

In the Matter of:

GreySky Design & Consulting, LLC
t/a GreySky Design & Consulting

Applicant for a New
Medical Cannabis Retailer License

at premises
3210 Grace Street N.W.
Washington, D.C. 20007

BEFORE: Donovan Anderson, Chairperson
Silas Grant, Jr., Member
Teri Janine Quinn, Member
Ryan Jones, Member
David Meadows, Member

Gwendolyn Lohse, Advisory Neighborhood Commission (ANC) 2E,
Protestant

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Accordingly, on this this 8th day of January 2025, it is **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 provided to the Parties.

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: ac43cb06c6d5f0e4b730093d1dccc8

Donovan Anderson, Chairperson



Silas Grant, Jr., Member

Teri Janine Quinn

Teri Janine Quinn, Member



Ryan Jones, Member



David Meadows, 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 (the “Agreement”) is entered into as of December 9, 2024 by and between Grey Sky (the “Applicant”) and Advisory Neighborhood Commission 2E (“ANC 2E”). The Applicant and ANC 2E are each referred to herein as a “Party” and together as the “Parties”.

WHEREAS, the Applicant submitted an application with the District of Columbia Alcohol Beverage and Cannabis Administration (together with any successor governmental agency, “ABCA”) for a medical cannabis retailer license (ABCA- 127942), with a delivery endorsement, to sell, dispense, and deliver medical cannabis at and from the real property located at 3210 Grace Street NW Washington DC (the “Premises”), in compliance with all applicable local laws, rules, regulations, ordinances, guidance, and bulletins, each as amended, (collectively, “Applicable Laws”). The Premises was placarded on August 23, 2024.

WHEREAS the Applicant and ANC 2E desire to enter into a voluntary Settlement Agreement which memorializes the terms and conditions under which ANC 2E has agreed to support Applicant's licensure at the Premises.

WHEREAS, the terms and conditions contained herein, are intended to ensure that the Applicant operates in manner that (i) promotes neighborhood peace, order, and quiet; (ii) preserves the safety, security, and sanitation around the Premises; and (iii) protects residential parking; and

WHEREAS all terms of this Agreement are in compliance with relevant sections of the District of Columbia Official Code (“D.C. Code”) and the District of Columbia Municipal Regulations (“D.C.M.R.”).

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

- 1. Nature of Business.** The Applicant has applied for a medical cannabis retail license to provide medical cannabis products to qualifying patients and caregivers. The Applicant intends to operate subject to the terms and conditions of its license, permit or endorsement issued by the Alcoholic Beverage and Cannabis Board (the “Board”) and in compliance with all Applicable laws.
- 2. Hours of Operation; Signage.**
 - a. The Applicant's hours of operation, whereby it may sell medical cannabis and medical cannabis products, shall be 10:00am – 10:00pm.
 - b. The Applicant's hours of operation, whereby it may deliver medical cannabis and medical cannabis products, shall be 8:00am – 12:00 midnight

c. The Applicant shall maintain visible signage at the entrance to the Premises that clearly identifies the hours of operation for medical cannabis retail sales, and signage that states the age and identification requirements.

3. Noise. The Applicant will take reasonable steps to ensure that there are no sounds, music, noises, bass or vibrations emanating from the interior Premises that will be audible from the exterior of the Premises that may cause a public nuisance. Without consent from ANC 2E, Applicant will not attach speakers to the exterior of the Premises.

4. Outdoor Signage. Except as may already exist on, and/or be incorporated within, the Premises, the Applicant agrees to abstain from the use of any additional non-preexisting neon, LED or novelty signage, blinking lights, or any other electric light-up signage in any form as part of its exterior signage or internal design, unless otherwise in accordance with District law. The Applicant will not use signage such as sandwich boards or other sidewalk displays in front of the Premises and will not place such signage in public space anywhere in ANC 2E, unless in accordance with District law.

5. Deliveries. The Applicant will use commercially reasonable efforts to require all its vendors, including other medical cannabis licensees, to make all deliveries to the Premises in accordance with any hour restriction as set forth by Applicable Law. As stated in Section 15 of this Agreement, the Applicant will use reasonable efforts to encourage all contracted vendors and contractors to park in a legally designated parking or delivery space.

6. Notice and Enforcement of Ban on On-Premises or Outdoor Consumption of Cannabis The Applicant will post signag at the front entrance of the Premises, which states: "Smoking, ingesting, or consuming medical cannabis on the premises is strictly prohibited." The Applicant will further advise qualifying patients and caregivers, 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.

7. Prevention of Illegal Cannabis Sales.

a. The Applicant or its agents must request that all qualifying patients seeking to purchase medical cannabis show valid government-issued identification before distributing medical cannabis to qualified patients or caregivers. Except as may be contemplated pursuant to Applicable Law, if a qualifying patient or caregiver fails to show valid government-issued identification, the Applicant will be prohibited from distributing medical cannabis to such qualifying patient or caregiver.

b. When the Applicant permits or allows caregivers or qualifying patients under the age of 21 into the Premises, at least one identification check shall occur at the time the qualifying patient or caregiver attempts to purchase or obtain medical cannabis. Once the Applicant or its agents confirm that the qualifying patient or

caregiver is eligible to obtain medical cannabis, no additional identification checks are required under this subsection.

c. The Applicant will report all attempts by unqualified persons to purchase medical cannabis illegally to applicable authorities in accordance with Applicable Laws.

