

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

In the Matter of:)
)
N/A)
t/a Produce)
)
Applicant for a New)
Medical Cannabis Retailer License)
)
at premises)
433 Massachusetts Avenue, N.W.)
Washington, D.C. 20001)
)

License No.: ABRA-127844
Order No.: 2025-087

BEFORE: Donovan Anderson, Chairperson
Teri Janine Quinn, Member
David Meadows, Member

ALSO PRESENT: N/A, t/a Produce, Applicant

Ahmed Bush, Designated Representative, on behalf of the Applicant

Ahmad Abu-Khalaf, Chairperson, Advisory Neighborhood Commission
(ANC) 6E, Protestant

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that the parties identified above have entered into a Settlement Agreement (Agreement), dated February 14, 2025, 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.

Accordingly, it is this 26th day of February 2025, **ORDERED** that:

1. 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.

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


Donovan Anderson, Chairperson

Silas Grant, Jr., Member

Teri Janine Quinn

Teri Janine Quinn, Member

Ryan Jones, Member



David Meadows, 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 BY AND BETWEEN
ADVISORY NEIGHBORHOOD COMMISSION 6E AND PRODUCE

Pursuant to DC Code § 25-446, this Settlement Agreement, (“Agreement”), between **Produce** (“Applicant”), and **Advisory Neighborhood Commission 6E** (“ANC 6E”), takes effect on the date of its approval by ANC 6E. This agreement covers the Applicant’s business at 433 Massachusetts Avenue NW (“the Establishment”), Washington, District of Columbia (“DC”) 20001 (“Premises”).

WHEREAS, on Jan 3, 2025, Applicant applied (ABRA-127844) to the DC Alcoholic Beverage and Cannabis Administration (“ABCA”) for a new medical cannabis retailer license to permit Applicant to sell cannabis flower, cannabis concentrates, and a line of edible products to registered qualifying patients and caregivers, along with a delivery endorsement, an education tasting endorsement, a summer garden, and a safe-use treatment facility endorsement; and WHEREAS, Applicant and ANC 6E seek to enter into a voluntary Agreement memorializing the terms and conditions under which ANC 6E 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, including any alley adjacent to the Premises;

NOW, THEREFORE, Applicant and ANC 6E agree as follows:

1. ANC 6E Promise.

Conditioned on the Applicant’s approval of, and fulfillment of its promises under, this Agreement, including the recitals above, ANC 6E agrees to support Applicant’s application before ABCA to secure a medical cannabis retailer’s license, with endorsements for delivery summer garden, and safe-use treatment facility.

2. Nature of Business and Location of Sales.

Applicant has applied for a medical cannabis retail facility (“Retailer”) at 433 Massachusetts Avenue NW, Washington, DC. Applicant shall permit registered qualifying patients and caregivers to purchase medical cannabis products only in the interior of the Premises or by home delivery to registered qualifying patients and caregivers in Washington, DC.

3. Hours of Operation and Sales.

The Applicant's hours of operation, sales, and home delivery shall be in accordance with DC law and regulations.

Retailer hours of operation, sales, and delivery

Sunday 10:00 am until not later than 8:00 pm

Monday-Tuesday 10:00 am until not later than 9:00 pm

Wednesday-Thursday 10:00 am until not later than 10:00 pm

Friday-Saturday 10:00 am until not later than 11:00 pm

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

4. Verification.

a. On-Site Sales: Applicant shall verify the identification of persons entering the Premises in accordance with DC Code and regulations and post a notice of the identification requirement as required by DC Code and regulations.

b. All Deliveries.

Applicant shall verify the identification of recipients of a medical cannabis home delivery in accordance with DC Code and regulations.

5. 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 areas. The security plan shall include procedures that cover the following conditions:

a. Registered Qualifying-Patient Verification. A process for verifying registered qualifying patients as set forth in Section 4.

b. Exclusion of Minors. In accordance with DC Code and regulations, Applicant shall prohibit entry to those under the age of 18 except as permitted and shall post a sign to that effect.

c. Notice of Ban on Public Consumption.

Applicant shall post the following sign inside the Premises' entrance: "Smoking, ingesting, or consuming medical cannabis outside of the Safe Use Treatment

Facility, summer garden, or in public is strictly prohibited.” Applicant shall take reasonable steps to discourage registered qualifying patients, guardians, or caregivers, from consuming cannabis immediately outside the Premises.

d. Loitering and the Use of Illegal Drugs. Applicant shall discourage loitering immediately outside the seating area of the Premises. Applicant shall use reasonable efforts to monitor and prevent the sale or use of illegal substances inside or near the Premises, and cooperate with Alcoholic Beverage and Cannabis Administration (ABCA), Metropolitan Police Department (MPD), and other D.C. agencies investigating suspected illegal activities. Applicants shall also take reasonable steps to ensure that customers do not block the sidewalk in front of the Premises.

e. Noise Mitigation. Applicant shall not play music or emit sound or noise audible beyond the Premises’ outdoor patio.

f. Security Camera and Video Monitoring. Applicant shall install security cameras of sufficient video quality to clearly monitor activity the interior of the Premises and immediately outside all entrances into the Premises, including the adjacent public alley. Applicant shall store video footage from not fewer than five cameras covering the sensitive locations of the Establishment including but not limited to the entry and exit points, storeroom(s), points where products are received in the establishment and delivered to customers, except bathrooms, for thirty (30) days and, on request, provide access to that footage to MPD, ABCA, and other D.C. agencies.

