



THE CITY OF NEW YORK  
 MANHATTAN COMMUNITY BOARD 3  
 59 East 4th Street - New York, NY 10003  
 Phone: (212) 533-5300 - Fax: (212) 533-3659  
 www.cb3manhattan.org - info@cb3manhattan.org

Gigi Li, Board Chair

Susan Stetzer, District Manager

**Community Board 3 Liquor License Application Questionnaire**

Please bring the following items to the meeting:

**NOTE: ALL ITEMS MUST BE SUBMITTED FOR APPLICATION TO BE CONSIDERED.**

- Photographs of the inside and outside of the premise.
- Schematics, floor plans or architectural drawings of the inside of the premise.
- A proposed food and or drink menu.
- Petition in support of proposed business or change in business with signatures from residential tenants at location and in buildings adjacent to, across the street from and behind proposed location. Petition must give proposed hours and method of operation. For example: restaurant, sports bar, combination restaurant/bar. (petition provided)
- Notice of proposed business to block or tenant association if one exists. You can find community groups and contact information on the CB 3 website:  
[http://www.nyc.gov/html/mancb3/html/sla/community\\_groups.shtml](http://www.nyc.gov/html/mancb3/html/sla/community_groups.shtml)
- Photographs of proof of conspicuous posting of meeting with newspaper showing date.
- If applicant has been or is licensed anywhere in City, letter from applicable community board indicating history of complaints and other comments.

Check which you are applying for:

- new liquor license       alteration of an existing liquor license       corporate change

Check if either of these apply:

- sale of assets       upgrade (change of class) of an existing liquor license

Today's Date: January 09, 2015

**If applying for sale of assets, you must bring letter from current owner confirming that you are buying business or have the seller come with you to the meeting.**

Is location currently licensed?  Yes  No    Type of license: \_\_\_\_\_

If alteration, describe nature of alteration: \_\_\_\_\_

Previous or current use of the location: \_\_\_\_\_

Corporation and trade name of current license: \_\_\_\_\_

**APPLICANT:**

Premise address: 161 Bowery

Cross streets: Delancey & Broome

Name of applicant and all principals: Lost Boy LLC

Trade name (DBA): tbd

**PREMISE:**

Type of building and number of floors: Commerical building with 7 floors

Will any outside area or sidewalk cafe be used for the sale or consumption of alcoholic beverages?  
(includes roof & yard)  Yes  No If Yes, describe and show on diagram: \_\_\_\_\_

Does premise have a valid Certificate of Occupancy and all appropriate permits, including for any  
back or side yard use?  Yes  No What is maximum NUMBER of people permitted? tbd

Do you plan to apply for Public Assembly permit?  Yes  No

What is the zoning designation (check zoning using map: <http://gis.nyc.gov/doitt/nycitymap/> -  
please give specific zoning designation, such as R8 or C2):

C6-1G

**PROPOSED METHOD OF OPERATION:**

Will any other business besides food or alcohol service be conducted at premise?  Yes  No  
If yes, please describe what type: \_\_\_\_\_

What are the proposed days/hours of operation? (Specify days and hours each day and hours of  
outdoor space) Sunday - Thursday: 7am - 11pm; Friday - Saturday: 7am - 1 am

Number of tables? 18-20 Number of seats at tables? 2-4

How many stand-up bars/ bar seats are located on the premise? 1 bar, 10 seats

(A **stand up bar** is any bar or counter (whether with seating or not) over which a patron can order,  
pay for and receive an alcoholic beverage)

Describe all bars (length, shape and location): Approx. 10 ft bar

Does premise have a full kitchen  Yes  No?

Does it have a food preparation area?  Yes  No (If any, show on diagram)

Is food available for sale?  Yes  No If yes, describe type of food and submit a menu  
See attached

What are the hours kitchen will be open? All hours of operation (last order will be taken 30mins before closing)

Will a manager or principal always be on site?  Yes  No If yes, which? \_\_\_\_\_

How many employees will there be? Approx. 30-45 total

Do you have or plan to install  French doors  accordion doors or  windows? No

Will there be TVs/monitors?  Yes  No (If Yes, how many?) \_\_\_\_\_

Will premise have music?  Yes  No

If Yes, what type of music?  Live musician  DJ  Juke box  Tapes/CDs/iPod

If other type, please describe \_\_\_\_\_

What will be the music volume?  Background (quiet)  Entertainment level

Please describe your sound system: basic sound system

Will you host any promoted events, scheduled performances or any event at which a cover fee is charged? If Yes, what type of events or performances are proposed and how often? No

How do you plan to manage vehicular traffic and crowds on the sidewalk caused by your establishment? Please attach plans. (Please do not answer "we do not anticipate congestion.")

Will there be security personnel?  Yes  No (If Yes, how many and when) Doorman/Maitre'd

How do you plan to manage noise inside and outside your business so neighbors will not be affected? Please attach plans.

Do you  have or  plan to install sound-proofing?

**APPLICANT HISTORY:**

Has this corporation or any principal been licensed previously?  Yes  No

If yes, please indicate name of establishment: \_\_\_\_\_

Address: \_\_\_\_\_ Community Board # \_\_\_\_\_

Dates of operation: \_\_\_\_\_

**If you answered "Yes" to the above question, please provide a letter from the community board indicating history of complaints or other comments.**

Has any principal had work experience similar to the proposed business?  Yes  No If Yes, please attach explanation of experience or resume.

Does any principal have other businesses in this area?  Yes  No If Yes, please give trade name and describe type of business \_\_\_\_\_

Has any principal had SLA reports or action within the past 3 years?  Yes  No If Yes, attach list of violations and dates of violations and outcomes, if any.

