

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

In the Matter of:)
)
H&H, LLC)
t/a American Ice Company)
)
Applicant for a New)
Retailer's Class CT License)
at premises)
917 V Street, N.W.)
Washington, D.C. 20001)
)

Case No. 10-PRO-00095
License No. ABRA-084577
Order No. 2010-532

H&H, LLC, t/a American Ice Company ("Applicant")

E. Gail Anderson Holness, Chairperson, Advisory Neighborhood Commission ("ANC")
1B ("Protestant")

Susan Rodriguez, on behalf of A Group of Five or More Individuals ("Local Residents")

BEFORE: Charles Brodsky, Chairperson
Mital M. Gandhi, Member
Nick Alberti, Member
Donald Brooks, Member
Calvin Nophlin, Member
Mike Silverstein, Member

ORDER ON VOLUNTARY AGREEMENTS AND DISMISSAL OF PROTESTS

The official records of the Alcoholic Beverage Control Board ("Board") reflect that H&H, LLC, t/a American Ice Company ("Applicant"), filed an Application for a new Retailer's Class CT License located at 917 V Street, N.W., Washington D.C., and Chairperson E. Gail Anderson Holness, on behalf of ANC 1B have entered into a Voluntary Agreement, dated October 13, 2010, setting forth the terms and conditions that govern the operation of the Applicant's establishment. This Agreement also constitutes a withdrawal of the Protest filed by ANC 1B. The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant; Chairperson E. Gail Anderson Holness and Commissioner Peter Raia, on behalf of ANC 1B, are signatories to the Agreement.

The Board's official records also reflect that the Applicant and Susan Rodriguez, on behalf of Local Residents have entered into a separate Voluntary Agreement, dated October 19, 2010, that has also been reduced to writing and properly executed and filed

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with the Board. The Applicant and Susan Rodriguez, on behalf of Local Residents, are signatories to the Agreement.

The Board also notes that the Group of Five or More Individuals was dismissed as a Protestant for failure to file a timely Protest Information Form (PIF).

The Board is approving these two Agreements and notes that where there are differences between the two Agreements with regard to the terms and conditions, the Agreement with the more restrictive terms will govern.

Accordingly, it is this 3rd day of November 2010, **ORDERED** that:

1. The Application filed by H&H, LLC, t/a American Ice Company, for a new Retailer's Class CT license located at 917 V Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protests in this matter are hereby **DISMISSED**;
3. The above-referenced Voluntary Agreements submitted by the Applicant, ANC 1B, and Local Residents to govern the operations of the Applicant's establishment are **APPROVED** and **INCORPORATED** as part of this Order, except for the following modifications:

Section B (Safety & Security): The term "Protestants" in this Section shall be replaced with "Board."

Section B (Food and Alcohol Service): The term "Protestant" shall be replaced with "Board."

Section D (Transferability): This Section shall be removed.

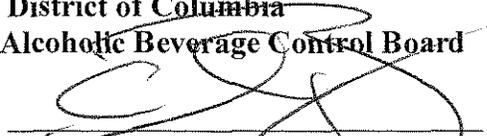
Section H (Modification of Voluntary Agreement): This Section shall be modified as follows: "This agreement can be modified only by the ABC Board or by mutual agreement of the parties with the approval of the ABC Board for acceptance and enforcement."

The parties agreed to these modifications.

4. Copies of this Order shall be sent to the Applicant, ANC 1B, and Susan Rodriguez, on behalf of Local Residents.

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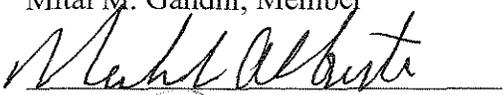
**District of Columbia
Alcoholic Beverage Control Board**



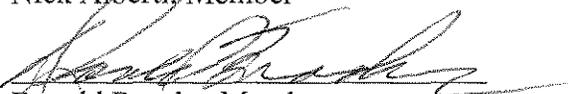
Charles Brodsky, Chairperson



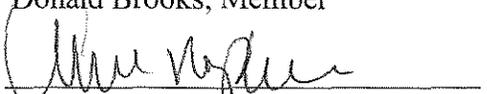
Mital M. Gandhi, Member



Nick Alberti, Member



Donald Brooks, Member



Calvin Nophlin, Member



Mike Silverstein, 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, 1250 U Street, N.W., 3rd Floor, Washington, D.C. 20009.

Voluntary Agreement Concerning Issuance of License
084577 to American Ice Company

DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE
REGULATION AND ADMINISTRATION
2010 OCT 18 P 3:20



THIS AGREEMENT made and entered into this 13th day of October 2010, by and between American Ice Company LLC (Applicant) and ANC1B (Protestant) witnesses:

Whereas Applicant has filed application 76166 with the District of Columbia Alcoholic Beverage Control Board (ABC Board) for a new class CT01 license for premises to be known as American Ice Company, and to be located at 917 V Street NW, Washington, DC 20009 (premises).

