

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

In the Matter of:)
)
UpnSmoke II, LLC)
t/a TBD)
)
Applicant for a New)
Medical Cannabis Retailer License)
)
at premises)
427 8th Street, S.E.)
Washington, D.C. 20003)
)

Case No.: 24-PRO-00008
License No.: ABRA-126850
Order No.: 2024-160

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

ALSO PRESENT: UpnSmoke II, LLC, t/a TBD, Applicant

Zack Learman, Counsel, on behalf of the Applicant

Edward Ryder, Chairperson, Advisory Neighborhood Commission (ANC)
6B, Protestant

Martha Jenkins, General Counsel
Alcoholic Beverage and Cannabis Administration

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

The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that UpnSmoke II, LLC, t/a TBD, (Applicant), Applicant for a New Medical Cannabis Retailer License and Advisory Neighborhood Commission (ANC) 6B have entered into a Settlement Agreement (Agreement), dated March 29, 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 Edward Ryder, on behalf of ANC 6B, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 6B.

Accordingly, it is this 3rd day of April 2024, **ORDERED** that:

1. The Application filed by UpnSmoke II, LLC, t/a TBD, for a New Medical Cannabis Retailer's License, located at 427 8th Street, S.E., Washington, D.C. 20003, is **GRANTED**;
2. The Protest of ANC 6B in this matter is hereby **WITHDRAWN**;
3. 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
4. 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: ac432b9b56d5f0e4d730693d1dccc8

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 BY AND BETWEEN
ADVISORY NEIGHBORHOOD COMMISSION 6B**

And

UpNSmoke II, LLC

Pursuant to DC Code § 25-446, this Settlement Agreement, (“Agreement”), between UpNSmoke II, LLC (“Applicant”), and Advisory Neighborhood Commission 6B (“ANC 6B”), takes effect on the date of its approval by ANC 6B. This agreement covers the Applicant’s business at 427 8th Street, SE (“the Establishment”), Washington, District of Columbia (“DC”) 20003 (“Premises”).

WHEREAS, on November 4, 2023, Applicant applied (ABCA-126850) to the DC Alcoholic Beverage and Cannabis Administration (“ABCA”) for a new medical cannabis retailer license on approximately 1,361 square feet of the Premises 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, permitting Applicant to provide home delivery service of cannabis products to registered qualifying patients and caregivers; and

WHEREAS, Applicant and ANC 6B seek to enter into a voluntary Agreement memorializing the terms and conditions under which ANC 6B 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 6B agree as follows:

1. ANC 6B Promise. Conditioned on the Applicant’s approval of, and fulfillment of its promises under, this Agreement, including the recitals above, ANC 6B agrees to support Applicant’s application before ABCA to secure a medical cannabis retailer’s license, with delivery endorsement.

2. Nature of Business and Location of Sales. Applicant has applied for a medical cannabis retail facility (“Retailer”) at 427 8th St., SE, 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 not exceed the following:

Retailer Hours of Operation:

Sunday – Saturday: 9:00 am – 9:00 pm

Retailer hours of sales to the public within the Premises:

Sunday – Saturday: 10:00 am – 8:00 pm

Retailer Hours of home delivery:
Sunday – Saturday: 10:00 am – 8:00 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 institute and maintain a process, other than self-affirmation, to verify:

- 1) The identity of any individual who enters the Premises;
- 2) That any registered qualifying patient entering the Premises has a valid medical cannabis card; and
- 3) That any adult accompanying a registered qualifying patient under 18 years old is actually the patient's parent, guardian, or caregiver.

b. All Deliveries.

- 1) Applicant shall institute and maintain a process, other than self-affirmation, to verify that the recipient of a medical cannabis home delivery is physically present at the residence and is the same person who placed the order.
- 2) Pursuant to ABCA regulations, Applicant shall maintain a delivery manifest (using METRC) to track each delivery of cannabis, and document receipt of each delivery, in the METRC delivery manifest system immediately upon delivery.
- 3) Registered Qualifying Patients under 18. For home deliveries to patients under 18 years old, Applicant shall institute and maintain a process, other than self-affirmation, to verify that delivery goes directly to the patient's actual adult parent or guardian.

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. Applicant shall prohibit entry to those under the age of 18 who cannot prove they are registered qualifying patients accompanied by a parent, or guardian. Applicant shall

post a sign at the Premises' entrance that "Persons under the age of 18 are prohibited from entering the Premises unless they are registered qualifying patients accompanied by a parent or guardian."

c. No On-Premises Cannabis, Tobacco, or Alcohol Consumption; No On-Premises Food Consumption by Non-Employees. Regardless of their source, Applicant shall not, at any time, permit anyone to consume cannabis or cannabis products, tobacco products, or alcohol on the Premises. Applicant may apply for an educational tasting endorsement for hosting educational classes and demonstrations to allow registered qualifying patients over 21 years old to smell or touch, but not consume, medical cannabis products within the Premises. However, if Applicant applies for such endorsement, it shall maintain a certificate of occupancy with an occupancy limit. Other than Applicant's employees, Applicant shall not permit any food consumption on the Premises.