Attach a separate diagram that indicates the location (**name and address**) and total number of establishments selling/serving beer, wine (B/W) or liquor (OP) for 2 blocks in each direction. Please indicate whether establishments have On-Premise (OP) licenses. Please label streets and avenues and identify your location. Use letters to indicate **Bar, Restaurant**, etc. The diagram must be submitted with the questionnaire to the Community Board before the meeting.

**LOCATION:**

How many licensed establishments are within 1 block? 7

How many On-Premise (OP) liquor licenses are within 500 feet? 12

Is premise within 200 feet of any school or place of worship?  Yes  No

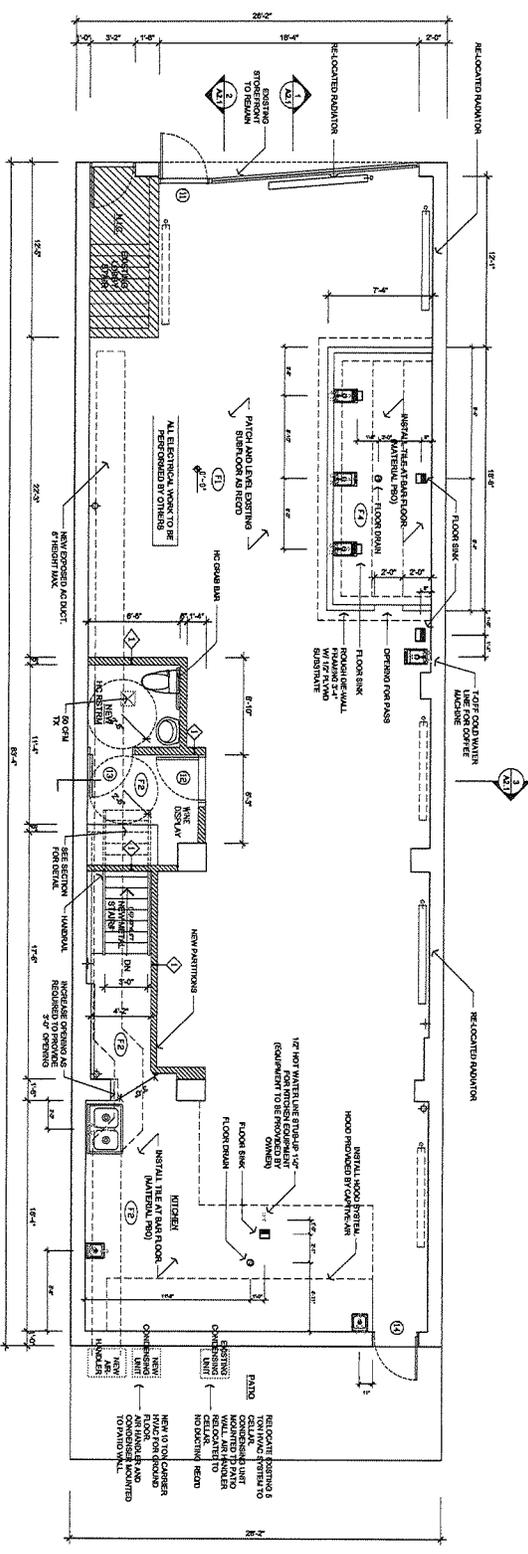
**COMMUNITY OUTREACH:**

Please see the Community Board website to find block associations or tenant associations in the immediate vicinity of your location for community outreach. Applicants are encouraged to reach out to community groups. Also use provided petitions, which clearly state the name, address, license for which you are applying, and the hours and method of operation of your establishment at the top of each page. (Attach additional sheets of paper as necessary).

***We are including the following questions to be able to prepare stipulations and have the meeting be faster and more efficient. Please answer per your business plan; do not plan to negotiate at the meeting.***

