

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

**In the Matter of:** )  
 )  
DC Garden Hill, LLC )  
t/a Garden Hill )  
 )  
Applicant for New )  
Medical Cannabis Retailer License )  
 )  
at premises )  
1322 G Street, N.E. )  
Washington, D.C. 20003 )  
 )

License No.: ABRA-128406  
Order No.: 2025-801

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

**PARTIES:** DC Garden Hill, LLC, t/a Garden Hill, Applicant  
  
Edward Ryder, Chair, Advisory Neighborhood Commission (ANC) 6B,  
Protestant

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**ORDER APPROVING SETTLEMENT AGREEMENT**

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The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that the parties identified above have entered into a Settlement Agreement (Agreement) 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. This Agreement constitutes a withdrawal of the Protest above the Protestants identified in this Order. Accordingly, on this 16<sup>th</sup> day of July 2025, the Settlement Agreement attached to this Order and submitted by the parties to govern the operations of the Applicant’s establishment is **APPROVED** and **INCORPORATED** as part of this Order in accordance with Chapter 16B of Title 7 of the D.C. Official Code and the associated regulations.

As part of this agreement, the ANC has **WITHDRAWN** its protest and any objections filed against the Application.

The Agreement, with the consent of the parties, shall be further modified as follows:

In section 5, the following terms shall be deleted:

**Applicant will provide ANC6B and the ABC Board with a written plan that will be attached to this SA explaining its process for complying with ABCA regulations relating to patient verification.**

and replaced as follows:

**Applicant will provide ANC6B and the ABC Board with a written plan that will be attached to this SA explaining its process for complying with ABCA regulations relating to home deliveries.**

The following term shall be included in section 5:

**Applicant will provide the ABC Board with a written plan that will be attached to this SA explaining its process for complying with ABCA regulations relating to patient verification and another document explaining its process for complying with ABCA regulations relating to home deliveries.**

Finally, § 6(c) shall be deleted.

A Copy of this Order shall be sent to the Parties.

District of Columbia  
Alcoholic Beverage and Cannabis Board

eSigned via SeamlessDocs.com  
*Donovan Anderson*  
Key: ac430b06c09d5f0e4b790003d1dccc8

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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

*David Meadows*

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David Meadows, Member

Any party adversely affected may file a Motion for Reconsideration of this decision within ten days of service of this Order with the Alcoholic Beverage and Cannabis Administration, 899 North Capitol Street, N.E., Suite 4200-A, Washington, D.C. 20002. Also, pursuant to § 11 of the *District of Columbia Administrative Procedure Act*, Pub. L. 90-614, 82 Stat. 1209, D.C. Code § 2-510 (2001), and Rule 15 of the District of Columbia Court of Appeals, a party that is adversely affected may have the right to appeal this Order by filing a petition for review, within 30 days of the date of service of this Order, with the District of Columbia Court of Appeals, located at 430 E Street, N.W., Washington, D.C. 20001. Parties are advised that 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). Parties are further advised that the failure to present all matters of record that have allegedly been erroneously decided in a motion for reconsideration may result in the waiver of those matters being considered by the Board. The Board also reserves the right to summarily deny or not consider multiple and repetitive motions.

Parties are also advised that the Superior Court of the District of Columbia may have jurisdiction to hear appeals in non-contested cases or in matters where that court is specifically provided jurisdiction by law. Finally, advisory neighborhood commissions (ANCs) are advised that their right to appeal or challenge a decision of the Board may be limited by the laws governing ANCs. *See e.g.*, D.C. Code § 1-309.10(g).

**SETTLEMENT AGREEMENT BY AND BETWEEN  
ADVISORY NEIGHBORHOOD COMMISSION 6B  
and  
DC Garden Hill LLC**

Pursuant to DC Code § 7-5440, this Settlement Agreement, (“Agreement”), between **DC Garden Hill LLC** (“Applicant”), and Advisory Neighborhood Commission 6B (“ANC 6B”), takes effect on the date of its approval by ANC 6B. This agreement covers the Applicant’s business at **1322 G St, SE** Washington, DC 20003 (“Premises”).

