

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

In the Matter of:)
)
Power of Plants, LLC)
t/a Mr. Nice Guys)
)
Applicant for a New)
Medical Cannabis Retailer License)
)
at premises)
1470 Church Street, N.W.,)
Washington, D.C. 20005)
)

Case No.: 24-PRO-00028
License No.: ABRA-126755
Order No.: 2024-180

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

ALSO PRESENT: Power of Plants, LLC, t/a Mr. Nice Guys, Applicant

John McGowan, Counsel, 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 Power of Plants, LLC, t/a Mr. Nice Guys, (Applicant), Applicant for a New Medical Cannabis Retailer License and Advisory Neighborhood Commission (ANC) 2F have entered into a Settlement Agreement (Agreement), dated April 4, 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.

This Agreement constitutes a withdrawal of the Protest filed by ANC 2F.

Accordingly, it is this 24th day of April 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. Preamble: Modify paragraph 2 –

“WHEREAS, the Applicant and ANC 2F desire to enter into this Settlement Agreement (“Agreement”) to address concerns related to peace, order, and quiet and to eliminate the need for a Protest Hearing regarding the License application;”

- II. Noise. Delete first sentence of section (5) and add the following paragraphs:

“The licensee shall not produce any sound, noise, or music of such intensity that it may be heard in any premises other than the licensed establishment by the use of any: (1) Mechanical device, machine, apparatus, or instrument for amplification of the human voice or any sound or noise; (2) Bell, horn, gong, whistle, drum, or other noise-making article, instrument, or device; or (3) Musical instrument. This section shall not apply to: (1) Areas in the building which are not part of the licensed establishment; (2) A building owned by the licensee which abuts the licensed establishment; (3) Any premises other than the licensed establishment that are located within a commercial, manufacturing, or mixed-use zone, as defined in the zoning regulations and shown in the official atlases of the Zoning Commission for the District; (4) Sounds, noises, or music occasioned by normal opening of entrance and exit doors for the purpose of ingress and egress; or (5) Heating, ventilation, and air conditioning devices. The licensee shall also comply with the noise level requirements set forth in Chapter 27 of Title 20 of the District of Columbia Municipal Regulations. The licensee shall comply with ABRA investigator and MPD requests that windows and doors be closed or opened except for ingress and egress during an investigation.”

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: ac432b99b59d5f0e4b730693d1dccc8

Donovan Anderson, Chairperson

eSigned via SeamlessDocx.com
James Short
Key: 547ae373822de6ac8e1b332d2248ec

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).

Power of Plants LLC t/a Mr. Nice Guys Settlement Agreement

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is entered into on this 4th day of April, 2024 by and between Power of Plants LLC t/a Mr. Nice Guys (the “Applicant” or the “Licensee”) and Advisory Neighborhood Commission 2F (“ANC 2F”), collectively the “Parties,” pursuant to D.C. Code § 25-446.

RECITALS

WHEREAS, the Applicant applied for a medical cannabis retailer license, (ABCA-126755), with a delivery endorsement (“License”) at 1470 Church Street NW, Washington, D.C. 20005 (the “Premises”). The Premises was placarded on February 2, 2024.

WHEREAS, the Applicant and ANC 2F desire to enter into this Settlement Agreement (“Agreement”) pursuant to DC Official 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, 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 Applicant intends to operate subject to the terms and conditions of its license, permit or endorsement issued by the Board.
- 3. Hours of Operation.**
 - a.** The Applicant’s hours of operation will be from 10 a.m. to 9 p.m. daily.
 1. The hours of operation are an hour earlier and an hour later than the hours of retail sales to allow time for employees for opening and closing procedures.

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2. The Establishment shall be closed to the public from 10 a.m. to 10:59 a.m. and from 8 p.m. to 9 p.m. daily during the hours of operations.
 - b. The Applicant will be open for medical cannabis retail sales from 11 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.

4. **Endorsements.** The applicant may have a delivery service for medical cannabis products and paraphernalia to be delivered to eligible patients and their caregivers at residential and commercial building addresses located in the District that are not on District government or Federal property or picked up curbside at the retailer’s physical location.
 - a. Standard hours of delivery and curbside pick up is permitted between 11 a.m. and 8 p.m. daily.

5. **Noise.** The Applicant shall adhere to D.C. Code § 25-725 with respect to emanation of noise from the establishment. The Applicant will take reasonable steps to ensure that there are no sounds, music, noises, bass or vibrations emanating from the Premises, including from patrons entering or exiting the establishment that would be audible in any residences in the vicinity of the Premises. The Applicant shall present only recorded background music. The Applicant will not install any exterior speakers to 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.

6. **Vendor Deliveries.** The Applicant will require all of its vendors, including other medical cannabis licensees, to make all deliveries no earlier than 11 a.m. and no later than 8 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 area is illegal and shall not knowingly accept deliveries from vendors parked outside of the designated delivery area.

