Official Code § 25-601 (2001).

The Applicant and the Group of Five or More Individuals have entered into a Voluntary Agreement (Agreement), dated April 22, 2011, setting forth the terms and conditions that govern the operation of the Applicant's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Amy James, Christine Kelly, Jared Kelly, Madelyn Schenk, and Michael Schmelzer, on behalf of the Group of Five or More Individuals, are signatories to the Agreement. This Agreement constitutes a withdrawal of the Protest filed by the Group of Five or More Individuals of this Application.

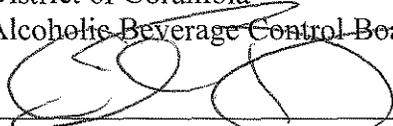
Carriage House, LLC
t/a Green Lantern/Tool Shed
Case No. 10-PRO-00174
License No. ABRA-060411
Page 2

Accordingly, it is this 11th day of May 2011, **ORDERED** that:

1. Carriage House, LLC, t/a Green Lantern/Tool Shed, Applicant for the renewal of its Retailer's Class CN License, located at 1335 Green Court, N.W., Washington, D.C., is **GRANTED**;
2. The Protests of the Group of Five or More Individuals in this matter is hereby **WITHDRAWN**;
3. The above-referenced Voluntary Agreement submitted by the Applicant and the Group of Five or More Individuals to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
and
4. Copies of this Order shall be sent to the Applicant and Christopher Winters, Esq., on behalf of the Group of Five or More Individuals.

Carriage House, LLC
t/a Green Lantern/Tool Shed
Case No. 10-PRO-00174
License No. ABRA-060411
Page 3

District of Columbia
Alcoholic Beverage Control Board

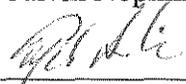

Charles Brodsky, Chairperson


Nick Alberti, Member


Donald Brooks, Member


Herman Jones, Member


Calvin Nophlin, Member


Mike Silverstein, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), any Party adversely affected by this Order may file a Motion for Reconsideration within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14th Street, N.W., Suite 400S, Washington, D.C. 20009.

VOLUNTARY AGREEMENT

This Voluntary Agreement is entered into on the ___th day of April 2011 by and between the certain group of Protestants ("Protestants") and Carriage House LLC d/b/a Green Lantern and Tool Shed ("Licensee").

WHEREAS, Licensee holds a Retailer's Class "CN" license to serve alcoholic beverages at the premises located at 1335 Green Court, NW, Washington DC ("Premises"),

WHEREAS, Licensee entered into a prior Voluntary Agreement with members of the local community dated June 2, 2004 ("2004 Agreement"), which was accepted by an order of the Alcohol Beverage Control Board and its terms and conditions incorporated into the Licensee's license.

WHEREAS, the Licensee's alcoholic beverage license is due for renewal;

WHEREAS, the Protestants have filed a protest concerning Licensee's renewal of its alcoholic beverage license; and

WHEREAS, the Licensee and the Protestants wish to enter into this Voluntary Agreement to resolve the concerns of the Protestants regarding the effect of the Licensee's operations on the peace, order, and quiet of the surrounding neighborhood.

NOW THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below as well as other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

- 1. 2004 Agreement.** The Parties agree that the Licensee shall continue to abide by the provisions of the 2004 Agreement unless superseded in this Voluntary Agreement, and that such 2004 Agreement shall be incorporated into Licensee's renewed license.
- 2. Soundproofing of Premises.** Licensee agrees that within six months after the ABC board adoption of this Voluntary Agreement, Licensee will have installed sufficient soundproofing of the walls, roof and other areas of the Premises such that noise levels in the community from the establishment are minimized and that noise emanating from the Premises complies with existing District of Columbia noise regulations for commercial areas. Licensee's soundproofing efforts will be tested by a reputable and licensed sound engineer and the results of such tests shall be made available to ABRA for public inspection by the community, including Protestants. All

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DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE
REGULATION ADMINISTRATION

testing shall be conducted while the noise levels within the Premises are at their maximum decibels during operational hours when a DJ is working.

