

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

**In the Matter of:**

NY Yard, LLC  
t/a Hatoba

Applicant for a New  
Retailer's Class CR License

at premises  
300 Tingey Street, SE  
Washington, D.C. 20003

License No.: ABRA-112012  
Order No.: 2018-742

NY Yard, LLC, t/a Hatoba, Applicant

Meredith Fascett and Dr. Coralie Farlee, on behalf of Advisory Neighborhood Commission (ANC) 6D

**BEFORE:** Donovan Anderson, Chairperson  
Nick Alberti, Member  
Mike Silverstein, Member  
James Short, Member  
Bobby Cato, Member  
Rema Wahabzadah, Member

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**ORDER ON COOPERATIVE AGREEMENT**

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The official records of the Alcoholic Beverage Control Board (Board) reflect that NY Yard, LLC, t/a Hatoba, Applicant for a new Retailer's Class CR License, located at 300 Tingey Street, SE, Washington, D.C., and ANC 6D have entered into a Cooperative Agreement (Agreement), dated November 19, 2018, that governs 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 Chairperson Meredith Fascett and Dr. Coralie Farlee, on behalf of ANC 6D, are signatories to the Agreement.

Accordingly, it is this 12th day of December, 2018, **ORDERED** that:

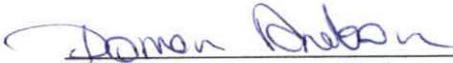
1. The above-referenced Cooperative Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

Section 2 (Nature of the Business) – The language “The Applicant will manage and operate an Establishment serving spirits, wine, and beer, offering Japanese food” shall be replaced with the language “The Applicant will manage a full-service restaurant serving hot and cold food items, spirits, wine, and beer.”

The parties have agreed to this modification.

2. Copies of this Order shall be sent to the Applicant and ANC 6D.

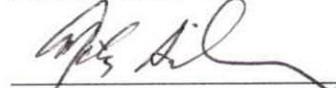
District of Columbia  
Alcoholic Beverage Control Board



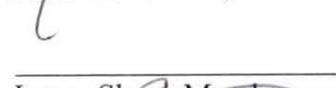
Donovan Anderson, Chairperson



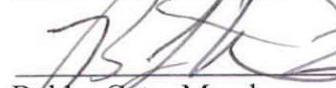
Nick Alberti, Member



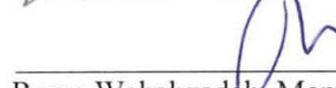
Mike Silverstein, Member



James Short, Member



Bobby Cato, Member



Rema Wahabzadah, Member

Pursuant to D.C. Official Code § 25-433(d)(1), 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, 2000 14<sup>th</sup> Street, N.W., Suite 400S, Washington, DC 20009.

Also, pursuant to section 11 of the District of Columbia Administrative Procedure Act, Pub. L. 90-614, 82 Stat. 1209, D.C. Official Code §2-510 (2001), and Rule 15 of the District of Columbia Court of Appeals, any party adversely affected has the right to appeal this Order by filing a petition for review, within thirty (30) days of the date of service of this Order, with the District of Columbia Court of Appeals, 430 E Street, N.W., Washington, D.C. 20001; (202/879-1010). However, the timely filing of a Motion for Reconsideration pursuant to 23 DCMR §1719.1 (2008) stays the time for filing a petition for review in the District of Columbia Court of Appeals until the Board rules on the motion. See D.C. App. Rule 15(b) (2004).

★ ★ ★ **Advisory Neighborhood  
Commission 6D**

11014<sup>th</sup> Street SW, Suite W130, Washington, DC 20024  
ANC Office: 202 554-1795 ■ FAX: 202 554-1774  
[office@anc6d.org](mailto:office@anc6d.org)

## COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement") is made on this 19<sup>th</sup> day of November 2018 by and between NV Yard LLC t/a Hatoba ("Applicant"), at 300 Tingey Street, SE, License # 112012 and Advisory Neighborhood Commission 6D ("the ANC"), (collectively, the "Parties").

