

LOCUST POINT CIVIC ASSOCIATION

Core Principles, Memoranda of Understanding [MOU], and Process

Locust Point residents love their restaurants, bars, and gathering spots. When a new one wants to open here, LPCA wants to help make it work for the residents to enjoy and the business to succeed and respect the residents who live near them. This document conveys our core principles, the Memoranda of Understanding (MOU), and process for establishments seeking community support for liquor licenses.

1. Value: Shared Success (Community and Business)

We're here to help, not obstruct: LPCA is not a regulatory body, and doesn't think of itself as one. We don't approach applicants as adversaries, and we're not looking for reasons to oppose businesses. Our first question isn't "how do we limit this?" — it's "how do we help this business succeed in a way that works for the neighborhood?"

That said, we represent residents, and we take that seriously. When we sit down with an applicant, we bring an honest picture of what the community needs — not worst-case alarmism, but real context. We commit to listening before taking positions, representing resident concerns accurately and specifically, and never using the MOU process to delay or punish businesses that have engaged in good faith. When any board or committee member has a conflict of interest with respect to a particular applicant, we disclose it.

2. Value: More Gathering Places = More Community

Locust Point wants more great restaurants and businesses: The 2023 LPCA Community Survey showed residents ranking restaurants and better retail among the top things they'd like to see more of in the neighborhood. Walkability and local gathering places were among the leading reasons people chose to live here. The demand is real, and LPCA's role is to help channel it productively.

In practice, that means giving applicants an honest picture of the neighborhood before they open — parking realities, noise sensitivity, what has and hasn't worked for businesses in the past — and connecting them, where it makes sense, with community organizations and neighbors who can be genuine allies. We also try to treat the MOU itself as something that helps businesses, not just constrains them. Knowing what LPCA expects means not having to guess.

We want businesses that open with community goodwill, operate successfully, and become genuine partners in neighborhood life. Every establishment that closes because of preventable conflict or mismanaged expectations is a loss for the whole neighborhood — and that's a loss for LPCA too.

Not all licensed establishments present the same considerations. A neighborhood wine bar serving dinner to seated guests looks very different from a late-night venue with a capacity crowd and outdoor amplification. We apply a standard MOU template as a starting framework, but we negotiate based on the specific business, the specific location, and the specific residential context. A one-size-fits-all approach that treats a quiet café like a high-volume nightclub isn't fair or useful to anyone. We aim for proportionality — asking no more than what the community's genuine interests require, and no less.

3. Value: Mutual Respect as Neighbors

The Reality of Living Side by Side: Locust Point's population grew by more than 43% between 2010 and 2020. It's dense, walkable, and compact — a peninsula neighborhood where a bar's patio may be separated from a neighbor's bedroom window by a single alley, and a rooftop's sound carries across three residential blocks. This isn't a problem to be solved; it's a condition that both businesses and residents have to understand and manage together. We want applicants to understand this before they open, not after their first noise complaint.

We ask businesses entering an MOU to affirmatively acknowledge this context. That's not a concession — it's a foundation for the kind of honest, ongoing relationship that keeps small issues from becoming big conflicts. Specifically, we ask that applicants affirm:

- That they have reviewed the surrounding residential density before signing
- That the hours, noise standards, and operating practices in the MOU reflect the legitimate expectations of residents nearby and comply with all Baltimore City Code Requirements
- That they intend to be a good neighbor — not just a technically compliant operator
- That they will designate a point of contact — an owner, a manager — who neighbors and LPCA can actually reach when something comes up

We also ask businesses to recognize something broader: the walkable, close-knit character of Locust Point that makes it an attractive place to open a restaurant or bar is the product of sustained community investment. Being part of this neighborhood means contributing to it — through how you manage trash, handle noise, supervise late-night crowds, and engage with the people who live nearby.

4. Values in Practice: How LPCA Conducts Itself

Board and committee members involved in MOU negotiations commit to the following:

4.1 Engage early. Reaching out before a Liquor Board hearing is scheduled produces better agreements and more durable relationships. LPCA commits to contacting applicants or responding to their outreach before a Liquor Board hearing and continuing an ongoing dialogue.

