



Wanda Williams, Mayor

**RESOLUTION  
OF  
HARRISBURG PLANNING COMMISSION**

**29 North 2nd Street**

**REQUEST**

The Applicant is proposing to establish a “Night Club or Dance Hall” use in the Downtown Center (DC) zoning district; per Section 7-305.7 of the Zoning Code, a Special Exception approval is required for the proposed use. The Applicant is also requesting relief from the Specific Criteria of Section 7-309.2(dd) of the Zoning Code which requires that a “Night Club or Dance Hall” use not be located within 500 feet of a dwelling unit

**PROPERTY DESCRIPTION:**

The property at 29 North 2<sup>nd</sup> Street is a .06-acre lot with a three-store, 6,079-square-foot, masonry structure which was constructed circa 1900 (per Dauphin County Tax Records). The property is bounded by the properties at 207 and 211 Walnut Street to the North, 17 North 2<sup>nd</sup> Street to the east, 17 North 2<sup>nd</sup> Street to the south, and North 2<sup>nd</sup> Street to the west.

The subject property features elements of the Art Deco architectural style. Character-defining features include: stucco façade on the upper levels and metal cladding on the first level; castellated parapet roof likely constructed of rubber; ATM accessed from the sidewalk. Fenestration consists of distinctive six over six wood windows on the upper floors and a full-width glass storefront. The main entrance features a full-view pane, glass double doors, set within an aluminum frame and an additional single full-view pane, glass door with a simple transom. The subject property contributes to the architectural character and streetscape of the neighborhood.

**SPECIAL EXCEPTION REQUIREMENTS:**

***Minimum Requirements of the Code***

The Zoning Hearing Board may grant a Special Exception for the establishment of a “Night Club or Dance Hall Club” in the Downtown Center (DC) zoning district, per Section 7-305.7 of the Zoning Code.

***Neighborhood Character***

With respect to the proposed use, the Applicant has stated:

“I expect to entertain the community with private events under memberships, also to help the community with CDL, mentoring, and help if needed to achieve their license.”

With respect to the existing use, the Applicant has stated:

“The property is currently vacant, but originally a convenience store.”

The Planning Bureau notes that the last business registered to the address was “Downtown News”, which last had an active Mercantile Permit in 2018 as a “Convenience Store” use. With respect to the proposed use of the property, the Applicant indicated multiple uses within their business plan and application that most closely align to a “Nightclub or Dance Hall” use and an “Office” or “Community Center” use. Regarding the CDL training and community meetings associated with the “Office” or “Community Center” uses, these are classified as uses permitted by right in the Downtown Center (DC) zoning district and thus not considered under this zoning relief request. The Bureau notes that the Applicant submitted an application requesting a Special Exception for the above uses under what appear to be an “event venue” space which is a use not specifically prohibited within the Zoning Code. However, after a review of the business plan the request most closely aligns with a “Nightclub or Dance Hall” use which the Zoning Code defines as “any building used for on-site consumption of alcoholic or non-alcoholic beverages where live entertainment, including disc jockeys playing music...”. Given the Applicant intends to have a dedicate dance section, alcoholic beverages, and music at some hosted events, the proposal closely aligns with the stated definition for a “Nightclub or Dance Hall” use. The Bureau also notes that though the Applicant intends to have private membership, the proposal does not align with the Zoning Code definition of a “Membership Club” which “is not primarily operated as a for-profit business”. The Applicant has indicated to Planning Bureau staff that the proposed use will be a for-profit operation.

With respect to the impact of the proposal on the neighborhood, the proposed use is located along the downtown “Restaurant Row” corridor along North 2<sup>nd</sup> Street, generally between Market Street and State Street. Within the corridor, there are many commercial uses that include bars, restaurants, night clubs, and outdoor venues that commonly have hours of operation lasting until 2 AM. Additionally, this stretch of 2<sup>nd</sup> Street (in addition to portions of intersecting streets) has been closed to vehicles during Saturday afternoons/evenings over the last few springs/summers to accommodate “Saturday Nights in the City” wherein seating for restaurants and stages for performance acts occupy the roadway and provide outdoor space for entertainment and socializing. In terms of general impacts the proposed use would likely be compatible with other bars and restaurants in the surrounding area that are typically oriented towards the downtown Harrisburg nightlife.

### ***Ingress & Egress***

The Applicant has stated:

“The ingress and egress of pedestrians would be store front entrance and side doors, and fire exits if needed.”

The Planning Bureau notes that access to the proposed business will be limited exclusively to pedestrians. Because there is no vehicular access to the property, most patrons will be parking on the street or parking in a nearby garage and walking to the business. As with many downtown

businesses, access will be primarily via foot traffic and this configuration is unlikely to change as part of the proposal.

### ***Off-Street Parking & Loading***

The Applicant has stated:

“There is city off-street parking and city street parking.”

The Planning Bureau notes that Section 7-327.2 of the Zoning Code, uses within the Downtown Center zoning district are not required to provide off-street parking; as such, the proposed use is not required to have off-street parking. There is curbside parking in front of the property, and patron parking or loading/unloading will likely occur there.

### ***Refuse & Service Areas***

The Planning Bureau notes that the Applicant did not mention refuse concerns in their application, but that the Applicant will need to coordinate with the Department of Public Works to determine the most appropriate location for refuse containers and to ensure that the account billing reflects the establishment of the proposed new use on-site.

### ***Utilities***

The Applicant has stated:

“No, there is not any new utilities being provided as part of this project. Existing utilities only (water, gas, electricity).”

The Planning Bureau notes that given the Applicant is not proposing a commercial kitchen it is unlikely that utility’s will be expanded to accommodate the new use. The Bureau notes that various building permits were filed and approved in 2021 for work related to the proposed use.

### ***Screening & Buffering***

The Applicant has stated:

“No, it doesn’t.”

The Planning Bureau notes that because the proposal addresses an interior use of the property, and the building occupies the entire lot, this consideration is not applicable.

### ***Signage***

The Applicant has stated:

“Yes, there will be a sign above the double doors and a single sign above the single door, both meet requirements.”

The Planning Bureau notes that any signage would require the submission of a Building Permit application and be in conformity with section 7-325.6 regulating signs.

### ***Yards, Setbacks & Open Space***

The Applicant has stated:

“N/A”

The Planning Bureau notes that the proposal involves the use of the interior space, with no expansions or other alterations to the building, and that the building occupies the entirety of the lot; as such, this consideration is not applicable to the proposal.

### ***Building Character***

The Applicant has stated:

“No new expansions or anything needed to meet requirements for this project application”

As noted above, the building occupies the entirety of the site and there is no new exterior work proposed to the building; as such, this consideration is not applicable to the proposal.

### ***Other Factors***

With respect to whether the proposal involves a public safety hazard, the Applicant has stated:

“No, there is not any involved safety hazards, fire sprinkler systems already completed.”

With respect to whether the proposal will comply with the Environmental Performance Standards in Chapter 7-331, the Applicant has stated:

“Yes, we apply with all required standards due to city waste managements.”

With respect to the establishment of a business, the Applicant has stated:

“The established business has submitted a plan with all required answers”

With respect to the impact on the character of the neighborhood, the Applicant has stated:

“No, the company is going to be established on 2<sup>nd</sup> Street along with Bourbon Street Saloon and Odyssey.”

With respect to the Environmental Performance Standards and the overall impact on the neighborhood, the Planning Bureau notes that the aspect most likely to become an issue relates to noise; by the nature of “Night Club or Dance Hall” use, there is likely to be loud music played in the space with opening doors causing music to spill out onto the street. The Bureau notes that the Applicant does not intend to have a liquor license associated to the proposed use or to request a Special Exception for a “B.Y.O.B Club”. Alternatively, the Applicant proposes to “provide a catering service that allow members to enjoy drinks” which will require either the Applicant to obtain an off-premises catering permit or host a caterer(s) that have the appropriate permits. As such all off-premises catering permits are subject to liquor licensees restrictions outlined in Title 47 Chapter 4-406(f) of Pennsylvania Statutes, which include restrictions that limit the license holder to 52 catered functions per year; written notice to the local police at least seven days prior to an event; time limitation of five hours per event with midnight being the latest hour of operations for the scheduled events; limitation on ticket sales to for-profit catered events. Further restrictions regarding liquor licenses for off-premises catering permits are provided as an attachment. The Bureau believes that compliance with the above restrictions related to off-premise catered liquor licenses would mitigate negative impacts from the proposed use and address concerns associated with unauthorized “Night Club or Dance Hall” uses that have operated within the city without an approved liquor license.

The Bureau notes some concerns with the viability of the proposed “Night Club or Dance Hall” use in terms of a profitable business modal that can operate within the confines of an off-premises catered liquor licenses while not obtaining an on-premise liquor license or B.Y.O.B

permit. Generally, speaking the City would not be supportive of the proposed use having a B.Y.O.B permit given this would be viewed as a way to circumvent the acquisition of a liquor licenses and the subject PLCB regulations which typically incentivizes compliance through suspension or termination of such licenses. The Applicant will likely have to host some events that do not include alcohol or include other by right uses on site.

With respect to the impact on the character of the neighborhood, it should be noted that many similar uses are located nearby, some of which present a greater exposure to the street through floor-to-ceiling, collapsible windows or because the majority of the business is outside or along the sidewalk. The Applicant did note having a “sidewalk restaurant” which would likely be associated with food catering and would require the approval of a sidewalk use permit for any outdoor seating. The potential noise generated by the use will likely have a similar impact in comparison to other nearby uses along North 2<sup>nd</sup> Street. As noted above, the high concentration of bars and restaurants within close proximity to the property would make the proposed use compatible with the surrounding community, which generally experiences a high volume of noise during weekend nightlife activities.

## **VARIANCE REQUIREMENTS**

### ***Unique Physical Circumstances Peculiar to the Property:***

The Planning Bureau notes that a “Night Club or Dance Hall” use is subject to the Specific Criteria of Section 7-309.2(dd) of the Zoning Code which requires the subject use not be located within 500 feet of a dwelling unit. Because it has been identified that the proposed use is within 500 feet of multiple dwelling units, the above zoning relief is required for the proposed use. The relevant aspect of the Zoning Code is meant to limit impacts on these residential properties.

### ***Necessary for Reasonable Reuse of the Property:***

The Planning Bureau notes that the Applicant has not explicitly addressed this consideration. Generally speaking, the Bureau acknowledges the challenges of identifying a location that falls into strict conformance to the Specific Criteria of Section 7-309.2(dd) of the Zoning Code prohibiting the use being within 500 feet of a dwelling unit. Referencing the citywide Dwelling unit 500 foot buffer map, it can be observed that approximately 80 usable parcels exist in the city with right of way access that are not within 500 feet to a dwelling unit. These properties are primarily located along the industrial corridor of North and South Cameron Street and exclude parcels that are part of the State Capital Complex. Given this scenario, there are limited locations within the city outside of the industrial corridor of Cameron Street to operate the proposed use. The Bureau also notes, that though the property can operate within strict conformity of the Zoning Code, that the proposed use would operate in a similar nature as nearby bar/restaurant uses in terms of general impact.

### ***Hardship not Created by the Applicant:***

The Planning Bureau notes that the Applicant has not explicitly addressed this consideration; however, as previously noted, it may be difficult to identify locations outside of a 500-foot radius of a residential unit in a zoning district that permits the establishment of a “Night Club or Dance Hall” use by right (and thus, no zoning relief is required for the use itself). While that alone would likely not justify the requested Variance, it should be noted that the orientation of the building – with the only entrance facing commercial and institutional uses and being in a

location with high a concentration of bars and restaurants – would greatly minimize the general impact to nearby dwelling units.

***Essential Character of the Neighborhood:***

The Planning Bureau notes that the Applicants have not explicitly addressed this consideration. As noted, the proposed use is located within a location with a concentration of bars and restaurants that are orientated towards nightlife activities. If approved, a “Night Club or Dance Hall” would be compatible with similar uses having a lessor or equal impact in terms of noise generation or other adverse impacts associated with alcohol-oriented businesses. The Bureau also notes that all dwelling units located within 500 feet of the proposed use are multifamily with no direct orientation of these units toward the proposed use. This positioning and limiting exterior exposure further limits the potential noise impacts to be generated from the proposed use.

***The Applicant has stated the following concerning whether this will represent the minimum variance to afford relief:***

The Planning Bureau notes that the Applicant has not explicitly addressed this consideration. The requested relief applies to the distance from the residential uses within the 500-foot buffer; it is difficult to determine what, exactly, is the minimum distance that must be maintained to ensure the general health and welfare of the residents along 2<sup>nd</sup> Street within the downtown area, but given the main entrance is orientated away from dwelling units and no outdoor activities are proposed any adverse impacts would likely be minimal. The Bureau believes the current proposal is reasonable within the context of the surrounding community and would allow for a compatible business operation while requesting the minimum relief required to operate the proposed use

**DISCUSSION**

Mr. Bowen gave a synopsis of the report, recommending Approval with Conditions; the conditions were that:

1. All alcohol sales on-site require the issuance of a liquor license granted from the PLCB in which the Applicant or hired catered services must conform to all applicable rules and restrictions associated with such license.
2. Off premise alcohol including BYOB activities shall not be permitted on-site without the authorization of a BYOB permit from the City and approval of a “B.Y.O.B Club” use from the Zoning Hearing Board. Any unauthorized alcohol sales or BYOB activities either directly or indirectly by the Applicant will result in the immediate revocation of any Mercantile license(s) associated with unauthorized activities.
3. The Applicant shall submit a sidewalk use permit for any proposed seating or other uses that may occupy the public sidewalk.
4. The Applicant must conform to the provisions of Chapter 3-343 of the City Code related to noise control and abatement.

The case was represented by Stephen Detwiler (29 North 2<sup>nd</sup> Street, Harrisburg, PA 17101) with Capital City Venues.

The Applicant stated that he hopes to have a private membership use that would have less violence given people would know each other. He stated that a caterer with a liquor license would control the portions of alcohol being served. He stated that there would be a monthly membership fee and a metal detector at the door to keep things safe. The Applicant stated that there would also be other events such as hosting DJ'S and weddings. The Applicant stated that they do not want to do a BYOB due to the issues associated with the use. The Applicant also noted that they wise to build the business and eventually do horseback riding on City Island.

Commissioner Alsberry asked the Applicant whether the conditions in the case report were acceptable. They confirmed that they were.

Commissioner Alsberry expressed security concerns related to alcohol and suggested considering an age limit.

Commissioner O'Toole asked if the location is the former News Stand. The Applicant confirmed that it was. Commissioner Reed inquired about how the community related aspects of the proposed use will operate. The Applicant stated that the property could be used Monday thru Thursday for daytime uses. He stated that events will be 21 and up and with catered alcohol and security being the highest priority. He noted that the daytime uses could be used for stop the violence meetings.

Commissioner Reed asked about the CDL program proposed on site. The Applicant stated that he is looking to mentor and help people to get their CDL licenses on the second floor during the week.

Commissioner Alsberry asked whether there was anyone from the public that was for or against the project; Ron Kamionka (17 North 2<sup>nd</sup> Street, Harrisburg, PA 17101) stated he has concerns about the Applicant using an off-primes catering license which does not regulate when the business has to close but only when the catering has to stop serving alcohol. Mr. Kaminonka stated that the proposal to have off-primes catering is a workaround from getting a liquor license. He stated that a membership does not limit the number of non-members that can visit the property. He stated that his primary concern is safety. Mr. Kaminoka stated that he would be supportive of the proposal if the Applicant had a liquor license which would enable the liquor control board to enforce violations. Mr. Kaminoka noted that he received the same zoning relief, but he had a liquor license. He stated that without a liquor license he is opposed to the request.

Mr. Grover noted that illegal uses have been a major problem within the city and that if the Applicant were to have a cover charge at the door the operation would be shut down. He noted that the city has public safety concerns related to similar uses. Mr. Grover noted that he believes that the Applicant purchased this proposed business from an individual that previously operated illegal clubs.

The Applicant noted that he purchased the proposed use and took over a lease from the individual mentioned by Mr. Grover. He stated that he addressed various property issues when taking over the property. The Applicant stated that the membership would enable the business to track who enters the property. He noted that he was hoping to have a more laid-back atmosphere

associated with a members only club. The Applicant noted that he hopes to help the community during the week by connecting the business to things such as horseback riding and paintballing in the city. He stated that with his business people cannot pay at the door but only through a membership fee. He stated that drinks and food would be free with the membership club. He stated that patrons could leave their wallets at home except for an ID with unlimited food and drink to members.

