

**THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE AND CANNABIS BOARD**

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<b>In the Matter of:</b>	)	
	)	
Willow Tree, LLC	)	
t/a Willow Tree	)	
	)	Case No.: 24-PRO-00120
Applicant for a New	)	License No.: ABRA-130206
Retailer’s Class CR License	)	Order No.: 2025-035
	)	
at premises	)	
303 Massachusetts Avenue, NE	)	
Washington, D.C. 20002	)	
<hr style="border-top: 1px solid black;"/>	)	

Willow Tree, LLC, t/a Willow Tree, Applicant

Leslie Merkle, Commissioner, Advisory Neighborhood Commission (ANC) 6C, Protestant

**BEFORE:** Donovan Anderson, Chairperson  
Silas Grant, Jr., Member  
Teri Janine Quinn, Member  
Ryan Jones, Member  
David Meadows, Member

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**ORDER ON SETTLEMENT AGREEMENT AND  
WITHDRAWAL OF ANC 6C’S PROTEST**

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The Application filed by Willow Tree, LLC, t/a Willow Tree (Applicant), for a new Retailer’s Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on December 16, 2024, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that the Applicant and ANC 6C have entered into a Settlement Agreement (Agreement), dated January 8, 2025, that governs the operations of the Applicant’s establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Commissioner Leslie Merkle, on behalf of ANC 6C, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 6C.

Accordingly, it is this 15th day of January 2025, **ORDERED** that:

1. The Application filed by Willow Tree, LLC, t/a Willow Tree, for a New Retailer's Class CR License, located at 303 Massachusetts Avenue, NE, Washington, D.C., is **GRANTED**;
2. The Protests of ANC 6C in this matter is hereby **WITHDRAWN**;
3. The above-referenced Settlement Agreement submitted by the Parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

Section 2 (Nature of the Business) – The following language shall be added to the end of this Section: “If the license holder obtains another class or type of license, the license holder shall operate in accordance with the rules and regulations related to that license.”

The parties have agreed to this modification.

4. Copies of this Order shall be sent to the Parties.

District of Columbia  
Alcoholic Beverage and Cannabis Board

eSigned via SeamlessDocs.com  
*Donovan Anderson*  
Key: ac430b06c9d5f0e4b790003d1dccc8

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Donovan Anderson, Chairperson

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Silas Grant, Jr., Member

*Teri Janine Quinn*

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Teri Janine Quinn, Member



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Ryan Jones, Member



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David Meadows, Member

Pursuant to D.C. Official Code § 25-433(d)(1) (applicable to alcohol matters) or 22-C DCMR § 9720 (applicable to medical cannabis matters), any party adversely affected may file a Motion for Reconsideration of this decision within ten (10) days of service of this Order with the Alcoholic Beverage and Cannabis Administration, 2000 14<sup>th</sup> Street, N.W., Suite 400S, Washington, DC 20009.

Also, pursuant to section II of the District of Columbia Administrative Procedure Act, Pub. L. 90-614, 82 Stat. 1209, D.C. Official Code § 2-510 (2001), and Rule 15 of the District of Columbia Court of Appeals, any party adversely affected has the right to appeal this Order by filing a petition for review, within thirty days of the date of service of this Order, with the District of Columbia Court of Appeals, 430 E Street, N.W., Washington, D.C. 20001 (202/879- 1010). However, the timely filing of a Motion for Reconsideration stays the time for filing a petition for review in the District of Columbia Court of Appeals until the Board rules on the motion. *See* D.C. App. Rule 15(b) (2004).

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Agreement”) is made on this 8<sup>th</sup> day of January 2025 by and between Willow Tree LLC t/a Willow Tree (“Applicant”) and Advisory Neighborhood Commission 6C (“the ANC”), (collectively, “the Parties”).

### PREAMBLE

Through this Agreement the Parties aim to create an environment in which the Applicant may operate as a viable contributing establishment in the ANC 6C community.

### WITNESSETH

**WHEREAS**, the Applicant has applied for a Retailer’s Class C Restaurant ABC license with Sidewalk Cafe Endorsement (ABRA-130206) at 303 Massachusetts Avenue, NE, Washington, DC 20002 (“Premises”);

**WHEREAS**, the ANC has concerns regarding the approval of this ABC license application;

**WHEREAS**, in recognition of the Alcoholic Beverage Control Board’s (“ABC Board”) policy of encouraging Parties to a potentially contested proceeding to settle their differences by reaching Settlement Agreements, by their signatures below, the Parties hereto desire to enter into a Settlement Agreement whereby (1) Applicant will agree to adopt certain measures to address the ANC’s concerns and to include this Agreement as a formal condition of its application, and (2) ANC will agree not to file a protest against the License application provided that this Agreement is incorporated into the ABC Board’s order approving the License;

**WHEREAS**, the Parties believe that the statements and provisions contained in this Agreement are reasonable and shall become wholly integrated into the day-to-day operation of the Applicant’s business; and

**WHEREAS**, the Parties have agreed to enter into this Agreement and request that the ABC Board approve the Applicant’s License application conditioned upon the Applicant’s compliance with the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the Parties agree as follows:

1. **Recitals.** The recitals above are incorporated herein by reference.
2. **Nature of the Business.** Applicant will operate as a bona fide Class C Restaurant (as such term is defined in ABC statutes and regulations). Food service will be available until at least 30 minutes before closing. Applicant will not participate in any “pub crawl” promotions or activities.
3. **Hours.**
  - a. Applicant’s Interior Hours of Operation and Hours of Sales, Service, and Consumption of Alcoholic Beverages shall be:
    - Sunday through Thursday, 7:00am - 11:00pm; and
    - Friday & Saturday, 8:00am - 12:00am.