4.2 Appoint a representative from the Board to lead negotiation. The Board will have a subcommittee and Chair of that committee for new bars and restaurants. The authority will be delegated to this representative.

4.3 Lead with information. Share neighborhood context first — residential density, documented concerns, the history of the location — before presenting conditions. LPCA will share the neighborhood context - residential density, documented concerns, prior license history at the location - before presenting specific conditions

4.4 Keep personal views separate. Our negotiating positions must reflect documented community interests, not the preferences of individual board members. LPCA will distinguish community concerns from personal preferences

4.5 Take business realities seriously. When an applicant's requested hours or practices reflect genuine operational need, engage with that honestly rather than dismissing it. LPCA commits to respecting the bottom-line needs of businesses.

4.6 Negotiate in confidence. Sharing preliminary positions publicly undermines trust and complicates the process. LPCA commits to a process that balances confidentiality with community input.

4.7 Document commitments. Any material agreement reached in discussions between LPCA and a business will appear in the final MOU or in written meeting notes.

4.8 Bring agreements to the full Board. LPCA is not bound by an MOU until authorized by a Board vote. Individual members do not have the authority to bind LPCA.

The spirit of all this is simple: LPCA wants to be the kind of civic association that businesses are glad to work with, and that residents can trust to represent their interests honestly. Those goals aren't in conflict — in Locust Point, commercial and community life have always been woven together. The MOU process, at its best, reflects that.

PART II: MEMORANDUM OF UNDERSTANDING TEMPLATE

Section 1. Parties and Recitals

This Memorandum of Understanding (“MOU”) is entered into as of [DATE] by and between:

The Locust Point Civic Association, Inc. (“LPCA”), a Maryland nonprofit corporation, incorporated under and by virtue of the General Laws of the State of Maryland, representing the interests of residents within the geographic boundaries of Locust Point, Baltimore, Maryland; and

[APPLICANT LEGAL ENTITY NAME] (“Applicant”), a [entity type] organized under the laws of the State of Maryland, operating or proposing to operate a licensed establishment at [FULL ADDRESS], Baltimore, Maryland [ZIP] (“the Premises”). [Included here are individual licensees as well]

1.1 License Information

- License type sought (see Page 12 for full list of types)
- Description of proposed use: [e.g., full-service restaurant with bar; entertainment overlay requested / not requested]

1.2 Recitals

The parties enter into this MOU on the basis of the following shared understandings:

- LPCA is an incorporated community association representing residents of Locust Point and has a demonstrated interest in the orderly licensing and operation of establishments serving alcohol within the neighborhood.
- Applicant seeks to operate a licensed establishment at the Premises and desires to do so with the awareness of and in constructive relationship with the surrounding community.
- Both parties recognize that Locust Point’s residential density creates immediate adjacency between the Premises and neighboring residences, and that this context shapes the operating conditions set out herein.
- Both parties affirm that LPCA’s execution of this MOU does not constitute support for or opposition to the granting of the license; it constitutes agreement on the operating conditions set forth below.
- This MOU is entered into voluntarily by both parties.

NOTE TO BOARD: *Board vote required before execution. Per LPCA bylaws and Articles of Incorporation, the Board must authorize any binding agreement. Record the authorizing vote in the Board minutes and reference the meeting date in the signature block.*

1.3 Terms

In consideration of the mutual promises and other terms set forth below, the Parties agree as follows:

- I. Defined Terms. The defined terms used in the preamble and background have the same meanings stated therein. In addition, the terms defined below have the meanings provided.
 - A. “Board” means the governing board of LPCA – to include the President, Vice-President, Treasurer, Secretary, and at-large members – as a group or any of its members.
 - B. “Building” means any permanent, enclosed physical structure located on the Establishment’s property, including outdoor areas to which access is restricted by permanently installed physical barriers on at least three sides.
 - C. “Closing” means the time at which the Establishment ceases to operate on any given day of the week, as determined by law or the Establishment, whichever is earlier.
 - D. “General Membership Meeting” means the public meeting hosted by LPCA on a recurring basis, normally held the second Wednesday of each month at 7:30pm.
 - E. “Live Entertainment” means any one or more of any of the following, performed live by one or more persons, whether or not done for compensation and whether or not admission is charged: (1) musical act (including karaoke); (2) theatrical act (including stand-up comedy); (3) play; (4) revue; (5) dance; (6) magic act; (7) disc jockey; (8) hosted games (eg. trivia or BINGO); or (9) similar activity as defined in the Baltimore City Code.
 - F. “Point of Contact (POC)” for establishment means a person with general oversight and authority over the day-to-day operations and staff of the Establishment. POC for LPCA is the Chair of the [X] Committee. In the event of a vacancy, this will be the President of the LPCA Board.
 - G. “Outdoor Seating” means Outdoor dining” means an outdoor seating area that adjoins a restaurant or carry-out food shop and is used by patrons to consume food or drinks. (This is the Baltimore City Code definition)
 - H. “Staff” means all persons hired, either as an employee or under contract, to work at the Establishment.
 - I. Liquor Board means the Baltimore City Board of Liquor License Commissioners

Section 2. Hours of Operation

2.1 Standard Service Hours

Applicant agrees to the following hours for alcohol service:

- Sunday through Thursday: [START TIME] to [END TIME]
- Friday and Saturday: [START TIME] to [END TIME]
- Last call shall occur no later than [TIME] on all days

2.2 Outdoor Service Hours

Outdoor service (patio, rooftop, sidewalk café, or similar) shall be subject to more restrictive hours given direct adjacency to residences:

- Outdoor service permitted: [DAYS] from [START] to [END]
- Outdoor service shall cease no later than [TIME] on all days, regardless of indoor service hours
- A Minor Privilege Permit shall be approved by the Baltimore City Department of Transportation prior to any outdoor seating

2.3 Kitchen and Food Service Hours

- Food service shall be available during at minimum [HOURS] on days the establishment is open
- [Note if food service is required as a condition of the license type]

2.4 Special Event and Holiday Hours

- Applicant may request extended hours for designated holidays or special events by providing LPCA with no less than [14 / 30] days' written notice. Examples may include Defenders Day or Sail250.
- LPCA may raise concerns about proposed extended hours within [7] days of receiving notice; Applicant agrees to consider such concerns in good faith

Section 3. Occupancy, Capacity, and Use

- Applicant shall not exceed posted occupancy limits under any circumstances

3.1 Private Events and Buyouts

- Private buyout events [are / are not] permitted
- If permitted, private events are subject to all conditions of this MOU including hours, noise, and security provisions
- Applicant shall notify LPCA of any anticipated private event expected to exceed [75% / 100%] of capacity with [14] days' advance notice

3.2 Third-Party Promoters

- Third-party event promoters may operate within the Premises
- If operating, Applicant remains solely responsible for compliance with all MOU conditions regardless of who is operating a given event

Section 4. Noise, Entertainment, and Sound Management

4.1 Live Music and Amplified Sound

- Live music, DJs, and amplified sound [are / are not] permitted
- If permitted, amplified entertainment indoors is allowed on [DAYS] from [HOURS]
- Outdoor amplified entertainment [is / is not] permitted; if permitted, limited to [DAYS] from [HOURS]
- The Establishment shall provide written notice to LPCA and surrounding properties (residential and non-residential) located within two hundred feet – as measured from any point along the Establishment's property line – within twenty-four hours of submitting any request to any state or city agency to add or modify terms regarding Live Entertainment to its licensing or permits. Such notice shall include the proposed type of entertainment, location of entertainment (either inside or outside the Building), and hours during which the entertainment is expected to occur. The Establishment shall attach the application submitted to its notice to LPCA

4.2 Sound Mitigation Measures

Applicant agrees to implement the following sound attenuation measures prior to commencing entertainment operations:

- [e.g., acoustic panels on interior walls adjacent to residential uses]
- [e.g., sound-limiting device on PA/speaker system set to maximum [X] dB at property line]
- Applicant agrees to comply at all times with Baltimore City's noise ordinance

4.3 Complaint Response

- Applicant designates [NAME / TITLE] as the point of contact for noise complaints
- If LPCA receives [3] or more substantiated noise complaints within any [6]-month period, both parties agree to meet within [30] days to discuss operational adjustments

Section 5. Parking and Traffic Management

The parties acknowledge that Locust Point's residential density creates limited parking availability, and that the 2023 LPCA Community Survey identified parking as one of the neighborhood's top concerns. Applicant therefore agrees to:

- Not designate or encourage patron use of [specific streets or lots] for parking without written authorization from the relevant property owner or City agency
- Post signage or communicate to patrons regarding available public parking options, including [list nearby options if known]
- If valet service is offered, establish a designated valet staging area that does not impede traffic flow on adjacent residential streets

5.1 Transportation Demand Management

For establishments with a capacity of [100+] patrons or entertainment overlay licenses, Applicant agrees to:

- Actively promote alternative transportation options to patrons (rideshare, Harbor Connect water taxi, transit) through in-venue signage and digital communications
- If a residential permit parking district is established in the vicinity of the Premises, cooperate with LPCA and City agencies in implementing that district
- Consider contracting with a nearby business, lot, or valet service for mitigating parking effects on local residents.

Section 6. Physical Conditions and Property Maintenance

6.1 Trash and Recycling

- Applicant shall maintain a covered dumpster or enclosed trash receptacle located [on-site / at [specific location]], not within [X] feet of residential windows or doors
- Trash pickup schedule: minimum [X] times per week; Applicant shall adjust frequency during high-volume periods
- Applicant shall police the surrounding sidewalk, alley, and adjacent block face for litter attributable to the establishment on a daily basis

6.2 Exterior Lighting and Signage

- Exterior lighting shall be adequate for patron safety but shall not direct glare toward adjacent residential windows
- Any new exterior signage shall be consistent with the character of the block and comply with Baltimore City sign regulations

Section 7. Community Engagement and Communication

LPCA views ongoing community engagement not as a compliance obligation but as a hallmark of businesses that are genuine partners in neighborhood life. Applicant agrees to:

- Designate a Community Liaison who is accessible to LPCA and to neighboring residents. The initial Community Liaison is: [NAME], reachable at [PHONE / EMAIL]
- Attend at least one LPCA general membership meeting per calendar year to provide an operational update and receive community feedback
- Provide LPCA with no less than [30] days' written notice of any material change to the business concept, entertainment programming, or hours of operation
- Provide LPCA with no less than [60] days' written notice of any anticipated change in ownership or controlling interest
- Respond to written inquiries from LPCA within [10] business days

7.1 Escalation Process

If either party believes the other is not meeting the terms of this MOU, the following process applies:

- The aggrieved party provides written notice describing the specific concern
- The parties meet within [21] days of the notice to discuss the concern in good faith
- If the concern is not resolved within [30] days of the initial notice, either party may involve a neutral third-party mediator
- LPCA reserves the right to submit documentation of unresolved material breaches to the Baltimore City Liquor Board at any license renewal hearing

Section 8. Public Safety and Incident Response

8.1 Responsible Beverage Service

- All staff serving alcohol shall maintain current TIPS certification [Training for Intervention ProcedureS is cert program focused on responsible service, sale, and consumption of alcohol aimed at preventing alcohol incidents] or an equivalent responsible beverage service program approved by the Baltimore City Liquor Board
- Applicant shall maintain documentation of staff certifications and make it available to LPCA upon request

8.2 Security

- Applicant shall provide [trained security staff / licensed security personnel] on-premises during [entertainment nights / all nights after [TIME] / all nights at or above [X%] capacity]
- Security personnel shall be stationed at [entrance / exterior / both] to manage patron egress and prevent congregation on adjacent residential streets

