

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

In the Matter of:

UpnSmoke III, LLC
t/a TBD

Applicant for a New
Medical Cannabis Retailer License

at premises
712 15th Street, N.E.
Washington, D.C. 20002

License No.: ABRA-126868
Order No.: 2024-047

UpnSmoke III, LLC, t/a TBD, Applicant

Zack Learman, Counsel, on behalf of the Applicant

Robb Dooling, Commissioner, Advisory Neighborhood Commission (ANC) 6A

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Silas Grant, Jr., Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that UpnSmoke III, LLC, t/a TBD, (Applicant), Applicant for a New Medical Cannabis Retailer License and ANC 6A have entered into a Settlement Agreement (Agreement), dated January 21, 2024, 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 Rob Dooling, on behalf of ANC 6A, are signatories to the Agreement.

Accordingly, it is this 31st day of January 2024, **ORDERED** that:

1. 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 modifications:

Section 6 (Exclusion of Minors from the Premises) – Delete text and amend as follows:

- (1) "The Licensee or its agents must request that all patrons seeking to purchase medical cannabis from the licensee show a valid identification before distributing medical cannabis to the qualified patient or caregiver. If a patient or caregiver fails to show valid identification, then the licensee is prohibited from serving medical cannabis to the patient or caregiver."
- (2) "When the establishment permits or allows caregivers or patients under the age of 21 into the establishment, at least one identification check shall occur at the time the patient or caregiver attempts to purchase or obtain medical cannabis. Once the Licensee or its agents confirm that the patient or caregiver is eligible or obtain medical cannabis, no additional identification checks are required under this subsection."
- (3) "The Licensee shall report all attempts by unqualified persons to purchase medical cannabis illegally to ABCA and MPD."

Section 12 (Behavior of Qualifying Patients) – This Section shall be modified to read: "The Applicant will report criminal conduct committed by persons within 100 feet of the establishment to MPD and will refuse to sell medical cannabis to any person engaging in criminal conduct while inside the establishment."

The parties have agreed to these modifications.

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

Donovan Anderson

Dr. S. A.

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SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is entered into on this 21/01/2024 day of _____, 2024 by and between UpNSmoke III LLC t/a UpNSmoke (the "Applicant") and Advisory Neighborhood Commission 6A (ANC 6A), collectively the "Parties", pursuant to D.C. Code § 25-446.

RECITALS

WHEREAS, the Applicant applied for a medical cannabis retailer license (ABCA-126868) with a delivery endorsement at 712 15th St NE Washington, D.C. 20002 (the "Premises"). The Premises was placarded on December 8, 2023.

WHEREAS, the Applicant and ANC 6A desire to enter into a voluntary Settlement Agreement which memorializes the terms and conditions under which ANC 6A has agreed to support Applicant's licensure at the Premises.

WHEREAS, the terms and conditions contained herein, are intended to ensure that the Applicant operates in manner that promotes neighborhood peace, order and quiet, preserves, safety, security and sanitation around the Premises and protects residential parking; and

WHEREAS, all terms of this Agreement are in compliance with relevant sections of the District of Columbia Official Code ("D.C. Code") and the District of Columbia Municipal Regulations ("D.C.M.R.").

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

AGREEMENT

1. **Nature of Business.** The Applicant has applied for a medical cannabis retail license to provide medical cannabis products to qualifying patients. The Applicant intends to operate subject to the terms and conditions of its license, permit or endorsement issued by the Board.

2. **Hours of Operation.**

- a. The Applicant's hours of operation will be from 9 a.m. to 9 p.m. daily.
- b. The Applicant will be open for medical cannabis retail sales from 10 a.m. to 8 p.m. daily.

- c. The Applicant will maintain visible signage at the entrance to the Premises that clearly identifies the hours of operation for medical cannabis retail sales.

3. **Noise.** The Applicant will take reasonable steps to ensure that there are no sounds, music, noises, bass or vibrations emanating from the Premises that would be audible to any residences in the vicinity of the Premises.

4. **Deliveries.** The Applicant will require all of its vendors, including other medical cannabis licensees, to make all deliveries no earlier than 9 a.m. and no later than 7 p.m. daily. The Applicant will encourage all vendors to park only in designated delivery areas. The Applicant will inform all vendors that parking outside of the designated delivery is illegal and agrees that it will not accept deliveries from vendors parked outside of the delivery area.

5. **Notice and Enforcement of Ban on On-Premises or Outdoor Consumption of Cannabis.** The Applicant will post signage at the front entrance to the Premises, which states: "Smoking, ingesting, or consuming medical cannabis on the premises is strictly prohibited." The Applicant will further advise qualifying patients and caregivers, either verbally or by written notice at the time of purchase, that medical cannabis can only be consumed in a residence or a safe use treatment facility and cannot be consumed on a street, sidewalk or in a public place. If the Applicant, its employees or agents know that a person has consumed alcohol, cannabis, medical cannabis or narcotics within 100 feet of the Premises on public space, the Applicant shall report the incident to the MPD.

6. **Exclusion of Minors from the Premises.** The Applicant will require all persons that enter the Premises to prove they are a registered medical cannabis patient or caregiver or that they are at least 21 years old and self certify as a medical cannabis patient.

7. **Maintenance of Public Space.** The Parties acknowledge that various commercial businesses and residents are located in close proximity to the Premises. The Applicant will ensure that the public sidewalk (up to and including the curb) in front of the entrance to the Premises are free of litter, bottles, cans, cigarette butts, trash and other debris in compliance with relevant D.C. Code and D.C.M.R. provisions at least twice daily during the hours of operation. To curtail nuisances related to cigarette smoke the Applicant agrees to post signage at the front entrance to the Premises, which states "No Smoking within 25 feet of the Entrance."