- b. Applicant's Sidewalk Cafe Hours of Operation and Hours of Sales, Service, and Consumption of Alcoholic Beverages shall be:
    - i. Sunday through Thursday, 8:00am - 10:00pm; and
    - ii. Friday & Saturday, 8:00am - 11:00pm.
  - c. It is understood that after the cessation of "operating hours," no patrons shall remain the premises.
  - d. Provided that: (a) in the event the Council of the District of Columbia or the ABC Board grants licensees in general extended hours, Applicant may avail itself of such extended hours for Operation, Sales, Service & Consumption of Alcoholic Beverages, and Entertainment; and (b) on January 1, Applicant may operate and sell, serve, and permit the consumption of alcoholic beverages until 1:00am. Nothing about the foregoing shall prevent Applicant from applying for One Day Substantial Change Permits no more than six (6) times per year.
4. **Deliveries.** Applicant shall make commercially reasonable efforts to require its vendors to make all deliveries of food, beverages, and supplies between the hours of 7:00am and 7:00pm daily. Applicant shall encourage vendors to park only in designated delivery areas and shall not knowingly accept deliveries from vendors parked illegally.
5. **Public Space and Trash.** Applicant will make commercially reasonable efforts to maintain the public space adjacent to and in front of the Premises in a clean and orderly manner. Applicant shall regularly inspect and clean the public space adjacent to and in front of the Premises as necessary. Within a reasonable time following the end of Sidewalk Cafe operations, Applicant shall secure the furniture in public space so as to discourage individuals from using the Sidewalk Cafe seating and furniture outside of the designated operating hours. Applicant shall not dispose of trash or recyclables outside of the establishment in a manner that creates noise which is audible in residences between 11:30pm and 9:00am.
- a. **Removal of Grease and Oils:** Applicant will provide for the proper removal and recycling of grease and oils and will not deposit these substances in dumpsters, trash cans, street gutters, or catch basins.
  - b. **Sanitation and Pest Control:** Applicant shall keep trash, recycling, and grease container lids tightly closed and in rodent-resistant containers, to limit odors and help control the pest (insect) and rodent population. Applicant will contract for regular rodent and pest abatement.
  - c. **Location of trash, recycling, and grease containers:** Applicant shall maintain trash, recycling, and grease containers on private property. In no case shall any trash, recycling, grease or other container (such as linen service container) serving the premises be stored or permitted to remain unattended in public space. Trash and other refuse containers shall be stored within the Premises until the morning before pick up. After the refuse has been collected for removal, Applicant shall ensure that the trash and refuse containers are brought back into the Premises within a reasonable time period. Applicant shall schedule pick up of trash and other refuse as business warrants, but trash and recycling pick up shall occur no less than three times per week.

**d. Maintenance of Property:** Applicant will clear snow from the public sidewalk adjacent to the premises within eight (8) daylight hours after snowfall ends. If snow or sleet cannot be removed without causing injury to the sidewalk, Applicant shall make the public sidewalk reasonably safe for travel by covering the unremoved snow or sleet with sand, sawdust, or other substance as necessary to render safe for pedestrian travel.

**6. Noise.** Applicant shall comply with the DC Noise Control Act and DC Code § 25-725. Applicant acknowledges that noise is a critical issue for the neighborhood. Applicant will encourage employees and patrons to be considerate of residents in the neighborhood as they depart the establishment through signage or other means. Applicant shall keep doors (except for ingress and egress) and windows closed after 9:00pm if Entertainment is being offered.

**7. Notice and Opportunity to Cure.**

**a.** In the event that either party is in breach of this Agreement, the breaching-party shall be entitled to reasonable notice and opportunity to cure in the form of thirty (30) days' notice before the non-breaching party can seek enforcement of this Agreement. If the breaching party fails to cure within thirty (30) days, (or, with respect to a breach which reasonably requires more than thirty (30) days to cure, fails to commence cure of such breach and diligently pursue such cure), then the non-breaching party shall be entitled to file a complaint with the ABC Board pursuant to DC Code § 25-447.

**b.** Notice shall be provided by mail or email at the following address below:

If to Applicant: Willow Tree LLC  
303 Massachusetts Ave., NE  
Washington, DC 20002  
Attn: Erin Gorman, Managing Member  
Email: erin@dilaconstruction.com

If to ANC: Advisory Neighborhood Commission 6C  
PO Box 77876  
Washington, DC 20013-7787

Email: 6C02@anc.dc.gov

Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

**8. Withdrawal of Protest:** The ANC agrees to the issuance of the license and the withdrawal of its protest upon execution of this Agreement, if this Agreement is incorporated into all ABC Board orders issuing, amending, or renewing the license, which order is thereby conditioned upon compliance with this Agreement.

[signatures on the following page]

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date and year first above written.

**The ANC:**

Advisory Neighborhood Commission 6C

By:   
Leslie Merkle, Commissioner, ANC 6C02

**APPLICANT:**

Willow Tree LLC

By:   
Erin Gorman, Managing Member