



THE CITY OF NEW YORK
MANHATTAN COMMUNITY BOARD 3
59 East 4th Street - New York, NY 10003
Phone (212) 533-5300
www.cb3manhattan.org - mn03@cb.nyc.gov

Andrea Gordillo, Board Chair

Susan Stetzer, District Manager

June 25, 2025

New York State Liquor Authority
80 South Swan Street, Suite 900
Albany, New York 12210-8002

Re: Nine Orchard F&B Subtenant LLC and NO F&B Management LLC
9 Orchard Street
New York, NY 10002

Dear New York State Liquor Authority,

At the June 2025 Full Board Meeting, Community Board 3 passed the following resolution:

TITLE: Community Board 3 Recommendation To Deny Unless Stipulations Agreed To—Stipulations Attached

WHEREAS, Orchard Street Restaurant Management LLC doing business as Corner Bar; Swam Room, is seeking a full on-premises liquor license, in the premises located at 9 Orchard Street, Corner of Canal Street and Orchard Street with Allen Street to the west, New York, New York; and

WHEREAS, this is an application for a sale of assets for an establishment with of 803 people, 68(maximum) tables and 439(maximum) seats with 3 bars 30'10" 1st fl (corner) with 14 seats; 27' 1st fl (lobby) with 12 seats; 15' 14th fl with, Restaurant within a hotel with meeting/event spaces serving food during [all hours of operation 2 TVs (TBD), with live musician (3-4 instrument ensembles); DJs Streaming services/playlists and

WHEREAS, there are 15 full on-premises liquor licenses within 500 feet per the SLA LAMP map;

WHEREAS, This location has been licensed to the current establishment since 2018, this is a sale of assets; and

WHEREAS, the applicant has never been a license holder in NY State but has had work experience similar to the proposed business in other states;

WHEREAS, there were 18 commercial 311 complaints at this location with NYPD action necessary since 2022; and

WHEREAS, 47 residents who live within two blocks of the location signed a petition in favor of the application; and

WHEREAS, the applicant intends to keep the same stipulations that were approved October 26, 2018 with the only amendment being that the 2nd floor space and the 14th floor space

will be accessible for hotel guests when there are no events, and if there is additional capacity it will be open to the public by reservation only; and

THEREFORE, BE IT RESOLVED that Community Board 3 recommends the denial of the application for a full on-premises liquor license for Orchard Street Restaurant Management LLC for the premises located at 9 Orchard St, New York, New York, unless the applicant agrees to the following signed notarized stipulations that

- 1) it will operate as a Restaurant within a hotel with meeting/event spaces with a full kitchen,
- 2) its hours of operation will be opening no later than 07:00 A.M and closing by 02:00 A.M ALL DAYS Except: Ground Fl Space on Allen and Canal, 7am-Midnight, Sunday-Wednesday; 14th Fl Exterior 7am-Midnight Daily,
- 3) it will close all outdoor dining allowed under the temporary Open Restaurants program and any other outdoor uses by 10:00 P.M. all days and not have any speakers or TV monitors,
- 4) it will close any front or rear facade doors and windows at 10:00 P.M. every night or when amplified sound is playing, including but not limited to DJs, live music and live non-musical performances, or during unamplified live performances or televised sports
- 5) it will play live music, at background level, OR entertainment level, DJs, promoted events, scheduled performances or any event at which a cover fee will be charged,
- 6) it will not apply for any alteration in its method of operation or for any physical alterations without first appearing before Community Board 3,
- 7) it will not host pub crawls or party buses,
- 8) it will not have unlimited drink specials, including boozy brunches, with food,
- 9) it may have "happy hours" until 08:00 P.M. each night
- 10) it will ensure that there are no wait lines outside and will designate an employee for ensuring no loitering, noise or crowds outside,
- 11) it will conspicuously post this stipulation form beside its liquor license inside of its business, and
- 12) it will provide a telephone number for residents to call with complaints and immediately address any resident complaints
- 13) it will accept all stipulations approved October 26, 2018 (attached) and amend to include use of the 2nd floor space and 14th floor space by hotel guests, and if capacity allows public with reservations.

Please see the attached supplemental materials and contact the community board office with any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Andrea Gordillo". The signature is fluid and cursive, with the first name "Andrea" written in a larger, more prominent script than the last name "Gordillo".

Andrea Gordillo, Chair
Community Board 3

A handwritten signature in blue ink, appearing to read "Clint Smeltzer". The signature is fluid and cursive, with the first name "Clint" written in a larger, more prominent script than the last name "Smeltzer".

Clint Smeltzer, Chair
SLA & DCA Licensing Committee

CC: Martha M. Redo, Applicant's Representative



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Andrea Gordillo, Board Chair

Susan Stetzer, District Manager

Community Board 3 Liquor License Stipulations

I, Peter McGuire, as a qualified representative of Nine Orchard F&B Subtenant LLC, located at 9 Orchard Street, New York, NY 10002, New York, NY agree to the following stipulations:

1. My license type is: ☐ beer & cider ☐ wine, beer & cider ☒ liquor, wine, beer & cider
2. ☒ I will operate a full-service restaurant, specifically a (type of restaurant) Restaurant with event/meeting spaces restaurant, or
☐ I will operate a _____
☐ with a kitchen open and serving food during all hours of operation OR ☐ with less than a full-service kitchen but serving food during all hours of operation OR ☐ Other _____
3. My hours of operation will be 7am-2am Mon-Sun, Except: Ground Fl Space on Allen and Canal, 7am-Midnight, Sunday-Wednesday;
14th Fl Exterior 7am-Midnight Daily for private events, 7am - 10PM for hotel guests and the public by reservation
(I understand opening is "no later than" specified opening hour, and all patrons are to be cleared from business at specified closing hour.)
4. ☐ I will not use outdoor space for commercial use (including Open Restaurants) OR
☒ I will close all outdoor dining allowed under the temporary Open Restaurants program and any other outdoor uses by 10:00 P.M. all days and not have any speakers or TV monitors outdoors.
5. ☒ I will employ a doorman/security personnel: _____
6. ☐ I will install soundproofing, _____
7. ☒ I will close any front or rear façade doors and windows at 10:00 P.M. every night or when amplified sound is playing, including but not limited to DJs, live music and live nonmusical performances, or during unamplified live performances or televised sports.
☐ I will have a closed fixed façade with no open doors or windows except my entrance door will close by 10:00 P.M. or when amplified sound is playing, including but not limited to DJs, live music and live nonmusical performances, or during unamplified live performances or televised sports.
8. I will not have ☐ DJs, ☐ live music, ☐ third-party promoted events, ☐ any event at which a cover fee is charged, ☐ scheduled performances, ☐ more than _____ DJs per _____, ☐ more than _____ private parties per _____
9. ☐ I will play ambient recorded background music only.
10. ☒ I will not apply for an alteration to the method of operation or for any physical alterations of any nature without first coming before CB 3.
11. ☒ I will not seek a change in class to a full on-premises liquor license without first obtaining approval from CB 3.
12. ☒ I will not participate in pub crawls or have party buses come to my establishment.
13. ☒ I will not have unlimited drink specials, including boozy brunches, with food.
14. ☐ I will not have a happy hour or drink specials with or without time restrictions OR ☒ I will have happy hour and it will end by 08:00 P.M.
15. ☒ I will not have wait lines outside. ☒ I will have a staff person responsible for ensuring no loitering, noise or crowds outside.
16. ☒ I will conspicuously post this stipulation form beside my liquor license inside of my business.
17. ☒ Residents may contact the manager/owner at the number below. Any complaints will be addressed immediately. I will revisit the above-stated method of operation if necessary in order to minimize my establishment's impact on my neighbors.

★ Name: Peter McGuire Phone Number: 512-577-4926

18. ☒ I will: Accept all stipulations approved October 26, 2018 (attached), signed on November 8, 2018 and amend to include use of the 2nd floor space and 14th floor space by hotel guests, and if capacity allows public with reservations

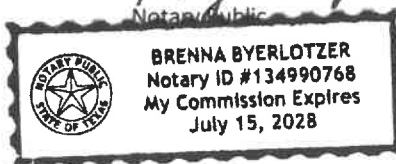
I hereby certify that the information provided above is truthful and accurate based upon my personal belief.

Signed

Sworn to this 23rd day of JUNE 2025

Dated

Notary Public





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Alysha Lewis-Coleman, Board Chair

Susan Stetzer, District Manager

October 26, 2018

Ms. Kerri J. O'Brien
Chief Executive Officer
New York State Liquor Authority
80 South Swan Street, Suite 900
Albany, New York 12210-8002

Re: Orchard Street Restaurant Management, LLC
9 Orchard Street
New York, NY 10002

Orchard Street Hotel Management LLC
9 Orchard Street
New York, NY 10002

Dear Ms. O'Brien,

At its October 2018 Full Board Meeting, Community Board 3 passed the following resolution:

TITLE: Community Board 3 resolution approving the hotel liquor license for Orchard Street Hotel Management LLC and Orchard Street Restaurant Management LLC, for 9 Orchard Street, subject to certain restrictions on use

WHEREAS, the applicant, Orchard Street Hotel Management LLC and Orchard Street Restaurant Management LLC, by its qualified representative or principal, is seeking to obtain a hotel liquor license for a sixteen (16) story hotel, located at 9 Orchard Street, bounded by Canal Street, Allen Street and Orchard Street, New York, New York; and

WHEREAS, said applicant will maintain the primary method of operation of said location for temporary lodging, with its primary entrance on Orchard Street, and will maintain the following ancillary public uses and private event spaces:

1) an interior first floor restaurant of one thousand one hundred forty-eight (1,148) square feet, with a capacity of eighty-seven (87) people, thirteen (13) tables and sixty-two (62) seats, a food counter with sixteen (16) stools, hours of operation of 7:00 A.M. to 2:00 A.M. all days, a kitchen open all hours serving a full menu, a closed façade, its own entrance on Canal Street between Orchard Street and Allen Street, recorded background music, no live music, DJs, promoted events, scheduled performances or events with cover fees, no bar, no pub crawls or party buses and happy hours to 8:00 P.M.;

2) an interior first floor lobby bar lounge of one thousand forty-six (1,046) square feet, with a capacity of seventy-one (71) people, eight (8) tables and thirty-two (32) seats comprised of tables chairs and lounge seating, hours of operation of 7:00 A.M. to 2:00 A.M. all days, a kitchen open all hours serving a limited menu, a closed façade, its own entrance on the corner of Orchard Street and Canal Street north of the hotel entrance, recorded background music, DJs and occasional small ensemble live music, no promoted events, scheduled performances or events with cover fees, a twenty-seven (27) foot bar with twelve (12) stools, no pub crawls or party buses and happy hours to 8:00 P.M.;