- 3. Sound System Usage.** The Licensee will not use the sound equipment on the premises above the output levels tested during the soundproofing testing process described in paragraph 2 above.
- 4. Enhanced Security.** Licensee agrees to update its security plan that shall:
 - a. Maintain at least three security personnel on duty on any night after 9:00 PM on which free drink specials, low price drink specials (defined as alcoholic beverages offered at a price of \$1.00 or less per drink), or fixed-price "all you can drink" specials ("Drink Nights") are offered with one security person stationed at the door of the Premises after 9:00 PM, who shall encourage patrons leaving the Premises to exit quietly and quickly towards L Street or 14th Street. On all nights of operation at least one security person on the premises and patrolling.
 - b. Conduct regular security patrols on the route defined in Exhibit A to this Agreement. The security patrols should occur at minimum two or more times per hour on Thursday, Friday, and Saturday nights after 9 p.m. and at least once per hour on all other nights.
 - c. Have all security personnel, other than the doorman, wear uniforms prominently identifying themselves as security personnel, including but not limited to the word "SECURITY" in letter sizes readable from distances of 90 feet or more. In the case of inclement or cold weather, such security personnel shall wear outerwear containing the same identification. Provided further, that the doorman, who is also part of the security team, need not wear such a uniform but shall be readily identifiable as a doorman by way of stationing, consistent presence, etc.
 - d. Have all security personnel carry a flashlight during patrols around the premises, but to avoid shining such flashlights on the windows of neighboring buildings.
- 5. Training Requirements.** Licensee agrees that all managers shall have up to date and current Training for Intervention Procedures (TIPS) or Techniques of Alcohol Management (TAM) training. Security personnel shall have security training required

by ABRA. On nights set out in 4 (a) there will be at least 3 people on staff with Intervention Procedures (TIPS) or Techniques of Alcohol Management (TAM) training after 9:00 PM or, if a drink special begins prior to 9:00 PM, at the initiation of the drink special, excluding routine happy hour specials that end prior to 9 p.m.

6. Reporting Obligations

- a. Licensee shall be required to maintain a security log, and to disclose such security log to ABRA. ABRA shall determine what is available to the public for review. Such log is to contain a record of all instances of disorderly conduct that involve persons who are known or should have been known to be Licensee's patrons encountered by Licensee's security or other personnel during patrols near the Premises or otherwise as a part of Licensee's business, including but not limited to: (i) public urination; (ii) sexual activity (defined as activity involving the use or direct stimulation of genitalia), (iii) fights or other physical confrontations; (iv) threatening conduct; (v) other illegal conduct (drug use, solicitation of prostitution); (vi) conduct requiring police intervention; (vii) any incident resulting in injury or sickness that requires medical assistance; and (viii) any incident involving the removal or (temporary or permanent) barring of patrons from the Premises. Such record shall include the time and location of such disorderly conduct. Such log shall also contain the names of the security personnel on duty on each night on which an incident occurs.

- b. Licensee shall disclose to ABRA on a six months basis the identity of its personnel required under paragraph 5 to have Training for Intervention Procedures (TIPS) or Techniques of Alcohol Management (TAM) training and the date of their certification of completion of the TIPS or TAM program.

Licensee:

The Carriage House, LLC.


BY: _____ Date: 4/26/2011
Greg Zehnacker, Managing Member

PROTESTANTS:

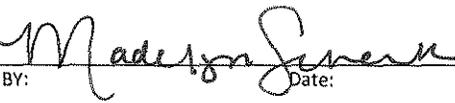
1331 L Street Holdings, LLC


BY: _____ Date: Apr 22 2011
Andrew Florance, Manager

 4/22/11
BY: _____ Date: _____
Amy James, Resident 1125 12th Street, NW

 04. 22. 2011
BY: _____ Date: _____
Christine Kelly, Resident 1314 Massachusetts Ave., NW

