

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

In the Matter of:)
)
Power of Plants, LLC)
t/a Mr. Nice Guys 2)
)
Applicant for a New)
Medical Cannabis Retailer License)
)
at premises)
1215 Connecticut Avenue, N.W.,)
Suite 4A)
Washington, D.C. 20036)
)

Case No.: 24-PRO-00069
License No.: ABRA-127919
Order No.: 2024-496

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

ALSO PRESENT: Power of Plants, LLC, t/a Mr. Nice Guys 2, Applicant

John McGowan, Counsel, on behalf of the Applicant

Meg Roggensack, Chairperson, Advisory Neighborhood Commission
(ANC) 2B, Protestant

Martha Jenkins, General Counsel
Alcoholic Beverage and Cannabis Administration

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

The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that Power of Plants, LLC, t/a Mr. Nice Guys 2, (Applicant), Applicant for a New Medical Cannabis Retailer License and Advisory Neighborhood Commission (ANC) 2B have entered into a Settlement Agreement (Agreement), dated June 28, 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 Meg Roggensack, on behalf of ANC 2B, are signatories to the Agreement.

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

Accordingly, it is this 10th day of July 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. Section (8)(c): Modify to read as follows:

“(c) Concerns or complaints reported by neighborhood residents or businesses shall be made by email:

- i. The Licensee is encouraged to acknowledge such reports in as timely a manner as possible, and work in good faith to effect a timely and satisfactory remedy.”

II. Section (13)(a): Modify to read as follows:

“(a) Should Licensee's vehicle parking or queuing needs grow beyond available legal spaces, Licensee is encouraged to seek ANC 2B's assistance to remedy the condition.”

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 SeamasDocx.com
Donovan Anderson
Key: ac432b99b59d5f0e4d730693d1dccc8

Donovan Anderson, Chairperson

eSigned via SeamasDocx.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).

**MEDICAL CANNABIS
SETTLEMENT AGREEMENT**

Between

Power of Plants LLC t/a Mr. Nice Guys 2 (Licensee) (ABCA-License No. ABCA-127919)

&

Advisory Neighborhood Commission 2B (ANC) (Protestant)

INTRODUCTION

The above-named parties agree to enter into a settlement agreement in accordance with Title 7 of the D.C. Official Code and Title 22-C of the D.C. Municipal Regulations on this 27th day of June 2024. The parties agree to abide by the following once approved by the Alcoholic Beverage and Cannabis Board (Board):

RECITALS

1. Licensee has applied for a Medical Cannabis Retailer License (the “License”), with an endorsement for delivery, for a business establishment (“Establishment”) located at 1215 Connecticut Avenue NW, Washington, DC (the “Premises”) and filed the Application with the Alcoholic Beverage and Cannabis Administration (ABCA); and,
2. Licensee desires to cooperate with the ANC to mitigate concerns related to the potential impact of operation of the Establishment on the surrounding community; and,
3. In lieu of contested protest proceedings regarding the application for the License, the Parties wish to enter into a Settlement Agreement pursuant to D.C. Official Code § 7-1671 to address such concerns:

AGREEMENT

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

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Nature of the Business. The Licensee has applied to operate a medical cannabis retailer. Any change from this model may require prior approval by the Alcohol Beverage and Cannabis Board.

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Hours

3. Hours of Operation. It is understood that upon expiration of the below hours of operation, no patron may remain on the interior or exterior of the Premises.
 - a. The operating hours of the premises shall not exceed:
 - i. Sunday – Saturday: 10:00 a.m. to 9:00 p.m.
 - b. The hours of retailer sales open to the public shall not exceed:
 - i. Sunday – Saturday: 11:00 a.m. to 8:00 p.m.
4. Delivery. The Licensee may have a delivery service for medical cannabis products and paraphernalia to be delivered in accordance with the medical cannabis delivery laws and regulations.
 - a. The hours of delivery and curbside pickup shall not exceed:
 - i. Sunday - Saturday: 10:00 a.m. to 9:00 p.m.
5. Legal Change in Hours. It is understood that if the District of Columbia, the Board, or ABCA, after the date the Board approves this agreement, change the legal hours in which a medical cannabis business may operate, whether permanently or for temporary occasions (e.g., holidays, special events), the licensee may, upon application and approval or as otherwise required, modify the hours beyond the time listed in this agreement.

Operating Standards

6. Noise. In order to avoid noise nuisances, the Licensee agrees to comply with the following:
 - a. The Licensee shall install and maintain a two-door entrance with a vestibule that requires patrons to enter through at least one exterior door and one interior door before entering the customer service area.
 - b. The Licensee shall not place loudspeakers on or along any wall shared with a residence and shall direct speakers away from all doors, windows, and other openings leading to the exterior of the establishment, and any wall shared with a residence.
 - c. The Licensee or its agents shall not allow or permit amplified sounds or vibrations to be generated at such intensity that it may be heard outside the establishment, except where such amplified sounds are heard outside due to the normal ingress and egress of people from the premises; or in a dwelling with its windows and doors closed.
 - d. The Licensee shall not install speakers or provide entertainment on the exterior portions of the establishment, including outdoor space and roof areas.