3) an additional interior first floor restaurant bar facing Allen Street of one thousand thirty-nine (1,039) square feet, with a capacity of one hundred four (104) people, ten (10) tables and thirty-seven (37) seats, hours of operation of 7:00 A.M. to 1:00 A.M. Sundays through Wednesdays and 7:00 A.M. to 2:00 A.M. Thursdays through Saturdays, a kitchen open all hours serving a full menu, a closed façade, its own entrance on the corner of Canal Street and Allen Street, recorded and live music and DJs at background levels, a fifty-two (52) foot bar with twenty-five (25) stools, no pub crawls or party buses and happy hours to 8:00 P.M.;

4) a sidewalk café of three hundred ten (310) square feet operating as an extension of the restaurant bar facing Allen Street, with twelve (12) tables and twenty-four (24) seats and hours of operation of 8:00 A.M. to 10:00 P.M. all days;

5) an interior sub-cellar cocktail bar lounge of one thousand eighty (1,080) square feet, with a capacity of seventy-two (72) people, nine (9) tables and twenty-eight (28) seats, hours of operation of 5:00 P.M. to 4:00 A.M. all days, no food service, its own entrance on Allen Street, recorded background music, no live music, DJs, promoted events, scheduled performances or events with cover fees, a service bar, no pub crawls or party buses and happy hours to 8:00 P.M.;

6) an interior second floor large meeting room and event space of one thousand six hundred sixty-five (1,665) square feet, with a capacity for one hundred eighty-six (186) people with up to ten (10) tables and one hundred (100) seats in moveable seating and bars, recorded music, DJs and occasional small ensemble live music at background and entertainment levels, no promoted events, scheduled performances or events with cover fees, food service from the cellar kitchen and a second floor food preparation area, hours of operation of 7:00 A.M. to 4:00 A.M. all days and its own entrance on Allen Street which will also be used for the sub-cellar bar; and

7) an interior second floor small meeting room and event space of five hundred ninety-eight (598) square feet, with a capacity for seventy-four (74) people with up to four (4) tables and forty (40) seats in moveable seating and bars, recorded music, DJs and occasional small ensemble live music at background and entertainment levels, no promoted events, scheduled performances or events with

cover fees, food service from the cellar kitchen and a second floor food preparation area, hours of operation of 7:00 A.M. to 4:00 A.M. all days and its own entrance on Allen Street which will also be used for the sub-cellar bar; and

8) an interior fourteenth floor event space of six hundred sixty-nine (669) square feet, with a capacity of fifty-five (55) people, four (4) tables and forty (40) seats, recorded and live music and DJs at background levels, no promoted events, scheduled performances or events with cover fees, a fifteen (15) foot bar with six (6) stools, food service from the cellar kitchen and a fourteenth floor food preparation area, hours of operation of 7:00 A.M. to 2:00 A.M. all days and its own entrance on Allen Street which will also be used for the second floor event spaces and sub-cellar bar; and

9) an exterior fourteenth floor terrace event space of one thousand nine hundred nine (1,909) square feet, with a capacity of one hundred ninety-eight (198) people, eleven (11) tables and one hundred ten (110) seats in moveable seating, recorded background music, no live music, DJs, promoted events, scheduled performances or events with cover fees, food service from the cellar kitchen and a fourteenth floor food preparation area, hours of operation of 7:00 A.M. to 12:00 A.M. all days and its own entrance on Allen Street which will also be used for the second floor event spaces and sub-cellar bar;

WHEREAS, the applicant has sought to renovate a long unused but landmarked building within this area of Community Board 3 and has renovated it consistent with its time period; and

WHEREAS, the applicant engaged in community outreach by sending out mailers to surrounding residents and associations, hosting public information sessions regarding its proposed business and meeting with block associations and the Seventh Precinct and furnished one hundred twenty-two (122) petition signatures in support of its application; and

WHEREAS, letters were submitted by two (2) area organizations and five (5) residents in support of this application and three (3) people appeared in support of this application, including a representative of the Seward Park around Canal East Block Association; and

WHEREAS, the applicant entered into an agreement with the Seward Park around Canal East Block Association regarding its method of operation; and

WHEREAS, notwithstanding that agreement, there are many residents, business owners and organizations concerned that the multiple public and event venues within the proposed hotel and overall addition of people and traffic from the hotel to this area consisting of mostly low rise mixed commercial and residential buildings and low income families, including large immigrant populations will significantly increase traffic during daytime and evening hours and late night pedestrian congestion and noise; and

WHEREAS, letters were submitted by three (3) block associations and nineteen (19) residents opposed to this application; and

WHEREAS, twenty-three (23) area residents and business owners and a representative of the Orchard Street Block Association appeared and petitions which included one hundred fifty-three (153)

residents of the immediate area were submitted in opposition to this application, citing 1) the late night hours for many of the venues and the concern that the venues will operate as clubs or lounges that will attract a huge number of people and a weekend transient crowd separate from the hotel lodgers, 2) that this is the first big development to an area full of low rise mixed residential and commercial buildings, low-income families and immigrants which will cause a significant increase in traffic, late night noise and attendant public safety and quality of life concerns and which will significantly impact the surrounding residents, 3) the lack of outreach by the applicant to the substantial Chinese residential population in this area, and 4) that the entrance on the corner of Allen Street and Canal Street for the restaurant bar of the hotel is less than two hundred (200) feet from the Cheng Chio Buddhist Temple located at 18 Allen Street a/k/a 61 Canal Street on the northeast corner of Canal Street and Allan Street; and