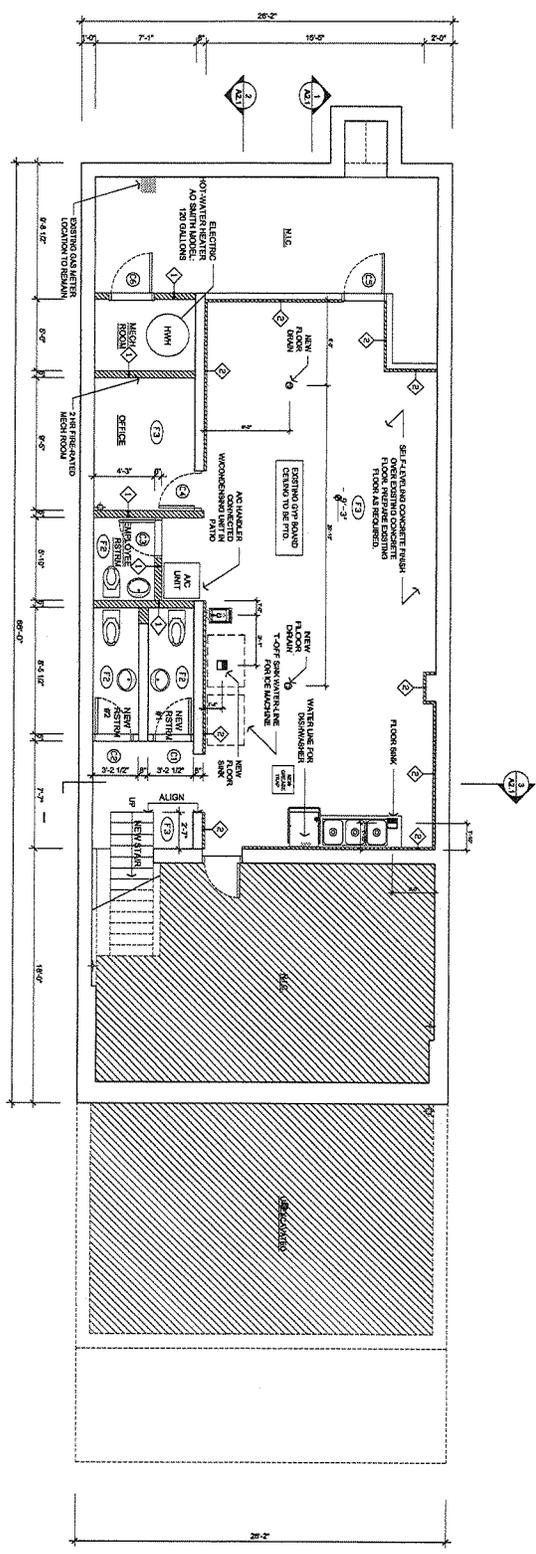
1.  I agree to close any doors and windows at 10:00 P.M. every night?
2.  I will not have  DJs,  live music,  promoted events,  any event at which a cover fee is charged,  scheduled performances,  more than \_\_\_\_ DJs/ promoted events per \_\_\_\_,  more than \_\_\_\_ private parties per \_\_\_\_
3.  I will play ambient recorded background music only.
4.  I will not apply for an alteration to the method of operation agreed to by this stipulation without first coming before CB 3.
5.  I will not seek a change in class to a full on-premise liquor license. Or  my business plan is to seek an upgrade at a later date. N/A
6.  I will not participate in pub crawls or have party buses come to my establishment.
7.  I will not have a happy hour. Or  Happy hour will end by \_\_\_\_\_.
8.  I will not have wait lines outside.  There will be a staff person outside to monitor sidewalk crowds and ensure no loitering.
9.  Residents may contact the manager/owner at the following phone number. Any complaints will be addressed immediately and I will revisit the above-stated method of operation if necessary in order to minimize my establishment's impact on my neighbors.

1 FIRST FLOOR PLAN



SCALE: 1/4" = 1'-0"

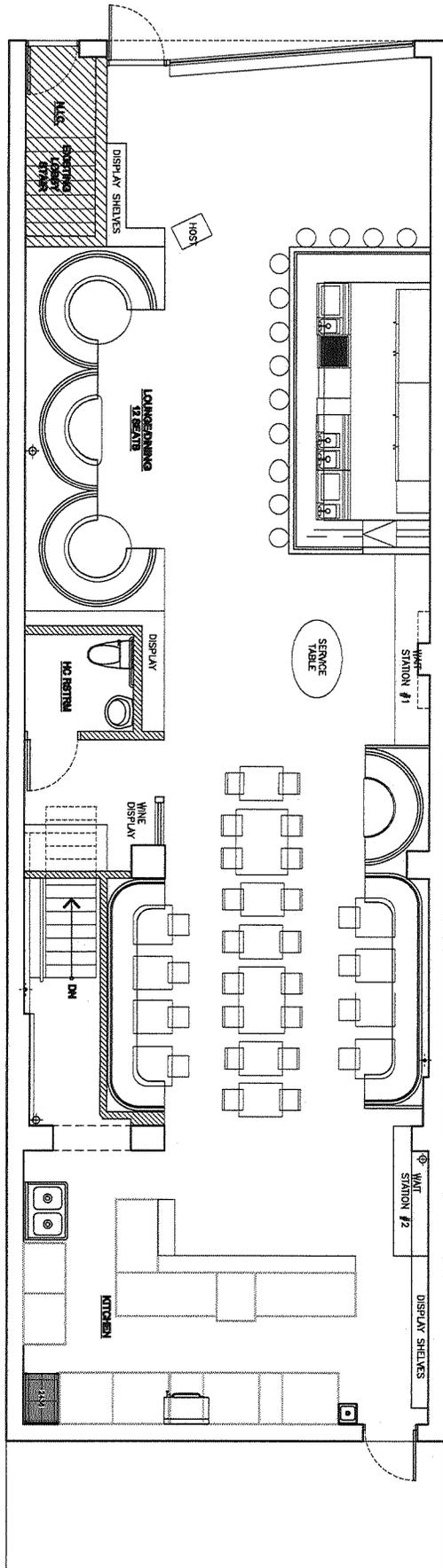
2 BASEMENT



SCALE: 1/4" = 1'-0"

