



LAWRENCEVILLE UNITED

A Resident Driven Organization

January 2, 2012

Faith S. Diehl, Esquire
Chief Counsel
PA Liquor Control Board
Northwest Office Building
Capital at Forster Streets
Harrisburg, PA 17124

Re: Proposed form of Conditional Licensing Agreement

License: Liquor License No. R- 453, LID 66888

Applicant: Franktuary Lawrenceville, LLC

Dear Ms. Diehl:

I submit with this letter for the Board's consideration a proposed form of Conditional Licensing Agreement jointly endorsed by Lawrenceville United and the Applicant, Franktuary Lawrenceville, LLC, with respect to the proposed transfer of Restaurant Liquor License no. R-453, LID 66888.

Lawrenceville United is a community organization, which represents the residents and business owners of the Lawrenceville neighborhood of Pittsburgh. Lawrenceville United and its constituent members have legitimate concerns over the potential consequences of irresponsibly operated licensed liquor establishments in the community. In an effort to encourage and attract responsible owners and operators of licensed establishments, Lawrenceville United facilitates meetings between prospective licensees and the community to discuss and address the legitimate concerns of those residents and business owners likely to be affected by the proposed establishment.

As a result of these meetings, the owner and community members have developed a shared understanding of the business practices and licensing conditions that will ensure a cooperative and mutually beneficial relationship between the licensed establishment and the surrounding community. Through this cooperative process, Lawrenceville United and the Applicant seek to avoid the need for intervention and protest in the license transfer process. As you know, the only statutory procedure by which affected community members may seek to formally be heard by the LCB is through petition to intervene. Lawrenceville United and its constituents applaud the Applicant's cooperation and willingness to hear and address the community's concerns, and certainly do not wish to in anyway impede the opening of their business. To the contrary, the Applicant has demonstrated that it is exactly the type of business Lawrenceville looks to attract and will no doubt be a good neighbor. Thus, rather than seek to intervene or protest the transfer, Lawrenceville United, in conjunction with the Applicant, request that the Board accept the enclosed Conditional Licensing Agreement and make it a part of the Applicant's license. With the adoption of the CLA, and the expressed commitment to adhere to the principals set forth therein, Lawrenceville United wholeheartedly supports the Applicant and requests that the Board grant the transfer application.

Very truly yours,

Lauren Byrne
Executive Director, Lawrenceville United

CONDITIONAL LICENSING AGREEMENT

This Conditional Licensing Agreement ("Agreement") is made between the Commonwealth of Pennsylvania, Pennsylvania Liquor Control Board ("Board"), located at Capital and Forster Streets, Harrisburg, Pennsylvania 17124 and Franktuary Lawrenceville, LLC t/a Franktuary ("Franktuary") holder of Restaurant Liquor License No. R- 453, LID 66888, for premises located at 3810 Butler Street, Pittsburgh, Pennsylvania 15201. The Board and Franktuary stipulate to the following:

1. Franktuary has filed an application for a double transfer of Restaurant Liquor License No. R- 453, LID 66888.

2. The Board and Franktuary agree that the following conditions be placed on Restaurant Liquor License No. R-453 (LID 66888) while in use at 3810 Butler Street, Pittsburgh, PA 15201:
 - a. Franktuary shall advise Lawrenceville United in advance of any proposed changes in ownership or management, and timely respond to requests for information regarding the proposed new owners or management personnel.
 - b. Franktuary shall remain compliant with the Responsible Alcohol Management provisions of the Liquor Code including, but not limited to:
 1. New employee orientation;
 2. Training for alcohol service personnel;
 3. Manager/owner training;

4. Displaying of responsible alcohol service signage; and

5. A certification compliance inspection by a representative of the Board's Bureau of Alcohol Education; and new employees engaged in serving alcohol beverages or in admitting patrons to the licensed premises shall become compliant within 90 days of commencement of their employment.

c. Franktuary shall maintain incident reports or other documentation (using a Board-published incident report form or similar form) indicating the date and substance of all matters involving weapons or violence; involving ejection of a patron from the licensed premises; involving a visibly intoxicated patron (as reasonably adjudged by Franktuary); or requiring involvement by local police to address any problems at the licensed premises. The names of the individuals involved shall also be recorded, when possible. Such documentation shall be maintained by Franktuary for a period of two (2) years from the date of said incident and shall be made available upon request to law enforcement officials, as well as authorized representatives of Lawrenceville Corporation and/or Lawrenceville United.

d. Franktuary shall not serve "pitchers" of drinks involving wine or spirits or provide bottle service with respect to spirits to individuals. In each such case, the bottle "pitchers," shall be monitored. Franktuary shall not advertise bottle service. This provision shall not apply to catered events and shall not preclude Franktuary from selling bottles of wine, beer and/or champagne to its patrons.

