

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

In the Matter of:

1314 9th Street, LLC

t/a Chill Tobacco

Applicant for a New
Medical Cannabis Retailer License

at premises

1314 9th Street, N.W.

Washington, D.C. 20001

License No.: ABCA-126788

Order No.: 2024-109

BEFORE:

Donovan Anderson, Chairperson

James Short, Member

Silas Grant, Jr., Member

ALSO PRESENT: 1314 9th Street, LLC, t/a Chill Tobacco, Applicant

Samer Bassa, Designated Representative, on behalf of the Applicant

Rachelle P. Nigro, Chairperson, Advisory Neighborhood Commission
(ANC) 2G, Protestant

Martha Jenkins, General Counsel
Alcoholic Beverage and Cannabis Administration

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that 1314 9th Street, LLC, t/a Chill Tobacco, (Applicant), Applicant for a New Medical Cannabis Retailer License and Advisory Neighborhood Commission (ANC) 2G have entered into a Settlement Agreement (Agreement), dated February 12, 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 Steven McCarthy, on behalf of ANC 2G, are signatories to the Agreement.

Accordingly, it is this 13th day of March 2024, **ORDERED** that:

1. The Application filed by 1314 9th Street, LLC, t/a Chill Tobacco, for a New Medical Cannabis Retailer's License, located at 1314 9th Street, N.W., Washington, D.C. 20001, is **GRANTED**;
2. The above-referenced Settlement Agreement submitted by the Parties to govern operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
3. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage and Cannabis Board

eSigned via SeameesDocu.com
Donovan Anderson
Key: ac432b99b56d5f0e4b730950d1d0c08

Donovan Anderson, Chairperson

eSigned via SeameesDocu.com
James Short
Key: 5470e373f020de6ac8d1b332d2948e

James Short, Member



Silas Grant, Jr., Member

Pursuant to 23 DCMR §9723.1 (2003) 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 (30) 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 pursuant to 23 DCMR §1719.1 (2008) 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 (the "Agreement") is entered into on this 12th day of **February**, 2024 by and between 1314 9th St, LLC t/a Chill Tobacco (the "Applicant") and Advisory Neighborhood Commission 2G (ANC 2G), collectively the "Parties", pursuant to D.C. Code § 25-446.

RECITALS

WHEREAS, the Applicant applied for a medical cannabis retailer license (ABCA-126788) with a delivery endorsement at 1314 9th Street NW Washington, D.C. 20001 (the "Premises"). The Premises was placarded on December 15, 2023.

WHEREAS, the Applicant and ANC 2G desire to enter into a voluntary Settlement Agreement which memorializes the terms and conditions under which ANC 2G 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 will own and operate a medical cannabis retail facility on the Premises. The Applicant will provide cannabis flowers, cannabis concentrates, a line of edibles and delivery services to registered medical cannabis patients in the District.
2. **Hours of Operation.**
 - a. The Applicant's hours of operation will be from 9 a.m. to 10 p.m. daily.
 - b. The Applicant will be open for medical cannabis retail sales from 10 a.m. to 9 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.** Licensee agrees not to generate amplified music and other amplified sounds that may be heard in a residence with its windows and doors closed. Specifically, 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 and rear alley entrances to the Premises, which states: "Smoking, ingesting, or consuming medical cannabis on the premises is strictly prohibited." The Applicant will further advise qualifying patients, either verbally or by written notice, that medical cannabis cannot be consumed on a street, sidewalk or in a public place. If the Applicant witnesses a violation by a qualifying patient, the Applicant will report public consumption of cannabis, medical cannabis, alcohol, or other narcotics to the Metropolitan Police Department. If the Applicant becomes aware of a violation by a qualifying patient, the Applicant will take reasonable steps to prevent the qualifying patients from entering the Premises.

6. **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 and the alley located immediately adjacent to the rear of 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. To curtail nuisances related to cigarette smoke the Applicant agrees to post signage at the front and rear alley entrances to the Premises, which states "No Smoking within 25 feet of the Entrance."

7. **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.

8. 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.

9. Cooperation in Stemming Illegal Activity. The Applicant shall to the full extent permitted by law discourage illegal activity in the vicinity of the Premises. The Applicant agrees to monitor for and prohibit illegal or disruptive activities in the vicinity of the Premises and will maintain contact with the Metropolitan Police Department and ABCA as appropriate.

10. No Parking in Public Alley. The Parties acknowledge that various commercial and residences are located next to the public alley and fire lane which are adjacent to the Premises. To assist in keeping the public alley and fire lane clear of vehicles, promote community safety, reduce the risk of crime and deter opportunities for noise and illegal parking, the Applicant agrees to the following:

- a. The Applicant and its employees and/or delivery drivers will not park in the public alley next to or behind the Premises, or stop in such a way as to block the public alley or fire lane.
- b. The Applicant will post signage in the rear alley and fire lane outside of the Premises warning patients, employees and vendors not to stop or park for any reason in the public alley or fire lane.

11. 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.

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

13. 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.

14. Participation in the ANC Meetings. The Applicant is encouraged to attend or send a representative, from time to time, to meetings of ANC 2G's ABC Licensing Committee.

15. Community Engagement. The Applicant is encouraged to hire members of the community and to participate in community events. The Applicant is also encouraged to regularly engage with organizations that serve the community

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

17. Notice and Opportunity to Cure. If ANC 2G considers the Applicant to be in breach of this Agreement, and before ANC 2G seeks intervention by another D.C. government entity, ANC 2G 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 2G 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:

1314 9th St, LLC t/a Chill Tobacco
Attn: Samer Bassa
1314 9th St NW
Washington, D.C. 20001
thechilltobacco@yahoo.com

If to ANC 2G:

Advisory Neighborhood Commission 2G
P.O. Box 26181
Washington, D.C. 20001
2G@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.

19. Entire Agreement. This Agreement replaces, in full, any previous agreements between Applicant and ANC 2G.

20. 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.

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


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

ADVISORY NEIGHBORHOOD COMMISSION ANC 2G


By: Steven McCarty

Title: Advisory Neighborhood Commissioner, 2G 04

THE APPLICANT


By: Samer Bassa

2/12/24

Title: Owner, 1314 9th St, LLC t/a Chill Tobacco