

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

In the Matter of:)	
Nando's of Tenleytown, LLC)	
t/a Nando's Peri Peri)	
Applicant for a New)	License No. ABRA-092041
Retailer's Class CR License)	Order No. 2013-427
at premises)	
4231 Wisconsin Avenue, N.W.)	
Washington, D.C. 20016)	
)	

Nando's of Tenleytown, LLC, t/a Nando's Peri Peri (Applicant)

Jonathan Bender, Chairperson, Advisory Neighborhood Commission (ANC) 3E

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Mike Silverstein, Member
Herman Jones, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Nando's of Tenleytown, LLC, t/a Nando's Peri Peri, Applicant for a new Retailer's Class CR license, located at 4231 Wisconsin Avenue, N.W., Washington, D.C., and ANC 3E have entered into a Settlement Agreement (Agreement), signed on May 13, 2013, 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 Jonathan Bender, on behalf of ANC 3E, are signatories to the Agreement.

Accordingly, it is this 2nd day of October, 2013, **ORDERED** that:

1. The above-referenced Settlement 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 modifications:

Section 1 – The following sentence shall be modified to read as follows: “Applicant shall operate at the premises a “Nando’s Peri Peri” food establishment and operate the establishment in a manner consistent with its other operations in the Washington, D.C. metropolitan area, including those in the District of Columbia located at 819 7th Street, NW and 1210 18th Street, NW.”

Section 6 – The following language shall be removed: "Other than the sign permitted by the District of Columbia above its establishment, Applicant may display small signs, no larger than two feet by three feet, advertising food specials only.”

Section 10 shall be removed.

Section 12 – The following sentence shall be modified to read as follows: “Applicant shall ensure that its trash is removed in a timely manner and its trash receptacles remain closed and free of vermin at all times.”

Section 15 shall be removed.

The parties have agreed to these modifications.

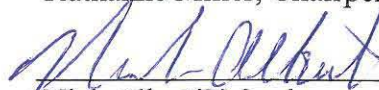
2. Copies of this Order shall be sent to the Applicant and ANC 3E.

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District of Columbia
Alcoholic Beverage Control Board



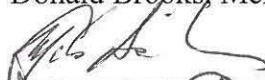
Ruthanne Miller, Chairperson



Nick Alberti, Member



Donald Brooks, Member



Mike Silverstein, Member



Herman Jones, Member

Pursuant to D.C. Official Code § 25-433, 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 14th Street, N.W., Suite 400S, Washington, DC 20009.

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT (the "Agreement") is made this 13 day of May, 2013, by and between Nando's of Tenleytown LLC t/a/ Nando's Peri Peri, a District of Columbia limited liability company, ("Applicant") and Advisory Neighborhood Commission 3E ("ANC").

WHEREAS, pending before the District of Columbia Alcoholic Beverage Control Board (the "Board") is Applicant's application for a Retailer Class CR Restaurant liquor license for premises at 4231-33 Wisconsin Ave., NW, Washington, D.C.; and

WHEREAS, Applicant and the ANC have agreed to enter into this Agreement and request the Board to approve the issuance of the license, conditioned upon Applicant's compliance with the terms and conditions of this Agreement.

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

1. Applicant shall operate at the premises a "Nando's Peri Peri" food establishment, offering fast casual dining, and operate the establishment in a manner consistent with its other operations in the Washington, D.C. metropolitan area, including those in the District of Columbia located at 819 7th Street, NW and 1210 18th Street, NW.
2. The restaurant shall have a maximum of 90 seats inside, and 60 outside in the café area for the exclusive use of dining patrons.
3. Applicant's hours of operation will be 11:00 a.m. to 11:00 p.m. Sunday through Thursday, and 11:00 a.m. to 12 a.m. Friday and Saturday.
4. Applicant shall offer food service to its patrons at all times that it is open.
5. In addition to on-premises dining, Applicant plans to have take-out food available, but will not provide alcoholic beverages on a take-out basis.
6. Other than the sign permitted by the District of Columbia above its establishment, Applicant shall display small signs, no larger than two feet by three feet, advertising food specials only.
7. Applicant may provide soft live or recorded music as background music for dining inside and out, but said music must not be audible across 39th Street, NW that fronts the rear of the premises.
8. Applicant will make sure that the area surrounding the exterior of the premises is clean, that the trash is properly disposed of and that the general appearance of the premises is in good order.

9. Subject to first having received approval from the Public Space Administration of the DC Department of Transportation, as and to the extent the same may be required to permit installation, Applicant will install an attractive and natural vegetative screening consisting of planters of varying sizes, containing shrubs, small trees and flowers, such screening to be located on the lot on which the premises is located, and shall be placed along the face of and outside of that portion of an outdoor café area facing 39th Street, NW. After installation, Applicant will maintain that vegetative screening in good condition.

10. Applicant will lend support to and assist the ANC in its efforts to seek approval from the National Park Service ("NPS") to permit the community to beautify and permit community use of an underutilized U.S. reservation, Reservation No. 477, located across Veazey Street, NW, from the premises, and should NPS consent to the community's beautification of the reservation for community use, then Applicant agrees to participate in planning any proposed beautification project of the reservation and to make a contribution of \$5,000.00 toward implementation of any approved beautification project.

11. Applicant will seek to maximize the use of green technologies, surfaces, and furnishings in the construction and design of its establishment, and subsequently in its operation of the premises.

12. Applicant shall comply with the Civil Infractions Act and the Litter Control Law. Applicant shall work with surrounding businesses to ensure that its trash is removed in a timely manner and its trash receptacles remain closed and free of vermin at all times. Applicant will limit noise after closing when depositing trash and bottles in receptacles.

13. Applicant shall maintain its ventilation system in proper working order.

14. Applicant will be replacing and shall relocated air conditioning mechanical equipment from the grade at the rear of the premises fronting on 39th Street, NW and will be locating new air conditioning equipment servicing the premises on the roof of building. Applicant shall also comply with Section 5(d)(3) of the D.C. Noise Control Act as it pertains to businesses and ensure that noise from all mechanical equipment (air conditioning, refrigerator, heat pump, fan, or other) shall be prohibited in excess of (60) dBa when measured at the property line or as close to the property line as practical if there is an obstruction.

15. Any contemplated changes to Applicant's operations will be brought to the attention of the ANC prior to implementation and will be implemented only after ANC approval.

16. If the ANC learns of a violation of the provisions of this Agreement, Applicant shall be notified in writing. Any notices required to be given under this Agreement shall be in writing and mailed by certified mail or hand delivered to the other parties to this Agreement. Notice is to be given as follows:

If to Applicant:

c/o 819 7th Street, NW

2nd Floor
Washington, DC 20001
Attn: Managing Director/Senior Vice President

If to ANC:

ANC 3E
c/o Lisner Home, Suite #219
Washington, DC 20016

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year stated below:

APPLICANT:

~~Nando's of Tenleytown, LLC~~

By: 

Print Name: C. Burton Heiss

Title: Manager

Date Signed: 5-13-2013

ANC 3E

By: 

Print Name: Jonathan Bender

Title: Chair

Date Signed: 5/31/17