

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

In the Matter of:)
)
District Gaslight, LLC)
t/a District Gaslight)
)
Applicant for a New)
Medical Cannabis Retailer License)
)
at premises)
1738 14th Street N.W.,)
Washington, D.C. 20009)
)

License No.: ABCA-126785
Order No.: 2024-646

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

ALSO PRESENT: District Gaslight, LLC, t/a District Gaslight, Applicant

Meraf Berhan, Designated Representative, on behalf of the Applicant

Joseph Florio, Chairperson, Advisory Neighborhood Commission (ANC)
2F, Protestant

Martha Jenkins, General Counsel
Alcoholic Beverage and Cannabis Administration

**ORDER ON SETTLEMENT AGREEMENT AND WITHDRAWAL OF ANC 2F’S
PROTEST**

The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that District Gaslight, LLC, t/a District Gaslight, (Applicant), Applicant for a New Medical Cannabis Retailer License and Advisory Neighborhood Commission (ANC) 2F have entered into a Settlement Agreement (Agreement), dated September 15, 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 Chairperson, Joseph Florio, on behalf of ANC 2F, are signatories to the Agreement.

Accordingly, it is this 18th day of September 2024, **ORDERED** that:

1. The Application filed by District Gaslight, LLC, t/a District Gaslight, for a New Medical Cannabis Retailer's License, located at 1738 14th Street N.W., Washington, D.C. 20009, 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 SeamlessDocx.com
Donovan Anderson
Key: ac432b9b59d5f0e4d730693d1dccc8

Donovan Anderson, Chairperson

eSigned via SeamlessDocx.com
James Short
Key: 547ae373f820de6ac8e1b332d22948e

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 (“Agreement”) is made on this 15 day of September, 2024 by and between District Gaslight, LLC (“Applicant”) and Advisory Neighborhood Commission 2F (“ANC 2F”), collectively the “Parties” pursuant D.C. Code § 25-446.

RECITALS

WHEREAS the Applicant has applied for a Medical Cannabis Retailer License (ABRA-126785) with a Delivery Endorsement (“License”) at 1738 14th Street N.W (the “Establishment”);

WHEREAS the Applicant and ANC 2F desire to enter into this Agreement pursuant to DC Code § 25-446 to address concerns related to peace, order, and quiet and to eliminate the need for a Protest Hearing regarding the License application;

WHEREAS the Parties request that the Alcoholic Beverage & Cannabis Board (“ABC Board”) approve the Applicant’s License application conditioned upon Applicant’s compliance with the terms of this Agreement; and

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

AGREEMENT

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
2. **Nature of Business.** The Applicant has applied for a Medical Cannabis Retail License to provide medical cannabis products to qualifying patients. The proposed facility, with approximately 1,500 square feet of space, will provide cannabis flowers, cannabis concentrates, and a line of edible products and home delivery services to registered patients in Washington D.C. The applicant intends to operate subject to the terms and conditions of its license, permit and endorsements issued by the ABC Board.
3. **Hours of Operation.**
Hours of Operation for Retailer: Sunday -Saturday 9AM – 9PM
Hours of Retailer Sales Open to the Public: Sunday- Saturday 9AM-9PM
Hours of Delivery for Retailer: Sunday-Saturday 9AM-9PM
4. **Noise.** The Applicant shall adhere to DC Code § 25-725 with respect to emanation of noise from the Establishment. Applicant shall undertake such measures as reasonably are required to preclude unreasonable disturbance to occupants of abutting residential

units from emanation of noise or vibration from the Establishment, including from patrons entering, or exiting the Establishment, that would be audible in any residences in the vicinity of the Establishment. The Applicant shall not use interior speakers to play sounds, music, noises, or bass to the exterior of the Establishment through open doors and windows.

