

City of Portland, Maine – Building or Use Permit Application 389 Congress Street, 04101, Tel: (207) 874-8703, FAX: 874-8716

| | | | | | | | | | |
|--|--|---|--|---|--|---------------------------------|--|--|--|
| Location of Construction: 444 St. John Street | | Owner: Donald & Doreen Hendry | | Phone: 878-2143 | | Permit No: | | | |
| Owner Address: | | Lessee/Buyer's Name: Michelle Briere | | Phone: 773-5238 | | BusinessName: Old Port Taxi | | | |
| Contractor Name: | | Address: | | Phone: | | Permit Issued: | | | |
| Past Use: Apartment | | Proposed Use: Same w/home occupation | | COST OF WORK: \$ | | PERMIT FEE: \$25.00 | | | |
| | | | | FIRE DEPT. <input type="checkbox"/> Approved <input type="checkbox"/> Denied | | INSPECTION: Use Group: Type: | | | |
| | | | | Signature: | | Signature: | | | |
| Proposed Project Description: Change Use - Home Occupation - Strictly dispatching services | | | | PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) Action: Approved <input type="checkbox"/> Approved with Conditions: <input type="checkbox"/> Denied <input type="checkbox"/> Signature: Date: | | | | Zoning Approval: Special Zone or Reviews: <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan maj <input type="checkbox"/> minor <input type="checkbox"/> mm <input type="checkbox"/> | |
| Permit Taken By: Vicki Dover | | Date Applied For: February 24, 1997 | | | | | | Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied | |

1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal rules.
2. Building permits do not include plumbing, septic or electrical work.
3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..

*Permit Denied - Put to file 7-25-97
see attached correspondence.*

CERTIFICATION

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the application is issued, I certify that the code official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provisions of the code(s) applicable to such permit

Michelle M. Bair
SIGNATURE OF APPLICANT Michelle Briere ADDRESS: 444 St. John St. DATE: 2/24/97 PHONE: 773-5238

RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE PHONE:

White-Permit Desk Green-Assessor's Canary-D.P.W. Pink-Public File Ivory Card-Inspector

Zone: R-5 CBL: 66-F-15

D. Andrews

Date: 2/25/97

D. Jordan

CEO DISTRICT #5

Permit

Inspection Services
P. Samuel Hoffses
Chief



Planning and Urban Development
Joseph E. Gray Jr.
Director

CITY OF PORTLAND

Michelle Briere
444 St. John Street
Portland, ME 04102

March 17, 1997

RE: 444 St. John Street - Home Occupation - Taxi business
66-F-15; R-5 Zone

Dear Michelle,

I am in receipt of your permit application to allow a home occupation at the above named location. As originally outlined in the letter to the owners of the property, Doreen M. and Donald S. Hendry, Jr., on February 14, 1997, I have determined that a taxi cab business is not allowed under the home occupation use.

A taxi cab business is not one of the listed uses allowed as a home occupation. I do not agree that it could fall under the allowable use of "Answering services (telephone)" even if the taxis are parked elsewhere most of the time. I believe it is similar in nature to towing services which is a specifically prohibited use under the ordinance. You are not just taking messages when answering the phone. You are also dispatching to the taxis. This is a very different use.

You also do not meet all the listed required criteria for a home occupation. Since we originally received a complaint from the neighborhood because of noise, you do not meet the requirement of letter "g. The home occupation shall not produce offensive noise, vibration, or other objectionable effects;" You also do not meet the requirement of letter "h. There shall be no more than one (1) nonresident employed in the home occupation ..." You are the resident and run the dispatching from your unit. However, there are other employees involved in this taxi business. At the height of your business during the year, you stated you have 4 cabs on the road. At the present time you have 2 cabs on the road. In either case you have more than the allowable nonresidents employed in your home occupation.

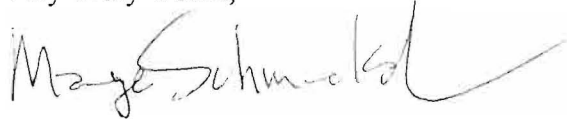
The ordinance does allow a condition use appeal if the use is not listed but is similar to and no more objectionable than those home occupations listed in that paragraph (2). However, the use would still be subject to the listed criteria. You would need to convince the Board of Appeals that you do meet that criteria as opposed to my interpretation.

You have 30 days from the receipt of this letter in which to file your appeal. If you do not wish to appeal, you will need to show our code enforcement office that this use has been removed from the premises.

444 St John

If you have any other questions regarding this matter, please do not hesitate to contact me.

Very Truly Yours,

A handwritten signature in black ink that reads "Marge Schmuckal". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

Marge Schmuckal
Zoning Administrator/
Asst. Chief of Insp. Services

cc to: Joseph Gray, Jr., Dir. of Planning & Urban Dev.
P. Samuel Hoffses, Chief of Inspection Services
David Jordan, Code Enforcement Officer
Dena Tomilson, Licensing, City Clerks Office
Doreen M & Donald S. Hendry, Jr., 286 Foreside Road, Falmouth, ME 04105

"LET US BE YOUR DESIGNATED DRIVER"

OLD PORT TAXI
444 ST. JOHN ST.
PORTLAND, ME. 04102



* TIMECALLS, JUMPSTARTS, DELIVERIES
* SIGHTSEEING TOURS *
* LOW OUT OF TOWN RATES *
* CORPORATE ACCOUNTS *

8294

874-7872 OR 772-TAXI

" SERVING GREATER PORTLAND AND SURROUDING AREAS "

RE: TAXI BUISNESS
PAGE 1 OF 2

02/24/97

TO WHOM IT MAY CONCERN !

I AM SUBMITTING THIS LETTER WITH THE APPLICATION FOR A HOME OCCUPATION PERMIT FOR ANSWERING SERVICES/DISPATCH ONLY PERTAINING TO THE HOURS OF 7AM/7PM MONDAY THRU THURSDAYS, 7AM/12 MIDNIGHT ON FRIDAY AND

5PM/12 MIDNIGHT ON SATURDAYS, ALL OTHER TIMES AND DAYS NOT LISTED WOULD BE TURNED OVER TO A CELLULAR PHONE, AS WHICH IS ALREADY DONE FOR THE PAST 3 YRS. THAT THE COMPANY HAS BEEN IN BUISNESS.

WHEN I FIRST STARTED THIS BUISNESS IT WAS ON 138 PARK AVE. WHEN I APPLIED FOR THE TAXI LISCENSE AND GAVE THE ADDRESS NOTHING WAS SAID SO I ASSUMED IT WAS OK, WHEN WE MOVED TO ST. JOHN ST. I CHANGED THE ADDRESS ON ALL BUISNESS LICENSES AND ASKED A FEW QUESTIONS ABOUT THE AREA AND AGAIN NOTHING WAS SAID.

ON 02/20/97 WE RECEIVED A PHONE CALL FROM OUR LANDLORD NOTIFYING US ON A LETTER HE RECEIVED REGARDING THE BUISNESS I OWN FROM A MR. JORDAN, THE CITY OF PORTLAND (CODE ENFORCEMENT OFFICER).

THE NEXT DAY (02/21/97) OUR LANDLORD MR. HENDRY BROUGHT THE LETTER TO US AND WE REACTED IMMEDIATELY TO THE LETTER. MY HUSBAND CALLED THE CODE AND INSPECTIONS DEPT. AND SPOKE TO A MARGE SCHMUCKAL ASST. C, INSP. SVCS. THEN MR. HENDRY, OUR LANLORD TOOK THE PHONE OVER AND PROCEEDED TO ASK MS. SCHMUCKAL IF WE WOULD BE ABLE TO FALL UNDER SEC. 14-410. HOME OCCUPATION, SHE WAS NOT SURE.

MS. SCHMUCKAL AND MR. JORDAN WAS NOT SURE. SO HERE WE ARE FILEING A REQUEST FOR A PERMIT FOR HOME OCCUPATION. I AM POSITIVE THAT THIS SYSTEM WOULD WORK IF WE DO THE FOLLOWING STEPS AND GIVEN THE PERMIT. WE ALREADY STARTED TO MOVE THINGS AROUND SO IT WOULD BE LEGAL AND NOT BOTHER ANYONE. PLEASE LOOK AT THE SYSTEM WE HAVE FIGURED OUT, AND HOPEFULLY AND RESPECTFULLY YOU WILL APPROVE THE PERMIT. SINCE I AM THE ONLY EMPLOYEE/OWNER/DISPATCHER.

SOMEONE SAID THE CITY WOULD NOT SEE IT THAT WAY, (BUT) THE U.S. GOVERMENT AND ALL STATE AGENCYS SAY AND ARE LISTED THAT ALL TAXI DRIVERS ARE INDEPENDENT CONTRACTORS. (THEY LEASE THE TAXIS), THEY WORK FOR THEMSELVES.

THIS IS WHAT I WILL DO IF GIVEN THE PERMIT FOR HOME OCCUPATION FOR
(ANSWERING SERVICE/DISPATCH SERVICE ON A CONDITIONAL USE)
(ULTIMATE CAR CARE)

1) THE CARS WILL BE PARKED AT 795 FOREST AVE (A GARAGE LOT AREA, A FRIEND) WHEN NOT ON THE ROAD WHICH IS ESTIMATED MAYBE 1 OR 2 CARS PARKED FROM 2AM TO 6AM (4 HRS. A DAY) THE SAME AS IT WAS BEFORE THE CITY CODE LETTER

BUISNESS LICENSES ADDRESS ALREADY CHANGED 02/21 PLEASE SEE ENCLOSED
COPYS(OLD+NEW).1-COPY IN TAXI,ORIGINAL IN MY FILES.

2)NO TAXIS WILL BE STOPPING BY,OR BEING PARKED AT 444 ST.JOHN ST.FOR
ANY LONG PERIOD OF TIME.

3)THERE IS NO OUTSIDE STORAGE OF ANY GOODS/MATERIALS(NEVER WAS FROM US)
(NOTE! OTHER RESIDENTS OF BUILDING/REAR BUILDING TENANT(YES)

(HAVE)
AS FAR AS REPAIRS(IT GETS SENT OUT TO(IKES AUTO REPAIR SACO(RECEIPTS)
OR TO PROMTO OIL CHANGE.(THE ONLYTHING ANYONE USE TO STOP BY FOR WAS
LITTLE STUFF,LIKE LIGHT BULBS,HEADLAMPS,OTHER STUFF,BUT THAT CAN STOP.
THERE MIGHT HAVE BEEN A COUPLE OF TIMES ON A TUNE UP OR SOMTHING BUT
IT CAN ALL STOP.(WE DO RESPECT ALL RULES AND ALL REGULATIONS+CODES.
IF IN DOUBT,JUST ASK THE CITY TAXI INSPECTOR OR THE POLICE DEPT.
THERE IS NEVER A PROBLEM WITH US.

YOU WILL SEE,IF A PERMIT IS ISSUED YOU WILL NEVER HAVE A PROBLEM
WITH US,YOUR CONDITIONS WILL BE WELL RESPECTED.

THANK YOU FOR TAKING YOUR TIME TO READ THIS.

SINCERLY,

Michele M. Briere

MICHELE BRIERE(OWNER) OLD PORT TAXI

- P.S. 2- COPY OF CELLULAR PHONE BILL ENCLOSED.(PROOF OF 7PM TO 7AM SWAP OVER)
A COPY OF OLD+NEW LICENSES ENCLOSED.
A COPY OF A CITY OFFICIAL,LETTER OF REFERANCE(TAXI INSPECTOR)
A COPY OF COMPLAINT(FROM CITY CODE INSPECTOR)
1-PICTURE OF THE AREA(COMPUTER DESK USED)OUT OF A 14FTX16FT BEDROOM AREA.
(DESK SIZE IS42x48)
1-PICTURE OF THE HALL WAY ENTERING PREMISSES/1-DOOR LEADIG TO BEDROOM AREA,
AND THE 2nd DOOR LEADING TO THE REST OF THE APARTMENT.
1-PICTURE OF ENTIRE ROOM TO SHOW FOOTAGE.
1-PICTURE OF ALL YARD SPACE(AS YOU CAN SEE"NOTHING STORED OUTSIDE)AND
ANYWHERE.
1-PICTURE OF WHERE ALL TRASH IS STORED FROM ALL TENENTS OF ENTIRE COMPLEX.
1-PICTURE OF EXTERIOR FRONT BUILDING WINDOWS(WHERE DESK IS STORED)
(MULT)COPYS OF REPAIR INVOICES(FROM IKES AUTO REPAIRS)
(MULT)COPYS OF OIL CHANGE INVOICES(FROM PROMTO OIL CHANGE)
NOTE 3 YRS.WORTH OF REPAIR SLIPS IF NEEDED.

'LET US BE YOUR DESIGNATED DRIVER'

OLD PORT TAXI

444 ST. JOHN ST.

PORTLAND, ME. 04102



* TIMECALLS, JUMPSTARTS, DELIVERIES

* SIGHTSEEING TOURS *

* LOW OUT OF TOWN RATES *

* CORPORATE ACCOUNTS *

8294

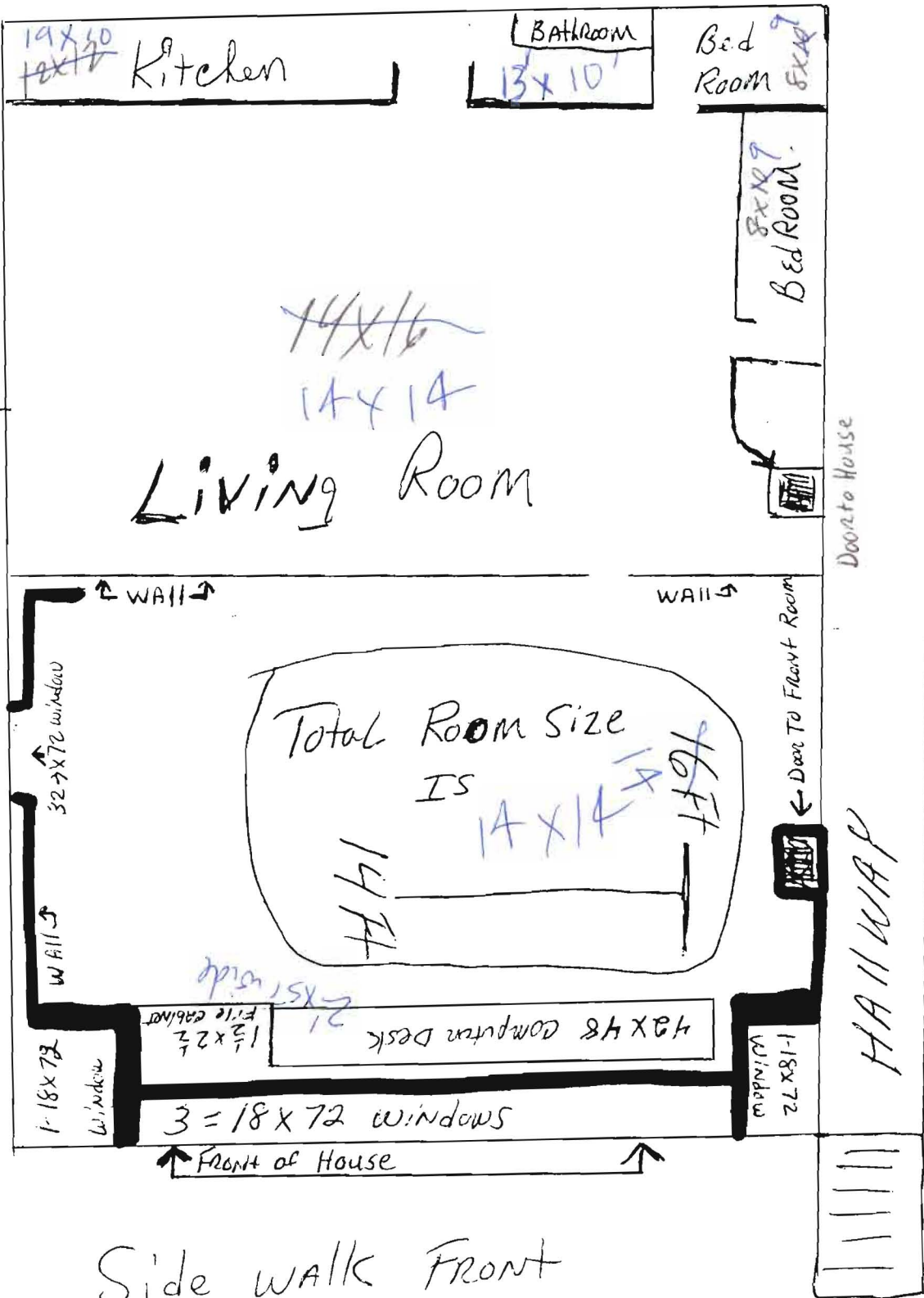
874-7872 OR 772-TAXI

Changes by phone with Bob @ Old Port

" SERVING GREATER PORTLAND AND SURROUNDING AREAS "

House In Rear

449 St JOHN St.



DRIVE way

Side walk Front

Stairs to Hallway

February 12, 1997

David Jordan
Codes Enforcement
City Hall
389 Congress Street
Portland, Maine

*received
3/26/97*

Dear David Jordan:

The noise across the street from where I live is very disturbing to me and I hope you will resolve the issue soon. I do appreciate your efforts. I called you about two weeks ago and told you that I live at 443 Saint John Street in Portland, Maine. Right across the street is a large apartment house. Old Port Taxi is conducting business out of that house. Renters are running a business in a residential area. People who work for] the Taxi Company are slamming doors, hoods of their cars and talking loudly throughout the night. This has to stop. The two way radios can be heard also. There is an antenna on the roof.