8. **Managing Trash and Recycling.** The Applicant will contract with a trash and recycling contractor to provide appropriate containers for trash and recycling designed to prevent rodent intrusion. The Applicant will require its trash and recycling contractors to pick up trash and

recycling no earlier than 7 a.m. and no later than 7 p.m. daily. The Applicant will comply with all ABCA regulations regarding the disposal of medical cannabis waste.

9. Rodent and Vermin Control. The Applicant will contract with a professional, licensed rodent, pest and vermin control company to provide control, as necessary, for the interior and exterior of the Premises.

10. Cooperation in Stemming Illegal Activity in the Vicinity of the Premises. To the full extent permitted by law, the Applicant will discourage illegal activities, including the consumption of cannabis and alcohol, in the vicinity of the Premises. The Applicant will use its best efforts to prohibit illegal or disruptive activities in the vicinity of the Premises and will maintain contact with the MPD and ABCA as appropriate.

11. Responding to Incidents in the Vicinity of the Premises. The Applicant shall comply with all existing laws and regulations related to documenting and reporting violent/threatening incidents, medical emergencies, and fire safety emergencies which occur inside the Premises to ABCA, the MPD and other government agencies in accordance with any time period mandated by law if known. The Applicant shall also require employees to document and report violent/threatening incidents, medical emergencies including overdoses associated with the use of illegal drugs, and fire safety emergencies, which occur in the vicinity of the Premises to ABCA, MPD, FEMS, or other appropriate government agency within 24 hours of the incident, if known. The reporting requirements contained in this Section shall be satisfied by using 311 or 911 to report the incident.

12. Behavior of Qualifying Patients and Caregivers. During the hours of operation, the Applicant will make commercially reasonable efforts to prevent qualifying patients and caregivers from causing noise or disturbances, in front of, or immediately adjacent to the Premises as they enter and exit the Premises. The Applicant will take reasonable measures to prevent a qualifying patient or caregiver that is behaving in an unruly or disruptive manner from entering the Premises; and will refuse to sell medical cannabis to any qualifying patient or caregiver that exhibits unruly or disruptive behavior while inside the Premises.

13. Parking and Traffic Mitigation.

- a. The Applicant will discourage its employees, vendors and qualifying patients from parking their vehicles illegally in areas with time limited or resident-only parking. The Applicant will encourage its employees to use public transportation, walk, electronic-cycle or bicycle to the Premises.
 - b. The Applicant shall strongly encourage vendors and contractors to park legally
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and, as reasonably necessary, work with DDOT, DPW or the appropriate District agency to resolve issues related to illegal parking by its vendors and contractors.

- c. The Applicant will notify qualifying patients, on its website or through other advertising or marketing, that parking in the vicinity of the Premises is extremely limited and will encourage qualifying patients to utilize public transportation, bicycle, electronic-cycle or walk to the Premises.

14. Availability of Settlement Agreement. The Applicant agrees to make copies of this Agreement available at Premises at all times and will ensure that its employees are familiar with the terms of this Agreement.

15. Security Plan. The Applicant shall comply with the terms of its Security Plan on file with the ABC Board.

16. Compliance with ABCA Regulations. The Applicant will abide by all D.C. Code provisions and ABCA regulations related to the ownership and operation of a medical cannabis licensee.

17. Participation in the ANC Meetings. The Applicant is encouraged to attend or send a representative, from time to time, to meetings of ANC 6A's ABC Licensing Committee.

18. Community Engagement. The Applicant will make reasonable efforts to hire members of the community and participate in community events. The Applicant will also regularly engage with organizations that serve the community.

19. Binding Effect. This Agreement will be binding upon and enforceable against the successors or assigns of the Applicant.

20. Notice and Opportunity to Cure. If ANC 6A considers the Applicant to be in breach of this Agreement, and before ANC 6A seeks intervention by another D.C. government entity, ANC 6A agrees to give Applicant 10 calendar days' notice and opportunity to cure. If the Applicant fails to begin the cure during those 10 calendar days, such failure will constitute cause for ANC 6A to file a complaint with the Alcoholic Beverage and Cannabis Administration. Any notices required to be made under this Agreement will be made in writing and sent via email to the Parties' or their designated representatives at the addresses below:

If to the Applicant:

UpNSmoke III LLC t/a UpNSmoke

Attn: Zack Learman

zlearman@mandijapllc.com

If to ANC 6A:

Advisory Neighborhood Commission 6A

6A@anc.dc.gov

Any party may change its notice address by written notice to the other. Failure to give notice shall not constitute a waiver of or acquiescence to the violation, but notice will be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action related to this Agreement.

21. Entire Agreement. This Agreement replaces, in full, any previous agreements between Applicant and ANC 6A.

22. Counterpart; Facsimile Signature. This Agreement may be executed in two or more counterparts which together shall constitute a single agreement. Execution of this Agreement may be made by any electronically transmitted signature, which shall constitute an original signature.

23. Modifications. This Agreement constitutes the only agreement between the Parties and may be modified only by the written agreement of the Parties.

[SIGNATURES ON NEXT PAGE]

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

ADVISORY NEIGHBORHOOD COMMISSION ANC 6A

A handwritten signature in black ink, appearing to read "Robb Dooling", is written over a horizontal line.

By: Robb Dooling

Title: Advisory Neighborhood Commissioner, 6A06

THE APPLICANT

A small, handwritten signature in blue ink, appearing to read "Ahmad Chaml", is written over a horizontal line.

By: Ahmad Chaml

Title: Member, on Behalf of UpnSmoke III, LLC