NOTES

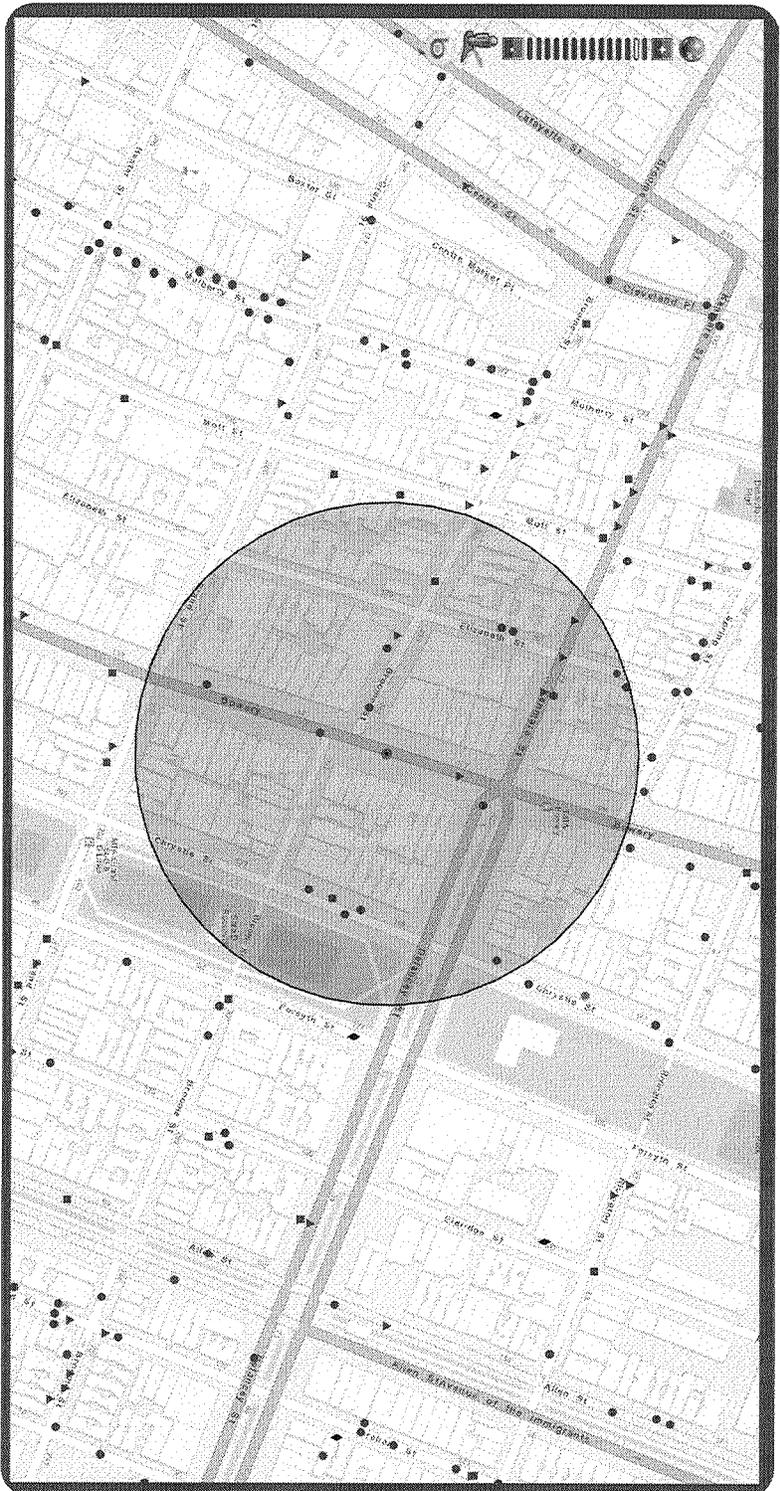
- FINISH FLOOR
  - (F1) 3/4" X 9" RANDOM WOOD FLOOR MATERIAL (MDO)
  - (F2) NEW TILE FLOOR MATERIAL (P.L.O.)
  - (F3) RE-LEVELING CONCRETE FLOOR + STOVE OVER EXISTING CONCRETE FLOOR + STOVE
- PARTITION TYPE
  - 1 2 1/2" METAL STUD + 1/2" GYPSUM BOARD (NON-FIRE RATED)
  - 2 2 1/2" METAL STUD + 5/8" GYPSUM BOARD (NON-FIRE RATED)
  - 3 1 1/2" METAL STUD + 5/8" GYPSUM BOARD + 1" FIBERGLASS INSULATION + 1/2" GYPSUM BOARD (FIRE RATED)
- PLUMBING SYMBOLS
  - 1 1/2" X 1/2" STAINLESS STEEL FLOOR SINK
  - 2 STAINLESS STEEL FLOOR SINK
  - 3 3/4" HOT WATER LINE



# Lost Boy - 161 Bowersy

## Legend

- LEGEND**
- On-Premise Licenses
    - On-Premise Liquor
    - On-Premise Wine and Beer
    - On-Premise Beer
  - Off-Premise Licenses
    - Off-Premise Liquor
    - Off-Premise Wine
    - Off-Premise Beer
  - Wholesale Licenses
  - Permit Licenses
  - All Licenses
  - On-Premise Liquor
  - On-Premise Wine and Beer
  - On-Premise Beer
  - Off-Premise Liquor
  - Off-Premise Wine
  - Off-Premise Beer
  - Wholesale
  - Permit
  - Churches
  - Schools
  - Zones
  - Community Centers
  - Police Precincts
  - Courts



List of Licenses within 500ft

Name	Address	Approx. Distance
343 BROOME STREET RESTAURANT INC	343 BROOME ST	95 ft
BOWERY RESTAURANT GROUP LLC	146 BOWERY	135 ft
CHERRY LANE INC	349 BROOME ST	205 ft
D C B DELANCEY CORP	1 3 DELANCEY ST	215 ft
TLS CHRYSTIE LLC	131 CHRYSTIE ST BASEMENT STORE	305 ft
FAYS RESTAURANT & BAR INC	141 CHRYSTIE STREET	310 ft
SAIGON SHACK CORP	139 CHRYSTIE ST	325 ft
EGG SHOP LES LLC, THE	151 ELIZABETH ST	330 ft
BLUE BELL RESTAURANT LLC	153 ELIZABETH ST AKA 40 KENMAR	345 ft
153 ELIZABETH HOTEL LLC AND BLUE BELL RESTAURANT L	153 ELIZABETH ST AKA 40 KENMAR	345 ft
TRAVERTINE LLC	19 KENMARE STREET	345 ft
MM 130 BOWERY REST. CORP.	130 BOWERY	375 ft
SAMMY SCHMUL INC	155 157 CHRYSTIE STREET	460 ft
ICA GROUP LLC	174 ELIZABETH STREET	485 ft