I know you are working on this problem. Please tell me when it might be resolved. As Spring and Summer near my screens will be up and the noise will be worse than ever.

You can reach me at work at 772-2893. I thank you for your response in this matter.

Yours truly,

Lauren Ann Corbett

Lauren Ann Corbett

*March 22/97 - TAXI Co still in business
Please remind them to leave -
P.O. you going to court?*

Home # 773-2638

*Thank
of A Corbett, Inc*

Inspection Services
P. Samuel Hoffses
Chief



Planning and Urban Development
Joseph E. Gray Jr.
Director

CITY OF PORTLAND

February 14, 1997

Donald S. Hendry, Jr.
Doreen M. Hendry
286 Foreside Road
Falmouth, Maine 04105

RE: 444 St. John Street
66-F-15
R-5 Zone


Dear Donald and Doreen,

Due to a recent complaint, an inspection was conducted on January 30, 1997 at the above referenced address. It appears that a taxi cab business is being conducted from this address which is not permitted in an R-5 Zone under the City of Portland Land Use Codes, Section 14-410, Home Occupation (see attached).

Up until recently, the City Clerk's Office did not submit documentation to this office for zoning review or code enforcement location inspection for taxi cab businesses. Since business uses are not allowed in residential zones, this service must be suspended as soon as possible. If this use is not discontinued within 30 days of receipt of this letter, we shall be forced to refer this matter to Corporation Counsel for legal action.

Please do not hesitate to contact this office if you have any questions regarding this matter

Sincerely,


David Jordan
Code Enforcement Officer
City of Portland

4 cars at the height
of the business -
2 right now when it is
slow -

cc: P. Samuel Hoffses, C, Insp Svcs Div
M. Schmuckal, Asst. C, Insp Svcs Div
City Clerk's Office
Corp. Counsel

Division 24 Use Regulations & Exceptions
Sec. 14-410

§ 14-409

PORTLAND CODE

(8) *Approach zone transition area:* Slope, one (1) in two (2).
(Code 1965, § 602.18.H)

Sec. 14-410. Home occupation.

Purpose. The purpose of home occupations is to allow the secondary and incidental use of a residence for the conduct of appropriate occupations whose external activity levels and impacts are so limited as to be compatible with the residential character of the neighborhood.

- (1) In connection with the operation of a home occupation, within a dwelling unit, the following requirements shall be met:
 - a. A home occupation shall not occupy more than five hundred (500) square feet of floor area or more than twenty-five (25) percent of the total floor area of such a dwelling unit, whichever is less, or in the case of licensed family day care homes, or home babysitting services, to accommodate not more than six (6) children plus two (2) children after school and having no nonresidential employees;
 - b. There shall be no outside storage of goods and materials nor shall there be exterior displays, or display of goods visible from the outside;
 - c. Storage of materials related to the home occupation shall count as a part of the occupancy limitations in subsection (1)a. above, but shall not constitute a dominant part of such occupancy provided, however, storage of such materials or products in garages or other accessory structures is prohibited;
 - d. Exterior signs shall be limited to one (1) nonilluminated sign not exceeding a total area of two (2) square feet, affixed to the building and not projecting more than one (1) foot beyond the building;
 - e. Any exterior alterations to the residence shall be compatible with the architecture of the building and maintain the residential appearance by virtue of exterior materials, lighting, and signs;
 - f. Any need for parking generated by the conduct of such home occupation shall be met off the street and other than in a required front yard;
 - g. The home occupation shall not produce offensive noise, vibration, smoke, dust or other particulate matter, odorous matter, heat, humidity, glare or other objectionable effects;
 - h. There shall be no more than one (1) nonresident employed in the home occupation, provided, however, family day care or home babysitting services shall have no nonresident employees;
 - i. No traffic shall be generated by the home occupation in greater volumes than would normally be expected in a residential neighborhood;
 - j. No motor vehicle exceeding a gross vehicle weight of six thousand (6,000) pounds shall be stored on the property in connection with the home occupation.
- (2) No residence shall be occupied, altered or used for any home occupation except the following:
 - a. Accountants and auditors;

- b. Answering services (telephone);
 - c. Architects;
 - d. Artists and sculptors;
 - e. Authors and composers;
 - f. Computer programming;
 - g. Custodial services;
 - h. Custom furniture repair and upholstery;
 - i. Dentists, doctors, therapists, and health care practitioners;
 - j. Direct mail services;
 - k. Dressmakers, seamstresses and tailors;
 - l. Engineers;
 - m. Family planning services;
 - n. Hairdressers (limited to no more than two (2) hair dryers);
 - o. Home crafts, such as model making, rug weaving, lapidary work, cabinet making, weaving, ceramics;
 - p. Interior decorators;
 - q. Lawyers, justices of the peace and notary publics;
 - r. Licensed family day care home or babysitting services;
 - s. Musicians or music teachers, including group instruction not to exceed six (6) students at any time but not including performances or band rehearsals, which shall meet the following requirements in addition to those set forth in subsection (1) of this section:
 1. Electronic amplification is prohibited;
 2. The applicant shall demonstrate that noise attenuation is provided which minimizes perception of sound at property lines at all times during the use. Noise attenuation measures may include, but are not limited to, insulation, double-pane windows, air conditioners or any combination of these or similar noise attenuation measures;
 3. Hours of operation shall be limited to 8:30 a.m. to 9:30 p.m.
 - t. Office facility of a minister, rabbi, or priest;
 - u. Photographic studios;
 - v. Professional counseling and consulting services;
 - w. Professional research services;
 - x. Sales persons provided that no retail or wholesale transactions are made on the premises;
 - y. Small appliance repair;
 - z. Snow plowing provided that only one (1) snow plow vehicle is stored on or generated from the site;
 - aa. Special tutoring or instruction (not to exceed three (3) pupils at any given time);
 - bb. Stenographic and other clerical services.
- (3) A home occupation that is not listed in paragraph (2) of this section but is similar to and no more objectionable than those home occupations listed in that paragraph, shall

be permitted as a conditional use subject to the requirements of paragraph (1) of this section and section 14-474 (conditional use) of this article. This provision shall not include veterinarians, kennels, animal raising, funeral homes, retail uses including antique shops, restaurants, dancing studios, towing services, repair and painting of automobiles as home occupations.

(Code 1968, § 602.18.I; Ord. No. 277-77, 11-7-77; Ord. No. 548-85, § 1, 5-6-85; Ord. No. 76-85, § 1, 7-1-85; Ord. No. 66-87, § 2, 11-2-87; Ord. No. 329-90, 5-7-90)

Secs. 14-411–14-420. Reserved.

DIVISION 25. SPACE AND BULK REGULATIONS AND EXCEPTIONS

Sec. 14-421. Generally.

The requirements of this article shall be subject to the space and bulk regulations and exceptions of this division.

(Code 1968, § 602.19.A)

Sec. 14-422. Reduction of lot area prohibited.

No lot shall be so reduced that yards, lot width, lot frontage, lot area, area per dwelling unit, and space for off-street parking and/or off-street loading shall be less than the minimum required under this article.

(Code 1968, § 602.19.A)

Sec. 14-423. Joint occupancy.

When two (2) or more uses occupy the same building or premises, the off-street parking and loading requirements and the area per dwelling unit requirements of both uses shall be met in full.

(Code 1968, § 602.19.B)

Sec. 14-424. Required open space.

No part of a yard or other open space required about any building under this article shall be included as a part of a yard or other open space required for another building.

(Code 1968, § 602.19.C)

Sec. 14-425. Projections in required yard areas.

A front yard may be occupied by a one-story entrance porch not enclosed, with or without a roof, if the area of the porch does not exceed fifty (50) square feet nor the projection from the building exceed five (5) feet. A cornice eave, sill, canopy, chimney, or other similar architectural feature, but not including a bay window, may project into any required yard a distance of not more than two (2) feet.

(Code 1968, § 602.19.D)

LET US BE YOUR DESIGNATED DRIVER"
OLD PORT TAXI
444 ST. JOHN ST. (MAILING)
PORTLAND, ME. 04102

*TIMECALLS, JUMPSTARTS, DELIVERIE
SIGHTSEEING TOURS
LOW OUT OF TOWN RATES
COOPERATE ACCOUNTS

OFFICE LOCATION
142 HIGH ST. STE # 219
PORTLAND, ME. 04101



"SERVING GREATER PORTLAND AND SURROUNDING
AREAS"

05/10/97

RE: TAXI BUISNESS

DEAR MR. JORDAN/MARGE SCHMUCKAL

WE RECEIVED YOUR LETTER DATED **MAY 5, 1997** AND IF YOU DID
YOUR CHECKING WITH YOUR COOPERATE OFFICES YOU WOULD HAVE
FOUND THE FOLLOWING.

AS TOLD TO MARGE SCHMUCKAL BACK IN APRIL 1997 THE BUISNESS
HAS BEEN MOVED TO 142 HIGH ST. STE. #219 AS ALSO LISTED
WITH THE CITY OF PORTLAND BUISNESS LISC. DIVISION SINCE
MAY 1, 1997. THE ONLY THING 444 ST. JOHN ST. IS USED FOR IS A
MAILING ADDRESS

IF YOU WOULD LIKE, STOP IN AND CHECK IT OUT AND HAVE A CUP
OF COFFEE OR SODA.

THE VEHICLES ARE NOT BEING PARKED ON THE PROPERTY, THEY ARE
PARKED ON THE CITY STREETS LIKE THEY ARE INSURED AND
LICENSE TO BE (THEY/WE ARE LEGAL) (WHEN THEY ARE PARKED/IF
THEY ARE PARKED.

CALL MR. HENDRY IF YOU WOULD LIKE, HE WILL VERIFY ALL OF
THE ABOVE INFORMATION.

THANK YOU SINCERLY : ?



THE BRIERE FAMILY.

cc.

ATTY. RICHARD ABBONDANZA
510 CONGRESS ST.
PORTLAND, ME.
04101



CITY OF PORTLAND, MAINE

389 CONGRESS STREET
PORTLAND, MAINE 04101
(207) 874-8300

DEPARTMENT OF PLANNING & URBAN DEVELOPMENT

P. SAMUEL HOFFSES, CHIEF
INSPECTION SERVICES DIVISION

June 18, 1997

Michelle Briere
Bob Briere
444 St. John St.
Portland, ME 04102

RE: 444 St. John Street

Dear Mr. and Mrs. Briere:

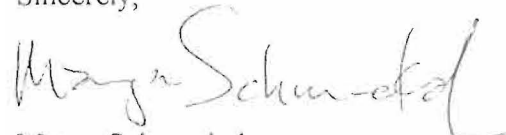
By letter dated March 17, 1997 I informed you that I was denying your application to conduct a taxicab business as a home occupation use. Pursuant to § 14-410 of the Portland City Code, a copy of which is attached to this letter, the taxicab business being conducted from 444 St. John Street is not a permitted use in the R-5 zone.

By letter dated May 10, 1997 the Code Enforcement Officer, David Jordan, was informed by the Briere family that the taxicab business had been moved to 142 High Street, Suite 219, and was no longer being conducted from 444 St. John Street. This office has continued to receive complaints regarding the continued operation of the taxicab business at 444 St. John Street. The Code Enforcement office has documented the continued use of this site through its Code Enforcement Officer and through independent witnesses.

This letter will serve as final notice to you that you must appeal my decision regarding the use of this property for taxicab purposes within 30 days from the date of this letter to the Zoning Board of Appeals or lose your right to further appeal my zoning determination. If you fail to take an appeal from my determination to the Zoning Board of Appeals within this 30 day period and continue taxi operations, I will immediately refer this matter to the Corporation Counsel's office for legal action. The legal action will include the filing of a Rule 80K Complaint in the District Court in Portland. The City will seek fines as well as attorney's fees and costs from you. Fines for land use violations under State statutes range from \$100 to \$2,500 per day.

I therefore request that you either immediately cease business operations at 444 St. John Street, which will include removing the antenna on the building and moving the placement of the taxi cabs to another location, which location is permissible under the City's zoning ordinance, or appeal my zoning decision to the Zoning Board of Appeals.

Sincerely,

A handwritten signature in black ink that reads "Marge Schmuckal". The signature is written in a cursive style with a large, prominent "M" and "S".

Marge Schmuckal
Zoning Enforcement Administrator

MS:lb

c: David Jordan, Code Enforcement Officer
Donna M. Katsiaficas, Associate Corporation Counsel

(8) *Approach zone transition area:* Slope, one (1) in two (2).
(Code 1968, § 602.18.H)

Sec. 14-410. Home occupation.

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- (1) In connection with the operation of a home occupation, within a dwelling unit, the following requirements shall be met:
 - a. A home occupation shall not occupy more than five hundred (500) square feet of floor area or more than twenty-five (25) percent of the total floor area of such a dwelling unit, whichever is less, or in the case of licensed family day care homes, or home babysitting services, to accommodate not more than six (6) children plus two (2) children after school and having no nonresidential employees;
 - b. There shall be no outside storage of goods and materials nor shall there be exterior displays, or display of goods visible from the outside;
 - c. Storage of materials related to the home occupation shall count as a part of the occupancy limitations in subsection (1)a. above, but shall not constitute a dominant part of such occupancy provided, however, storage of such materials or products in garages or other accessory structures is prohibited;
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 - e. Authors and composers;
 - f. Computer programming;
 - g. Custodial services;
 - h. Custom furniture repair and upholstery;
 - i. Dentists, doctors, therapists, and health care practitioners;
 - j. Direct mail services;
 - k. Dressmakers, seamstresses and tailors;
 - l. Engineers;
 - m. Family planning services;
 - n. Hairdressers (limited to no more than two (2) hair dryers);
 - o. Home crafts, such as model making, rug weaving, lapidary work, cabinet making, weaving, ceramics;
 - p. Interior decorators;
 - q. Lawyers, justices of the peace and notary publics;
 - r. Licensed family day care home or babysitting services;
 - s. Musicians or music teachers, including group instruction not to exceed six (6) students at any time but not including performances or band rehearsals, which shall meet the following requirements in addition to those set forth in subsection (1) of this section:
 - 1. Electronic amplification is prohibited;
 - 2. The applicant shall demonstrate that noise attenuation is provided which minimizes perception of sound at property lines at all times during the use. Noise attenuation measures may include, but are not limited to, insulation, double-pane windows, air conditioners or any combination of these or similar noise attenuation measures;
 - 3. Hours of operation shall be limited to 8:30 a.m. to 9:30 p.m.
 - t. Office facility of a minister, rabbi, or priest;
 - u. Photographic studios;
 - v. Professional counseling and consulting services;
 - w. Professional research services;
 - x. Sales persons provided that no retail or wholesale transactions are made on the premises;
 - y. Small appliance repair;
 - z. Snow plowing provided that only one (1) snow plow vehicle is stored on or generated from the site;
 - aa. Special tutoring or instruction (not to exceed three (3) pupils at any given time);
 - bb. Stenographic and other clerical services.
- (3) A home occupation that is not listed in paragraph (2) of this section but is similar to and no more objectionable than those home occupations listed in that paragraph, shall

be permitted as a conditional use subject to the requirements of paragraph (1) of this section and section 14-474 (conditional use) of this article. This provision shall not include veterinarians, kennels, animal raising, funeral homes, retail uses including antique shops, restaurants, dancing studios, towing services, repair and painting of automobiles as home occupations.