Mr. Grover asked for clarification if members can eat and drink unlimited and if this is the case the monthly fee would likely be high. The Applicant noted that that Thursday thru Saturday would allow for all you can eat and drink for members. Mr. Bowen noted that there will likely be some challenges being open three or four days a week with the off-premise liquor license given that each off-premise license holder is permitted to only serve alcohol 52 times per year at events.

The Applicant stated that the events would be private and that parking would not be an issue given the availability of parking on 2<sup>nd</sup> Street. Commissioner O'Toole noted that the proposal does appear to look like a method to circumnavigate the need for a liquor license. He proposed that a condition should be added to restrict the hours of operation. Mr. Grover stated that restrictions on hours of operation can be imposed onto any use. He encouraged the Applicant to work with and join the downtown merchant association to address safety and liability concerns and that closing times have been staggered downtown for bar and restaurant uses.

Commissioner O'Toole recommended that the proposed use should be required to close at 1am. Mr. Bowen asked if the time restriction was for all activities on site. The Commissioner confirmed that it was. The Applicant asked if 1am would be the time in which patrons would not be allowed in. Mr. Grover stated that 1am would be the time in which the doors would be closed and patrons would have to leave.

Commissioner O'Toole moved, and Commissioner Reed seconded the motion, to Approve the request with Staff Conditions and an additional condition stating that: All business activities must cease operations by 1am. The motion was adopted by a vote (3-1) with Commissioner Green dissenting.

## **RESOLUTION**

WHEREAS, the Harrisburg Planning Commission reviewed said request at its regular meeting on July 6, 2022, pursuant to the provisions of Section 910.2 of the Pennsylvania Municipalities Planning Code, as reenacted and as amended, and pursuant to the provisions of Chapter 7-323 of the Planning and Zoning Code, and heard testimony from the Applicant, and the report of the Planning Commission staff, which is attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED that the Harrisburg Planning Commission recommends, by a vote of (3-1), that the Harrisburg Zoning Hearing Board **Approve** the request with the following condition(s):

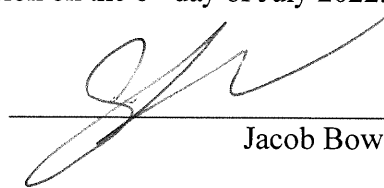


1. All alcohol sales on-site require the issuance of a liquor license granted from the PLCB in which the Applicant or hired catered services must conform to all applicable rules and restrictions associated with such license.
2. Off premise alcohol including BYOB activities shall not be permitted on-site without the authorization of a BYOB permit from the City and approval of a “B.Y.O.B Club” use from the Zoning Hearing Board. Any unauthorized alcohol sales or BYOB activities either directly or indirectly by the Applicant will result in the immediate revocation of any Mercantile license(s) associated with unauthorized activities.
3. The Applicant shall submit a sidewalk use permit for any proposed seating or other uses that may occupy the public sidewalk.
4. The Applicant must conform to the provisions of Chapter 3-343 of the City Code related to noise control and abatement.
5. The Applicant will limit the hours of operations to 1am to mitigate any adverse impacts that may be generated by the proposed use to the downtown neighborhood.

NOW, THEREFORE, BE IT RESOLVED that the Harrisburg Planning Commission recommends, by a vote of (3-1), that the Harrisburg Zoning Hearing Board **Approve** the request for the following reason(s):

1. The proposed “Night Club or Dance Hall” would be compatible with the surrounding community, which features a high concentration of bars and restaurants that operate during late hours.
2. Impacts on the community would be mitigated, particularly in comparison to other nearby bar and restaurant uses, through compliance with the PLCB off-premises catering permit regulations which restrict the frequency and hours of operation for catered functions serving alcohol.
3. The Applicant intends to host only private events that are not open to the general public, which will likely address some security concerns related to the proposed use.

This is to certify that the foregoing Resolution is a true and correct copy of the Resolution adopted by the Harrisburg Planning Commission on the 6<sup>th</sup> day of July 2022.



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Jacob Bowen, Executive Secretary





Wanda Williams, Mayor

## PLANNING BUREAU CASE REPORT

### Variance & Special Exception Application: 29 North 2nd Street

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<b>PROPERTY ADDRESS:</b> 29 North 2 <sup>nd</sup> Street	<b>APPLICANT:</b> Stephen Detwiler w/ Capital City Venues	<b>APPLICANT STATUS:</b> Lessee
<b>PID:</b> 03-003-010	<b>ZONING:</b> Downtown Center (DC)	<b>HPC DATE:</b> July 6, 2022
<b>ZHB CASE #:</b> 2527	<b>ZHB DATE:</b> July 18, 2022	<b>SITE VISIT DATE(S):</b> June 29, 2022
<b>HISTORIC DISTRICT:</b> N/A	<b>FLOODPLAIN:</b> Zone X (No Floodplain)	<b>SUBMISSION DATE:</b> June 3, 2022

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#### REQUEST:

The Applicant is proposing to establish a “Night Club or Dance Hall” use in the Downtown Center (DC) zoning district; per Section 7-305.7 of the Zoning Code, a Special Exception approval is required for the proposed use. The Applicant is also requesting relief from the Specific Criteria of Section 7-309.2(dd) of the Zoning Code which requires that a “Night Club or Dance Hall” use not be located within 500 feet of a dwelling unit

#### PROPERTY DESCRIPTION:

The property at 29 North 2<sup>nd</sup> Street is a .06-acre lot with a three-store, 6,079-square-foot, masonry structure which was constructed circa 1900 (per Dauphin County Tax Records). The property is bounded by the properties at 207 and 211 Walnut Street to the North, 17 North 2<sup>nd</sup> Street to the east, 17 North 2<sup>nd</sup> Street to the south, and North 2<sup>nd</sup> Street to the west.

The subject property features elements of the Art Deco architectural style. Character-defining features include: stucco façade on the upper levels and metal cladding on the first level; castellated parapet roof likely constructed of rubber; ATM accessed from the sidewalk. Fenestration consists of distinctive six over six wood windows on the upper floors and a full-width glass storefront. The main entrance features a full-view pane, glass double doors, set within an aluminum frame and an additional single full-view pane, glass door with a simple transom. The subject property contributes to the architectural character and streetscape of the neighborhood.

#### SPECIAL EXCEPTION REQUIREMENTS PER CHAPTER 7-323 OF THE ZONING CODE:

- 1. The Board shall determine that the minimum requirements of this Code as set forth in Section 7-323.6 have been met.**

The Zoning Hearing Board may grant a Special Exception for the establishment of a “Night Club or Dance Hall Club” in the Downtown Center (DC) zoning district, per Section 7-305.7 of the Zoning Code.

- 2. The Board shall find that the use, structure, or action authorized by the special permit will not be contrary to the preservation of the general character of the neighborhood involved.**

With respect to the proposed use, the Applicant has stated:

“I expect to entertain the community with private events under memberships, also to help the community with CDL, mentoring, and help if needed to achieve their license.”

With respect to the existing use, the Applicant has stated:

“The property is currently vacant, but originally a convenience store.”

The Planning Bureau notes that the last business registered to the address was “Downtown News”, which last had an active Mercantile Permit in 2018 as a “Convenience Store” use. With respect to the proposed use of the property, the Applicant indicated multiple uses within their business plan and application that most closely align to a “Nightclub or Dance Hall” use and an “Office” or “Community Center” use. Regarding the CDL training and community meetings associated with the “Office” or “Community Center” uses, these are classified as uses permitted by right in the Downtown Center (DC) zoning district and thus not considered under this zoning relief request. The Bureau notes that the Applicant submitted an application requesting a Special Exception for the above uses under what appear to be an “event venue” space which is a use not specifically prohibited within the Zoning Code. However, after a review of the business plan the request most closely aligns with a “Nightclub or Dance Hall” use which the Zoning Code defines as “any building used for on-site consumption of alcoholic or non-alcoholic beverages where live entertainment, including disc jockeys playing music...”. Given the Applicant intends to have a dedicate dance section, alcoholic beverages, and music at some hosted events, the proposal closely aligns with the stated definition for a “Nightclub or Dance Hall” use. The Bureau also notes that though the Applicant intends to have private membership, the proposal does not align with the Zoning Code definition of a “Membership Club” which “is not primarily operated as a for-profit business”. The Applicant has indicated to Planning Bureau staff that the proposed use will be a for-profit operation.

With respect to the impact of the proposal on the neighborhood, the proposed use is located along the downtown “Restaurant Row” corridor along North 2<sup>nd</sup> Street, generally between Market Street and State Street. Within the corridor, there are many commercial uses that include bars, restaurants, night clubs, and outdoor venues that commonly have hours of operation lasting until 2 AM. Additionally, this stretch of 2<sup>nd</sup> Street (in addition to portions of intersecting streets) has been closed to vehicles during Saturday afternoons/evenings over the last few springs/summers to accommodate “Saturday Nights in the City” wherein seating for restaurants and stages for performance acts occupy the roadway and provide outdoor space for entertainment and socializing. In terms of general impacts the proposed use would likely be compatible with

other bars and restaurants in the surrounding area that are typically oriented towards the downtown Harrisburg nightlife.

**3. The Board shall duly consider the following factors, as appropriate:**

- (A) ingress and egress to property and existing and proposed structures thereon, with particular attention paid to automotive and pedestrian safety and convenience; traffic generation, flow and control relative to existing and future vehicular capacity or nearby public rights of way; and access in case of fire, flood or other catastrophe;**

The Applicant has stated:

“The ingress and egress of pedestrians would be store front entrance and side doors, and fire exits if needed.”

The Planning Bureau notes that access to the proposed business will be limited exclusively to pedestrians. Because there is no vehicular access to the property, most patrons will be parking on the street or parking in a nearby garage and walking to the business. As with many downtown businesses, access will be primarily via foot traffic and this configuration is unlikely to change as part of the proposal.

- (B) off-street parking and loading areas where required, with particular attention paid to the factors in paragraph (A) above and the noise, glare, odor, or traffic effects of the special exception on adjoining properties and properties generally in the neighborhood;**

The Applicant has stated:

“There is city off-street parking and city street parking.”

The Planning Bureau notes that Section 7-327.2 of the Zoning Code, uses within the Downtown Center zoning district are not required to provide off-street parking; as such, the proposed use is not required to have off-street parking. There is curbside parking in front of the property, and patron parking or loading/unloading will likely occur there.

- (C) refuse and service areas;**

The Planning Bureau notes that the Applicant did not mention refuse concerns in their application, but that the Applicant will need to coordinate with the Department of Public Works to determine the most appropriate location for refuse containers and to ensure that the account billing reflects the establishment of the proposed new use on-site.

- (D) utilities, with reference to locations, availability, and compatibility;**

The Applicant has stated:

“No, there is not any new utilities being provided as part of this project. Existing utilities only (water, gas, electricity).”

The Planning Bureau notes that given the Applicant is not proposing a commercial kitchen it is unlikely that utility's will be expanded to accommodate the new use. The Bureau notes that various building permits were filed and approved in 2021 for work related to the proposed use.

**(E) screening and other buffering with reference to type, dimensions and character;**

The Applicant has stated:

“No, it doesn't.”

The Planning Bureau notes that because the proposal addresses an interior use of the property, and the building occupies the entire lot, this consideration is not applicable.

**(F) signs, if any, and existing and proposed exterior lighting with reference to glare, traffic safety and compatibility and harmony with properties in the neighborhood;**

The Applicant has stated:

“Yes, there will be a sign above the double doors and a single sign above the single door, both meet requirements.”

The Planning Bureau notes that any signage would require the submission of a Building Permit application and be in conformity with section 7-325.6 regulating signs.

**(G) required yards, setbacks and other open space;**

The Applicant has stated:

“N/A”

The Planning Bureau notes that the proposal involves the use of the interior space, with no expansions or other alterations to the building, and that the building occupies the entirety of the lot; as such, this consideration is not applicable to the proposal.

**(H) size, bulk, use, and general character of a proposed building, structure, expansion, or enlargement in relation to adjacent properties and the neighborhood generally;**

The Applicant has stated:

“No new expansions or anything needed to meet requirements for this project application”

As noted above, the building occupies the entirety of the site and there is no new exterior work proposed to the building; as such, this consideration is not applicable to the proposal.

**(I) other factors, if any, which have a bearing on the compatibility of the special exception with adjacent properties and the neighborhood generally.**

With respect to whether the proposal involves a public safety hazard, the Applicant has stated:

“No, there is not any involved safety hazards, fire sprinkler systems already completed.”

With respect to whether the proposal will comply with the Environmental Performance Standards in Chapter 7-331, the Applicant has stated:

“Yes, we apply with all required standards due to city waste managements.”

With respect to the establishment of a business, the Applicant has stated:

“The established business has submitted a plan with all required answers”

With respect to the impact on the character of the neighborhood, the Applicant has stated:

“No, the company is going to be established on 2<sup>nd</sup> Street along with Bourbon Street Saloon and Odyssey.”

With respect to the Environmental Performance Standards and the overall impact on the neighborhood, the Planning Bureau notes that the aspect most likely to become an issue relates to noise; by the nature of “Night Club or Dance Hall” use, there is likely to be loud music played in the space with opening doors causing music to spill out onto the street. The Bureau notes that the Applicant does not intend to have a liquor license associated to the proposed use or to request a Special Exception for a “B.Y.O.B Club”. Alternatively, the Applicant proposes to “provide a catering service that allow members to enjoy drinks” which will require either the Applicant to obtain an off-premises catering permit or host a caterer(s) that have the appropriate permits. As such all off-premises catering permits are subject to liquor licensees restrictions outlined in Title 47 Chapter 4-406(f) of Pennsylvania Statutes, which include restrictions that limit the license holder to 52 catered functions per year; written notice to the local police at least seven days prior to an event; time limitation of five hours per event with midnight being the latest hour of operations for the scheduled events; limitation on ticket sales to for-profit catered events. Further restrictions regarding liquor licenses for off-premises catering permits are provided as an attachment. The Bureau believes that compliance with the above restrictions related to off-premise catered liquor licenses would mitigate negative impacts from the proposed use and address concerns associated with unauthorized “Night Club or Dance Hall” uses that have operated within the city without an approved liquor license.

The Bureau notes some concerns with the viability of the proposed “Night Club or Dance Hall” use in terms of a profitable business modal that can operate within the confines of an off-premises catered liquor licenses while not obtaining an on-premise liquor license or B.Y.O.B permit. Generally, speaking the City would not be supportive of the proposed use having a B.Y.O.B permit given this would be viewed as a way to circumvent the acquisition of a liquor licenses and the subject PLCB regulations which typically incentivizes compliance through suspension or termination of such licenses. The Applicant will likely have to host some events that do not include alcohol or include other by right uses on site.

With respect to the impact on the character of the neighborhood, it should be noted that many similar uses are located nearby, some of which present a greater exposure to the street through floor-to-ceiling, collapsible windows or because the majority of the business is outside or along the sidewalk. The Applicant did note having a “sidewalk restaurant” which would likely be associated with food catering and would require the approval of a sidewalk use permit for any outdoor seating. The potential noise generated by the use will likely have a similar impact in comparison to other nearby uses along North 2<sup>nd</sup> Street. As noted above, the high concentration of bars and restaurants within close proximity to the property would make the proposed use

compatible with the surrounding community, which generally experiences a high volume of noise during weekend nightlife activities.

**VARIANCE REQUIREMENTS PER SECTION 7-323.7  
OF THE PA MUNICIPALITIES PLANNING CODE:**

- 1. There are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property and that the unnecessary hardship is due to such conditions and not the circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located.**

The Planning Bureau notes that a “Night Club or Dance Hall” use is subject to the Specific Criteria of Section 7-309.2(dd) of the Zoning Code which requires the subject use not be located within 500 feet of a dwelling unit. Because it has been identified that the proposed use is within 500 feet of multiple dwelling units, the above zoning relief is required for the proposed use. The relevant aspect of the Zoning Code is meant to limit impacts on these residential properties.

