

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

**In the Matter of:** )  
 )  
Dance Place, Inc. )  
t/a Dance Place )  
 )  
Applicant for a New )  
Retailer’s Class CX Multipurpose Facility License )  
 )  
at premises )  
3225 8th Street, NE )  
Washington, D.C. 20017 )  
 )

License No.: ABRA-125838  
Order No.: 2023-606

Dance Place, Inc., t/a Dance Place, Applicant

Joe Bishop-Henchman, Chairperson, Advisory Neighborhood Commission (ANC) 5F

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

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**ORDER ON SETTLEMENT AGREEMENT**

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The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that Dance Place, Inc., t/a Dance Place (Applicant), Applicant for a New Retailer’s Class CX Multipurpose Facility License and ANC 5F have entered into a Settlement Agreement (Agreement), dated October 24, 2023, 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 Joe Bishop-Henchman, on behalf of ANC 5F, are signatories to the Agreement.

Accordingly, it is this 8th day of November 2023, **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; and
2. Copies of this Order shall be sent to the Parties.

District of Columbia  
Alcoholic Beverage and Cannabis Board

eSigned via SeamlessDocu.com  
*Donovan Anderson*  
Key: ac430b9656d5f0e4b730063d1dccc8

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Donovan Anderson, Chairperson

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*James Short*  
Key: 547ae373f820e6e6c8d1b332d22048c

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James Short, Member



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Silas Grant, Jr., Member

Pursuant to D.C. Official Code § 25-433(d)(1), 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 14<sup>th</sup> 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).

## Voluntary Settlement Agreement

Dance Place (“the licensee”), located at 3225 8<sup>th</sup> Street NE, has requested a new license from the Alcoholic Beverage & Cannabis Administration (ABCA). Dance Place is located within the boundaries of Advisory Neighborhood Commission 5F (“ANC 5F”) and ANC 5F is therefore the appropriate ANC with the power to protest any license application of the licensee.

The parties have negotiated and wish to enter into a Settlement Agreement as follows:

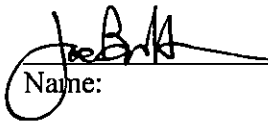
1. The licensee shall refrain from the sale of alcoholic beverages after 11pm on any exterior operating area of the premises.
2. The licensee shall take reasonable steps to discourage alcohol consumption in the immediate vicinity of the establishment, including in its parking lot. Such steps may include asking such persons to move on or calling the Metropolitan Police Department.
3. The licensee shall take reasonable steps to mitigate excessive vibration, excessive noise, or disturbance above normal speaking tones audible outside the establishment to abutting residential properties after 11pm on Sundays, Mondays, Tuesdays, Wednesdays, and Thursdays, excepting days before public holidays. Such steps may include asking such persons to move on or calling the Metropolitan Police Department.
4. The licensee shall remove litter on the premises and abutting sidewalk at least daily and as needed and shall to the best of their ability keep exterior areas of the premises in clean and well-maintained condition. The licensee shall utilize one or more sealable container(s) for trash, food waste, and recycling designed to prevent rodent intrusion, and to keep said containers closed and sealed at all times when waste is not being disposed.
5. The licensee shall maintain the establishment’s windows, in event of damage, to accommodate visuals that consider the residential community atmosphere and encourage ultimate business success.
6. The licensee shall encourage employees and patrons to walk, bike, use public transit, or park in non-residentially zoned areas. The licensee shall also discourage patrons, employees, for hire vehicles, and delivery drivers from double-parking in the road, or parking in such a way that road safety features, such as crosswalks or bike lanes, are blocked or otherwise impeded.
7. The licensee shall keep a copy of this agreement on the premises and make it available to law enforcement or ABCA inspectors upon request.
8. Upon execution of this agreement and its acceptance by ABCA, ANC 5F shall refrain from filing a protest of the Applicant’s pending ABCA license application.
9. This Agreement shall be binding upon and enforceable against any successors of the parties. Applicant agrees to specifically notify any prospective subsequent license holder of the existence of this Agreement and to provide them with a copy.
10. In the event that either party believes the other has materially breached any obligations under the Agreement, such party shall give written notice to the other of the existence and specific nature of the breach. The party alleged to be in breach shall have fourteen (14) days to cure the alleged breach. If the breach is not cured within the notice period, failure shall constitute cause for the ANC to file a complaint with the ABCA Board pursuant to DC law to enforce the Agreement.

The parties further stipulate that licensee shall comply with applicable DC laws and ABCA regulations regarding the license, and that said laws and regulations shall override this agreement in any conflict.

By the Licensee:

By ANC 5F:

Name:  \_\_\_\_\_

Name:  \_\_\_\_\_

Date: October 24, 2023

Joe Bishop-Henchman  
Chair, ANC 5F