**BREAKFAST & COFFEE SHOP  
BREAKFAST**

- PEARL BACON SANDWICH (ENGLISH MUFFIN) - 7.50 \$
- + EXTRA EGG/ CHEDDAR - 1 \$
- SOFT BOILED EGG w/ TOAST SOLDIERS 6.50 \$
- SPOTDARKS YOGURT (ST. EUGENE, ONTARIO) - 6 \$
- GRANOLA, FROmage BLANC, FRESH FRUITS, MEL - 6 \$
- ENGLISH Scone, NUMQUAT GINGER BUTTER - 6 \$
- SUGAR DONUTS OR 90 CAL MUFFIN - 3.50 \$
- CINNAMON STICKY BUNS - 4.50 \$
- ORANGE, BLOOD ORANGE OR GRAPEFRUIT PRESSE (MAISON) - 5 \$
- GREEN JUICE - 5 \$
- RED JUICE - 5 \$
- SHORT ESPRESSO - 2.90 \$
- AMERICANO - 3.20 \$
- MACCHIATO - 3.80 \$
- CAPPUCCINO/LATE - 4.80 \$
- FRENCH PRESS - 5.80 \$
- CHOCOLATE - 5.50 \$
- HOT TEA - 5.50 \$
- GREEN TEA, EARL GREY N°69, BLACK TEA

**LUNCH TO STAY OR GO**

**LUNCH**

- SOFT EGGS AND TOASTS - 12 \$
- BAGELS, BEETS, SMOCKED TROUT - 11 \$
- BLT - SAVORA, CHEDDAR, PICKLES - 14 \$
- DARK GREEN SALAD - CASHEW, APPLE, RADISH - 14 \$
- LOBSTER ROLL - HOWARD, BEURRE BLANC, CELERI - 22 \$
- RAW CHEESE ENDIVES, APPLE, ALMOND - 14 \$
- SQUEE OF SASSON - 10 \$

**SAMPLE A LA CARTE MENU**

**APPETIZERS**

- SQUASH BLOSSOM - 14 \$
- ZUCCHINI SMOCKED RICOTTA, TOMO, PISTOU - 16 \$
- TUNA - 16 \$
- LIME, CANTALOUPE, CUCUMBER, FENNEL GRANITE - 18 \$
- VEAL TARTARE - 18 \$
- TARRAGON & FINE NUTS, VARIATION ON L'ASE - 16 \$
- STEAMED EGGS - 16 \$
- CHANTERELLES, POIARO, AGNOICOTTI, SAUCE PARMESAN - 14 \$
- AND BLANCO - 14 \$
- TOMATO, SORBET, CHERRIES & GREEN BEANS - 14 \$
- BURRATA - 14 \$
- SUMMER TRUFFLE, ARTICHOKE, CHICKEN JUUS - 24 \$

**ENTREES**

- WILD TURBOT - 34 \$
- BOULABAISSE, GARLIC CROUPELS - 27 \$
- NY STRIPED BASS - 27 \$
- CHICKPEA, PEPPER, RATATOUILLE JUS - 32 \$
- GRASS-FED STEAK - 32 \$
- ECCOMANDI CRANBERRY BEANS, SHISHITO, CUDJIN JUS - 32 \$
- ST. CANUT, QUEBEC PORCELET - 32 \$
- ONOCCHIL SWISS, CHARD, ANCHOVY, ROSEMARY - 18 \$
- RAW CHEESE PLATE - 18 \$

**DESSERTS**

- PANNA COTTA BUTTERS, COUCH - 5 \$
- POIARÉ VANILLES
- FRENCHIE CHEESECAKE - 6 \$
- BRILLAT SAVARIN, GRAPEFRUIT/TARRAGON
- POT OF CHOCOLATE - 6 \$
- HUILE D'OLIVE, FLEUR DE SEL
- SQUASH BLOSSOM - 14 \$
- ZUCCHINI SMOCKED RICOTTA, TOMO, PISTOU - 16 \$
- TUNA - 16 \$
- LIME, CANTALOUPE, CUCUMBER, FENNEL GRANITE - 18 \$
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- ST. CANUT, QUEBEC PORCELET - 32 \$
- ONOCCHIL SWISS, CHARD, ANCHOVY, ROSEMARY - 18 \$
- RAW CHEESE PLATE - 18 \$
- IMON VERRINA PANNA COTTA - 10 \$
- PIZZA, LIMON HONEY
- PISTACHIO PARFAIT - 12 \$
- POACHED RHUBARB, KASPERRIES
- CHOCOLATE & CARAMEL TART - 11 \$

## Memorandum of Understanding

### **By and Between The Bowery Block Association and Lost Boy LLC**

In an effort to address the concerns of The Bowery Block Association regarding the proposed operations of Lost Boy LLC at 161 Bowery, New York, New York 10002 raised on behalf of the members of the Bowery Block Association, Lost Boy LLC hereby agrees as follows:

#### **1. Hours of Operation:**

- Lost Boy LLC (Trade Name/DBA to be determined) will be open Sunday to Wednesday from 7am to 11pm and Thursday through Saturday from 7am to 1am. No patrons shall remain after the stated closing time (11pm or 1am) inside any portion of the restaurant.

