

**PLEASE NOTE: REMOTE MEETING via ZOOM**

Meeting ID (253 279 4161)

Dial: (929) 205 6099

**Brandon Board of Liquor Control Commissioners Meeting  
February 8, 2021  
7:00 p.m.**

The Brandon Board of Liquor Control Commissioners will meet Monday, February 8, 2021 in conjunction with the Select Board Meeting to begin at 7:00 p.m. expecting to consider the items noted on this agenda. Agendas shall be posted on the community bulletin board located at the Town Office at 49 Center Street and on the community bulletin board located at the Junction Store & Deli at 2265 Forest Dale Road. The Select Board reserves the right to add additional items, if necessary, at the beginning of the meeting.

- 1) Call to Order
  - a) Agenda Adoption
- 2) Approval of Minutes:
  - a) Board of Liquor Control Commissioners Meeting – January 11, 2021
- 3) Approve Liquor Licenses:
  - a) First Class
    - M & B Hospitality LLC dba Brandon Inn
    - Old Mill Inn, LLC dba The Inn at Neshobe River
    - Red Clover Ale Company
  - b) Second Class
    - Martin's Foods of South Burlington dba Hannaford Supermarket #8409
    - Wesco, Inc. dba Champlain Farms
- 4) Approve Outside Consumption Permits:
  - Old Mill Inn, LLC dba The Inn at Neshobe River
- 5) Adjournment

**Brandon Board of Liquor Control Commissioners Meeting  
January 11, 2021**

**NOTE: These are unapproved minutes, subject to amendment and/or approval at the subsequent board meeting.**

**All in Attendance via Zoom.**

**Board Members In Attendance:** Brian Coolidge, Seth Hopkins, Tim Guiles, Doug Bailey, Tracy Wyman

**Others In Attendance:** Dave Atherton, Shari Vaccarella, Butch Shaw, Bill Moore, Brent Buehler, Chris Brickell, Stephanie Jerome, Sue Gage, Lee Kahrs, Jan Coolidge, Barry Varian, Margaret Kahrs

**1. Call to Order**

The meeting was called to order at 7:45PM by Seth Hopkins - Chair.

***a. Agenda Adoption***

**Motion** by Doug Bailey/Tim Guiles to approve the agenda, as presented. **The motion passed unanimously.**

**2. Consent Agenda**

***a) Approve Minutes of Board of Liquor Control Commissioners Meeting – November 9, 2020***

**Motion** by Brian Coolidge/Tracy Wyman to approve the minutes of the November 9, 2020 meeting. **The motion passed unanimously.**

***b) Approve Liquor Licenses***

- *Mousa Brothers, Inc. dba Brandon Discount Beverage & Tobacco*
- *Union Street VT, Ltd dba Union Street Grocery*
- *Walgreen Eastern Co., Inc. dba Walgreens #18265*

**Motion** by Tracy Wyman/Tim Guiles to approve the liquor licenses as noted above. **The motion passed unanimously.**

**3. Adjournment**

**Motion** by Brian Coolidge/Tracy Wyman to adjourn the Board of Liquor Control Commissioners meeting at 7:47PM. **The motion passed unanimously.**

Respectfully submitted,

Charlene Bryant  
Recording Secretary

**FIRST/SECOND/THIRD CLASS LIQUOR LICENSE AND TOBACCO APPLICATION**

(License year is May 1<sup>ST</sup> through April 30<sup>TH</sup> of the following year)

Print Name of Person, Partnership, Corp., Club or LLC

**M & B Hospitality LLC**

Doing Business as – Trade Name

**Brandon Inn (Pending)**

Street

**20 Park street**

Town or City & Zip Code

**Brandon, VT 05733**

Telephone Number

**(802) 247-5766**

Mailing Address (if different from above)

**185 Adams Road, Brandon, VT 05733**

Email address:

**Jmacclaren@aol.com**

APPLICATION FEES:

FIRST CLASS LICENSE - \$115.00 to DLC **and** \$115.00 to Town/City

SECOND CLASS LICENSE- \$70.00 to DLC **and** \$70.00 to Town/City

SECOND CLASS RETAIL DELIVERY PERMIT - \$100.00 to DLC

THIRD CLASS LICENSE - \$1,095 for a full year to DLC  
\$550 for 6 or fewer months to DLC

TOBACCO LICENSE- (there is no application fee for tobacco if applying for second class)

TOBACCO ENDORSEMENT PERMIT - \$50.00 to DLC

*\*If applying for Tobacco only license, please use the Tobacco Only form.\**

**Please check appropriate categories**

FIRST CLASS

SECOND CLASS

THIRD CLASS

TOBACCO

Retail Delivery Permit

Tobacco Endorsement

Restaurant

Hotel

Club

Commercial Kitchen (a Liquor Control Commercial Caterer's License is needed with this license)

**TO THE CONTROL COMMISSIONERS OF THE TOWN/CITY OF Brandon, VT**

Application is hereby made for a license to sell malt and vinous beverages under and in accordance with Title 7, Vermont Statutes Annotated, as amended, and certify that all statements, information and answers to questions herein contained are true; and in consideration of such license being granted do promise and agree to comply with all local and state laws; and to comply with all regulations made and promulgated by the Board of Liquor and Lottery. Upon hearing, the Board of Liquor and Lottery may, in its discretion, suspend or revoke such license whenever it may determine that the law or any regulations of the Board of Liquor and Lottery have been violated, or that any statement, information or answers herein contained are false.

**MISREPRESENTATION OF A MATERIAL FACT ON ANY LICENSE APPLICATION SHALL BE GROUNDS FOR SUSPENSION OR REVOCATION OF THE LICENSE, AFTER NOTICE AND HEARING.**

If this premise was previously licensed, please indicate name The Brandon Inn

I/we are applying as (please check one):

- INDIVIDUAL
- LIMITED LIABILITY COMPANY
- PARTNERSHIP
- CORPORATION

Please fill in name and address of individual, partners, directors or members.

LEGAL NAME	STREET/CITY/STATE
Joel D. MacClaren	311 Bartlett Drive, Madison, CT 06443
Marshall E. Bratton Jr	185 Adams Road, Brandon, VT 05733
Deborah R. Bratton	185 Adams Road, Brandon, VT 05733
David Francis Rieman MacClaren III	597 E. 3rd street, Boston, MA 02127

Are all of the above citizens or lawful permanent residents of the UNITED STATES?  Yes  No

If naturalized citizen or lawful permanent resident of the United States, please provide a copy of the naturalization or lawful permanent resident documentation.

**CORPORATE INFORMATION:**

If you have checked the box marked CORPORATION, please fill out this information for stockholders (attach sheet if necessary).

LEGAL NAME	STREET/CITY/STATE
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Date of incorporation \_\_\_\_\_ Is corporate charter now valid? Yes  No

Corporate Federal Identification Number \_\_\_\_\_

Have you registered your corporation and/or trade name with the Town/City Clerk? Y  N  and/or Secretary of State? Y  N   
(as required by VSA Title 11 § 1621, 1623 & 1625).

ALL APPLICANTS

HAVE ANY OF THE APPLICANTS EVER BEEN CONVICTED OR PLED GUILTY TO ANY CRIMINAL OR MOTOR VEHICLE OFFENSE IN ANY COURT OF LAW (INCLUDING TRAFFIC TICKETS) AT ANY TIME?  YES  NO

If yes, please complete the following information: (attached sheet if necessary)

Name    Court/Traffic Bureau    Offense    Date

Do any of the applicants hold any elective or appointive state, county, city, village/town office in Vermont? (See VSA, T.7, Ch. 9, §223)  
If yes, please complete the following information:

Name    Office    Jurisdiction

Please give name, title and date attended of manager, director, partner or individual who has attended a Liquor Control Licensee Education Seminar, as required by Education Regulation No. 3:

Name: Joel D. MacClaren  
Title: Member  
Date: January 12, 2021

If you have not attended an Education Seminar prior to making application, please visit [www.liquorcontrol.vermont.gov](http://www.liquorcontrol.vermont.gov) and click on Seminar Schedule for a list of Seminars in your area.