8.3 Security Cameras

- Applicant shall install and maintain security cameras covering the primary entrance and all outdoor patron areas
- Footage shall be retained for a minimum of [30] days
- In the event of a serious incident, Applicant agrees to cooperate with Baltimore City Police and the Baltimore City Liquor Board, including providing footage upon lawful request

8.4 Incident Notification

- Applicant shall notify LPCA's Board President (or designated committee representative) of any incident involving police response, significant property damage, or patron injury within [48 hours] of the incident
- Notification shall be written (email is acceptable) and shall describe the incident and any corrective measures taken

Section 9. License Transfer and Change of Ownership

The parties agree that community relationships built around a specific operator are not automatically transferable. Accordingly:

- Applicant shall notify LPCA in writing within [30] days of any proposed change in ownership, controlling interest, or operating entity
- Applicant shall also notify the LPCA of the contact information of the potential new owner or operator.
- Any new owner or operator shall, as a condition of LPCA's support at any transfer hearing, either: (a) formally assume all obligations of this MOU in writing, or (b) enter a new MOU with LPCA prior to commencing operations
- LPCA reserves the right to renegotiate the terms of this MOU in connection with any ownership transfer

Section 10. Term, Renewal, and Termination

10.1 Initial Term

This MOU shall be effective as of the date of execution and shall remain in effect for 1 Year from that date, consistent with the Baltimore City Liquor Board's standard license renewal cycle.

10.2 Renewal

- This MOU shall automatically renew for successive [1-year] terms unless either party provides written notice of its intent not to renew at least [60] days before the end of the then-current term
- Either party may request renegotiation of specific terms upon renewal by providing written notice [90] days before the end of the then-current term

10.3 Material Breach and Cure

- A "material breach" shall include: repeated or willful violation of agreed hours, failure to maintain required certifications, failure to designate a Community Liaison, or repeated failure to respond to LPCA communications
- Upon notice of a material breach, Applicant shall have [30] days to cure
- If the breach is not cured within the cure period, LPCA may: (a) terminate this MOU by written notice, or (b) submit documentation of the breach to the Baltimore City Liquor Board
- Applicants should be aware that if agreement is in breach, the LPCA may actively oppose future approvals of the establishment's license from the Baltimore City Liquor Board.

10.4 Mutual Termination

This MOU may be terminated at any time by written agreement of both parties.

Section 11. Signatures and Authorization

By signing below, the parties affirm that they have read and understood this MOU, that they enter into it voluntarily, and that their respective signatories are duly authorized to bind their organizations.

LPCA Board authorization date: [DATE OF BOARD VOTE] | Board meeting minutes on file with Recording Secretary

Inc.
Printed Name: _____
Title: Board President
Date: _____

For the Locust Point Civic Association,

Printed Name: _____
Title: _____
Date: _____

For [APPLICANT ENTITY NAME]

Exhibit A. Neighborhood Context Summary

This exhibit, to be completed by LPCA prior to execution, documents the specific neighborhood context relevant to the Premises. It is incorporated by reference into the MOU and constitutes part of the factual record available for any future Liquor Board proceeding.

- Premises address and zoning classification: _____
- Distance from nearest residential unit (approximate): _____
- Distance from nearest school, park, or place of worship (if within 300 feet): _____
- Prior license history at this address (if known): _____
- Active residential HOAs or tenant associations within one block: _____
- Relevant community survey findings: Locust Point 2023 Community Survey identified parking, noise, and access to restaurants/retail as top community concerns.
- Additional context notes: _____

PROCESS

The LPCA will have a Bar/Rest Business Liaison Committee that connects with new establishments wishing to enter the neighborhood. This committee will be chaired by a Board member but residents are invited to be on it alongside at least one business owner as well. Either the Chair or a Chair-designated representative of the committee will meet with the Bar/Restaurant business as a first step. The following recommended draft steps will follow:

Community Engagement & Liquor License Process (LPCA Coordination)