- 2. That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance and that the authorization of a variance is therefore necessary to enable the reasonable reuse of the property.**

The Planning Bureau notes that the Applicant has not explicitly addressed this consideration. Generally speaking, the Bureau acknowledges the challenges of identifying a location that falls into strict conformance to the Specific Criteria of Section 7-309.2(dd) of the Zoning Code prohibiting the use being within 500 feet of a dwelling unit. Referencing the citywide Dwelling unit 500 foot buffer map, it can be observed that approximately 80 usable parcels exist in the city with right of way access that are not within 500 feet to a dwelling unit. These properties are primarily located along the industrial corridor of North and South Cameron Street and exclude parcels that are part of the State Capital Complex. Given this scenario, there are limited locations within the city outside of the industrial corridor of Cameron Street to operate the proposed use. The Bureau also notes, that though the property can operate within strict conformity of the Zoning Code, that the proposed use would operate in a similar nature as nearby bar/restaurant uses in terms of general impact.

- 3. That such unnecessary hardship has not been created by the appellant.**

The Planning Bureau notes that the Applicant has not explicitly addressed this consideration; however, as previously noted, it may be difficult to identify locations outside of a 500-foot radius of a residential unit in a zoning district that permits the establishment of a “Night Club or Dance Hall” use by right (and thus, no zoning relief is required for the use itself). While that alone would likely not justify the requested Variance, it should be noted that the orientation of the building – with the only entrance facing commercial and institutional uses and being in a location with high a concentration of bars and restaurants – would greatly minimize the general impact to nearby dwelling units.



- 4. The variance, if authorized, will not alter the essential character of the neighborhood or district in which the property is located, nor substantially or permanently impair the appropriate use or development of adjacent property, nor be detrimental to the public welfare.**

The Planning Bureau notes that the Applicants have not explicitly addressed this consideration. As noted, the proposed use is located within a location with a concentration of bars and restaurants that are orientated towards nightlife activities. If approved, a “Night Club or Dance Hall” would be compatible with similar uses having a lessor or equal impact in terms of noise generation or other adverse impacts associated with alcohol-oriented businesses. The Bureau also notes that all dwelling units located within 500 feet of the proposed use are multifamily with no direct orientation of these units toward the proposed use. This positioning and limiting exterior exposure further limits the potential noise impacts to be generated from the proposed use.

- 5. The variance, if authorized, will represent the minimum variance that will afford relief and will represent the least modification possible of the regulation in issue.**

The Planning Bureau notes that the Applicant has not explicitly addressed this consideration. The requested relief applies to the distance from the residential uses within the 500-foot buffer; it is difficult to determine what, exactly, is the minimum distance that must be maintained to ensure the general health and welfare of the residents along 2<sup>nd</sup> Street within the downtown area, but given the main entrance is orientated away from dwelling units and no outdoor activities are proposed any adverse impacts would likely be minimal. The Bureau believes the current proposal is reasonable within the context of the surrounding community and would allow for a compatible business operation while requesting the minimum relief required to operate the proposed use

**PLANNING BUREAU RECOMMENDATION:**

**Approval with Conditions**

Planning Bureau staff recommends the request be Approved with the following condition(s):

1. All alcohol sales on-site require the issuance of a liquor license granted from the PLCB in which the Applicant or hired catered services must conform to all applicable rules and restrictions associated with such license.
2. Off premise alcohol including BYOB activities shall not be permitted on-site without the authorization of a BYOB permit from the City and approval of a “B.Y.O.B Club” use from the Zoning Hearing Board. Any unauthorized alcohol sales or BYOB activities either directly or indirectly by the Applicant will result in the immediate revocation of any Mercantile license(s) associated with unauthorized activities.
3. The Applicant shall submit a sidewalk use permit for any proposed seating or other uses that may occupy the public sidewalk.
4. The Applicant must conform to the provisions of Chapter 3-343 of the City Code related to noise control and abatement.

Planning Bureau staff recommends the request be Approved for the following reason(s):

1. The proposed “Night Club or Dance Hall” would be compatible with the surrounding community, which features a high concentration of bars and restaurants that operate during late hours.
2. Impacts on the community would be mitigated, particularly in comparison to other nearby bar and restaurant uses, through compliance with the PLCB off-premises catering permit regulations which restrict the frequency and hours of operation for catered functions serving alcohol.
3. The Applicant intends to host only private events that are not open to the general public, which will likely address some security concerns related to the proposed use.

**REVIEW PROCESS:**

1. Planning Bureau review of application and development of case report with recommendation to Harrisburg Planning Commission (HPC).
2. Harrisburg Planning Commission review of application and recommendation to Zoning Hearing Board (ZHB).
3. Harrisburg Zoning Hearing Board review of application and final decision.
4. Submittal of Building Permit application to the Codes Bureau for any proposed work, and Mercantile Permit for proposed business.
5. Codes Bureau inspections of work being performed.

**ATTACHMENTS:**

1. Zoning & Location Map
2. Variance & Special Exception Application
3. Existing Conditions Photos
4. Proposed Floor Plan
5. Notification Letter & Proof of Mailing
6. PLCB License Restrictions
7. Dwelling Unit Buffer Maps
8. Commercial Lease Agreement
9. Deed



-  Project Location
- Zoning District
  -  Commercial Neighborhood
  -  Downtown Center
  -  Institutional
  -  Open Space Recreation
  -  Riverfront

**Zoning & Location Map  
29 North 2nd Street**



**City of Harrisburg  
Variance and Special Exception Application**

*Note: The Planning Bureau will review all applications for completeness; incomplete applications may cause a delay in processing.  
Contact Jacob Bowen at 717-255-6408 or [jdbowen@harrisburgpa.gov](mailto:jdbowen@harrisburgpa.gov) with any questions.*

Primary Property Address	Zoning District
29 N 2 <sup>nd</sup> Street, Harrisburg PA 17101	DC

**Two or More Parcels?**     Yes     No  
Please list the additional property addresses and parcel numbers:  
\_\_\_\_\_  
\_\_\_\_\_

**Application Type:**  
 Special Exception  
 Variance  
 Combo (Variance & Sp. Ex.)

**Explain what you want to accomplish and the reason why the request for a special exception and/or variance should be granted (use additional sheets if necessary). Be specific.** The following criteria must be addressed in detail and submitted with the application. The criteria for special exception requests are the basis of the Zoning Hearing Board’s ruling and are taken from Section 7-323.6 of the 2014 Zoning Code. The criteria for variance requests are the basis of the Zoning Hearing Board’s ruling and are taken from Section 7-323.7 of the 2014 Zoning Code and Section 912 (53 P.S. Section 10912) of the PA Municipalities Code.

**Criteria for Special Exception Requests**

1. What do you want to do and why?

I expect to entertain the community with private events under memberships, also to help the community with CDL, mentoring, and help if needed to achieve their license.

2. What is the property’s current use or, if vacant, what was it used as when it was occupied?

The property is currently vacant, but originally a convenient store.



3. Describe the ingress and egress to the property and existing and proposed structures thereon, with particular attention paid to automotive and pedestrian safety, as well as emergency vehicle access; traffic generation, flow and control relative to existing and future vehicular capacity or nearby public rights of way.

The ingress and egress of pedestrians would be store front entrance and side doors, and fire exits if needed.

4. How many off-street parking spaces are being provided? Does this meet the minimum requirements of the code?

There is city off street parking and city street parking.

5. Does the proposed use involve a public safety hazard (i.e. fire, toxic, or explosive hazards)?

No, there is not any involved safety hazards, fire sprinkler systems already completed.

6. Describe any new utilities (water, gas, electricity, steam) being provided as part of this project. Have they received clearance from the appropriate authority?

No, there is not any new utilities being provided as part of this project. Existing utilities only (water, gas, electricity)

7. Does the project involve site plan designs – including landscaping, plant screening, walls, berms, fences; the placement, direction, and shielding of exterior lighting; and/or trash/refuse/compost areas? If yes, please describe. A landscaping plan may be required.

No, it doesn't

8. Will there be any new, improved, or additional signage on the property? If so, please describe the sign(s) and, if possible, provide a color rendering and specifications. Will the sign (type, size, and location) meet the applicable requirements of the code?

Yes, there will be a sign above the double doors and a single sign above the single door, both meet requirements.



9. New or expanded structures are to meet all applicable front, side, and rear yard setback requirements. Can these requirements be met? What are the size, bulk, use and other characteristics of the project in relation to adjacent properties and the neighborhood in general? Please describe.

No new expansions or anything needed to meet requirements for this project application.

10. Will the proposed use comply with Environmental Performance Standards in Chapter 7-331?

Yes, we apply with all required standards due to city waste managements.

11. If this request involves establishing a business, please submit a copy of your business plan including: Who are your customers? What are the hours of operation for the business?

The established business has submitted a plan with all required answers.

12. Will the proposed use have an adverse impact on the character of a residential neighborhood, such as generating heavy truck traffic or creating noise or odors? Does the neighborhood support the project? Please submit any evidence of neighborhood support, such as a petition or letter of support from a neighborhood group.

No, the company is going to be established on 2nd street along with Bourbon street saloon and Odyssey.

#### Criteria for Variance Requests

1. Are there unique physical circumstances or conditions peculiar to the particular property and are the unnecessary hardship(s) due to such conditions and not the circumstances or conditions generally created by the provisions of the zoning ordinance?

~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~



2. In light of physical circumstances or conditions, is there any possibility that the property can be developed in strict conformity with the provisions of the Zoning Code?

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3. Has the applicant created an unnecessary hardship?

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4. Would the variance, if granted, alter the essential character of the neighborhood or zoning district, substantially impair the appropriate use or development of adjacent property, or be detrimental to the public welfare?

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5. Would the variance, if granted, represent the minimum variance that will afford relief and will represent the least modification possible of the regulation in issue?

---

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**Applicant**

Name Stephen Detwiler

Company Capital City Venue

Address 29 N 2nd Street  
Home- 5116 Earl Drive HBG, PA 17112

Phone 717-712-5975

Email stephengranci@gmail.com

**Applicant's Status**

(Check One)

Owner

Lessee

Equitable Owner

Contract  
Purchaser



**Main Contact for the Project**

Name Stephen Detwiler

Company Capital City Venue

Address 29 N 2nd Street

Home - 5116 Earl Drive HBG, PA 17112

Phone 717-712-5975

Email Stephengracia@gmail.com

**Site Plan Designer (if applicable)**

Name \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

**Property Owner**

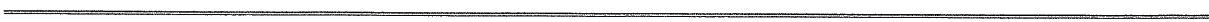
Name Michael Lam

Company \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_





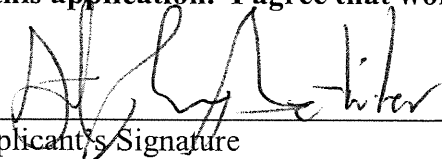
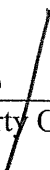


**Items To Be Submitted With Application** (Failure to do so WILL delay the review process:

- Check made payable to the “**City Treasurer**” for the correct amount (see the fee schedule)
  - Proof of legal standing, including: 1) the deed if you are the property owner; or 2) a lease, option to lease, purchase agreement, or some other legal document demonstrating that you have an agreement with the property owner giving you some interest in the property; you will also need to submit the property deed.
  - Scale drawings (either 8.5x11 or 11x17) of the existing property and/or building (**12 copies**)
  - Scale drawings (either 8.5x11 or 11x17) of the proposed change(s) (**12 copies**)
  - Photographs of the existing conditions of the property
- 

**APPLICANT / OWNER CERTIFICATION**

**I hereby certify that the proposed work is authorized by the owner of record and that I agree to conform to all applicable laws of this jurisdiction. I understand that any falsification could lead to denial or criminal penalties, or revocation of any permit pursuant to this application. I agree that work will not begin before receiving final approval.**

	06/06/2022		
Applicant's Signature	Date	Property Owner's Signature	Date

*The owner must sign this application. The applicant signature is required when different from owner.*



**Items To Be Submitted With Application** (Failure to do so WILL delay the review process:

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- Proof of legal standing, including: 1) the deed if you are the property owner; or 2) a lease, option to lease, purchase agreement, or some other legal document demonstrating that you have an agreement with the property owner giving you some interest in the property; you will also need to submit the property deed.
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- Scale drawings (either 8.5x11 or 11x17) of the proposed change(s) (12 copies)
- Photographs of the existing conditions of the property

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\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

  
Property Owner's Signature

6/6/22  
\_\_\_\_\_  
Date

*The owner must sign this application. The applicant signature is required when different from owner.*

# CAPITAL CITY VENUE

CAPITAL CITY VENUE (referred to from hereon in as the “company”) is intended to be established as a business at 29 N 2<sup>nd</sup> Street, Harrisburg, Pa 17101 with the expectation to rapidly expand in the private membership, entertainment industry. The intended business is a sidewalk restaurant with a dance hall for members and private events. We will provide a catering service that allows members to enjoy drinks and food with every events needs acquired separately.

According to the verified market research, the entertainment event host industry made 886 billion dollars in sales in 2020. A quote from their reports read, “the events industry is growing for the last several years, the reason for its growth is that the society wants to celebrate every small or big occasion, there are large numbers of sponsors in the city business areas that could use this space for functions. Start ups for business’s and fundraisers look forward to having a spot light location along with weddings and parties.

To suppress problems before they arise we intend to control portioned catered drinks to the guest when needed. Food is also a privilege that’s catered after walking through our doors for a function. We intend to control drinks and population by handling great security staff leaders and management skills throughout the night. Safe departure is our goal for anyone there or around our building. Bringing a great positive vibe to the strip is our motive.

Our dance section will bring people in to enjoy a sustained well hosted event that’s PRIVATE. A membership card will be given out the customers who want to become part of the company so easy identification is established as well. Our competition has no menu like ours, with our Caribbean smoked foods and grilled items named best for flavors that it won’t be a challenge, along with our specialty catering drink service that is paid for ahead of time so every function is controlled specifically for the setting.

Our company will have great location protection as the law enforcement of the Harrisburg police department will be within eye range as we all located near the station and most popular nights are

usually guarded by foot patrol. Our focus and determination will be positively influenced by music at the hosts demand. The primary competitors for the business are the following:

ODYSSEY NIGHTCLUB  
BOURBON STREET SALOON  
AMERICANA TASTE

However, we believe that my company has the following complete advantages:

An attractive culture of positivity and lighting

Unique services that the event hosts are seeking

A safe secure place to host an event

The benefit to the city is an attractive well-run business that raises up the community.

Our doors are only open to those who are members, also those on the event list.

This is NOT OPEN to the public.

## COMMUNITY AIDING

Our determination to fix violence everyday on the street by hosting meetings weekly or whenever necessary within our facility. Stop the violence meetings are the start.

Helping people get there CDL by tutoring certain days is another way we will proceed to help who's needed. Monday, Wednesday of every week we will have laptops with practice test to help those who want to achieve a such license get the help they need to achieve it. With a pass on the practice test we will as a company pay outright in full the fees for your exam.

Eventually leading to GED tutoring and work help lines to get people back on track who may have not graduated is another aid plan on helping the city relieve with. With the help of volunteer teachers and staff from HACC we will gradually mentor the willing to learn and achieve help to fulfill their degree to get a better job etc.

A staffing drive that will be hosted with a board in our window will allow the unfortunate to also grasp great role skills by helping them focus on employment and safety instead of overwhelming street ways. Local establishments within the area will post to our site in which we will notify people willing to become employed faster.

## MARKETING SUMMARY

The company's major target markets are as followed:

All adults within the private event that are members beyond the age of 21 and up. HACC students and local pedestrians that are members of the club who want a satisfying evening with safety first.

We plan on using advertising tools such as Instagram, Facebook, snapchat, twitter, etc. those medias are our mainstream communications to evolve into a more structure name and business. Bringing videos and tags to our city name will bring positivity through socialism and put our city first.

## SERVICES

We will be hosting week day bingo (Community)

Private event dances (Weddings, graduations etc.)

Catering services throughout the scheduled event will allow drinks portioned by mixologist

Event karaoke for fundraisers as well

Raffle prizes with drawn ticket entry's

Live Event DJ services

Shisha taste bar and system if event host suggest it for their event as well

Overall great business to look forward to surprising the 2<sup>nd</sup> street community.

## Closure

Overall with CAPITAL CITY VENUE we are striving to help the community become more sufficient and structured as we want to become a leader in the business perspective area allowing not only the members but the community to step forward to help accomplish our faults.

Giving a comfortable area to socialize, play game, eat and dance is the only focal point for the 2<sup>nd</sup> street strip. Making a chance starts within the city and allowing people to get their CDL license within our doors and tutoring people who want their GED is also our motive. Knowing that we have the strength to help the unfortunate and getting them off the street can be an easy start to their success story.