**FOR ALL APPLICANTS: DESCRIPTION /LOCATION OF PREMISES** (Section 4)

Description of the premises to be licensed: Brandon Inn  
20 Park Street  
Brandon, VT 05733

Does applicant own the premises described? YES  NO  If not owned, does applicant lease the premises? YES  NO   
Pending

If leased, name and address of lessor who holds title to property:

Are you making this application for the benefit of any other party? YES  NO

**FIRST CLASS APPLICANTS ONLY:** No first-class license may be issued without the following information.

HEALTH LICENSE #: Food Pending Lodging (if licensed as a Hotel) Pending  
VERMONT TAX DEPARTMENT: Meals & Rooms Certificate/Business Account# Pending

Business is devoted primarily to (please check one):

FOOD (restaurant)       HOTEL       CLUB       COMMERCIAL CATERING

If you are considering Outside Consumption service on decks, porches, cabanas, etc. you must complete an Outside Consumption Permit. This form can be found on our website at [www.liquorcontrol.vermont.gov](http://www.liquorcontrol.vermont.gov) and then click on licensing and then forms.

ALL APPLICANTS MUST COMPLETE AND SIGN BELOW

The applicant(s) understands and agrees that the Board of Liquor and Lottery may obtain criminal history record information from State and Federal repositories prior to acting on this application.

I/We hereby certify, under pains and penalties of perjury, that I/We are in good standing with respect to or in full compliance with a plan approved by the Commissioner of Taxes to pay any and all taxes due the State of Vermont as of the date of this application. (VSA, Title 32, §3113).

In accordance with 21 VSA, §1378 (b) I/We certify, under pains and penalties of perjury, that I/We are in good standing with respect to or in full compliance with a plan to pay any and all contributions or payments in lieu of contributions due to the Department of Employment and Training.

**If applicant is applying as an individual:** I hereby certify that I/We are not under an obligation to pay child support or that I/We are in good standing with respect to child support or am in full compliance with a plan to pay any and all child support payable under a support order. (VSA, Title 15, §795).

Dated at Brandon in the County of Rutland and State of Vermont  
this 25<sup>th</sup> day of January, 2021

**Corporations/Clubs:** Signature of Authorized Agent      **Individuals/Partners:** (All partners must sign)

*Marshall E. Brath*

TOWN/CITY APPROVAL/DISAPPROVAL

Upon being satisfied that the conditions precedent to the granting of this license as provided in Title 7 of the Vermont Statutes Annotated, as amended, have been fully met by the applicant, the commissioners will endorse their recommendation on the back of the applications and transmit both copies to the Board of Liquor and Lottery for suitable action thereon, before any license may be granted. For the information of the Board of Liquor and Lottery, all applications shall carry the signature of each individual commissioner registering either approval or disapproval. Lease or title must be recorded in town or city before issuance of license.

\_\_\_\_\_, Vermont, \_\_\_\_\_  
Town/City Date

APPROVED

DISAPPROVED

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please check one:  Approved  Disapproved  
by the Board of Control Commissioners of the City or Town of \_\_\_\_\_

Total Membership \_\_\_\_\_ Members present \_\_\_\_\_

Attest,  
City or Town Clerk

**TOWN OR CITY CLERK SHALL MAIL ONE APPLICATION DIRECTLY TO THE DIVISION OF LIQUOR CONTROL, 13 Green Mountain Drive, Montpelier, VT 05602. If application is disapproved, local control commissioners shall notify the applicant by letter.**

No formal action taken by any agency or authority of any town board of selectmen or city board of aldermen on a first or second-class application shall be considered binding except as taken or made at an open public meeting. VSA Title 1 §312.

**SECTION 5111 AND 5121 OF THE INTERNAL REVENUE CODE OF 1954 REQUIRE EVERY RETAIL DEALER IN ALCOHOLIC BEVERAGES TO FILE A FORM ANNUALLY AND PAY A SPECIAL TAX IN CONNECTION WITH SUCH SALES ACTIVITY. FOR FURTHER INFORMATION, CONTACT:**

**THE BUREAU OF ALCOHOL, TOBACCO & FIREARMS (TTB)  
DEPARTMENT OF THE TREASURY  
550 MAIN STREET, CINCINNATI, OH 45202  
(513) 684-2979**

**NOTICE: All new applications are investigated by the Enforcement and Licensing Division prior to approval/disapproval of the license by the Board of Liquor and Lottery. Please note that this process can take anywhere from 2 weeks to 6 weeks to complete once Liquor Control receives the application.**

**Personal Information Form  
To Accompany License Applications**

Complete for all Owners, Partners, or Corporate Officers

Legal Name: Joel D. MacClaren  
Telephone: (203) 671-4788 Email: jmacclaren@aol.com  
Address: 311 Bartlett Drive Madison CT 06443  
Street City/Town State Zip Code  
Date of Birth: 5/25/55 Place of Birth: Rochester, NY Gender: male  
Drivers License #: 054613504 State: CT

Legal Name: Marshall E. Bratton Jr  
Telephone: (802) 247-5412 Email: edbratton@yahoo.com  
Address: 185 Adams Road Brandon VT 05733  
Street City/Town State Zip Code  
Date of Birth: 8/6/42 Place of Birth: Kansas City, MO Gender: male  
Drivers License #: 22070479 State: VT

Legal Name: Deborah R. Bratton  
Telephone: (802) 247-5412 Email: debrbratton@gmail.com  
Address: 185 Adams Road Brandon ~~MO~~ VT 05733  
Street City/Town State Zip Code  
Date of Birth: 11/16/54 Place of Birth: Lackawanna, NY Gender: female  
Drivers License #: 12137648 State: VT

*Use additional forms if necessary.*

Send completed form with application to:

Vermont Department of Liquor and Lottery  
Division of Liquor Control  
Attention: Licensing  
13 Green Mountain Drive  
Montpelier, VT 05602

Phone (802) 828-2345  
FAX (802) 828-1031  
Email [DLC.EnfLic@vermont.gov](mailto:DLC.EnfLic@vermont.gov)



**Personal Information Form  
To Accompany License Applications**

Complete for all Owners, Partners, or Corporate Officers

Legal Name: David Francis Rieman MacClaren III

Telephone: (203) 687-8193 Email: david.macclaren@gmail.com

Address: 597 East 3rd Street Boston MA 02127  
Street City/Town State Zip Code

Date of Birth: 6/25/89 Place of Birth: New Haven, CT Gender: Male

Drivers License #: SB0459792 State: MA

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

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City/Town State Zip Code

Date of Birth: \_\_\_\_\_ Place of Birth: \_\_\_\_\_ Gender: \_\_\_\_\_

Drivers License #: \_\_\_\_\_ State: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City/Town State Zip Code

Date of Birth: \_\_\_\_\_ Place of Birth: \_\_\_\_\_ Gender: \_\_\_\_\_

Drivers License #: \_\_\_\_\_ State: \_\_\_\_\_

*Use additional forms if necessary.*

Send completed form with application to:

Vermont Department of Liquor and Lottery  
Division of Liquor Control  
Attention: Licensing  
13 Green Mountain Drive  
Montpelier, VT 05602

Phone (802) 828-2345  
FAX (802) 828-1031  
Email [DLC.EnfLic@vermont.gov](mailto:DLC.EnfLic@vermont.gov)

# M&B Hospitality, LLC Operating Agreement

This Operating Agreement (the "Agreement") made and entered into this 24th day of November, 2020 (the "Execution Date"),

## BETWEEN

- Joel D MacClaren of 311 Bartlett Drive, Madison, Connecticut 06443, and
- Deborah R Bratton of 185 Adams Road, Brandon, Vermont 05733, and
- Marshall E Bratton, Jr of 185 Adams Road, Brandon, Vermont 05733, and
- David Francis Rieman MacClaren of 597 East 3<sup>rd</sup> St, Boston, Massachusetts 02127, (individually the "Member" and collectively the "Members").