WHEREAS, Applicant applied (**ABRA-128406**) to the DC Alcoholic Beverage and Cannabis Administration (“ABCA”) for a new medical cannabis retailer license of approximately **850 square feet (as may be amended by future ABCA filings)** of the Premises to permit Applicant to sell cannabis flower, cannabis concentrates, and a line of edible products to registered patients, along with a delivery endorsement, permitting Applicant to provide home delivery service of cannabis products to registered DC patients; and

WHEREAS, Applicant and ANC 6B seek to enter into a voluntary Agreement memorializing the terms and conditions upon which ANC 6B agrees to support Applicant's license application, conditioned on Applicant’s promise to operate to minimize the Establishment’s impact on (i) neighborhood peace, order, and quiet; (ii) pedestrian safety and vehicular traffic; (iii) real property values of nearby residential properties; (iv) residential parking; and (v) security and sanitation of the area around the Premises;

NOW, THEREFORE, Applicant and ANc6B agree as follows:

1. ANC 6B Promise. Conditioned on the Applicant’s approval of, and fulfillment of its promises under this Agreement, including the recitals above, ANC 6B agrees to support Applicant’s application before ABCA to secure a medical cannabis retailer’s license, with delivery endorsement.
2. Nature of the Business. Applicant will own and operate a medical cannabis retail facility (“Retailer”) where the Applicant will permit qualifying patients to purchase medical cannabis products only in the interior of the Premises or by home delivery of cannabis products to registered patients in D.C.
3. Hours of Operation; Sales, Service.
  - a. The Applicant’s hours of operation, sales, and home delivery shall not exceed or extend beyond the following:

Retailer Hours of Operation shall be as follows:  
**Sunday – Saturday: 10 AM – 9 PM**

Retailer hours of sales to the public within the Premises to qualifying patients shall be as follows:  
**Sunday – Saturday: 10 AM – 9 PM**

Retailer Hours of home delivery to qualifying patients shall be as follows shall be as follows:  
**Sunday – Saturday: 10 AM – 8 PM**

Applicant will maintain visible signs at the Premises’ entrance clearly identifying the hours of medical cannabis retail sales.

Applicant reserves the right to change its hours of operation upon prior approval of ABCA.
4. Maximum Purchase of Cannabis per 30-day Period. Applicant will limit the amount of cannabis or cannabis infused products sold or dispensed, in any form to a qualifying registered patient, or a

patient's parent, guardian or caregiver, to a cumulative 30-day total not to exceed the limitations set forth in 22 DCMR § 301.1, or any subsequent law.

5. Verification.

- a. On-Site Sales: Applicant will comply with all ABCA regulations relating to verification of the identity of individuals who enter the Premises, including any regulations that require Applicant to institute and maintain a process, other than self-affirmation, to verify:
  - 1. The identify of any individual who enters the Premises and that the individual is a qualified patient with a valid medical cannabis card; and,
  - 2. Any adult accompanying a qualifying patient under 18 that this adult is actually the patient's parent or guardian.

Applicant will provide ANC6B and the ABC Board with a written plan that will be attached to this SA explaining its process for complying with ABCA regulations relating to patient verification.

- b. Home Deliveries: Applicant will comply with all ABCA regulations including 22C DCMR § 5703.3 relating to home delivery of cannabis, including any regulations that require Applicant to institute and maintain a process, other than self-affirmation, to verify:
  - 1. The qualifying patient recipient of a medical cannabis home delivery is physically present at the residence and is the same person who placed the order;
  - 2. Pursuant to ABCA regulations, Applicant shall maintain a delivery manifest (using METRC) to track delivery of cannabis to and document receipt of each delivery in the METRC delivery manifest system immediately upon delivery;
  - 3. For home deliveries to a patient under 18 years old, the delivery of cannabis is handed directly to the patient's adult parent or guardian.