WE CAN, WE WILL, WE SHALL is how we will STOP THE VIOLENCE and knowing change is near is our strength to do so.

# GARRETT METAL DETECTORS



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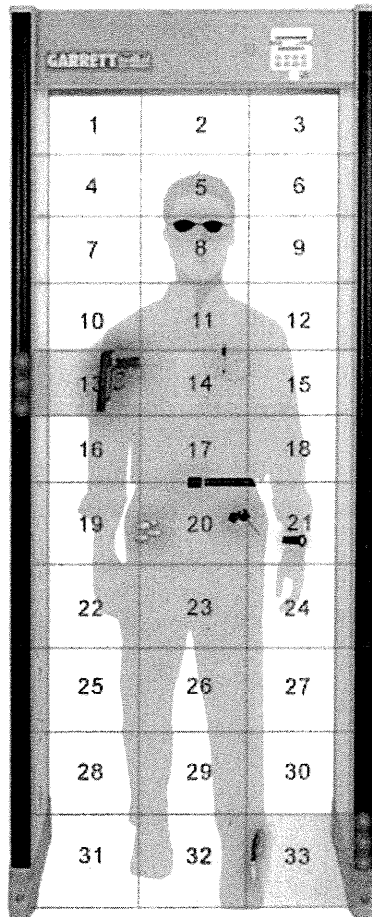
- PD 6500i
- MS 3500
- MT 5500
- CS 5000
- CMA

## PD 6500i™

**Model - 11684XX**  
**MSRP - \$5,495.00**

The PD 6500i is the world's highest performing walk-through metal detector and leads the industry with superior pinpoint technology and unmatched discrimination and sensitivity features. Designed for maximum patron throughput without compromising safety, the PDi is the walk-through of choice for security professionals worldwide.

[Click here to download a PDF version of the complete specsheet](#)



PD 6500i™

### Easy Assembly

The PD 6500i's modular design allows for a quick and simple assembly of its 4 (four) sub-assemblies using only 8 (eight) screws and 3 (three) internal electrical connections.

### 33 Distinct Pinpoint Detection Zones

The PD 6500i offers exclusive multiple target pinpointing with 33 distinct zones for full target coverage on the left, center and right side of the body from head to toe.

### Entry Pacing Lights

Smooth, efficient traffic flow with easy-to-view, eye-level pacing lights with international "wait" and "proceed" symbols on the entrance side of each panel.

### Overhead Control Unit

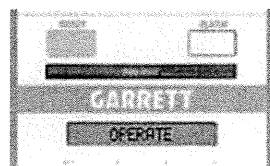
LCD Display, alarm lights, LED bar graphs and control touchpads plus all wiring, connections and electronics are integrated into a single lockable overhead compartment which eliminates exposure of wires and external control box.

### Multi-dimensional Coil Design

The PD 6500i's exclusive multi-dimensional coil design provides unmatched detection of potentially lethal metal items such as guns, knives and other flat and rod-shaped weapons regardless of location and orientation.

### Audible and Visual Alarms

Audible alarm and Visual LED lights signal when a target has been detected.



The PD 6500i's Access Control Panel is designed for use by authorized personnel with specific, multi-level security codes. It allows authorized users to change settings such as detection Program and Sensitivity.

*This One!*

# GARRETT METAL DETECTORS



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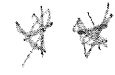
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  - THD
  - Enforcer G-2

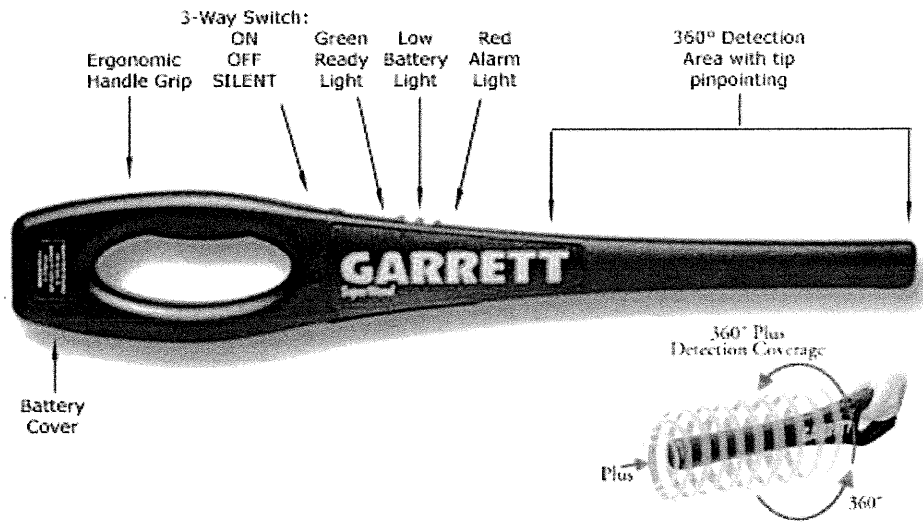
## SuperWand

**Model - 1165800**  
**MSRP - \$229.95**

The SuperWand's exclusive 360° detection field provides uniform sensitivity and tip pinpointing to detect weapons and other metal objects with extreme accuracy. From U.S. airports to sporting events, the SuperWand is the hand-held of choice for today's security screener.



[Click here to download a PDF version of the complete specsheet](#)



### Specifications:

- Operating Temperatures  
-35°F (-37°C) to 158°F (70°C)
- Humidity  
To 95% non-condensing
- Operating Frequency  
95 kHz
- Audio Frequency  
2kHz
- Tuning  
Automatic
- Indicators  
Silent / Vibrate  
Audible Speaker  
LED Alert Lights

- Controls  
3 way switch ON (Speaker / LED Light)  
ON (Vibrating / LED Light)  
OFF
- Battery  
Single 9 volt battery provides up to 60 hours of normal operation. Optional NiMH rechargeable battery provides up to 20 hours on each 12-hour recharge

• Dimensions

Width	3.25" (8.3 cm)
Thickness	1.625" (4.13 cm)
Length	16.5" (42 cm)





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## Alvarado Powder Coated Waist High Turnstile - 10-14 day Quick Ship



**\$1,587.60**

Model: SLT-3PF  
Weight: 120.00

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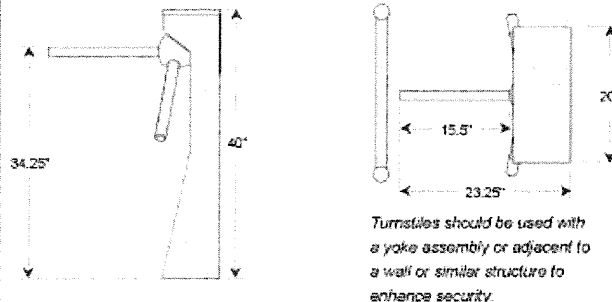
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SLT Waist High Turnstile configured for free passage in both the entry and exit directions. Unit is supplied in a black wrinkle poly-coat finish, with stainless steel arms and lid. Unit ships complete, no on-site assembly required. Unit includes mechanical key overrides for both the entry and exit directions. Unit is available to ship in 10-14 days from receipt of order

**Features**

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- Stainless Steel Internal Components
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**Dimensions**



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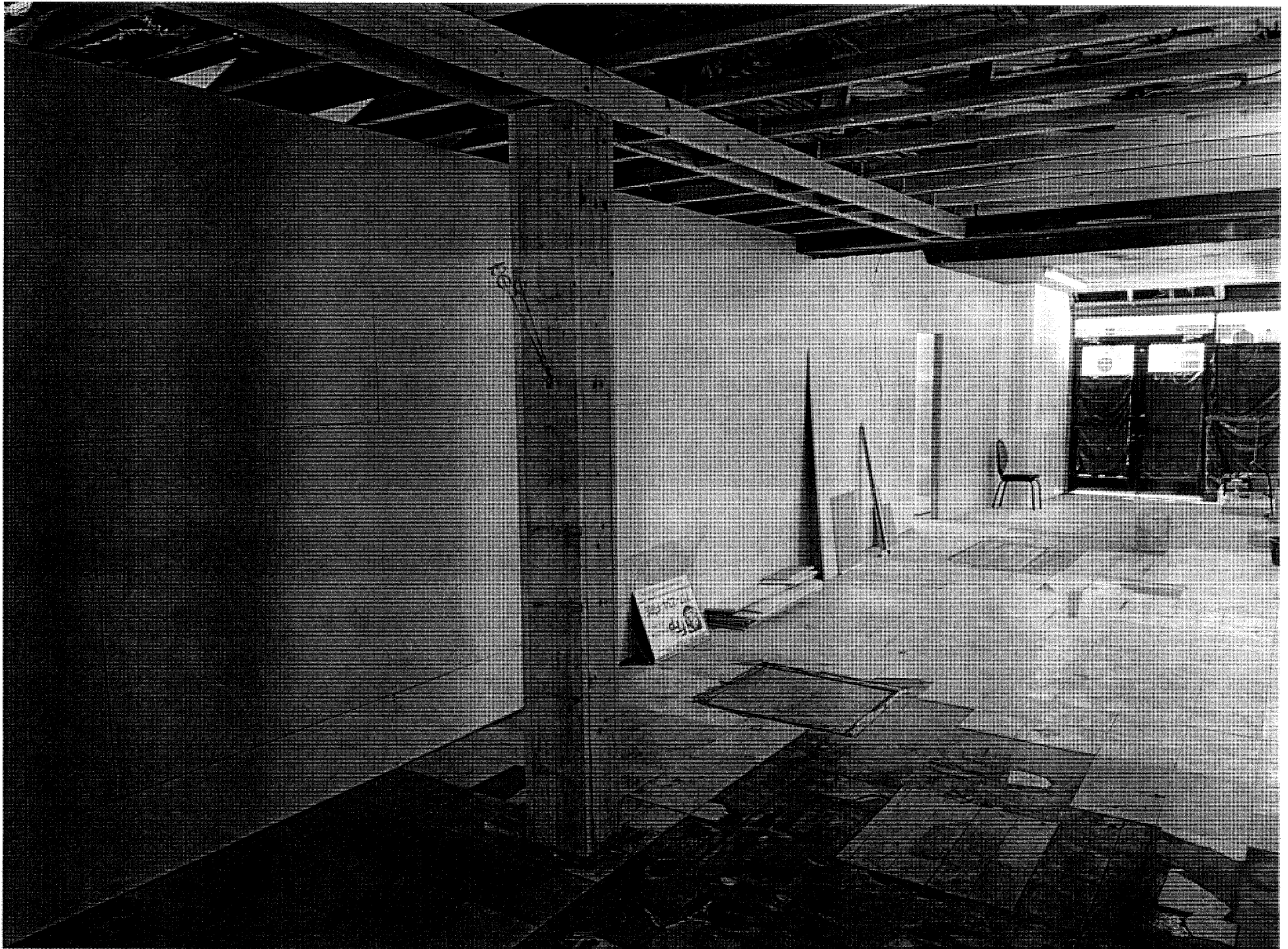
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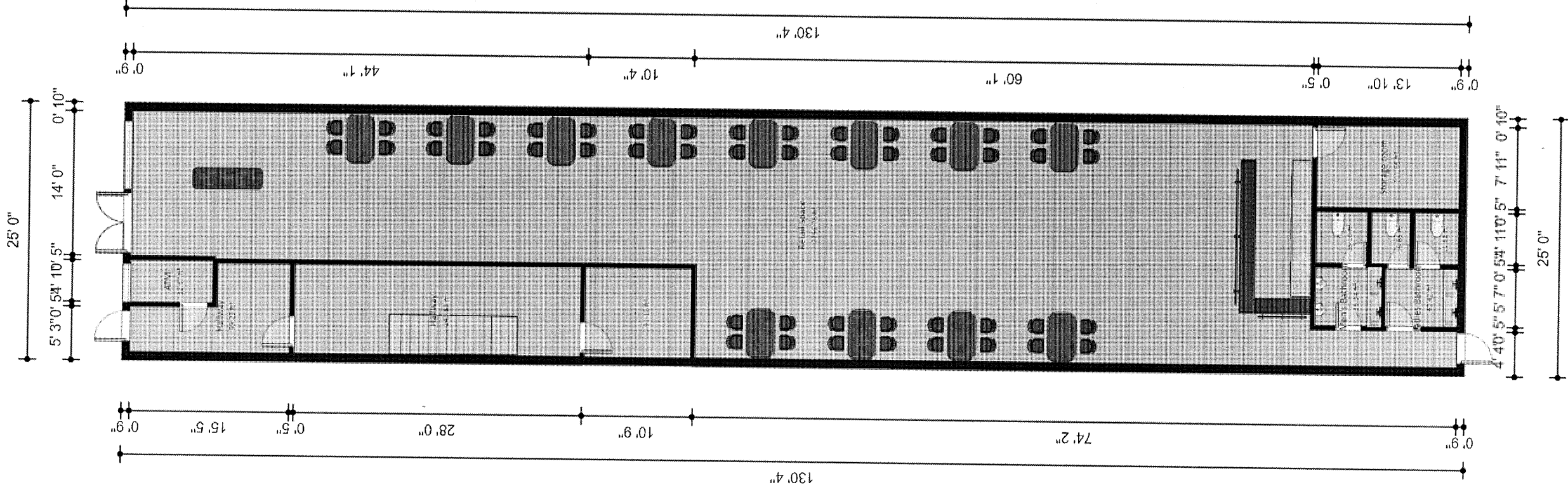




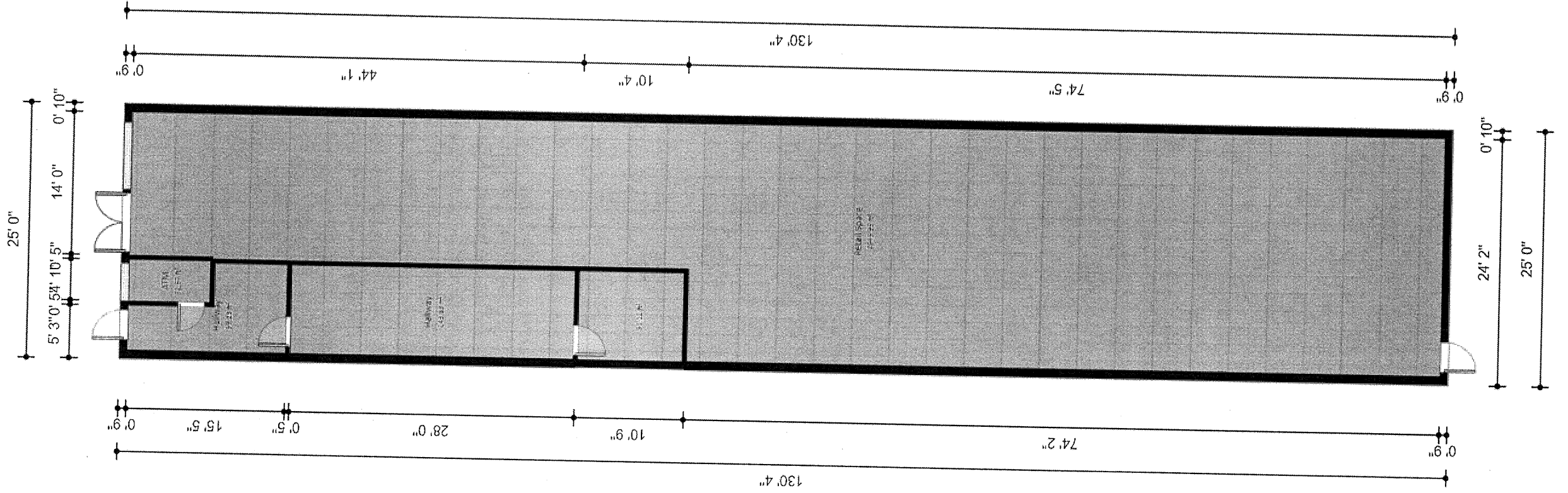












May 25, 2022

Capital Venue  
29 N 2nd St.  
Harrisburg, PA 17101

Dear Neighbor,

My name is Stephen Graci, I am the owner of a new up and coming business, Capital Venue, in downtown Harrisburg.

I am writing to make you aware that I have applied for a zoning special exception to operate an events venue with catering as an option at 29 N 2nd St. Harrisburg, Pa 17101. As part of the application process, I am required to contact you and all property owners within 100 feet of the building.

