

BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:

Carriage House, LLC
t/a Green Lantern

Application for a Retailer's
Class CN - new
at premises

1335 Green Court, NW
Washington, DC 20005

Case No. 21868-01/086P

David Stephens, Chair, Advisory Neighborhood Commission 2F (ANC 2F),
Leonard W. Smith, Jr., Executive Director, and Jessie Smith, Resident Counsel
President, on behalf of Thomas House
Protestants

John Colameco, President, Applicant

**BEFORE: RODERIC L. WOODSON, ESQUIRE, CHAIR
VERA M. ABBOTT, MEMBER
ELLEN OPPER-WEINER, ESQUIRE, MEMBER
CHARLES A. BURGER, MEMBER
JUDY A. MOY, MEMBER
AUDREY E. THOMPSON, MEMBER
LAURIE COLLINS, MEMBER**

ORDER ON WITHDRAWN PROTEST AND VOLUNTARY AGREEMENT

This matter, having been protested, was scheduled for a roll call hearing on October 3, 2001, in accordance with D.C. Code Section 25-115(c)(5) (1999 Supp.), providing for the protestants to be heard. The Board received a timely protest letter from David Stephens, Chair, ANC 2F, dated September 6, 2001 and Leonard W. Smith Jr., and Jessie Smith of Thomas House, dated September 13, 2001.

The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing, and has been properly executed and filed with the Board. Pursuant to the agreement, dated October 3, 2001, the protestants have agreed to withdraw the opposition, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

Carriage House, LLC
t/a Green Lantern
Page 2

Accordingly, it is this 10th day of October 2001, **ORDERED** that:

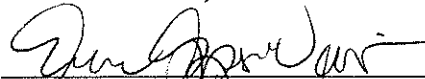
1. The opposition of David Stephens, Chair ANC 2F and Leonard W. Smith, Jr., and Jessie Smith of Thomas House, be, and the same hereby is **WITHDRAWN**;
2. The application of Carriage House, LLC, t/a Green Lantern, for a retailer's class CN license (new) at premises 1335 Green Court, NW, Washington, DC, 20005, be, and the same hereby, is **GRANTED**; and
3. The above-referenced agreement between the parties, be, and the same hereby is **INCORPORATED** and part of this **ORDER**; and;
4. Copies of this Order shall be sent to the Protestant and the Applicant.

DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL
BOARD

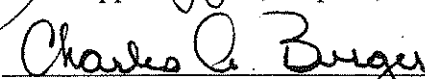


Roderic L. Woodson, Esquire, Chair

Vera M. Abbott, Member



Ellen Oppenheimer, Esquire, Member



Charles A. Burger, Member



Judy A. Moy, Member



Audrey E. Thompson, Member

Laurie Collins, Member

2001-10-4-004

**ALCOHOLIC BEVERAGE CONTROL
VOLUNTARY AGREEMENT**
Carriage House, LLC T/A Green Lantern
1335 Green Court, NW
Application Number: 21868
Retailer's License Class "CN" - New License

#21868

2001 OCT 4 PM 1 19

This Agreement is entered into on the 3rd day of October 2001 by and between Advisory Neighborhood Commission 2F ("ANC 2F") and Thomas House on behalf of the affected community ("Protestants") and Carriage House LLC ("Applicant").

WHEREAS, Applicant has applied for a Retailer's Class "CN" license at premises 1335 Green Court, NW, Washington, DC, Application no. 21868;

WHEREAS, Protestants have timely protested the issuance of Applicant's license; and

WHEREAS, the parties have agreed to enter into this Agreement and to request the Alcoholic Beverage Control Board to approve the Applicant's license application conditioned upon Applicant's compliance with the terms of this written 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, NW. 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 will 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 into 1314 or 1330 Massachusetts Avenue, NW.

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 the patrons to enter the premises from L Street, NW and not from the alley from

Massachusetts Avenue, NW. Applicant agrees that deliveries to the premises shall be made only to the L Street entrance, that all delivery vehicles shall be required to use the alley from L Street, NW, to and from the premises and that all deliveries will be restricted to the hours from 9:00 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 will 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 will also police the immediate alley daily for refuse and other materials and maintain a clean 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 shall not offer, create facilities for, or otherwise encourage or permit dancing by patrons or employees. 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, NW.

