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## COMMUNITY BOARD NO. 2, MANHATTAN

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February 20, 2026

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 February 19, 2026, Community Board #2, Manhattan (CB2, Man.) adopted the following resolution:

**DH 9 Crosby LLC & Crescent Hotel Management Services LLC dba Nomo SoHo 9 Crosby St aka 150 Lafayette St 10013 (OP–Hotel) (Transfer) (Application ID # NA-0343-26-102405)**

- i. **Whereas**, the Applicant and Applicant’s attorney appeared before Community Board 2, Manhattan’s (CB2M) SLA Licensing Committee #1 to present an application to the NYS Liquor Authority (NYSLA) for a transfer of an existing On-Premises Hotel liquor license (9 Crosby LLC, Highgate Hotels LP & DLVSOHO LLC dba NoMo SoHo, Lic ID #0343-23-121980, exp. 3/31/2027) to operate a full service Hotel in a 26-story building (ca. 2011) located in a M1-5B Zoning District with entrances on Crosby and Lafayette Streets between Howard and Grand Streets (Block #233 / Lot #2), the building falling within NYC LPC’s designated SoHo-Cast Iron Historic District Extension and the Special SoHo-NoHo Mixed Use District; and
- ii. **Whereas**, the Applicant recently purchased the rights to operate the Hotel pursuant to a bankruptcy proceeding, the method of operation will remain the same with the current hotel management company, Crescent Hotel Management Service LLC, continuing to manage the hotel; and
- iii. **Whereas**, there is a long-standing history between the local residents and the past and current owners/operators of the hotel going back to when the operator of the Hotel first sought its liquor license in 2009, as outlined in CB2M’s [February/2015](#) resolution when the current operators took over the hotel through a Transfer application, the current Applicant agreeing to layover the instant application in January/2026 in order to meet with the most impacted residents, review stipulations and come to an agreement on the method of operation going forward; and

- iv. **Whereas**, the current Applicant, having met with the residents and gaining a full understanding of the history between the Hotel and the local residents, particularly in regard to the use of any outdoor areas and the residential nature of Crosby Street, agreed to keep the method of operation the same and to continue to have a dialog with the local residents should any issues arise or should the Applicant seek to make any changes to the method of operation in the future; and
- v. **Whereas**, the Applicant has executed and has had notarized a Stipulations Agreement with CB2M that they agreed to submit to the NYSLA and agreed would be attached and incorporated into the method of operation of the new Hotel's On-Premises liquor license, with those stipulations as follows:
1. The premises will be advertised and operated as a full service Hotel with multiple venues, including (1) a full service Restaurant on the ground floor Crosby Street side, (2) a Lounge on the Lafayette Street side, (3) a Lobby Bar and (4) the Penthouse Lounge.
  2. The Hotel's On-Premises liquor license will not include any outdoor areas of the Hotel, including the ground floor garden on the Crosby Street side, the terrace on the Crosby Street side of the second floor, the terrace on the Lafayette Street side of the second floor or the rooftop terrace.
  3. The **Restaurant** on the Crosby Street side will operate as a full-service, high-end restaurant that will close no later than 11 PM Sunday through Wednesday and will close no later than 12 AM Thursday through Saturday, music will be quiet ambient recorded and background only and there will be no TVs, no DJs, no live music, no promoted events, no scheduled performances or events where a cover fee is charged.
  4. The doors and windows to any exterior areas of the premises will be closed by 10 PM every night. Personnel will be placed by the outside door of the Restaurant to ensure no liquor, beer or wine is carried outside and to remind diners to be respectful of the neighbors while outside. The Licensee will explore the possibility of installing double doors to the outside to ameliorate noise. To the extent that there are private events in the Restaurant, the events will be subject to the same stipulations.
  5. The **Lobby Bar** will stop serving alcohol after 1 AM seven nights a week, music will be quiet ambient recorded and background music only at conversational levels and there will be no DJs, no live music, no promoted events, no scheduled performances or any events where a cover fee is charged and no televisions.
  6. The **Lounge** on the Lafayette Street side will continue to operate as a Lounge (and not a nightclub) and close by 2 AM every night with ambient background music only and where all doors and windows will be closed at all times. A master sound limiter will be installed by a certified sound/acoustical engineer set to quiet ambient background conversational levels, the sound limiter will be secured so as to avoid tampering and it will be monitored and remain under the exclusive direction and control of the Hotel management. To the extent the operator may utilize DJ's, all music will remain at background conversational levels and will use only the existing sound system governed by a master sound limiter.
  7. The **Penthouse** (but only to the extent NYC Codes and Laws and the Certificate of Occupancy for the Hotel penthouse permits or allows eating and drinking uses and sale of alcoholic beverages to patrons) will operate only in the interior portion of the rooftop penthouse premises and will close at 1 AM seven nights a week. There will be no music or sound speakers installed on the outdoor terrace and in both the interior and exterior areas there will be no DJs, live music, promoted events or scheduled performance where

a cover fee is charged. To the extent that there are private events in the Penthouse, the events will be subject to the same stipulations.