(Code 1968, § 602.18.I; Ord. No. 277-77, 11-7-77; Ord. No. 548-85, § 1, 5-6-85; Ord. No. 76-85, § 1, 7-1-85; Ord. No. 66-87, § 2, 11-2-87; Ord. No. 329-90, 5-7-90)

Secs. 14-411–14-420. Reserved.

DIVISION 25. SPACE AND BULK REGULATIONS AND EXCEPTIONS

Sec. 14-421. Generally.

The requirements of this article shall be subject to the space and bulk regulations and exceptions of this division.

(Code 1968, § 602.19.A)

Sec. 14-422. Reduction of lot area prohibited.

No lot shall be so reduced that yards, lot width, lot frontage, lot area, area per dwelling unit, and space for off-street parking and/or off-street loading shall be less than the minimum required under this article.

(Code 1968, § 602.19.A)

Sec. 14-423. Joint occupancy.

When two (2) or more uses occupy the same building or premises, the off-street parking and loading requirements and the area per dwelling unit requirements of both uses shall be met in full.

(Code 1968, § 602.19.B)

Sec. 14-424. Required open space.

No part of a yard or other open space required about any building under this article shall be included as a part of a yard or other open space required for another building.

(Code 1968, § 602.19.C)

Sec. 14-425. Projections in required yard areas.

A front yard may be occupied by a one-story entrance porch not enclosed, with or without a roof, if the area of the porch does not exceed fifty (50) square feet nor the projection from the building exceed five (5) feet. A cornice eave, sill, canopy, chimney, or other similar architectural feature, but not including a bay window, may project into any required yard a distance of not more than two (2) feet.

(Code 1968, § 602.19.D)

LET US BE YOUR DESIGNATED DRIVER"
OLD PORT TAXI
444 ST. JOHN ST.
PORTLAND, ME. 04102



*TIMECALLS, GUMPSTARTS, DELIVERIES
SIGHTSEEING TOURS
LOW OUT OF TOWN RATES
COOPERATE ACCOUNTS

"SERVING GREATER PORTLAND AND SURROUNDING
AREAS"

RE: TAXI BUISNESS

PAGE 1 of 2
12 PIECES

*File → 444 St 06/25/97
John St*

DEAR MR. JORDAN/MARGE SCHMUCKAL

ON 06/24/97 OUR LANLORD MR. HENDRY CALLED US REGARDING YOUR LETTER HE RECEIVED ON 06/24/97 STATING THAT THE TAXI BUISNESS AT 444 ST. JOHN ST. HAS TO STOP IMMEDIATLY, BUT WE HAVE NO TAXI BUISNESS RUNNING OUT OF 444 ST. JOHN ST. AS OUR LETTER DATED 05/10/97 TO MR. JORDAN AND MS. SCHMUCKLE THE NEW BUISNESS LOCATION IS AT 142 HIGH ST. SUITE #219. THE ADDRESS IS ON ALL OF OUR BUISNESS LISCENSES AND THE LISCENSING OFFICE.

PLEASE FIND ENCLOSED A COPY OF OUR LEASE WITH CONGRESS PROPERTY MANAGMENT AND COPIYS OF OUR LIGHT BILL, CABLE TV BILL, AND A RECEIPT OF A MONEY ORDER FOR RENT MADE OUT TO CONGRESS PROPERTY MANAGMENT.

GRANT IT SOMETIMES WE ARE NOT THERE BUT WHEN WE ARE NOT THERE THE BUISNESS PHONES ARE TURNED OVER TO CELLULAR PHONES (COPIYS OF BILLS) (ENCLOSED)

WHERE YOU ARE GETTING YOUR INFORMATION FROM WE DONT NOW BUT WE WOULD LIKE TO FIND OUT, AND LEGALLY YOU/YOUR DEPT. HAS TO TELL US BECAUSE IN THE EYES AND HANDS OF THE LAW, THE ACCUSED MUST BE FACED BY THE ACCUSER, IT DONT MATTER HOW MANY PEOPLE HAVE GONE BY AND SAW THE TAXIS IN THE STREET, OR IN THE DRIVEWAY, ACCORDING TO THE STATE OF MAINE AND THE DEPT. OF MOTOR VEHICLES THEY ARE INSURED AND LISCENSED TO BE PARKED ON ANY CITY OR STATE STREET AS LONG AS THEY ARE LEGALLY PARKED.

AND YOUR DEPARTMENT SAID THAT IT WAS DANGEROUSLY IMPEADING THE FLOW OF TRAFFIC, WELL IN THIS CASE, HOW COME WHEN THE SEADOGS HAVE THERE HOME GAMES AND ALL THE FANS PARK ON ALL OF ST. JOHN ST. AND SURROUNDING SMALL STREETS AND RESIDENTS LIKE US CANNOT PARK THE CITY DOES NOT STEP IN THEN, (WERE TALKING 200 OR 300 CARS) NOT JUST OUR (3), THIS IS WHAT YOU CALL DANGEROUSELY IMPEADING THE THE FLOW AND SAFETY OF TRAFFIC, AND HOW ABOUT THE TOW TRUCKS AND JUNK COLLETORS TRUCK PARKED ON ST. JOHN ST. ARE YOU GOING TO STOP THEM FROM PARKING THERE TO, HOW ABOUT ON DOUGLAS ST. WHEN OIL TRUCKS AND TOW TRUCKS PARK THERE.

NOW. (ON OUR LAST CONVERSATION WITH MR. JORDAN HE WAS SUPPOSE TO GET BACK TO US ABOUT THE ANTENNA ON THE ROOF (YOU WERE ON VACATION) AS FAR AS THE ANTENNA ON THE ROOF I THINK YOU SHOULD MAKE EVERY ONE IN THE CITY TAKE THERE RADIO (CB/2-WAY/ AND TV ANTENNAS DOWN TOO. AND ONCE AGAIN AS FAR AS PARKING WE ARE LEGALLY PARKED, INSURED AND REGISTERED IN THE CITY OF PORTLAND (EXCISE TAX) AND THE STATE OF MAINE. SALES TAX, REGITRATION, PLATES, ETC. ETC. ETC. -----.

WE HAVE COMPLIED WITH ALL OF YOUR REQUEST, AND PROVEN ALL THAT HAS BEEN DONE (WITH COPIES OF ALL BILLING RECEIPTS PAID) WITH THE NEW ADDRESS ON THEM. WHAT MORE CAN WE DO, WE HAVE DONE EVERYTHING YOUR OFFICE (THE CODE ENFORCEMENT OFFICE) HAS ASKED. WE DID NOT, AND DON'T WANT ANY TROUBLE. I CAN SEE IF WE DID NOT DO ANYTHING THAT WE WERE ASKED TO DO BUT WE ACTED IMMEDIATELY TO ALL OF YOUR REQUEST. WE'RE JUST A SMALL BUSINESS TRYING TO MAKE A GOOD IMPRESSION ON ALL OF THE PEOPLE (RESIDENTS AND TOURISTS) FOR THE CITY OF PORTLAND, ME, AND A FEW EXTRA DOLLARS HONESTLY EARNED. YOU CAN ASK THE TAXI INSPECTOR, WE ARE ONE OF THE FEW COMPANIES THAT KEEP OUR EQUIPMENT MAINTAINED AND CLEANED. "WHY" BECAUSE WE CARE WHAT THE PEOPLE THINK (RESIDENTS AND TOURISTS) WE WANT THEM TO COME BACK IN THE YEARS TO COME. WE HAVE A GOOD REPUTATION IN THE CITY WHY IS YOUR DEPARTMENT TRYING TO PUT US DOWN. I AM SURE THERE ARE OTHER COMPANIES OUT THERE THAT ARE SNEAKING AROUND THE SYSTEM ILLEGALLY AND POSITIVE THAT OTHER COMPANIES ARE FINDING OTHER WAYS AROUND YOUR REGULATIONS, BUT WE DID NOT AND WILL NOT WE DID ALL OF YOUR REQUEST AND ARE LEGAL IN ALL THE WAYS. YOU ALSO STATED THAT WE LIED TO YOU. THIS IS WHY WE SENT ALL COPIES OF THE PAPERWORK ENCLOSED, JUST TO PROVE WE ARE NOT LYING

WE FEEL THAT WE ARE GETTING HARRASSED, DISCRIMINATED ON AND BEING STOCKED BY THE CITY, NOT COUNTING BEING MISCHARACTERIZED, FOR WHAT? TRYING TO MAKE THE CITY LOOK GOOD.

IF YOU HAVE ANY QUESTIONS OR PROBLEMS PLEASE JUST CALL US.

THANK YOU FOR YOUR TIME

SINCERLY


THE BRIERE FAMILY

C.C. RICHARD ABBONDANZA ATTY.
510 CONGRESS ST,
PORTLAND, ME. 04101

772-5845

August 6, 1997

Erika Kennedy, Esc.
Law Office of Timothy Keiter
P.O. Box 7332
Portland, Maine 04112

RE: Old Port Taxi - 444 St. John Street

Dear Erika:

I have had the opportunity to review the documents you left with me. With the exception of one repair bill, I cannot find that the information supplied by the documents supports Mr. Briere's claim that the cabs were not on his premises. The majority of repair bills were for December, 1996 and January, 1997. The logs either did not contain the time of the cab runs, or had times that did not appear to conflict with the reported sitings of the cabs at the 444 St. John Street.

I have reviewed this matter with Marge Schmuckal, the Zoning Administrator, and have reviewed the ordinances applicable to this activity and zone. Based upon that review, the City would be looking for an agreement that provides the following:

1. No transmitting or dispatching of cabs from the 444 St. John Street address.
2. Funds or receipts from the drivers cannot be turned in at 444 St. John Street.
3. No payroll function at 444 St. John Street.
4. No shift changes at 444 St. John Street. With respect to this condition, I have located an ordinance which I am sending to you that requires that a public street cannot be used for the conduct of business, unless specifically licensed for such use in accordance with certain provisions of the code. These provisions deal with push carts and street vendors. For this reason, shift

changes cannot occur on the street and must occur where Old Port Taxi conducts its business -- in conformance with zoning.

5. No cab repairs or maintenance at 444 St. John Street. This activity is prohibited by Section 14-335(3) of the City Code.

6. Only one cab allowed on premises as a personal vehicle. With respect to this condition, I am sending to you a copy of Section 14-335 (1) of the relevant ordinance which provides that in a residential zone, more than one commercial vehicle is not allowed as off street parking. The City would request that one of the cabs be designated as Mr. and Mrs. Briere's personal vehicle making it easier to track any complaints of commercial activity on the site.

6. The City will be looking to recover the filing fee (\$50.00) and any service fees from the Briere's. The City would also look to recover the sum of \$250.00 representing the fine and attorney's fees in this matter.

I will look forward to hearing from you after you have had the opportunity to review this proposal.

Sincerely,

Donna M. Katsiaticas
Associate Corporation Counsel

DMK:lab

Corporation Counsel
Gary C. Wood



CITY OF PORTLAND

Associate Counsel
Charles A. Lane
Elizabeth L. Boynton
Natalie L. Burns
Donna M. Katsiaficas

September 4, 1997

File @ 444 - zoning

Erika Kennedy, Esq.
Law Office of Tim Keiter
P.O. Box 7332
Portland, Maine 04112

RE: City of Portland v. Old Port Taxi

Dear Erika:

Enclosed please find a signed copy of the consent order in the above captioned case. After the agreement has been signed, please forward it to the Court for signature by the Judge. The \$300.00 in attorney's fees and costs should be forwarded to my office.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in cursive script that reads "Donna".

Donna M. Katsiaficas
Associate Corporation Counsel

DMK:lab
cc:Marge Schmuckal, Zoning Administrator

STATE OF MAINE
CUMBERLAND, ss.

MAINE DISTRICT COURT
DISTRICT NINE
DIVISION OF SO. CUMBERLAND
DOCKET NO. _____

| | |
|-----------------------------------|---|
| CITY OF PORTLAND, a body politic |) |
| and corporate, located in the |) |
| County of Cumberland and State of |) |
| Maine, |) |
| |) |
| Plaintiff |) |
| |) |
| v. |) |
| |) |
| Robert Briere, and |) |
| Michelle Briere |) |
| d/b/a Old Port Taxi, |) |
| |) |
| Defendants |) |

CONSENT JUDGMENT AND
PERMANENT INJUNCTION

This matter came for before the Court, pursuant to 30-A M.R.S.A. § 4452, et. seq., and M.R.Civ.P. 80K.

The Defendants consent to the issuance of a permanent injunction against them.

ATTORNEY'S FEES AND COSTS

Pursuant to 30-A M.R.S.A. § 4452(3)(D) the Defendants agree to pay and the City of Portland acknowledges receipt of three hundred dollars (\$300.00) for attorney's fees and costs.

PERMANENT INJUNCTION

It is **Further Ordered** that the Defendants, their employees and all persons in active participation with them be and hereby are enjoined to conduct a taxi cab business from the property known as 444 St. John Street, Portland, Maine. In agreeing to this injunction, the parties specifically agree to the following:

1. There shall be no transmitting or dispatching of cabs from 444 St. John Street;

2. There shall be no payroll function at 444 St. John Street;
3. There shall be no receipts or funds from cab drivers turned in at 444 St. John Street;
4. There shall be no paperwork associated with shift changes at 444 St. John Street. Cab drivers may park their personal vehicles in any area available for public parking, including, but not limited to parking on St. John Street, and may be picked up by a cab at their vehicle. Such activity shall not be considered operating a business at 444 St. John Street. The actual shift change shall occur at Defendants' place of business, which at the date of this Agreement is 142 High Street;
5. There shall be no cab repairs or maintenance at 444 St. John Street; and
6. Defendants may utilize a cab as a personal vehicle, and shall be allowed to park one such vehicle, which need not always be the same vehicle, on the property known as 444 St. John Street, in accordance with § 14-335(1) of the Portland City Code. Such activity shall not be considered operating a business at 444 St. John Street.
7. Cabs are free to come and go from 444 St. John Street for the same purposes as any cab can come and go from any other residential address in the City of Portland.

Such activity shall not be considered operating a business at 444 St. John Street.

CONTEMPT

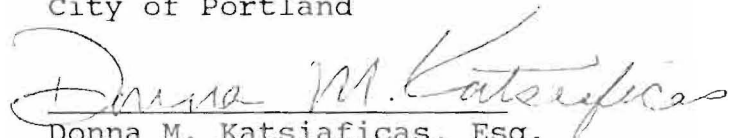
In the event Defendants fail or refuse to comply with any of the terms of this Order, Defendants shall be deemed to be in contempt and shall be liable to the City for a civil penalty of one hundred dollars (\$100.00) per day and for such other and further relief as the Court may deem appropriate.

CONSENT OF PARTIES

Donna M. Katsiaficas, Esq., attorney for City of Portland and Erika Kennedy, Esq., attorney for Defendants, hereby join in submitting this Consent Judgment and Permanent Injunction to the Court.

