

# FINDINGS OF FACT

---

To: The Baltimore City Council's Ways & Means Committee  
From: AB Associates, on behalf of SSW LLC. and PWS LLC  
Date: September 27, 2024  
Re: CCB 24-0552, to expand the structure at 6242 Bellona Avenue,  
requiring a conditional use ordinance and two variances

---

The applicant submits to the Baltimore City Council's Ways & Means Committee this memorandum regarding City Council Bill 2024-0552, for the purpose of expanding the structure at 6242 Bellona Avenue, requiring a conditional use ordinance. The applicant also seeks a variance from the minimum corner side-yard setback requirements on the north side of the property and a variance to expand the structure into the rear yard on the west side of the property, per Zoning Code Table 10-401.

## **1. 6242 Bellona Avenue**

6242 Bellona Avenue is a corner lot in the Bellona-Gittings neighborhood currently improved by a 4,000 square foot structure. The building is separated into two businesses. The business occupying the northern half of the building has been a retail goods establishment with alcohol sales since the 1950s. The Pinehurst Wine Shoppe now wants to expand its offerings to meet neighborhood demand—introducing new food and non-alcoholic beverage options—and also keep more of its current inventory in stock. Plans call for a 1,300 square foot expansion to the building's northside and rear, allowing space for new coolers and storage areas; additional display cases; an ADA-accessible bathroom; and a second cashier's check-out area.

The Pinehurst Wine Shoppe has pursued the introduction of this legislation for multiple years and has earned broad support from the Bellona-Gittings neighborhood. A memorandum of understanding with the Bellona-Gittings Community Association has recently been agreed to by both parties.

6242 Bellona is zoned C-1-VC, which requires that any retail goods establishment (with alcoholic beverages sales) pursue a conditional use ordinance to expand or otherwise alter any building. In addition to the conditional use approval by ordinance, a variance must be granted to allow for the proposed expansion into the corner side-yard setback on the north side of the property and a change to the existing setback on the rear of the property. We address the conditional use first, followed by the variance.

## 2. ZC § 5-406: Conditional Use Approval Standards

As a guide to its decision on the facts of each case, the City Council must consider the following, where appropriate:

1. the nature of the proposed site, including its size and shape and the proposed size, shape, and arrangement of structures;

Pinehurst Wine Shoppe does not propose to change the site's use. It only intends to expand the footprint and its retail offerings. The expansion supports plans for a more sustainable business model and will accommodate a changing market demand. Since the pandemic, customers at Pinehurst Wine Shoppe—many of whom live in the Bellona-Gittings neighborhood—have expressed an interest in increased retail options that are either food-related or non-alcoholic beverages. Pinehurst's proposed expansion will allow for the business to meet this demand.

2. the resulting traffic patterns and adequacy of proposed off-street parking and loading;

The proposed expansion will not affect the amount of off-street loading or parking. Pinehurst hopes that the expansion will lead to more customers. However, Zoning Code Table 16-406 only requires five spaces after the expansion. Pinehurst's plans retain the existing 12 spaces on the business's parking lot. Street parking is also allowed in front of the store on Bellona Avenue.

3. the nature of the surrounding area and the extent to which the proposed use might impair its present and future development;

The surrounding area is comprised of single-family homes. Pinehurst has consulted extensively with the Bellona-Gittings neighborhood on the nature of this expansion and met on-site on multiple occasions with the highly impacted neighbors who live within 200 feet of the business. The business has agreed to a memorandum of understanding with the Bellona-Gittings Community Association that is referenced in the bill. The proposed expansion will not impair present and future development in the area as the area is already fully developed with these single-family homes.

4. the proximity of dwellings, churches, schools, public structures, and other places of public gathering;

There are no churches, schools, public structures, or other places of public gathering in the near proximity of Pinehurst Wine Shoppe. As mentioned, the business is neighbored by single-family homes in every direction. Pinehurst has communicated with those neighbors about the plans for this expansion.

5. accessibility of the premises for emergency vehicles;

The proposed expansion will have no impact on the accessibility of the premises for emergency vehicles. The expansion will create new means of egress into the building, in the event of emergency.

6. accessibility of light and air to the premises and to the property in the vicinity;

The proposed expansion will have no impact on the accessibility of light and air to the premises and to the properties in the vicinity.

7. the type and location of adequate utilities, access roads, drainage, and other necessary facilities that have been or will be provided;

The proposed expansion represents a very small increase in size and will thus have no impact on utilities, access roads, drainage, or other necessary facilities that have been or will be provided. Those utilities, roads, drainage system, and other facilities are currently adequate and will not be affected.

8. the preservation of cultural and historic landmarks and structures;

The Bellona-Gittings neighborhood is recognized on the National Register of Historic Places. While this expansion will affect a structure within that neighborhood, it will not compromise the integrity or aesthetic of the building. The architect retained for this project has taken great care to ensure that the expansion augments and complements the existing structure. Plans for the expansion were reviewed and approved the Baltimore City Planning Department.

9. the character of the neighborhood;

The Bellona-Gittings neighborhood is comprised of single-family homes, many of which feature similar side-yard additions. The subject property is zoned C-1-VC. It is the only property in the neighborhood to possess that zoning designation. The owners of the business have worked extensively with the Bellona-Gittings Community Association to ensure that the expansion will not compromise or affect the neighborhood's character.