7. PARTICIPATION IN ANC MEETINGS. In order to maintain an open dialogue with the community and cooperatively address and control any problems association 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 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 or its ABC license by Applicant which has not been corrected after such thirty (30) days' notice shall constitute cause for seeking a Show Cause Order from the ABC Board. Any notices 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 this 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, NW
Washington, DC 20005
- b. If to ANC 2F, to: ANC 2F
P.O. Box 9348
Mid-City Station
Washington, DC 20005
- c. If to Thomas House, to: Leonard Smith
Executive Director, Thomas House
1330 Massachusetts Avenue, NW
Washington, DC 20005

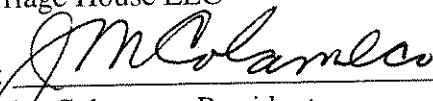
Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the Alcoholic Beverage Control Board.

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

WITNESS:


APPLICANT:

Carriage House LLC

By: 
John Colameco, President

PROTESTANT:

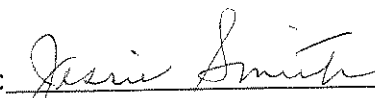
Advisory Neighborhood Commission 2F (ANC 2F)

By: 
David Stephens, Chair

PROTESTANT:

Thomas House

By: 
Leonard Smith, Executive Director

By: 
Jessie Smith, President
Residents Council

ABC. Copy 941108002
AN OFFERING OF
BAPTIST SENIOR ADULT MINISTRIES



CONTINUING CARE
RETIREMENT COMMUNITY

RECEIVED
DCRA/BRA
Nov 8 3 34 PM '94

VOLUNTARY AGREEMENT

AGREEMENT MADE THIS 5th day of Nov, 1994, by and
between GREEN COURT, INC., t/a THE GREEN LANTERN ("Applicant") and the
Thomas House Resident Council ("Protestant").

WITNESSETH:

WHEREAS, Applicant has applied to the District of Columbia Alcoholic Beverage
Control Board for the issuance of a Retailer's License Class C/T at premises 1335 Green
Court, N.W., Application No. 21868 (renewal); and

WHEREAS, Protestant has protested the Application, pursuant to the provisions
of Section 14 (b) of the District of Columbia Alcoholic Beverage Control Act; and

WHEREAS, the parties have agreed to enter into this Voluntary Agreement and to
request the Board to approve the issuance of Applicant's License Application, conditioned
upon Applicant's compliance with the terms of this written Agreement.

NOW, THEREFORE, in consideration of the Recitals set forth above, and the
mutual covenants and promises set forth below, the parties agree as follows:

1. The Recitals set forth above are incorporated herein by reference.
2. Applicant agrees that deliveries to the Premises shall be made only to the L
Street entrance, that all delivery vehicles shall be required to use the alley from L Street,
N.W., to and from the Premises and that all deliveries shall be restricted to the hours 9:00
a.m. to 5:00 p.m.
3. Applicant agrees that no trash shall be stored outside the Premises and that all
trash removal shall be accomplished between the hours and in the manner prescribed in
paragraph 2.

4. Applicant acknowledges its responsibilities for noise control pursuant to the provisions of 23 DCMR 905, a copy of which is attached hereto and incorporated by reference herein. In furtherance of its obligations for noise control, Applicant agrees to insulate the windows to the Premises against noise emanating from the premises.

5. 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., at 11:30 p.m., and one-half hour ^{after S.W.} ~~before~~ 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 and to assure that persons 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.

6. 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.

7. Applicant agrees that vehicles operated by employees or vehicles used for delivery or trash removal shall not park or stand on Protestant's property located at 1314 Massachusetts Avenue, N.W. and/or the property of the Thomas House, 1330 Massachusetts Avenue, N.W.

8. The Premises shall have no lighting affixed to the exterior of the Premises which shall reflect backwards into 1314 or 1330 Massachusetts Avenue, N.W.

9. Any advertising and all other directions to patrons of the Premises shall direct the patrons to enter the Premises from L Street and not from the alley from Massachusetts Avenue, N.W.

10. Protestant hereby withdraws his protest and joins with Applicant in requesting the ABC Board to accept this Agreement as a condition of the Applicant's License.

IN WITNESS THEREOF, the parties have set forth their hands and seals the day and year first above written.

WITNESS:

Keith Anderson

GREEN COURT, INC. t/a
THE GREEN LANTERN

By: Steven K. Weinstein
STEVEN Weinstein, V. PRES.

Evelyn J. Walters

PROTESTANT:

Leone I. Newkirk
Thomas House Resident Council