d. Notice and Enforcement of Ban on On-Premises or Public Consumption. Applicant shall not permit anyone, including registered qualifying patients or caregivers, to consume medical cannabis products in any public space adjacent to the Premises, including any alley adjacent to the Premises. Applicant shall post the following sign at the Premises' entrance: "Smoking, ingesting, or consuming medical cannabis on the Premises or in public is strictly prohibited." Further, prior to completion of any sale, Applicant shall orally warn registered qualifying patients, and if the patient is under 18 that patient's parent, guardian, or caregiver, that cannabis consumption is prohibited inside the Premises and on streets, sidewalks, or other public places, and that violation may result in permanent exclusion from the Premises. If Applicant witnesses a violation by a registered qualifying patient, parent, guardian, or caregiver, the Applicant, to the extent permitted by law, shall take reasonable steps to report the violation to the Metropolitan Police Department (MPD).

e. Loitering and the Use of Illegal Drugs. Applicant shall discourage loitering inside or immediately outside 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 ABCA, MPR, and other DC 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.

f. No Live Entertainment; Noise Mitigation. Applicant shall not provide live entertainment within the Premises, shall not install speakers on the exterior of the Premises, and shall not play music or emit sound or noise audible beyond the Premises' entrance except when individuals are entering or exiting the Premises.

g. Security Camera and Video Monitoring. Applicant shall install security cameras of sufficient video quality to clearly monitor activity immediately outside all entrances into the Premises, including any adjacent public alley. Applicant shall store video footage from these cameras for at least seven (7) days and, on request, provide access to that footage to MPD, ABCA, and other DC 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.

b. Indoor Trash and Waste Storage. Applicant shall store, inside the Premises, all trash, garbage, recyclables, cannabis waste, cannabis byproducts, and all other waste, and shall not use any exterior space for this purpose. However, on days scheduled for waste collection, Applicant may transfer waste to rodent-resistant receptacles outside the Premises. Regarding any cannabis waste or byproducts brought outside for disposal, Applicant shall, before bringing it outside, render such waste or byproducts unusable, with the same effect on its potential use as mixing it with cat litter.

c. Trash and Waste Collection. Applicant shall contract with one or more waste-management and recycling vendors to collect all recyclable and non-recyclable waste a minimum of 1 day per week, more frequently if necessary to prevent garbage, trash, or recycling receptacles from exceeding their capacity. Applicant's contract with any waste-management vendor shall limit collection to between 9:00 a.m. and 8:00 p.m.

d. 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, in any alley adjacent to the Premises.

e. Pest-Control Contract. Applicant shall enter into and maintain a contract for a regular plan of pest control, including baiting or similar rodent-abatement measures. Upon request from the ABC Board, Applicant shall provide proof of its rat and vermin-control contract.

f. Rodent-Resistant Receptacles. Applicant shall use and maintain, in good repair and in safe and sanitary condition, 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.

7. Deliveries and Parking.

a. 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 designated commercial loading zones and to make deliveries through the front entrance of the Premises on 8th Street, SE. Applicant shall advise employees, vendors, registered qualifying patients and their parents, guardians, and caregivers that parking, even temporarily, in dedicated bus lanes outside the Premises on 8th Street, or in any manner that blocks vehicular traffic near the Premises, is strictly prohibited, could result in the vehicle's getting towed. The Applicant will also advise that it will refuse deliveries and prohibit purchases at the premises if the Applicant or its staff are aware that the vendor, delivery person, or other person has repeatedly (more than once) blocked traffic or the bus lane or is currently blocking traffic or the bus lane. Notwithstanding the requirement to warn persons about legal traffic and parking obligations, nothing in this section shall require that the Applicant refuse deliveries or prohibit purchases, except for someone currently blocking traffic or the bus lane.

b. Home Deliveries. Applicant shall require anyone making home deliveries on the Applicant's behalf to abide by DC parking regulations, and shall prohibit the parking of vehicles used for home delivery in any manner that blocks vehicle traffic lanes, dedicated bicycle lanes, or bus lanes.

8. Notice to Cure. If ANC 6B considers Applicant in breach of this Agreement, before ANC 6B seeks intervention by another DC government entity, and unless the breach is of an emergency nature or a repetition of a prior breach, ANC 6B shall give Applicant at least 10 calendar days' notice and opportunity to cure. ANC 6B shall notify Hussein Dib, Owner / Operator via electronic mail [Upics999@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 6B 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 days to cure, Applicant shall notify the ANC with a timeline for commencing the cure and addressing the breach.

11. Entire Agreement. This Agreement replaces, in full, any previous agreements between Applicant and ANC 6B.

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.

APPLICANT:

UpNSmoke II LLC
427 8th Street, SE
Washington, DC 20003
Ahmed Chami, Manager
E-mail: zlearman@mandijapllc.com
Phone: (248) 925 2681

Signature:  Ahmed Chami (Mar 29, 2024 12:49 EDT) **Date:** 29/03/2024

ANC 6B:

**Edward Ryder, Chairperson
Advisory Neighborhood Commission 6B
700 Pennsylvania Avenue, SE, 2nd Floor
Washington, DC 20003
6b@anc.dc.gov**

Signature: 

Date: 3-29-2024

29/03/2024
~~29/03/2024~~






UpNSmoke II Settlement Agreement.3-27-24.fin

Final Audit Report

2024-03-29

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| Created: | 2024-03-28 |
| By: | Zachary Learman (zlearman@mandijapllc.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAAdq8bklQIPuaiTYMJbtHPWvOO8q2BGKVk |

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-  Document e-signed by Ahmed Chami (chamiahmad11@gmail.com)
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