



Advisory Neighborhood  
Commission 6D

1101 4<sup>th</sup> Street SW, Suite W130,  
Washington, DC 20024  
ANC Office: (202) 554-1795  
6d@anc.dc.gov

## **COOPERATIVE AGREEMENT**

THIS COOPERATIVE AGREEMENT (“Agreement”) is made on this \_\_\_\_ day of January 2024 by and between W/L Holdings, Inc. t/a Cordial Craft Wine Beer & Spirits (“Licensee”) at 70 District Sq., SW, Washington, DC 20024, ABRA License #113593, and Advisory Neighborhood Commission 6D (“the ANC” or “ANC6D”), (collectively, the “Parties”).

### **PREAMBLE**

Through this Agreement, both Parties aim to create an environment in which Licensee may operate as a viable contributing establishment in ANC6D community.

### **WITNESSETH**

WHEREAS, Licensee holds a License Class A ABC License (ABRA-113593) with Tasting Endorsement located at 35 Sutton Square, SW, Washington, DC 20024 for a retail alcohol sales establishment (“Establishment”) selling wine, beer, and spirits;

WHEREAS, Licensee has applied for a transfer of its current premises from 35 Sutton Square, SW to 70 District Square, SW, Washington, DC 20024 (“Premises”); and

WHEREAS, Licensee is encouraged to work regularly with ANC6D and its representatives, other neighborhood organizations, and residents to ensure that the business operations facilitate the enjoyment of the surrounding neighborhood; and

WHEREAS, the Parties are desirous of entering into a Cooperative Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect of the Establishment within the ANC on peace, order, and quiet, including the noise and litter provisions set forth in §§ 25-725 and 25-726 and to eliminate the need for a Protest Hearing regarding the location transfer application (“Application”);

WHEREAS, all Parties believe that the statements and provisions contained in this agreement are reasonable and shall become wholly integrated into the operation of the Establishment. The Parties agree that any substantial change in must first be approved by the Alcoholic Beverage and Cannabis Board (“ABC Board”); and

WHEREAS, the Parties have agreed to enter into this Agreement and request that the ABC Board approve Licensee’s Application conditioned upon Licensee’s compliance with the terms of this written Agreement; and

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

ANC 6D Cooperative Agreement  
W/L Holdings, Inc. t/a Cordial Craft Wine Beer & Spirits, ABRA-113593,  
70 District Sq., SW, Washington, DC 20024, January 2024- December 2023

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
2. **Nature of the Business.** Licensee will manage and operate a liquor store selling spirits, wine, and beer.
3. **Hours.** Licensee's hours shall be as follows:
  - A. Hours of Operations: 7:00am – 12:00am, daily;
  - B. Hours of Alcohol Sales: 8:00am – 12:00am, daily; and
  - C. Hours of Tasting Endorsement: 8:00am – 12:00am, daily.
4. **Floors Utilized and Occupancy.** Licensee will operate its Establishment on the ground floor of the Premises. However, Licensee may utilize additional areas for inventory storage and office space.
5. **Public Space and Trash.** Licensee shall take reasonable measures to ensure that the immediate environs of the Premises are kept free of litter and debris, including the sidewalks or other public property immediately adjacent to the Premises or adjacent to the property used by Licensee to conduct its business. During and after tastings, no open containers, cups, bottles/cans, etc. shall be permitted outside of or to leave the Premises regardless of content.
6. **Parking Arrangements.** It is a concern of the ANC that Licensee's operation of the Establishment does not create or exacerbate parking problems within the area. Licensee shall notify patrons (through a website or other means) that there is limited parking in the vicinity and shall provide information about public transportation.
7. **Deliveries.** Licensee shall receive all deliveries during hours between 6:00am and 7:00pm Mondays to Saturdays. Licensee shall not knowingly accept deliveries from vendors parked illegally. Licensee shall take reasonable, necessary steps to ensure that all deliveries will be taken into Licensee's facility within in a reasonable time period.
8. **Security Cameras.** Licensee shall have recording cameras that cover the areas where alcoholic beverages are sold. Licensee shall maintain security cameras and: (a) Ensure the cameras are operational; (b) Maintain footage of a crime of violence or a crime involving a gun for a minimum of 30 days; and (c) Make the security footage available within 48 hours upon the request of Alcoholic Beverage and Cannabis Administration ("ABCA") or the Metropolitan Police Department.
9. **License Ownership and Compliance with ABCA Regulations.** Licensee shall abide by all ABCA regulations regarding the ownership of the license and all other provisions applicable to liquor licensees. Parties acknowledge that any reference to the DC Code or regulations are for refence only and a violation of the DC code or regulations does not constitute a violation of this Agreement. Both

Licensee and the ANC have standing to ask the ABC Board to enforce any violations of the agreement.

10. **Participation in the Community.** Licensee is encouraged to maintain open communication with the Protestant, and the community for which the ANC acts.

11. **Notice and Opportunity to Cure.** In the event that any of the Parties is in breach of this Agreement, ANC 6D Cooperative Agreement  
W/L Holdings, Inc. t/a Cordial Craft Wine Beer & Spirits, ABRA-113593,  
70 District Sq., SW, Washington, DC 20024 , January 2024- December 2023

it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If the breaching party fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30 days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for filing a complaint with the ABC Board pursuant to D.C. Official Code § 25-447. All notices and communication shall be directed as follows:

If to Licensee: Chuck Waldmann W/L  
Holdings, Inc.  
70 District Square, SW  
Washington, DC 20024 Phone:  
512-633-8629  
e-mail: chuck@cordialcraftwines.com

If to ANC6D: Advisory Neighborhood Commission 6D  
1101 4<sup>th</sup> Street, SW, Suite W130  
Washington, DC 20024  
Attn: Chair, ANC  
Phone: (202) 202 554-1795  
e-mail: 6D@anc.gov

Failure to give notice shall not constitute waiver or acquiescence to a violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

12. **No Protest.** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, the ANC shall refrain from filing a protest against Licensee's pending Application.

**The ANC:**

Advisory Neighborhood Commission 6D

By: Fredericka Kramer

January 22, 2024

Fredericka "Rikki" Kramer, Chair, ANC6D

Date

**LICENSEE:**

W/L Holdings, Inc. t/a Cordial Craft Wine Beer & Spirits

By: Charles Waldmann

12/18/2023

Charles Waldmann, Director

Date