10. the provisions of the City's Comprehensive Master Plan;

The proposed expansion aligns with the Comprehensive Master Plan's LIVE section, which concludes, among other things, that amenities of urban living include accessibility to retail. The Pinehurst Wine Shoppe, along with the adjacent pharmacy, are the only two walkable retail destinations for Bellona-Gittings residents. Its proprietors and the neighborhood both have a vested interest in the business's long-term success.

11. the provisions of any applicable Urban Renewal Plan;

No Urban Renewal Plan applies to this property or neighborhood.

12. all applicable standards and requirements of this Code;

With the approval of the necessary variances, the conditional use authorization of the proposed expansion meets all applicable standards and requirements of the Zoning Code

13. the intent and purpose of this Code; and

The Zoning Code functions, in part, to preserve and enhance the value of structures, communities, and neighborhoods. In this case, the Zoning Code puts the expansion of retail goods establishments (with alcohol sales) under strict scrutiny of the City Council.

14. any other matters considered to be in the interest of the general welfare.

The Pinehurst Wine Shoppe's proprietors have spent multiple years working with the Bellona-Gittings Community Association to find an equitable and supportable plan for this expansion. The two parties have agreed to a memorandum of understanding regarding the expansion.

In addition, the City Council may not approve a conditional use unless, after public notice and hearing and on consideration of the standards required by this subtitle, the Council finds that:

1. the establishment, location, construction, maintenance, or operation of the conditional use or sign would not be detrimental to or endanger the public health, safety, or welfare;

This expansion will not be detrimental to or endanger the public health, safety, or welfare. The expansion will not create additional noise, limit driver or pedestrian sight lines and access, or otherwise detrimentally affect the Bellona-Gittings neighborhood.

2. the use or sign would not be precluded by any other law, including an applicable Urban Renewal Plan;

This authorization is not precluded by any other law or Urban Renewal Plan.

3. the authorization would not be contrary to the public interest; and

This authorization is not contrary to the public interest. There exists broad support among residents in the Bellona-Gittings neighborhood for an expansion of this business. Pinehurst Wine Shoppe has entered in a memorandum of understanding with the Bellona-Gittings Community Association regarding the expansion.



4. the authorization would be in harmony with the purpose and intent of this Code.

The Zoning Code functions, in part, to preserve and enhance the value of structures, communities, and neighborhoods. In this case, the Zoning Code puts the expansion of retail goods establishments (with alcohol sales) under strict scrutiny of the City Council.

### **3. Variance Necessary for Expansion of 6242 Bellona Avenue**

Plans include an addition that will expand the structure into the north-side yard. The C-1-VC zone requires buildings maintain a corner side-yard setback of 25 feet. The proposed 840-square-foot expansion will provide for a setback of only nine feet, three inches. Thus, a 15-foot, nine-inch variance from the corner side-yard setback requirement is necessary. Also planned is a 485-square-foot addition to the structure's rear. Though the addition will not encroach into the required setback, the Code requires any change to an existing setback in a C-1-VC zone receive approval as a variance.

#### **A. ZC § 5-308: Variance Approval Standards**

Granting a variance requires the City Council find in part that, because of the structure or property's physical surroundings, shape, or conditions, an unnecessary hardship or practical difficulty would result if the Code were strictly followed. This standard requires applicants establish: (1) uniqueness, (2) an unnecessary hardship or practical difficulty imposed by the Code, and (3) that the uniqueness is the proximate cause of that hardship.

#### **B. The Corner-Side Yard Setback**

##### **a. Uniqueness**

This property is unique because it is the only commercial property in this highly residential neighborhood. The property is also located in one of only six C-1-VC zones in Baltimore City. The property is further unique because its zoning designation is split between C-1-VC (where the building is located) and R-1-E (where the parking lot is located), preventing significant expansion onto the westside of the property.

##### **b. Practical Difficulty**

Increasingly, retail goods establishments with class A liquor licenses have been seeking out ways to accommodate the influx of new products to the market. Community-based stores such as Pinehurst have also worked hard to meet market demand for non-alcoholic products, including food. Pinehurst's goals are no different. However, the business presently occupies a relatively small footprint, necessitating an expansion. Expanding onto the front is not feasible, and focusing the expansion entirely on the back of the property is limited by the property's split zoning. A significant expansion onto the back would also reduce parking options, moving cars onto Bellona or Gittings. An expansion into the open side yard is a reasonable route.

**c. Uniqueness as the Proximate Cause of Hardship or Difficulty**

Pinehurst is nestled into a particularly residential area. Much of the business's clientele hails from the Bellona-Gittings neighborhood and the neighborhoods in immediate proximity. For years, the business has fielded requests for a more diversified inventory, complete with additional food options and non-alcoholic beverages. An expansion of the premises is necessary to cater to that market demand.

**C. The Rear Yard Setback**

**a. Uniqueness**

This property is unique because it is the only commercial property in this highly residential neighborhood. The property is also located in one of only six C-1-VC zones in Baltimore City. The property is further unique because its zoning designation is split between C-1-VC (where the building is located) and R-1-E (where the parking lot is located), preventing significant expansion onto the westside of the property.

**b. Practical Difficulty**

Pinehurst previously accommodated a portion of its inventory in a wooden storage shed right behind the building. Years of use and exposure to natural elements deteriorated the shed to the point that it needed to get taken down. Pinehurst has suffered from a lack of storage options since the shed was removed. The setback of this new structure will match the setback of the previous storage shed. The expansion will increase the available shelf space in the store, and it will also increase the number of products that Pinehurst will sell at this establishment. Those changes will increase the amount of inventory Pinehurst will need to keep on the property, requiring new storage and refrigeration capacity (and ADA-accessible bathrooms).

