

CONDITIONAL LICENSING AGREEMENT (R-3057-2)

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 Roman Restaurants, LLC ("Roman"), applicant for extension of Restaurant Liquor License No. R-3057 (LID 65260), for use by it at premises located at 243 Bainbridge Street and 627 South Third Street, Philadelphia, Pennsylvania 19147-2311. The Board and Roman stipulate to the following:

1. Roman is the applicant for extension of the licensed premises of Restaurant Liquor License R-3057 (LID 65260) currently in use by it at premises located at 243 Bainbridge Street and 627 South Third Street, Philadelphia, Pennsylvania 19147-2311. The proposed licensed area consists of an outside sidewalk Café ("Café").

2. When the license's previous owner, Smoking Squirrel, LLC (LID 54604) had applied for this license, its application had been objected to by Queens Village Neighborhood Association ("QVNA").

3. The matter was ultimately resolved on June 15, 2005, when the Board approved the transfer of the license along with a Conditional Licensing Agreement (the "June 15, 2005 CLA"), which imposed additional conditions on both the license and the premises.

4. When Roman acquired this license on October 31, 2011, it became subject to the June 15, 2015 CLA.

5. Ruth Ann Dubb has filed a petition to intervene in response to the pending application for extension of license, raising objections to the extension of the license.

6. The concerns raised in the petition to intervene relate, *inter alia*, to the increased noise an extension of license would present.

7. Under section 404 of the Liquor Code, [47 P.S. § 4-404], the Board is obligated to refuse an application for extension of premises if it finds that an approval of that application would have an adverse effect on the welfare, health, peace and morals of the neighborhood within five hundred (500) feet of the proposed licensed premises.

8. Roman, in an attempt to assuage the concerns, Ruth Ann Dubb is willing to enter into an agreement with the Board imposing additional conditions on both the license as well as the premises.

9. The Board and Roman, therefore, agree that the following conditions be placed on Restaurant Liquor License No. R-3057 as well as the premises:

- a. Within ninety (90) days of the approval of this Agreement, Roman shall become compliant with and remain compliant with the responsible alcohol management provisions of the Liquor Code including, but not limited to:
- i. New employee orientation;
 - ii. Training for alcohol service personnel;
 - iii. Manager/owner training;
 - iv. Displaying of responsible alcohol service signage; and
 - v. Certification of compliance by the Board's Bureau of Alcohol Education;

For purposes of this section, days in which the license is in safekeeping shall not be counted against the ninety (90)-day deadline;

- b. The Café may only be open and patrons may only be present at the Café between 7:00 a.m. and 10:00 p.m., Tuesdays through Sundays; the Café must remain closed and no patrons may be present at the Café on Mondays;
- c. Roman shall have a maximum of five (5) tables on the exterior of the licensed premises; of those five (5) tables, three (3) shall have seating for no more than two (2) patrons, and the remaining two (2)

tables shall have seating for no more than four (4) patrons. Further, Roman shall not allow or permit these tables to be stacked or combined;

- d. Roman shall place a removable bench at least six (6) feet in depth on the exterior of the licensed premises along Third Street to keep smoking off Bainbridge Street. Roman shall not permit smoking in the Café;
- e. Roman shall clean up trash and other debris daily around the exterior of the licensed premises;
- f. Roman shall not permit or allow reservations to be taken for the tables in the Café;
- g. Roman may not request a modification of this Agreement during the first year it is in effect. After one (1) year has passed, Roman may file a written request to modify this Agreement, but it must be accompanied by a letter from QVNA and Ruth Dubb, indicating that they do not oppose said request; The Board will not consider a request to modify the Agreement unless it is accompanied by the afore-mentioned letters;

- h. Roman agrees that it shall not display any type of banners, signs or other types of displays on the exterior of the licensed premises or the area within one hundred (100) feet of the licensed premises that advertise the price or availability of alcohol;
- i. Roman shall not apply for an extended hours food permit from the Board;
- j. Roman shall not allow an outside third party to sell tickets at the door or online, or to charge patrons for food, alcohol and/or entertainment;
- k. Roman shall not sell any malt or brewed beverages with seven percent (7%) or more of alcohol by volume in individual containers of forty (40) or more ounces;
- l. Roman shall not apply for a sidewalk café license or for an extension of licensed premises without first notifying QVNA of its intent to do so; and
- m. Paragraphs 9(i) and 9(k) shall not apply to any event sponsored by the South Street Head House District, or its successors.

10. Failure to adhere to this Agreement may result in citation by the Pennsylvania State Police, Bureau of Liquor Control Enforcement, and/or non-renewal of the license.

11. 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.

12. This Agreement is intended to create legally binding obligations, replaces the June 15, 2005 CLA, is entered into in Pennsylvania and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

13. 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 hereby.

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.

CHARLES J. ROMAN DATE
MEMBER
ROMAN RESTAURANTS LLC

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