

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

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)	
)	

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.

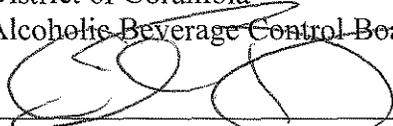
Carriage House, LLC
t/a Green Lantern/Tool Shed
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Accordingly, it is this 11th day of May 2011, **ORDERED** that:

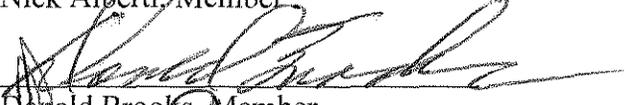
1. Carriage House, LLC, t/a Green Lantern/Tool Shed, Applicant for the renewal of its Retailer's Class CN License, located at 1335 Green Court, N.W., Washington, D.C., is **GRANTED**;
2. The Protests of the Group of Five or More Individuals in this matter is hereby **WITHDRAWN**;
3. The above-referenced 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
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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.

DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE
REGULATION ADMINISTRATION

VOLUNTARY AGREEMENT

DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE
REGULATION ADMINISTRATION

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

DISTRICT OF COLUMBIA
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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.

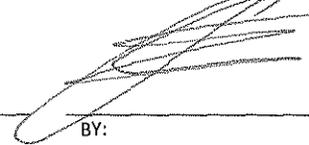
Licensee:

The Carriage House, LLC.


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

PROTESTANTS:

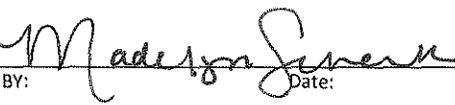
1331 L Street Holdings, LLC


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

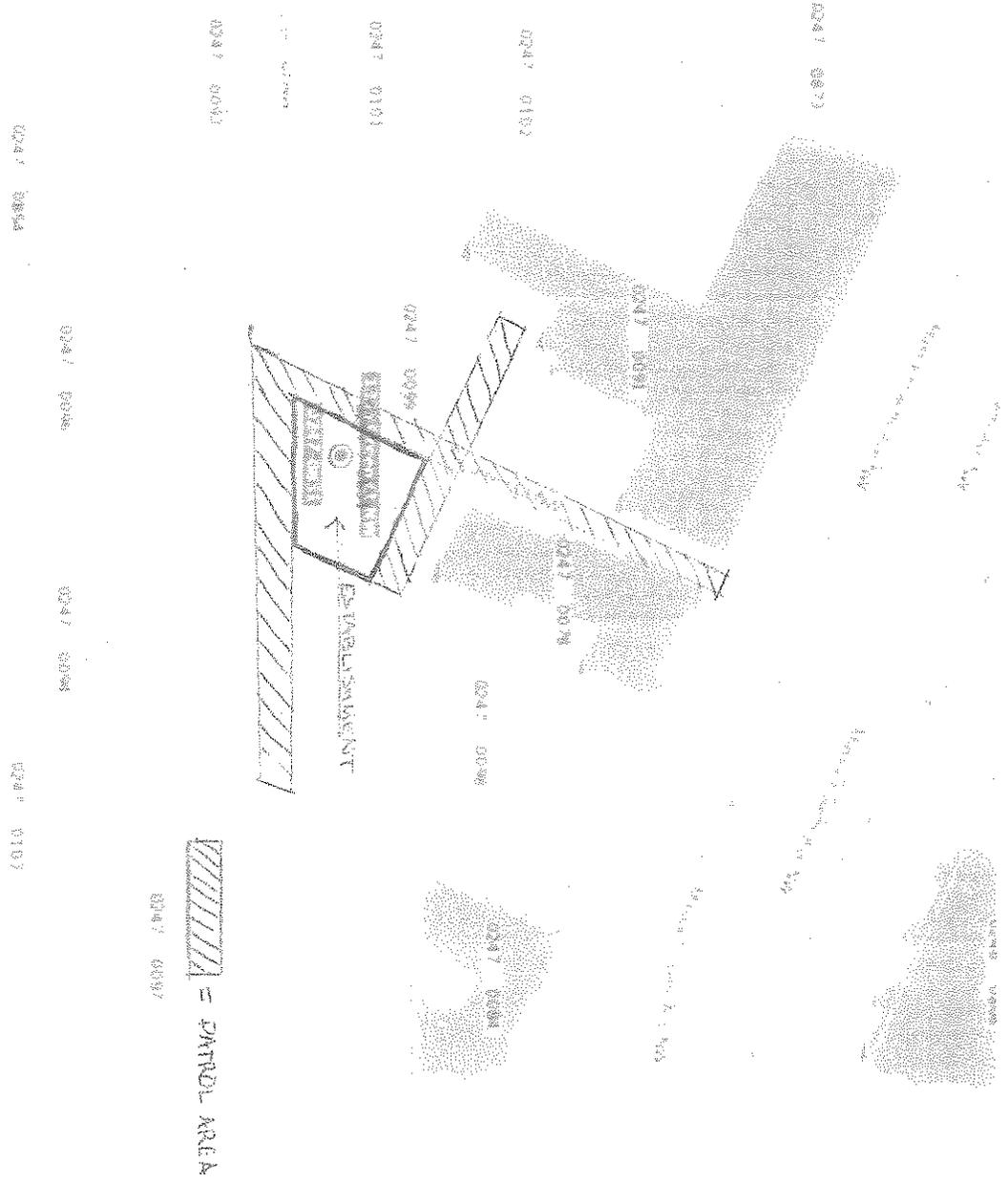
 4/22/11
BY: _____ Date: _____
Jared Kelly, Resident 1314 Massachusetts Ave., NW


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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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