## BACKGROUND

- A. The Members wish to associate themselves as members of a limited liability company.
- B. The terms and conditions of this Agreement will govern the members within the limited liability company.

**IN CONSIDERATION OF** and as a condition of the Members entering into this Agreement and other valuable consideration, the receipt and sufficiency of which is acknowledged, the parties to this Agreement agree as follows:

### Formation

1. By this Agreement the Members form a Limited Liability Company (the "Company") in accordance with the laws of the State of Vermont. The rights and obligations of the Members will be as stated in Chapter 21 of Title 11 of the Vermont Statutes Annotated (the "Act") except as otherwise provided herein.

### Name

2. The name of the Company will be M&B Hospitality, LLC.

### Purpose

3. This company is organized for the conduct of any or all lawful affairs for which a limited liability company may be organized, to include the operation of an historic country inn.

### Term

- The Company will continue until terminated as provided in this Agreement or may dissolve under conditions provided in the Act.

**Place of Business**

- The Principal Office of the Company will be located at 20 Park Street, Brandon, Vermont 05733 or such other place as the Members may from time to time designate.

**Capital Contributions**

- The following is a list of all Members and their Initial Capital Contributions to the Company. Each of the Members agree to make their Capital Contributions to the Company, full and on time, according to the following terms:

<b>Member</b>	<b>Member Number</b>	<b>Contribution Description</b>	<b>Value of Contribution</b>	<b>Delivery Date</b>
Joel D MacClaren	1	Cash	\$60.00	
Deborah R & Marshall E Bratton, Jr	2	Cash	\$20.00	
David Francis Rieman MacClaren	3	Cash	\$20.00	

**Distribution of Profits/Losses**

- Subject to the other provisions of this Agreement, the Net Profits or Losses of the Company, for both accounting and tax purposes, will be distributed between the Members in the following manner:

<b>Member</b>	<b>Profit/Loss Percentage</b>
Joel D MacClaren	60.00%
Deborah R & Marshall E Bratton, Jr	20.00%
David Francis Rieman MacClaren	20.00%

8. Distributions will be made following the fiscal year end and year end reporting.
9. Tax Allocations will be made in the same fixed proportions as the allocation of Net Profits or Losses described above.
10. No Member will have priority over any other Member for the distribution of Net Profits or Losses.

#### **Voting**

11. Each Member will be entitled to cast votes on any matter based upon the proportion of that Member's Capital Contributions in the Company.

#### **Nature of Interest**

12. A Member's interest in the Company will be considered personal property, and will at no time be considered real property.

#### **Additional Contributions**

13. Whenever additional capital is determined to be required, Member 1 will be responsible for meeting the capital contribution requirement.
14. Any advance of money to the Company by Member 1 in excess of the amounts provided for in this Agreement or subsequently agreed to, will be deemed a debt due from the Company rather than an increase in the Capital Contribution of the Member. This liability will be repaid with interest at such rates and times to be determined by a majority of the Members. This liability will not entitle Member 1 to any increased share of the Company's profits nor to a greater voting power. Resolution of such debts may have preference or priority over any other payments to Members as may be determined by a majority of the Members.

#### **Capital Accounts**

15. An individual capital account will be maintained for each Member and their initial Capital Contribution will be credited to this account. Any Additional Contributions made by any Member will be credited to that Member's individual Capital Account.

#### **Compensation of Members for Services Rendered**

16. Members will not be compensated by the Company for services rendered to or on behalf of the Company, except the Managing Member. Reimbursement for expenses directly related to the operation of the Company will be made to Members in a timely manner.

#### **Management**

17. Management of this Company is vested in the Members.

**Authority to Bind Company**

18. Only the following individual has authority to bind the Company in contract: Joel MacClaren, who serves as the Managing Member for day to day operations of the Company.

**Duty of Loyalty**

19. No Member will engage in any business, venture or transaction, whether directly or indirectly, that might be competitive with the business of the Company or that would be in direct conflict of interest to the Company. Any potential conflicts of interest will be deemed an Involuntary Withdrawal of the offending Member and may be treated accordingly by the remaining Members. A withdrawing Member will not carry on a similar business to the business of the Company within any established or contemplated market regions of the Company for a period of at least 3 years after the date of withdrawal.

**Duty to Devote Time**

20. Each Member will devote such time and attention to the business of the Company as the majority of the Members will from time to time reasonably determine for the conduct of the Company business.

**Member Meetings**

21. Member meetings will be held at the following address, or any other location that the Members may from time to time designate: The Principal Office, 20 Park Street, Brandon, Vermont 05733.

22. Any impending Member meeting will require 24 hour notice be given to all Members or consent by all Members.

23. A meeting may be called by any Member providing that appropriate notice has been provided to the other Members.

24. If all of the Members are not present at the meeting, actions may still be taken by the present Members if prior written consent of the absent Members has been obtained.

**Admission of New Members**

25. A new Member may only be admitted to the Company with a unanimous vote of the existing Members.

26. The new Member agrees to be bound by all the covenants, terms, and conditions of this Agreement, inclusive of all current and future amendments. Further, a new Member will execute such documents as are needed to effect the admission of the new Member. Any new Member will receive such business interest in the Company as determined by a unanimous decision of the other Members.

### **Dissociation of a Member**

27. Voluntary Withdrawal: No Member may voluntarily withdraw from the Company for a period of 24 months from the execution date of this Agreement. After the expiration of this period, any Member (the "Dissociated Member") will have the right to voluntarily withdraw from the Company at the end of any fiscal year. Written notice of intention to withdraw must be served upon the remaining Members at least 3 months prior to the fiscal year end. The withdrawal of such Member will have no effect upon the continuance of the Company business. If the remaining Members elect to purchase the interest of the withdrawing Member, the Members will serve written notice of such election upon the withdrawing Member within thirty (30) days after receipt of the withdrawing Member's notice of intention to withdraw, including the purchase price and method and schedule of payment for the withdrawing Member's interest. The purchase amount of any buyout of a Member's interest will be determined as outlined in the Valuation of Interest section of this Agreement. It remains incumbent on the withdrawing Member to exercise this right in good faith and to minimize any present or future harm done to the remaining Members as a result of the withdrawal.
28. Involuntary Withdrawal: Events leading to the involuntary withdrawal of a Member (the "Dissociated Member") from the Company will include but not be limited to: death of a Member; Member mental incapacity; Member disability preventing reasonable participation in the Company; Member incompetence; breach of fiduciary duties by a Member; criminal conviction of a Member; Operation of Law against a Member or a legal judgment against a Member that can reasonably be expected to bring the business or societal reputation of the Company into disrepute. Expulsion of a Member can also occur on application by the Company or another Member, where it has been judicially determined that the Member: has engaged in wrongful conduct that adversely and materially affected the Company's business; has willfully or persistently committed a material breach of the Operating Agreement or of a duty owed to the Company or to the other Members; or has engaged in conduct relating to the Company's business that makes it not reasonably practicable to carry on the business with the Member. The withdrawal of such Member will have no effect upon the continuance of the Company business. If the remaining Members elect to purchase the interest of the withdrawing Member, the remaining Members will serve written notice of such election, including the purchase price and method and schedule of payment for the withdrawing Member's interest, upon the withdrawing Member, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the

change in circumstance to the affected Member. The purchase amount of any buyout of a Member's interest will be determined as outlined in the Valuation of Interest section of this Agreement.