Dated: September 4, 1997

City of Portland


Donna M. Katsiaficas, Esq.
Attorney for Plaintiff

Robert Briere and
Michelle Briere d/b/a
Old Port Taxi

Dated: September _____, 1997

Erika Kennedy, Esq.
Attorney for Defendants

ACTION BY COURT

The foregoing Consent Judgment and Permanent Injunction is hereby approved by the Court.

The Clerk is directed to: (i) incorporate this decision and order by reference pursuant to M.R.Civ.P. 79(a); and (ii) to mail a copy of it to each of the parties. The Defendants copy shall be mailed to:

Erika Kennedy, Esq.
Law Office of Timothy S. Keiter
P.O. Box 7332
Portland, ME 04112

Dated: _____

Judge, Ninth District Court

File RE: 444 St. John Street

STATE OF MAINE
CUMBERLAND, ss.

MAINE DISTRICT COURT
DISTRICT NINE
DIVISION OF SO. CUMBERLAND
DOCKET NO. PCR-CV-97-211

CITY OF PORTLAND, a body politic)
and corporate, located in the)
County of Cumberland and State of)
Maine,)
)
Plaintiff)
)
v.)
)
Robert Briere, and)
Michelle Briere)
d/b/a Old Port Taxi,)
)
Defendants)

CONSENT JUDGMENT AND
PERMANENT INJUNCTION

This matter came for before the Court, pursuant to 30-A
M.R.S.A. § 4452, et. seq., and M.R.Civ.P. 80K.

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injunction against them.

ATTORNEY'S FEES AND COSTS

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to pay and the City of Portland acknowledges receipt of three
hundred dollars (\$300.00) for attorney's fees and costs.

PERMANENT INJUNCTION

It is Further Ordered that the Defendants, their employees
and all persons in active participation with them be and hereby
are enjoined to conduct a taxi cab business from the property
known as 444 St. John Street, Portland, Maine. In agreeing to
this injunction, the parties specifically agree to the following:

1. There shall be no transmitting or dispatching of cabs
from 444 St. John Street;

OPTICA
(PER 12 HR. SHIFT) CONTRACTORS LEASE AGREEMENT

Agreement made between OLD PORT TAXI CO., located at
444 St. John St. APT. 1, City of PORTLAND, County of
CUMBERLAND; State of ME., herein referred to as "Company",
and _____, of _____,
City of _____, County of _____,
State of _____, herein referred to as "CONTRACTOR".

Company hereby employs contractor's to perform such duties at such times
and in such manner as the company may from time to time direct.

Contractors agrees that they will perform those duties assigned to him/her
to the best of their ability, to maintain a current and complete account of
their work and expenses, to remit promptly to the company any monies
paid to them or coming into their possession which belong to the company,
to devote their full and undivided time to the transaction of company
business and to refrain from being engaged in any other business/company
during the tenure of this contract with this company.

"NO EXCUSES" / "NO EXCEPTION'S"

In consideration of the foregoing, "company" agrees to lease to the
contractor one TAXICAB & equipment for the amount of _____
per assign shift for the purpose of conducting company business.

~~NOTICE:~~ You are self employ. Please report all your earning to the
I.R.S. and other TAX Authority's. ~~NOTICE~~

This contract shall become effective on _____ - _____ - _____ [date]
and remain in effect until it is terminated by either party. Either party may
terminate this agreement by providing the other party with 00000 day's
notice of their intention. Should this agreement be terminated by either
party, contractors agrees that the payment in full to the date of termination
shall fully satisfy all claims against the company under this agreement.

CONTRACTOR _____
TITLE _____ OLD PORT TAXI CO.

[Signatures] Dated _____

City of Portland, Maine
City Clerk, Tel: 874-8610

February 21 1997

Sold By: dena Payment: Cash

| Code | Description | Quantity | Price | Extension |
|-------|--------------------------|----------|----------|-----------|
| 60120 | Replacement Taxi License | 4 | 10.00 | 40.00 |
| | | | Total | 40.00 |
| | | | Fendered | 40.00 |
| | | | Change | 0.00 |

Old Port Taxi

Replacement licenses with new business address.

*Copies of
New Licenses*

STATE OF MAINE

LICENSE



CITY OF PORTLAND
OFFICE OF THE CITY CLERK
APRIL 1, 1996

DATE:

TO ALL WHOM THESE PRESENTS MAY CONCERN: THIS IS TO CERTIFY
THAT THE CITY OF PORTLAND HAS GRANTED A LICENSE TO:

Name(s) MICHELE BRIERE

D/B/A...OLD PORT TAXI

Address..444 ST. JOHN ST.
PORTLAND ME 04102

Expires: 4/30/97

License Types

Conditions.....H-PLATE #6153 VIN # 1FABP4037FG185336

THIS LICENSE IS GRANTED SUBJECT TO STRICT OBSERVANCE OF ALL LAWS,
ORDINANCES AND REGULATIONS ENACTED FOR THE PROTECTION OF THE CITY
SO FAR AS THEY MAY APPLY, AND IS TO CONTINUE IN FORCE UNTIL
APRIL 30 1997 UNLESS SOONER REVOKED.

Jean R Allen Assist
CITY CLERK

THIS LICENSE IS NOT TRANSFERABLE BY OWNER, CORPORATION, ADDRESS OR TYPE.

*OLD
License's*

*Changed as of
2/21/97*

*Change address to
795
Forest ave*

STATE OF MAINE

LICENSE



CITY OF PORTLAND
OFFICE OF THE CITY CLERK

APRIL 17 1996

DATE:

TO ALL WHOM THESE PRESENTS MAY CONCERN: THIS IS TO CERTIFY
THAT THE CITY OF PORTLAND HAS GRANTED A LICENSE TO:

Name(s) MICHELE BRIERE

D/B/A: OLD PORT TAXI

Address 444 ST JOHN ST
PORTLAND ME 04102

Expires: 4/30/97

License Types

Conditions: VIN# 1G1BN69Z6F4116253 H-PLATE# 6163

THIS LICENSE IS GRANTED SUBJECT TO STRICT OBSERVANCE OF ALL LAWS,
ORDINANCES AND REGULATIONS ENACTED FOR THE PROTECTION OF THE CITY
SO FAR AS THEY MAY APPLY, AND IS TO CONTINUE IN FORCE UNTIL
APRIL 30 1997
UNLESS SOONER REVOKED.

Jean B Allen *Assist*
CITY CLERK

THIS LICENSE IS NOT TRANSFERABLE BY OWNER, CORPORATION, ADDRESS OR TYPE.

(OLD)

STATE OF MAINE

LICENSE



CITY OF PORTLAND
OFFICE OF THE CITY CLERK

APRIL 30, 1996

DATE:

TO ALL WHOM THESE PRESENTS MAY CONCERN: THIS IS TO CERTIFY
THAT THE CITY OF PORTLAND HAS GRANTED A LICENSE TO:

Name(s)..MICHELE BRIERE

D/B/A...OLD PORT TAXI

Address..795 FOREST AVENUE
PORTLAND ME 04103

Expires: 4/30/97

License Types

10 TAXICAB BUSINESS

Conditions....VIN #2MEBP75X8GB611825 H PLATE #6345

THIS LICENSE IS GRANTED SUBJECT TO STRICT OBSERVANCE OF ALL LAWS,
ORDINANCES AND REGULATIONS ENACTED FOR THE PROTECTION OF THE CITY
SO FAR AS THEY MAY APPLY, AND IS TO CONTINUE IN FORCE UNTIL
UNLESS SOONER REVOKED.

APRIL 30 1997

Meredith R. Clark Asst. CITY CLERK

THIS LICENSE IS NOT TRANSFERABLE BY OWNER, CORPORATION, ADDRESS OR TYPE.

STATE OF MAINE

LICENSE



CITY OF PORTLAND
OFFICE OF THE CITY CLERK

APRIL 30, 1996

DATE:

TO ALL WHOM THESE PRESENTS MAY CONCERN: THIS IS TO CERTIFY
THAT THE CITY OF PORTLAND HAS GRANTED A LICENSE TO:

Name(s)...MICHELE BRIERE

D/B/A....OLD PORT TAXI

Address..795 FOREST AVENUE
PORTLAND ME 04103

Expires: 4/30/97

License Types

10 TAXICAB BUSINESS

Conditions....VIN #1FABP4037FG185336 H PLATE #6153

THIS LICENSE IS GRANTED SUBJECT TO STRICT OBSERVANCE OF ALL LAWS,
ORDINANCES AND REGULATIONS ENACTED FOR THE PROTECTION OF THE CITY
SO FAR AS THEY MAY APPLY, AND IS TO CONTINUE IN FORCE UNTIL
UNLESS SOONER REVOKED.

APRIL 30 1997

Meredith R. Clark Ass^t. CITY CLERK

THIS LICENSE IS NOT TRANSFERABLE BY OWNER, CORPORATION, ADDRESS OR TYPE.

STATE OF MAINE

LICENSE



CITY OF PORTLAND
OFFICE OF THE CITY CLERK

APRIL 30, 1996

DATE:

TO ALL WHOM THESE PRESENTS MAY CONCERN: THIS IS TO CERTIFY
THAT THE CITY OF PORTLAND HAS GRANTED A LICENSE TO:

Name(s)..MICHELE BRIERE

D/B/A...OLD PORT TAXI

Address..795 FOREST AVENUE
PORTLAND ME 04103

Expires: 4/30/97

License Types

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Conditions....VIN #2MEBP75X8GB611825 H PLATE #6345

THIS LICENSE IS GRANTED SUBJECT TO STRICT OBSERVANCE OF ALL LAWS,
ORDINANCES AND REGULATIONS ENACTED FOR THE PROTECTION OF THE CITY
SO FAR AS THEY MAY APPLY, AND IS TO CONTINUE IN FORCE UNTIL
UNLESS SOONER REVOKED.

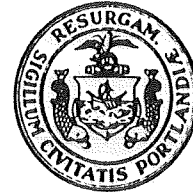
APRIL 30 1997

Meredith R. Clark Asst. CITY CLERK

THIS LICENSE IS NOT TRANSFERABLE BY OWNER, CORPORATION, ADDRESS OR TYPE.

STATE OF MAINE

LICENSE



CITY OF PORTLAND
OFFICE OF THE CITY CLERK
APRIL 30, 1996

DATE:

TO ALL WHOM THESE PRESENTS MAY CONCERN: THIS IS TO CERTIFY
THAT THE CITY OF PORTLAND HAS GRANTED A LICENSE TO:

Name(s)..MICHELE BRIERE

D/B/A...OLD PORT TAXI

Address..795 FOREST AVENUE
PORTLAND ME 04103

Expires: 4/30/97

License Types
10 TAXICAB BUSINESS

Conditions.....VIN #1G1BN69Z6FH116353 H PLATE #6163

THIS LICENSE IS GRANTED SUBJECT TO STRICT OBSERVANCE OF ALL LAWS,
ORDINANCES AND REGULATIONS ENACTED FOR THE PROTECTION OF THE CITY
SO FAR AS THEY MAY APPLY, AND IS TO CONTINUE IN FORCE UNTIL
UNLESS SOONER REVOKED.

APRIL 30 1997

Meredith R. Clark, Asst.

CITY CLERK

THIS LICENSE IS NOT TRANSFERABLE BY OWNER, CORPORATION, ADDRESS OR TYPE.

STATE OF MAINE

LICENSE



CITY OF PORTLAND
OFFICE OF THE CITY CLERK

APRIL 30, 1996

DATE:

TO ALL WHOM THESE PRESENTS MAY CONCERN: THIS IS TO CERTIFY
THAT THE CITY OF PORTLAND HAS GRANTED A LICENSE TO:

Name(s)..MICHELE BRIERE

D/B/A....OLD PORT TAXI

Address..795 FOREST AVENUE
PORTLAND ME 04103

Expires: 4/30/97

License Types
10 TAXICAB BUSINESS

Conditions.... VIN #HL41D9F214366 H PLATE #6253

THIS LICENSE IS GRANTED SUBJECT TO STRICT OBSERVANCE OF ALL LAWS,
ORDINANCES AND REGULATIONS ENACTED FOR THE PROTECTION OF THE CITY
SO FAR AS THEY MAY APPLY, AND IS TO CONTINUE IN FORCE UNTIL
UNLESS SOONER REVOKED.

APRIL 30 1997

Meredith R. Clark, Asst. CITY CLERK

THIS LICENSE IS NOT TRANSFERABLE BY OWNER, CORPORATION, ADDRESS OR TYPE.

GENERAL REPAIRS
REPAIRS

" HAVE NO FEAR IKE IS HERE "
IKE'S AUTO REPAIR
48 MASTHILL RD.
SACO, MAINE. 04072
(207) 282-7478

AUTO BODY REPAIRS
AND PAINTING

OWNER/S VEHICLE
NAME Michele Briere (DBA Old Port Taxi) YEAR 85 MAKE Chevy
ADDRESS 444 St. John St. #1 MODEL Caprice Classic 4dr. LD.
CITY Portland STATE me. PLATE # H-6163 # 209
HM. PHONE _____ W. PHONE 877-7872 V.I.N. # 1G1BN6926F4116353
V. PHONE 772-TAXI

| LINE # | REPAIR | REPLACE | BODY REPAIR WORK | PARTS | METAL | LABOR STRUCT. | MECH | SPOT PAINT |
|--------|--------|---------|--------------------------|------------------|-------|---------------|------|------------|
| 1 | | X | Rt FRNT FND + DOOR Cmpl | 295.00 | 3.3 | - | - | 5.4 |
| 2 | | X | Rt FRNT FND + DOOR MDL. | 30.00 | 1.0 | - | - | - |
| 3 | X | | Rt REAR DOOR | - | 4.0 | - | - | 2.2 |
| 4 | X | X | Rt QTR W/O MDL. | 20.00 | - | - | - | - |
| 5 | X | | Rt QTR DVS HAK | - | 2.3 | - | - | 2.4 |
| 6 | | X | 51097 BATTERY | 65.00 | - | - | 0.2 | - |
| 7 | | X | 40725 Fuel Pump | 30.52 | - | - | 1.0 | - |
| 8 | | X | Rt Rear Door Bdy MDL | 12.00 | 0.1 | - | - | - |
| 9 | | | | | | | | |
| 10 | | | Blend + Tint + Coat | - | - | - | - | 1.5 |
| 11 | | | | | | | | |
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| 16 | | | | | | | | |
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| 18 | | | | | | | | |
| 19 | | | | | | | | |
| 20 | | | | 460.52 | 10.7 | - | 1.2 | 11.5 |

Paul [Signature]
12-09-96

| | |
|---------------------------------------|----------|
| ***** BODY MATERIALS & SUPPLY'S TOTAL | 147.00 |
| ***** PARTS TOTAL | 460.52 |
| ***** BODY LABOR TOTAL | 342.40 |
| ***** MECH. REPAIRS TOTAL | 35.40 |
| ***** SPOT PAINT TOTAL | 365.00 |
| ***** GROSS SALES TOTAL | 1,350.62 |
| ***** AMOUNT TAXABLE | 27.64 |
| ***** TOTAL AMOUNT OWED | 1,354.26 |

THIS IS A PRICE ESTIMATE FOR REPAIRS YOU HAVE AUTHORIZED. THE FINAL PRICE COULD CHANGE IF THERE IS A PRICE INCREASE IN MANUFACTURER'S PARTS PRICES OR IF DURING REPAIR ADDITIONAL OR HIDDEN DAMAGES ARE DISCOVERED. IF ADDITIONAL DAMAGES ARE DISCOVERED YOU WILL BE CONTACTED BEFORE WE PROCEED WITH REPAIRS.

I UNDERSTAND THAT THE GARAGE IS NOT RESPONSIBLE FOR LOSS OR DAMAGES DUE TO ANY CAUSES BEYOND THEIR CONTROL.