### **PREAMBLE**

Through this agreement both parties aim to create an environment in which the Applicant may operate as a viable contributing establishment in the ANC6D community.

### **WITNESSETH**

WHEREAS, Applicant has applied for a License Class CR for a business establishment ("Establishment") serving spirits, wine, and beer and in an indoor space, with no endorsements and one summer garden located at 300 Tingey Street, SE, Washington, D.C. 20003 ("Premises"); and

WHEREAS, the Applicant agrees to work regularly with ANC6D and its representatives, other neighborhood organizations, and residents to ensure that the business operations facilitate the enjoyment of the surrounding neighborhood; and

WHEREAS, in lieu of a protest filing by the ANC, the Parties are desirous of entering into a Cooperative Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect of the Establishment within the ANC on (1) peace, order, and quiet, including the noise and litter provisions set forth in §§ 25-725 and 25-726; and (2) residential parking needs and vehicular and pedestrian safety, and to eliminate the need for a Protest Hearing regarding the license application; and

WHEREAS, all parties believe that the statements and provisions contained in this agreement are reasonable and shall become wholly integrated into the day-to-day operation of the Establishment. The Parties agree that any change in operations is considered of great concern to the community which they may bring to the attention of the ABC Board. The Parties acknowledge that any change in operations requires prior approval by the ABC Board; and

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board ("ABC Board") approve the Applicant's license application conditioned upon the Applicant's compliance with the terms of this written Agreement; and

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the Parties agree as follows:

*Recitals Incorporated.* The recitals set forth above are incorporated herein by reference.

2. **Nature of the Business.** The Applicant will manage and operate an Establishment serving spirits, wine, and beer, offering Japanese food, with one Summer Garden immediately adjacent to the building with hours as described in #3, below. There may be prerecorded music inside. There shall be no entertainment, dancing, or cover charge endorsements. There shall be no live or prerecorded music in or piped to the summer garden. Establishment shall not participate in pub crawls. The Establishment shall have no flashing or billboard-type lights. The applicant shall not knowingly permit containers containing alcohol served by the applicant to leave the establishment excepting food and beverages packaged to go.
  
3. **Hours of Operation and Sales.**  
The Applicant's hours of operation indoors shall not exceed:  
    Sunday through Thursday: 10:00 a.m. to 2:00 a.m.  
    Friday and Saturday: 10:00 a.m. to 3:00a.m.  
The Applicant's hours of sales, service, and consumption indoors shall not exceed: Sunday through Thursday: 11:00 a.m. to 2:00 a.m., and  
    Friday and Saturday: 11:00 a.m. to 3:00 a.m.  
The Applicant's hours of operation, and sales, service, and consumption in the Summer Garden shall not exceed:  
    Sunday through Saturday: 11:00 a.m. to 11:00 p.m.
  
4. **Floors Utilized and Occupancy.** The Applicant will operate its establishment on the first floor of the building as well as in one summer garden which is immediately adjacent to the building. Occupancy by patrons shall be limited to the first floor of the interior of the Premises and the summer garden. The Certificate of Occupancy will state the seating and occupant load; however, the Establishment will not exceed a total occupancy of 155, with the seating capacity of the indoor space 110 and the capacity of the summer garden 45 seats. There shall be no endorsements.
  
5. **Summer Garden.** The Summer Garden shall be delineated by using fencing or other means to separate the summer garden from the public walkway. The Applicant shall ensure a minimum pedestrian walkway of eight (8) feet and shall ensure that all furniture, fixtures, equipment, or other property of the Establishment or property belonging to patrons is contained within the summer garden area and does not extend into the pedestrian walkway. There shall be no music piped to or originating in the summer garden.
  
6. **Parking Arrangements.** It is a concern of the ANC that the Applicant's operation of the Establishment does not create or exacerbate parking problems within the ANC. The Applicant shall notify patrons (through a website or other means) that there is limited parking in the vicinity and shall provide information about public transportation.
  