WHEREAS, the applicant addressed some of these concerns by reducing the hours of the Allen Street restaurant bar, agreeing to sound mitigation measures consistent the recommendations of a sound engineer and agreeing to closely monitor and control traffic and patrons around its building consistent with its traffic and security plans; and

WHEREAS, given the concerns raised by community stakeholders about the potential impact of this large scale development on this community and realizing that the applicant has attempted to modify its business plan to be more compatible with the surrounding area, Community Board 3 would approve this application with stipulations governing its method of operation; and

WHEREAS, provided that the SLA determines that this location is not within two hundred feet of a house of worship, to wit the Cheng Chio Buddhist Temple, located at 18 Allen Street a/k/a 61 Canal Street on the northeast corner of Canal Street and Allan Street; now

THEREFORE, BE IT RESOLVED that Community Board 3 moves to deny the application to obtain a hotel liquor license for Orchard Street Hotel Management LLC and Orchard Street Restaurant Management LLC, for a sixteen (16) story hotel, located at 9 Orchard Street, bounded by Canal Street, Allen Street and Orchard Street, New York, New York, unless the applicant agrees before the SLA to make as conditions of its license the following signed notarized stipulations, that

Generally, 1) the entrance to the hotel which is located on Orchard Street, south of Canal Street, will be its primary entrance; 2) all loading and unloading of lodgers to the hotel will be effected on Orchard Street at the Orchard Street entrance; 3) deliveries, service vehicles and garbage pick-ups will be on Allen Street, south of the restaurant bar, between 7:00 A.M. and 7:00 P.M., and garbage will be retained inside the hotel until pick-up; 4) it will coordinate its garbage pickups with other businesses to minimize the impact of additional trucks to the area; 5) it will have staging for and deconstruction of events for the events spaces on Allen Street between the hours of 7:00 A.M. and 7:00 P.M., regardless of time of event, and equipment for the staging of events will be directly moved into a freight elevator located on Allen Street adjacent to the entrance for the event spaces and sub-cellar bar lounge to prevent equipment form remaining on the sidewalk; 6) it will not have "happy hours" or televisions in any of its public or event spaces unless specifically stipulated to; 7) it will play ambient background music, consisting of recorded music only, on the ground floor and may have background and entertainment level music, consisting of recorded music, DJs and live music, in public or event areas where it is specifically stipulated to; 8) it will not host pub crawls or party buses; 9) it will not have

unlimited drink specials with food in any of the areas where food is served; 10) it will insure that soundproofing or sound baffling measures are installed in its publicly accessed spaces, consistent with the recommendations of a sound engineer; 11) consistent with the proposed security plan, security guards will be monitoring the hotel during all hours of operation and there will be security guards specifically designated to oversee the Allen Street entrance to the events spaces and sub-cellar cocktail bar lounge; 12) it will have staff people outside its business when needed to insure that there are no wait lines, loitering, crowds or noise outside, will check in guests in an interior corridor off of the Allen Street entrance for the event spaces and sub-cellar bar lounge to prevent queuing of patrons on Allen Street and will have staff people outside at all times to direct vehicular and pedestrian traffic and to prevent queuing and idling vehicles; 13) exterior lights will be at low levels and directed down or away from neighboring windows or against the façade of the building; 14) it will not apply for any alteration in its method of operation or for any physical alterations without first appearing before Community Board 3; 15) it will provide a telephone number for residents to call with complaints and will immediately respond to any resident complaints; and 16) it will host quarterly meetings within its first year of operation to address community concerns or complaints; and

Specifically,

With respect to the sub-cellar cocktail bar lounge, 17) it will operate as a bar and lounge with no food service and service of alcohol will be from a service bar located within the cocktail bar lounge; 18) its hours of operation will be 5:00 P.M. to 2:00 A.M. all days; 19) it will play ambient background music only, consisting of recorded music, and will not have live music, DJs, promoted events, scheduled performances or any event at which a cover fee will be charged; 20) it will not have "happy hours;" 21) it will not host pub crawls or party buses; 22) it will not have unlimited drink specials with food; 23) its entrance will be located on Allen Street south of the restaurant bar facing Allen Street and will be shared with the events spaces; 24) it will not have wait lines and it will designate an employee responsible to oversee patrons on the sidewalk and ensure no crowds or noise outside; and

With respect to the ground floor restaurant bar facing Allen Street and Canal Street, 25) it will operate as a full-service American restaurant, with a full menu served from the first floor kitchen during all hours of operation; 26) its hours of operation will be 7:00 A.M. to 12:00 A.M. Sundays through Wednesdays, and 7:00 A.M. to 2:00 A.M. Thursdays through Saturdays; 27) it will play ambient background music only, consisting of recorded music, and will not have live music, DJs, promoted events, scheduled performances or any event at which a cover fee will be charged; 28) it will close any front or rear façade doors and windows at 10:00 P.M. every night or when amplified sound is playing, including but not limited to DJs, live music and live nonmusical performances; 29) it will have no more than two (2) televisions; 30) it may have "happy hours" to 8:00 P.M. each night; 31) it will not host pub crawls or party buses; 32) it will not have unlimited drink specials with food; 33) its entrance will be located on the corner of Allen Street and Canal Street; 34) it will not have wait lines outside and it will designate an employee responsible to oversee patrons on the sidewalk and ensure no crowds or noise outside; and