Applicant will provide ANC6B and the ABC Board with a written plan that will be attached to this SA explaining its process for complying with ABCA regulations relating to home deliveries.

6. Security Plan, Access Control, and Prohibited Activities. Applicant shall develop, file with ABCA, and follow a security plan to control access to the Premises and its limited access area of the premises. The security plan will include processes and procedures that cover the following operational conditions:

- a. A process for verifying qualifying patients as set forth in Section 5.
- b. Exclusion of Minors. Applicant shall limit access beyond the front lobby to anyone under the age of 18 unless the individual is a registered qualified minor patient and is accompanied by their parent or guardian. Applicant shall comply with all ABCA signage requirements at the Premises, including any requirements that may require Applicant to post a sign at the entrance to the Premises that states, "Persons under the age of 18 are precluded from entering the Premises unless they are a qualifying patient and accompanied by a parent or guardian."
- c. No Food or Beverage Sales. Except for regulated cannabis-infused products, Applicant will not sell any food or beverages, including alcoholic beverages.
- d. No On-Premises Consumption of Cannabis. Applicant shall not, at any time, permit anyone to consume cannabis, tobacco products, or alcohol on the Premises, except that Applicant may apply for a Safe-Use and/or educational tasting endorsement so long as Applicant complies with all ABCA rules and regulations related thereto, and upon receipt of such endorsement, Applicant

shall have the right to offer cooking classes, demonstrations and tastings in accordance with ABCA rules and regulations. Applicant may apply for a safe-use treatment facility endorsement so long as Applicant complies with all ABCA rules and regulations related thereto and upon receipt of such endorsement, Applicant shall have the right to permit consumption of cannabis in accordance with ABCA rules and regulations. However, if Applicant applies for such endorsement, it will maintain a certificate of occupancy with an occupancy limit.

- e. **Notice and Enforcement of Ban on On-Premises or Public Consumption of Cannabis.** Applicant shall take reasonable steps to ensure that Applicant’s customers, including qualifying patients or caregivers, do not consume medical cannabis products in any public space adjacent to the Premises, such as the sidewalk immediately in front of the Premises. Reasonable steps will include posting the following sign at the Premises’ entrance: “Smoking, ingesting, or consuming medical cannabis in public is strictly prohibited.”
- f. **Security Camera and Video Monitoring.** Applicant shall install security cameras of sufficient video quality to clearly monitor activity outside of all entrances into the Premises and the adjacent public alley. Applicant shall store such video footage for at least 7 days and agrees to provide access to the Metropolitan Police Department (MPD), ABCA investigators and other government agencies as required by law.
- g. **Loitering and the Use of Illegal Drugs.** Applicant will use reasonable efforts to discourage loitering immediately outside the Premises, including by posting a “No Loitering” sign in the alley. Applicant will use reasonable efforts to monitor and prevent the sale or use of illegal substances inside the Premises, and cooperate with ABCA investigators and the Metropolitan Police Department investigating illegal activities. Further, Applicants will take reasonable steps to ensure that customers do not block the sidewalk in front of the Premises.
- h. **No Live Entertainment; Noise Mitigation.** Applicant shall not provide live music entertainment within the Premises unless approved in advance by ABCA, shall not install speakers on the exterior of the premises, and will not play music or emit sound or noise audible beyond the Premises’ entrance, except in instances when sound may be audible when individuals are entering or exiting the Premises.