- e. Franktuary shall not have a designated dance floor at the licensed premises. Franktuary shall not have live entertainment or disc jockeys more than once a week. Live entertainment will not utilize a p. a. system or any amplified sound. Franktuary shall document all sound reducing measures taken at the licensed premises and will operate according to all local sound ordinances.
- f. There will be no outside speakers or entertainment implemented at the business location. Inside speakers will never produce sound to reach a level that is outside of the local sound ordinance.
- g. Franktuary's sale of take-out beer shall be restricted to cans, growlers and bottles of brands normally priced above normal domestic premium beer prices (examples of normal domestic premium beers are Budweiser, Coors Light, Yuengling, Miller Lite). Franktuary shall not sell "40 ounce" or similar bottles of malt or brewed beverages for take-out.
- h. Franktuary shall maintain regular kitchen hours with dedicated kitchen staff at a minimum from 11:00 am until 11:00 p.m. Tuesday through Sunday.
- i. Franktuary's off premises advertisements shall not highlight drink prices or discounts, but may mention happy hours or other daily specials permitted by law.

- j. Franktuary shall not sell alcoholic beverages for less than \$3.00 per individual serving.
- k. Franktuary shall install and maintain adequate lighting in the front and rear entrances.
- l. Franktuary shall document or log instances where its occupancy reaches ninety percent (90%) of its permitted occupancy level. Franktuary will use P.O.S. systems to monitor the occupancy on a regular basis. Franktuary shall provide recorded information to the executive director(s) of Lawrenceville United and/or Lawrenceville Corporation upon request.
- m. The business of Franktuary shall be operated in a manner intended to ensure that food sales constitute at least twenty-five percent (25%) of business revenue. This shall be subject to periodic audit by the Liquor Control Enforcement Bureau, consistent with its statutory authority.
- n. Franktuary shall prohibit patrons, non-employees, and service personnel from entering the premises after its regularly scheduled closing time.
- o. Franktuary will request identification from any patrons requesting to purchase alcoholic drinks, as per the State Law.

- p. Franktuary shall not expand its hours of operation beyond the original level (11:00 a.m. - 12 a.m.) Monday, Tuesday, Wednesday; (11 a.m. - 2 a.m.) Thursday, Friday, Saturday; and (11 am – 5 pm) Sunday without informing the community groups and adjacent neighbors unless Franktuary has established by clear and convincing audited evidence that food sales revenue consistently constitutes at least twenty-five percent (25%) of its revenue from the licensed business.
 - q. Franktuary shall discourage littering or loitering in front of its licensed premises and at the rear of the premises. Franktuary will also identify a place for employees to take breaks that is away from residential dwelling space. Franktuary shall install at least one (1) receptacle for cigarettes outside its premises.
 - r. Franktuary shall not permit patrons to leave the licensed premises with open or containers (glasses, bottles, cans) of alcohol beverages.
 - s. Franktuary shall clean its sidewalk at the conclusion of each operating day and remove all litter.
 - t. Franktuary shall not empty any recycling into receptacles any later than 11p.m. each night, and waste haulers will not collect until after 7 a.m. on any morning.
3. Franktuary will advertise within business and on any off-premise advertisements that parking is available on-site or along Butler Street.

4. Franktuary agrees to meet with the Executive Directors of Lawrenceville United and/or Lawrenceville Corporation on a quarterly basis to review the Agreement.
5. Franktuary understands that failure to adhere to this Agreement may result in citation(s) by the Pennsylvania State Police, Bureau of Liquor Control Enforcement, and/or non-renewal of this license and/or amusement permit by the Board.
6. Franktuary further understands that these terms will remain in effect on the license at the licensed premises unless and until a subsequent agreement is reached with the Board rescinding these restrictions or until the license is transferred to a new owner or for use at a new location.
7. In the event that any provision of this Agreement is determined to be legally invalid, the affected provision shall be stricken from the Agreement and the remaining terms of the Agreement and its enforceability shall remain unaffected hereby.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed pursuant to due legal action authorizing same on date and year first written above. This Agreement will not be fully executed and binding on the parties unless, until all signatures are affixed hereto, unless, and until the Board approves the underlying application.

Tim Tobitsch

<u>TIM TOBITSCH</u>	<u>DATE</u>	<u>FAITH S. DIEHL, ESQUIRE</u>	<u>DATE</u>
AUTHORIZED MEMBER		CHIEF COUNSEL	
FRANKTUARY LAWRENCEVILLE, LLC		PENNSYLVANIA LIQUOR	
T/A FRANKTUARY		CONTROL BOARD	