8. Deliveries.

a. For deliveries to patients, the Applicant will institute and maintain a process, other than self-affirmation, to verify (i) the qualifying patient recipient of a medical cannabis delivery is physically present at the residence or commercial building and is the same person who placed the order; and (ii) for deliveries to a patient under 18 years old, the delivery of cannabis is handed directly to the patient's authorized caregiver.

b. In accordance with Applicable Law, Applicant shall maintain a delivery manifest to track delivery of cannabis to and document receipt of each delivery.

9. Maintenance of Public Space. The Parties acknowledge that various commercial businesses and residents are in close proximity to the Premises. The Applicant will ensure that the public sidewalk (up to and including the curb) in front of the entrance to the Premises are free of litter, bottles, cans, cigarette butts, trash and other debris in compliance with relevant D.C. Code and D.C.M.R. provisions at least twice daily during the 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"; and "In the District of Columbia it is illegal to consume medical cannabis on a street, sidewalk or in a public place."

10. 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 7 a.m. and no later than 7 p.m. daily. The Applicant will comply with all Applicable Laws regarding the disposal of medical cannabis waste.

11. 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.

12. Cooperation in Stemming Illegal Activity in the Vicinity of the Premises. To the fullest extent permitted by Applicable Law, the Applicant will discourage illegal activities, including the illegal consumption of cannabis and alcohol, in the vicinity of the Premises. The Applicant will use its commercially reasonable efforts to discourage and prohibit illegal or disruptive activities in the immediate vicinity of the Premises (such as in front of, or immediately adjacent to, the Premises); provided that the Applicant shall not be liable to any

person, and shall not be deemed to breach this Section 11, for any such illegal or disruptive activities that may occur that are outside the (i) immediate vicinity of the Premises; and/or (ii) direct control of the Applicant. Notwithstanding anything to the contrary, the Applicant will maintain contact with the MPD and ABCA as appropriate.

13. Responding to Incidents in the Vicinity of the Premises. The Applicant shall comply with all Applicable Laws 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 Applicable Law, if known. The Applicant will refuse to sell medical cannabis to any person engaging in criminal conduct while inside the Premises. The reporting requirements contained in this Section shall be satisfied by using 311, 911, or as established pursuant to Applicable Law to report any incident.

14. Behavior of Qualifying Patients and Caregivers. During the hours of operation, the Applicant will use commercially reasonable efforts to prevent qualifying patients and caregivers 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 patients or caregivers that are behaving in an unruly or disruptive manner from entering the Premises; and will refuse to sell medical cannabis to any qualifying patient or caregiver that exhibits unruly or disruptive behavior while inside the Premises, as reasonably determined by the Applicant and its representatives.

15. Parking and Traffic Mitigation.

a. The Applicant will use commercially reasonable efforts to discourage its employees, vendors and qualifying patients from parking their vehicles illegally, in areas with time limitations, or resident-only parking. The Applicant will encourage its employees to use public transportation, walk, electronic-cycle or bicycle to the Premises.

b. The Applicant shall use commercially reasonable efforts to encourage vendors and contractors to park legally, and, as reasonably necessary, use commercial reasonable efforts to work with DDOT, DPW, or the appropriate District agency to resolve issues related to illegal parking by its vendors and contractors. The Applicant agrees that on the one-year anniversary of this Agreement, or at such other times as agreed upon by the Parties, that it shall reasonably review the traffic impact that the business at the Premises may have on the surrounding area and the community. The Applicant shall reasonably cooperate, in good faith, with ANC 2E to address any concerns or issues that ANC 2E may have in response to such review with respect to the traffic impacts.

c. The Applicant will use commercially reasonable efforts to notify qualifying patients that parking in the vicinity of the Premises is limited and will use reasonable efforts to encourage qualifying patients to utilize public transportation, bicycle, electronic-cycle or walk to the Premises.

16. 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.

17. Security Plan. The Applicant shall comply with the terms of its Security Plan on file with the Board.

18. 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.

19. Community Engagement. The Applicant will use reasonable efforts to hire members of the community and participate in community events. The Applicant will also regularly engage with organizations that serve the community.

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

21. Notice and Opportunity to Cure. If ANC 2E considers the Applicant to be in breach of this Agreement, and before ANC 2E seeks intervention by another D.C. government entity, ANC 2E agrees to give Applicant fifteen (15) days' notice and opportunity to cure. If the Applicant fails to begin the cure during those 15 calendar days, such failure will constitute cause for ANC 2E to file a complaint with 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:

3210 Grace Street NW

If to ANC 2E:

Advisory Neighborhood Commission 2E

2E@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.

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

22. 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.

23. 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 2E

By: Advisory Neighborhood Commission

Mimsy Lindner

ANC Commissioner

2E05

Grey Sky Designs

Carlos Toledo

Authorized Representative