#### **2. Additional Stipulations:**

- Lost Boy LLC agrees that the premises will be operated and advertised as a restaurant only.
- Lost Boy LLC agrees that the restaurant's kitchen will remain fully open and functioning Sunday to Wednesday until 10pm and Thursday to Saturday until 12 am (midnight) with the same full food menu available for the duration of dinner service until the kitchen closes. Should the restaurant close earlier, the kitchen will remain open until the restaurant closes.
- Lost Boy LLC agrees that all kitchen venting and all mechanical equipment will comply with all rules and regulations as set forth by the New York City Department of Buildings and the New York City Department of Environmental Protection. Lost Boy LLC will take steps to address mechanical noise issues or venting issues immediately if they are in violation of any NYC regulations. Lost Boy LLC will test all mechanical equipment at the time of installation with the installer to ensure the equipment complies with all noise regulations when operating.
- Lost Boy LLC will not apply for a sidewalk café license at present or at any time in the future.
- Lost Boy LLC will only use ipods or other "iproducts" and/or digital music players for music throughout the premise. We will never use D.J.'s, host or allow "live" music of any kind. We will never use "Outside Promoters". All music volume levels will be quiet background only and kept at or below a decibel level consistent with quiet background music only. At no time shall any music be audible outside the premises or in any other area of the building or adjacent buildings. All music and other sounds, including mechanical in nature, generated by the restaurant or under its control will also comply with all relevant New York City rules and regulations, including those set forth by the New York City Department of Environmental Protection.
- Lost Boy LLC agrees to not permit dancing in any portion of the premises at any time and agree to never apply to the New York City Department of Consumer Affairs for a Cabaret License for the premises.
- Lost Boy LLC agrees that all outside doors and windows will be closed promptly at 10 pm, no speakers will face out toward the street at any time and speaker volume will be maintained at all times at or below a decibel level consistent with quiet background as described above.

- Lost Boy LLC agrees that any changes to the floor plans, hours of operation, or other changes to the method of operation as presented to Community Board 3, Manhattan's State Liquor Authority and Department of Consumer Affairs Licensing Committee (CB3) on January 12, 2015, will be submitted and reviewed for approval by CB3 and be contingent on the approval of the Full Board of Community Board 3, Manhattan prior to being submitted to the New York State Liquor Authority (the "SLA"), notwithstanding any requirements or lack thereof of the SLA. Proper notice will be made by Lost Boy LLC to The Bowery Block Association prior to any requested or scheduled hearing either before Community Board 3, Manhattan or the SLA.
- Lost Boy LLC will submit a complete and final floor plan for both the ground floor and basement showing all seats, tables, bars and kitchen equipment, a complete copy of materials to be presented to CB3, and a complete copy of all applications to the SLA (minus financials and personal information) to The Bowery Block Association prior to the January 12, 2015 CB3 meeting and prior to any subsequent meetings where any of this information is altered or changed along with an explanation of the proposed alteration or changes.
- Lost Boy LLC will not "transfer" this license to a third party without first obtaining consent through a hearing with CB3 similar to the above for changes to the "method of operation" and also notifying The Bowery Block Association in a timely manner prior to notifying CB3.
- Lost Boy LLC will also submit to review by CB3 similar to the above for changes to the "method of operation" should any of the Principals of the limited liability company as originally presented to CB3 on January 12, 2015 change and will notify The Bowery Block Association in a timely manner prior to notifying CB3.
- Lost Boy LLC will obtain all required New York City and New York State permits and certifications prior to opening and operating.
- Lost Boy LLC will obtain prior to opening and operating a new "Certificate of Occupancy" indicating allowable use of the ground floor and basement for eating and drinking uses, including patron occupancy on both floors. All filings with the New York City Department of Buildings will indicate the basement and ground floor are to be used in conjunction with each other and that both floors will have patron occupancy.
- Lost Boy LLC will obtain a new "Place of Assembly" Permit including both the basement and the ground floor prior to opening and operating.
- Lost Boy LLC, in the event of any expiration of any temporary "Certificate of Occupancy" or other required permit(s) without the immediate issuance of a replacement, will stop operating their premises/restaurant until a new temporary or final "Certificate of Occupancy" or other required permit(s) is issued. There will never be an expired temporary "Certificate of Occupancy" while the restaurant operated by Lost Boy LLC at 161 Bowery is actively open for patrons

### **3. Bars and Seating:**

- Lost Boy LLC will have only 1 stand up 10-foot-long bar located on the ground floor with 10 bar stools. Lost Boy LLC will have 74 table seats on the ground floor of the restaurant. There will be no more than 84 seats in total on the ground floor.

- Lost Boy LLC will use the basement for private patron dining only. Lost Boy LLC will allow no more than 30 persons, including employees, on the restaurant's basement floor level at any one time, even if the legal occupancy is greater. There will be no additional stand up bar or service bar located on the basement level of the restaurant. The basement will be a private dining room.
- Lost Boy LLC, will post signs clearly visible to patrons in the basement that the maximum occupancy is 30 people including employees for events in the basement, even if the legal occupancy is greater. Lost Boy LLC will clearly identify the maximum occupancy of the basement is 30 people on the premises website or any other materials used to advertise or book special private dining events in the basement and will not book events which would exceed the maximum occupancy of 30 including employees.

**4. Entrance/Exit, Smoking & Noise:**

- Lost Boy LLC will operate the restaurant under only one business name or D/B/A for the entire premises. Lost Boy LLC will use only one entry/exit for patron use for the Restaurant. Patron entry to the basement private dining area will only be through the interior of the restaurant. There may be additional emergency egress as required by law, but they will not be used for regular patron ingress at anytime.
- Lost Boy LLC will post signs asking patrons to please be considerate of the neighbors near the primary entrance and exit.
- Lost Boy LLC will direct patrons who leave the premises not to smoke or congregate in any manner which is disruptive or creates noise or which blocks the sidewalk or any building entrances. Lost Boy LLC will promptly respond to community complaints or complaints from The Bowery Block Association and adjust their policies accordingly.
- Lost Boy LLC, should it become necessary, will assign a staff person to manage vehicular traffic dropping off and picking up patrons in front of the premises and will discourage any double parking or standing that in any way disrupts traffic flow in front of the premises.