7. **Trash Management and Public Space Maintenance.** Applicant shall adhere to the following conditions with respect to the disposal of cannabis products and byproducts (“Waste”), recyclable and non-recyclable trash (“Trash”) and to the sanitary maintenance of public space and trash area:

- a. **Public Space Maintenance.** Applicant shall regularly inspect and use reasonable efforts to clean the public space extending the width of the Premises from the storefront to the curb front to keep such area free of garbage, trash, ice, snow, smoking material, and other debris.
- b. **Interior Trash and Waste Storage.** Applicant shall store all trash and cannabis waste and byproducts inside the premises and shall not use any exterior space for this purpose. If such interior space is not available, Applicant shall ensure, at a minimum, that cannabis waste and byproducts are rendered unusable (e.g., mixing it with cat litter) prior to disposal in any receptacles stored in the rear yard of the Premises or other public space such as an alley or sidewalk.
- c. **Rodent-Resistant Receptacle Usage.** Applicant shall use and maintain commercially available rodent-resistant trash receptacles with tight-fitting lids for all trash, unusable cannabis and byproducts stored on the exterior of the building. Applicant shall promptly replace any waste or trash receptacles that are sufficiently damaged, so they are no longer rodent-resistant.
- d. **Trash and Waste Collection.** Applicant shall contract with one or more waste management and recycling vendor(s) to collect all recyclable and non-recyclable trash a minimum of 1 day per week or more frequently, if necessary, to prevent trash receptacles from exceeding their capacity.

Applicant's contract with the waste management vendor will specify that trash collection will occur between 9 am and 8 pm.

- e. Pest and Rodent Control. Applicant will enter into and maintain a contract for a regular plan of pest control, including baiting or similar rodent-abatement measures.

8. Deliveries and Parking.

- a. Deliveries and Access to the Premises. Applicant will encourage vendors, staff, and qualifying patients to access the Premises by foot, rail, bus, or bicycle. Applicant will encourage cannabis product delivery vendors who drive to park in designated commercial loading zones and to make deliveries through the front entrance of the Premises on Pennsylvania Avenue, SE. Applicant will advise employees and vendors that parking, even temporarily, in any manner that blocks vehicular traffic lanes, dedicated bicycle lanes, or bus lanes is prohibited and could result in the vehicle's getting ticketed or towed. Additionally, Applicant shall inform staff that repeated violation could be grounds for the Applicant to terminate their commercial or professional relationship.
- b. Home Deliveries. Applicant will require anyone making home deliveries on their behalf to abide by DC parking regulations, and will prohibit the parking of vehicles used for home delivery in any manner that blocks vehicular traffic lanes, dedicated bicycle lanes, or bus lanes.

9. Notice to Cure. In the event that any of the parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement by the ABCA Board. Unless the breach is of an emergency nature or if a breach represents a repeated breach of the same term of this Agreement in a ninety (90) day period of time, then reasonable notice and opportunity shall be provided for a cure within 15 calendar days of the date of receipt of such notice. ANC 6B will notify **Mark Lumpkins [202-853-5077; DC.GardenHill@GMail.com]** of any alleged violations. If Applicant refuses or fails to commence the cure or diligently pursue a cure within the 15 day period, such refusal or failure shall constitute a cause for requesting a formal investigation, or other actions allowed by the ABC Board. If, however, a breach reasonably requires more than 15 days to cure, Applicant will notify the parties with a timeline for commencing the cure and addressing the breach.

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

11. Changes to Agreement. This Agreement may only be modified by written agreement of all the parties or their successors.

12. Counterpart and 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.

13. Access to Agreement. Applicant will make copies of this Agreement available at the Premises at all times and will ensure that its employees and delivery staff are understand the terms of this Agreement.

IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.

APPLICANT:

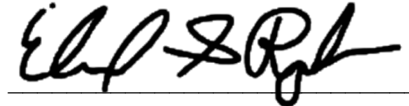
**DC Garden Hill LLC  
1322 G St, SE Washington, DC 20003  
Mark Lumpkins  
202-853-5077  
DC.GardenHill@GMail.com**

Signature: \_\_\_\_\_ 

Date: June 25 2025

ANC 6B:

Edward Ryder, Chair  
Advisory Neighborhood Commission 6B  
700 Pennsylvania Avenue, SE, 2<sup>nd</sup> Floor  
Washington, DC 20003  
6b@anc.dc.gov

Signature: \_\_\_\_\_ 

Date: 06/25/2025

## **DC GARDEN HILL LLC**

### **Medical Cannabis Retailer – Operations & Compliance Plan**

**Location:** 1322 G Street SE, Washington, DC 20003

**Ward:** 6 | ANC: 6B

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## **1. Overview**

DC GARDEN HILL LLC is a licensed medical cannabis retailer committed to serving qualifying patients and caregivers in full compliance with DC law and ABCA regulations. The dispensary will offer in-store and home delivery services while prioritizing community safety, patient privacy, and regulatory compliance.