My application will be reviewed by the Zoning Hearing Board on Monday July 18 at 6pm. The Planning Commission meeting will be held Wednesday July 6th at 6pm. Both meetings will be held at the MLK Government Center, 10 N 2nd St. Harrisburg, Pa 17101. Please attend the meetings if you have any comments or concerns about the application.

Thank you,

Stephen J. Detwiler Graci



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Ma

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2107 Walnut St.  
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To:

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1920 Monterey Dr  
Harrisburg PA 17112

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Economic Dev  
25 2nd St  
Harrisburg PA 17108

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To:

Dusan  
Bratic  
5700 Franklin St  
Harrisburg PA 17108

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**§ 4-406. Sales by liquor licensees; restrictions**  
 Purdon's Pennsylvania Statutes and Consolidated Statutes  
 Title 47 P.S. Liquor  
 Effective: November 5, 2021

Purdon's Pennsylvania Statutes and Consolidated Statutes  
 Title 47 P.S. Liquor (Refs & Annos)  
 Chapter 1. Liquor Code (Refs & Annos)  
 Article IV. Licenses and Regulations; Liquor, Alcohol and Malt and Brewed Beverages  
 (a) Liquor and Alcohol (Not Including Manufacturers) (Refs & Annos)

Effective: November 5, 2021

47 P.S. § 4-406

**§ 4-406. Sales by liquor licensees; restrictions**

[Currentness](#)

(a)(1) Every hotel, restaurant or club liquor licensee may sell liquor and malt or brewed beverages by the glass, open bottle or other container, and in any mixture, for consumption only in that part of the hotel or restaurant habitually used for the serving of food to guests or patrons, or in a bowling alley that is immediately adjacent to and under the same roof as a restaurant, and in the case of hotels, to guests, and in the case of clubs, to members, in their private rooms in the hotel or club. No club licensee nor its officers, servants, agents or employes, other than one holding a catering license, shall sell any liquor or malt or brewed beverages to any person except a member of the club. The holder of a restaurant license located in a hotel may sell liquor or malt or brewed beverages for consumption in that part of the restaurant habitually used for the serving of meals to patrons and also to guests in private guest rooms in the hotel. For the purpose of this paragraph, any person who is an active member of another club which is chartered by the same state or national organization shall have the same rights and privileges as members of the particular club. For the purpose of this paragraph, any person who is an active member of any volunteer firefighting company, association or group of this Commonwealth, whether incorporated or unincorporated, shall upon the approval of any club composed of volunteer firemen licensed under this act, have the same social rights and privileges as members of such licensed club. For the purposes of this paragraph, the term "active member" shall not include a social member. Any club licensee which is either an incorporated unit of a national veterans' organization or an affiliated organization as defined in section 461.1<sup>1</sup> shall be permitted to sell liquor or malt or brewed beverages to any active member of another unit which is chartered by the same national veterans' organization or to any member of a nationally chartered auxiliary associated with the same national veterans' organization.

(2) Hotel and restaurant liquor licensees, municipal golf course restaurant liquor licensees and privately-owned public golf course restaurant licensees may sell liquor and malt or brewed beverages only after seven o'clock antemeridian of any day until two o'clock antemeridian of the following day, except Sunday, and except as hereinafter provided, may sell liquor and malt or brewed beverages on Sunday between the hours of twelve o'clock midnight and two o'clock antemeridian.

(2.1) Airport restaurant liquor licensees may sell liquor and malt or brewed beverages only after five o'clock antemeridian of any day and until two o'clock antemeridian of the following day.

(3) Hotel and restaurant liquor licensees, municipal golf course restaurant liquor licensees and privately-owned public golf course restaurant licensees may sell liquor and malt or brewed beverages on Sunday between the hours of nine o'clock antemeridian and two o'clock antemeridian Monday upon purchase of a special permit from the board at an annual fee as prescribed in section 614-A of the act of April 9, 1929 (P.L. 177, No. 175),<sup>2</sup> known as "The Administrative Code of 1929." Airport restaurant liquor licensees may sell liquor and malt or brewed beverages on Sunday between the hours of five o'clock antemeridian and two o'clock antemeridian Monday upon purchase of a special permit from the board at an annual fee as prescribed in section 614-A of the act of April 9, 1929 (P.L. 177, No. 175), known as "The Administrative Code of 1929."

(4) Hotel and restaurant liquor licensees, municipal golf course restaurant liquor licensees and privately-owned public golf course restaurant licensees which do not qualify for and purchase such special permit, their servants, agents or employes may sell liquor and malt or brewed beverages only after seven o'clock antemeridian of any day and until two o'clock antemeridian of the following day, and shall not sell after two o'clock antemeridian on Sunday. No club licensee or its servants, agents or employes may sell liquor or malt or brewed beverages between the hours of three o'clock antemeridian and seven o'clock antemeridian on any day. No public service liquor licensee or its servants, agents, or employes may sell liquor or malt or brewed beverages between the hours of two o'clock antemeridian and seven o'clock antemeridian on any day.

(5) Deleted.

(6) Notwithstanding any provisions to the contrary, whenever the thirty-first day of December falls on a Sunday, every hotel or restaurant liquor licensee, their servants, agents or employes may sell liquor and malt or brewed beverages on any such day after one o'clock postmeridian and until two o'clock antemeridian of the following day.

(6.1) Notwithstanding any provisions to the contrary, whenever Saint Patrick's Day falls on a Sunday, every hotel or restaurant liquor licensee, their servants, agents or employes may sell liquor and malt or brewed beverages on any such day after seven o'clock antemeridian and until two o'clock antemeridian of the following day.

(7) Notwithstanding any other provision of this act, if Groundhog Day falls on a Sunday, a hotel or restaurant licensee or the hotel or restaurant licensee's servants, agents or employes may sell liquor and malt or brewed beverages on that day after seven o'clock antemeridian and until two o'clock antemeridian of the following day.

(b) Such Sunday sales by hotel and restaurant liquor licensees which qualify for and purchase such special permit, their servants, agents and employes, shall be made subject to the restrictions imposed by the act on sales by hotels and restaurants for sales on weekdays as well as those restrictions set forth in this section.

(c) Notwithstanding any provision of this act, on the Sunday on which the sporting event commonly referred to as the "Super Bowl" is conducted, licensees who do not possess the special annual permit provided for in subsection (a)(3), their servants, agents or employes may sell liquor and malt or brewed beverages on such Sunday after one o'clock postmeridian and until two o'clock antemeridian of the following day.

(d) Subject to section 412,<sup>3</sup> licensed public venues may sell liquor and malt or brewed beverages on Sundays from eleven o'clock antemeridian until midnight without the need to acquire or qualify for a special permit. In addition, subject to section 413,<sup>4</sup> licensed performing arts facilities may sell liquor and malt or brewed beverages on Sundays from ten o'clock antemeridian until ten o'clock postmeridian without the need to acquire or qualify for a special permit.

(e)(1) The holder of a hotel license or the holder of a restaurant license located in a hotel may allow persons to transport liquor or malt or brewed beverages from the licensed portion of the premises to the unlicensed portion of the premises, so long as the liquor or malt or brewed beverages remain on the hotel property. In addition, a holder of a restaurant or club license located on a golf course may sell, furnish or give liquor or malt or brewed beverages on the unlicensed portion of the golf course so long as the liquor or malt or brewed beverages remain on the restaurant, club or golf course. The holder of a restaurant license located immediately adjacent to and under the same roof of a bowling center may allow persons to transport liquor or malt or brewed beverages from the licensed portion of the premises to the unlicensed portion of the premises, so long as the liquor or malt or brewed beverages remain within the bowling center. In addition, the holder of a hotel license or a restaurant license may allow persons who have purchased but only partially consumed a bottle of wine on the premises to remove the bottle from the premises so long as the bottle was purchased in conjunction with a meal which was consumed on the premises and so long as the bottle is resealed. For purposes of this subsection, "wine" shall have the meaning given to it under section 488(i).<sup>5</sup> For purposes of this section and section 432,<sup>6</sup> "meal" shall mean food prepared on the premises, sufficient to constitute breakfast, lunch or dinner; it shall not mean a snack, such as pretzels, popcorn, chips or similar food.

(2) A holder of a restaurant or club license located on a golf course may store liquor or malt or brewed beverages in a permanent facility on the unlicensed portion of the golf course so long as the liquor or malt or brewed beverages remain on the restaurant, club or golf course without regard to whether there is any intervening public thoroughfare.

(f) The holder of a hotel or restaurant liquor license may obtain an off-premises catering permit subject to section 493(33)<sup>7</sup> to hold a catered function off the licensed premises and on otherwise unlicensed premises where the licensee may sell wine, liquor and malt or brewed beverages by the glass, open bottle or other container, and in any mixture together with food, for consumption on those premises. Functions conducted under the authority of the permit shall be subject to the following:

(1) alcohol may be provided only during the days and hours that the license holder may otherwise sell alcohol;

(2) all servers at the off premises catered function shall be in compliance with the responsible alcohol management provisions under section 471.1;<sup>8</sup>

(3) each catered function shall last no longer than one day and not more than fifty-two catered functions may be held each calendar year by each license holder for use with a particular license;

(4) a catered function shall not be held at a location that is already subject to the applicant's or another licensee's license;

(5) a permit shall not be issued to an applicant whose license is in safekeeping;

(6) a permit shall not be issued to a location that is subject to a pending objection by the director of the Bureau of Licensing or the board under section 470(a.1);<sup>9</sup>

(7) a permit shall not be issued to a location that is subject to a pending license suspension under section 471<sup>10</sup> or the one-year prohibition on the issuance or transfer of a license under section 471(b);

(8) no alcohol may be taken from the permitted location by any patron, but the applicant may transport alcohol to and from its licensed premises to the proposed premises;

(9) written notice of the catered function as enumerated in paragraph (10) shall be provided to the local police and the enforcement bureau at least seven days in advance of the event;

(10) written notice shall be provided to the board at least fourteen days prior to a catered function. Written notice must include the location of the function, time of the function, host of the function, general information regarding the guests expected at the function as well as any information the board shall from time to time prescribe. The board may, in its discretion, accept notice in an electronic format. The board may, in its discretion, waive the fourteen-day notice period for a catered function if:

(i) the applicant has previously conducted functions that meet the requirements of this act;

(ii) the applicant is a licensee in good standing with the board;

(iii) notification was received at least seven days prior to the catered function; and

(iv) the applicant pays a late fee of one hundred dollars (\$100);

(11) the board shall, in its discretion, approve or disapprove a catered function if the applicant fails to provide timely notice of the catered function, does not intend to conduct a function that meets the requirements of this act or has previously conducted a function that did not meet the requirements of this act;

(12) if a catered function is scheduled to occur on private property, the owner of that property is deemed to have submitted to the jurisdiction of the enforcement bureau, and the warrant required by section 211(a)(2) of this act<sup>11</sup> shall not be necessary for the enforcement bureau to enter and search the premises during the function or any activities related to the function;

(13) no catered function may be held for more than five hours per day and must end by midnight unless the catered function occurs on December 31 of any calendar year on which date the catered function must end by two o'clock antemeridian;

(14) neither the owner of the property nor the applicant may sell tickets to a catered function unless one of the following conditions is met:

(i) the applicant has contracted with an eligible entity for the function, and the function is being used to raise money for the eligible entity's organization;

(ii) the applicant has contracted with a nonprofit organization as defined under section 501(c)(3) of the Internal Revenue Code of 1986 (Public Law 99-514, 26 U.S.C. § 501(c)(3)), for an event which has the sole purpose of raising funds for that nonprofit organization; or

(iii) the applicant has contracted with an organization that holds tax-exempt status under section 527 of the Internal Revenue Code of 1986;<sup>12</sup>

(15) the catered function location shall be subject to section 493(34) of this act;

(16) catered functions may not be held in locations that are subject to a pending, protested transfer application;

(17) a permit may not be issued to a license holder whose license is subject to a pending objection by the director of the Bureau of Licensing or the board under section 470(a.1);

(18) a permit shall not be issued to a licensee for use in any location that is mobile; and

(19) a permit shall not be issued for use on any location used for parking at a sports event or concert event.

(g) Notwithstanding any other provision of law or regulation, the holder of a retail license may hold happy hours up to four consecutive or nonconsecutive hours per day and up to fourteen hours per week during which the holder discounts the price of alcoholic beverages. No discounts may be given between the hours of midnight and the legal closing time. Notice of all happy hours shall be visibly posted on the licensed premises seven days prior to the happy hour. Except as provided in this subsection, a licensee shall comply with the provisions of 40 Pa. Code § 13.102 (relating to discount pricing practices). Neither events conducted under the authority of 40 Pa. Code § 13.102(b) nor discounts provided to mug club members shall be counted against the four-hour per day or fourteen-hour per week limit.

(h) Notwithstanding any other provision of law or regulation, a catering club licensee may cater a self-sponsored event no more than twelve occasions during its licensed term with no more than one event in any calendar month.

(i) Notwithstanding any other provision of law or regulation, a club that sanctions or sponsors an event between participants of its bona fide membership and the participants from any licensed entity may sell alcohol to those nonmembers provided the following:

(1) the event is scheduled more than twenty-four hours in advance; and

(2) the nonmember participants are listed on a roster or registration list provided by a league, organization or licensed entity prior to the beginning of the event.



(j) Liquor and wine in the possession of a licensee at the time the licensed business closes permanently may be sold to another licensee qualified to sell such products. The licensee shall notify the board in writing advising the board of the name of the licensee and identifying any product sold to that licensee, as well as the description of the liquor, including brand names, sizes and numbers of containers sold to another licensee.

### Credits

1951, April 12, P.L. 90, art. IV, § 406. Amended 1957, May 27, P.L. 201, § 1; 1960, Jan. 7, P.L. (1959) 2106, § 1; 1961, Feb. 21, P.L. 45, § 1; 1961, Sept. 19, P.L. 1507, § 1; 1961, Sept. 20, P.L. 1513, § 1; 1967, Oct. 9, P.L. 413, No. 183, § 1; 1967, Nov. 30, P.L. 655, No. 302, § 1, imd. effective; 1971, July 7, P.L. 191, No. 27, §§ 1, 3, imd. effective; 1971, Sept. 2, P.L. 429, No. 103, §§ 2, 4; 1972, June 1, No. 95, § 2, imd. effective; 1973, March 5, P.L. 1, No. 1, § 2, imd. effective; 1975, June 16, P.L. 14, No. 5, § 1, imd. effective; 1980, Dec. 12, P.L. 1195, No. 221, § 2, imd. effective; 1980, July 3, P.L. 348, No. 88, § 1, imd. effective; 1982, Dec. 17, P.L. 1390, No. 319, § 2, effective in 60 days; 1982, Feb. 18, P.L. 40, No. 24, § 1, imd. effective; 1984, May 9, P.L. 246, No. 54, § 1, imd. effective; 1985, Feb. 28, P.L. 1, No. 1, § 1, imd. effective. Reenacted 1987, June 29, P.L. 32, No. 14, § 27, effective July 1, 1987. Amended 1994, April 29, P.L. 212, No. 30, § 6, effective in 60 days; 1996, May 31, P.L. 312, No. 49, § 2, imd. effective; 1998, Feb. 18, P.L. 162, No. 25, § 1, imd. effective; 1999, Nov. 10, P.L. 514, No. 47, § 1, imd. effective; 2000, Dec. 20, P.L. 992, No. 141, § 5, effective in 60 days; 2002, Dec. 9, P.L. 1653, No. 212, § 6, effective in 60 days; 2003, May 8, P.L. 1, No. 1, § 3, imd. effective; 2003, July 17, P.L. 63, No. 15, § 4, imd. effective; 2003, Dec. 30, P.L. 423, No. 59, § 5, imd. effective; 2005, July 6, P.L. 135, No. 39, § 3, imd. effective; 2006, Nov. 29, P.L. 1421, No. 155, § 1.1, imd. effective; 2011, June 28, P.L. 55, No. 11, § 2, effective in 30 days [July 28, 2011]; 2011, Dec. 22, P.L. 530, No. 113, § 3, imd. effective; 2012, July 5, P.L. 1007, No. 116, § 3, effective in 60 days [Sept. 4, 2012]; 2016, June 8, P.L. 273, No. 39, § 5, effective in 60 days [Aug. 8, 2016]; 2016, Nov. 15, P.L. 1286, No. 166, § 5, effective in 60 days [Jan. 17, 2017]; 2019, Nov. 21, P.L. 635, No. 86, § 2, imd. effective; 2021, Nov. 5, P.L. 424, No. 81, § 1, imd. effective.