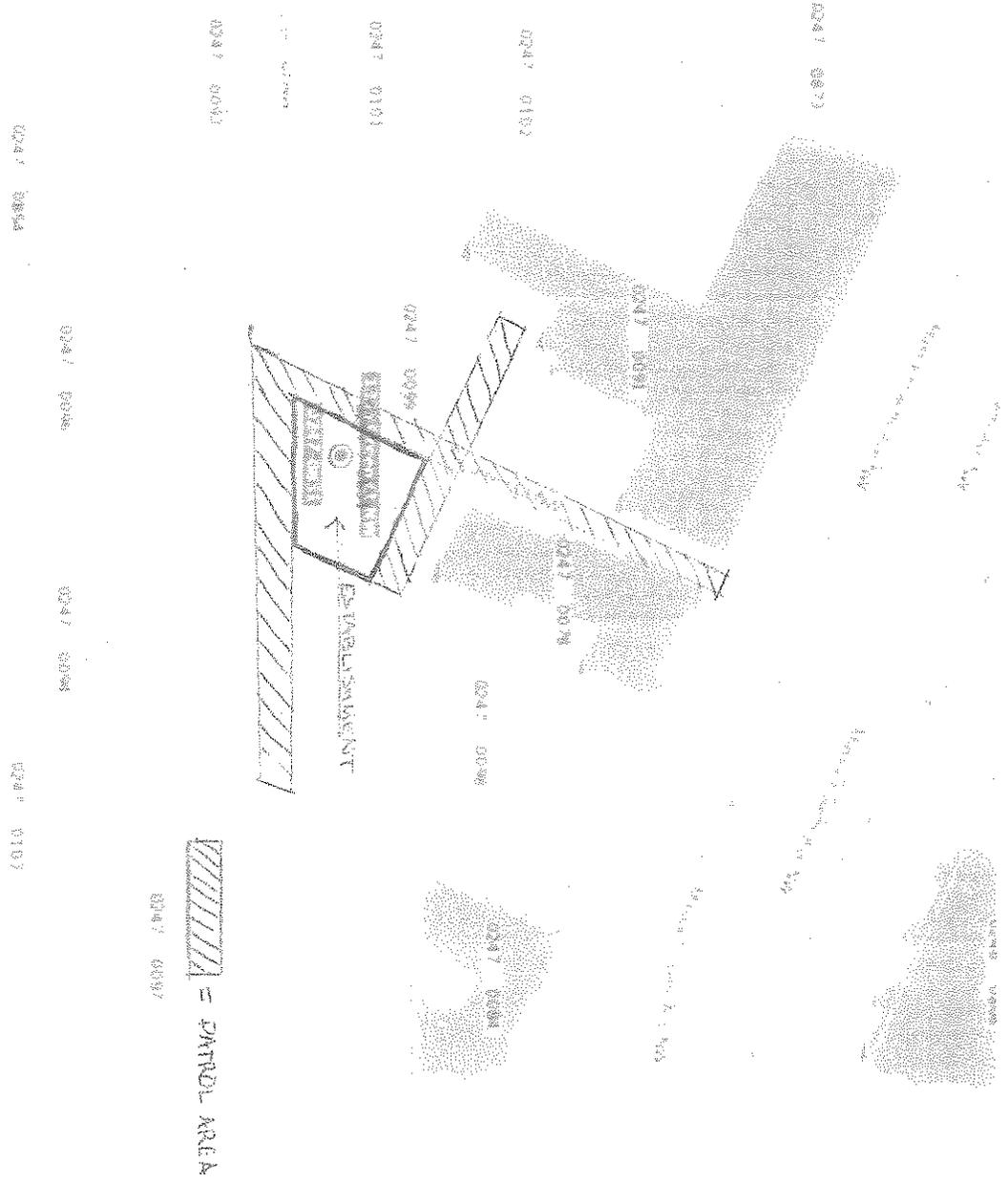
 4/22/11
BY: _____ Date: _____
Jared Kelly, Resident 1314 Massachusetts Ave., NW


BY: _____ Date: _____
Madelyn Schenk, Resident 1210 Massachusetts Ave., NW

 4/22/2011
BY: _____ Date: _____
Michael Schmelzer, Resident 1200 14th Street, NW

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DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE
REGULATION ADMINISTRATION