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## **2. Customer / Patient License Verification Protocol**

To ensure strict adherence to ABCA medical cannabis program requirements, DC GARDEN HILL LLC will follow a multi-step license verification process for **in-store and delivery orders**:

### **a. Pre-Entry Verification (In-Store)**

- Upon arrival, each customer must present a valid **DC Medical Cannabis Patient Card** (or reciprocal ID if applicable).
- A trained receptionist verifies:
  - Expiration date
  - Authenticity of ID (checking ABCA database as necessary)
  - Matching government-issued photo ID

### **b. Digital Records Check**

- Verified patients are logged into our **state-compliant POS system**.
- System flags any expired or revoked cards.
- Purchase limits tracked per day and per rolling 30-day period in accordance with DC regulations.

### **c. Delivery Order Verification**

- Patient must register online or by phone and provide:
    - Valid patient ID number
    - Matching government-issued ID
    - Proof of DC residency (or approved reciprocity)
  - Patient information is reviewed by staff and confirmed through the ABCA database before fulfilling an order.
  - No delivery is scheduled without prior license verification.
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## **3. Home Delivery Operations Plan**

DC GARDEN HILL LLC intends to offer **safe, compliant, and efficient** medical cannabis home deliveries within the District.

### **a. Hours of Delivery**

- Deliveries will take place between **9:00 AM and 9:00 PM**, in compliance with ABCA regulations.

### **b. Delivery Staff Protocol**

- All drivers will:
  - Be registered employees of DC GARDEN HILL LLC
  - Pass background checks
  - Receive training on HIPAA, secure transport, and customer privacy

### **c. Delivery Procedures**

- Orders prepared and packaged at 1322 G St SE location
- Order logged into manifest including:

- Patient name and address
- Product type, weight, and quantity
- Time of delivery and employee assigned
- Driver verifies patient ID and signature upon delivery.
- Payments processed securely via compliant methods (cash or ABCA-approved platforms)

#### **d. Security Measures**

- Delivery vehicles unmarked and equipped with:
    - GPS tracking
    - Lockable containers for transport
    - Dash cams
  - No more than \$3,000 of product carried per delivery run.
  - Real-time tracking and dispatch logs maintained.
- 

## **4. Community Engagement & Mitigation Measures**

DC GARDEN HILL LLC is committed to being a **responsible and positive addition to the Capitol Hill / Hill East neighborhood.**

### **a. Good Neighbor Commitments**

- No loitering policy and monitored storefront.
- Professional security on-site during business hours.
- Lighting and camera surveillance surrounding property.
- Participation in ANC 6B meetings and neighborhood cleanups.

- Direct phone number for community concerns.

#### **b. Odor & Noise Control**

- Ventilation and carbon filtration systems installed to eliminate odor.
  - No consumption allowed on premises.
  - No amplified music outdoors.
- 

### **5. Compliance and Recordkeeping**

- POS system integrates with ABCA requirements.
  - All sales, deliveries, and patient data recorded and securely stored.
  - All employees trained on:
    - DC Medical Cannabis Regulations
    - Data privacy and HIPAA compliance
    - Anti-diversion protocols
- 

### **6. Conclusion**

DC GARDEN HILL LLC will operate with the highest standards of **safety, legality, and professionalism**, prioritizing patient health and neighborhood harmony. We respectfully request the support of ABCA and ANC 6B in approving our location and delivery operations as a compliant medical cannabis retailer.