### Footnotes

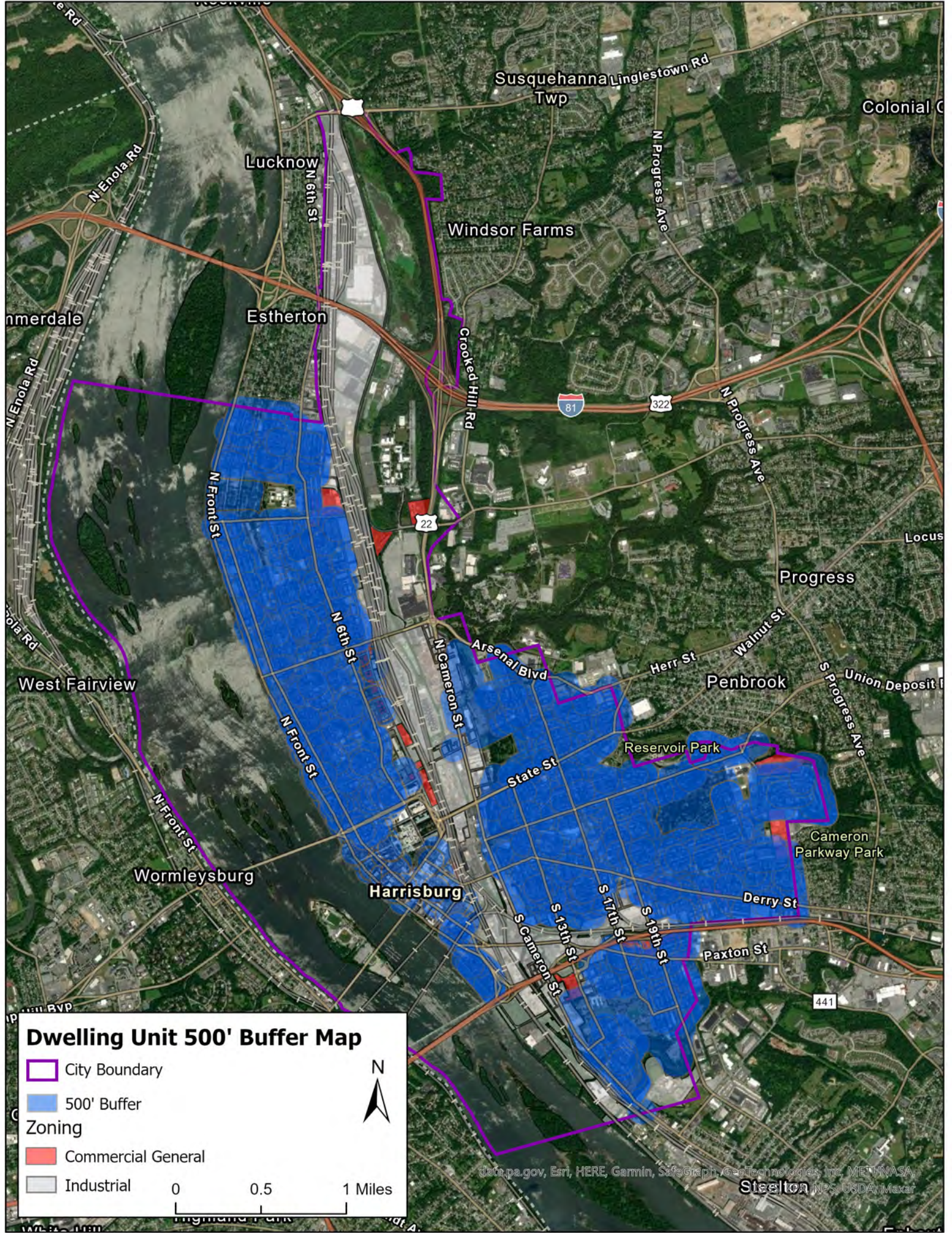
- [1](#) 47 P.S. § 4-461.1.
- [2](#) 71 P.S. § 240.14A.
- [3](#) 47 P.S. § 4-412.
- [4](#) 47 P.S. § 4-413.
- [5](#) 47 P.S. § 4-488.
- [6](#) 47 P.S. § 4-432.
- [7](#) 47 P.S. § 4-493.
- [8](#) 47 P.S. § 4-471.1.
- [9](#) 47 P.S. § 4-470.
- [10](#) 47 P.S. § 4-471.
- [11](#) 47 P.S. § 2-211.
- [12](#) 26 U.S.C.A. § 527.

47 P.S. § 4-406, PA ST 47 P.S. § 4-406

Current through 2022 Regular Session Act 24. Some statute sections may be more current, see credits for details.

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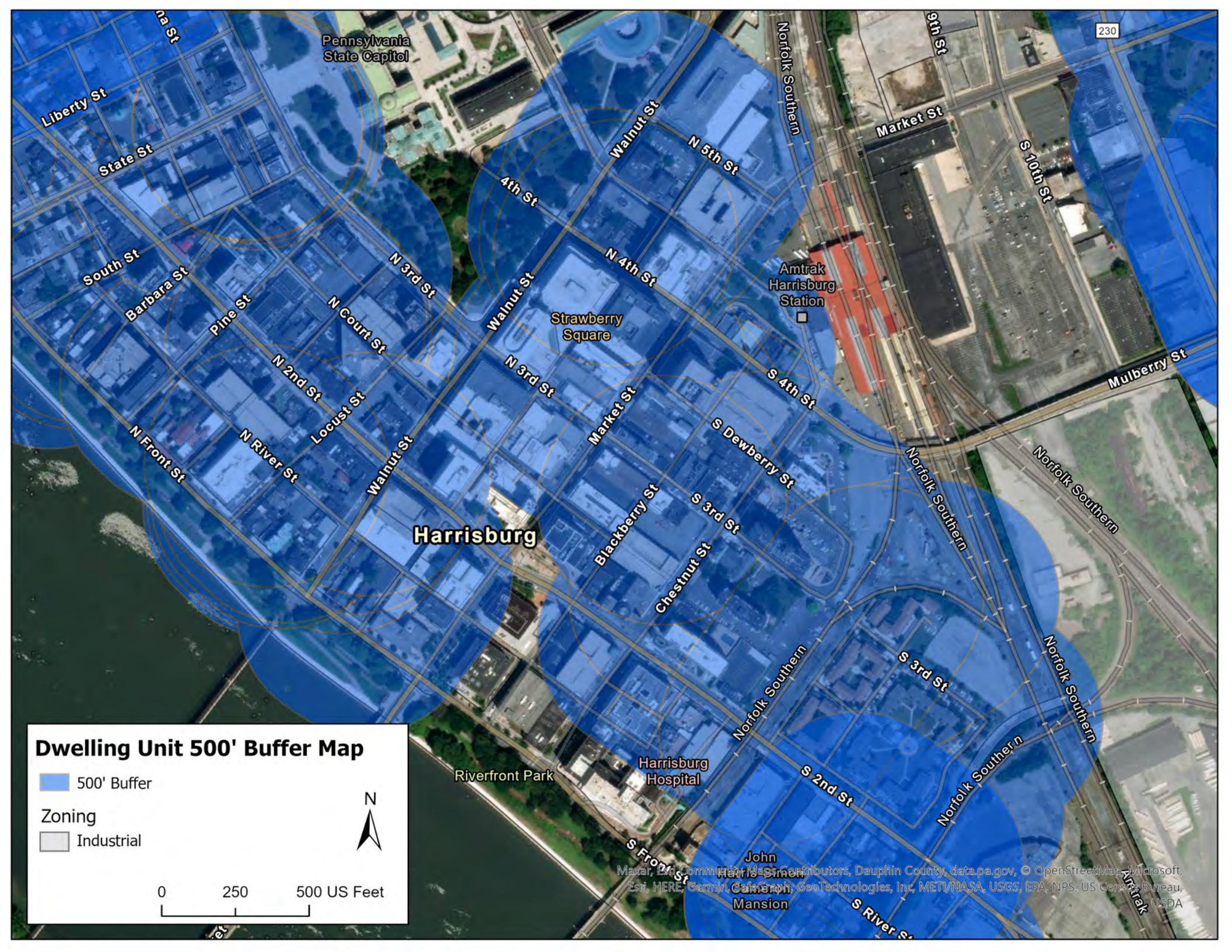


### Dwelling Unit 500' Buffer Map

- City Boundary
- 500' Buffer
- Zoning**
- Commercial General
- Industrial



0      0.5      1 Miles



### Dwelling Unit 500' Buffer Map

500' Buffer

Zoning

Industrial

0 250 500 US Feet



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# STANDARD FORM OF STORE LEASE

**Agreement of Lease**, made as of this 5<sup>th</sup> day of June 2022, between L & C Holdings, LLC., Party of the first part, hereafter referred to as LANDLORD/OWNER, Stephen Graci S.S.# 193-74-1918  
D/B/A Capital Venue LLC party of the second part hereafter referred to as TENANT.

**Witnesseth:** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the store premises in the building known as 29 North 2nd Street Unit A in the city of Harrisburg, City of Pennsylvania, for the term of (5) Five Years (or until such term shall sooner cease and expire as hereafter provided). Lease agreement starts August 1<sup>st</sup> 2022, and to end on the 31<sup>st</sup> day of July, 2024. Annual increase will be 5%.

**TERM AND MONTHLY BASE RENT.** The rent schedules are listed below:

Year	Base Rent Years	Monthly	Annual
1	8/1/22 to 7/31/2023	\$5,000.00	\$60,000.00
2	8/1/23 to 7/31/2024	\$5,250.00	\$63,000.00

**Rent Abatement: (2) two month rent abated (June 2022 to July 2022. Tenant will be responsible for only property taxes during abatement period.**

Tenant agrees to pay in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, in equal monthly installments in advance on the 1<sup>st</sup> of each month during said term, at the time of Landlord or such other place as Landlord may designate, without any set off or deduction whatsoever.

The parties hereto, for themselves, their heirs, distributes, executors, administrators, legal representatives, successors and assigns, hereby covenant as follows:

**1. Rent:**

Tenant shall pay the rent as above and as hereinafter provided. It is hereby understood and agreed that any such additional payments shall be construed and deemed to be additional rent and become part of rent installments of rent reserved in this lease and may be collected by the landlord as part of any rent thereafter becoming due and payable. During the term of this agreement rent is due on the first day of each month at the office of Management or at such other place Management may designate. Time is of the essence of this agreement. If the rent is accepted after the close of the business day, on the 5<sup>th</sup> of each month, there will be **\$150 late charge**, any returned check will be considered as unpaid rent. Tenant agrees to pay **\$50** for each returned check.

All rent payment will be submitted to: Property Management unless otherwise instructed by Landlord.

**2. Security Deposit.** Management acknowledges receipt of **\$5,000 (five thousand dollars)** as a deposit to indemnify owner against damage to the property and for faithful performance and observance by Tenant of the terms, provisions and conditions of this lease. Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Unless otherwise provided by mandatory non-waivable law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit. Tenant will adjust total amount of security deposit equaling two months of rent each year.

**3. Occupancy.** Tenant shall use and occupy demised premises for event space. Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of pornographic uses, storing, daycare, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device. Final layout of the premise will be determined by owner and/or architect upon the final approval of design completion of the Bank ATM and residential entrance.

**4. Sublease and Assignment.** Tenant shall not assign, mortgage or encumber this agreement, nor underlet, or suffer or permit the demised premises or any part thereof to be used by others, without the prior written consent of Owner in each instance. This lease may not be

Tenant:  Landlord: 

assigned except by written permission obtained in advance from the landlord. Provided the tenant shall not be in default of any of the terms and conditions of this lease, the landlord shall not unreasonably withhold his permission to any such assignment, provided also that : (a) notice of any such proposed assignment, shall be served in advance on the landlord, by certified mail return receipt requested, informing the landlord thereby of the name, address and the nature of any such proposed assignee(s) of the business, and (b) providing reasonable financial references. If the landlord shall deem such proposed assignee suitable and if the nature of the business to be conducted by the present tenant, then the landlord shall grant his permission to any such assignment. However, within ten (10) days of any such assignment the tenant and/or assignee must deliver to the landlord a duly executed assignment and assumption agreement, in recordable form, by certified mail, return receipt requested. **Two months** additional rent will be charge for transfer of this lease to a new assignee upon landlord's approval.

5. **Repairs.** During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of heating systems, cooling systems, plumbing, floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for the roof, subject to the obligations of the parties otherwise set forth in this Lease. Tenant shall maintain such exterior installations in good appearance and shall cause the same to be operated in a good and workmanlike manner and shall make all repairs thereto necessary to keep same in good order and condition, at tenant's own cost and expense, shall cause the same to be covered by the insurance provided for hereafter in Article 8. Tenant shall, throughout the term of this lease, take good care of the demised premises and the fixtures and appurtenances therein, and the sidewalks adjacent thereto, and it its sole cost and expense, make all non-structural repairs thereto as and when needed to preserve them in good working order and condition reasonable wear and tear, obsolescence and damage from the elements, fire or other casualty excepted. If the demised premises be or become infested with vermin, Tenant shall at Tenant's expense cause the same to be exterminated from time to time to the satisfaction of Owner.

**Alterations and Improvements.** Tenant, at Tenant's expense, shall have the right following prior Landlord's written consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall before making any alternations, additions, installations or improvements, at its expense obtain all permits, approvals and certificates required by any governmental or quasi-governmental bodies and (upon completion) certificates of final approval thereof and shall deliver promptly duplicates all such permits , approvals and certificates to Landlord and Tenant agrees to carry and will cause Tenant's contractors and sub-contractors to carry such workman's compensation, general liability, personal and property damage insurance as Landlord may require. If any mechanic's lien is filed against the demised premise or the building of which the same forms a part, for work claimed to have done for, or materials furnished to, Tenant, whether or not done pursuant to this article, the same shall be discharged by Tenant within ten days thereafter, at Tenant's expense, by filing the bond required by law. All fixtures and all paneling, partitions, railings and like installations, installed in the premises at any time, either Tenant or Landlord in Tenant's behalf, shall upon installation become the property of the landlord and shall remain upon and be surrendered with the premises unless Owner by notice to Tenant no later than twenty days prior to the date fix as the termination of this lease, elects to relinquish Landlord's right thereto and have them removed by Tenant, in which event, the same shall be removed form the premises by Tenant prior to the expiration of the lease, at Tenant's expense. Nothing in this article shall be construed to give Landlord title to or to prevent Tenant's removal of trade fixtures, movables office furniture and equipment, but upon removal of any such from the premises or upon removal of other installations as may be required by Landlord. Tenant shall immediately and at its expense, repair and restore the premises to the condition existing prior to installation and repair any damage to the demised premise or the building due to such removal. All property permitted or required to be removed by Tenant at the end of the term remaining in the premises after Tenant removal shall be deemed abandoned and may, at the election of Landlord, either be retained as Landlord's property or may be removed from the premises by Landlord at Tenant's expense. The landlord has the right to require that the tenant at the Lease's termination to return the premises to its original condition.

6. **Property Taxes.** Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all property taxes (Dauphin County, City Real Estate Tax, Harrisburg Downtown Improvement District and School Tax) with respect to Landlord's property, if any, on the Leased Premises. In addition to rent, Tenant shall be responsible for paying all property taxes with respect to the Leased Premises equal to **45%** of the yearly real estate property taxes of the building. The Landlord will present the official property taxes bill to the Tenant when available and Tenant shall pay such amounts within fifteen (15) days of invoice.

7. **Insurance.**  
A. If the Leased Premises or any other party of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.  
B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

Tenant:  Landlord: 

- C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each portion in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than **\$2,000,000** combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.
- D. Insurance Criticism: The tenant shall take appropriate action to eliminate any criticism or comply with any recommendation with respect to tenant's use of the demised premises, which any of landlord's insurance carriers may reasonably make to keep landlord's insurance in effect and/or to keep the then current rate. In the event tenant shall fail to comply herewith, after written notice from landlord within the time allowed by said insurance company to keep landlord's insurance in effect and/or to keep the then current rate, landlord may take action under the lease to enforce landlord's rights and/or in the alternative or as additional relief, may do what is necessary to eliminate or comply therewith and in such event, may charge tenant with the cost of same as additional rent. Tenant shall reimbursement landlord for any increase in property insurance due to tenant's nature of business or violations by city and state.