29. On any purchase and sale made pursuant to this section, a Dissociated Member will only have liability for Company obligations that were incurred during their time as a Member. Immediately upon purchase of a withdrawing Member's interest, the Company will prepare, file, serve, and publish all notices required by law to protect the withdrawing Member from liability for future Company obligations. Where the remaining Members have purchased the interest of a dissociated Member, the purchase amount will be paid in full, but without interest, within 90 days of the date of withdrawal. The Company will retain exclusive rights to use of the trade name and firm name and all related brand and model names of the Company.
30. In the event the remaining Members are unwilling or unable to purchase the interest of the Dissociated Member due to a voluntary or involuntary withdrawal from the Company then the Members will submit to mediation and, if necessary, binding arbitration for a final resolution. Valuation and distribution will be determined as described in the Valuation of Interest section of this Agreement.
31. The remaining Members retain the right to seek damages from a dissociated Member where the dissociation resulted from a malicious or criminal act by the dissociated Member or where the dissociated Member had breached their fiduciary duty to the Company or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Company or to the reputation of the Company.

#### **Buyout Agreement**

32. In the event of a Member's interest in the Company becoming for sale, due to any reason, the remaining Members of the Company have a right of first purchase on the interest. The value of the interest in the Company will be determined as outlined in the Valuation of Interest section of this Agreement.

#### **Assignment of Interest**

33. A Member's financial interest in the Company can only be assigned to another Member and cannot be assigned to a third party.

#### **Valuation of Interest**

34. In the absence of a written agreement setting a value, the value of the Company will be based on the fair market value appraisal of all Company assets (less liabilities) determined in accordance with generally accepted accounting procedures. This appraisal will be conducted by a qualified independent

accounting firm agreed to by all Members. A qualified appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Members. A withdrawing Member's interest will be in proportion to their profit and loss share in the Company, less any outstanding liabilities a Member may have to the Company. The intent of this section is to ensure the survival of the Company despite the withdrawal of any individual Member.

35. No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Company books immediately prior to valuation.

### **Dissolution**

36. The Company may be dissolved by a unanimous vote of the Members. The Company will also be dissolved on the occurrence of events specified in the Act.
37. Upon Dissolution of the Company and liquidation of Company property, and after payment of all selling costs and expenses, the liquidator will distribute the Company assets to the following groups according to the following order of priority:
- a. in satisfaction of liabilities to creditors except Company obligations to current Members;
  - b. in satisfaction of Company obligations to current Members to pay debts; and
  - c. to the Members in proportion to their profit and loss share in the Company.
38. The claims of each priority group will be satisfied in full before satisfying any claims of a lower priority group. Any excess of Company assets after liabilities or any insufficiency in Company assets in resolving liabilities under this section will be resolved by the Members in proportion to the profit and loss share of each Member as set out in this Agreement.

### **Records**

39. The Company will at all times maintain accurate records of the following:
- a. Information regarding the status of the business and the financial condition of the Company.
  - b. A copy of the Company federal, state, and local income taxes for each year (promptly after becoming available).



- c. Name and last known business, residential, or mailing address of each Member, as well as the date that person became a Member.
  - d. A copy of this Agreement and any articles or certificate of formation, as well as all amendments, together with any executed copies of any written powers of attorney pursuant to which this Agreement, articles or certificate, and any amendments have been executed.
  - e. The cash, property, and services contributed to the Company by each Member, along with a description and value, and any contributions that have been agreed to be made in the future.
40. Each Member has the right to demand, within a reasonable period of time, a copy of any of the above documents for any purpose reasonably related to their interest as a Member of the Company, at their expense.

#### **Books of Account**

41. Accurate and complete books of account of the transactions of the Company will be kept and at all reasonable times be available and open to inspection and examination by any Member. The Books of Account will be kept on the accrual basis method of accounting.

#### **Banking and Company Funds**

42. The funds of the Company will be placed in such investments and banking accounts as will be designated by the Members. All withdrawals from these accounts will be made by the duly authorized agent or agents of the Members as agreed by unanimous consent of the Members. Company funds will be held in the name of the Company and will not be commingled with those of any other person or entity.

#### **Audit**

43. Any of the Members will have the right to request an audit of the Company books. The cost of the audit will be borne by the Company. The audit will be performed by an accounting firm acceptable to all the Members. Not more than one (1) audit will be required by any or all of the Members for any fiscal year.

#### **Fiscal Year End**

44. The fiscal year end of the Company is the 31st day of December.

#### **Tax Treatment**

45. This Company is intended to be treated as a partnership, for the purposes of Federal and State Income Tax.

### **Tax Matters Partner**

46. The tax matters partner will be Joel MacClaren (the "Tax Matters Partner"). The Tax Matters Partner will prepare, or cause to be prepared, all tax returns and reports for the Company and make any related elections that the Members deem advisable.
47. A Tax Matters Partner can voluntarily withdraw from the position of Tax Matters Partner or can be appointed or replaced by a majority of the Voting Members. In the event of a withdrawal of the Tax Matters Partner from the Company, the remaining Members will appoint a successor as soon as practicable.

### **Annual Report**

48. As soon as practicable after the close of each fiscal year, the Company will furnish to each Member an annual report showing a full and complete account of the condition of the Company including all information as will be necessary for the preparation of each Member's income or other tax returns. This report will consist of at least:
  - a. A copy of the Company's federal income tax returns for that fiscal year.
  - b. Supporting income statement.
  - c. A balance sheet.
  - d. A breakdown of the profit and loss attributable to each Member.

### **Goodwill**

49. The goodwill of the Company will be assessed at an amount to be determined by appraisal using generally accepted accounting procedures.

### **Governing Law**

50. The Members submit to the jurisdiction of the courts of the State of Vermont for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

### **Mediation and Arbitration**

51. In the event a dispute arises out of or in connection with this Agreement, the parties will attempt to resolve the dispute through friendly consultation. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is

unavailable, any outstanding issues will be submitted to final and binding arbitration in accordance with the American Arbitration Association (AAA) rules and the laws of the State of Vermont. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of Vermont.

### **Force Majeure**

52. A Member will be free of liability to the Company where the Member is prevented from executing their obligations under this Agreement in whole or in part due to force majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Member has communicated the circumstance of the event to any and all other Members and where the Member has taken any and all appropriate action to satisfy his duties and obligations to the Company and to mitigate the effects of the event.

### **Forbidden Acts**

53. No Member may do any act in contravention of this Agreement.
54. No Member may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Member of the Company.
55. No Member may do any act that would make it impossible to carry on the ordinary business of the Company.
56. No Member will have the right or authority to bind or obligate the Company to any extent with regard to any matter outside the intended purpose of the Company.
57. No Member may confess a judgment against the Company.
58. Any violation of the above forbidden acts will be deemed an Involuntary Withdrawal of the offending Member and may be treated accordingly by the remaining Members.

### **Indemnification**

59. All Members will be indemnified and held harmless by the Company from and against any and all claims of any nature, whatsoever, arising out of a Member's participation in Company affairs. A Member will not be entitled to indemnification under this section for liability arising out of gross negligence or willful misconduct of the Member or the breach by the Member of any provisions of this Agreement.

### **Liability**

60. A Member or any employee will not be liable to the Company or to any other Member for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred or implied by this Agreement or the Company. The Member or employee will be liable only for any and all acts and omissions involving intentional wrongdoing.

#### **Liability Insurance**

61. The Company may acquire insurance on behalf of any Member, employee, agent or other person engaged in the business interest of the Company against any liability asserted against them or incurred by them while acting in good faith on behalf of the Company.