7. **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, 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

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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 Metropolitan Police Department (“MPD”).

8. 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 shows a valid government issued photo identification before distributing medical cannabis to the qualified patient or caregiver. If a patient or caregiver fails to show valid identification, then 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 into the Premises, 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 will be required under this subsection.
- c.** The Applicant will report all attempts by unqualified persons to purchase medical cannabis illegally to Alcoholic Beverage & Cannabis Administration (“ABCA”) and the MPD.

9. 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 Premises, including sidewalk planters and tree boxes, remains free of litter, bottles, cans, cigarette butts, trash, chewing gum and other debris at least twice daily during the Applicant’s 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.” The Applicant will make reasonable efforts to remove snow and ice on the public sidewalk abutting the Premises, in compliance with D.C. Code § 9-601(a) and (b).

10. Outdoor advertising, billboards, and signs. The light from any illuminated sign shall be diminished, shaded, shielded, or directed in a way that the light intensity or brightness shall not be directed into the homes of residents. The applicant shall not display portable marketing

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and advertisements in the public space including sandwich boards, flags and feather flags (vertical flag banners).

11. 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 7am and no later than 7pm daily. The Applicant will comply with all ABCA regulations regarding the disposal of medical cannabis waste.

12. 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.

13. 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, medical cannabis and alcohol, in the vicinity of the Premises. The Applicant will use commercially reasonable efforts to prohibit illegal or disruptive activities in the vicinity of the Premises and will maintain contact with the MPD and ABCA as appropriate.

14. 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.

15. Behavior of Qualifying Patients. During the hours of operation, the Applicant will make commercially reasonable efforts, through signage or other means, to prevent qualifying patients 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 that is behaving in an unruly or disruptive manner from entering the Premises; and will refuse to sell medical cannabis to any qualifying patient that exhibits unruly or disruptive behavior while inside the Premises.

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16. Parking and Traffic Mitigation.

- a. The Applicant will discourage its employees from parking their vehicles illegally.
- b. The Applicant will discourage its employees, vendors, and qualifying patients from parking their vehicles illegally in areas with time limited or resident-only parking.
- c. The Applicant will encourage its employees to use public transportation, walk, electronic-cycle, or bicycle to the Premises.
- d. The Applicant shall encourage vendors and contractors to park legally and, as reasonably necessary, work with DDOT, DPW, or other appropriate District agency to resolve issues related to illegal parking by its vendors.
- e. The Applicant will notify qualifying patients, on its website, interior signage, 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.
- f. The Applicant will notify qualifying patients, on its website, interior signage, or through other advertising or marketing, that parking in the lot located at **1525 15th Street NW** is strictly prohibited.

17. 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. A copy of this Agreement shall be made available to MPD officers and ABCA inspectors immediately upon request.

18. 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 the community. The Applicant will comply with the terms of its Security Plan on file with the ABC Board.

19. 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. Any reference to specific laws and regulations in this Agreement is meant for informational purposes only. ANC 2F does not intend for a violation of any DC law or regulation to also be considered a violation of this Agreement.

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- 20. Participation in the ANC Meetings.** The Applicant is encouraged to attend or send a representative, from time to time, to meetings of ANC 2F's ABC Licensing Committee.
- 21. Community Engagement.** The Applicant is encouraged to hire members of the community and participate in community events. The Applicant is encouraged to regularly engage with organizations that serve the community.
- 22. License Ownership.** The Applicant agrees not to transfer or sell the license to any other entity before obtaining approval from the Alcohol Beverage Control Board. The Applicant agrees to specifically notify any prospective transferee of the existence of this Agreement and to provide them with a copy.
- 23. Binding Effect.** This Agreement will be binding upon and enforceable against the successors or assigns of the Applicant.
- 24. Notice and Opportunity to Cure.** If ANC 2F considers the Applicant to be in breach of this Agreement, and before ANC 2F seeks intervention by another D.C. government entity, and as a condition precedent to seeking enforcement of the Agreement, ANC 2F 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 2F to file a complaint with the ABCA. 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:

Kinner & McGowan PLLC
mkinner@kinnermcgowan.com
jmcgowan@kinnermcgowan.com

If to ANC 2F:

Advisory Neighborhood Commission 2F03
2F03@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.

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

26. 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.

27. 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]

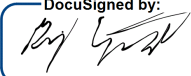
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

ADVISORY NEIGHBORHOOD COMMISSION ANC 2F

DocuSigned by:

D2F11D30C295431...
By: Joseph Florio
Title: Advisory Neighborhood Commissioner, 2F03
4/7/2024

THE APPLICANT

DocuSigned by:

EB481BE1D6FE43A...
By: Gregory Wimsatt
Title: Owner, Power of Plants t/a Mr. Nice Guys
4/4/2024