8. **Utilities.** Tenant shall pay all charges for heat, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. In the event that any utility or service provided to the Leased Premises is not separately metered, Landlord shall pay the amount due and separately invoice Tenant for Tenant's pro rata share of the charges. Tenant shall pay such amounts within fifteen (15) days of invoice. Tenant acknowledges that the Leased Premises are designed to provide standard restaurant use electrical facilities and standard restaurant lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in Landlord's reasonable opinion, overloads the wiring or interferes with electrical services to other tenants. Tenant shall pay for water charges for their business.

9. **Common Area Maintenance.** The tenant shall be responsible for common area maintenance of the entire front of the building. This includes but not limited to cleaning, snow removal, lighting, and other common area items in the building. Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

10. **Access to Premises.** Landlord or Landlord's agents shall have the right (but shall not be obligated) to enter the demised premises in any emergency at any time, and at other reasonable times, to examine the same and to make such repairs, replacements and improvements as Landlords may deem necessary and reasonably desirable to any portion of the building or which Landlord may elect to perform, in the premises, following Tenant failure to make repairs or perform any work which Tenant is obligated to perform under this lease, or for the purpose

11. **Building Rules.** Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing.

**Damage and Destruction.**

If the demised premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give immediate notice thereof to Landlord and this lease shall continue in full force and effect except as hereafter set forth (b) If the demised premises are partially damaged or rendered partially useable by fire or other casualty, the damages thereto shall be repaired by and at the expenses of Landlord and the rent, until such repair shall be substantially completed, shall be apportioned from the day following the casualty according to the part of the premises which is usable. (c) If the demised premises are totally damaged or rendered wholly unusable by fire or other casualty, then rent shall be proportionately paid up to the time of the casualty and there forth shall cease until the date when the premises shall have been repaired and restored by Landlord, subject to Landlord's right to elect not to restore the same as hereafter provided (d) If the demised premises are rendered wholly unusable or (whether or not the demised premises are damaged in whole or in part) if the building shall be so damaged that Landlord shall decide to demolish it or rebuild it then in any such events, landlord may elect to terminate this lease by written notice to Tenant given within 90 days after such fire or casualty specifying a date for the expiration of the lease, which date shall not be more than 60 days after the giving of such notice, and upon the date specified in such notice the term of this lease shall expire as fully and completely as if such date were the date set forth above for the termination of this lease and Tenant shall forthwith quit, surrender, and vacate the premises without prejudice however, to Landlord's rights and remedies against Tenant under the lease provisions in effect prior to such termination, and any rent owing shall be paid upon to such date and any payments of

Tenant:  Landlord: 

rent made by Tenant which were on account of any period subsequent to such date shall be returned to Tenant. Unless Landlord shall serve a termination notice as provided for herein, Landlord shall make the repairs and restorations under the conditions of (b) and (c) hereof, with all reasonable expedition subject to delays due to adjustment of insurance claims labor troubles and causes beyond Landlord's control. After any such casualty, Tenant shall cooperate with landlord's restoration by removing from the premises as promptly as reasonably possible all of Tenant's salvageable inventory and movable equipment, furniture, and other property. Tenant's liability for rent shall resume five (5) days after written notice from Landlord that the premises are substantially ready for Tenant's occupancy. (e) Nothing contained here above shall relieve Tenant from liability that may exist as a result of damage from fire or other casualty. Notwithstanding the foregoing, each party shall look first to any insurance its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in force and collectible and to the extent permitted by law, Landlord and Tenant each hereby releases waives all right of recovery against the other or any one claiming through or under each of them by way of subrogation or otherwise. The foregoing release and waiver shall be in force only if both releaser's insurance policies contain a clause providing that such a release or wavier shall not invalidate the insurance and also, provided that such a policy can be obtained without additional premiums. Tenant acknowledges that Landlord will not carry insurance on Tenant's furniture and or furnishings or any fixtures or equipment, improvements or appurtenances removable by Tenant and agrees that Landlord will not be obligated to repair any damage thereto or replace the same (f) Tenant hereby waives the provisions of Section 227 of the Real Property Law and agrees that the provisions of this article shall govern and control in lieu thereof. If the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

12. **Default.** If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.
13. **Quiet Possession.** Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.
14. **Condemnation.** If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.
15. **Subordination.** Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorney to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under

Tenant: SJDG Landlord: M

this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

16. **Roof.** The tenant shall not, without the prior express written consent of the landlord, enter in or upon the roof nor attach or install anything thereon, nor make any alterations thereto.
17. **Snow Removal/Sidewalk Maintenance:**

The tenant will promptly remove or cause to be removed at his own cost and expense all snow, ice and debris from the space or sidewalks adjacent to the demised premises and will keep all such sidewalks free and clear there from and will comply with all rules, regulations and ordinances in respect thereto and will keep and save the landlord harmless from all damages or claim for damages for tenant's failure to comply herewith.
18. **Suits.** Tenant will indemnify and save harmless the landlord of and from all fines, suits, demands claims and actions of any kind or nature by reason of any breach, violation or nonperformance of any condition hereof on the part of the tenant. The tenant will remove within 30 days any liens placed upon the premises or building imposed because of the tenant's act or default. The tenant will indemnify, protect and save harmless the landlord herein from any action, suit, proceeding, judgment, loss cost, damage or expense as a result of or caused by injuries to persons or property while in, or about said premises herein leased. Any and all property of said tenant, which may be located or stored in the demised premises, shall be at the sole risk of the tenant.
19. **Permits:** The tenant shall obtain at his own cost and expense, throughout the term of this lease, all necessary licenses, permits and authorizations, from and City, State of Federal agency to conduct its business in a lawful manner. Landlord does not represent that premises may be legally used for purposes intended by tenant.
20. **Expiration:** In the event the tenant shall remain in possession of the demised premises after the expiration of the term of this lease, without having executed a written lease with the landlord, then such holding over shall not constitute a renewal or extension of the term but such holding over shall not constitute a renewal or extension of the term but such holding over shall be construed as a tenancy from month-to-month, subject to all the terms and conditions of this lease, except as the duration therefore, and in that event tenant shall pay rent monthly in advance at a rate determined by the landlord.
21. **Abandoned Property:** Any merchandise, fixtures, trade fixtures, store equipment, appliances, furniture, floor covering or any other property of any kind, nature or description left on or in the demised premises after the premises have been vacated by tenant, shall at the option of the landlord as to any or all of the above mentioned, be the property of the landlord. The premises shall be considered vacated after the substantial removal of the tenant from the premises unless ten (10) days prior thereto, written notice to the contrary is forwarded by tenant to landlord by certified mail, return receipt requested. For the purposes of further securing the provisions of this paragraph, tenant agrees to execute without charge therefore, any such further instrument as shall be requested by landlord to further effectuate the provisions hereof under the U.C.C. or any other lien, filing or recoding statute of the State of New York.
22. **Removal & Restoration:** Supplementing other pertinent printed and typewritten provisions of this lease, the tenant further agrees that at or before specified or earlier expiration of the term of this lease it will, at its own sole cost and expense, remove any and all equipment and broom clean demised premises by the tenant.
23. **Memorandum of Lease.** The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.
24. **Compliance with Law.** Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.
25. **NO REPRESENTATIONS BY OWNER.** Tenant has inspected the demised premises and the condition thereof and does not rely on any representation, express or implied, either by Landlord or any agent of Landlord and acknowledges no representation has been made. Having inspected the demised premises, Tenant agrees to accept the same in **AS IS** condition. Landlord makes no representations as to tenants ability to use premises for any particular purpose and tenant shall be solely responsible for the cost of and to obtain whatever permits, certificates, and approvals that are necessary to legally occupy premises for purposes intended under this Lease. Tenant represents that he shall make all necessary application to relevant Municipal departments at his own cost and expense to use the demised premises as intended under this lease agreement. Tenant failure to obtain necessary permits shall not be an objection legally or otherwise to the prompt payment of monthly rent herein mentioned.
26. **TENANT COMPLY WITH REQUIREMENTS:** The tenant shall comply with all governmental agency requirements and secure all proper permits, including but not limited to health, fire, building and assembly permits for its intended and permitted use of the premises.

Tenant:  Landlord: 



27. **WAIVER OF TRIAL BY JURY**: Both parties irrevocably waive all rights to trial by jury in any action, proceedings, counterclaim or other litigation arising out of or relating to this lease, the relationship of landlord and tenant, the enforcement of this lease, tenant's use or occupancy of the premise, any claim of injury or damage arising between landlord and tenant, or any actions or omissions of either party in connection with or relating to this lease, the premise, the project, or the land.
28. **REQUIREMENTS OF LAW**. The Tenant agrees that if any federal, state or municipal government or any department or division (Authority) thereof shall decide that the Leased Premises or any part thereof as not in conformity with the laws and regulations after the execution of this Lease and prior to the expiration of the term hereof and order to vacate the building, then this Lease and the term hereof shall cease and terminate as of the date Landlord and/or Tenant receive/s such notice from the Authority. Tenant shall vacate the space immediately after such notice from the authority. Tenant agrees that it shall not seek any compensation from the Landlord and/or the Authority for any damages, loss of business, goodwill, or any other kind of compensations. If Tenant failure to vacate the place shall results in any penalty or fees, Tenant shall be responsible for all such penalties and fees and all legal or administrative fees incurred as a result of Tenant's failure to vacate the premise.
29. **MECHANIC'S LIEN**. The tenant covenants not to suffer or permit any mechanic's liens to be filed against the fee interest of the landlords, nor against tenant's leasehold interest in the demised premises by reason of work, labor, services or materials supplied or claimed to have been supplied to the tenant or any contractor, subcontractor or any other party or person acting at the request of the tenant, or any holding the demised premises or any part thereof through or under the tenant unless the tenant shall within fifteen (15) days after receiving notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond or order of a court of competent jurisdiction or otherwise.
30. **SIGN**. Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs and/or canopies, electrical or otherwise which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Tenant shall obtain any necessary permission from Governmental Authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall pay all sign tax, permit, fee and fines for all signs for the demised premise and repair all damage to the Leased Premises resulting from the installation and removal of signs installed by Tenant.
31. **TENANT'S LICENSES & PERMITS**. Whenever permit(s) and/or license(s) shall be required for the Tenant to establish, operate and conduct its business, then it shall be the sole responsibility and the sole obligation of the Tenant to apply for and secure such license(s) and/or permit(s) from the proper State, City, Town, County and/or any other governmental authority. Tenant shall apply for and secure such permits and/or licenses at its sole cost, risk and expense and Landlord has not represented that Tenant can or cannot secure such permit(s) or license(s).
32. **ADDITIONAL WORK**. Except as stated herein, Landlord shall not be required to do any work at the Premises and Tenant agrees that the Premises shall be delivered in an as-is condition.
33. **NOISE**. Tenant cannot make noise exceeding 50 decibels or follow local noise code whichever is less by providing sufficient sound proof on wall, ceiling, and other options.
34. **VENTILATION**. Tenant must install sufficient ventilation system for the smoke and smoke must ventilated above the 3<sup>rd</sup> floor of the building.
35. **MISCELLANEOUS**. (a) The Tenant stipulates and agrees that, at its own expense, will employ the services of an exterminator at least three times annually throughout the term of this lease, or more often if the Landlord or Tenant find such additional service necessary, for the prevention and extermination of vermin, rats, mice and other pests in the demised area.
- (b) Tenant shall maintain the Premises at Tenant's sole cost and expense and shall keep same clean at all times, free of rubbish and in full compliance with all applicable governmental rules and regulations. This shall continue throughout the term of this Lease.
- (c) Tenant further agrees to have such trash and garbage removed at least three times a week at Tenant's own cost and expense through a contractor approved by the Landlord. Tenant shall comply with all governmental rules and regulations relating to same. At no time shall the Tenant place any waste of any kind in any public areas, and if Tenant does so the parties agree that

Tenant:  Landlord: 

everything so placed is abandoned and of no value to Tenant, and Landlord may have the same removed and disposed of at Tenant's own cost and expense, to be collected as additional rent hereunder. This remedy is in addition to any other remedies the Landlord may have.

- (d) Tenant's failure to promptly remedy and cure any unclean or unsanitary condition, after notice from Landlord, shall constitute a breach of a material and substantial obligation by Tenant under this Lease and Landlord shall have the right to perform, at the cost and expense of Tenant and collectible as additional rent, whatever work Landlord deems necessary in order to cure or remedy such condition.

(e) It is agreed that, upon the termination of this lease by its own terms or otherwise, any costs incurred by the Landlord with respect to cleaning the demised premises in order to restore it to a condition acceptable to the Landlord, shall be assumed by Tenant, who further agrees to personally and unconditionally guarantee payment of all such costs.

(f) This Lease and the obligation of the Tenant to pay rent hereunder shall not be affected, impaired or excused because the Landlord is unable to fulfill any cleaning obligations under this Lease by reason of strikes, labor troubles or any outside cause whatsoever including but not limited to governmental pre-emption, union interference, and by reasons or conditions of supply and demand which may have been or will be affected by any emergency.

**36. ALTERATIONS.** Any interior alteration, installation, additions or improvements made by Tenant within the demised Premises (hereinafter sometimes severally and collectively referred to as "Alterations" shall be made and performed in conformity with and subject to the following provisions:

- a) All alterations shall be made and performed at Tenant's sole cost and expense in a good, workmanlike manner, in conformity with all of the rules and regulations of any and all governmental authorities having jurisdiction thereof and shall be done in such manner as not to disturb the quiet enjoyment or interfere with the other tenant/s of the building of which the demised Premises forms a part.
- b) There shall be no alteration of any nature done to the exterior of the building of which the demised premises forms a part.
- c) Interior alterations shall not affect the structural parts of the demised Premises or of the building of which the demised Premises forms a part.
- d) Tenant shall submit to Landlord detailed plans and specifications for any proposed alterations within the demised Premises and shall not commence any such Alteration without first obtaining Landlord's written approval for such plans and specifications. Landlord shall not unreasonably withhold its approval.
- e) Prior to the commencement of any interior alterations, Tenant shall furnish to Landlord duplicate original policies of workmen's compensation insurance covering all men to employed in connection with such Alterations, including all those to be employed by all contractors and subcontractors, and of comprehensive liability insurance (including property damage coverage) in the sum of \$1,000,000.00 for liability in connection with injury to any one person, \$3,000,000.00 for liability in connection with any one occurrence and \$100,000.00 for property damage. Landlord, and its managing agent and mortgagee, if any, shall be named as parties insured, which policies shall be issued by companies and shall be in amounts reasonably satisfactory to Landlord and shall be maintained by Tenant until the completion of such alterations.
- f) All permits, approvals and certificates required from all government authorities shall be promptly obtained by Tenant and his representatives and true copies submitted to Landlord. Tenants shall be done prior to commencement of any alteration. The Landlord makes no representation to the Tenant relating to which permits will be or are available to the Tenant upon the Tenant's application but merely requires that the Tenant, prior to any work as pursuant to this section, obtain all the necessary governmental permits, applications and subsequent approvals.
- g) Prior to the commencement of any work, Tenant shall submit to Landlord the name of the contractor or contractors who will be doing the work.

Upon the completion of any Alteration, Tenant shall submit to Landlord a copy of the Certificate of Completion from PA Building Department as well as any other appropriate governmental authority.

(a) All improvements and alterations made or installed by or on behalf of the tenant, shall at Landlord's election immediately upon completion of installation thereof, be and become the property of the landlord without payment thereof by the Landlord except movable or trade fixtures which may be removed by Tenant providing that there is no damage to the demised premises.

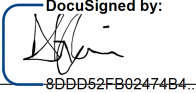
Tenant:  Landlord: 

The tenant shall, upon the expiration or earlier termination of this lease, surrender to the landlord the demised premises, together with all alterations and replacement thereto. If the tenant shall make any alterations or changes or additions or installs any equipment to the demised premises after the commencement of the term of this lease, and landlord shall desire the same to be removed upon the expiration or earlier termination of the term hereof, then, upon landlords giving notice to the tenant of its desire to have the same giving notice to the tenant of its desire to have the same removed, the tenant will remove the same prior to the expiration or termination of the term hereof, at tenants sole cost and expense, and tenant will at its own cost and expense, restore the premises to the condition in which delivered to tenant.