#### **Life Insurance**

62. The Company will have the right to acquire life insurance on the lives of any or all of the Members, whenever it is deemed necessary by the Company. Each Member will cooperate fully with the Company in obtaining any such policies of life insurance.

#### **Actions Requiring Unanimous Consent**

63. The following actions will require the unanimous consent of all Members:

- a. Assignment of ownership rights of Company property.
- b. Endangering the ownership or possession of Company property.
- c. Releasing any Company claim except for payment in full.
- d. Admission of new members.
- e. Dissolution of the company.
- f. Authorizing an agent or agents for withdrawals of company funds from investments or banking accounts.
- g. Amendment of the operating agreement.

#### **Amendment of Operating Agreement**

64. Amendment of this section or the Voting section will require the unanimous written consent of all Members.

#### **Title to Company Property**

65. Title to all Company property will remain in the name of the Company. No Member or group of Members will have any ownership interest in Company property in whole or in part.

### **Miscellaneous**

66. Time is of the essence in this Agreement.

67. This Agreement may be executed in counterparts.

68. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in a neutral gender include the masculine gender and the feminine gender and vice versa.

69. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

70. This Agreement contains the entire agreement between the parties. All negotiations and understandings have been included in this Agreement. Statements or representations that may have been made by any party to this Agreement in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements have no force or effect in respect to this Agreement. Only the written terms of this Agreement will bind the parties.

71. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Member's successors, assigns, executors, administrators, beneficiaries, and representatives.

72. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the U.S. Mail, postage prepaid, to the parties at the addresses contained in this Agreement or as the parties may later designate in writing.

73. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

### **Definitions**

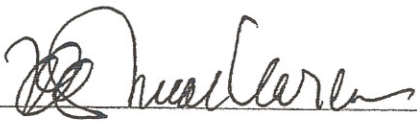
74. For the purpose of this Agreement, the following terms are defined as follows:

- a. "Additional Contribution" means Capital Contributions, other than Initial Contributions, made by Members to the Company.
- b. "Capital Contribution" means the total amount of cash, property, or services contributed to the Company by any one Member.
- c. "Initial Contribution" means Capital Contributions made by any Member to acquire an interest in the Company.
- d. "Net Profits or Losses" means the net profits or losses of the Company as determined by generally accepted accounting principles.
- e. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.
- f. "Principal Office" means the office whether inside or outside the State of Vermont where the executive or management of the Company maintain their primary office.

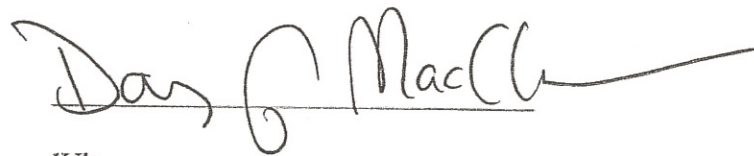
**Acknowledgment of Arbitration**

75. I understand that this agreement contains an agreement to arbitrate. After signing this document, I understand that I will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, I agree to submit any such dispute to an impartial arbitrator.

**IN WITNESS WHEREOF** the parties have duly affixed their signatures under hand and seal on this 24th day of November, 2020.



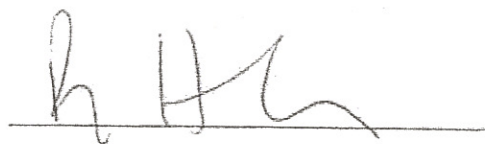
Joel D MacClaren (Member)



Witness



Deborah R Bratton (Member)



Witness

Marshall E Bratton, Jr

Marshall E Bratton, Jr (Member)

h h

Witness

David Francis Rieman MacClaren

David Francis Rieman MacClaren (Member)

Pruche C Cabot

Witness



*Trade name transferred  
or re-registered after  
closing on property.*

[Back](#)

**Business Information**

**Business Details**

<b>Business Name:</b> THE BRANDON INN	<b>Business ID:</b> 0372476
<b>Registration Type:</b> Assumed Business Name	<b>Registration Status:</b> Active
<b>Expiration Date:</b> 08/02/2025	
<b>Registration Date:</b> 06/03/2020	<b>Next Renewal Period Begins:</b> 06/02/2025
<b>NAICS Code:</b> 72-Accommodation and Food Services	<b>NAICS sub code:</b> 191-Bed-and-Breakfast Inns
<b>Principal Office Business Address:</b> 20 Park Street, Brandon, VT, 05733, USA	<b>Principal Office Mailing Address:</b> 20 Park Street, Brandon, VT, 05733, USA
<b>Citizenship:</b> Domestic/VT	

**Individual Registrant Information**

No Individual Registrant listed for this Assumed Name.

**Registered Agent Information**

**Name:** Louis Pattis

**Physical Address:** 20 Park Street, Brandon, VT, 05733, USA

**Mailing Address:** 51 Randle Drive, Brandon, VT, 05733, USA

**Agent Type:** Individual Person


**Business Registrant Information**

Business Name	Business ID	Business Status
ALOIS, INC.	0101115	Active

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[Filing History](#) [Name history](#) [Return to Search](#)



 **IRS** DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
PHILADELPHIA PA 19255-0023



000241.306158.84431.19371 1 MB 0.439 914



M&B HOSPITALITY LLC  
MARSHALL E BRATTON MBR  
185 ADAMS RD  
BRANDON VT 05733

000241

Date of this notice: 01-14-2021

Employer Identification Number:  
86-1342553

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 86-1342553. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941	04/30/2021
Form 1065	03/15/2022
Form 940	01/31/2022

If you have questions about the form(s) or the due dates(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, Electronic Choices to Pay All Your Federal Taxes. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at [www.irs.gov](http://www.irs.gov) for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

**IMPORTANT REMINDERS:**

- \* Keep a copy of this notice in your permanent records. This notice is issued only one time and IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- \* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- \* Refer to this EIN on your tax-related correspondence and documents.
- \* Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is M&BH. You will need to provide this information, along with your EIN, if you file your returns electronically.

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter. Thank you for your cooperation.

M + B Hospitality LLC  
dba Brandon Inn

Application for  
1st class liquor license

4. Sales + lease, Room + meals tax ~~#~~  
"pending"

5. Health license - Vt Dept. of Health  
"pending"

7. Copy of lease  
"no lease - purchasing the property"

8. Workers' Comp  
"pending"



# CERTIFICATE OF ACHIEVEMENT

AWARDED TO

**Joel MacClaren**

FOR COMPLETING

**1st Class Server Training Program 2021  
(Final Exam)**

COMPLETION DATE

January 12, 2021

SCORE

95%

2021 LIQUOR LICENSE RENEWAL APPLICATION  
FIRST CLASS RESTAURANT/BAR LICENSE TO SELL MALT AND VINOUS BEVERAGES

9127-001-1RST-001  
Page 1

License Year Beginning May 1, 2021 ending April 30, 2022

Fee: \$230.00 of which  
\$115.00 is paid to town/city  
\$115.00 is paid to DLC  
Town: 11010 - BRANDON

MISREPRESENTATION OF A MATERIAL FACT ON ANY LICENSE APPLICATION SHALL BE GROUNDS  
FOR SUSPENSION OR REVOCATION OF THE LICENSE, AFTER NOTICE AND HEARING

Applicant: Review all of the information presented on this form, indicating any changes in the spaces provided.

Applicant: Old Mill Inn, LLC  
Doing Business As:  
Inn at Neshobe River, The  
79 Stone Mill Dam Road  
Brandon VT 05733  
Telephone: (802) 247-8002

Licensee # 9127- 1

Mailing Address:  
79 Stone Mill Dam Road  
Brandon VT 05733

RECEIVED  
FEB - 4 2021  
TOWN OF BRANDON

PLEASE INCLUDE EMAIL ADDRESS: OLDMILLBUB@9thoo.com

Description of Premises:

1st class license on the main floor common rooms, to exclude guest rooms of a wood constructed Inn. Located on the east side of Stone Mill Dam Road, designated as #79. Situated just north of Route 73, in the Town of Brandon, Vermont.