**c. Uniqueness as the Proximate Cause of Practical Difficulty**

The property's unique use requires storage capacity that cannot be satisfied within the confines of the existing structure. An expansion to the rear is necessary to accommodate the increased storage needs with respect to the building's existing layout.

**4. ZC § 5-308(b)**

Under ZC § 5-308(b), the City Council must also find that:

- 1) the conditions on which the application is based are unique to the property for which the variance is sought and are not generally applicable to other property within the same zoning classification;

The C-1-VC zoning district is distinct in its limitations for expansion because any adjustment to an existing setback requires a variance. This particular property and the

corresponding request for two variances is not applicable to other property within the same zoning classification because there is only one property within this zoning classification. Furthermore, this property is not even entirely zoned C-1-VC. The western half of the property is zoned R-1-E. This C-1-VC zoning district is also located several miles from the city's other C-1-VC zoning districts, which are all relatively clumped together in Roland Park and contain more than one property.

- 2) the practical difficulty is caused by this Code and has not been created by the intentional action or inaction of any person who has a present interest in the property;

Regarding the expansion into the corner-side yard setback, the practical difficulty is caused by the provisions of the Zoning Code and the fact that the City Council in 2019 rezoned the western half of 6242 Bellona Avenue to R-1-E, limiting an expansion of the structure into the rear. A corner-side yard expansion is the only viable route. Regarding the small expansion into the rear yard, the practical difficulty is caused by the provisions of the Zoning Code and the fact that the City required that Pinehurst remove the storage shed that had previously been occupying this part of the property. The removal of that shed created storage issues for the business that the business is now trying to fix.

- 3) the purpose of the variance is not based exclusively on a desire to increase the value or income potential of the property;

The purpose of the variances is to better accommodate the community demand for more products at this store.

- 4) the variance will not:
  - a. be injurious to the use and enjoyment of other property in the immediate vicinity;
  - or
  - b. substantially diminish and impair property values in the neighborhood;

The variances will not be injurious to the use and enjoyment of other property in the immediate vicinity. The variances will not change the use of the property. No properties will be directly impacted by the variances. The variances will furthermore not diminish or impair property values in the Bellona-Gittings neighborhood.

- 5) the variance is in harmony with the purpose and intent of this Code;

The Zoning Code functions, in part, to preserve and enhance the value of structures, communities, and neighborhoods. This expansion would enhance the value of the structure at 6242 Bellona Avenue and enhance the quality and value of the Bellona-Gittings neighborhood by improving the retail options within the area.

- 6) the variance is not precluded by and will not adversely affect:
  - a. any Urban Renewal Plan;
  - b. the City's Comprehensive Master Plan; or
  - c. any Historical and Architectural Preservation District; and

This variance is not precluded by and will not adversely affect any Urban Renewal Plan; the City's Comprehensive Master Plan; or any Historical and Architectural Preservation District.

- 7) the variance will not otherwise:
  - a. be detrimental to or endanger the public health, safety, or welfare; or
  - b. be in any way contrary to the public interest.

The variances associated with this conditional use will not impact public health, safety, or welfare and is not in any way contrary to the public interest. A memorandum of agreement concerning the expansion has been agreed to by both the proprietors of the Pinehurst Wine Shoppe and the Bellona-Gittings Community Association.

## **5. Summary and Conclusion**

The Pinehurst Wine Shoppe is an institution in the Bellona-Gittings neighborhood that wishes to expand to meet customer demand for a diversified and broader inventory. An ordinance is necessary for this expansion to occur. Any material expansion of the existing structure will require a variance from the C-1-VC zone's corner side-yard setback requirements. Any expansion into the rear yard setback will require a second variance. The proposal has broad community support, and the business's proprietors have agreed to a memorandum of understanding regarding the expansion with the Bellona-Gittings Community Association.



