

Tobi Bergman, *Chair*
Terri Cude, *First Vice Chair*
Susan Kent, *Second Vice Chair*
Bob Gormley, *District Manager*



Antony Wong, *Treasurer*
Keen Berger, *Secretary*
Susan Wittenberg, *Assistant Secretary*

COMMUNITY BOARD No. 2, MANHATTAN

3 WASHINGTON SQUARE VILLAGE
NEW YORK, NY 10012-1899
www.cb2manhattan.org

P: 212-979-2272 F: 212-254-5102 E: info@cb2manhattan.org

Greenwich Village ∨ Little Italy ∨ SoHo ∨ NoHo ∨ Hudson Square ∨ Chinatown ∨ Gansevoort Market

I, _____, as a qualified representative of **An entity to be formed by The Sheetz Group and Ken Friedman**, located at **45 Bond St. 10012** hereby agree to request that all of the restrictions listed herein be made a condition of any license or the renewal of any license issued by the New York State Liquor Authority (SLA) to Licensee in connection with the current application to the maximum extent allowed by the SLA and that the following stipulations be incorporated into the Restaurant On Premise Liquor Licensee as follows:

1. The premises will be advertised and operated as a “modern upscale restaurant serving farm-to-table fare with an emphasis on seasonal, indigenous ingredients and the ‘whole beast’” and will operate at all times as a full service restaurant.
2. The hours of operation will be Sunday to Wednesday from 8am to 1am and Thursday to Saturday from 8am to 2am. All patrons will be cleared and no patrons will remain after stated closing times.
3. The premises will not operate as a “lounge”, tavern or sports bar or allow any portion of the premises to be operated in such a manner.
4. The premises will not have televisions.
5. The premises will not permit dancing.
6. The premises will not operate a backyard garden or any outdoor area for commercial purposes (not including a licensed sidewalk café).
7. There is no sidewalk café included with this application. Any future application for a sidewalk café will not be presented prior to the 2016 sidewalk café season and no guarantees are set forth as to approval of any sidewalk café application by CB2, Manhattan or the recommendation of approval of alcohol service within any future sidewalk café.
8. The premises will play quiet ambient recorded background music only. No music will be audible in any adjacent residences at anytime.
9. The premises will not have DJ’s, live music, promoted events, any event where a cover fee is charged or any scheduled performances.
10. The premises will close all doors and windows at 9pm every night and anytime there is amplified music.
11. Alcohol service will not begin before noon Sunday to Friday. Alcohol service will no begin before 10am on Saturdays.
12. There will never be more than 105 patrons (staff additional) in the premises at any time. This number of patrons, “guests”, is not to be substituted by DOB capacity, which may be greater than the above stated and agreed configuration capacity of the restaurant.
13. The establishment’s personnel will manage patron street activity (entering, leaving, congregating or smoking) on the sidewalk immediately in front, and to additionally keep that portion of the sidewalk clean during all hours of operation.
14. The establishment will actively engage in all efforts to keep the sidewalk immediately in front of the premises and gutters free of debris and waste at all times, including the provision of containers in

which to store garbage until third-party pick up and that all effort will be made to avoid garbage pick-ups between the hours of 2 AM and 7 AM, seven days a week.

15. Licensee will abide by all the regulations of the Department of Buildings and the Landmark Preservation Commission in the operation of their business at this address, including, but not limited to the Certificate of Occupancy, the Public Assembly Permit and exterior signage, modifications and design.
16. Licensee will assign at least one person (“Community Liaison”) who will be available to speak with local residents during normal weekday business hours concerning any matter related to compliance with the terms of these stipulations. In addition, during non-business hours, the Manager on Duty will serve in this capacity with full authority to enforce the terms of these stipulations in the event emergency contact is required.
17. Licensee agrees to design and operate the venue so as to comply with all NYC Noise Code standards. Should reasonable complaints be made to the Licensee and should any measures taken by Licensee to answer such complaints not be sufficient to abate such sound, the Licensee agrees to, at their own expense, conduct sound testing to assure that any amplified, non-amplified sound or HVAC system sound is not present or audible outside or inside the contiguous residences beyond NYC noise control code levels.
18. Licensee agrees to maintain its mechanical systems to provide industry standard venting and equipment that will minimize and/or prevent kitchen-related venting sound and odors.
19. Licensee agrees that any change in the method of operation, contrary to the terms and restrictions in these stipulations and in the materials submitted to CB2, Manhattan at the time of the initial application, will be submitted and reviewed for recommendation and approval through CB#2 Manhattan. This also includes the addition of any future sidewalk café, which is not included in this application.
20. Licensee will maintain a reservation system for patrons at all times. Any walk in guests who are unable to be accommodated or guests for whom tables are not yet ready and who are unable to be hosted within the restaurant will not be permitted to queue or loiter in front of the establishment, but will instead be contacted by cell phone or other electronic means by the Licensee when their seating is available. At times, patrons may be encouraged to visit other establishments in the neighborhood until such time their table is ready. All conversations regarding seating and accommodation of guests with Restaurant staff will occur inside the restaurant. At all times, the licensee will use best practices to mitigate any quality of life issues, excess noise or traffic issues in managing their patrons as they come and go.

Name: _____ Phone Number: _____

Signed

Dated

Sworn to this _____ day of _____ 2015 _____

Notary Public

Community Board #2, Manhattan and the above referenced Licensee request that the SLA incorporate the stipulations above in to the liquor license for An entity to be formed by The Sheetz Group and Ken Friedman