8. There will be no dancing at any of the Hotel's multiple interior venues.
  9. Staff will be stationed at all exterior doors used for patron egress to remind Hotel patrons to be respectful to the Hotel's surrounding neighbors.
  10. The Licensee will commit to being responsive to its neighbors and designate a liaison who will arrange for periodic meetings, if necessary, with the local community within the first year following the issuance of a permanent license and as needed thereafter.
- vi. **Whereas**, this application being subject to the 500 Foot Rule requiring the Applicant to demonstrate that the public interest would be served by the granting of the On-Premises Hotel liquor license at this location, there being **34 active licensed premises** within 750 ft. and 7 pending licenses according to LAMP, the Applicant having met with, and committed to an ongoing dialog with, the local residents, the public interest being established albeit subject to the Applicant and Licensee abiding by those agreed upon stipulations; and

**THEREFORE BE IT RESOLVED** that CB2M recommends **denial** of the application for a new On-Premises Restaurant Liquor License for **DH 9 Crosby LLC & Crescent Hotel Management Services LLC dba Nomo SoHo 9 Crosby St aka 150 Lafayette St 10013** **unless** the statements the Applicant has presented are accurate and complete, and that those conditions and stipulations agreed to by the Applicant above are incorporated into the "method of operation" of the NYSLA liquor license in order to create public interest for the issuance of this liquor license.

**Vote:** Unanimous, 35 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. Brian Kavanagh, NY State Senator  
Hon. Deborah J. Glick, NY State Assembly  
Hon. Grace Lee, State Assembly Member  
Hon. Michael Levine, NYC Comptroller  
Hon. Brad Hoylman-Sigal, Man. Borough President  
Hon. Erik Bottcher, NYC Council Member  
Hon. Christopher Marte, NYC Council Member  
Hon. Harvey Epstein, NYC Council Member  
Thomas Donohue, Deputy Commissioner of Licensing, NY State Liquor Authority



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### Community Board 2 Liquor License Stipulations

**The original signed and notarized form must be returned to the CB2 office by Friday, February 13, 2026.  
If not returned 24 hours prior to CB2s full board meeting, the application will be denied.**

I, **Eitan Sasson**, as a qualified representative of **DH 9 Crosby LLC & Crescent Hotel Management Services, LLC dba Nomo Soho**, located at **9 Crosby Street aka 150 Lafayette Street, NY, NY** 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 Hotel On Premise Liquor Licensee as follows:

The premises will be advertised and operated as a full service Hotel with multiple venues, including (1) a full service Restaurant on the ground floor Crosby Street side, (2) a Lounge on the Lafayette Street side, (3) a Lobby Bar and (4) the Penthouse – to the extent that such penthouse is not being used as a hotel room and to the extent that the use is allowed by NYC Codes and Laws with the current use group designation and use code on the existing Certificate of Occupancy.

The Hotel On-Premises liquor license will not permit any use or operation in or about any outdoor areas of the Hotel, including but not limited to the ground floor garden on the Crosby Street side, the terrace on the Crosby side of the second floor, the terrace on the Lafayette side second floor. However, the rooftop terrace may be operated as provided below in conjunction with the rooftop penthouse to the extent patron use is allowed by NYC Codes and Laws, however it, along with all other outdoor areas, will not be a part of the licensed premises and therefore no alcohol may be taken into or consumed in any outdoor areas including the rooftop terrace (i.e. No consumption of alcohol will be permitted in any of the outdoor areas of the hotel and such restrictions will be enforced and supervised by hotel personnel).

The Licensee and its managers shall not at any time seek a license (whether temporary or permanent) for any outdoor premises or additional bars without first presenting the proposed amendment to the Neighbors and Community Board 2, Manhattan (CB2M) and obtaining the full CB2M Board's approval. Licensee will reasonably work with the local community to reach a commercially reasonable agreement. This includes, without limitation, the following areas: (1) The ground floor garden on the Crosby side; (2) The terrace on the Crosby side of the second floor; (3) The terrace on the Lafayette side of the second floor; and (4) The rooftop terrace.

