



## COMMUNITY BOARD NO. 2, MANHATTAN

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

December 22, 2025

Director  
Licensing Issuance Division  
NY State Liquor Authority 163 W. 125th Street  
New York, New York 10027

Dear Sir/Madam:

At its Full Board meeting on December 18, 2025, Community Board #2, Manhattan (CB2, Man.) adopted the following resolution:

### **Soho Grand Hotel Inc dba Soho Grand Hotel 310 W Broadway 10013 (OP–Hotel Restaurant Bar “Gilligans”) (Change in Method of Operation)**

- i. Whereas**, the Applicant, a 16 story Hotel (circa 1996), its VP and General Manager and its Attorney appeared before Community Board 2, Manhattan’s (CB2M) SLA Licensing Committee #1 to present an application seeking to add background music to an adjacent 5,479 sq. ft. exterior side yard bar called “Gilligans,” the Hotel being located on West Broadway between Canal and Grand Streets in the Special SoHo-NoHo Mixed Use District (Block #227/Lot #28), the exterior yard located on the adjacent south side of the Hotel but also extending from West Broadway to Thompson Street and all the way to Canal via three adjacent vacant lots purchased by the Hotel to sidestep zoning regulations and to permit its significant outsized scale, bulk and height within this immediate area surrounding this Hotel in Soho; and
- ii. Whereas**, when CB2M originally recommended to approve the Hotel’s existing license in May/1996, there was no application to serve alcohol to any exterior spaces or the above-referenced side yard, the application being for the interior premises of the Hotel only, and the resolution recommending approval did so on the pretext that “there is every indication that it will be a benefit to this community to have liquor available to the hotel’s guests on site, so that they need not go out[side] at night and add to problems caused by the over-proliferation of bars and restaurants in the immediate area of the hotel”; and
- iii. Whereas**, the Hotel has for years been licensed and provided the privilege of serving alcohol to its guests on this existing pretext within the interior premises on various floors until 4 AM, with DJs, promoted events, private parties and with live entertainment music therein, that license never including the service of alcohol to any outdoor areas ancillary to the interior premises; and
- iv. Whereas**, despite not being granted any permit to operate an eating and drinking establishment in the exterior side yard, and despite not having been issued an alteration On-Premises liquor license from the NYS Liquor Authority to serve alcohol to patrons in the exterior side yard, the Hotel nonetheless, and for many years, improperly and illegally operated and advertised the entire 5,479 sq. ft. adjacent

outdoor side yard area as a full service bar known as “Gilligans,” and before that operated another bar known as “The Yard” with one stand up bar and additional service bars, with entertainment level music, DJs and large late night parties causing noise and negatively impacting the area and its adjacent residential neighbors for many years; and