AUTHORIZATION SIGNATURE FOR REPAIRS [Signature] DATE 12/09/96

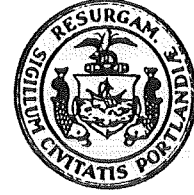
- I/WE REQUEST ALL OLD PARTS TO BE RETURNED
- I/WE DO NOT WANT THE OLD PARTS TO BE RETURNED.

1384.26
- 65.00 BATTERY
1316.26

BATTERY → Customer HAD used it

STATE OF MAINE

LICENSE



CITY OF PORTLAND
OFFICE OF THE CITY CLERK

APRIL 17, 1996

DATE:

TO ALL WHOM THESE PRESENTS MAY CONCERN: THIS IS TO CERTIFY
THAT THE CITY OF PORTLAND HAS GRANTED A LICENSE TO:

Name(s)...MICHELE BRIERE

D/B/A...OLD PORT TAXI

Address..444 ST. JOHN ST.
PORTLAND ME 04102

Expires: 4/30/97

License Types

Conditions.....VIN# PL41D9F214366 H-PLATE# 6253

THIS LICENSE IS GRANTED SUBJECT TO STRICT OBSERVANCE OF ALL LAWS,
ORDINANCES AND REGULATIONS ENACTED FOR THE PROTECTION OF THE CITY
SO FAR AS THEY MAY APPLY, AND IS TO CONTINUE IN FORCE UNTIL
APRIL 30 1997
UNLESS SOONER REVOKED.

Jean B. Allen

Assant
CITY CLERK

THIS LICENSE IS NOT TRANSFERABLE BY OWNER, CORPORATION, ADDRESS OR TYPE.

WORK ORDER

VIP Discount Auto (#29)

| | | | |
|---|--|------------------------------|----------------|
| NAME/ADDRESS TAXI, OLD PORT 1 PORTLAND, ME 04103 | | HOME PHONE (207) 874-7872 | ACCOUNT |
| YEAR/MAKE/MODEL 1995 CHEVROLET CAPRICE 45.0L APR 40, VIN: 1H (57371) | | WORK PHONE | P.O. NUM |
| COLOR BLUE | | VIN # | KEY TAG |
| SAVE PARTS Y V N | ALL PARTS NEW UNLESS OTHERWISE SPECIFIED | PROMISED DATE / TIME | MILEAGE 616 |

| ESTIMATE | AMOUNT | DATE | TIME | EMPLOYEE | PHONE | CUSTOMER |
|-----------|--------|-------|-------|------------|----------|----------------|
| ORIGINAL | 73.97 | 12/09 | 8:18 | 0000001074 | 874-7872 | TAXI, OLD PORT |
| REVISED 1 | 74.74 | 12/09 | 10:15 | | | |
| REVISED 2 | 157.52 | 12/09 | 13:01 | | | |

I acknowledge notice and oral approval of an increase in the original estimate price.
AUTHORIZED BY: **X**

PARTS & OTHERS

| QTY. | PART NO. | DESCRIPTION | EACH | EXTENSION |
|------|-------------|---|-------|-----------|
| | | ALIGNMENT 4 WHEEL W/MECH | | |
| | | TIRE PACKAGE/AUTO 20TY | | |
| | | FREE TIRE ROTATION EVERY | | |
| | | 5,000 MILES | | |
| | | USE DRIVERS FRT AS SPARE | | |
| | | OTHER RIM IN TRUNK | | |
| | | REPLACE FRT TIRES | | |
| | | CK TIRE SIZE | | |
| 1 | 62137201975 | ES2019R/TIED ROD-A | 12.99 | 12.99 ✓ |
| 2 | 104982108 | ALIGNMENT THRUST ANGLE P205/75SR15HW P100 AS 65K | 39.99 | 79.98 ✓ |

F.E.A.I.

VIP Discount Auto (#29)
35 Riverside Street
Westbrook ME
928-4711
12/09/96 12:38:52

Cashier: 0000001064 Register#04
Counter: 0000001074 Drawer # 1

Robert Hopton

| | | | | |
|----|---------------------------|---|--------|-------|
| CM | 0 312 | @ | 0.00 | 0.00 |
| | ALIGNMENT 4 WHEEL W/MECH | S | | |
| CM | 0 66 | @ | 0.00 | 0.00 |
| | TIRE PACKAGE/AUTO 20TY | S | | |
| LB | 2.00 35 | @ | 9.99 | 19.98 |
| | MOUNT, BALANCE, STEM, RVH | S | | |
| CM | 0 COMMENT | @ | 0.00 | 0.00 |
| | FREE TIRE ROTATION EVERY | S | | |
| CM | 0 COMMENT | @ | 0.00 | 0.00 |
| | 5,000 MILES | S | | |
| LB | 2.00 28 | @ | 1.00 | 2.00 |
| | STATE RECYCLING TAX | S | | |
| LB | 2.00 27 | @ | 1.00 | 2.00 |
| | DISPOSAL FEE | S | | |
| VE | 0 V.COMMENT | @ | 0.00 | 0.00 |
| | ALL MINUM WHEELS NEED TO | S | | |
| VE | 0 V.COMMENT | @ | 0.00 | 0.00 |
| | BE RETORQUED IN 25 MILES | S | | |
| CM | 0 | @ | 0.00 | 0.00 |
| | USE DRIVERS FRT AS SPARE | S | | |
| CM | 0 | @ | 0.00 | 0.00 |
| | OTHER RIM IN TRUNK | S | | |
| CM | 0 | @ | 0.00 | 0.00 |
| | REPLACE FRT TIRES | S | | |
| CM | 0 | @ | 0.00 | 0.00 |
| | CK TIRE SIZE | S | | |
| PA | 1 62137201975 | @ | 12.99 | 12.99 |
| | ES2019R/TIED ROD-A | S | | |
| | LIFETIME WARRANTY | | | |
| CM | 0 311 | @ | 0.00 | 0.00 |
| | ALIGNMENT THRUST ANGLE | S | | |
| LD | 1.00 311 | @ | 34.99 | 34.99 |
| | ALIGNMENT THRUST ANGLE | S | | |
| | (CUSTOMER SERVICE) FOR | | | -2.00 |
| | (ON ITEM# 16 311) | | | |
| PA | 2 104982108 | @ | 39.99 | 79.98 |
| | P205/75SR15HW P100 AS 65K | S | | |
| | SUBTOTAL | | 151.94 | |
| | TAX 6.00% | | 5.58 | |
| | TOTAL | | 157.52 | |

CASH PAYMENT -160.52
CHANGE DUE 3.00

Transaction #00046788

Thanks! Come again!

Receipt Required for Returns

I hereby accept the above estimate and authorize this repair work to be performed by V.I.P. with the necessary materials provided. In the event of the repairs exceeding this estimate, I also agree to pay any additional charges after V.I.P. has first obtained my approval to perform the additional work. V.I.P. employees may operate this vehicle for purposes of testing, inspection, or delivery at my risk. V.I.P. shall not be responsible for any loss or damage suffered by the customer to his/her vehicle, or property damage due to theft, fire, collision, accident, or otherwise. An express mechanic's lien is acknowledged on the above vehicle to secure the amount of repairs thereto. No other oral, written, or implied warranties are acknowledged except warranties made by the manufacturer. A storage charge of \$5.00 per day will be charged to any vehicle left after 7 days from notification of services completed.

AUTHORIZED BY **X**

COMPLETED WORK ORDER



Customer Satisfaction Guaranteed

TOTALS

| | |
|----------|--------|
| PARTS | 92.97 |
| LABOR | 58.97 |
| OTHER | 0.00 |
| SUBLET | 0.00 |
| SUBTOTAL | 151.94 |
| TAX | 5.58 |
| TOTAL | 157.52 |

WORK ORDER ONLY, NOT A VALID RECEIPT

meineke®

Discount Mufflers

QUALITY UNDERCAR SPECIALIST

STORE #243
1155 FOREST AVENUE
PORTLAND, ME 04103
(207) 797-5742

CUSTOMER COPY

MC 46692

Estimate #
Invoice #

7592
7227



"Each Shop Individually Owned and Operated"

Customer Id# 046262
OLD PORT TAXI
444 ST JOHN

S
O
L
D
T
O

PORTLAND ME 04103
Phone:
Work:

| | |
|---------|----------|
| MUFFLER | |
| 1 YR. | LIFETIME |
| M | SI |

METHOD OF PAYMENT

CASH CHECK
 COMPANY CHARGE CREDIT CARD
 NAME OF CHARGE CARD _____

| YEAR | MAKE | MODEL | LICENSE NO. | STATE | ODOMETER | VIN/P.O. NUMBER | DATE |
|---------|-----------|---------|-------------------|----------|----------|-----------------|--|
| 1985 | CHEVROLET | CAPRICE | | ME | / | | 12/21/96 |
| REMARKS | | | TAX EXEMPTING NO. | SALESMAN | MECHANIC | SOURCE | |
| | | | | 9981 | 2430 | | <input type="checkbox"/> TCR <input type="checkbox"/> DF |

| QUANTITY | PART NUMBER | DESCRIPTION | Part | UNIT PRICE | AMOUNT |
|----------|-------------|-------------------|--------|------------|----------|
| Qty | Part No | Description | Part | Labor | Extended |
| EXHAUST | | | | | |
| 1 | 17844 | PRO-FIT PREM MUFF | | | |
| | | | 49.95 | | 49.95 |
| 1 | 46619 | PIPE | 40.34 | | 40.34 |
| 1 | 3/44915 | EXTENSION PIPE | 40.24 | | 40.24 |
| 1 | 31865 | FLANGE | 7.01 | | 7.01 |
| 1 | EX HAZ | EX HAZMAT REMOVAL | | 2.00 | 2.00 |
| 3 | CL3 | THREE CLAMPS | 3.00 | | 3.00 |
| | | TOTAL EXHAUST | 145.54 | 2.00 | 148.54 |

#209

*Muffler
Lifetime Warrantee*

CASH 157.33 ALL PAUL

WHILE WORKING WE NOTICED: THANK YOU FOR BRINGING YOUR CAR TO MEINEKE FOR SERVICING. WE APPRECIATE YOUR BUSINESS AND HOPE OUR PERFORMANCE LIVED UP TO YOUR EXPECTATIONS. IF NOT LET US KNOW, BECAUSE YOUR SATISFACTION IS IMPORTANT.

INVOICE MEINEKE DISCOUNT MUFFLER/BRAKE INVOICE

| | | |
|-------------|---|--------|
| PARTS TOTAL | ▶ | 146.54 |
| LABOR | ▶ | 2.00 |
| SUB-TOTAL | ▶ | 148.54 |
| TAX | ▶ | 3.79 |
| TOTAL DUE | ▶ | 152.33 |

RECEIVED BY X
WARRANTY INFORMATION ON BACK OF RECEIPT

PAY THIS AMOUNT

GENERAL REPAIRS
REPAIRS

" HAVE NO FEAR IKE IS HERE "
IKE'S AUTO REPAIR
48 MASTHILL RD.
SACO, MAINE. 04072
(207) 282-7478

AUTO BODY REPAIRS
AND PAINTING

OWNER/S

VEHICLE

NAME OLD PORT TAXI #208

YEAR 85 MAKE _____

ADDRESS _____

MODEL FORD LTD

CITY _____ STATE _____

PLATE # H6153

HM. PHONE _____ W. PHONE _____

V.I.N. # _____

| LINE # | REPAIR | REPLACE | BODY REPAIR WORK | PARTS | LABOR | | | SPOT |
|--------|--------|---------|------------------|-------|-------|---------|------|-------|
| | | | | | METAL | STRUCT. | MECH | PAINT |
| 1 | ✓ | ✓ | TRANSMISSION | | | | | |
| 2 | | ✓ | CONVERTER | | | | | |
| 3 | | | | | | | | |
| 4 | | | | | | | | |
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|---------------------------------------|--------|
| ***** BODY MATERIALS & SUPPLY'S TOTAL | |
| ***** PARTS TOTAL | 150.00 |
| ***** BODY LABOR TOTAL | 85.00 |
| ***** SUBLET REPAIRS TOTAL | |
| ***** SPOT PAINT TOTAL | |
| ***** GROSS SALES TOTAL | |
| ***** AMOUNT TAXABLE | |
| ***** TOTAL AMOUNT OWED | 235.00 |

THIS IS A PRICE ESTIMATE FOR REPAIRS YOU HAVE AUTHORIZED. THE FINAL PRICE COULD CHANGE IF THERE IS A PRICE INCREASE IN MANUFACTURER'S PARTS PRICES OR IF DURING REPAIR ADDITIONAL OR HIDDEN DAMAGES ARE DISCOVERED. IF ADDITIONAL DAMAGES ARE DISCOVERED YOU WILL BE CONTACTED BEFORE WE PROCEED WITH REPAIRS.

I UNDERSTAND THAT THE GARAGE IS NOT RESPONSIBLE FOR LOSS OR DAMAGES DUE TO ANY CAUSES BEYOND THEIR CONTROL.

AUTHORIZATION SIGNATURE FOR REPAIRS _____ DATE 11/01/97

I/WE REQUEST ALL OLD PARTS TO BE RETURNED

I/WE DO NOT WANT THE OLD PARTS TO BE RETURNED.

GENERAL REPAIRS
REPAIRS

" HAVE NO FEAR IKE IS HERE "
IKE'S AUTO REPAIR
48 MASTHILL RD.
SACO, MAINE. 04072
(207) 282-7478

AUTO BODY REPAIRS
AND PAINTING

OWNER/S VEHICLE
NAME Old Port Taxi 1/14/97 YEAR 85 MAKE Chevy
ADDRESS 444 St. John St. MODEL Caprice
CITY _____ STATE _____ PLATE # H6163
HM. PHONE _____ W. PHONE _____ V.I.N. # _____

| LINE # | REPAIR | REPLACE | BODY REPAIR WORK | PARTS | METAL | LABOR STRUCT. | MECH | SPOT PAINT |
|--------|--------|---------|------------------|-------|-------|------------------|--------|---------------|
| 1 | | ✓ | Motor | | | | 200.00 | |
| 2 | | | | | | | | |
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Paid in full
JG

| | |
|---------------------------------------|--------|
| ***** BODY MATERIALS & SUPPLY'S TOTAL | |
| ***** PARTS TOTAL | |
| ***** BODY LABOR TOTAL | |
| ***** SUBLET REPAIRS TOTAL | |
| ***** SPOT PAINT TOTAL | |
| ***** GROSS SALES TOTAL | |
| ***** AMOUNT TAXABLE | |
| ***** TOTAL AMOUNT OWED | 200.00 |

THIS IS A PRICE ESTIMATE FOR REPAIRS YOU HAVE AUTHORIZED. THE FINAL PRICE COULD CHANGE IF THERE IS A PRICE INCREASE IN MANUFACTURER'S PARTS PRICES OR IF DURING REPAIR ADDITIONAL OR HIDDEN DAMAGES ARE DISCOVERED. IF ADDITIONAL DAMAGES ARE DISCOVERED YOU WILL BE CONTACTED BEFORE WE PROCEED WITH REPAIRS.

I UNDERSTAND THAT THE GARAGE IS NOT RESPONSIBLE FOR LOSS OR DAMAGES DUE TO ANY CAUSES BEYOND THEIR CONTROL.

AUTHORIZATION SIGNATURE FOR REPAIRS *Michael M. Brier* DATE 1/25/97

I/WE REQUEST ALL OLD PARTS TO BE RETURNED

I/WE DO NOT WANT THE OLD PARTS TO BE RETURNED.