With respect to the ground floor outdoor seating on Allen Street, 35) provided that a sidewalk café permit is obtained to operate this area, it will be operated as an amenity to and extension of the ground floor restaurant and bar facing Allen Street; 36) there will be no more than twelve (12) tables and

twenty-four (24) seats in one row of two-top tables against the façade of the restaurant bar; 37) there will be no music at any time; 38) its hours of operation will be 8:00 A.M. to 10:00 P.M. all days; and

With respect to the ground floor restaurant facing Canal Street, 39) it will operate as a full-service American restaurant, with a kitchen open and serving a full menu during all hours of operation; 40) its hours of operation will be 7:00 A.M. to 2:00 A.M. all days; 41) it will play ambient background music only, consisting of recorded music, and will not have live music, DJs, promoted events, scheduled performances or any event at which a cover fee will be charged; 42) it will close any façade entrance doors at 10:00 P.M. every night or when amplified sound is playing and will otherwise have a closed fixed facade with no open doors or windows; 43) it will not have a bar; 44) it will not have "happy hours;" 45) it will not host pub crawls or party buses; 46) it will not have unlimited drink specials with food; 47) its entrance will be located on Canal Street; 48) it will not have wait lines outside and it will designate an employee responsible to oversee patrons on the sidewalk and ensure no crowds or noise outside; and

With respect to the ground floor lobby lounge, 49) it will operate as a lounge appended to the lobby with food service from a limited menu served from the first floor kitchen during all hours of operation; 50) its hours of operation will be 7:00 A.M. to 2:00 A.M. all days; 51) it may have recorded music, DJs and small ensemble live music, consisting of no more than three (3) or four (4) instruments or performers, at background levels, but will not have promoted events, scheduled performances or any event at which a cover fee will be charged; 52) it will have a preset limiter for this area controlled by hotel staff and set at an initial maximum of eighty-five (85) dBC (decibels relative to the carrier) per the recommendations of a sound engineer, with adjustment by hotel staff if there are complaints about noise or bass; 53) it will close any façade entrance doors at 10:00 P.M. every night or when amplified sound is playing and will otherwise have a closed fixed facade with no open doors or windows; 54) it will not have "happy hours;" 55) it will not host pub crawls or party buses; 56) it will not have unlimited drink specials with food; 57) its entrance will be located on the corner of Orchard Street and Canal Street north of the hotel entrance; 58) it will not have wait lines outside and it will designate an employee responsible to oversee patrons on the sidewalk and ensure no crowds or noise outside; and

With respect to the second floor event spaces, 59) they will operate as private event spaces for pre-arranged meetings or events and will not be otherwise used by hotel guests or the public; 60) their hours of operation will be 7:00 A.M. to 2:00 A.M. all days; 61) it will have moveable seating of up to ten (10) tables and one hundred (100) seats in the large event space and four (4) tables and forty (40) seats in the small event space and will have no fixed standup bar but may have mobile bars depending upon the events and food service during events will be from a cellar kitchen; 62) it may have recorded music, DJs, televisions, monitors and small ensemble live music, consisting of no more than four (4) instruments or performers, at background and entertainment levels, but will not have promoted events, scheduled performances or any event at which a cover fee will be charged other than ticketed or advance sales for nonprofit events; 63) it will insure that these areas are soundproofed consistent with the recommendations of a sound engineer to prevent sound from travelling outside and to other floors; 64) it will close any front or rear façade doors and windows at 10:00 P.M. every night or when amplified sound is playing, including but not limited to DJs, live music and live nonmusical performances; 65) it will have a preset limiter for these areas controlled by hotel staff and set at an initial maximum of one hundred (100) dBC (decibels relative to the carrier) per the recommendations of a sound engineer, with adjustment by hotel staff if there are complaints about noise or bass; 66) it

will not host pub crawls or party buses; 67) the entrance to these areas will be located on Allen Street south of the restaurant bar facing Allen Street and will be shared with the other events spaces and the sub-cellar cocktail bar lounge; 68) it will not have wait lines outside and it will have security guards stationed at the entrance on Allen Street during all events to ensure no crowds or noise outside; 69) it will not have ropes, stanchions or other method for queuing patrons for events outside; 70) security guards or staff will be responsible for monitoring traffic to prevent vehicles from idling or queuing during events; 71) it will notify the 7th Precinct of events and will coordinate events with the 7th Precinct, specifically during simultaneous events; and