- v. **Whereas**, the Hotel previously appeared before CB2M on two separate occasions in April/2014 and then again in May/2014 with an application seeking to rectify their illegal and unlicensed operations, albeit retroactively, and to serve alcohol in the exterior south side yard/lot space adjacent to the Hotel, but the Hotel was never able to produce any documentation or demonstrate, in any coherent manner, that its proposed use of the outdoor side yard was legal and permitted for eating and drinking, the Hotel’s Special Permit originally issued to the Hotel in 1997 limiting retail eating and drinking to within the building on the second floor and did not extend to the exterior portions of the Hotel premises; and
- vi. **Whereas**, in light of the prior history of unlicensed and illegal service of alcohol in the outdoor yard area known as “Gilligans,” because the Hotel was unable to produce any permits to use the side yard for eating and drinking, and because neighbors with bedroom windows adjoining the yard appeared in opposition to the continued use of the side yard as a bar, citing years of abuse and distrust of the Hotel’s management team who refused to heed their requests to control the late night noise coming from the Hotel’s operations, CB2 unanimously recommended denial of the alteration application in 2014; and
- vii. **Whereas**, the Hotel filed an “alteration 1” application to the NYC Dept. of Buildings, the type 1 alteration being an application to change the use, occupancy or egress of the premises, in February/2014 to “convert existing accessory open space of Hotel to accessory eating and drinking area”, but that application was thereafter disapproved by the NYC Dept. of Buildings in January/2015 (NYC BIS Job No. 121912396); and
- viii. **Whereas**, residents living in the buildings directly adjacent to the exterior yard on the southeastern side of the Hotel have consistently appeared in regard to the Hotel’s outdoor operations and use of the side yard, citing a past marred for many years by music, large crowds, DJs when all the time they were unaware that the Hotel’s prior use and operation of the exterior side yard was unlicensed and without permits despite their countless complaints directly to the Hotel’s management, the Hotel’s management also failed to prohibit use by patrons to smoke, congregate and drink on an exterior covered landing until 2 AM approximately 10 feet from residents bedroom windows; and
- ix. **Whereas**, the Hotel’s CB2 questionnaire and the statements/admissions from the Manager of the hotel to the CB2 SLA Committee in 2014 conceded that the Hotel had been operating, albeit unlicensed and without a special permit or certificate of occupancy for this purpose and use, the exterior side yard as a full service bar late into the night from 6 PM to 12 AM Sunday through Wednesday and from 6 PM to 2 AM Thursday through Saturday, and where there was live DJ entertainment and amplified music, promoted events, scheduled performances, private parties, events where a cover fee was charged and outside promoters that were used; and
- x. **Whereas**, in response to these resident concerns and realizing the import of utilizing the exterior side yard, the Hotel appeared yet again before CB2 in [May/2015](#) seeking a compromise and to execute a stipulation agreement with CB2 that was acceptable and the only manner in which it could establish a potential public interest for the service of alcohol in the side yard, the side yard outdoor space to the Hotel never having been previously licensed for the service of alcohol and thus subject to the 500 ft. rule requiring a public interest be established as to the Hotel’s use and occupancy of the exterior side yard; and
- xi. **Whereas**, to reach that compromise the Hotel and its counsel agreed upon certain stipulations which were as follows (*bold/cap emphasis added*):

1. The Hotel will not permit staff or patrons to enter or exit the exterior doors located in the Club Room leading to a covered second floor landing and covered staircase on the south side of the Hotel except for emergency egress and will not permit patrons on the exterior landing itself.
2. The Hotel presented an amended diagram (Exhibit "A") for the use of the side yard that designated the location of all tables, one service station and one stand-up only bar, the stand-up bar being located on the far western side of the yard to ameliorate noise impacts on neighbors located on the eastern side of the yard, there would be 19 tables with 4 seats, an additional 9 tables with 2 seats and 10 seats at the stand-up bar, for a total of 104 seats.
3. There would only be table service of alcohol to patrons who are seated at a table or seated at the bar to prevent crowds of patrons from congregating in one location and there will only be food service from the interior Hotel to the outdoor tables located in the side yard.
4. **There would NEVER be any music played or speakers installed outside and no music emanating from the Hotel to the outside yard area at any time.**
5. There would be no service of alcohol on the eastern side of the yard as designated in the Hotel's amended diagram (annexed to stipulation agreement with the Hotel) from the entrance gate on West Broadway up and until the Host Station and the Hotel would maintain and not remove the cover over the eastern side of the yard.
6. The exterior gate and entrance/exit on West Broadway would not be open until Noon on Sundays and would be closed every night at 10 PM sharp, the side yard would close Sunday through Thursday at 10 PM sharp and the side yard would close on Fridays and Saturday nights at 11 PM sharp, all business would cease, no loitering, no smoking, there would be no patrons or staff remaining after closing and the lights would be turned off.
7. There would be two bathrooms installed on the interior ground floor level to accommodate all patrons to the side yard.
8. The Hotel would not use or operate the side yard in any manner as an eating and drinking establishment until it had obtained the proper certificate of occupancy from NYC Department of Buildings which specifically demonstrates its proposed use is legal and permitted in the side yard.
9. There would be no other outdoor uses permitted at or about the Hotel other than what has been described in CB2M's two-page stipulation agreement with CB2M and the Hotel's amended diagram attached to the stipulation agreement as Exhibit "A".