Whereas Protestant has filed before the ABC Board a protest opposing the granting of this application;

Whereas in recognition of the ABC Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching voluntary agreements, by their signatures below, the parties hereto desire to enter into a voluntary agreement whereby (1) Applicant will agree to adopt certain measures to address Protestant's concerns and to include this agreement as a formal condition of its application, and (2) Protestant will agree to the issuance of the new license and withdraw its protest provided that such an agreement is incorporated into the ABC Board's order issuing the license, which license is conditioned upon compliance with this agreement;

Whereas Applicant has recently taken or intends to take certain measures designed to ameliorate Protestant's concerns;

In consideration of the mutual covenants and undertakings memorialized herein, the Applicant and Protestants hereby agree as follows:

A. NOISE. Applicant acknowledges familiarity with and will comply with noise-control provisions of the District of Columbia law and regulations, including preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with DCMR 905. Live music will conclude thirty minutes prior to closing. No Amplified music will be played in summer garden, and applicant will regularly monitor to assure no impact on nearby residents. The rear door will remain closed while amplified music is being played inside past 9pm. The Applicant agrees to restrict all events to those run by the restaurant and will not contract the restaurant for any special events to be operated by an outside contractor. Applicant agrees to implement sound suppression measures that will mitigate any noise from this tavern and summer garden that may be heard in surrounding resident's homes, and will use decibel-metering systems to monitor noise levels.

B. SAFETY & SECURITY. Applicant agrees to provide a security plan for inclusion in ABC Board and Protestants files.

B. FOOD AND ALCOHOL SERVICE. Law of the license assigned will permit applicant inside hours. Summer Garden food and beverage table service hours will not exceed 1AM 7 days a week. Summer garden after 1:00 am may remain open for patrons. Patrons may consume food and beverage in the Summer Garden until closing but waitress service will cease at 1:00 AM. Applicant agrees that the establishment will be shut down and completely vacated, except for routine maintenance and clean-up by closing time each night. Applicant agrees that there will be no after-hours activities in the establishment. Applicant will not change hours of operations without the express written consent of Protestant.

C. TRASH/GARBAGE/RODENTS. Applicant shall maintain trash/garbage removal service at least three times weekly and see that the trash and dumpster area remains clean. Applicant shall deposit trash and garbage only in rodent-proof dumpsters and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant will work towards solutions removing dumpsters and grease barrels from public space on site and collectively in surrounding block. Applicant will make every reasonable effort to eliminate accessible food sources for rodents and eliminate the rat population. Applicant will have professional extermination services or provide them as needed. Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the dumpster nor dispose of them down the sink. Applicant shall request that its trash and recycling contractors pick trash and materials no earlier than 9:00am and no later than 5:00PM. Recycles will not be dumped after 9:00 pm.

D. CAPACITY. Applicant shall at all times adhere to its occupancy limit as specified in its Certificate of Occupancy Permit, which shall remain posted in public view at all times. Applicant shall post a conspicuous sign at each exit advising patrons of the residential neighborhood and the necessity of quiet departure. Applicant will take necessary steps to control the noise generated by the operation of any outdoor space to avoid disturbing nearby residents.

E. PARKING. Applicant will encourage transit use, and will direct patrons to use nearby public parking facilities rather than parking on residential streets.

F. SIGNAGE/PUBLICITY. Signage shall be coordinated and approved by DC Historic Preservation Office. Applicant agrees that there will be no alcohol advertisements visible through the windows of this establishment. In all signs and advertisements, Applicant shall emphasize food over alcoholic beverages.

G. TRANSFERABILITY. Applicant shall provide Protestant with forty-five (45) days notice of intent to transfer the Class CT license for premises.

H. MODIFICATION OF VOLUNTRTY AGREEMENT. This agreement can be modified only by mutual agreement of the parties with the approval of the ABC Board for acceptance and enforcement.

I. BINDING EFFECT. This Voluntary Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant during the term of the license to which this Voluntary Agreement applies.

J. NOTICE AND OPPORTUNITY TO CURE. In the event that any of the parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within thirty days of the date of such notice. If Applicant or the licensee fails to cure within the thirty day period (or, with respect to a breach which reasonably requires more than thirty days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to DC Official Code 25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt.

If to Applicant: American Ice Company, 917 V Street NW, Washington, DC 20009

If to Protestant: ANC1B, PO Box 73710, Washington, DC 20056

Wherefore, by the signing of the representatives of Applicant and Protestant, Applicant hereby agrees to aforementioned covenants and Protestants agrees to the issuance of the Class CT license to Applicant, and withdraws its protest, provided that this agreement is incorporated into the ABC Board's order issuing a Class CT license, the issuance of which is conditioned upon compliance with the Voluntary Agreement.