**5. Garbage:**

- Lost Boy LLC will store all restaurant garbage inside the premises until no sooner than one hour prior to scheduled pick-up. Lost Boy LLC will not have a dumpster or other trash receptacles located outside the premises. All food waste will be double bagged in sufficiently thick garbage bags to ensure no garbage leakage onto the sidewalk or street or to attract vermin while placed outside prior to pickup.
- Lost Boy LLC agrees that the restaurant garbage will be placed outside the premises no earlier than one hour prior to the scheduled pick-up time. Lost Boy LLC will notify The Bowery Block Association of any changes to the scheduled pickup time. It is anticipated at the time of this agreement that the garbage will be picked up at 2am each day Monday through Sunday.

**6. Contact Numbers:**

- Lost Boy LLC will meet with representatives of The Bowery Block Association and other members of the community as necessary or requested to discuss any concerns that arise regarding Lost Boy LLC's operations and take reasonable steps to address those concerns.

- Lost Boy LLC will make the following cell phone contact information and email addresses available to any nearby neighbors as requested and The Bowery Block Association and will respond promptly to phone calls, emails or text messages. Lost Boy LLC will notify The Bowery Block Association of any changes to the contact information immediately.

Contact Numbers:

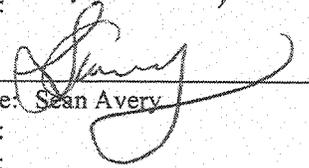
Owner: Jason Hall Phone: 646.982.5113 Email: [jasonmahall2@gmail.com](mailto:jasonmahall2@gmail.com)

General Manager: Ron Collucci Phone: 973.464.3926 Email: [ron.collucci@gmail.com](mailto:ron.collucci@gmail.com)

Lost Boy LLC is entering into this Memorandum of Understanding as a gesture of good faith and of our commitment to The Bowery Block Association and our community. We agree to be bound in all respects by this Memorandum for the period of any On-Premises Liquor License (a "license") issued to the premises by the SLA and any subsequent renewals. Lost Boy LLC agrees that we will request that all the restrictions and stipulations in this Agreement be made a condition of any license or the renewal of any license issued by the SLA in connection with the SLA Application to the maximum extent allowed by the SLA. Lost Boy LLC will submit a complete and executed copy of this Memorandum of Understanding to the SLA as part of their application to the SLA. The parties agree that in the event the SLA denies this SLA Application this Agreement will terminate and be of no force and effect. Lost Boy LLC is entering into this Memorandum with the understanding that The Bowery Block Association will withdraw any protest to our SLA Application and will not appear in opposition to our SLA Application upon agreeing to this document. Please confirm your agreement to the points addressed in this Memorandum by signing this document.

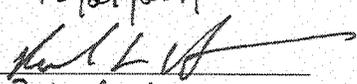
**Lost Boy LLC.**

By:   
 Name: Jason Hall  
 Title:  
 Date: 12/29/2014

By:   
 Name: Sean Avery  
 Title:  
 Date:

Consented to on behalf of  
**The Bowery Block Association**

By:   
 Name: Michele Campo  
 Title:  
 Date: 12/29/2014

By:   
 Name: Richard Halpern  
 Title:  
 Date: 12/29/14

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- Lost Boy LLC agrees to not permit dancing in any portion of the premises at any time and agree to never apply to the New York City Department of Consumer Affairs for a Cabaret License for the premises.
- Lost Boy LLC agrees that all outside doors and windows will be closed promptly at 10 pm, no speakers will face out toward the street at any time and speaker volume will be maintained at all times at or below a decibel level consistent with quiet background as described above.

- Lost Boy LLC agrees that any changes to the floor plans, hours of operation, or other changes to the method of operation as presented to Community Board 3, Manhattan's State Liquor Authority and Department of Consumer Affairs Licensing Committee (CB3) on January 12, 2015, will be submitted and reviewed for approval by CB3 and be contingent on the approval of the Full Board of Community Board 3, Manhattan prior to being submitted to the New York State Liquor Authority (the "SLA"), notwithstanding any requirements or lack thereof of the SLA. Proper notice will be made by Lost Boy LLC to The Bowery Block Association prior to any requested or scheduled hearing either before Community Board 3, Manhattan or the SLA.
- Lost Boy LLC will submit a complete and final floor plan for both the ground floor and basement showing all seats, tables, bars and kitchen equipment, a complete copy of materials to be presented to CB3, and a complete copy of all applications to the SLA (minus financials and personal information) to The Bowery Block Association prior to the January 12, 2015 CB3 meeting and prior to any subsequent meetings where any of this information is altered or changed along with an explanation of the proposed alteration or changes.
- Lost Boy LLC will not "transfer" this license to a third party without first obtaining consent through a hearing with CB3 similar to the above for changes to the "method of operation" and also notifying The Bowery Block Association in a timely manner prior to notifying CB3.
- Lost Boy LLC will also submit to review by CB3 similar to the above for changes to the "method of operation" should any of the Principals of the limited liability company as originally presented to CB3 on January 12, 2015 change and will notify The Bowery Block Association in a timely manner prior to notifying CB3.
- Lost Boy LLC will obtain all required New York City and New York State permits and certifications prior to opening and operating.
- Lost Boy LLC will obtain prior to opening and operating a new "Certificate of Occupancy" indicating allowable use of the ground floor and basement for eating and drinking uses, including patron occupancy on both floors. All filings with the New York City Department of Buildings will indicate the basement and ground floor are to be used in conjunction with each other and that both floors will have patron occupancy.
- Lost Boy LLC will obtain a new "Place of Assembly" Permit including both the basement and the ground floor prior to opening and operating.
- Lost Boy LLC, in the event of any expiration of any temporary "Certificate of Occupancy" or other required permit(s) without the immediate issuance of a replacement, will stop operating their premises/restaurant until a new temporary or final "Certificate of Occupancy" or other required permit(s) is issued. There will never be an expired temporary "Certificate of Occupancy" while the restaurant operated by Lost Boy LLC at 161 Bowery is actively open for patrons