**xii. Whereas,** despite the years of unlicensed and illegal activities in that side yard causing a significant and harmful impact on those living immediately adjacent to the side yard, and despite their being a compromise in place to permit exterior uses within the large side yard allowing the Hotel to serve alcohol to its patrons in the side yard and to co-exist with its residential neighbors—neighbors in tenement buildings who resided there before the Hotel was built—the Hotel now seeks in this application to add background music in the exterior side yard; and

**xiii. Whereas,** the Hotel's residential neighbors with adjoining bedroom windows within 10 feet of the yard appeared in opposition to the addition of any music in the exterior yard, providing an abbreviated history of impactful and illegal late night and daytime Hotel uses of the side yard (*including DJs, loud music loud enough to be heard a block away and concerts with no remediation by the Hotel despite years and years and years of complaints directly to the Hotel Management requesting that they be a good and reasonable neighbor, there being families with young children affected by the noise, the adjoining residents never being able to open their windows, the noise and music coming through ventilation pipes in their apartments, hearing patrons in the side yard drinking all day long on the weekends and at night right up to the time when they go to bed, there never being a break in noise from the time they come home to the time they go to bed, weekdays and weekends*) prior to being licensed to serve alcohol in the side yard and agreeing to the existing stipulations agreement, the existing stipulations in place, including reasonable time restrictions and the lack of any exterior music, being the only relief from their previous anxiety allowing that they will be able to go to sleep by a reasonable time every evening, the stipulations in place being not perfect and not something the residents were happy with but providing a compromise allowing them to move on with their lives and not be forced to move; and

- xiv. **Whereas**, significant efforts were previously made to reach a compromise in this matter so that the Hotel could use the side yard for eating and drinking despite the closeness and significant impacts on those uses and occupancy on the existing residential neighbors, it being important to maintaining a solution that ensures residents an opportunity to find rest and live comfortably in their own homes in neighborhoods highly saturated with liquor license; and,
- xv. **Whereas**, the Applicant returned in [November/2020](#) to extend the hours of operation in this exterior side yard known as “Gilligans” at which time CB2M unanimously voted to recommend denial of the application for all of the reasons outlined here; and
- xvi. **Whereas**, CB2M feels strongly that the existing compromise must be maintained in this particular matter and that any addition of music in the exterior side yard is just another incremental expansion of the licensed premises and a detriment to adjacent residents who suffered for years with the illegal operations of the Hotel, and that the burden of public interest was established in large part due to the lack of any music outside at the time **or in the future**, that clearly consideration was given at the time that the Applicant might want music on the exterior in the future, that meeting the public interest standard included that the method of operation was and remained without music, and that this application undermines the public interest standard that was established at the issuance of the license; and;

**THEREFORE BE IT RESOLVED** that CB2M recommends denial for **Soho Grand Hotel Inc dba Soho Grand Hotel 310 W Broadway 10013** on its application seeking Change in Method of Operation to its existing On Premise Hotel Liquor License to add music to its outdoor south side yard dba “Gilligans”; and

**THEREFORE BE IT FURTHER RESOLVED** that should this application be considered by the NYSLA, CB2 respectfully requests that this item be calendared to appear before the Members of the Authority.

**Vote:** Unanimous, 39 Board Members in favor.

We respectfully request that your agency take action consistent with the positions expressed in the above.

Sincerely,



Donna Raftery, Chair  
SLA Licensing 1 and 2 Committees  
Community Board #2, Manhattan



Valerie De La Rosa, Chair  
Community Board #2, Manhattan

VDLR/em

cc: Hon. Daniel Goldman, Congressman  
Hon. Brad Hoylman-Sigal, NY State Senator  
Hon. Brian Kavanagh, NY State Senator  
Hon. Deborah J. Glick, NY State Assembly  
Hon. Grace Lee, State Assembly Member  
Hon. Brad Lander, NYC Comptroller  
Hon. Michael Levine, Man. Borough President  
Hon. Erik Bottcher, NYC Council Speaker  
Hon. Christopher Marte, NYC Council Member

Thomas Donohue, Deputy Commissioner of Licensing, NY State Liquor Authority