GENERAL REPAIRS
REPAIRS

" HAVE NO FEAR IKE IS HERE "
IKE'S AUTO REPAIR
48 MASTHILL RD.
SACO, MAINE. 04072
(207) 282-7478

AUTO BODY REPAIRS
AND PAINTING

OWNER/S VEHICLE
NAME Old Port Taxi YEAR 86 MAKE Mercury
ADDRESS 444 St. John St. MODEL Topez
CITY Portland STATE ME PLATE # _____
HM. PHONE _____ W. PHONE _____ V.I.N. # _____

| LINE # | REPAIR | REPLACE | BODY REPAIR WORK | PARTS | METAL | LABOR STRUCT. | MECH | SPOT PAINT |
|--------|--------|---------|------------------|-------|-------|------------------|--------|---------------|
| 1 | | ✓ | Transmission | | | | | |
| 2 | | ✓ | Steering Rack | | | | 250.00 | |
| 3 | | ✓ | Brakes | | | | | |
| 4 | | | | | | | | |
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Paid in full

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|---------------------------------------|--------|
| ***** BODY MATERIALS & SUPPLY'S TOTAL | |
| ***** PARTS TOTAL | |
| ***** BODY LABOR TOTAL | |
| ***** SUBLET REPAIRS TOTAL | |
| ***** SPOT PAINT TOTAL | |
| ***** GROSS SALES TOTAL | |
| ***** AMOUNT TAXABLE | |
| ***** TOTAL AMOUNT OWED | 250.00 |

THIS IS A PRICE ESTIMATE FOR REPAIRS YOU HAVE AUTHORIZED. THE FINAL PRICE COULD CHANGE IF THERE IS A PRICE INCREASE IN MANUFACTURER'S PARTS PRICES OR IF DURING REPAIR ADDITIONAL OR HIDDEN DAMAGES ARE DISCOVERED. IF ADDITIONAL DAMAGES ARE DISCOVERED YOU WILL BE CONTACTED BEFORE WE PROCEED WITH REPAIRS.

I UNDERSTAND THAT THE GARAGE IS NOT RESPONSIBLE FOR LOSS OR DAMAGES DUE TO ANY CAUSES BEYOND THEIR CONTROL.

AUTHORIZATION SIGNATURE FOR REPAIRS *M. Bruner* DATE 1/27/97

- I/WE REQUEST ALL OLD PARTS TO BE RETURNED
- I/WE DO NOT WANT THE OLD PARTS TO BE RETURNED.

GENERAL REPAIRS
REPAIRS

" HAVE NO FEAR IKE IS HERE "
IKE'S AUTO REPAIR
48 MASTHILL RD.
SACO, MAINE. 04072
(207) 282-7478

AUTO BODY REPAIRS
AND PAINTING

OWNER/S
NAME Old Port Taxi VEHICLE
YEAR 79 MAKE Plym
ADDRESS _____ MODEL Volare
CITY Bethowen STATE _____ PLATE # H6253
HM. PHONE _____ W. PHONE 874-7872 V.I.N. # _____

| LINE # | REPAIR | REPLACE | BODY REPAIR | WORK | PARTS | METAL | LABOR | STRUCT | MECH | SPOT PAINT |
|--------|--------|---------|-------------|-------------------|-------|-------|-------|--------|------|------------|
| 1 | | X | | Rear End Assembly | | | | | | |
| 2 | | | | | | | | | | |
| 3 | | | | | | | | | | |
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|---------------------------------------|--------|
| ***** BODY MATERIALS & SUPPLY'S TOTAL | |
| ***** PARTS TOTAL | |
| ***** BODY LABOR TOTAL | |
| ***** SUBLET REPAIRS TOTAL | |
| ***** SPOT PAINT TOTAL | |
| ***** GROSS SALES TOTAL | |
| ***** AMOUNT TAXABLE | |
| ***** TOTAL AMOUNT OWED | 145.00 |

THIS IS A PRICE ESTIMATE FOR REPAIRS YOU HAVE AUTHORIZED. THE FINAL PRICE COULD CHANGE IF THERE IS A PRICE INCREASE IN MANUFACTURER'S PARTS PRICES OR IF DURING REPAIR ADDITIONAL OR HIDDEN DAMAGES ARE DISCOVERED. IF ADDITIONAL DAMAGES ARE DISCOVERED YOU WILL BE CONTACTED BEFORE WE PROCEED WITH REPAIRS.

I UNDERSTAND THAT THE GARAGE IS NOT RESPONSIBLE FOR LOSS OR DAMAGES DUE TO ANY CAUSES BEYOND THEIR CONTROL.

AUTHORIZATION SIGNATURE FOR REPAIRS Michael M. Buseri DATE 02/04/97

- I/WE REQUEST ALL OLD PARTS TO BE RETURNED
- I/WE DO NOT WANT THE OLD PARTS TO BE RETURNED.

Prompto 10 Minute Oil Change
 471-479 Forest Avenue, Portland, ME 04101
 (207) 775-6280
Serving Seventeen Locations in Maine & New Hampshire

321151

Customer Name _____

Address OID Post # 209

Date 1, 9, 97

Remarks _____ Make CHEVY Year 85

Model CAPRICE Cyl. 6

| Mgr.-Asst | Upper Tech | Lower Tech | Cash | Charge | PO # | License Plate No. | Mileage |
|--|------------|------------|-------------------------------------|-------------------------------------|--------------------------|-------------------------------------|---------|
| Pm | KS | WM | | | | | 227507 |
| ITEMS TO BE SERVICED | | | CHECKED | ADDED | N/A | REPLACED | AMOUNT |
| OIL: <input checked="" type="checkbox"/> Oilzum <input type="checkbox"/> Castrol <input type="checkbox"/> Other | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| WEIGHT: <input type="checkbox"/> 10W-30 <input type="checkbox"/> 10W-40 <input type="checkbox"/> 5W-30 <input checked="" type="checkbox"/> Other 20/50 | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| OIL FILTER # <u>PH25</u> | | | | | | <input checked="" type="checkbox"/> | |
| LUBRICATE CHASSIS | | | | <input checked="" type="checkbox"/> | | | 8.46 |
| AIR FILTER # | | | <input checked="" type="checkbox"/> | | | | |
| AIR BREATHER | | | <input checked="" type="checkbox"/> | | | | |
| POWER STEERING FLUID | | | <input checked="" type="checkbox"/> | | | | |
| BATTERY LEVEL | | | <input checked="" type="checkbox"/> | | | | |
| BRAKE FLUID | | | <input checked="" type="checkbox"/> | | | | |
| WASHER FLUID | | | <input checked="" type="checkbox"/> | | | | |
| AUTO. TRANS FLUID | | | <input checked="" type="checkbox"/> | | | | |
| WINDSHIELD WIPER BLADES | | | <input checked="" type="checkbox"/> | | | | |
| ANTI-FREEZE OVERFLOW TANK | | | <input checked="" type="checkbox"/> | | | | |
| CLEAN WINDSHIELD | | | <input checked="" type="checkbox"/> | | | | |
| CHECK TIRE PRESSURE | | | | | | | |
| CHECK REAR END LEVEL | | | | | | | |
| EXTRA OIL (ABOVE 5 QTS) | | | | | | | |
| PLUG GASKETS | | | | | | | |
| DRAIN PLUG | | | | | | | |
| OIL ADDITIVES | | | | | | | |
| ENGINE TREATMENT | | | | | | | |
| | | | | | | | |
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| | | | | | | | |

RECEIVED BY: _____

Our Specialty is 10 Minute Service

ALL CLAIMS REGARDING OUR GUARANTEE MUST BE PRESENTED TO OUR SHOP FIRST OR WILL BE VOID

| | |
|-----------------|-------|
| SUBTOTAL | |
| TAX | 51 |
| LABOR | 9.00 |
| TOTAL | 17.97 |

#207

Prompto 10 Minute Oil Change

471-479 Forest Avenue, Portland, ME 04101

(207) 775-6280

322267

Serving Seventeen Locations in Maine & New Hampshire

Customer Name Old Port Taxi

Address _____

Date 1/18/97

Remarks _____ Make PLYMOUTH Year 79

Model VOCAPE Cyl. 6

| Mgr.-Asst | Upper Tech | Lower Tech | Cash | Charge | PO # | License Plate No. | Mileage |
|---|------------|------------|----------------------------------|--------------------------------|------|-------------------|---------|
| | WM | CP | | | | | 157683 |
| ITEMS TO BE SERVICED | | | CHECKED | ADDED | N/A | REPLACED | AMOUNT |
| OIL: <input checked="" type="checkbox"/> Oilzum | | | <input type="checkbox"/> Castrol | <input type="checkbox"/> Other | | | |
| WEIGHT: <input type="checkbox"/> 10W-30 | | | <input type="checkbox"/> 10W-40 | <input type="checkbox"/> 5W-30 | | | |
| OIL FILTER # <u>PH-16</u> | | | | | | <u>20/50</u> | |
| LUBRICATE CHASSIS | | | | | | ✓ | |
| AIR FILTER # | | | | ✓ | | | 8.46 |
| AIR BREATHER | | | ✓ | | | | . |
| POWER STEERING FLUID | | | ✓ | | | | . |
| BATTERY LEVEL | | | ✓ | | | | . |
| BRAKE FLUID | | | ✓ | | | | . |
| WASHER FLUID | | | ✓ | | | | . |
| AUTO. TRANS FLUID | | | ✓ | | | | . |
| WINDSHIELD WIPER BLADES | | | ✓ | | | | . |
| ANTI-FREEZE OVERFLOW TANK | | | ✓ | | | | . |
| CLEAN WINDSHIELD | | | ✓ | | | | . |
| CHECK TIRE PRESSURE | | | | | | | . |
| CHECK REAR END LEVEL | | | | | | | . |
| EXTRA OIL (ABOVE 5 QTS) | | | | | | | . |
| PLUG GASKETS | | | | | | | . |
| DRAIN PLUG | | | | | | | . |
| OIL ADDITIVES | | | | | | | . |
| ENGINE TREATMENT | | | | | | | . |

RECEIVED BY: _____

Our Specialty is 10 Minute Service

| | |
|-----------------|------|
| SUBTOTAL | |
| TAX | 51 |
| LABOR | 9.00 |

ALL GOODS RETURNED MUST BE ACCOMPANIED BY THIS INVOICE

#207 79
VOIDARE

PORTLAND TRANSMISSION
 46 CLARION STREET P.O. BOX 874 PORTLAND MAINE 04104-0874
 LOCAL 774-5424 FAX 207-774-7100

WE SPECIALIZE IN SUPPLYING STANDARD TRANSMISSION PARTS & RE
 BUILD UNITS NATIONWIDE. CALL US FOR ALL YOUR TRANSMISSION NEEDS.
 ALL RETURNS MUST BE MADE WITHIN 30 DAYS TO RECEIVE CREDIT.
 ALL ITEMS ARE SUBJECT TO A 15 PERCENT RESTOCKING FEE.

C
U
O
A

OLD PORT TAXI

CASH INVOICE #167656-11
 CODES: B
 DATE : 01/28/97 04

PAGE 1

| QUANTITY | LINE | PART NUMBER | DESCRIPTION | CORE | LIST EA. | YOUR COST | EXTENSION | TAX |
|-------------|------|-------------|-------------|------|----------|-----------|-----------|-----|
| | | 52615 | | | | 49.25 | 49.25 | |
| TOTAL UNITS | | | | | | | | |
| | | | LABOR | | | | | |
| | | | MISC. | | | | | |
| | | | CORE TOTAL | | | | | |
| | | | LIST TOTAL | | | | | |
| | | | NON-TAXABLE | | | | | |
| | | | TAXABLE | | | | | |
| | | | TOTAL TAX | | | | | |

RECEIVED
 BY: X

PAY THIS
 AMOUNT ▶

| >> ACCOUNT SUMMARY | ACCOUNT NO. | DATE |
|---|-------------|---------|
| | 20033857 | 1/20/97 |
| / BALANCE DUE BEFORE NEW CHARGES | | |
| AMOUNT BILLED LAST MONTH | | 62.29 |
| BALANCE BEFORE NEW CHARGES..... | | 62.29 |
| > SUMMARY OF NEW CHARGES BY TELEPHONE NO. | | |
| 207-232-1633 MICHELE BRIERE | | 50.69 |
| TOTAL NEW CHARGES..... | | 50.69 |
| >> TOTAL AMOUNT DUE IMPORTANT - SEE ENCLOSED NOTICE REGARDING OVERDUE BALANCE | | 112.98 |

*Pd 2/1/97
M.O. # 951620444*

232-1633

112.98

| >> ACCOUNT SUMMARY | ACCOUNT NO. | DATE |
|---|-------------|---------|
| | 29791 | 1/20/97 |
| > BALANCE DUE BEFORE NEW CHARGES | | |
| AMOUNT BILLED LAST MONTH | | 129.95 |
| BALANCE BEFORE NEW CHARGES..... | | 129.95 |
| > SUMMARY OF NEW CHARGES BY TELEPHONE NO. | | |
| 207-233-7097 MICHELE BRIERE | | 187.60 |
| TOTAL NEW CHARGES..... | | 187.60 |
| >> TOTAL AMOUNT DUE IMPORTANT - SEE ENCLOSED NOTICE REGARDING OVERDUE BALANCE | | 317.55 |

*Pd 2/02/97
M.O. # 951620445*

PLEASE WRITE YOUR ACCOUNT NO. ON YOUR CHECK
AND MAKE PAYABLE TO:

TIME WARNER CABLE
118 JOHNSON ROAD
P.O. BOX 8180
PORTLAND, MAINE 04104-8180

634628892301530003554

| ACCOUNT NUMBER | | SERVICE PERIOD | | |
|----------------|--------|----------------|------------|------|
| FROM | TO | FROM | TO | |
| 6346 | 288923 | 01 | 7/01 | 7/31 |
| CLOSING DATE | | DUE DATE | AMOUNT DUE | |
| 06/17/97 | | 7/10/97 | 35.54 | |

TIME WARNER CABLE
PO BOX 9148
CHELSEA MA 02150-9148

INCLUDES PAYMENTS PROCESSED THROUGH CLOSING DATE

ADDRESS AT WHICH SERVICE IS PROVIDED

OLD PORT TAXI
142 HIGH ST
APT 219



PLEASE INDICATE AMOUNT ENCLOSED \$ _____

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT.

***** 5-DIGIT 04101

S01

OLD PORT TAXI
APT 219
142 HIGH ST
PORTLAND ME 04101-2840

IMPORTANT NUMBERS

CUSTOMER SERV.
207-775-3431
REPAIR SERVICE
207-775-5498
CALL TOLL-FREE
800-833-2253



"CABLE ADVANTAGES" - LOOK FOR THE COUPONS AND DISCOUNTS INCLUDED WITH THIS BILL.

ENJOY HOLLYWOOD'S HOTTEST HITS AT HOME THIS SUMMER
ON AXS INSTANT THEATRE
WITH "RANSOM", "101 DALMATIANS", "THE PREACHER'S WIFE",
AND "SPACE JAM"!! HOME IS WHERE THE HITS ARE!
TUNE TO SNEAK PREVUE ON CHANNEL 20 FOR ORDERING AND
SCHEDULING INFORMATION.

FCC ID #: ME0064, PORTLAND, ASSISTANT CITY MANAGER, 389 CONGRESS ST, PORTLAND, ME, (207) 874-8300

000000423

| FROM | TO | DESCRIPTION | CHARGES / CREDITS |
|-------|-------|-------------------------------|-------------------|
| 05/20 | | *** PREVIOUS BALANCE *** | 120.14 |
| 06/06 | | PAYMENT RECEIVED, THANK YOU | 120.14- |
| 07/01 | 07/31 | MONTHLY SERVICES | 32.73 |
| | | THIS SERVICE CHARGE INCLUDES: | |
| | | (C1) BASIC SERVICE | |
| | | (C1) STANDARD SERVICE | |
| | | (C1,2) WTBS | |
| | | (C1,2) WSBK | |
| 07/01 | 07/31 | STATE SALES TAX | 1.08 |
| 07/01 | 07/31 | FRANCHISE FEE | 1.64 |
| 07/01 | 07/31 | FCC FEE | .09 |

| ACCOUNT NUMBER | | SERVICE PERIOD | | CLOSING DATE | DUE DATE | AMOUNT DUE | |
|----------------|--------|----------------|------|--------------|----------|------------|-------|
| FROM | TO | FROM | TO | | | | |
| 6346 | 288923 | 01 | 7/01 | 7/31 | 06/17/97 | 07/10/97 | 35.54 |

ADDRESS AT WHICH SERVICE IS PROVIDED.

