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COMMUNITY BOARD NO. 2, MANHATTAN

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

February 23, 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:

Thor James Hotel Leaseco LLC and Highgate Hotels LP dba Modernhaus Soho - Jumpin Jacks and Jimmy 23 27 Grand St 10013 (OP–Hotel and Lounge) (Alteration)

- i** **Whereas**, the Applicant and the Applicant’s attorney appeared before Community Board 2, Manhattan’s (CB2M) SLA Committee #1 to present an application to the NYS Liquor Authority (NYSLA) for an alteration to the Hotel’s On-Premises liquor license to remove the following licensed premises – the ground floor garden, interior and exterior terrace restaurants and exterior “tree house” consisting of 160 seats, the exterior “upper tree house” consisting of 38 seats and the cellar private event space consisting of 92 seats – from the Hotel’s liquor license (Lic ID #0343-22-126857, exp 2/28/2026); and
- ii.** **Whereas**, in [September/2025](#) Kyma SoHo LLC dba Selena by HYMA appeared before CB2M’s SLA Committee #1 to present an application to the NYSLA for an On-Premises Restaurant liquor license to operate a full-service Greek restaurant in the ground floor and cellar spaces which are being removed from the Hotel liquor license in the instant application; CB2M unanimously recommended approval of the application provided the stipulations agreed to by Kyma SoHo LLC were incorporated into the “method of operation” of the liquor license; and
- iii.** **Whereas**, the Applicant of the instant application had originally appeared before CB2M in October/2017 for a transfer application to add these three separately licensed premises, in addition to the 17th floor roof level (4 separately licensed spaces in total), on to the existing Hotel On-Premises liquor license, that [October/2017](#) resolution outlining that those licenses were governed by an extensive set of stipulations executed with a community group and with stipulations with CB2M in March 2013 that were incorporated into the “method of operation” of the then current existing licenses; those same 4 licenses were governed by the same

stipulations which were agreed to in January 2010 and March 2010 when the Hotel was first licensed as a part of an agreement for the issuance of these 4 licenses across 4 separate spaces within the new Hotel; at the time the Hotel was built in 2010, there was significant opposition and the stipulations agreement which was entered into in 2010 and 2013 represented what those in opposition felt were very generous terms in which the hotel could operate and generate a sufficient return while still maintaining a balance of Quality of Life; and

- iv. **Whereas**, by way of history, a portion of this location prior to building and completion of the Hotel in 2010 was the location of the Moondance Diner (Dancing in the Moonlight Inc) which had a restaurant wine license SN# 10292851; and
- v. **Whereas**, below are two previous resolutions passed by CB2 in January and March 2010 referencing the above 4 existing liquor licenses as they are currently licensed:

At its Full Board meeting on January 21, 2010, Community Board #2, Manhattan (CB#2, Man.) adopted the following resolution:

7. BCRE Grand Hotel, BCRE Grand Restaurant and BCRE Grand Bar, 23-31 Grand Street (Thompson and 6th Avenue), NYC

Whereas, the applicant re-appeared before the committee; and,

Whereas, this application is for On Premise licenses for an upscale Hotel Lobby Bar, Cellar Floor Restaurant and Rooftop Bar collectively 5,600 s.f. (Hotel Bar is 1,000 s.f., Ground Floor Restaurant is 2,400 s.f. and Rooftop Bar is 2,200 s.f) on Grand Street between Thompson and 6h Avenue; and,

Whereas, this application is for 20 table seats with a maximum legal capacity of 50 persons for the Hotel Lobby Bar; and 85 table seats, 1 bar with 12 bar seats and a maximum legal capacity of 92 persons for the Cellar Floor Restaurant; and 50 table seats, 1 bar with 15 bar seats and a maximum legal capacity of 150 persons for the Rooftop Bar; and,

Whereas, the applicant stated the hours of operation are 7:00 a.m. – 12:00 a.m. Sunday – Wednesday and 7:00 a.m. – 1:00 a.m. Thursday – Saturday for the Hotel Lobby Bar and Cellar Restaurant; and 7:00 a.m. – 1:00 a.m. Sunday – Wednesday and 7:00 a.m. – 2:00 a.m. Thursday – Saturday for the Rooftop Bar; there will not be a sidewalk café application and no backyard garden; music will be background and live only for the Cellar Floor Restaurant; and music will be background only in the Rooftop Bar and played exclusively in the enclosed area; and music will be background and DJ only for the Hotel Lobby Bar, and,

Whereas, the applicant has reached out to members of the community prior to presenting this application; and,

Whereas, the applicant has agreed to the following set of stipulations:

1. *The applicant has agreed to no amplified music of any kind in any of the outdoor areas.*
2. *The applicant has agreed that during evening hours the restaurant exit will be on 6th Avenue; and the applicant will direct its customers to this exit.*

3. *The applicant has agreed to have a taxi line on 6th Avenue to reduce traffic on Grand Street.*
4. *The applicant has agreed to conduct sound tests on the Rooftop Bar.*
5. *The applicant has agreed to community outreach measures including but not limited to hosting a monthly meeting with nearby residents.*
6. *The applicant has agreed to not have any advertisement signs on the Hotel.*
7. *The applicant has agreed to have food service available during all hours of operation.*
8. *The applicant has agreed to not seek or apply for a Cabaret License.*
9. *The applicant has agreed to arrange a discussion with acoustical consultants to address soundproofing for the neighboring building.*

Whereas, the applicant has agreed to abide by the regulations associated with all New York City Departments and safety organizations and will obtain all required certificates, permits and related documents; and,

Whereas, several members of the community appeared to express their willingness to work with the applicant under the proposed operating guidelines; and,

Whereas, the applicant has executed an agreement with the community, and that agreement is attached;

THEREFORE, BE IT RESOLVED that CB#2, Man. recommends denial to the proposed On Premise license for ***BCRE Grand Hotel, BCRE Grand Restaurant and BCRE Grand Bar, 23-31 Grand Street*** unless the conditions agreed to by applicant relating to the sixth and seventh “whereas” clauses are incorporated into the “Method of Operation” on the SLA On Premise license.

Vote: Passed, with 35 Board members in favor and 2 in opposition (D. Diether, I. Dutton).

AND

At its Full Board meeting on March 18th, 2010, Community Board #2, Manhattan (CB#2, Man.) adopted the following resolution:

3. BCRE Grand Café, LLC, d/b/a TBD, 25 Grand St. (Thompson and 6th Avenue), NYC

Whereas, the applicant appeared before the committee; and,

Whereas, this application is for On Premise license for a 3,100 s.f. (700 s.f. interior and 2,400 s.f. exterior) Plaza Café in an upscale Hotel on Grand Street between Thompson and 6th Avenue with 130 table seats, 1 bar with 30 bar seats and a maximum legal capacity of 191 (60 persons interior and 131 persons exterior); and,

Whereas, the applicant stated the hours of operation for the proposed Plaza Café Lower Terrace are Sunday - Wednesday from 7:00 a.m. – 12:00 a.m. and Thursday – Saturday from 7:00 a.m. – 1:00 a.m.; and the hours of operation for the proposed Plaza Café Upper Terrace are Seven Days a Week from 7:00 a.m. – 11:00 p.m.; there will not be a sidewalk café application but will include a backyard garden; music will be background for the interior space only and no amplified music of any kind for the exterior spaces; and,

Whereas, the applicant has reached out to members of the community prior to presenting this application; and,

Whereas, the applicant has agreed to all the stipulations in the fully executed Memorandum of Understanding with members of the community and attached herein; and,

Whereas, the applicant has agreed to abide by the regulations associated with all New York City Departments and safety organizations and will obtain all required certificates, permits and related documents; and,

Whereas, no one appeared in opposition from the community; and,

THEREFORE BE IT RESOLVED that CB#2, Man. recommends denial to the proposed On Premise license for **BCRE Grand Café, LLC, d/b/a TBD, 25 Grand St.** unless the conditions agreed to by applicant relating to the fifth and sixth “whereas” clauses are incorporated into the “Method of Operation” on the SLA On Premise license.

Vote: Passed, with 37 Board members in favor, and 1 in opposition (D. Diether).

- vi. Whereas,** the previously existing method of operation listed was memorialized as a stipulations agreement with CB2M dated 3/14/2013 and 10/20/2017; and
- vii. Whereas,** the Applicant executed a stipulations agreement with CBM that they agreed to submit to the NYSLA and agreed would be attached and incorporated into the method of operation of the On-Premises Hotel liquor license, with those stipulations as follows:

Thor James Hotel Leaseco, LLC and Highgate Hotels LP (as manager) will continue to adhere to the attached community agreements/memorandum of understandings/stipulations and previous representations to CB2 that the previous operators at this location had agreed to including but not limited to:

1. The Hotel will continue to operate 24 hours a day / 7 days a week. The 18th floor rooftop level restaurant will continue to operate Monday to Wednesday from 5 PM to 1 AM, Thursday to Saturday from 3 PM to 2 AM and Sunday from 3 PM to 1 AM. No patrons will remain after the indicated closing times. The service of alcohol will commence no earlier than 10 AM in any of the above areas. There will be no outdoor music of any kind. There will be no DJ's or live music and music volumes will be at quiet background levels only. All doors will remain closed at all times when not in active use. Will use entrance doors as agreed to in MOU.
2. In addition to what is indicated above, the memorandums of understanding/community agreements/stipulations agreed to previously by Thor James Hotel Leaseco, LLC and Highgate Hotels LP, DU Bar LLC and 6 Grand LLC (as managers), which are attached to this document as pages 3 to 30, will continue to be adhered to in their entirety. The first agreement on pages 3 to 14 is dated January 21, 2010 and is between Grand Street Hotel LLC, Grand Street Restaurant LLC, Grand Street Bar LLC and Moondance Community Group. The second agreement on pages 15 to 30 is dated March 11, 2013 in which PR Grand Hotel Leaseco LLC agrees that it will abide by all the conditions set forth in the Community Agreement that is attached which is between BCRE Grand Hotel LLC, BCRE Grand Restaurant LLC, BCRE Grand Bar LLC, BCRE Grand Cafe LLC

and Moondance Community Group. These agreements, memorandums of understanding and stipulations all encompass the premises known as Modernhaus Soho Hotel.

THEREFORE BE IT RESOLVED that Community Board 2, Man. recommends denial of the Alteration application to the On-Premises liquor license for **Thor James Hotel Leaseco LLC and Highgate Hotels LP dba Modernhaus Soho - Jumpin Jacks and Jimmy 23 27 Grand St 10013 (OP-Hotel and Lounge)** unless the statements presented by the Applicant are accurate and complete and that the conditions and stipulations agreed to by the Applicant are incorporated into the “method of operation” of the NYSLA 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, **Joseph Sitt**, as a qualified representative of Thor James Hotel Leasco, LLC and Highgate Hotels LP (as manager) in consideration of the removal of the following licensed premises – the ground floor garden, interior and exterior terrace restaurants and exterior “tree house” consisting of 160 seats, the exterior “upper tree house” consisting of 38 seats and the cellar private event space consisting of 92 seats – in diagrams and described in CB2's SLA Licensing Questionnaire and accompanying materials presented to CB2 in February 2026, agree that all prior stipulations regarding the remaining licensed areas of the Hotel remain incorporated into the "method of operation" of those licensed premises.

Thor James Hotel Leasco, LLC and Highgate Hotels LP (as manager) will continue to adhere to the attached community agreements/memorandum of understandings/stipulations and previous representations to CB2 that the previous operators at this location had agreed to including but not limited to:

The Hotel will continue to operate 24 hours a day / 7 days a week. The 18th floor rooftop level restaurant will continue to operate Monday to Wednesday from 5 PM to 1 AM, Thursday to Saturday from 3 PM to 2 AM and Sunday from 3 PM to 1 AM. No patrons will remain after the indicated closing times. The service of alcohol will commence no earlier than 10 AM in any of the above areas. There will be no outdoor music of any kind. There will be no DJ's or live music and music volumes will be at quiet background levels only. All doors will remain closed at all times when not in active use. Will use entrance doors as agreed to in MOU.

In addition to what is indicated above, the memorandums of understanding/community agreements/stipulations agreed to previously by Thor James Hotel Leasco, LLC and Highgate Hotels LP, DU Bar LLC and 6 Grand LLC (as managers), which are attached to this document as pages 3 to 30, will continue to be adhered to in their entirety. The first agreement on pages 3 to 14 is dated January 21, 2010 and is between Grand Street Hotel LLC, Grand Street Restaurant LLC, Grand Street Bar LLC and Moondance Community Group. The second agreement on pages 15 to 30 is dated March 11, 2013 in which PR Grand Hotel Leasco LLC agrees that it will abide by all the conditions set forth in the Community Agreement that is attached which is between BCRC Grand Hotel LLC, BCRC Grand Restaurant LLC, BCRC Grand Bar LLC, BCRC Grand Cafe LLC and Moondance Community Group. These agreements, memorandums of understanding and stipulations all encompass the premises known as Modernhaus Soho Hotel.

continued

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

Name: Joseph Sitt Phone Number: 212 465 2000

X [Signature] Authorized Signatory 2/13/26
Signed Title/Company Dated

Sworn to this 13th day of February 2026 [Signature]
Notary Public

Community Board #2, Manhattan and the above referenced Applicant/Licensee agree and request that the New York State Liquor Authority incorporate the above as stipulations into the method of operation for the 4 different liquor licenses at this location.

DANIEL J. AMODIO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02AM6364836
Qualified in Nassau County
Commission Expires 09/25/2029