Lessor:

Robert & Rhonda Foley  
79 Stone Mill Dam Road  
Brandon VT 05733

Last Enforcement Seminar: 02/07/2019

Filed Articles of Organization: **Yes**

Date Filed: 05/05/2007

Federal ID Number: 20-8638584

Majority of Members are US Citizens: **Yes**

ATTACH AN ADDITIONAL SHEET TO THIS APPLICATION NOTING ANY NECESSARY CORRECTIONS OR CHANGES AND UPDATES THAT HAVE OCCURRED DURING THE PAST YEAR.

Limited Liability

Company	Name	Address	Town/City	State	Zip Code
Member	1. Foley, Robert	79 Stone Mill Dam Road	Brandon	VT	05733
Member	2. Foley, Rhonda	79 Stone Mill Dam Road	Brandon	VT	05733

Has any person been convicted or pleaded guilty to any criminal or motor vehicle offense in any court of law (including traffic tickets by mail) during the last year? Yes No  
If yes, please attach the following information: Individual's name, court/traffic bureau, offense and date

In the past year has any person held any elective or appointive state, county, city, village or town office in Vermont (See VSA, T.7, Ch.9, Sec. 223)? Yes No  
If yes, please attach the following information: Individual's name, office and jurisdiction

Vt. Dept. of Health Food License No.: 6640  
Vt. Dept. of Health Lodging No.: 2605

Vt. Tax Dept. Meals & Rooms Cert./Acct. No.: 440-208638584F-01

Disclosure of Non-profit Organization?: Yes XX No

ALL APPLICANTS MUST COMPLETE AND SIGN

The applicant understands and agrees that the Liquor and Lottery Control Board may obtain criminal history record information from State and Federal record repositories.

I/We hereby certify, under the pains and penalties of perjury, that I/We are in good standing with respect to or in full compliance with a plan approved by the Commissioner of Taxes to pay any and all taxes due the State of Vermont as of the date of this application. (VSA, Title 32, Section 3113)

I/We hereby certify that I/We are not under an obligation to pay child support or that I/We are in good standing with respect to child support or are in full compliance with a plan to pay any and all child support payable under a support order. (VSA, Title 15, Section 795)

In accordance with 21 VSA, Section 1378(b), I/We certify, under pains and penalties of perjury, that I/We are in good standing with respect to or in full compliance with a plan to pay any and all contributions or payments in lieu of contributions due to the Department of Employment and Training.

I/We have registered the trade name of these premises with the Secretary of State.

Continued on next page

2021 LIQUOR LICENSE RENEWAL APPLICATION  
FIRST CLASS RESTAURANT/BAR LICENSE TO SELL MALT AND VINOUS BEVERAGES

9127-001-1RST-001  
Page 2

I/We hereby certify that the information in this application is true and complete.

Dated this 3<sup>rd</sup> day of February, 2021

Signature of authorized agent  
of corporation, company, club or association

Signature of individual or partners

[Handwritten Signature]

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Title)

Are you making this application for the benefit of any other party?  Yes  No

----- LOCAL COMMISSIONER SECTION BELOW -----

Upon being satisfied that the conditions precedent to the granting of this license as provided in Title 7 of the Vermont Statutes Annotated, as amended, have been fully met by the applicant, the \_\_\_\_\_ commissioners will endorse their recommendation on the back of the application and transmit it to the Liquor and Lottery Control Board for suitable action thereon, before any License may be granted. For the information of the Liquor and Lottery Control Board, applications shall carry the signature of each individual commissioner registering either approval or disapproval.

APPROVED

DISAPPROVED

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved by Board of Control Commissioners of the City or Town of \_\_\_\_\_.

Total Membership \_\_\_\_\_, \_\_\_\_\_ members present

Attest, \_\_\_\_\_, Town Clerk

TOWN OR CITY CLERK SHALL MAIL APPROVED RENEWAL DIRECTLY TO:  
DIVISION OF LIQUOR CONTROL  
13 GREEN MOUNTAIN DRIVE  
MONTPELIER, VT 05602

If application is disapproved, local control commissioners shall notify the applicant by letter.

No formal action taken by any agency or authority of any town board of selectmen or city board of aldermen on a first or second class license application shall be considered binding except as taken or made at an open public meeting. VSA T-1, Sec.312

**2021 LIQUOR LICENSE RENEWAL APPLICATION**  
FIRST CLASS RESTAURANT/BAR LICENSE TO SELL MALT AND VINOUS BEVERAGES

**9687-003-1RST-001**  
Page 1

License Year Beginning May 1, 2021 ending April 30, 2022

Fee: \$230.00 of which  
\$115.00 is paid to town/city  
\$115.00 is paid to DLC  
Town: 11010 - BRANDON

**MISREPRESENTATION OF A MATERIAL FACT ON ANY LICENSE APPLICATION SHALL BE GROUNDS FOR SUSPENSION OR REVOCATION OF THE LICENSE, AFTER NOTICE AND HEARING**

Applicant: Review all of the information presented on this form, indicating any changes in the spaces provided.

Applicant: Red Clover Ale Company, LLC  
Doing Business As:

Licensee # 9687- 3

Red Clover Ale Company  
43 Center Street  
Brandon VT 05733  
Telephone: (802) 465-8412

Mailing Address:  
415 Old Brandon Road  
Brandon VT 05733

PLEASE INCLUDE EMAIL ADDRESS: red.clover.ale@gmail.com

Description of Premises:

1st class license in a 1,200 sq ft of a larger 1,500 sq ft area used as a brew pub. Located on the east side of Center Street in the Conant building. Designated as 43 Center Street in the Town of Brandon, Vermont.

Lessor:

James C. Leary  
39A Center Street  
Brandon VT 05733

Last Enforcement Seminar: 06/29/2020

Filed Articles of Organization: **Yes**

Date Filed: 09/21/2016

Federal ID Number: 82-2741094

Majority of Members are US Citizens: **Yes**

**ATTACH AN ADDITIONAL SHEET TO THIS APPLICATION NOTING ANY NECESSARY CORRECTIONS OR CHANGES AND UPDATES THAT HAVE OCCURRED DURING THE PAST YEAR.**

Limited Liability

Company	Name	Address	Town/City	State	Zip Code
Member	1. Brooks, Peter	415 Old Brandon Road	Brandon	VT	05733
Member	2. Wikoff, Martin	415 Old Brandon Road	Brandon	VT	05733
Member	3. Gates, Andrew	1 Bulkley Avenue	Granville	NY	12832

Has any person been convicted or pleaded guilty to any criminal or motor vehicle offense in any court of law (including traffic tickets by mail) during the last year? Yes  No

If yes, please attach the following information: Individual's name, court/traffic bureau, offense and date

In the past year has any person held any elective or appointive state, county, city, village or town office in Vermont (See VSA, T.7, Ch.9, Sec. 223)? Yes  No

If yes, please attach the following information: Individual's name, office and jurisdiction

Vt. Dept. of Health Food License No.: 11208

Vt. Dept. of Health Lodging No.:

Vt. Tax Dept. Meals & Rooms Cert./Acct. No.: MRT-10949712

*expiration date 6/29/2021*

Disclosure of Non-profit Organization?: Yes  No

**ALL APPLICANTS MUST COMPLETE AND SIGN**

The applicant understands and agrees that the Liquor and Lottery Control Board may obtain criminal history record information from State and Federal record repositories.