6242 BELLONA AVENUE  
BALTIMORE, MARYLAND

PROPOSED FIRST  
FLOOR PLAN

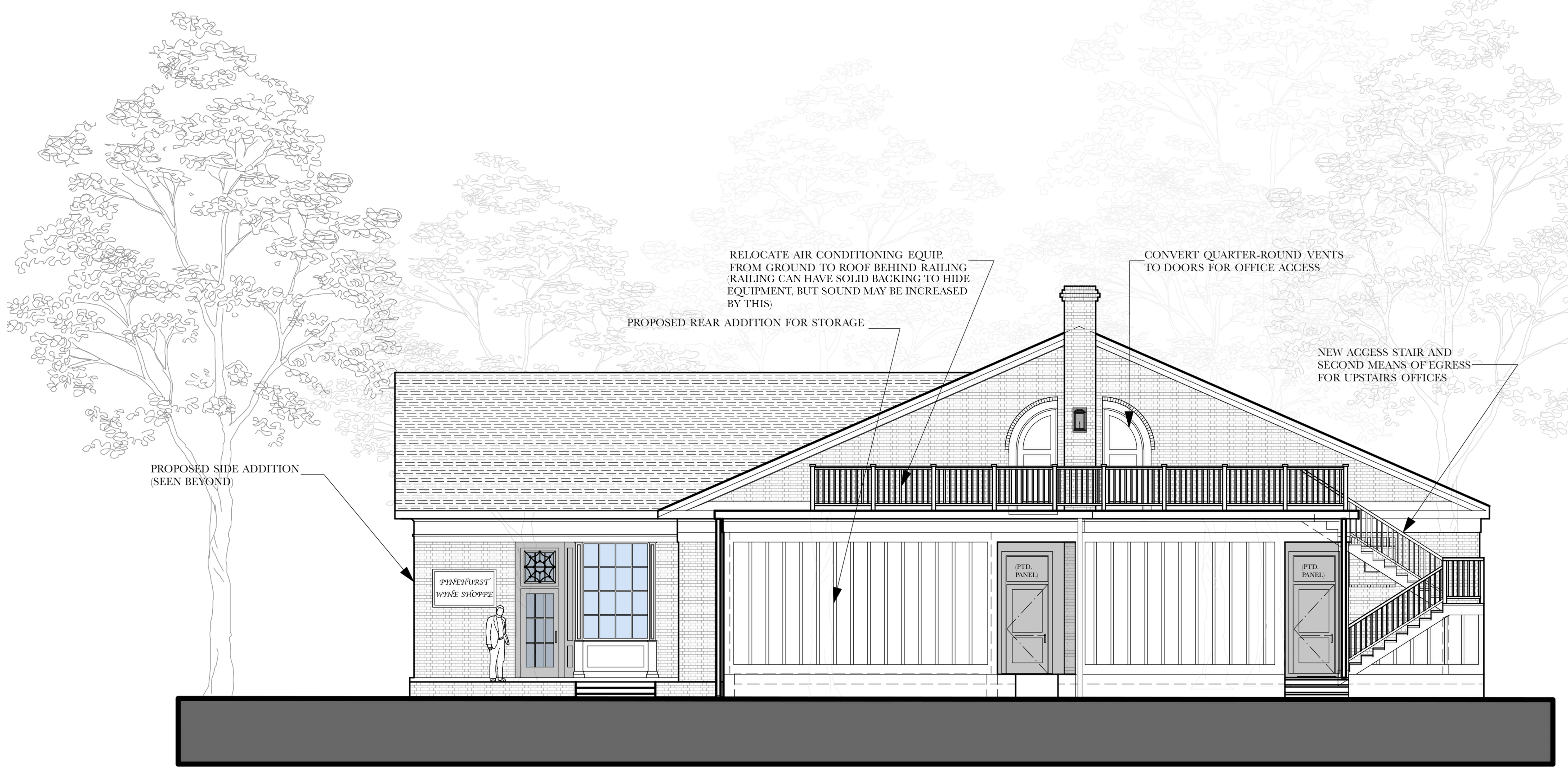
DRAWING TITLE:

DATE: © 2019 GREENARCH  
CREATED: 10/09/17 SCALE: 1/4" = 1'-0"  
REVISED: 10/10/19

SEAL:

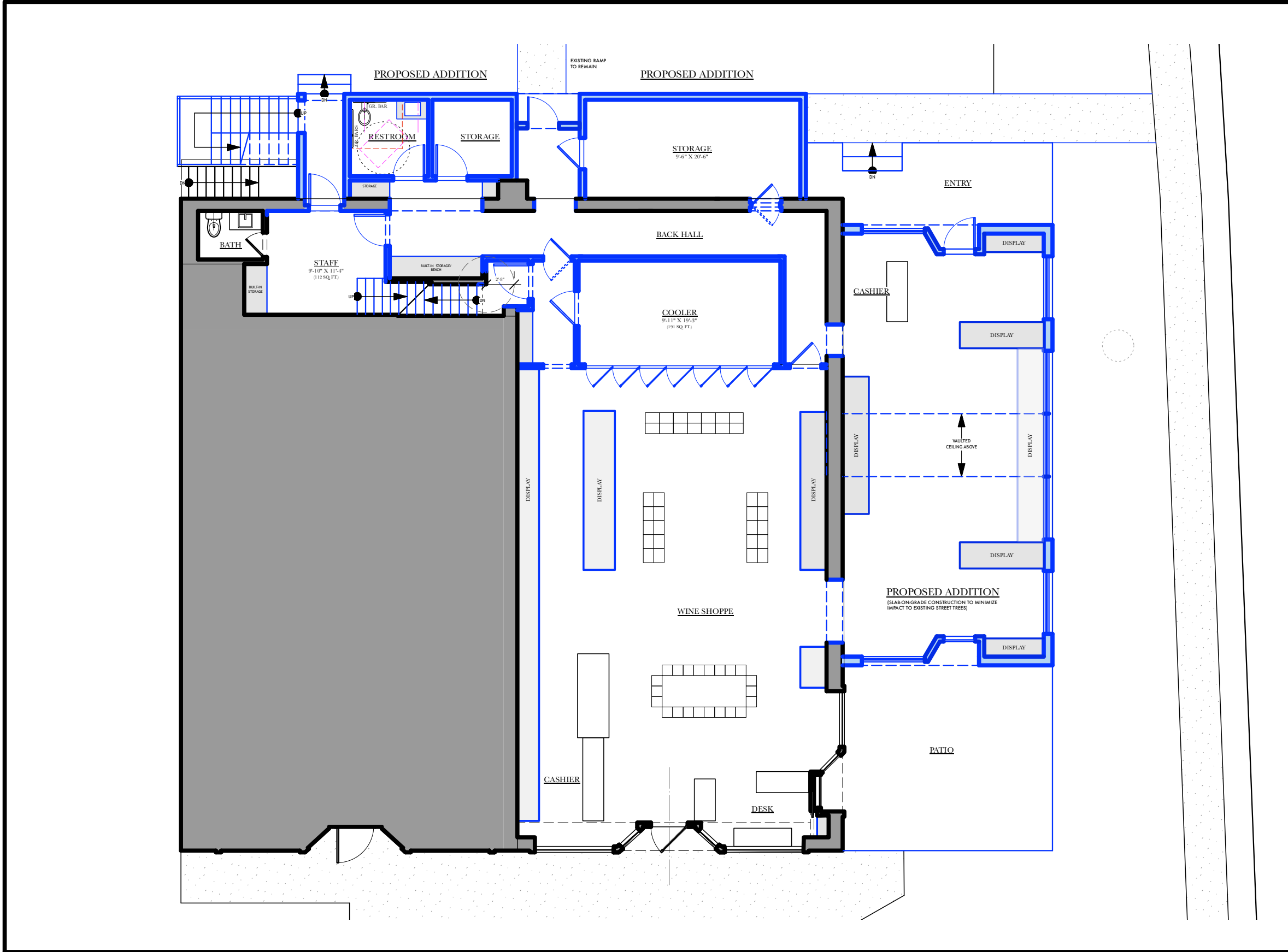
DRAWING #:

A-202



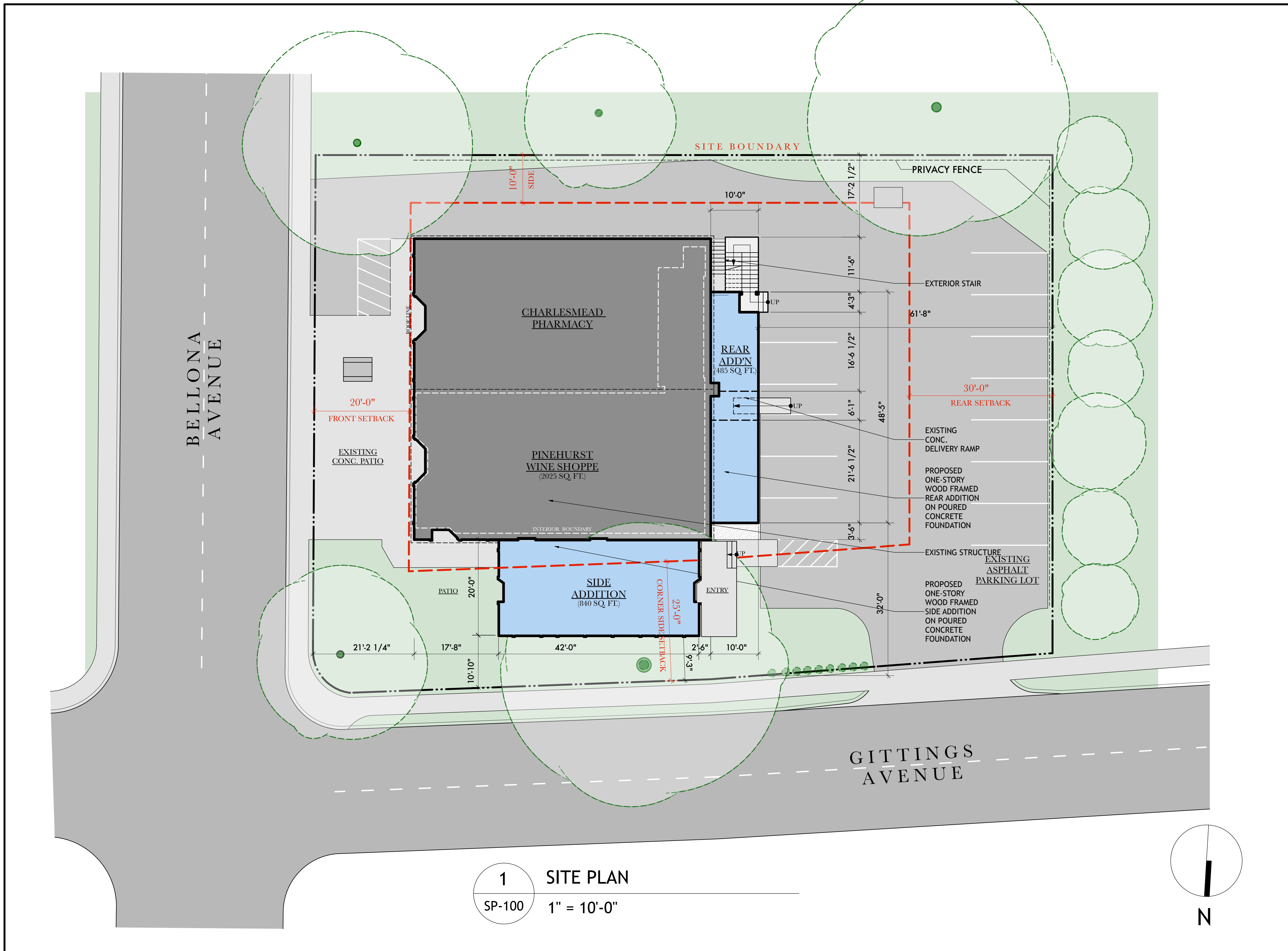
PROPOSED REAR ELEVATION (PARKING LOT)





DRAWING #:	SEAL:	DATE:	© 2019 GREENEARCH		DRAWING TITLE:	PROJECT NAME:
			CREATED:	10/9/17		
A-101		REVISED:	10/10/19			6242 BELLONA AVENUE BALTIMORE, MARYLAND
		ISSUED:	11/06/19			
		THIRD REV:	05/06/24			