- 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 Establishment, 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 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 Establishment on public space, the Applicant shall report the incident to the Metropolitan Police Department (“MPD”).
- 6. Cooperation in Stemming Illegal Activity in the Vicinity of the Establishment.** To the Full extent permitted by law, the Applicant will discourage illegal activities, including the consumption of cannabis, medical cannabis and alcohol in the vicinity of the Establishment. The Applicant will use commercially reasonable efforts to prohibit illegal or disruptive activities in the vicinity of the Establishment and will maintain contact with MPD and the Alcoholic Beverage & Cannabis Administration (“ABCA”) as appropriate.
- 7. Prevention of Illegal Cannabis Sales.**

 - (a)** The Applicant and its agents must request that all qualified patients seeking to purchase medical cannabis from the licensee show a valid government issued photo identification before distributing medical cannabis to the qualified patients or caregivers. If a patient or caregiver fails to show valid identification, the Applicant will not distribute medical cannabis to the patient or caregiver.
 - (b)** When the Applicant permits or allows caregivers of patients under the age of 21 to the Establishment, the Applicant or its agents must perform at least one identification check at the time the patient or caregiver attempts to purchase or obtain the medical cannabis. Once the Applicant or its agents confirm that the patient or caregiver is legally permitted to obtain medical cannabis, no additional identification checks are required.
 - (c)** The Applicant will report all attempts by unqualified persons to purchase medical cannabis illegally to ABCA and the MPD.
- 8. Security Plan.** The applicant shall have a security plan to uphold the safety of the employees of the establishment and the products, its patrons and of the community. The Applicant will comply with the terms of its Security Plan on file with the ABC Board.

9. **Public Trash and Trash.** The Applicant shall keep the sidewalk (up to and including the curb), tree boxes and alley free of litter, bottles, chewing gum, trash and other debris in compliance with DC Code and Municipal regulations. The Applicant shall police these areas daily for refuse and other materials. The Applicant shall also provide cigarette urns and cigarettes butt receptacles wherever patrons gather to smoke.
10. **Trash and Recycling.** Applicant will contract with a trash and recycling contractor to provide sealable containers for trash food waste and recycling designed to prevent rodent intrusion and further agrees to keep the containers closed and always sealed when waste is not being disposed. Applicant further agrees to hold all trash, food waste and recycling within the building until the morning of the scheduled pick-up. The applicant shall require tis trash and recycling contractors to pick up trash and materials not earlier than 7:00 AM. The Applicant's employees shall not dispose of bottles or glass into trash containers or dumpsters in a manner which creates noise audible outside of the Establishment after 11:00 PM.
11. **Rate and Vermin Control.** Applicant will maintain a contract with a professional, licensed rat, pest and vermin control company to provide for routine control for the interior and exterior of the premises as need to control pests.
12. **Outdoor Advertising, Billboards, and Signs.** The Applicant shall not display portable marketing and advertising in the public space, including sandwich boards, flags and feather flags (vertical flag banners). The Applicant shall not project signage on the public sidewalks using electronic devices.
13. **Agreement Available Upon Demand.** A copy of this Agreement shall be kept on the premises and made available to law enforcement officers and ABCA inspectors immediately upon request.
14. **Participation in the Community.** The Applicant is encouraged to send a representative from time to time to meetings of the ABCA Policy Committee of ANC 2F.
15. **Binding Effect.** This Agreement will be binding upon and enforceable against the Applicant's successors and assigns.
16. **Notice and Opportunity to Cure.** If ANC 2F considers the Applicant to be in breach of this Agreement, ANC 2F will give notice of the existence of the breach and specific nature thereof. The Applicant shall have 10 days from the receipt of the notice to cure the breach. If the Applicant fails to begin the cure during those 10 calendar days, such failure will constitute cause for ANC 2F to file a complaint with ABCA. Any notices required to be made under the Agreement will be made in writing and sent via email to the Applicant or designated representatives at the address below:

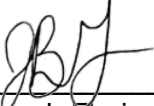
Applicant:
District Gaslight, LLC
Meraf Berhan
(202) 652-1567
Birhansa1147@gmail.com

ANC 2F
Advisory Neighborhood Commission ANC 2F
2F@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.


17. **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.
18. **Modification.** This Agreement constitutes the only agreement between the Parties and may be modified only by written agreement of the Parties.

ADVISORY NEIGHBORHOOD COMMISSION ANC 2F

 9/15/24

Joseph Florio
Chair, ANC 2F

The Applicant

 9/11/2024

Meraf Berhan
District Gaslight, LLC