142 HIGH ST

APT 219

S001

PLEASE KEEP THIS PORTION FOR YOUR RECORDS.

MONEY ORDER RECEIPT - NON NEGOTIABLE

LOAD THIS DIRECTION, THIS SIDE UP

LOAD THIS DIRECTION, THIS SIDE UP

AGT 110356 DT 860127 \$250.00 TWENTYFIVE DOLLARS AND NO CENTS

Payable to: Congress Prop. Mng. *Port for June 142 High St #219*

Retain this purchaser's copy. It must be included with all refund requests. Be sure to read Important Information below and on back.

PURCHASE AGREEMENT: You the purchaser agree that Integrated Payment Systems Inc. need not stop payment on, or replace, or refund a lost or stolen Integrated Payment Systems Inc. Money Order unless (1) you fill in the face of the Money Order at the time of purchase, and (2) you report the loss or theft to Integrated Payment Systems Inc. in writing immediately. Issued by Integrated Payment Systems Inc., Englewood, Colorado

0 2 0 9 6 7 1 3 6 8 3





1-800-565-3181
8 am to 5 pm.



441-1040456-019
Your account number



MICHELE BRIERE
142 HIGH ST UNIT 219
PORTLAND ME
Service location

Billing date: 06/02/97

Service type: General, rate SGS

| Meter | Date | Reading |
|-------|----------|---------|
| 038 | 05/30/97 | 8462 |
| 038 | 04/30/97 | 8413 |

KW hours used 49
Number of days 30

| | |
|----------------------------|---------|
| Prior balance | \$27.94 |
| Payments rec'd - thank you | 27.94- |
| Your balance forward is | \$0.00 |

| Current Month Charges | |
|-----------------------|----------|
| Service charge | \$11.06+ |
| Energy charge | 5.12+ |
| 49 kwh x 10.4589¢ | |
| Maine sales tax | 0.97+ |

Total current charges \$17.15

New balance \$17.15

Please pay before 06/29/97 \$17.15

Your electricity usage (in kwh)

| | 05/97 | 04/97 | 03/97 | 02/97 | 01/97 | 12/96 | 11/96 | 10/96 | 09/96 | 08/96 | 07/96 | 06/96 | 05/96 |
|---------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| Daily | 2 | 1 | | | | | | | | | | | |
| Monthly | 49 | 34 | | | | | | | | | | | |

MONEY ORDER RECEIPT - NON NEGOTIABLE

LOAD THIS DIRECTION, THIS SIDE UP

LOAD THIS DIRECTION, THIS SIDE UP

Payable to: *CMP*
 Retain this purchaser's copy. It must be included with all refund requests. Be sure to read important information below and on back.
 PURCHASE AGREEMENT: You the purchaser agree that Integrated Payment Systems Inc. need not stop payment on, or replace, or refund a lost or stolen Integrated Payment Systems Inc. Money Order unless (1) you fill in the face of the Money Order at the time of purchase, and (2) you report the loss or theft to Integrated Payment Systems Inc. in writing immediately. Issued by Integrated Payment Systems Inc., Englewood, Colorado

*Lighter
142 High
219*

0 2 0 9 6 7 1 3 8 1 9



S01

OLD PORT TAXI
APT 219
142 HIGH ST
PORTLAND ME 04101-2840

CUSTOMER SERV.
207-775-3431
REPAIR SERVICE
207-775-5498
CALL TOLL-FREE
800-833-2253



FRIENDLY REMINDER: OUR RECORDS SHOW THAT YOU HAVE A PAST DUE BALANCE. THE PAST DUE AMOUNT NEEDS TO REACH OUR OFFICE BY 07/01/97 TO AVOID A LATE CHARGE. IF A PAYMENT HAS BEEN MADE, PLEASE DISREGARD THIS NOTICE.
LOOK FOR YOUR "CONNECTIONS" NEWSLETTER INCLUDED WITH THIS BILL FOR INFORMATION ON OUR ON-TIME GUARANTEES.
ON SATURDAY, JUNE 28TH AT 9PM, NEWLY WBA HEAVYWEIGHT CHAMP EVANDER HOLYFIELD DEFENDS HIS BELT AGAINST FORMER CHAMPION "IRON" MIKE TYSON IN "THE SOUND & THE FURY: HOLYFIELD VS. TYSON II" LIVE FROM VEGAS ON PAY-PER-VIEW CHANNEL 90!

FCC ID #: ME0064, PORTLAND, ASSISTANT CITY MANAGER, 389 CONGRESS ST, PORTLAND, ME, (207) 874-8300

000000423

| FROM | TO | DESCRIPTION | CHARGES / CREDITS |
|---------------------------------------|--------|-------------------------------|-------------------|
| 04/22 | | *** PREVIOUS BALANCE *** | 84.60 |
| 06/01 | 06/30 | MONTHLY SERVICES | 32.73 |
| | | THIS SERVICE CHARGE INCLUDES: | |
| | | (C1) BASIC SERVICE | |
| | | (C1) STANDARD SERVICE | |
| | | (C1,2) WTBS | |
| | | (C1,2) WSBK | |
| 06/01 | 06/30 | STATE SALES TAX | 1.08 |
| 06/01 | 06/30 | FRANCHISE FEE | 1.64 |
| 06/01 | 06/30 | FCC FEE | .09 |
| ACCOUNT NUMBER | | | AMOUNT DUE |
| 6346 | 288923 | 01 | 120.14 |
| ADDRESS AT WHICH SERVICE IS PROVIDED. | | | |
| 142 HIGH ST | | | |
| APT. 219 | | | |
| SERVICE PERIOD | | CLOSING DATE | DUE DATE |
| FROM | TO | | |
| 6/01 | 6/30 | 05/20/97 | ON RECEIPT |

S001

PLEASE KEEP THIS PORTION FOR YOUR RECORDS.

SEE REVERSE SIDE FOR BILLING INSTRUCTIONS

MONEY ORDER RECEIPT - NON NEGOTIABLE

LOAD THIS DIRECTION, THIS SIDE UP

LOAD THIS DIRECTION, THIS SIDE UP

Payable to Time Warner Cable 142 High St 219
Retain this purchaser's copy. It must be included with all refund requests. Be sure to read important information below and on back.
PURCHASE AGREEMENT: You the purchaser agree that Integrated Payment Systems Inc. need not stop payment on, or replace, or refund a lost or stolen Integrated Payment Systems Inc. Money Order unless (1) you fill in the face of the Money Order at the time of purchase, and (2) you report the loss or theft to Integrated Payment Systems Inc. in writing immediately. Issued by Integrated Payment Systems Inc., Englewood, Colorado

0 2 0 9 6 7 1 3 6 9 7



Maine Wireless is pleased to announce a new negotiated arrangement with NYNEX that lowers the cost of landline connections. Effective with this bill, all local landline charges on the home system are now assessed at the rate of only two cents per minute. (Previously, local landline charges were a minimum 11 cents per call.)

We are also pleased to announce that our new transmission cellsite in the Baldwin-Sebago area is now in service. This new site dramatically improves coverage in the Sebago Lake region and is part of our overall expansion program to enhance service to all customers.

Previous Account Activity

| | | | |
|-------------------------------------|---------|-------|-------|
| Balance Forward After Billing | 4/21/97 | 46.02 | |
| Balance Before New Charges..... | | | 46.02 |
| NEW CHARGES | | | |
| CELLULAR SERVICES - Account Summary | | | |
| Monthly Charges | | 28.00 | |
| Calling Charges | | 1.20 | |
| Total Cellular Charges..... | | 29.20 | |
| TAXES - Account Summary | | | |
| Federal Taxes | | 0.88 | |
| State Taxes | | 1.74 | |
| Total Taxes..... | | 2.62 | |
| Total New Charges..... | | | 31.82 |
| TOTAL AMOUNT DUE..... | | | 77.84 |
| New Charges By Number | | | |
| 207-232-1633 MICHELE BRIERE..... | | | 31.82 |

Hand Held Cellular Phone. am/pm usage.

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MONEY ORDER RECEIPT - NON NEGOTIABLE

LOAD THIS DIRECTION, THIS SIDE UP

LOAD THIS DIRECTION, THIS SIDE UP

Payable to: Maine Wireless 232-1633

Retain this purchaser's copy. It must be included with all refund requests. Be sure to read Important Information below and on back.
PURCHASE AGREEMENT: You the purchaser agree that Integrated Payment Systems Inc. need not stop payment on, or replace, or refund a lost or stolen Integrated Payment Systems Inc. Money Order unless (1) you fill in the face of the Money Order at the time of purchase, and (2) you report the loss or theft to Integrated Payment Systems Inc. in writing immediately. Issued by Integrated Payment Systems Inc., Englewood, Colorado

0 2 0 9 6 7 1 3 6 9 9



Maine Wireless is pleased to announce a new negotiated arrangement with NYNEX that lowers the cost of landline connections. Effective with this bill, all local landline charges on the home system are now assessed at the rate of only two cents per minute. (Previously, local landline charges were a minimum 11 cents per call.)

We are also pleased to announce that our new transmission cellsite in the Baldwin-Sebago area is now in service. This new site dramatically improves coverage in the Sebago Lake region and is part of our overall expansion program to enhance service to all customers.

Previous Account Activity

| | | |
|-------------------------------|---------|---------|
| Balance Forward After Billing | 4/21/97 | 368.42 |
| Payment Received on Account | 5/09/97 | -300.00 |
| Credit for Taxi Fares | 5/09/97 | -40.25 |

Balance Before New Charges..... 28.17

NEW CHARGES

CELLULAR SERVICES - Account Summary

| | |
|-----------------------------|--------|
| Monthly Charges | 28.00 |
| Calling Charges | 177.82 |
| Total Cellular Charges..... | 205.82 |

TAXES - Account Summary

| | |
|------------------|-------|
| Federal Taxes | 6.17 |
| State Taxes | 11.84 |
| Roaming Taxes | 0.31 |
| Total Taxes..... | 18.32 |

Total New Charges..... 224.14

TOTAL AMOUNT DUE..... 252.31

New Charges By Number

207-233-7097 MICHELE BRIERE..... 224.14

(New 233 1706

Services 7pm - 7am
(w) Some Day time Services

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MONEY ORDER RECEIPT - NON NEGOTIABLE

LOAD THIS DIRECTION, THIS SIDE UP

LOAD THIS DIRECTION, THIS SIDE UP

1997 04 15 338

Payable to: *Me Wireless* *2331706 CAN*
 Retain this purchaser's copy. It must be included with all refund requests. Be sure to read Important Information below and on back. *CRG Phone*

PURCHASE AGREEMENT: You the purchaser agree that Integrated Payment Systems Inc. need not stop payment on, or replace, or refund a lost or stolen Integrated Payment Systems Inc. Money Order unless (1) you fill in the face of the Money Order at the time of purchase, and (2) you report the loss or theft to Integrated Payment Systems Inc. in writing immediately. Issued by Integrated Payment Systems Inc., Englewood, Colorado

0 2 0 9 6 7 1 3 9 5 7



2. There shall be no payroll function at 444 St. John Street;
3. There shall be no receipts or funds from cab drivers turned in at 444 St. John Street;
4. There shall be no paperwork associated with shift changes at 444 St. John Street. Cab drivers may park their personal vehicles in any area available for public parking, including, but not limited to parking on St. John Street, and may be picked up by a cab at their vehicle. Such activity shall not be considered operating a business at 444 St. John Street. The actual shift change shall occur at Defendants' place of business, which at the date of this Agreement is 142 High Street;
5. There shall be no cab repairs or maintenance at 444 St. John Street; and
6. Defendants may utilize a cab as a personal vehicle, and shall be allowed to park one such vehicle, which need not always be the same vehicle, on the property known as 444 St. John Street, in accordance with § 14-335(1) of the Portland City Code. Such activity shall not be considered operating a business at 444 St. John Street.
7. Cabs are free to come and go from 444 St. John Street for the same purposes as any cab can come and go from any other residential address in the City of Portland.

Such activity shall not be considered operating a business at 444 St. John Street.

CONTEMPT

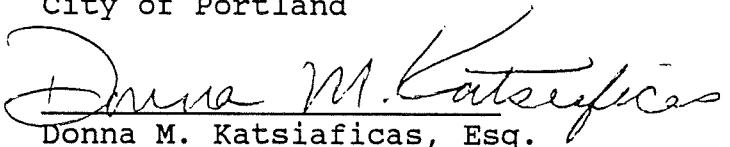
In the event Defendants fail or refuse to comply with any of the terms of this Order, Defendants shall be deemed to be in contempt and shall be liable to the City for a civil penalty of one hundred dollars (\$100.00) per day and for such other and further relief as the Court may deem appropriate.

CONSENT OF PARTIES

Donna M. Katsiaficas, Esq., attorney for City of Portland and Erika Kennedy, Esq., attorney for Defendants, hereby join in submitting this Consent Judgment and Permanent Injunction to the Court.

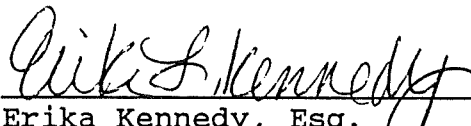
Dated: September 4, 1997

City of Portland


Donna M. Katsiaficas, Esq.
Attorney for Plaintiff

Dated: September 10, 1997

Robert Briere and
Michelle Briere d/b/a
Old Port Taxi


Erika Kennedy, Esq.
Attorney for Defendants

ACTION BY COURT

The foregoing Consent Judgment and Permanent Injunction is hereby approved by the Court.