I/We hereby certify, under the pains and penalties of perjury, that I/We are in good standing with respect to or in full compliance with a plan approved by the Commissioner of Taxes to pay any and all taxes due the State of Vermont as of the date of this application. (VSA, Title 32, Section 3113)

I/We hereby certify that I/We are not under an obligation to pay child support or that I/We are in good standing with respect to child support or are in full compliance with a plan to pay any and all child support payable under a support order. (VSA, Title 15, Section 795)

In accordance with 21 VSA, Section 1378(b), I/We certify, under pains and penalties of perjury, that I/We are in good standing with respect to or in full compliance with a plan to pay any and all contributions or payments in lieu of contributions due to the Department of Employment and Training.

I/We have registered the trade name of these premises with the Secretary of State.

Continued on next page

2021 LIQUOR LICENSE RENEWAL APPLICATION  
FIRST CLASS RESTAURANT/BAR LICENSE TO SELL MALT AND VINOUS BEVERAGES

9687-003-1RST-001  
Page 2

I/We hereby certify that the information in this application is true and complete.

Dated this 25<sup>th</sup> day of January, 2021

Signature of authorized agent  
of corporation, company, club or association  
Martin Riker White  
Partner/owner  
(Title)

Signature of individual or partners  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are you making this application for the benefit of any other party?  Yes  No

----- LOCAL COMMISSIONER SECTION BELOW -----

Upon being satisfied that the conditions precedent to the granting of this license as provided in Title 7 of the Vermont Statutes Annotated, as amended, have been fully met by the applicant, the commissioners will endorse their recommendation on the back of the application and transmit it to the Liquor and Lottery Control Board for suitable action thereon, before any License may be granted. For the information of the Liquor and Lottery Control Board, applications shall carry the signature of each individual commissioner registering either approval or disapproval.

APPROVED

DISAPPROVED

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved by Board of Control Commissioners of the City or Town of \_\_\_\_\_.

Total Membership \_\_\_\_\_, \_\_\_\_\_ members present Attest, \_\_\_\_\_, Town Clerk

TOWN OR CITY CLERK SHALL MAIL APPROVED RENEWAL DIRECTLY TO:  
DIVISION OF LIQUOR CONTROL  
13 GREEN MOUNTAIN DRIVE  
MONTPELIER, VT 05602

If application is disapproved, local control commissioners shall notify the applicant by letter.

No formal action taken by any agency or authority of any town board of selectmen or city board of aldermen on a first or second class license application shall be considered binding except as taken or made at an open public meeting. VSA T-1, Sec.312



FEB - 1 2021

2021 LIQUOR LICENSE RENEWAL APPLICATION  
SECOND CLASS LICENSE TO SELL MALT AND VINOUS BEVERAGES

TOWN OF BRANDON  
955-018-SECN-001

Page 1

License Year Beginning May 1, 2021 ending April 30, 2022

Fee: \$140.00 of which  
\$70.00 is paid to town/city  
\$70.00 is paid to DLC  
Town: 11010 - BRANDON

MISREPRESENTATION OF A MATERIAL FACT ON ANY LICENSE APPLICATION SHALL BE GROUNDS  
FOR SUSPENSION OR REVOCATION OF THE LICENSE, AFTER NOTICE AND HEARING

Applicant: Review all of the information presented on this form, indicating any changes in the spaces provided.

Applicant: Martin's Foods of South Burlington, LLC.

Licensee # 955- 18

Doing Business As:

Hannaford Supermarket #8409  
71 Supermarket Drive  
Brandon VT 05733  
Telephone: (802) 247-4113

Mailing Address:  
PO Box 1000  
attn Heidi Adam MS 9805  
Portland ME 04104

PLEASE INCLUDE EMAIL ADDRESS: heidi.adam@retailbusinessservices.com

Description of Premises:

Store in a one story brick and cinder block building approximately  
300 feet west of the Brandon Town Park on the northside of Union  
Street in the town of Brandon, VT

Lessor:

GU Markets of Brandon LLC  
Brandon VT

Last Enforcement Seminar: 03/09/2020

Filed Articles of Organization: **Yes**

Date Filed: 01/01/2014

Federal ID Number: 03-0222879

Majority of Members are US Citizens: **Yes**

ATTACH AN ADDITIONAL SHEET TO THIS APPLICATION NOTING ANY NECESSARY CORRECTIONS OR CHANGES  
AND UPDATES THAT HAVE OCCURRED DURING THE PAST YEAR.

Limited Liability

Company	Name	Address	Town/City	State	Zip Code
Member	1. Devoe-Lewis, Nicole	47 Ocean Avenue	York Beach	ME	03910
Member	2. Vail, Michael	131 Morning Street	Portland	ME	04101
Member	3. Kelly, Thomas	15 Goldenrod Lane	Falmouth	ME	04105
Member	4. Forester, Peter	356 Falmouth Road	Falmouth	ME	04105
Member	5. Peffer, Margo	38 Carnation Drive	Gorham	ME	04038

Has any person been convicted or pleaded guilty to any criminal or motor vehicle offense in any court of law  
(including traffic tickets by mail) during the last year?  Yes  No

If yes, please attach the following information: Individual's name, court/traffic bureau, offense and date

In the past year has any person held any elective or appointive state, county, city, village or town office in Vermont  
(See VSA, T.7, Ch.9, Sec. 223)?  Yes  No

If yes, please attach the following information: Individual's name, office and jurisdiction

Disclosure of Non-profit Organization?:  Yes  No

ALL APPLICANTS MUST COMPLETE AND SIGN

The applicant understands and agrees that the Liquor and Lottery Control Board may obtain criminal history record information from State and Federal record repositories.

I/We hereby certify, under the pains and penalties of perjury, that I/We are in good standing with respect to or in full compliance with a plan approved by the Commissioner of Taxes to pay any and all taxes due the State of Vermont as of the date of this application. (VSA, Title 32, Section 3113)

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I/We have registered the trade name of these premises with the Secretary of State.

Continued on next page

2021 LIQUOR LICENSE RENEWAL APPLICATION  
SECOND CLASS LICENSE TO SELL MALT AND VINOUS BEVERAGES

955-018-SECN-001  
Page 2

I/We hereby certify that the information in this application is true and complete.

Dated this 11th day of January, 2021

Signature of authorized agent  
of corporation, company, club or association

Signature of individual or partners

Martin's Foods of South Burlington, LLC

*Thomas L. Kelly*

Thomas L. Kelly, Treasurer and Manager  
(Title)

\_\_\_\_\_  
\_\_\_\_\_

Are you making this application for the benefit of any other party?  Yes  No

----- LOCAL COMMISSIONER SECTION BELOW -----

Upon being satisfied that the conditions precedent to the granting of this license as provided in Title 7 of the Vermont Statutes Annotated, as amended, have been fully met by the applicant, the commissioners will endorse their recommendation on the back of the application and transmit it to the Liquor and Lottery Control Board for suitable action thereon, before any license may be granted. For the information of the Liquor and Lottery Control Board, applications shall carry the signature of each individual commissioner registering either approval or disapproval.

APPROVED

DISAPPROVED

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved by Board of Control Commissioners of the City or Town of \_\_\_\_\_.

Total Membership \_\_\_\_\_, \_\_\_\_\_ members present

Attest, \_\_\_\_\_, Town Clerk

TOWN OR CITY CLERK SHALL MAIL APPROVED RENEWAL DIRECTLY TO:  
DIVISION OF LIQUOR CONTROL  
13 GREEN MOUNTAIN DRIVE  
MONTPELIER, VT 05602

If application is disapproved, local control commissioners shall notify the applicant by letter.