7. **Noise and Privacy.** Applicant shall strictly comply with D.C. Official Code § 25-725 and to that end shall use various means including making architectural

improvements to the property and take all necessary actions and mitigation efforts to ensure that music, noise and vibration from the Establishment are not audible in any residential premises.

Applicant shall inform its patrons by signage or other means that upon exiting the Establishment and walking through the neighborhood the provisions of the "Noise at Night" law prohibit persons from making "unreasonably loud noise between the hours of 10 pm and 7 am that are likely to annoy or disturb one or more persons in their residences."

Applicant shall receive all deliveries of food, beverages, and supplies during hours between 7:00 a.m. and 7:00 p.m. Mondays to Saturdays. No deliveries excepting fresh bread products shall be made on Sundays.

8. **Public Space and Trash.** The Applicant shall participate in the building's trash removal and storage program. Trash and dumpster areas maintained by the Applicant shall be kept clean. The Applicant shall enclose its dumpsters and keep dumpster lids tightly closed and incapable of being entered by rodents, in order to limit odors and help control pest and rodent population. Applicant shall ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and so that no garbage is placed on the abutting property. Applicant will provide for the proper (recyclable) removal of grease and oils and will not deposit these substances for removal in dumpsters or trash cans. Applicant will contract for regular rodent and pest (insect) abatement. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there are not garbage and odors present the following morning.
9. **Security Cooperation in Stenning Illegal Drugs and Public Drinking.** Applicant shall take all necessary steps to minimize problems of illegal drugs and public drinking, including, at all times a trained employee on site, without limitation, designating a sufficient number of employees to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; monitoring for and prohibiting sales or use of illegal drugs within or about the Premises, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises.

Applicant shall have sufficient number of recording cameras of good photographic quality to cover all areas where alcoholic beverages are sold and served. If the applicant is responsible for the video surveillance equipment, the Applicant shall maintain the security cameras and (a) ensure the cameras are operational; (b) maintain footage for a minimum of 30 days, and (c) make the security footage available within 48 hours upon the request of ABRA or the Metropolitan Police Department. This information shall be made available to representatives of ABRA and/or MPD as requested.

- 9. **License Ownership and Compliance with ABRA Regulations.** Applicant promises to the ANC that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor Applicants, and agrees that the ANC shall have standing to ask the ABC Board to enforce any violations of the agreement.
- 10. **Participation in the Community.** Applicant agrees to seek to maintain open communication with the ANC and the community for which the ANC acts.
- 11. **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 30 days of the date of such notice. If Applicant or the Applicant fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30-days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for filing a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(e).

If to Applicant: NV YARD LLC t/a Hatoba  
300 Tingey Street, SE  
Washington, DC 20003  
Attn: Yama Jewayni  
Phone: 202 258-4427  
e-mail: [yjewayni@gmail.com](mailto:yjewayni@gmail.com)

If to The ANC Advisory Neighborhood Commission 6D  
1101 4<sup>th</sup> Street, SW, Suite W130  
Washington, DC 20024  
Attn: Chair, ANC  
Phone: (202) 202 554-1795  
e-mail: [office@ANC6D.org](mailto:office@ANC6D.org)

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 or any other enforcement action.

- 12. **No Protest.** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, and in reliance thereupon, the ANC shall refrain from filing a protest of the Applicant's pending change to its license class.

The ANC:

APPLICANT:

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|---|--|
| Chair, ANC6D  | NV YARD LLC t/a Hatoba   |
| <i>Meredith Fascett</i> 12/3/18<br>Meredith Fascett, SMD07<br>Chair, ABC Committee, ANC6D<br>Date | By: <i>Yama Jewayni</i> 12/1/18<br>Yama Jewayni, President<br>Date |
| <i>Coralie Farlee</i> 12/1/18<br>Coralie Farlee<br>Date   |  |