6. Public-Space Maintenance and Trash Management.

This section covers disposal of cannabis products and byproducts, trash, garbage, recyclables, and the sanitary maintenance of public space.

a. Public-Space Maintenance. Applicant shall regularly inspect and clean the area between the width of the Premises’ storefront and the street, and keep that area free of trash, garbage, ice, snow, smoking materials, and other debris in accordance with DC Law.

b. Trash and Waste Collection. Applicant shall contract with one or more waste-management and recycling vendors to collect all trash and recyclables a minimum of one day per week and shall not allow trash to overflow containers and create a sanitation nuisance. Applicant’s contract with any waste-management vendor shall limit collection to between 8:00 a.m. and 8:00 p.m. in accordance with DC Law.

c. Waste Spills. Using industry practices such as solvents and power washing, Applicant shall pick up or hose down any garbage, recycling, or other waste spills remaining, after waste collection, on the street outside of the the Premises.

d. Rat and Vermin Control. Applicant will maintain a contract with a professional, licensed rat, vermin and pest control company to provide for routine control for the interior and exterior of the premises as needed to control pests.

e. Rodent-Resistant Receptacles. Applicant shall use and maintain, rodent-resistant garbage, trash, and recycling receptacles with tight-fitting lids, with sufficient capacity to store all trash, garbage, recyclables, and other waste. Applicant shall promptly replace any garbage, trash, and recycling receptacles sufficiently damaged so they are no longer rodent-resistant.

f. Applicant shall maintain the land between the sidewalk and curb in front of the Premises in a well-tended fashion, without trash, cigarette butts, or excessive weeds.

7. Odor and Smoke Control.

The Establishment will comply with all D.C. laws and regulations governing odor and smoke, including those for medical cannabis businesses.

8. Summer Garden

To ensure maximum discretion as it relates to noise and aroma, the consumption area on the Summer Garden will be surrounded by a lush, natural barrier of vegetation and set back at least 10 feet from the nearest balcony. Additionally, it will be enclosed within a mesh and/or plastic structure, further reinforced with plant insulation to contain and filter emissions. Within the reinforced structure, advanced smoke-absorbing ventilation units will be installed to improve air quality and further reduce any potential external impact.

9. Deliveries to the Establishment and Parking at the Premises.

Applicant shall encourage vendors, staff, registered qualifying patients and their parents, guardians, and caregivers to access the Premises by foot, rail, bus, or bicycle. Applicant shall encourage all vendors who drive to park in commercial loading zones, legal on-street parking, Produce's parking lot (if any), or in a designated space at the Establishment's garages. Deliveries to the Establishment shall occur only between the hours of operations as stated above.

Additionally, signage created by Produce will be clearly posted by 425 Massachusetts Avenue Apartments to ensure that patrons are not violating the use of their adjacent driveway. 425 Massachusetts Avenue Apartment Management will be provided an immediate and direct line of communication by Produce to guarantee prompt assistance should this become an issue in any way.

10. Notice to Cure.

If ANC 6E considers Applicant in breach of this Agreement, before ANC 6E seeks intervention by another DC government entity, and unless the breach is of an emergency nature or a repetition of a prior breach, ANC 6E shall give Applicant at least 10 business days' notice and opportunity to cure. ANC 6E shall notify Ahmed Bush, Owner / Operator via electronic mail aelbush@gmail.com of any alleged violations. If Applicant refuses or fails to begin or pursue a cure during those 10 days, such refusal or failure shall constitute cause for ANC 6E to file a complaint with ABCA, to request a formal ABCA investigation, or to take other actions allowed by the ABC Board. If a breach reasonably requires more than 10 business days to cure, Applicant shall notify the ANC with a timeline for commencing the cure and addressing the breach.

11. Binding Effect.

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

12. Changes to Agreement.

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

13. 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.

14. Access to Agreement.

Applicant shall make copies of this Agreement available at the Premises at all times and shall ensure that its employees and delivery staff understand the terms of this Agreement.

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

ADVISORY NEIGHBORHOOD COMMISSION 6E



Signature:

Date: 2.14.2025

Ahmad Abu-Khalaf, Chairperson
ANC 6E
PO Box 2236
Washington, DC 20013
6E@anc.dc.gov

APPLICANT

Ahmed Bush
433 Massachusetts Avenue NW
Washington, DC 20001

Signature:



Date:

2.18.2025

Ahmed Bush, Manager/Operator

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