[Signature]

Ian Hiron, American
10a company

[Signature]
Chairman, ANC1B

[Signature]
Commissioner ANC1B02

Accordingly, on this ^{15th} ~~1st~~ day of *October* 2010 it is ordered that the Voluntary Agreement between Applicant and Protestant is incorporated into the ABC Board's order issuing Applicant an amended Class CT license.

Voluntary Agreement Concerning Issuance of License
084577 to American Ice Company

THIS AGREEMENT made and entered into this 19th day of October 2010, by and between American Ice Company LLC (Applicant) and ~~the Rhapsody~~ ^{Local 5th I.A.} residents (Protestant) witnesses:

Whereas Applicant has filed application 76166 with the District of Columbia Alcoholic Beverage Control Board (ABC Board) for a new class CT01 license for premises to be known as American Ice Company, and to be located at 917 V Street NW, Washington, DC 20009 (premises).

Whereas Protestant has filed before the ABC Board a protest opposing the granting of this application;

Whereas in recognition of the ABC Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching voluntary agreements, by their signatures below, the parties hereto desire to enter into a voluntary agreement whereby (1) Applicant will agree to adopt certain measures to address Protestant's concerns and to include this agreement as a formal condition of its application, and (2) Protestant will agree to the issuance of the new license and withdraw its protest provided that such an agreement is incorporated into the ABC Board's order issuing the license, which license is conditioned upon compliance with this agreement;

Whereas Applicant has recently taken or intends to take certain measures designed to ameliorate Protestant's concerns;

In consideration of the mutual covenants and undertakings memorialized herein, the Applicant and Protestants hereby agree as follows:

A. NOISE. Applicant acknowledges familiarity with and will comply with noise-control provisions of the District of Columbia law and regulations, including preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with DCMR 905. Live music will conclude thirty minutes prior to closing. No Amplified music will be played in summer garden, and applicant will regularly monitor to assure no impact on nearby residents. The rear door will remain closed past 9 pm. The Applicant agrees to restrict all events to those run by the restaurant and will not contract the restaurant for any special events to be operated by an outside contractor. Applicant agrees to implement sound suppression measures that will mitigate any noise from this tavern and summer garden that may be heard in surrounding resident's homes, and will use decibel-metering systems to monitor noise levels.

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C. TRASH/GARBAGE/RODENTS. Applicant shall maintain trash/garbage removal service at least three times weekly and see that the trash and dumpster area remains clean. Applicant shall deposit trash and garbage only in rodent-proof dumpsters and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant will work towards solutions removing dumpsters and grease barrels from public space on site and collectively in surrounding block. Applicant will make every reasonable effort to eliminate accessible food sources for rodents and eliminate the rat population. Applicant will have professional extermination services or provide them as needed. Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the dumpster nor dispose of them down the sink. Applicant shall request that its trash and recycling contractors pick trash and materials no earlier than 11:00 am and no later than 5:00PM. Recycles will not be dumped after 9:00 pm.

D. CAPACITY. Applicant shall at all times adhere to its occupancy limit as specified in its Certificate of Occupancy Permit, which shall remain posted in public view at all times. Applicant shall post a conspicuous sign at each exit advising patrons of the residential neighborhood and the necessity of quiet departure. Applicant will take necessary steps to control the noise generated by the operation of any outdoor space to avoid disturbing nearby residents.

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H. MODIFICATION OF VOLUNTRARY AGREEMENT. This agreement can be modified only by mutual agreement of the parties with the approval of the ABC Board for acceptance and enforcement.

I. BINDING EFFECT. This Voluntary Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant during the term of the license to which this Voluntary Agreement applies.

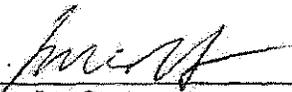
J. NOTICE AND OPPORTUNITY TO CURE. In the event that any of the parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within thirty days of the date of such notice. If Applicant or the licensee fails to cure within the thirty day period (or, with respect to a breach which reasonably requires more than thirty days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to DC Official Code 25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt.

If to Applicant: American Ice Company, 917 V Street NW, Washington, DC 20001

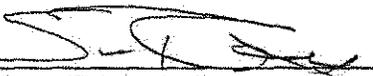
If to Protestant: ~~Rhapsody~~ residents, 2120 Vermont Ave. NW, Washington, DC 20001
Local

SP
I.H.

Wherefore, by the signing of the representatives of Applicant and Protestant, Applicant hereby agrees to aforementioned covenants and Protestants agrees to the issuance of the Class CT license to Applicant, and withdraws its protest, provided that this agreement is incorporated into the ABC Board's order issuing a Class CT license, the issuance of which is conditioned upon compliance with the Voluntary Agreement.



American Ice Company
(Ian Hilton, managing Member)



Local Residents (Protestant)
(Susana Rodriguez, Representative)

Accordingly, on this 1st day of October 2010 it is ordered that the Voluntary Agreement between Applicant and Protestant is incorporated into the ABC Board's order issuing Applicant an amended Class CT license.