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April 25, 2011

VIA FACSIMILE AND FIRST CLASS MAIL

Charles Brodsky
Chairman, Alcoholic Beverage Control Board
Alcoholic Beverage Regulation Administration
2000 14th Street, N.W., 400 South
Washington, DC 20009

**Re: Protest related to the Green Lantern / Tool Shed –
ABRA License: ABRA-060411
Case No. 10-PRO-00174**

Dear Chairman Brodsky:

I am writing with respect to the above-captioned protest proceeding. On April 13, 2011, per her instructions, I wrote to Thea Davis seeking reinstatement of the Protestants' protest due to my late arrival to the April 13, 2011 hearing. In my letter, I indicated that the Licensee, Carriage House LLC dba Green Lantern / Tool Shed, and the Protestants were close to resolving the protest through a voluntary agreement.

Since that time, on Monday, April 18, 2011, Mr. Ed Grandis, counsel for Licensee, informed me that he called Ms. Davis to inform her that Licensee had no opposition to the reinstatement of Protestants' protest, as the parties had reached a voluntary agreement.

I am now pleased to inform you that the Protestants and the Licensee have concluded and executed a voluntary agreement that resolves Protestants' concerns. Accordingly, Protestants now submit that, upon adoption of the voluntary agreement by the Board, the protest should be dismissed.

Sincerely,



Christopher Winters, esq.
On behalf of Protestants in ABRA-
060411
1331 L Street N.W.
Washington, DC 20005
(202) 623-5257

cc: Ed Grandis, esq.
Counsel to Licensee

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

<hr/>)	
In the Matter of:)	
)	
Carriage House LLC)	
t/a Green Lantern)	
)	
Application for a Retailer's Class CN)	
License - renewal)	Application no. 21868
at premises)	2004-191
1335 Green Court, N.W.)	
Washington, D.C.)	
<hr/>)	

Carey Silverman, Chair, on behalf of Advisory Neighborhood Commission 2F, Peter Roberts, Executive Director, on behalf of Thomas House, and John Colameco, President, on behalf of Applicant, Signatories

BEFORE: Charles A. Burger, Chairperson
Vera M. Abbott, Member
Peter B. Feather, Member
Judy A. Moy, Member
Audrey E. Thompson, Member

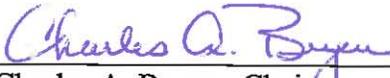
ORDER ON VOLUNTARY AGREEMENT

This matter came before the Board for approval on October 6, 2004. The signatories to the voluntary agreement, dated June 2, 2004, submitted an agreement to the Board in accordance with the D.C. Official Code Title 25, Section 446 (2001 Edition).

Having determined that the agreement complies with all applicable laws and regulations and the applicant qualifies for licensure, the Board does hereby this 20th day of October 2004, **APPROVE** the license application conditioned on the applicant's compliance with the terms of the voluntary agreement and does **INCORPORATE** the text of the same into the Order.

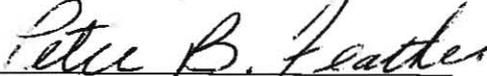
**Carriage House LLC
t/a Green Lantern
Application no. 21868
Page two**

District of Columbia
Alcoholic Beverage Control Board



Charles A. Burger, Chairperson

Vera M. Abbott, Member



Peter B. Feather, Member



Judy A. Moy, Member



Audrey E. Thompson, Member

VOLUNTARY AGREEMENT

This Voluntary Agreement is entered into on the 2nd day of June 2004 by and between Advisory Neighborhood Commission 2F ("ANC 2F") and Thomas House on behalf of the affected community (hereinafter "Community") and Carriage House LLC d/b/a Green Lantern ("Applicant") and supercedes all prior agreements between the parties.

WHEREAS, Applicant holds a Retailer's Class "CN" license at premises 1335 Green Court, N.W., Washington, D.C., Application No. 21868.

WHEREAS, Applicant entered into a Voluntary Agreement with the Community on the 3rd day of October 2001, which accepted by Order of the Alcoholic Beverage Control (ABC) Board on the 10th day of October 2001 ("2001 Agreement") and its terms and conditions incorporated into the Applicant's license.

WHEREAS, Applicant has applied to the ABC Board for certain substantial changes in its operations that are not permitted under the terms and conditions of the 2001 Agreement.

