

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

In the Matter of:)
)
New Leaf Smoke Shop, LLC)
t/a New Leaf Smoke Shop)
)
Applicant for a New)
Medical Cannabis Retailer License)
)
at premises)
416 H Street, N.E.,)
Washington, D.C. 20002)
)

Case No.: 24-PRO-00004
License No.: ABRA-126727
Order No.: 2024-399

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

ALSO PRESENT: New Leaf Smoke Shop, LLC, t/a New Leaf Smoke Shop, Applicant

Issa Bannourah, on behalf of the Applicant

Mark Eckenwiler, Chairperson, Advisory Neighborhood Commission
(ANC) 6C, Protestant

Martha Jenkins, General Counsel
Alcoholic Beverage and Cannabis Administration

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

The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that New Leaf Smoke Shop, LLC, t/a New Leaf Smoke Shop, (Applicant), Applicant for a New Medical Cannabis Retailer License and Advisory Neighborhood Commission (ANC) 6C have entered into a Settlement Agreement (Agreement), dated April 30, 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 Drew Courtney, designated representative 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 May 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:

I. Section (1), Sentence (#1): Delete and replace as follows:

“Applicant has applied to operate as a Medical Cannabis Retailer under District law.”

II. Section (1), Sentence (#5-6): Delete sentences 5 and 6 in section 1.

III. Section (7), Sentence (#1): Delete and replace as follows:

“The Applicant's operation shall at all times comply with the D.C. Noise Control Act.”

IV. A new section to the agreement shall be added providing the following:

“The official contact information of the parties shall be as follows:

Issa Bannourah
416 Hst NE DC 20002
703-201-3887
issabannourah@yahoo.com

ANC 6C
PO Box 77876,
Zip Code 20013-7787
6c@anc.dc.gov
<https://anc6c.org/>”

The parties have agreed to these modifications.

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

District of Columbia
Alcoholic Beverage and Cannabis Board

eSigned via SeamlessDocx.com
Donovan Anderson
Key: ac432b9b56d5f0e4b730693d1dccc8

Donovan Anderson, Chairperson

eSigned via SeamlessDocx.com
James Short
Key: 547ae373f820de6ac8d1b332642048ec

James Short, Member



Silas Grant, Jr., 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 14th 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 between Advisory
Neighborhood Commission 6C and New Leaf
Smoke Shop

*New Leaf Smoke Shop, LLC t/a New Leaf
Smoke Shop*

April 30, 2024

416 H Street, N.E., Medical Cannabis Retailer
License No.: ABRA-126727

Prefatory language

This agreement is made and entered into this 30th day of April, 2024 by and between New Leaf Smoke Shop LLC doing business as New Leaf ("Applicant") and Advisory Neighborhood Commission 6C ("Protestant").

WHEREAS Applicant has filed an application with the District of Columbia Alcoholic Beverage and Cannabis (ABC) Board ("ABC Board") new Medical Cannabis Retailer license ("License") for premises 416 H Street NE, Washington, DC, and

WHEREAS, in recognition of the ABC Board's policy of encouraging parties to a protested proceeding to settle their differences by negotiating agreements, the parties hereto being desirous of entering into an agreement whereby, subject to approval of the ABC Board, Applicant will agree to adopt certain measures to address the Protestant's concerns and Protestant will agree to the issuance of the License and withdraw its Protest.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings memorialized herein, the parties agree as follows:

Body of agreement

- 1. Nature of Business:** Applicant will operate at all times as a Medical Cannabis Retailer licensee under District law. Applicant will not make its premises available to non-employee promoters for presentation of advertised parties or events intended to generate profit for such promoters. Applicant will not participate in any pub-crawl-type promotions. Applicant shall not provide live entertainment (including, but not limited to, live music, DJs, and dancing) or charge a cover/entry fee. Applicant shall not install or operate game-of-skill devices or sports-wagering devices or kiosks. Applicant will not sell or serve beer, wine, or spirits. Applicant will not sell, provide or gift entheogenic plants or fungi, or other psychedelic drugs.
- 2. Hours of Inside Operation and Service:** The hours of operation inside the premises shall be 8 am to 10 pm Sunday through Saturday.
- 3. Summer Garden Operation and Service:** At no point will patrons smoke cannabis in any un-enclosed area. At the end of the summer garden hours of operation, no patrons shall remain in the summer garden area. Applicant will not play amplified music in any outdoor area.
- 4. Deliveries:** To maintain the peace, order, and quiet of the surrounding neighborhood, Applicant shall receive all deliveries (whether of food, beverages, or other materials and supplies) between 7 am and 7 pm Monday-Saturday. Vehicles making deliveries shall not idle their engines.

5. **Public Space:** The applicant will not place any displays, signs, tables, speakers, stanchions, barriers, decorations or other items in public space. Applicant will prevent patrons from queuing outside or blocking clear passage of adjoining sidewalks. Advertisements for products shall not be visible from public space.
6. **Capacity:** The total occupancy load inside the premises is 35. The occupancy load as well as a summer garden is 5. At no point will the Applicant allow occupancy loads to be exceeded.
7. **Noise Suppression:** The Applicant's operation shall at all times comply with the D.C. Noise Control Act and D.C. Official Code § 25-725. Applicant acknowledges that noise is a critical issue for the neighborhood.
 - a. Applicant shall encourage employees and patrons to be considerate of residents in the neighborhood by keeping voices and other noises at a level that will not disturb the peace, order, quiet, and tranquility of residents in the enjoyment of their homes.
 - b. Applicant will not dispose of glass bottles in outdoor trash or recycling receptacles after 8:00 p.m.
 - c. Applicant shall keep the exterior door(s) and window(s) closed at all times except when there is an emergency or when patrons and staff are entering or exiting the interior premises.
 - d. Applicant will not play amplified music in any outdoor area.
8. **Smell Suppression:** Smoke and smells from cannabis and cannabis related products shall not be detectable outside of establishment. Air filtering system shall be a permanent part of infrastructure of any structure in which cannabis is consumed or sold.
9. **Waste Pick-Up and Removal:** Applicant will maintain regular trash and recycling removal service only during the hours 7 am and 7 pm Monday-Saturday
10. **Sanitation and Pest Control:** The Applicant shall keep trash, recycling, and grease container lids tightly closed and incapable of being entered by rodents, to limit odors and help control the pest (insect) and rodent population. Applicant will contract for regular rodent and pest abatement.

11. **Maintenance of Property:** Applicant will clear snow from the sidewalk adjacent to the premises within three (3) daylight hours after snowfall ends.
12. **Withdrawal of Protest:** Protestant agrees to the issuance/renewal of the license and the withdrawal of its protest upon execution of this Agreement, if this settlement agreement is incorporated into all ABC Board orders issuing, amending, or renewing the license, which order is thereby conditioned upon compliance with this agreement.
13. **Right to Seek Redress:** The parties agree that any failure of the Applicant to adhere to the foregoing commitments will constitute a breach of this agreement and grounds for the Protestant to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(e) to enforce the provisions of the agreement.

Signature block

IN WITNESS WHEREOF, the parties place their signatures to this agreement, this 30th day of April, 2024.

New Leaf Smoke Shop LLC t/a New Leaf



Issa Bannourah

Advisory Neighborhood Commission 6C



Drew Courtney

Citizen Chair, ANC 6C Alcoholic Beverage Licensing Committee
(as designated ANC 6C representative)