VINCENT GREENE ARCHITECTS



1 SITE PLAN  
 SP-100 1" = 10'-0"

DRAWING #:	SP-100
	SEAL:
DATE:	© 2019 GREENSEARCH
	PERMIT ISSUE: 06/07/19 SCALE: 1" = 10'-0"
DRAWING TITLE:	BMA: 10/30/19
	NEIGHBORHOOD: 5/9/24
PROJECT NAME:	PINEHURST WINE SHOPPE
	6242 BELLONA AVENUE BALTIMORE, MARYLAND

VINCENT GREENE ARCHITECTS

**MEMORANDUM OF UNDERSTANDING CONCERNING  
THE STRUCTURAL AND OPERATIONAL EXPANSION  
OF 6242 BELLONA AVENUE, BALTIMORE, MD 21212**

This Memorandum of Understanding (“**Agreement**”) goes into effect on the date that Baltimore City Council Bill # 24-0552 goes into final effect (“**Effective Date**”), by and between Pinehurst Wine Shoppe, LLC, a Maryland limited liability company (“**PWS**”), SSW LLC, a Maryland limited liability company (“**SSW**”), and Bellona-Gittings Community Association, Inc., a Maryland nonstock corporation (“**BGCA**”). PWS and BGCA shall collectively be referred to herein as the “Parties.”

RECITALS

WHEREAS, PWS currently operates the Pinehurst Wine Shoppe (“**Business**”) at 6242 Bellona Avenue, Baltimore, MD 21212 (“**Premises**”), in the Bellona-Gittings neighborhood, pursuant to the Class A Liquor License # LA042 issued by the Board of Liquor License Commissioners of Baltimore City (“**Liquor Board**”);

WHEREAS, prior to the Effective Date, PWS proposed an expansion of the Business’ footprint (“**Expansion**”) into the Premises’ existing side and rear yards, per architectural plans (“**Plans**”) attached as **Exhibit A**, that requires an ordinance (“**Ordinance**”) is approved by the Mayor and City Council of Baltimore City to allow such expansion of the Business;

WHEREAS, PWS has requested Councilmember Mark Conway to have the Ordinance, which shall include the Plans, introduced at the City Council meeting on June 10, 2024;

WHEREAS, BGCA is the community association for the Bellona-Gittings neighborhood; and

WHEREAS, the Parties have a vested interest in improving the quality of life and property in the Bellona-Gittings community and have mutually agreed to the following terms regarding operations by PWS of the Business at the Premises.

NOW, THEREFORE, with the intent to be legally bound and for consideration sufficiency of which are hereby acknowledged with PWS agreeing to the terms of this Agreement in exchange for community support from BGCA of the Plans and BGCA agreeing to the terms of this Agreement in exchange of PWS limiting the operations of the Business at the Premises, the Parties agree as follows:

1. **Terms of Operation**. PWS commits to adhere to the following terms while operating the Business at the Premises:
  - a. **Hours of Operations**. Operation of the Business shall be limited to the following hours:
    1. Open no earlier than 8am on any day of operations Monday through Saturday.
    2. Close no later than 9pm on weekdays (Monday through Thursday).
    3. Close no later than 10pm on weekend days (Friday and Saturday).
    4. No third party operating on the Premises may open earlier or stay open later than PWS.
  - b. **Alcoholic Beverage Sales**. The sale of alcoholic beverages shall not be allowed between 8am and 10am on any day that the Business is authorized herein to be open. Only non-alcoholic drinks and food products shall be available for sale at the Premises between 8am and 10am on any day that the Business is authorized herein to be open.



2. **Use, Access, and Operations.** PWS further commits to adhere to the following terms while operating the Business at the Premises:
- a. On-site consumption of alcoholic beverages is not permitted at any time, with the exception of any consumption that occurs under the current tasting license (License # LA042), a copy of which is attached hereto as **Exhibit C**. This provision does not in any way impact the ability of PWS to apply for and obtain, if approved, temporary one-day permits. Neither PWS employees nor customers are authorized to bring their own alcoholic beverages onto the Premises for any reason.
  - b. There shall be no application for either the expansion of the Liquor License or for any other type of liquor license, other than renewal applications for the Liquor License, that applies to the Business or the Premises. This provision does not in any way impact the ability of PWS to apply for and obtain, if approved, temporary one-day permits.
  - c. The Business at all times shall be in compliance with the environmental performance standards listed in § 15-703 of the Baltimore City Zoning Code, the text of such section included in **Exhibit B**, attached hereto. These standards apply to noise, dust and air pollution, and odors, among other potential nuisances.
  - d. Outdoor music is limited to four times in a calendar year and will cease by 8pm. With at least two weeks' notice from PWS, BGCA will help notify neighbors of the event.
  - e. The operations of the Business shall comply with the terms of the Baltimore City Code, Article 23, regulating sanitation plans and practices. BGCA agrees to provide written notice to the Business of any reported violation of Article 23 and to provide the Business with seven (7) days to address and fix the issue. In the event that the issue persists after seven days, the Business and BGCA shall meet to draft a case-specific solution. The business acknowledges that any sanitation issue that arises at the Premises needs to be resolved as quickly as possible and the Business agrees to work in good faith to remediate any issue.
  - f. Customers of the Business shall only have access to the ground floor of the Premises and to no other part of the Premise, including, but not limited to, both the basement and second floor of the Business.
  - g. Customers of the Business shall only enter and exit the interior portion of the Premises through the existing ingress/egress point on the Bellona side of the Premises and through the new ingress/egress point on the parking lot side of the Premises, both as depicted in the Plans. No ingress/egress for customers of the Business shall be permitted on the Gittings side of the building. This provision does not prevent additional emergency exit doors that may be required by the Baltimore City Fire Code. This provision further does not include the loading dock/door facing the parking lot that is reserved for employee use.
  - h. Security camera footage of the Business shall be made available to the Baltimore City Police Department as necessary, per an agreement by PWS with the Liquor Board, a copy of which is attached hereto as **Exhibit D**.
  - i. Immediate and reasonable steps shall be taken to prevent disorderly conduct by customers while on the Premises.