With respect to the fourteenth floor interior event space, 72) it will operate as a private event space for pre-arranged meetings or events and will not be otherwise used by hotel guests or the public; 73) its hours of operation will be 7:00 A.M. to 2:00 A.M. all days; 74) it will have moveable seating of up to four (4) tables and forty (40) seats and food service during events will be from a cellar kitchen; 75) it may have recorded music, televisions, monitors, DJs and small ensemble live music, consisting of no more than four (4) instruments or performers, at background levels, but will not have promoted events, scheduled performances or any event at which a cover fee will be charged other than ticketed or advance sales for nonprofit events; 76) it will insure that this area is soundproofed consistent with the recommendations of a sound engineer to prevent sound from travelling outside; 77) it will close any front or rear façade doors and windows at 12:00 A.M. every night; 78) it will have a preset limiter for this area controlled by hotel staff and set at an initial maximum of eighty-two (82) dBc (decibels relative to the carrier) per the recommendations of a sound engineer, with adjustment by hotel staff if there are complaints about noise or bass; 79) it will not host pub crawls or party buses; 80) the entrance to this area will be located on Allen Street south of the restaurant bar facing Allen Street and will be shared with the other events spaces and the sub-cellar cocktail bar lounge; 81) it will not have wait lines outside and it will have security guards stationed at the entrance on Allen Street during all events to ensure no crowds or noise outside; 82) it will not have ropes, stanchions or other method for queuing patrons for events outside; 83) security guards or staff will be responsible for monitoring traffic to prevent vehicles from idling or queuing during events; 84) it will notify the 7th Precinct of events and will coordinate events with the 7th Precinct, specifically during simultaneous events; and

With respect to the fourteenth floor exterior terrace event space, 85) it will operate as a private event space for pre-arranged meetings or events and will not be otherwise used by hotel guests or the public; 86) its hours of operation will be 7:00 A.M. to 12:00 A.M. all days; 87) it will have moveable seating of up to eleven (11) tables and one hundred ten (110) seats and will have no fixed standup bar but may have mobile bars depending upon the events and food service during events will be from a cellar kitchen; 88) it may have background music, whether recorded or transmitted from the interior fourteenth floor event space, but will not have promoted events, scheduled performances or any event at which a cover fee will be charged other than ticketed or advance sales for nonprofit events; 89) it will insure that this area is soundproofed consistent with the recommendations of a sound engineer, which includes placing small exterior speakers below the level of the parapet walls, no subwoofers being used in this exterior space and installing sound absorbing panels on fixed walls where possible; 90) in addition to the other recommendations of the sound engineer, it will have a preset limiter for this area controlled by hotel staff and set at an initial maximum of eighty-two (82) dBc (decibels relative to the carrier) per the recommendations of a sound engineer, with adjustment by hotel staff if there are complaints about noise or bass; 91) regardless of event, lighting for this area will be ambient or will face into this area or toward the façade of the building, other than the ambient lighting directed

at the spire located in this area, to prevent lights from shining into residential windows; 92) it will not host pub crawls or party buses; 93) the entrance to this area will be located on Allen Street south of the restaurant bar facing Allen Street and will be shared with the other events spaces and the sub-cellar cocktail bar lounge; 94) it will not have wait lines outside and it will have security guards stationed at the entrance on Allen Street during all events to ensure no crowds or noise outside; 95) it will not have ropes, stanchions or other method for queuing patrons for events outside; 96) security guards or staff will be responsible for monitoring traffic to prevent vehicles from idling or queuing during events; and 97) it will notify the 7th Precinct of events and will coordinate events with the 7th Precinct, specifically during simultaneous events.

Please see the attached supplemental materials and contact the community board office with any questions.

Sincerely,



Alysha Lewis-Coleman, Chair
Community Board 3



Alexandra Militano, Chair
SLA & DCA Licensing Committee

cc: Benjamin Savitsky, Bernstein Redo, P.C. – Applicant's Representative



THE CITY OF NEW YORK MANHATTAN COMMUNITY BOARD NO. 3

59 East 4th Street - New York, NY 10003

Phone: (212) 533-5300 - Fax: (212) 533-3659

www.cb3manhattan.org - info@cb3manhattan.org

Alysha Lewis-Coleman, Board Chair

Susan Stetzer, District Manager

Community Board 3 Liquor License Stipulations

I, STEVEN CARTER, as a qualified representative of Orchard Street Hotel Management LLC and
I, NEAL PESKIND, as a qualified representative of Orchard Street Restaurant Management
LLC, located at 9 Orchard Street, New York, New York, agree to the following stipulations:

- ☐ The entrance to the hotel which is located on Orchard Street, south of Canal Street, will be its primary entrance and all loading and unloading of lodgers to the hotel will be effected on Orchard Street at the Orchard Street entrance.
- ☐ Deliveries, service vehicles and garbage pick-ups will be on Allen Street, south of the restaurant bar, between 7:00 A.M. and 7:00 P.M. and garbage will be retained inside of the hotel until pick-up.
- ☐ The hotel will coordinate its garbage pickups with other businesses to minimize the impact of additional trucks to the area.
- ☐ The hotel will operate a sub-cellar cocktail bar lounge with food service from a cellar kitchen and the service of alcohol from a service bar located within the cocktail bar lounge, hours of operation of 5:00 P.M. to 2:00 A.M. all days, ambient background music only, consisting of recorded music, and no live music, DJs, promoted events, scheduled performances or any event at which a cover fee will be charged, no "happy hours," no hosting of pub crawls or party buses, no unlimited drink specials with food, its entrance located on Allen Street south of the restaurant bar facing Allen Street and shared with the events spaces, no wait lines and an employee responsible to oversee patrons on the sidewalk and ensure no crowds or noise outside.
- ☐ The hotel will operate a full-service American restaurant bar on the ground floor facing Allen Street and Canal Street, with a full menu served from the first floor kitchen during all hours of operation, hours of operation of 7:00 A.M. to 12:00 A.M. Sundays through Wednesdays and 7:00 A.M. to 2:00 A.M. Thursdays through Saturdays, ambient background music only, consisting of recorded music, and no live music, DJs, promoted events, scheduled performances or any event at which a cover fee will be charged, any front or rear façade doors and windows closing at 10:00 P.M. every night or when amplified sound is playing, including but not limited to DJs, live music and live nonmusical performances, no more than two (2) televisions, "happy hours" to 8:00 P.M. each night, no hosting of pub crawls or party buses, no unlimited drink specials with food, its entrance located on the corner of Allen Street and Canal Street, no wait lines outside and an employee responsible for overseeing patrons on the sidewalk and ensure no crowds or noise outside.
- ☐ Provided that a sidewalk café permit is obtained to operate this area, the hotel will operate a sidewalk cafe on Allen Street as an amenity to and extension of the ground floor restaurant and bar facing Allen Street with no more than twelve (12) tables and twenty-four (24) seats in one row of two-top tables against the façade of the restaurant bar, no music at any time and hours of operation of 8:00 A.M. to 10:00 P.M. all days.
- ☐ The hotel will operate a full-service American restaurant on the ground floor facing Canal Street, with a kitchen open and serving a full menu during all hours of operation, hours of operation of 7:00 A.M. to 2:00 A.M. all days, ambient background music only, consisting of recorded music, and no live music, DJs, promoted events, scheduled performances or any event at which a cover fee will be charged, any façade entrance doors closing at 10:00 P.M. every night or when amplified sound is playing and otherwise having a closed fixed facade with no open doors or windows, no bar, no "happy hours," no hosting of pub crawls or party buses, no unlimited drink specials with food, its entrance located on Canal Street, no wait lines outside and an employee responsible for overseeing patrons on the sidewalk and ensure no crowds or noise outside.

□ The hotel will operate a ground floor lobby lounge appended to the lobby with food service from a limited menu served from the first floor kitchen during all hours of operation, hours of operation of 7:00 A.M. to 2:00 A.M. all days, recorded music, DJs and small ensemble live music, consisting of no more than three (3) or four (4) instruments or performers, at background levels but no promoted events, scheduled performances or any event at which a cover fee will be charged, a preset limiter for this area controlled by hotel staff and set at an initial maximum of eighty-five (85) dBC per the recommendations of a sound engineer with adjustment by hotel staff if there are complaints about noise or bass, any façade entrance doors closing at 10:00 P.M. every night or when amplified sound is playing and otherwise having a closed fixed facade with no open doors or windows, no "happy hours," no hosting of pub crawls or party buses, no unlimited drink specials with food, its entrance located on the corner of Orchard Street and Canal Street north of the hotel entrance, no wait lines outside and an employee responsible for overseeing patrons on the sidewalk and ensure no crowds or noise outside.

□ The hotel will operate the second floor meeting and events rooms as private event spaces for pre-arranged meetings or events and will not otherwise use them for hotel guests or the public, with hours of operation of 7:00 A.M. to 2:00 A.M. all days, moveable seating of up to ten (10) tables and one hundred (100) seats in the large event space and four (4) tables and forty (40) seats in the small event space and no fixed standup bar but mobile bars depending upon the events, food service during events from the cellar kitchen, recorded music, DJs, televisions, monitors and small ensemble live music, consisting of no more than four (4) instruments or performers, at background and entertainment levels but no promoted events, scheduled performances or any event at which a cover fee will be charged other than ticketed or advance sales for nonprofit events, soundproofing in these areas consistent with the recommendations of a sound engineer to prevent sound from travelling outside and to other floors, any front or rear façade doors and windows closing at 10:00 P.M. every night or when amplified sound is playing, including but not limited to DJs, live music and live nonmusical performances, a preset limiter for these areas controlled by hotel staff and set at an initial maximum of one hundred (100) dBC per the recommendations of a sound engineer with adjustment by hotel staff if there are complaints about noise or bass, no hosting of pub crawls or party buses, the entrance to these areas located on Allen Street south of the restaurant bar facing Allen Street and shared with the other events spaces and the sub-cellar cocktail bar lounge, no wait lines outside and security guards stationed at the entrance on Allen Street during all events to ensure no crowds or noise outside, no ropes, stanchions or other method for queuing patrons for events outside, security guards or staff responsible for monitoring traffic to prevent vehicles from idling or queuing during events, and the hotel will notify the 7th Precinct of events and will coordinate events with the 7th Precinct, specifically during simultaneous events.

□ The hotel will operate the fourteenth floor interior meeting and events room as a private event space for pre-arranged meetings or events and will not otherwise use it for hotel guests or the public, with hours of operation of 7:00 A.M. to 2:00 A.M. all days, moveable seating of up to ten four (4) tables and forty (40) seats, food service during events will be from the cellar kitchen recorded music, DJs, televisions, monitors and small ensemble live music, consisting of no more than four (4) instruments or performers, at background levels but no promoted events, scheduled performances or any event at which a cover fee will be charged other than ticketed or advance sales for nonprofit events, soundproofing in this area consistent with the recommendations of a sound engineer to prevent sound from travelling outside, any front or rear façade doors and windows closing at 12:00 A.M. every night, a preset limiter for these areas controlled by hotel staff and set at an initial maximum of eighty-two (82) dBC per the recommendations of a sound engineer with adjustment by hotel staff if there are complaints about noise or bass, no hosting of pub crawls or party buses, the entrance to these areas located on Allen Street south of the restaurant bar facing Allen Street and shared with the other events spaces and the sub-cellar cocktail bar lounge, no wait lines outside and security guards stationed at the entrance on Allen Street during all events to ensure no crowds or noise outside, no ropes, stanchions or other method for queuing patrons for events outside, security guards or staff responsible for monitoring traffic to prevent vehicles from idling or queuing during events, and the hotel will notify the 7th Precinct of events and will coordinate events with the 7th Precinct, specifically during simultaneous events.

