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From: Scaringi &amp; Scaringi

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Dec. 15. 2014 3:59PM CHIEF COUNSEL

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**CONDITIONAL LICENSING AGREEMENT (R-15132-1)**

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 William Penn Restaurant and Bar, Inc. ("William"), applicant for renewal of Restaurant Liquor License No. R-15132 (LID 17151), for use by it at premises located at 633-635 Cumberland Street, Lebanon, Pennsylvania 17042-5233. The Board and William stipulate to the following:

1. William is the holder of Restaurant Liquor License No. R-15132 (LID 17151).
2. William has filed an application to renew its liquor license for the licensing term effective March 1, 2014, for use by it at premises located at 633-635 Cumberland Street, Lebanon, Pennsylvania 17042-5233.
3. Under section 470 of the Liquor Code [47 P.S. § 4-470], the Board's Bureau of Licensing ("Licensing") is authorized to object to, and the three (3)-member Board may ultimately refuse to renew, a liquor license, because of the manner in which the licensed premises is operated, as well as its citation history.

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DIRECTOR  
BUREAU OF LICENSING

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4. By letter dated February 12, 2014, Licensing objected to the renewal of the license for the licensing term effective March 1, 2014, based upon six (6) adjudicated citations, approximately sixteen (16) incidents of disturbance at or immediately adjacent to the licensed establishment, and because the application was untimely filed. The incidents included, but were not limited to fights, visibly intoxicated patrons, drugs, and disorderly operations.
5. William wishes to renew the license in question and proffers that many of the alleged problems with its operation will be alleviated if the conditions contained herein are imposed upon both the license as well as the premises.
6. The Board and William therefore agree that the following additional conditions be placed on Restaurant Liquor License No. R-15132 as well as the premises:
  - a. William 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

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(5) Certification of compliance by the Board's Bureau of Alcohol Education;

b. William shall employ at least two (2) security personnel who shall be present and working at the premises every Thursday, Friday and Saturday from 10:00 p.m. until one-half (1/2) hour after the time when all patrons are required to vacate the premises. All security personnel shall be clothed in such a way as to make his/her status as security personnel readily apparent;

c. During all times when security is required under this Agreement, William shall patrol the exterior of the premises at least once per half hour. In addition, during all times when security is required under this Agreement, William shall patrol the exterior of the premises from the time when patrons are required to vacate the premises, until all such patrons have vacated the premises and the sidewalk immediately in front of the premises. A record of the patrols including the time, date and personnel included in each patrol shall be retained by William as a business record pursuant to section 493(12) of the Liquor Code, and shall be made available upon request to law enforcement officials, as well as Board employees and

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employees of the Pennsylvania State Police, Bureau of Liquor Control Enforcement ("Bureau");

d. William shall prohibit patrons from entering the licensed premises with weapons. During all times when security is required under this Agreement William shall scan all patrons entering or reentering the premises for weapons with a metal detecting wand, notwithstanding the fact that the patron may have been scanned on a previous occasion or occasions;

e. William shall maintain, in good working order, a security/surveillance system at the licensed premises consisting of a minimum of seven (7) cameras; at least four (4) cameras shall be in the interior of the licensed premises and at least three (3) cameras shall be on the exterior of the licensed premises. All such cameras shall continuously record during all operating hours. Recordings shall be retained for not less than two (2) weeks, and all recordings from the system shall be made available upon request by the Board, its employees, the Bureau, its employees, as well as to any local, state or federal law enforcement officials;

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- f. William shall maintain a written barred patrons list on the licensed premises and shall prohibit persons on that list from entering or frequenting the premises. Such list shall include, at a minimum, the first and last name of each patron barred, the date upon which the patron was barred, and the length of time the patron shall be barred. Such list shall be maintained by William as a business record, subject to section 493(12) of the Liquor Code, and shall be made available upon request to law enforcement officials, as well as the Board, its employees, the Bureau and its employees;
- g. William shall use a "transaction scan device," as that term is defined in the Liquor Code, to scan the identification of all patrons purchasing alcoholic beverages, unless the patron's identification has been previously scanned and William has retained the data obtained from such scan. Information obtained from the transaction scan device shall be provided upon request of the Board, its employees, the Bureau, its employees as well as any local, state or federal law enforcement agency,
- h. William shall initiate and attend quarterly meetings with the chief or another designated officer of the Lebanon Police Department to discuss and solicit suggestions concerning the safe operation of the

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licensed premise. Such meetings shall continue until the chief of police or other designate indicates in writing that such meetings are no longer necessary, or less frequent meetings are desirable, in which case William shall attend to meetings at the frequency desired by the Lebanon Police Department. A record of the date, time and substance of such meetings shall be kept by William as a business record, subject to section 493(12) of the Liquor Code; and

- i. Two (2) or more adjudicated citations for providing alcohol to visibly intoxicated persons in any two (2)-year licensing term shall be a violation of this Agreement. For purposes of this section, "adjudication" or "adjudicated" shall mean the issuance of a decision and order, after the effective date of this Agreement, by the office of Administrative Law Judge or any other tribunal affirming the citation without respect to any appeals of such adjudication.
7. Failure to adhere to this Agreement may result in citation(s) by the Bureau, and/or non-renewal of this license by the Board.
8. These terms will remain in effect both on the license and on the premises unless and until a subsequent agreement is reached with the Board rescinding these restrictions.

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9. This Agreement is intended to create legally binding obligations, is entered into in Pennsylvania and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

10. 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 their enforceability shall remain unaffected thereby.

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

*Michael A. Levendis* 12-16-2014

MICHAEL A. LEVENDIS  
PRESIDENT

DATE

*Tisha Albert* 12/18/14

TISHA ALBERT, DIRECTOR DATE  
BUREAU OF LICENSING  
PENNSYLVANIA LIQUOR  
CONTROL BOARD