WHEREAS, the parties have agreed to enter into this Agreement and to request the ABC Board approve the Applicant's request conditioned upon the Applicant's compliance with the terms of this written Voluntary 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. **SECURITY AND NOISE CONTROL.** Applicant agrees to have security personnel patrolling the premises from 8:00 p.m. until closing each day the establishment is open for business. The security personnel shall be responsible for policing the premises and the area surrounding the premises. At 8:00 p.m. and at 11:30 p.m., and one-half hour after closing, security personnel shall check in with front desk personnel of the Thomas House, located at 1330 Massachusetts Avenue, N.W. The security personnel shall use best efforts to prevent persons from loitering in front of the premises or in the alley and to assure that patrons leaving the premises do not disturb area residents. Security personnel shall immediately contact the Metropolitan Police Department if any illegal activity is observed in the area. Applicant agrees to post a sign at the exit of the establishment instructing patrons that they are near residential buildings and to leave the area quietly.

2. **EXTERIOR LIGHTING.** The premises shall have no lighting affixed to the exterior of the premises which reflects backwards unto 1314 or 1330 Massachusetts Avenue, N.W.

3. **ACCESS TO PREMISES.** Applicant agrees that the back door to the premises shall not be used as an entrance for employees or customers but shall be used only as an emergency exit. The door shall be equipped with a "panic bar" which will sound an alarm if anyone attempts to use this exit. Any advertising and all other directions to patrons of the premises shall direct patrons to enter the premises from L Street, N.W. and not from the alley

from Massachusetts Avenue, N.W. Applicant agrees that deliveries to the premises shall be made only to the L Street entrance, that all deliveries shall be required to use the alley from L Street, N.W., to and from the premises and that deliveries shall be restricted to the hours of 9 a.m. to 5:00 p.m.

4. PUBLIC TELEPHONES. No exterior public pay telephones shall be installed on the property.

5. PUBLIC SPACE AND TRASH. Applicant agrees to keep its dumpster off of public space. Applicant further agrees to hold all recyclable materials and perishable food waste within the building until the morning of the scheduled pick-up by a commercial trash hauler. Trash and recyclable material shall not be deposited into an outside dumpster or other external holding facilities between the hours of 11:00 p.m. and 8:30 a.m. Applicant shall also police the immediate alley daily for refuse and other materials and maintain a clear rear presence. Applicant shall require its trash and recycling contractors to pick up trash and materials after 9:00 a.m. and before 5:00 p.m.

6. DANCING AND MUSIC. Applicant may provide facilities for dancing by patrons as described herein. Such facilities shall be limited to no more than one dance floor of twelve (12) feet by fifteen (15) feet. Applicant shall not offer, create facilities for, or otherwise encourage dancing by patrons or employees outside of the aforementioned area. Applicant shall not have live music with the exception of karaoke. Applicant shall comply with the D.C. Noise Control Act and take any necessary actions, including architectural improvements to the property to ensure that music, noise, and vibration from the establishment are not audible from within the adjacent residential properties at 1314 and 1330 Massachusetts Avenue, N.W.

7. PARTICIPATION IN ANC MEETINGS. In order to maintain an open dialogue with the community and cooperatively address and control and problems associated with its operations, Applicant, upon notice from ANC 2F, shall send a representative of the establishment to a meeting(s) of the ANC to discuss and find ways to reasonably resolve such problems.

8. BINDING EFFECT. This Voluntary Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant.

9. NOTICES. In the event of a violation of the provisions of this Voluntary Agreement, Applicant shall be notified in writing and given an opportunity to cure such violation within thirty (30) days thereafter before action against Applicant on the basis of such violation may be undertaken. A material violation of this Agreement of its ABC license by Applicant that has not been corrected after such thirty (30) days' notice shall constitute cause for seeking a Show Cause Order from the ABC Board. Any notice required to be made under this Agreement shall be in writing and mailed by Certified Mail, return receipt requested, postage prepaid, or hand delivered, to the other party to the Agreement. Notice is deemed to be received upon mailing or hand delivery. Notice is to be given as follows:

- a. If to Applicant, to: John Colameco, President
Carriage House, LLC
1335 Green Court, N.W.
Washington, D.C. 20005
- b. If to ANC 2F, to: Advisory Neighborhood Commission 2F
Attn: Chairperson and Commissioner 2F05
5 Thomas Circle, N.W.
Washington, D.C. 20005
- c. If to Thomas House, to: ? PETER V. ROBERTS
Executive Director, Thomas House
1330 Massachusetts Avenue, N.W.
Washington, D.C. 20005

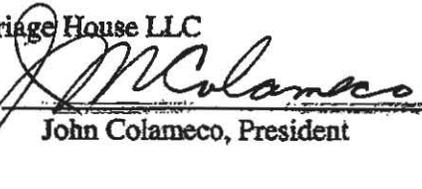
Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board.

IN WITNESS THEREOF, the parties have executed this Agreement as of the date and year first above written.

WITNESS:

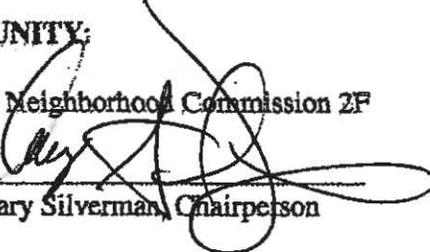
APPLICANT:

Carriage House LLC

By: 
John Colameco, President

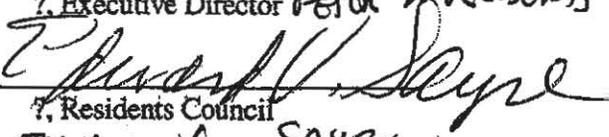
COMMUNITY:

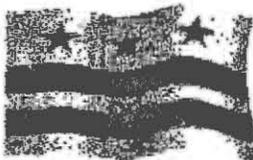
Advisory Neighborhood Commission 2F

By: 
Cary Silverman, Chairperson

Thomas House

By: 
?, Executive Director PETER V. ROBERTS

By: 
?, Residents Council
EDWARD V. SAYRE



ADVISORY NEIGHBORHOOD COMMISSION 2F
Government of the District of Columbia
5 Thomas Circle, NW, Washington, D.C. 20005
Telephone: (202) 667-0052 Fax: (202) 667-0053 www.anc2f.org

Commissioners

2F01 Cary Silverman, *Chair*
2F02 Jim Brandon
2F03 Miriam Trimble
2F04 Helen M. Kramer, *Vice Chair*
2F05 Thomas M. Funk, *Secretary*
2F06 Bob Hinterlong, *Treasurer*

June 7, 2004

VIA FACSIMILE

The Hon. Charles A. Burger
Chairman, Alcoholic Beverage Control Board
801 North Capitol Street, N.E.
Washington, DC 20002

**Re: Carriage House LLC d/b/a Green Lantern, 1335 Green Court, N.W.
License Class CN, Amendment of Voluntary Agreement**

Dear Mr. Chairman and Members of the Board:

At its publicly-noticed meeting on June 2, 2004, and with a quorum present, Advisory Neighborhood Commission 2F ("ANC") voted unanimously (6-0-0) to approve the request of Carriage House LLC d/b/a Green Lantern located at 1335 Green Court, N.W. for an amendment of its October 3, 2001 Voluntary Agreement with the ANC and Thomas House.

Enclosed please find a new Voluntary Agreement, which supercedes the 2001 Agreement. The new Agreement permits a substantial change to the license allowing the Applicant to provide a limited dance floor for its patrons (as provided in ¶ 6). In all other respects, the Agreement remains substantively unchanged. Thomas House, which was also a party to the 2001 Agreement, has approved and signed the new Agreement.

The ANC respectfully requests that the Board grant the Applicants request for a substantial change in its operations to permit dancing subject to the terms and conditions of the enclosed Voluntary Agreement, and that the Applicant's license be conditioned on continuing compliance with the terms of the Agreement.

Thank you for according great weight to our views.

Sincerely,

Cary Silverman
Chairperson, ANC 2F

cc: John Colameco, President, Carriage House LLC