3. **Operation Restrictions.** PWS further commits to adhere to the following terms while operating the Business at the Premises:

a. **Gambling and Cannabis Restrictions.**

- i. Gambling is strictly prohibited at the Premises.
- ii. The sale of lottery tickets is strictly prohibited at the Premises so long as the Charlesmead Pharmacy sells lottery tickets at its store.
- iii. No partition made of plexiglass or any other clear material shall be installed at the Premises between sales staff and customers without the written consent of the BGCA.
- iv. The sale of cannabis-infused drinks is allowed, should they become legal. However, the Business shall be prohibited from selling any other type of cannabis-related goods.
- v. The business shall comply with state regulations governing the sale of goods that contain cannabis.
- vi. The Business agrees not to apply for a cannabis dispensary license.

b. **Aesthetics.**

- i. Air-conditioning condensers on the proposed back balcony (as shown on the Plans) shall be screened and board-on-board fencing shall be installed to limit noise and visibility by no later than six months following construction completion of the Expansion.
- ii. A six-foot privacy fence shall be constructed along the southern boundary of the Premises by no later than six months following construction completion of the Expansion.
- iii. A six-foot privacy fence shall be constructed along the western boundary of the Premises at the same grade level as the existing parking lot and not at the property line, so as to provide additional privacy and screening from neighboring properties, by no later than six months following construction completion of the Expansion.
- iv. A boundary of evergreen trees and shrubs along the western border on the eastern side of the fence of the Premises shall be planted no less than six months following the Effective Date and shall be continuously maintained.
- v. Reasonable measures shall be taken to preserve the sycamore tree located near the southwest corner of the Bellona-Gittings intersection.
- vi. Only one bathroom shall be available to the Business' customers at all times.

c. **Parking Issues.**

- i. A sign shall be installed by no later than 10 calendar days following the Effective Date that is located by each cash register of the Business requesting that customers not block the driveways of neighbors in the Bellona-Gittings neighborhood.
- ii. PWS agrees to issue an immediate and clear announcement to all customers present at the Premises after the Business is notified that a neighbor's driveway is blocked by a vehicle. The announcement will inform those customers that the parked vehicle blocking the driveway must be moved immediately.
- iii. In the event that blocked driveways become a recurring issue (i.e., more than three times per month), PWS agrees to timely reimbursement of the affected property owner for any towing fees incurred.

d. **Special Events and Special Event Parking.**

- i. Special Events, for purposes of this Agreement, are events at the Premises that are separate and apart from the Business' typical course of operations. Special Events shall be separated into three categories:
  1. Category 1: Events that are provided for under the existing tasting license where alcohol may be consumed on-site, and the special holiday license issued to PWS that allows the Business to be opened on Sundays between Thanksgiving and New Year's Day;
  2. Category 2: Events outside the aforementioned days (though the two instances may coincide) that could include a food truck or other food service and will not include amplified music; and
  3. Category 3: Events that include live music, ceasing before 8pm.
- ii. Regarding Category 1 events, the Business may be open on every Sunday between Thanksgiving and New Year's Day, pursuant to the requirements of its special holiday license. The Business may host 12 in-store tasting-related events as described in its liquor license.
- iii. The Business agrees to limit the number of Category 2 special events to 18 days per calendar year and no more than two per calendar month. These events will take place on the Bellona-bordered side of the property and will not include amplified music.
- iv. The business agrees to limit the number of Category 3 events to four events per year. These events may take place anywhere on the property, including but not limited to the rear parking lot.
- v. All required permits, licenses, and insurance shall be issued before any Special Event may be held.
- vi. All Special Events, at all times, shall operate in accordance with all applicable laws governing such types of events and shall operate during business hours described above.
- vii. Written notice shall be provided by the Business to BGCA of plans for each Special Event at least 10 calendar days prior to the event ("**Special Event Notice**"). Each Special Event Notice shall provide the specific dates and times of operation for the Special Event and a brief description of what activities will be involved with that Special Event.
- viii. BCGA agrees to draft a map that will outline desired corridors and stretches of neighborhood roadways that are impacted by parking during PWS's special events. PWS agrees to negotiate a final map with BGCA detailing where PWS will place "No Parking" signs during special events.
- ix. "No Parking" signs shall be posted in agreed upon areas during these Special Events and removed within 12 hours of the event's conclusion.
- x. A comment shall be included in all email and other written marketing and promotion communications that attendees must adhere to all "No Parking" signs and not park vehicles so as to block private driveways of neighboring property owners.
- xi. The Business agrees to patrol the neighboring blocks on an as-needed/complaint basis to ensure that special events attendees are adhering to "No Parking" signs and to make an announcement to attendees of such Special Event if private driveways of neighboring property owners are blocked.
- xii. The Business agrees to install an electrical outlet on the exterior of the building to allow a food truck to plug in and receive electricity, thereby reducing the need for a generator.

xiii. All terms of this Agreement shall be applicable to Special Events.