□ The hotel will operate the fourteenth floor exterior terrace event space as a private event space for pre-arranged meetings or events and will not be otherwise use it for hotel guests or the public, with hours of operation of 7:00 A.M. to 12:00 A.M. all days, moveable seating of up to eleven (11) tables and one hundred ten (110) seats and no fixed standup bar but mobile bars depending upon the events, food service during events from the cellar kitchen, background music, whether recorded or transmitted from the interior fourteenth floor event space, but no promoted events, scheduled performances or any event at which a cover fee will be charged other than ticketed or advance sales for nonprofit events, soundproofing in this area consistent with the recommendations of a sound engineer, which include placing small exterior speakers below the level of the parapet walls, no subwoofers being used in this exterior space and installing sound absorbing panels on fixed walls where possible, a preset limiter for this area controlled by hotel staff and set at an initial maximum of eighty-two (82) dBC per the recommendations of a sound engineer with adjustment by hotel staff if there are complaints about noise or bass, ambient lighting for this area regardless of type of event or lighting facing down and into this area or toward the façade of the building, other than the ambient lighting directed at the spire located in this area, to prevent lighting from shining into residential windows, no hosting of pub crawls or party buses, the entrance to these areas located on Allen Street south of the restaurant bar facing Allen Street and shared with the other events spaces and the sub-cellar cocktail bar lounge, no wait lines outside and security guards stationed at the entrance on Allen Street during all events to ensure no crowds or noise outside, no ropes, stanchions or other method for queuing patrons for events outside, security guards or staff responsible for

monitoring traffic to prevent vehicles from idling or queuing during events, and the hotel will notify the 7th Precinct of events and will coordinate events with the 7th Precinct, specifically during simultaneous events.

☐ Staging for and deconstruction of events for the events spaces will occur on Allen Street between the hours of 7:00 A.M. and 7:00 P.M., regardless of time of event, and equipment for the staging of events will be directly moved into a freight elevator located on Allen Street adjacent to the entrance for the event spaces and sub-cellar bar lounge to prevent equipment from remaining on the sidewalk.

☐ The hotel will play ambient background music, consisting of recorded music only, on the ground floor and may have background and entertainment level music, consisting of recorded music, DJs and live music, in public or event areas where it is specifically stipulated.

☐ The hotel will not have promoted events, scheduled performances or any event at which a cover fee is charged unless specifically stipulated for public or event areas.

☐ Consistent with the proposed security plan, security guards will be monitoring the hotel during all hours of operation and there will be security guards specifically designated to oversee the Allen Street entrance to the events spaces and sub-cellar cocktail bar lounge.

☐ The hotel will not have "happy hours" or televisions in any of its public or event spaces unless specifically stipulated.

☐ The hotel will not participate in pub crawls or have party buses come to the hotel.

☐ The hotel will not have unlimited drink specials with food in any of the areas where food is served.

☐ The hotel will insure that soundproofing or sound baffling measures are installed in its publicly accessed spaces, consistent with the recommendations of a sound engineer.

☐ The hotel will have staff people outside its business when needed to ensure that there are no wait lines, loitering, crowds or noise outside and will check in guests to the event spaces and sub-cellar cocktail bar lounge in an interior corridor off of the Allen Street entrance for those venues to prevent queuing of patrons on Allen Street.

☐ The hotel will have staff people outside when necessary to direct vehicular and pedestrian traffic in order to prevent queuing and idling vehicles.

☐ Any exterior lights will be at low levels and directed down or away from neighboring windows or against the façade of the building.

☐ The hotel will not apply for an alteration to the method of operation agreed to by this stipulation or for any physical alterations without first appearing before CB #3.

☐ The hotel it will host quarterly meetings within its first year of operation to address community concerns or complaints.

☐ Residents may contact the manager/owner at the following phone number. Any complaints will be addressed immediately and the hotel will revisit the above-stated method of operation if necessary in order to minimize the establishment's impact on neighbors.

Name: Steven Carter Phone Number: (917) 740-8076

I hereby certify that the information provided above is truthful and accurate based upon my personal knowledge.

[Signature]
On behalf of Orchard Street Hotel Management, LLC

11/8/18
Dated

[Signature]
On behalf of Orchard Street Restaurant Management, LLC

11-8-18
Dated

STATE OF NEW YORK
COUNTY OF New York

Signed and sworn before me on this 8th day of November, 2018, by STEVEN CARTER, as a qualified representative of Orchard Street Hotel Management, LLC

[Signature]
Notary Signature

March 14 2020
Commission Expiration

ADAM JOSEPH FALCHECK
Notary Public, State of New York
Registration #02FA6338548
Qualified In New York County
Commission Expires March 14, 2020

STATE OF COLORADO
COUNTY OF DENVER

Signed and sworn before me on this 8th day of November, 2018, by NEAL PESKIND, as a qualified representative of Orchard Street Restaurant Management, LLC

[Signature]
Notary Signature

Commission Expiration

PHYLLIS B. ANDERSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144008615
MY COMMISSION EXPIRES 02/24/2022