1. **Educate yourself about the Locust Point neighborhood**
Research the LP community expectations. Understand the neighborhood character, nearby residents, existing community concerns, and the operating norms of similar businesses.
2. **Reach out to LPCA (Board Designated Lead)**
Contact LPCA before filing with the Liquor Board (BCLC) to share a clear concept overview and begin building a collaborative relationship with the LPCA liaison.
3. **Obtain and review LPCA's standard MOU template**
Familiarize yourself with typical terms and expectations to prepare for discussions.
4. **Attend an LPCA meeting (after meeting with the LPCA Board Designated Lead to schedule an introduction)**
Participate in a community meeting or request time with the LPCA Board to present your concept (including hours, capacity, type of service, and any entertainment) and answer initial questions.
5. **Engage in discussions with LPCA, finalize MOU and review draft agreement.**
Work collaboratively with LPCA to align your business plan with community expectations and concerns. Ensure all agreed-upon conditions are clearly documented and in agreement with your business operations.
6. **Execute the MOU upon LPCA Board approval**
Sign the agreement after formal approval by LPCA.
7. **Include the executed MOU in your Liquor Board application**
Reference the agreement during your submission and any required hearings.
8. **Designate a Community Liaison prior to opening (*This may be different than the original lead*)**
Assign a point of contact to maintain communication with LPCA and neighbors.
9. **Operate in accordance with MOU commitments**
Actively monitor and manage operations to remain consistent with MOU commitments.
10. **Maintain proactive communication**
Maintain proactive communication with LPCA, promptly address concerns, and work in good faith to resolve any issues.

Renew the MOU alongside your license renewal

Revisit and update the agreement as needed during your liquor license renewal process.

LICENSE TYPES

BEER & WINE

1. Class "A" - Off Sale package goods - no on-premises consumption - 6 days, 6:00 a.m. - Midnight. No Sunday sales except Sundays between Thanksgiving Day and New Year's Day upon issuance of a special supplemental license for each Sunday.
(As authorized by Alcoholic Beverages & Cannabis Article 12-2003(a)(1)(ii).)
2. Class "B" - Restaurants - 7 days, 6:00 a.m. - 2:00 a.m.
3. Class "C" - Non-Profit Private Clubs - 7 days, 6:00 a.m. - 2:00 a.m.
4. Class "D" - Taverns - 7 days, 6:00 a.m. - 1:00 a.m.

BEER, WINE & LIQUOR

1. Class "A" - Off Sale package goods - no on-premises consumption - 6 days, 6:00 a.m. - Midnight. No Sunday sales except Sundays between Thanksgiving Day and New Year's Day upon issuance of a special supplemental license for each Sunday.
(As authorized by Alcoholic Beverages & Cannabis Article 12-2004(a)(1)(ii))
2. Class "A-2" - Off Sale package goods - 6 days, 9:00 a.m. - Midnight. No Sunday sales except Sundays between Thanksgiving Day and New Year's Day upon issuance of a special license for each Sunday.
3. Class "A-7" - Off Sale package goods - 7 days, 10:00 a.m. - Midnight.
4. Class "B" - Restaurants - 7 days, 6:00 a.m. - 2:00 a.m.
5. Class "B" - Arena License - 7 days, 6:00 a.m. - 2:00 a.m. Issued to stadiums, arenas and large multiple bar facilities.
6. Class "B" - Hotel/Motel - 7 days, 6:00 a.m. - 2:00 a.m. Issued to hotels and motels with over 100 rooms.
7. Class "B" - Racing Establishment - 7 days, 6:00 a.m. - 2:00 a.m.
8. Class "C" - Non-Profit Private Clubs - 7 days, 6:00 a.m.- 2:00 a.m.
9. Class "D" - Taverns - 6 days, 6:00 a.m. - 1:00 a.m. No Sunday sales.
10. Class "D-7" - Taverns - 7 days, 6:00 a.m. - 1:00 a.m.
11. Class "BD-7" - Taverns - 7 days - 6:00 a.m. to 2:00 a.m.