The **Restaurant** on the Crosby Street side will operate as a full service high end restaurant that will close no later than 11 PM Sunday through Wednesday and will close no later than 12 AM Thursday through Saturday (at closing time no patrons will remain in the Restaurant portion of the premises), music will be quiet ambient recorded and background only and there will be no TVs, no DJs, no live music, no promoted events, no scheduled performances or events where a cover fee is charged. Doors and Windows to any exterior areas of the premises from the Restaurant will be closed by 10 PM every night. Personnel will be placed by the outside door of the Restaurant to ensure no liquor, beer or wine is carried outside and to remind diners to be respectful

of the neighbors while outside. The Licensee will explore the possibility of installing double doors to the outside to ameliorate noise. To the extent that there are private events in the Restaurant, the events will be subject to the same stipulations.

The **Lobby Bar** will not serve any alcohol after 1 AM seven nights a week, music will be quiet ambient recorded and background music only at conversational levels and there will be no DJs, no live music, no promoted events, no scheduled performances or any events where a cover fee is charged and no televisions.

The **Lounge** on the Lafayette Street side will continue to operate as a Lounge (and not a nightclub) until 2 AM (No patrons will remain in the Lounge portion of the premises after 2 AM) with ambient background music only and all doors and windows will be closed at all times. A master sound limiter will be installed by a certified sound/acoustical engineer set to quiet ambient background conversational levels, the sound limiter will be secured so as to avoid tampering and it will be monitored and remain under the exclusive direction and control of the Hotel management. To the extent the operator may utilize DJ's, all music will remain at quiet ambient background conversational levels and will use only the existing sound system that is governed by the master sound limiter. There will be no patron dancing in the lounge or any portion of the premises. To the extent that there are private events in the Lounge, the events will be subject to the same stipulations. There will be no live music, no promoted events, no scheduled performances or any events for which a cover fee is charged and no televisions.

The **Penthouse** (but only to the extent NYC Codes and Laws and the Certificate of Occupancy for the Hotel penthouse permits or allows eating and drinking uses and sale of alcoholic beverages to patrons) will operate only in the interior portion of the rooftop penthouse premises, will close at 1 AM seven nights a week (at 1 AM no patrons shall remain in this portion of the premises), will close all doors and windows by 10 PM, personnel will be placed by the outside terrace door to ensure that no liquor is permitted outside the interior premises and to remind diners to be respectful of the neighbors when outside. The personnel will also be responsible to make sure there is no loud noise (such as loud conversation, yelling, shouting, noisemakers) outside between 6 pm and the time the penthouse is no longer open. There will be no music or sound speakers installed on the outdoor terrace and in both the interior and exterior areas there will be no DJs, live music, promoted events or scheduled performance where a cover fee is charged. To the extent that there are private events in the Penthouse, the events will be subject to the same stipulations.

There will be no dancing at any of the Hotel's multiple interior venues. Staff will be stationed at all exterior doors used for patron egress to remind Hotel patrons to be respectful to the Hotel's surrounding neighbors.

Licensee shall provide contact information for both the owners ("principals") and managers to the neighbors and CB2M and commits to being responsive to any and all issues in a timely manner. This contact information shall be kept current.

After Licensee assumes ownership and possession of the Hotel, licensee will arrange for periodic meetings with the local community within the first year following the issuance of a permanent license and as needed thereafter. The Licensee will designate a liaison to its neighbors who will work directly with neighbors in the future and be available by phone or email and responsive to any and issues in a timely manner to help resolve quality of life issues. This designated liaison will keep senior staff and Principals on the Liquor License apprised and current on all complaints received. Once Licensee assumes title of the property, they will ensure all soundproofing, without limitation, is in compliance with code and law.

*[Handwritten signature]*

Residents may contact the Manager/Owner at the following phone number. Any complaints will be addressed immediately

Name: EITAN SASSON Phone Number: 1-917-796-0655

|  |                                |  |
|--|--------------------------------|--|
| Signed <i>[Signature]</i>  | Print Name <u>EITAN SASSON</u> | Dated <u>02/12/2026</u> <i>[Signature]</i> |
| Sworn to this <u>12</u> day of <u>FEBRUARY</u> 2026 <i>[Signature]</i> |                                | Notary Public                              |

CB2 and Applicant/Licensee request that the SLA add these stipulations to the method of operation/conditions of license

**Miluska Rios**  
**NOTARY PUBLIC, STATE OF NEW YORK**  
 Registration No. 01RI6301528  
 Qualified in Bronx County  
 Commission Expires April 14, 2026