No formal action taken by any agency or authority of any town board of selectmen or city board of aldermen on a first or second class license application shall be considered binding except as taken or made at an open public meeting. VSA T-1, Sec.312

2021 LIQUOR LICENSE RENEWAL APPLICATION

2396-007-SECN-001

SECOND CLASS LICENSE TO SELL MALT AND VINOUS BEVERAGES

Page 1

License Year Beginning May 1, 2021 ending April 30, 2022

Fee: \$140.00 of which
\$70.00 is paid to town/city
\$70.00 is paid to DLC
Town: 11010 - BRANDON

MISREPRESENTATION OF A MATERIAL FACT ON ANY LICENSE APPLICATION SHALL BE GROUNDS FOR SUSPENSION OR REVOCATION OF THE LICENSE, AFTER NOTICE AND HEARING

Applicant: Review all of the information presented on this form, indicating any changes in the spaces provided.

Applicant: Wesco, Inc.

Licensee # 2396- 7

Doing Business As:

Champlain Farms
1 Grove Street
Brandon VT 05733
Telephone: (802) 247-6164

Mailing Address:
32 San Remo Drive
South Burlington VT 05403-6310

PLEASE INCLUDE EMAIL ADDRESS: j1simendinger@champlainfarms.com

Description of Premises:

Lessor:

A gas station and convenience grocery store in a one story wood building located at 1 Grove Street in the town of Brandon, Vermont.

Wesco, Inc.
32 San Remo Drive
South Burlington Vt 05403

Last Enforcement Seminar: 05/22/2020

Fed. ID Number: 03-0273319 Incorporation Date: 09/21/1979 Valid Charter?: Yes State of Charter: Vermont

Majority of Directors are US Citizens: Yes

ATTACH AN ADDITIONAL SHEET TO THIS APPLICATION NOTING ANY NECESSARY CORRECTIONS OR CHANGES AND UPDATES THAT HAVE OCCURRED DURING THE PAST YEAR.

Table with 5 columns: Corporation, Name, Address, Town/City, State Zip Code. Lists directors and stockholders including Simendinger, David and Sarvak, Kathryn.

Has any director or stockholder been convicted or pleaded guilty to any criminal or motor vehicle offense in any court of law (including traffic tickets by mail) during the last year? Yes No

In the past year has any director or stockholder of the corporation held any elective or appointive state, county, city, village or town office in Vermont (See VSA, T.7, Ch.9, Sec. 223)? Yes No

Disclosure of Non-profit Organization?: Yes No

ALL APPLICANTS MUST COMPLETE AND SIGN

The applicant understands and agrees that the Liquor and Lottery Control Board may obtain criminal history record information from State and Federal record repositories.

I/We hereby certify, under the pains and penalties of perjury, that I/We are in good standing with respect to or in full compliance with a plan approved by the Commissioner of Taxes to pay any and all taxes due the State of Vermont as of the date of this application. (VSA, Title 32, Section 3113)

I/We hereby certify that I/We are not under an obligation to pay child support or that I/We are in good standing with respect to child support or are in full compliance with a plan to pay any and all child support payable under a support order. (VSA, Title 15, Section 795)

In accordance with 21 VSA, Section 1378 (b), I/We certify, under pains and penalties of perjury, that I/We are in good standing with respect to or in full compliance with a plan to pay any and all contributions or payments in lieu of contributions due to the Department of Employment and Training.

I/We have registered the trade name of these premises with the Secretary of State.

Continued on next page

RECEIVED
JAN 27 2021
TOWN OF BRANDON

2021 LIQUOR LICENSE RENEWAL APPLICATION  
SECOND CLASS LICENSE TO SELL MALT AND VINOUS BEVERAGES

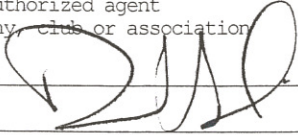
2396-007-SECN-001  
Page 2

I/We hereby certify that the information in this application is true and complete.

Dated this 28 day of December, 20

Signature of authorized agent  
of corporation, company, club or association

Signature of individual or partners



President  
(Title)

Are you making this application for the benefit of any other party? \_\_\_ Yes X No

----- LOCAL COMMISSIONER SECTION BELOW -----

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APPROVED

DISAPPROVED

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved by Board of Control Commissioners of the City or Town of \_\_\_\_\_.

Total Membership \_\_\_\_\_, \_\_\_\_\_ members present Attest, \_\_\_\_\_, Town Clerk

TOWN OR CITY CLERK SHALL MAIL APPROVED RENEWAL DIRECTLY TO:  
DIVISION OF LIQUOR CONTROL  
13 GREEN MOUNTAIN DRIVE  
MONTPELIER, VT 05602

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2021 LIQUOR LICENSE RENEWAL APPLICATION

9127-001-OUTC-001

OUTSIDE CONSUMPTION PERMIT

Page 1

Fee: \$20.00
Paid to DLC

License Year Beginning May 1, 2021 ending April 30, 2022

MISREPRESENTATION OF A MATERIAL FACT ON ANY LICENSE APPLICATION SHALL BE GROUNDS FOR SUSPENSION OR REVOCATION OF THE LICENSE, AFTER NOTICE AND HEARING

Applicant: Review all of the information presented on this form, indicating any changes in the spaces provided.

Applicant: Old Mill Inn, LLC
Doing Business As:

Licensee # 9127- 1

Inn at Neshobe River, The
79 Stone Mill Dam Road
Brandon VT 05733
Telephone: (802) 247-8002

Mailing Address:
79 Stone Mill Dam Road
Brandon VT 05733

PLEASE INCLUDE EMAIL ADDRESS: oldmillinn@ymail.com

Description of the delineated area is as follows:

Outside grounds on grass area west of brewery building and between horse barn and vineyard. Inside of the golf cart path and on outside patio area outside Inn in back of red barn & chicken coop. Permanent Use - 10am to 9pm.

I/We hereby certify, under the pains and penalties of perjury, that I/We are in good standing with respect to or in full compliance with a plan approved by the Commissioner of Taxes to pay any and all taxes due the State of Vermont as of the date of this application. (VSA, Title 32, Section 3113)

I/We hereby certify that I/We are not under an obligation to pay child support or that I/We are in good standing with respect to child support or are in full compliance with a plan to pay any and all child support payable under a support order. (VSA, Title 15, Section 795)

In accordance with 21 VSA, Section 1378(b), I/We certify, under pains and penalties of perjury, that I/We are in good standing with respect to or in full compliance with a plan to pay any and all contributions or payments in lieu of contributions due to the Department of Employment and Training.

I/We hereby certify that the information in this application is true and complete.

Dated this 3rd day of February, 2021

Signature of authorized agent of corporation, company, club or association

Signature of individual or partners

[Handwritten signature]
owner
(Title)

[Blank signature lines]

Are you making this application for the benefit of any other party? Yes No

MAKE CHECKS PAYABLE TO AND MAIL TO: VERMONT DIVISION OF LIQUOR CONTROL
13 GREEN MOUNTAIN DRIVE
MONTPELIER, VT 05602

LOCAL COMMISSIONER SECTION BELOW

Upon being satisfied that the conditions precedent to the granting of this license as provided in Title 7 of the Vermont Statutes Annotated, as amended, have been fully met by the applicant, the commissioners will endorse their recommendation on the back of the application and transmit it to the Liquor and Lottery Control Board for suitable action thereon, before any License may be granted. For the information of the Liquor and Lottery Control Board, applications shall carry the signature of each individual commissioner registering either approval or disapproval.

APPROVED

DISAPPROVED

[Blank lines for commissioner signatures]

Approved by Board of Control Commissioners of the City or Town of

Total Membership, members present Attest, Town Clerk



DEPARTMENT OF LIQUOR AND LOTTERY  
DIVISION OF LIQUOR CONTROL

# CERTIFICATE OF ACHIEVEMENT

AWARDED TO

**Rhonda Foley**

FOR COMPLETING

**1st Class Server Training Program 2021  
(Final Exam)**

COMPLETION DATE

January 27, 2021

SCORE

85%