The Clerk is directed to: (i) incorporate this decision and order by reference pursuant to M.R.Civ.P. 79(a); and (ii) to mail a copy of it to each of the parties. The Defendants copy shall be mailed to:

Erika Kennedy, Esq.
Law Office of Timothy S. Keiter
P.O. Box 7332
Portland, ME 04112

Dated: 9/19/97

Orion Esko
Judge, Ninth District Court

For due consideration received by both parties, CONGRESS PROPERTY MANAGEMENT CORP., a Maine corporation with a principal place of business at 142 High Street, Portland, Maine 04101 (hereinafter called the "Landlord"), hereby leases certain premises described below to Michelle Bruce DAA Ad Port Taxi, having a mailing address of 444 St John Street Portland, Maine 04101 (hereinafter called "Tenant"), and Tenant hereby leases said premises from Landlord, on the following terms and conditions:

1. PREMISES: Suite # 219 (the "Premises") in the building (the "Building") located at 142 High Street, Portland, Maine.
2. TERM: This Lease shall commence on May 01, 1997, and shall end on March 30, 1998.
3. RENT: \$3000.00 per year, payable to Landlord in equal monthly installments of \$250.00 each at the above address without notice or demand on the first day of each month, in advance; without any defense, deduction or setoff whatsoever. The Landlord may assess a late payment fee equal to the greater of Twenty-Five Dollars (\$25.00) or Ten Percent (10%) of the amount due, for each payment not made on or before the date when due. Tenant will be in default immediately if rent is not paid on or before the first day of the month. A \$25.00 fee will be charged on any checks returned for insufficient funds.
1st month rent payable on 05/01/97
4. USE: The Premises shall be used only for purposes of Taxi cab dispatch service which use must be made in accordance with all applicable laws, ordinances, regulations and all other governmental requirements, as well as all rules adopted from time to time by Landlord for the Building. Tenant acknowledges receipt of a copy of the current rules. Tenant covenants that it shall at all times have all necessary permits and approvals, if any, for such use. Tenant shall not do or allow anything in the Premises or the Building that could increase Landlord's fire insurance rates or cause any of Landlord's insurance to be adversely affected, or that would be considered extra-hazardous by insurance companies.
5. UTILITIES: Tenant shall pay for all utilities used by Tenant, including electricity, gas, heat, telephone and cable television. Except as provided by law, interruption of any such services shall not constitute an eviction nor shall it entitle Tenant to any compensation or abatement of rent, but Landlord shall use its best efforts to restore service as promptly as practicable.
6. ASSIGNMENT AND SUBLETTING: Tenant shall not assign this Lease or sublet all or any part of the Premises without the prior written consent of Landlord.
7. ALTERATIONS: Tenant shall make no alterations, decorations, additions, or improvements in or to the Premises without Landlord's prior written consent. In the event of such consent, all of such work shall be at Tenant's sole cost, risk and expense, shall be performed in a good and workmanlike manner, shall be consistent in quality with the existing improvements within the Premises or better, and Tenant agrees to pay for all such work in a timely manner, and not to permit any mechanics' or materialmen's liens on the Premises or the Building in connection with any such work. All interior and exterior signs and lettering, including those on or in windows, doors and partitions, shall be subject to the prior written approval of Landlord. All alterations, improvements, additions, fixtures and materials attached to the Building by either party, including all paneling, partitions, carpeting, floors, storm windows, screens, window shades, curtains, draperies, and electrical, gas, oil or water appliances, shall, at Landlord's option, become the sole property of Landlord, and, at Landlord's option, shall remain in and be surrendered with the Premises, as part thereof, at the end of the lease term. Tenant shall promptly remove any alterations made by Tenant and not desired by Landlord upon expiration or termination of this Lease and Tenant shall promptly, and at Tenant's expense, repair any damage to the Premises resulting from such removal.
8. MAINTENANCE: The Tenant accepts that the Premises are in good and satisfactory order for occupancy and use, and agrees that the Tenant shall make all necessary repairs to, and perform all normal maintenance of, the Premises, shall at all times maintain the Premises (including all fixtures and utility systems located therein, to the extent they serve only the Premises) in like condition and repair as at the beginning of the term hereof, and shall replace all broken glass with glass of like size and quality, reasonable wear and tear only excepted. If the Premises are located on the ground floor, or consist of retail sales space, Tenant shall also at all times keep the sidewalks and curbs in front of the Premises free from snow, ice, dirt, leaves and trash. The Tenant shall at all times maintain the Premises in neat, clean and sanitary condition, save only normal usage.
9. LOSS, DAMAGE TO PERSONALTY: All property of the Tenant or of Tenant's employees, customers and invitees or others in the Premises shall be held at Tenant's sole risk, and Landlord shall not be liable for any loss, damage or destruction of any such property, by fire, theft, or any other cause. Contents insurance shall be the sole responsibility of Tenant. Tenant agrees to hold Landlord harmless from all claims by Tenant or any other person claiming by, through or under Tenant, including but not limited to customers, employees, guests and invitees of Tenant, by way of subrogation or otherwise, arising from the destruction of, loss of or damage to any personal property located in or about the Premises or the Building belonging to Tenant or others, whether or not caused by a condition of the premises. Tenant agrees to care for and maintain in good condition all property of the Landlord contained in the Premises on the date of this Lease, and to return all of Landlord's property to Landlord in good condition upon the expiration or termination of this Lease. Any damage to Landlord's property contained in the Premises or to the Premises shall be the responsibility of the Tenant to repair or replace, reasonable wear and tear only excepted, at Tenant's expense.
10. DAMAGE TO OR DESTRUCTION OF THE PREMISES: If the Premises or the Building shall be so damaged by fire or other cause beyond the control of and without the negligence of Tenant or Tenant's employees, guests, customers or invitees, so as to be wholly untenable, and in the judgment of Landlord the Premises cannot in the exercise of reasonable diligence be rendered tenantable within a period of thirty (30) days from the date of said damage, this Lease shall terminate, the termination to be deemed effective on the day following such damage, but such termination shall not affect the obligations of Tenant existing at the date of termination. If, in the judgment of Landlord, the damage may be repaired within thirty (30) days (whether or not repair is actually completed within such period), this Lease and the term hereunder shall not terminate, and Landlord shall proceed at Landlord's expense to repair such damage, and the rental hereunder shall abate proportionately according to the nature and extent of such damage until such repairs shall have been completed by Landlord.
11. ACCESS TO PREMISES: Tenant shall permit Landlord to erect, use and maintain pipes and conduits in and through the Premises. Landlord and Landlord's agents shall have the right to enter the Premises at reasonable times to examine the same, and to show

and make such decorations, repairs, alterations, improvements or additions as Landlord may deem necessary or desirable, and in any alterations, additions, improvements, decorations, signs, fixtures or other installations not consented to by Landlord in advance and in writing. Landlord shall also have the right of access to the Premises at all times in the event of an emergency or exigent circumstances.

12. **DEFAULT:** If: (i) the Premises shall be abandoned by Tenant; or (ii) Tenant defaults in the payment of any rent or other sum when due hereunder, whether or not demanded; or (iii) Tenant defaults in the performance of any other agreement or covenant to be performed or observed by Tenant under this Lease, or violates any term or condition of this Lease, for ten or more days after Landlord gives to Tenant notice of such default; or (iv) there shall be commenced by or against Tenant any proceeding in bankruptcy; or (v) if Tenant ceases its normal day-to-day business operations in the Premises for a period in excess of ten (10) consecutive business days, or (vi) if Landlord has given Tenant three (3) or more violation or default notices under this Lease within any 12-month period, even if the defaults or violations have been cured within any applicable cure periods, then and in any one or more of such events Landlord may, at Landlord's sole election, terminate this Lease by entry upon the premises or by written notice, and the term hereof shall terminate immediately upon such entry or upon the giving of such notice, and Tenant shall thereupon quit and surrender the Premises to Landlord, and Landlord may, without further notice, re-enter the Premises with or without legal process and dispossess Tenant and remove Tenant's effects without being guilty of any trespass. In case of termination of the term of this Lease for any such cause, Landlord shall be deemed to have waived no rights hereunder, and shall be entitled immediately as of the date of such termination to recover damages, which may include, without limitation, the amount of the total rent remaining due under this Lease for the full term as if the same had not been terminated, which shall become due in its entirety as of the date of any such termination, less any proper credits, and Tenant shall also be immediately liable for any other expenses of Landlord incurred in connection with the retaking of possession of the Premises, the removal and storage of Tenant's effects, the reletting of the Premises and the recovery of damages. Any demand or notice to Tenant under this or any other section of this Lease shall be deemed effective and delivered to Tenant when (i) delivered in hand to the Tenant or to any other person of suitable age and discretion then residing or present in the Premises, or (ii) mailed to Tenant by certified mail, return receipt requested, postage prepaid, addressed to Tenant at the Premises or at an address designated by Tenant in writing to Landlord as the address to which all notices and demands hereunder shall be mailed. Landlord shall be entitled to collect from Tenant all attorney's fees and other costs and expenses incurred by Landlord in connection with the enforcement of any provision or obligation of this Lease.

13. **LANDLORD'S DEFAULT:** Landlord shall not in any circumstances be deemed to be in default under this Lease unless and until such default shall have continued uncured after Tenant has given written notice of such default to Landlord, specifying the nature of such default, for a period of 30 days, or for such longer period of time as may be reasonably necessary to cure the same.

14. **INDEMNIFICATION:** Tenant covenants and agrees to forever indemnify, defend (with counsel acceptable to Landlord) and save harmless the Landlord from all loss, claims, actions, death, injury, destruction and damages of whatever nature arising from any act, omission or negligence of the Tenant, or Tenant's contractors, customers, licensees, agents, employees, guests or invitees, or arising in connection with Tenant's failure to comply with any of Tenant's obligations under this Lease, or arising from any accident, injury, loss or damage whatsoever caused to any person, or to the property of any person occurring during the term hereof (or thereafter if Tenant remains in possession of the Premises) in or about the Premises, or in or about the Building. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities, including attorney's fees, incurred in or in connection with any such claim or proceeding brought thereon and the defense thereof, and shall survive any expiration or termination of this Lease.

15. **INSURANCE:** Tenant shall at all times carry at its own expense, comprehensive public liability insurance on the Premises in the name of and for the benefit of the Tenant and the Landlord and written in such amounts, covering such risks and with such responsible insurance companies as Landlord may from time to time require. The Tenant shall furnish to the Landlord upon request from time to time a certificate of such insurance, indicating that such insurance shall not be modified, canceled or allowed to expire without at least thirty (30) days' prior written notice to the Landlord.

16. **RELOCATION:** The parties hereby agree that the Landlord shall have the right, upon giving Tenant at least thirty (30) days' advance written notice, to relocate the Tenant from the Premises to new premises of comparable size in the Building or in any other building owned or controlled by Landlord or its affiliates in the vicinity of the Building. The Landlord shall be responsible for paying the reasonable costs and expenses of such relocation. In the event that Tenant requests reimbursement for reasonable costs or expenses associated with said relocation and not paid by Landlord, Tenant agrees to furnish to Landlord all invoices evidencing said costs or expenses as a condition of such reimbursement.

17. **LIMITATION OF LIABILITY:** Tenant agrees to look solely to Landlord's interest in the Building for recovery of any judgment from Landlord; it being agreed that Landlord, and any fiduciary, any shareholder, any officer, any partner, or any beneficiary of Landlord, are not personally liable for any such judgment. The provision contained in the foregoing sentence shall not limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or Landlord's successors in interest, or any other action not involving the personal liability of Landlord.

18. **END OF TERM:** Upon the expiration or other termination of the term of this Lease or any extension or renewal thereof, whether by reason of Tenant's default or otherwise, Tenant shall surrender the Premises to Landlord, broom clean, in as good condition as they now are or may later be put into by the Landlord or the Tenant, excepting only ordinary wear and tear, and damage by fire or other inevitable accident not the fault of any occupants of the Premises or their visitors. Tenant shall upon such termination remove all of Tenant's personal property and trash from the premises. In the event of the Tenant's failure to remove any of the Tenant's property from the Premises as required hereunder, Landlord is hereby authorized, without liability to Landlord for loss or damage thereto, and at the sole risk of Tenant, to remove and store any of the property at Tenant's expense, or to retain the same under Landlord's control or to sell at public or private sale, without notice, any or all of the property not so removed and to apply the net proceeds of such sale to the costs of disposing of said property, then to the payment of any sum due hereunder, or to destroy such property, and Tenant shall have no right to any such property or to any proceeds of any such property left in the Premises.

19. **SECURITY DEPOSIT:** Tenant has deposited with Landlord the sum of \$ 500.00 as security for the full, faithful and punctual performance by Tenant of all the terms and conditions of this Lease. If, during the term of this Lease, Landlord uses any portion of such security deposit to fulfill obligations of Tenant hereunder, Tenant will immediately upon demand deposit with Landlord sufficient monies to restore the security deposit held by Landlord to its original amount. Upon termination of this Lease, Landlord shall return the security deposit to Tenant within 30 days after the later of Tenant vacating the premises or the end of the term,

\$500.00 refundable key deposit

Security deposit due 07/03/97

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20. **HOLDOVER:** If the Premises are retained by Tenant with the written consent of Landlord beyond the term of this Lease or any extension or renewal thereof, Tenant shall be considered to be a tenant at will on all of the terms and conditions of this Lease, including the payment of rent. If such holding over is not with Landlord's written consent, no tenancy at will shall be created and the Tenant must vacate the Premises immediately on demand by Landlord.

21. **PROHIBITIONS:** Tenant shall neither do nor permit any of the following without first obtaining the specific written consent of Landlord with respect thereto: (a) keep or allow any pets or animals of any type in, on or about the Premises or the Building; (b) throw any objects inside of the Building or out of any Building windows; (c) install, use or have any wood, kerosene or other stoves or heaters, other than portable electrical heaters which must be safe and properly used at all times; (d) place any nails or screws in any woodwork, or more than a reasonable number of nails in any wall; (e) install, use or have any outside signs (including signs in windows), aerials, window boxes, flagpoles, or other fixtures of any kind visible from outside of the Building; (f) reside or allow any others to reside in the Premises; (g) place, wash or flush any garbage, sanitary napkins, paper towels, disposable diapers, fat or other nonsoluble items or materials in or down any toilets or drains, except for food wastes properly disposed of through a functioning garbage disposal; (h) create or permit any holes in any walls or in any other part of the Building; (i) paint any part of the Premises; (j) interfere, modify or deal with any wiring, electrical or other utility installation in the Building; (k) commit or permit any damage to the Premises or the Building; (l) allow any yard sale or similar sale anywhere on the Building premises; (m) allow trash, discarded items, junk or other refuse to accumulate in the Premises or the Building for more than two (2) days, unless contained in a closed trash container within the Premises; (n) enter into any restricted areas of the Building for any purpose; (o) obstruct in any manner the hallways, entrances, exits, elevators, sidewalks or other common areas of the Building; (p) have any water-filled furniture in the Premises; (q) overload or improperly operate any appliances, electrical outlets, Building utility systems or Building floors, or in any other manner commit waste of the Premises or the Building; or (r) engage in or permit any activity which is loud, disruptive, abusive, unsightly, illegal, disreputable, creates foul odors, causes or constitutes a nuisance, or otherwise disturbs other tenants in the Building. In the event of any violation of any term of this Lease, Landlord shall have the immediate right without waiving the default to cure the same at Tenant's expense, and Tenant shall reimburse Landlord for the cost thereof within 5 days after demand therefor by Landlord.

22. **GENERAL:** This Lease shall inure to and be binding upon the respective heirs, successors and assigns of the parties. This Lease is governed by the laws of the State of Maine. If there is more than one tenant, the word "Tenant" shall include the plural as well as the singular, and the obligations of all tenants hereunder shall be joint and several. The headings in this Lease shall not be taken into account in construing the meaning of the provisions hereof. No waiver by Landlord of any breach of this Lease shall be effective unless it is in writing, and such a waiver shall not be considered to be a waiver of any other breach.

23. **NO REPRESENTATIONS:** Except as otherwise provided by law, Landlord makes no representations as to the condition of the Premises or as to any of the contents thereof, or of any personal property located therein, and the Tenant accepts the same in their present condition, AS IS.

IN WITNESS WHEREOF, the Landlord and Tenant have hereunto set their hands and seals on the 5th day of April, 1997.

CONGRESS PROPERTY MANAGEMENT CORP. (Landlord)

By: [Signature]
Its: Property Manager

X [Signature]
Name:
(Tenant)

Name:
(Tenant)

Guaranty

FOR VALUE RECEIVED, namely the foregoing Lease to Old Post Tapir ("Tenant") the undersigned hereby unconditionally guaranties the full and prompt payment and performance when due of all obligations of said Tenant under the foregoing Lease in accordance with all terms and conditions thereof, and hereby agrees to pay to Landlord any and all costs, damages, expenses, and losses that Landlord may incur or suffer as a direct or indirect result of any default of the Tenant under the foregoing Lease. The Landlord under said Lease shall not be required to pursue or to exhaust its remedies against the Tenant thereunder or against any other guarantor or against any other liable party, but upon nonpayment or nonperformance thereunder may immediately demand and enforce payment and performance from the undersigned pursuant to this guaranty. The undersigned hereby waives recourse to all suretyship and guarantorship defenses generally, hereby meaning to waive any and all matters whatsoever whereby the undersigned as guarantor would or might be released, in whole or in part, from the obligations hereof.

The undersigned agrees to pay all costs of collection and of enforcement of the Lease and of this guaranty, including reasonable attorneys' fees, and further agrees to all the terms and provisions of the Lease guaranteed hereby. This guaranty shall be construed in accordance with, and shall be governed by, the laws of the State of Maine. If more than one person signs this guaranty, the obligations of each of said persons hereunder shall be joint and several.

Dated this 3rd day of April, 1997.

[Signature]
Name:
Guarantor

Name:
Guarantor



2/21/97 ↑ Front windows where
Computer Desk sits

Also NO A



1st Door IN ↘ 2/21/97 ↑ 2nd Door IN
Hallway Hallway

2 Separate Entrances



2/21/97 AS YOU CAN SEE
No Debris on Storage
anywhere



2/21/97 ↑ actual phone ↓
answer/dispatch
center