- e. **Vending Machines.** Vending machines for any product shall be strictly prohibited at the Premises at all times.
- f. **Drive-through Access.** No drive-through access of any kind allowing customers to acquire goods from the Business directly from the Premises, through a window or any other type of opening from the Premises' interior to the exterior, to a customer, inside a vehicle or otherwise, shall be strictly prohibited at all times at the Premises.

4. **Miscellaneous.**

- a. The terms of this Agreement are reasonable restrictions to the operations of the Business to which both Parties agree.
- b. The Business agrees to provide notice to the BGCA upon execution of a contract for sale and at a minimum of seven days prior to posting for a hearing before the Baltimore City Liquor License Board.
- c. This memorandum of understanding represents an agreement between the parties which ceases to exist in the event that Pinehurst Wine Shoppe LLC sells the business.
- d. This memorandum of understanding may be amended from time to time if the parties so agree to update the stated provisions or introduce new terms of agreement.
- e. PWS and BGCA agree to meet annually by April to discuss matters relevant to the operation of this MOU.
- f. All Exhibits referenced in this Agreement shall be made a part hereof.
- g. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had not been included.
- h. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- i. This Agreement shall be interpreted and construed in accordance with the laws of the State of Maryland and any dispute with respect to it and the rights and duties thereby created shall be litigated in the courts for Maryland.
- j. As of the Effective Date, each Party represents and warrants to the other Party that the undersigned executing this Agreement on behalf of each respective Party is duly and validly authorized to do so.
- k. None of the terms of this Agreement shall apply to the Charlesmead Pharmacy or its owner, which is also located at 6242 Bellona Avenue but operates as a separate business and is not a party to this Agreement.
- l. SSW LLC is included in this memorandum of understanding because of its ownership interest in the property, which includes both the portion of that property presently known as Charlesmead Pharmacy and the portion of the property presently known as Pinehurst Wine Shoppe.
- m. If PWS fails to materially perform and comply with any of the terms of this Agreement, and such failure continues for 10 calendar days after PWS' receipt of written notice of such default from BGCA, this Agreement shall remain in full force and effect with BGCA having the right to proceed against PWS for specific performance of this Agreement with the help of Councilman Conway, or his successors.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers or agents effective the last date written below.

**Pinehurst Wine Shoppe, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Bellona-Gittings Community Association, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers or agents effective the last date written below.

**Pinehurst Wine Shoppe, LLC**

By: *Cody F. McNamee III*  
Name: *Cody F. McNamee III*  
Title: *Owner/Partner*

Date: *9/13/2024*

*Daniel Brothman*  
*Daniel Brothman*  
*Owner/Partner*  
*9/13/2024*

**Bellona-Gittings Community Association, Inc.**

By: *Darlene D. Townsend*  
Name: *DARLENE D. TOWNSEND*  
Title: *PRESIDENT, BECK, INC.*

Date: *13 September 2024*

**Exhibit A**  
Plans

## **Exhibit B**

Environmental performance standards in § 15-703 of the Baltimore City Zoning Code

### **§ 15-703 Environmental performance standards.**

(a) In general. All uses in the commercial districts and the IMU-1 and -2 and I-1 Districts must be operated so as to comply with the performance standards described in this section. In addition to these performance standards, all uses must be constructed, maintained, and operated so as not to be injurious to the use and occupation of the adjacent premises by reason of the emission or creation of noise, vibration, radiation, fire, explosive hazard, or glare. Nothing in this section may be construed to alter, change, modify, or abrogate any authority granted exclusively to any state or federal regulations.

(b) Noise. No activity or use may be conducted in a manner that generates a level of sound as measured on another property greater than that allowed by federal, state, or local regulations. These limits do not apply to construction noises, noises emanating from safety signals or warning devices, noises not directly under the control of the owner or occupant of the property, or transient noises from moving sources, such as motor vehicles, railroads, or aircraft.

(c) Glare and heat. Any activity or the operation of any use that produces glare or heat must be conducted so that no glare or heat from the activity or operation is detectable at any point off the lot on which the use is located. Flickering or intense sources of light must be controlled or shielded so as not to cause a nuisance across lot lines.

(d) Vibration. No earthborn vibration from the operation of any use may be detectable at any point off the lot on which the use is located.

(e) Dust and air pollution. Dust and other types of air pollution, borne by the wind from sources such as storage areas, yards, roads, conveying equipment, and the like on the lot, must be kept to a minimum by appropriate landscaping, screening, sheltering, paving, fencing, wetting, collecting, or other acceptable means.

(f) Discharge and disposal of radioactive and hazardous waste. The discharge or disposal of radioactive or hazardous waste materials must comply with all applicable federal, state, and local laws, rules, and regulations that govern those materials or waste, generally. Radioactive and hazardous waste materials must be transported, stored, and used in conformance with all applicable federal, state, and local laws, rules, and regulations.

(g) Odors. Any condition or operation that results in the creation of odors of an intensity and character as to be detrimental to the health and welfare of the public or that interferes unreasonably with the comfort of the public, must be removed, stopped, or modified so as to remove the odor.

(h) Toxic substances. The storage, handling, or transport of toxic substances must comply with federal, state, and local laws, rules, and regulations.

(i) Fire and explosion hazards. Materials that present potential fire or explosion hazards must be transported, stored, and used only in conformance with all applicable federal, state, and local regulations.



**Exhibit C**

Copy of current tasting license (License # LA042)

**Exhibit D**

Copy of agreement by \_\_\_\_\_ with the Liquor Board