

License No. 202001-amended

INCORPORATED VILLAGE OF SEA CLIFF

SEA CLIFF, NEW YORK

CABARET LICENSE

Pursuant to the Decision of the Board of Trustees of the Incorporated Village of Sea Cliff dated May 9, 2022, the renewal license granted January 13, 2020 is hereby amended.

NFRP Catering, Inc.

To conduct, maintain or operate, or engage in the business of conducting, maintaining or operating, a cabaret, discotheque, or similar place of entertainment at the premises located at 395 Prospect Avenue, Sea Cliff, New York and described on the Village Assessment Roll as Section 21, Block 193, Lots 1, 2 and 14, currently operated as a restaurant.

The license is granted pursuant to the provision of Chapter 50 of the Code of the Incorporated Village of Sea Cliff, subject to the following conditions:

1.
 - a. The music shall be performed at a sufficiently low volume so as to permit persons located directly outside the building to speak in a modulated voice and be heard by others with whom they are conversing over the volume of the music. Sound proofing material, devices, or modifications shall be added as necessary to satisfy this condition, and such sound proofing material shall be subject to review and approval of the Superintendent of Buildings.
 - b. Music shall be permitted on Mondays through Saturdays from 10am – 1am and Sundays from 10am – 12am.

- c. No dancing area shall be created outdoors, and the applicant shall not encourage outdoor dancing in connection with any music.
- d. Except as otherwise permitted herein, all music shall be performed inside the restaurant, and all musicians and equipment shall be located inside the restaurant.
- e. Except as a musical performance typical for a private party, no shows or other entertainment of any nature is permitted.
- f. No cover charge shall be permitted in connection with the music.
- g. All doors and windows in the restaurant area shall be kept closed during the performance hours except for normal ingress and egress of restaurant patrons.
- h. The playing of exterior music shall not be played using any amplification device(s) and shall be performed only in one hour increments.
- i. Prior to this license being effective, the applicant shall obtain a written document from the building department demonstrating to the satisfaction of the building department the legality of the existing restaurant use as a non-conforming use.
- j. No cars shall be parked by valets hired by licensee on Bryant Avenue or Willow Shore Avenue. Valets are strictly prohibited from using automobile key fob alarms to locate vehicles after parking them.
- k. Licensee shall notify all outside vendors that they are prohibited from parking buses or trailers on Bryant Avenue or Willow Shore Avenue.
- l. Licensee shall have on staff, and present during all guest events, a person serving as a Noise Security Attendant who shall mitigate, to the extent he/she is reasonably able, (i) loud discussion and calling out by guests and staff outside of the building, both during and after events, (ii) guests or staff congregating in the

parking lot, driveway, street, or the front door entryway to the existing building excepting as is reasonably necessary to obtain their vehicles, (iii) loud and disruptive noise in the form of music and bass, which extends to the edge of the property. The Noise Security Attendant shall make every reasonable effort to mitigate parking lot noise and encourage guests waiting for cars or buses to wait inside or quietly outside. The Noise -Security Attendant shall remain on property until all guests and staff have left the property.

m. Licensee will institute and enforce a quiet outdoor clean-up policy and procedure for Licensee and its employees which will specifically prohibit dragging garbage cans, slamming doors, and rolling tables across the parking lot in the evening, or similarly disruptive post-event noise.

n. The Noise-Security Attendant will minimize guest pictures at the facility's entryway.

o. The Manor shall provide contact information for someone present at the facility during events, in order that concerns might be contemporaneously reported by the neighbors to the facility.

p. Vehicles (including but not limited to cars, buses, limousines, vans, and equipment trailers) (hereinafter "Vehicles") will not be permitted to park or to sit idle for any period of time on Bryant Avenue or Willow Shore Avenue, and licensee will prohibit the running of Vehicles parked in the driveway of the facility except in the event of an immediate pick-up of arriving or departing guests, or in the event of deliveries. Vehicles within the parking lot shall be prohibited from

playing amplified music or announcements at any time, excepting music or other programming that is confined to the interior of the Vehicles at low levels so as not to disturb area residents. Notwithstanding the above, guest transportation Vehicles shall be permitted, when necessary, fifteen minutes of idling during Vehicle warm up and/or cool down periods which shall take place in the parking lot only.

2. Pursuant to Village Code §50-8, the License granted herein shall be effective from the date of issuance to January 31, 2023, unless sooner terminated as provided herein or in Village Code §50-12.
3. The License granted herein is limited to the applicant and the currently proposed use of the Premises. The License shall not be transferred or assigned to any person or used by a person other than the licensee to whom it is issued, nor shall the License be used for any location other than the premises stated in the License. Any change of ownership or in the operator of the restaurant or any change or modification of the use, even though the general nature of such modified use shall be similar or identical to the present use for a restaurant, shall require a reapplication to this Board.
4. The exterior east side Deck added to the Sea Cliff Oceanside Associates, Inc. property in 2021 is to be used by the facility and licensee, solely in inclement weather. To that end:
 - a. The deck will only be used for guest events when it is actively raining or there is a threat of rain, at which time the deck's usage will be for a 60-minute period per day, only. Licensee will actively clear the deck of guests at the end of the 60-minute period, so that the hour guest event is truly limited to one hour per day.
 - b. No music or amplification of any kind will or may be utilized on the deck, or inside or outside the building with the intention of being heard by guests utilizing the deck.

- c. At no time will the interior doors to the deck be left or propped in an open position, excepting during the guest event described in subpart a, above.
- d. All set up and clean-up with respect to permitted deck events will be completed within a 30-minute period before and a 30-minute period after such events. All use of the deck, whether for cocktail hour or set up or clean-up for cocktail hour, will take place during the hours of 4:30 pm and 8:30 pm only, and will conclude such that all guests and staff activities which follow the event, have been cleared from the deck by 8:30 pm, on all days of the week.
- e. Entrance and egress from the deck for a cocktail event will only be permitted through the inside of the building, and entry and egress from the exterior ramp or stairs shall not be permitted at all, excepting that exterior entrances may be freely used by disabled persons or in the event of emergency.
- f. Guests will not be permitted on the deck for any reason or for any period of time outside of the guest event hour, excepting in the event of emergency and excepting briefly showing the deck to prospective customers during their walkthrough of the facility and premises. The ground level entrances to the deck will be secured from the ground level by gate or rope so that guests do not enter the deck outside of the guest event hour.
- g. There shall be permanent signage affixed to the gate or rope at the ground level entrances to the deck and to the inside of the door leading from the interior space to the deck, advising that the deck is not a public space and that except for the guest event hour, the deck cannot be used by guests, or such similar language. There will be additional permanent signage on the outside parking lot side of the building reminding guests to “please limit noise levels in consideration of our neighbors”, or similar language.

- h. The Manor staff will not use the deck as a pass through from the kitchen to the interior space for the service of guests, at any time.
- i. The Manor staff will not use the deck for post-party clean-up of the interior of the building, except during the midday hours of 9 am to 5 pm, and for no longer than one hour per day. In no event will the deck be utilized for cleaning the interior of the building following evening events.
- j. The perimeter of the deck will be surrounded by a 7 to 8-foot evergreen hedge screening which will be maintained in healthy condition by the licensee. A 7 to 8-foot evergreen hedge screening will also be added to the east side of The Manor's property, along the Manor's property line, along the Willow Shore Road side of The Manor's property, which shall be memorialized by a landscape plan and maintained in like manner.

Dated: Sea Cliff, New York
May 9, 2022

Incorporated Village of Sea Cliff



Elena Villafane, Mayor



Marianne Lennon, Village Clerk