### **3. Bars and Seating:**

- Lost Boy LLC will have only 1 stand up 10-foot-long bar located on the ground floor with 10 bar stools. Lost Boy LLC will have 74 table seats on the ground floor of the restaurant. There will be no more than 84 seats in total on the ground floor.

- Lost Boy LLC will use the basement for private patron dining only. Lost Boy LLC will allow no more than 30 persons, including employees, on the restaurant's basement floor level at any one time, even if the legal occupancy is greater. There will be no additional stand up bar or service bar located on the basement level of the restaurant. The basement will be a private dining room.
- Lost Boy LLC, will post signs clearly visible to patrons in the basement that the maximum occupancy is 30 people including employees for events in the basement, even if the legal occupancy is greater. Lost Boy LLC will clearly identify the maximum occupancy of the basement is 30 people on the premises website or any other materials used to advertise or book special private dining events in the basement and will not book events which would exceed the maximum occupancy of 30 including employees.

**4. Entrance/Exit, Smoking & Noise:**

- Lost Boy LLC will operate the restaurant under only one business name or D/B/A for the entire premises. Lost Boy LLC will use only one entry/exit for patron use for the Restaurant. Patron entry to the basement private dining area will only be through the interior of the restaurant. There may be additional emergency egress as required by law, but they will not be used for regular patron ingress at anytime.
- Lost Boy LLC will post signs asking patrons to please be considerate of the neighbors near the primary entrance and exit.
- Lost Boy LLC will direct patrons who leave the premises not to smoke or congregate in any manner which is disruptive or creates noise or which blocks the sidewalk or any building entrances. Lost Boy LLC will promptly respond to community complaints or complaints from The Bowery Block Association and adjust their policies accordingly.
- Lost Boy LLC, should it become necessary, will assign a staff person to manage vehicular traffic dropping off and picking up patrons in front of the premises and will discourage any double parking or standing that in any way disrupts traffic flow in front of the premises.

**5. Garbage:**

- Lost Boy LLC will store all restaurant garbage inside the premises until no sooner than one hour prior to scheduled pick-up. Lost Boy LLC will not have a dumpster or other trash receptacles located outside the premises. All food waste will be double bagged in sufficiently thick garbage bags to ensure no garbage leakage onto the sidewalk or street or to attract vermin while placed outside prior to pickup.
- Lost Boy LLC agrees that the restaurant garbage will be placed outside the premises no earlier than one hour prior to the scheduled pick-up time. Lost Boy LLC will notify The Bowery Block Association of any changes to the scheduled pickup time. It is anticipated at the time of this agreement that the garbage will be picked up at 2am each day Monday through Sunday.

**6. Contact Numbers:**

- Lost Boy LLC will meet with representatives of The Bowery Block Association and other members of the community as necessary or requested to discuss any concerns that arise regarding Lost Boy LLC's operations and take reasonable steps to address those concerns.

- Lost Boy LLC will make the following cell phone contact information and email addresses available to any nearby neighbors as requested and The Bowery Block Association and will respond promptly to phone calls, emails or text messages. Lost Boy LLC will notify The Bowery Block Association of any changes to the contact information immediately.

Contact Numbers:

Owner: Jason Hall Phone: 646.982.5113 Email: [jasonmahall2@gmail.com](mailto:jasonmahall2@gmail.com)

General Manager: Ron Collucci Phone: 973.464.3926 Email: [ron.collucci@gmail.com](mailto:ron.collucci@gmail.com)

Lost Boy LLC is entering into this Memorandum of Understanding as a gesture of good faith and of our commitment to The Bowery Block Association and our community. We agree to be bound in all respects by this Memorandum for the period of any On-Premises Liquor License (a "license") issued to the premises by the SLA and any subsequent renewals. Lost Boy LLC agrees that we will request that all the restrictions and stipulations in this Agreement be made a condition of any license or the renewal of any license issued by the SLA in connection with the SLA Application to the maximum extent allowed by the SLA. Lost Boy LLC will submit a complete and executed copy of this Memorandum of Understanding to the SLA as part of their application to the SLA. The parties agree that in the event the SLA denies this SLA Application this Agreement will terminate and be of no force and effect. Lost Boy LLC is entering into this Memorandum with the understanding that The Bowery Block Association will withdraw any protest to our SLA Application and will not appear in opposition to our SLA Application upon agreeing to this document. Please confirm your agreement to the points addressed in this Memorandum by signing this document.

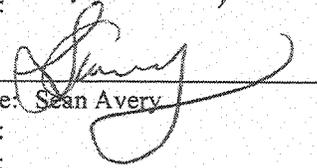
Lost Boy LLC.

By: 

Name: Jason Hall

Title:

Date: 12/29/2014

By: 

Name: Sean Avery

Title:

Date:

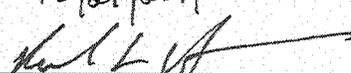
Consented to on behalf of  
The Bowery Block Association

By: 

Name: Michele Campo

Title:

Date: 12/29/2014

By: 

Name: Richard Halpern

Title:

Date: 12/29/14