**37. CONTINGENCY.** This lease agreement is contingent on tenant getting all city approval including zoning and any other permits and approvals necessary to operate the business legally in the city of Harrisburg. This lease will be terminated is such approvals are not granted by the city of Harrisburg.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

Tenant: Stephen Graci Authorized Member on behalf of Capital Venue

Print: Stephen Graci Signature:  Date: 6/4/2022

Landlord: Michael Lam Authorized Member on behalf of L & C Holdings, LLC

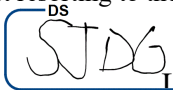

Print: Michael Lam Signature:  Date: 6/4/2022

Tenant:  Landlord: 

**GUARANTY AND SURETY AGREEMENT**

In consideration of the execution by L & C Holdings LLC, as Lessor, of a certain Commercial Lease Agreement, dated as of January 22<sup>nd</sup>, 2021, by and between Lessor and, Stephen Graci, as Lessee, for the premises situate and known as 29 N. 2<sup>nd</sup> Street, Harrisburg, PA (the "Lease"), the undersigned, , of Stephen Graci , (hereinafter "Guarantor"), intending to be legally bound hereby agrees to be the guarantor and surety for the prompt and faithful performance by Stephen Graci, as Lessee, under the Lease and all of the terms, covenants and conditions thereof to be performed and/or observed by Lessee, including, but not limited to, the payment by Lessee of the rental, additional rent and all other sums to be due thereunder.

Guarantor agrees that: (1) this obligation shall be binding upon Guarantor without any further notice or acceptance hereof; (2) immediately upon each and every default by Lessee without any notice to or demand upon Guarantor, Guarantor will pay to Lessor the sum or sums in default and will comply with or perform all of the terms, covenants and conditions of the said Lease which are to be performed by Lessee, as provided in the Lease; (3) no extension, forbearance or leniency extended by Lessor to Lessee shall discharge Guarantor, and Guarantor agrees at all times that he will be liable notwithstanding same and notwithstanding the fact that Guarantor has had no notice of any such default or of any forbearance or extension; (4) Lessor and Lessee, without notice to or consent by Guarantor, may at any time or from time to time enter into any modifications, extensions, amendments and/or other covenants respecting the Lease, and Guarantor shall not be released thereby, it being intended that any joinder, waiver, consent or agreement by Lessee shall be deemed to be a joinder, waiver, consent or agreement by Guarantor with respect thereto and that Guarantor shall continue as Guarantor with respect to the Lease as so modified, extended, amended or otherwise altered; (5) neither Guarantor's obligation to make payment in accordance with the terms of this Agreement nor any remedy for the enforcement hereof shall be impaired, modified, changed, released or limited in any manner whatsoever by any release or limitation of the liability of Lessee or its estate in bankruptcy, or by any remedy for the enforcement thereof, whether resulting from the operation of any present or future provision of the Bankruptcy Code or other status or from the decision of any Court; and (6) **ANY PROTHONOTARY OR ANY ATTORNEY OF ANY COURT OF RECORD WITHIN THE UNITED STATES OR ELSEWHERE MAY APPEAR FOR GUARANTOR AND IN ANY AND ALL ACTIONS WHICH MAY BE BROUGHT ON THIS AGREEMENT TO SIGN FOR GUARANTOR AN AGREEMENT FOR ENTERING IN ANY COMPETENT COURT AN AMICABLE ACTION OR ACTIONS FOR THE RECOVERY OF ALL OR ANY SUM OR SUMS DUE UNDER THIS AGREEMENT, AND, IN SAID SUIT OR SUITS OR IN SAID AMICABLE ACTION OR ACTIONS, TO CONFESS JUDGMENT AGAINST GUARANTOR AND IN FAVOR OF LESSOR, AS OF ANY TERM, OR ALL OR ANY SUMS DUE UNDER THIS AGREEMENT, FOR COSTS OF SUIT, TOGETHER WITH A SUM EQUAL TO THE GREATER OF \$5,000.00 OR TEN (10%) PERCENT OF THE AMOUNT DUE AS ATTORNEYS AND COLLECTION FEES.** Guarantor hereby waives all errors, defaults and imperfections in entering said judgment or in any writ or process, or proceeding thereon or relating thereto or in any wise touching or concerning the same. Such authority shall not be exhausted by one exercise thereof but shall continue from time to time and at all times until all obligations of Lessee have been fully discharged. In any amicable action brought hereunder, Lessor shall first cause to be filed in such action an affidavit setting forth the facts necessary to authorize the entry of judgment of which facts such affidavit shall be prima facia evidence; and if a true copy of this Agreement (and of the truth of the copy such affidavit shall be sufficient evidence) shall be filed in such suit, action or actions, it shall not be necessary to file the original as a warrant of attorney, any rule of court, custom or practice to the contrary notwithstanding. Notwithstanding anything to the contrary, Lessor may, at Lessor's option, enforce any remedy that it may have against Guarantor for any default by Lessee without first resorting to the exercise of any remedies against Lessee or Lessor may proceed against Guarantor and Lessee simultaneously.

Tenant:  Landlord: 

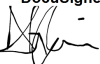
Guarantor further agrees to be bound, without limitation, by each and every covenant, obligation, power and authorization in the Lease, with the same force and effect as if Guarantor was designated in and had executed the said Lease as Tenant thereunder. This instrument shall inure to the benefit of Landlord and their heirs, successors and assigns.

The obligation of Guarantor hereunder commence as of the date hereof and shall terminate at the expiration of the Lease, or the expiration of any renewal or extension term thereof, provided Lessee is not in then default of any of the terms, covenants and conditions of the Lease, including, but not limited to, the payment by Lessee of the rental, additional rent, and all other sums owed by Lessee under the Lease.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania and shall only be changed in a writing signed by all parties.

**THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT CONTAINS WARRANTS OF AUTHORITY FOR AN ATTORNEY TO CONFESS JUDGMENTS AGAINST THE UNDERSIGNED WITHOUT NOTICE OR AN OPPORTUNITY FOR A HEARING. IN GRANTING THESE WARRANTS OF ATTORNEY TO CONFESS JUDGMENTS AGAINST THE UNDERSIGNED, THE UNDERSIGNED HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY AND, AFTER HAVING HAD THE OPPORTUNITY TO OBTAIN THE ADVICE OF LEGAL COUNSEL, UNCONDITIONALLY WAIVES ANY AND ALL RIGHTS HE HAS OR MAY HAVE WITH RESPECT TO PRIOR NOTICE AND AN OPPORTUNITY FOR HEARING UNDER THE RESPECTIVE CONSTITUTIONS AND LAWS OF THE UNITED STATES AND THE COMMONWEALTH OF PENNSYLVANIA. THE UNDERSIGNED AGREES THAT THIS SURETY AGREEMENT IS BEING ENTERED INTO BY THE UNDERSIGNED AS PART OF A COMMERCIAL TRANSACTION. THE UNDERSIGNED CERTIFIES THAT HIS ANNUAL INCOME IS IN EXCESS OF TEN THOUSAND (\$50,000.00) DOLLARS; THAT HE IS NOT IN THE MILITARY SERVICE OF THE UNITED STATES OF AMERICA OR ANY OF ITS ALLIES; AND THAT THIS AGREEMENT IS BEING EXECUTED IN CONNECTION WITH A COMMERCIAL TRANSACTION.**

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the 5th day of June 2022.

DocuSigned by:  
  
8DD052EB02474B4

\_\_\_\_\_  
Stephen Graci SS# 193-74-1918

Tenant:  Landlord: 

Tax Parcel Number: 03-003-010-000-0000  
City of Harrisburg, Dauphin County

29 North 2<sup>nd</sup> Street  
Harrisburg, PA 17101

=====

**DEED**

**THIS INDENTURE** Made the 25<sup>th</sup> day of June, year Two Thousand Nineteen (2019)

**BETWEEN CHIYON YI and CHECHOL MUN**, wife and husband, parties of the first part,  
Grantors,

**A N D**

**L & C HOLDINGS, LLC**, a Pennsylvania Limited Liability Company, party of the second part,  
Grantee.

**WITNESSETH** that the said parties of the first part, for and in consideration of the sum of TWO HUNDRED NINETY SEVEN AND 00/100 DOLLARS (\$297,000.00), lawful money of the United States of America, unto it well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, released, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, release, convey and confirm, unto the said party of the second part, its successors and assigns forever,

**ALL THAT CERTAIN** lot or piece of land **SITUATE** in the Third Ward of the City of Harrisburg, Dauphin County, Pennsylvania, more particularly bounded and described as follows, to wit:

**BEGINNING** at a point on the east side of North Second Street, at a line of property now or late of Harvey F. Smith and Blanche McNeal Smith, which point is eighty-two (82) feet four and one-fourth (4 ¼) inches, more or less, Southwardly from the Southeast corner of North Second Street and Walnut Street; thence extending Eastwardly by a line parallel with Walnut Street and along the line of said last mentioned property and property now or late of Herman and Ed. F. Tausig, one hundred thirty-one (131) feet three (3) inches to a line of property now or late of Central Democratic Club; thence Southwardly along the line of said last mentioned property twenty-three (23) feet to line of property now or late of John H. and M.S. Butterworth; thence Westwardly along the line of said last mentioned property one hundred thirty-one (131) feet three (3) inches to the East side of North Second Street; and thence Northwardly along the East side of North Second Street twenty-three (23) feet to a point, the place of **BEGINNING**.

**BEING** part of Lots Nos. 116, 117 and 118 in the General Plan of Harrisburg and having thereon erected a three-story brick dwelling known as 29 North Second Street, Harrisburg, Pennsylvania.

**BEING** the same premises which Woori America Bank a/k/a Woori American Bank, a New York banking corporation, by deed dated October 12, 2016, and recorded in the Office of the Recorder of Deeds of Dauphin County on October 20, 2016, as Instrument Number 20160027567, granted and conveyed unto Chiyon Yi, the Grantor herein. Chechol Mun joins in this deed for the purpose of releasing any marital interest he may have in the premises.

**TOGETHER** with all and singular the buildings and improvements, ways, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances and whatsoever thereunto belonging or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said parties of the first part, in law, equity or otherwise, howsoever, in and to the same and every part thereof.

**TO HAVE AND TO HOLD** the said lot or piece of ground above described, with the messuage or tenement thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its heirs and assigns, to and for the only proper use and behoof of the said Grantee, its heirs and assigns, forever.

**AND** Grantors, parties of the first part, for themselves, their successors and/or assigns, do hereby covenant, promise, grant, and agree, to and with the party of the second part, its heirs and assigns, by these presents, that Grantors, parties of the first part and their successors and/or assigns, the said above-mentioned and described messuage and tract of land, hereditaments, and appurtenances, hereby granted or mentioned, or intended so to be, unto party of the second part, its heirs and assigns, against Grantors, parties of the first part, and their successors and/or assigns, and against all and every other person and persons whomsoever, lawfully claiming or to claim the same or any part thereof, by, from, or under him/her, them, or any of them, **SHALL AND WILL SPECIALLY WARRANT AND FOR EVER DEFEND BY THESE PRESENTS.**

**<Signature Page To Follow>**

IN WITNESS WHEREOF, The said parties of the first part have to these presents set their hand and seal. Dated the day and year first above written.

WITNESS

[Signature]

[Signature]  
Chiyon Yi

[Signature]

[Signature]  
Chechol Mun, releasing his marital interest

COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF CUMBERLAND :

On this, the 25<sup>th</sup> day of June, 2019, before me, a Notary Public, the undersigned officer, personally appeared **CHIYON YI**, whose name is subscribed to the within Deed and that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official Seal.

[Signature]  
Notary Public  
My Commission Expires:

Commonwealth of Pennsylvania - Notary Seal  
Traci L. Hilferding, Notary Public  
Cumberland County  
My commission expires December 15, 2021  
Commission number 1220535  
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF CUMBERLAND :

On this, the 25<sup>th</sup> day of June, 2019, before me, a Notary Public, the undersigned officer, personally appeared **CHECHOL MUN, releasing his marital interest**, whose name is subscribed to the within Deed and that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official Seal.

[Signature]  
Notary Public  
My Commission Expires:

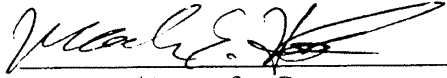
Commonwealth of Pennsylvania - Notary Seal  
Traci L. Hilferding, Notary Public  
Cumberland County



**CERTIFICATE OF RESIDENCE**

I hereby certify that the present residence  
of the Grantee herein is as follows:

L & C Holdings, LLC  
601 Bothner Street  
Oceanside, NY 11572

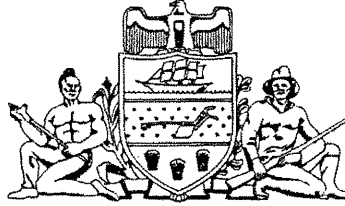
  
\_\_\_\_\_  
Attorney/Agent for Grantee

**Prepared By:**  
Halbruner, Hatch & Guise, LLP  
2109 Market Street  
Camp Hill, PA 17011  
(717) 731-9600  
deeds@hhgllp.com

James M. Zugay, Esq.  
Recorder of Deeds  
(717) 780-6560  
jzugay@dauphinc.org

Candace E. Meck  
First Deputy  
www.dauphinc.org/deeds

## Dauphin County



## Recorder of Deeds

Harrisburg, Pennsylvania

### CERTIFIED END PAGE

*Location:*  
Dauphin County Courthouse  
Room 102  
101 Market Street  
Harrisburg, PA 17101

INSTRUMENT #: 20190015549  
RECORD DATE: 7/1/2019 3:55:21 PM  
RECORDED BY: CMECK  
DOC TYPE: DEED HBG  
AGENT: GATES, HALBRUNER & HATCH P.C.  
DIRECT NAME: YI, CHIYON  
INDIRECT NAME: L & C HOLDINGS, LLC

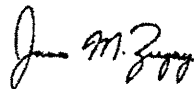
ACT 8 OF 1998: \$5.00

COMMONWEALTH OF PA: \$2970.00  
MUNICIPALITY: \$1485.00 HARRISBURG CITY  
SCHOOL DISTRICT: \$1485.00 HARRISBURG  
AOPC: \$40.25  
AFFORDABLE HOUSING: \$13.00

DEMOLITION: \$15.00

UPICount: 1  
UPIFee: 20  
UPIList: 03-003-010-000-0000

I Certify This Document To Be Recorded  
In Dauphin County, Pennsylvania.



James M. Zugay, Recorder of Deeds

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THIS IS A CERTIFICATION PAGE

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**PLEASE DO NOT DETACH**

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT



# HEARING NOTICE

The Harrisburg Zoning Hearing Board will hold a hearing at 6:00 PM in the City Council Chambers, The Rev. Dr. Martin L. King, Jr. City Government Center, 10 North 2<sup>nd</sup> Street, Harrisburg, PA 17101 on:

## July 18, 2022

In reference to Case No. 2527 a request for:

**Variance & Special Exception Application for 29 North 2<sup>nd</sup> Street, zoned Downtown Center (DC), filed by Stephen Detwiler, with Capital City Venues to establish a “Night Club or Dance Hall” use and request relief from aspects of the Specific Criteria for the proposed use.**

The **Harrisburg Planning Commission** will review the application on **July 6, 2022** at 6:30 PM in the City Council Chambers, 10 North 2<sup>nd</sup> Street.

Interested parties are invited to attend and express their views. Related information may be obtained by contacting the Planning Bureau at 717-255-6408.

**Wanda Williams**  
Mayor

**Harrisburg City Council**

**Posted On: June 29, 2022**



Housing Bureau  
717-255-6419

Planning Bureau  
717-255-6637

Parks & Recreation  
717-255-3020

July 8, 2022

Stephen Detwiler  
5116 Earl Drive  
Harrisburg, PA 17112

Re: July 18, 2022 Harrisburg Zoning Hearing Board Meeting  
29 North 2<sup>nd</sup> Street – Variance & Special Exception Application

Mr. Detwiler:

Enclosed is the agenda of the Harrisburg Zoning Hearing Board for their regularly scheduled meeting on July 18, 2022 at 6:00 PM in City Council Chambers, The Rev. Dr. Martin Luther King, Jr. City Government Center, 10 North 2<sup>nd</sup> Street, Harrisburg, PA 17101. Your Variance and Special Exception application will be heard at that time. **The owner or an authorized representative must attend this meeting in order for the Planning Commission to take action on the application.**

If you should have any questions, please feel free to contact me at 717-255-6408 or by email at [jdbowen@harrisburgpa.gov](mailto:jdbowen@harrisburgpa.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "JB", is written over a light blue horizontal line.

Jacob Bowen  
Deputy Director of Planning