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7. Security plan. The Licensee shall file and comply with a security plan.
8. Incident and Complaint Log. The establishment shall maintain an incident and complaint log. At a minimum the following shall be recorded in the log if known:
 - a. All known details of an incident:
 - i. A brief description of the incident or complaint;
 - ii. The approximate date and time the incident occurred;
 - iii. Any owners, employees, managers, or other agents of the Licensee involved in the incident; and
 - iv. The contact information of all victims, witnesses, and licensee agents.
 - b. All incidents known to the Licensee and his or her agents shall be recorded in the log within 72 hours of the incident.
 - i. An “incident” means:
 1. An individual falls unconscious, falls ill, or is injured;
 2. Crime;
 3. Fighting;
 4. An individual is ejected from the premises;
 5. Use, display, or recovery of a weapon (e.g., firearm, knife);
 6. Use, display, or recovery of narcotics; or
 7. Use, display, or recovery of fake identification.
 - ii. A “complaint” means:
 1. A neighborhood resident or business reports odors, noise, other disturbance, or an unsanitary condition, coming from the Licensee’s premises; or
 2. A neighborhood resident or business reports obstruction of access to their property, including entrances or exits by people, bicycles, or other objects; or of alleys or driveways leading to it by vehicles belonging to Licensee’s staff, delivery and pickup drivers, and couriers hired or contracted by the Licensee, or patients.
 3. A patient reporting a quality or safety concern regarding products or services provided by the Licensee.

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- c. Concerns or complaints reported by neighborhood residents or businesses shall be made by email, with a copy to the Advisory Neighborhood Commission.
 - i. The Licensee shall acknowledge such reports in as timely a manner as possible, and work in good faith to effect a timely and satisfactory remedy.
 - ii. Should a concern fail to be resolved, the Advisory Neighborhood Commissioner and/or Commission shall work with the parties to attempt a remedy.
 - iii. If a neighborhood complaint cannot be resolved in this manner, the Advisory Neighborhood Commission shall proceed as specified in the section “Notice and Opportunity to Cure” herein.
9. Public Space, Trash, and Litter. Licensee shall handle trash, recycling, and cleanliness of its public space in accordance with District law.
 - a. Trash and recycling pick up shall not occur earlier than 7:00 AM on weekdays, 9:00 AM on Saturdays, or 11:00 AM on Sundays; or after 5:00 PM on any day;
 - b. The Licensee shall have the sidewalk in front of the establishment (up to and including the curb) cleared of snow and ice in accordance with District of Columbia law.
10. Odor Control. The Licensee shall take reasonable measures in accordance with District of Columbia law to contain odors or smoke originating on the premises, including any summer garden, to not cause unreasonable offense regarding emanating odor to neighbors (such as installing an air filtration system).
 - a. The Licensee shall not permit smoking of burning cannabis or tobacco anywhere on the premises, including any Summer Garden.
 - b. “Vaping” of cannabis may be permitted, subject to the installation and operation of air purification equipment to reduce the likelihood of odors reaching neighboring buildings.
11. Rat and Vermin Control. Licensee 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 needed to control pests.
12. Patrons. Licensee shall take reasonable steps to prevent its patrons from causing unreasonable noise or disturbances (such as loud conversation or yelling) in front of, or immediately adjacent to, the Establishment during the hours of operation and as they depart at closing.
13. Parking, Traffic Control, Delivery Driver Queueing. Licensee’s staff, delivery and pickup drivers, and couriers hired or contracted by the Licensee shall be directed to only park or

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queue in legal, designated public spaces, or private spaces reserved for the Licensee's use.

- a. Should Licensee's vehicle parking or queuing needs grow beyond available legal spaces, Licensee shall seek ANC 2B's assistance to remedy the condition.

Additional Terms

14. Contact Information. The Establishment's website will provide a point of contact to which any comments or complaints about the operation of the establishment may be addressed.
15. Agreement Available Upon Demand. A copy of this Agreement shall be kept on the premises and made available to law enforcement officers and Alcoholic Beverage and Cannabis Administration inspectors immediately upon request.
16. Compliance with ABCA Regulations. Licensee shall abide by all applicable ABCA regulations.
17. License Ownership. The Licensee shall only transfer or sell the license to any other entity in accordance with the applicable laws and regulations. The Licensee agrees to specifically notify any prospective transferee of the existence of this Agreement and to provide them with a copy.
18. Binding Effect. This Agreement shall be binding upon and enforceable against the successors of the Licensee.
19. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
20. Notice and Opportunity to Cure. In the event that either party believes that the other materially breached any obligations under this Agreement, such party shall give written notice to the other of the existence of the breach and the specific nature thereof. The party alleged to be in breach shall have fourteen (14) days from the receipt of notice to cure the alleged breach (or if the breach shall relate to excessive noise or disturbance, the lesser of 72 hours or such shorter period as may be reasonable under the circumstances to immediately restore peace, order and quiet). If the breach is not cured within the notice period—or, with respect to a breach which reasonably requires more than fourteen (14) days to cure, efforts to cure the breach have not been commenced— failure should constitute cause for the ANC to file a complaint in order to enforce the provisions of the Agreement. In the case of a continuing violation, no notice or opportunity to cure need be provided for subsequent violations of this Agreement, following the initial provision of notice. Any notices required to be made under this Agreement shall be in writing and sent

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June 27th, 2024
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either via e-mail or U.S. mail, postage prepaid, to the parties to this Agreement at the addresses below. Notice shall be deemed given as of the time of receipt or refusal of receipt.

CONTACT INFORMATION FOR THE PARTIES TO THIS AGREEMENT:

If to the Establishment:

Damion West
Power of Plants LLC
1215 Connecticut Ave. NW
Washington, DC 20036
mrmiceguysdc@gmail.com


If to ANC 2B:

Attn: Chair
ANC 2B
9 Dupont Circle NW
Washington, DC 20036
2b@anc.dc.gov

Either party may change its notice address by written notice to the other. Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the Board or any other enforcement action.

SIGNATURES

ADVISORY NEIGHBORHOOD
COMMISSION 2B

By: 

Meg Roggensack

ANC Representative

Print Name

LICENSEE

By: 
6/28/2024

Greg Wimsatt

Signatory

Print Name