

NO: 59

**TAXICAB MEDALLION APPLICATION  
AND TAXICAB OPERATOR LICENSE APPLICATION**

Nonrefundable Application Fee \$305.00

Date 11.9.15

FOR CITY CLERK'S OFFICE ONLY

Date Recorded \_\_\_\_\_

Amount Paid \_\_\_\_\_

Medallion # 66

Current Owner Name SOMERVILLE TAXI INC Phone 617 628-8319

Address (Include Zip Code) 29 KNAPP ST SOMERVILLE

Applicant Name William Doucette Phone 617-797-0460

Mailing Address (Include Zip Code) 493 MEDFORD ST. Somerville MA. 02145

Federal Employer Identification Number (Not your social security #): 043398706

If a corporation, name of Corporation SOMERVILLE TAXI INC

If a corporation, name of Majority Shareholder(s) MILDRED F TRIXEIN

Do you hold a valid Somerville Taxi Driver's License? Yes X No

Do you hold a Taxi Driver's License in another city? Yes X No

If yes, in what City/State? \_\_\_\_\_

Do you own a Somerville Taxicab Medallion? Yes X No

Have you ever owned a Somerville Taxicab Medallion? Yes X No

Have you ever owned a Taxi Medallion elsewhere? X Yes        No

If yes, in what City/State? CAMBRIDGE

**ACKNOWLEDGEMENT**

I hereby state that all information provided on this application is true and accurate, and I understand that any information that is found to be false or misleading may result in the forfeiture of this license. I agree that this license will be subject to all of the terms, conditions, and limitations set forth in the Somerville Code of Ordinances, any applicable State and Federal laws, and any conditions prescribed by the City of Somerville. I understand that this license shall not be transferrable, and shall be revocable at any time at the pleasure of the Board of Aldermen. I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all State tax returns and paid all State taxes required under law.

Signature of Applicant: [Signature] Date: 11.9.15

Provide the following information if a bank is financing the purchase:

Name of Bank Norfolk

Federal Employer Identification Number \_\_\_\_\_

Provide the following information if a corporation is financing the purchase:

Name of Corporation \_\_\_\_\_

Federal Employer Identification Number \_\_\_\_\_

Name of Majority Shareholder(s) \_\_\_\_\_

Provide the following information if an individual is financing the purchase:

Name of Individual \_\_\_\_\_

Address (Include Zip Code) \_\_\_\_\_

Describe any other financing: NONE

Medallion # 666

Include with this Application the following documents:

- The attached Certificate of Good Standing.
- A copy of an executed Purchase and Sale Agreement.
- If Applicant is a corporation, a copy of the Articles of Incorporation and a Certificate of Corporate Authority.
- NOTE: If the Application is approved, forward to the City Clerk a copy of a valid Registration for the vehicle, upon issuance by the Registry of Motor Vehicles.

#### TAXI BUREAU RECOMMENDATION:

The Somerville Taxi Bureau recommends that the application be: ☒ Approved ☐ Denied

Signature [Signature]

Date 11-20-15

Print name John Goble

Title Sgt

## STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT, entered into as of November 13, 2015 (the "Agreement"), by and among William Doucette. ("Purchaser"), of 325 Alewife Brook Parkway, Somerville, MA, and Mildred F. Teixeira ("Seller") the holder, Somerville Taxi, Inc. (the "Company") of all the then issued and outstanding capital stock of the Company as set forth in Schedule 1.1 hereto (collectively, "Sellers").

### WITNESSETH:

WHEREAS, Sellers are, and will be as of the Closing Date, the holders of all of the issued and outstanding capital stock of the Company and desire to sell such stock to Purchaser, and

WHEREAS, Purchaser desires to acquire such stock from Sellers.

NOW, THEREFORE, IN CONSIDERATION OF the foregoing and the mutual promises herein set forth, and subject to the terms and conditions hereof, the parties agree as follows:

### 1. PURCHASE AND SALE OF SHARES

1.1 Shares Sold and Acquired. Subject to the terms and conditions set forth in this Agreement, at the Closing (as defined in Section 4), Sellers will sell, transfer and deliver to Purchaser, and Purchaser will purchase, acquire and accept from Sellers, in accordance with Schedule 1.1, an aggregate of ALL shares of common stock of the Company, par value \$-00- per share, which shall then constitute all of the issued and outstanding capital stock of the Company (the "Shares"). Each share certificate representing the Shares so delivered shall be duly endorsed by the holder thereof in blank for transfer or accompanied by a stock power duly executed by such holder, assigning the Shares held by such holder in blank.

1.2 Consideration. Purchaser shall, in accordance with Schedule 1.1, deliver to Sellers as consideration for the sale, transfer and delivery to Purchaser of the Shares, wire transfers or certified bank checks in Boston Clearing House Funds aggregating six thousand dollars (\$6,000.00).

### 2. REPRESENTATIONS AND WARRANTIES OF SELLERS

In order to induce Purchaser to enter into this Agreement, each Seller represents and warrants to Purchaser as set forth below, which representations and warranties are acknowledged by such Seller as material and as being relied upon by Purchaser:

2.1 Organization of the Company. The Company is a corporation duly organized, validly existing and in good standing under the laws of the state of its organization and has full power and authority to own, lease and operate its properties and to carry on its business as now being and as heretofore conducted. The Company is duly qualified to transact business and is in good standing in all jurisdictions necessary to the conduct of its business, and such jurisdictions are set forth in Schedule 2.1. The Company has duly obtained all permits, licenses, approvals and zoning permits, exceptions and waivers under all applicable state, federal and local laws, regulations, ordinances or orders of public authorities, or otherwise, that are material to the conduct of its business in the places and in the manner currently conducted.

2.2 Capitalization of the Company. As of the date hereof, the authorized capitalization of the Company consists of shares of common stock, par value \$-00- per share ("Common Stock"), and the Company has issued and outstanding ALL shares of Common Stock. All such outstanding

shares of the Company are duly and validly authorized, issued and outstanding, fully paid and nonassessable and were issued in full compliance with all federal, state and local laws, rules, regulations and ordinances. No other class of capital stock of the Company is authorized, issued or outstanding. All of the outstanding shares of Common Stock of the Company are owned of record by Sellers.

2.3 Authority. This Agreement has been duly authorized, executed and delivered by each of the Company and Sellers, and each of the Company and Sellers has the right, power, authority and legal capacity to enter into and perform the obligations to be performed by it or her under this Agreement.

2.4 Ownership of the Shares. Sellers are the owners, beneficially and of record, of the Shares, which constitute all of the issued and outstanding capital stock of the Company.

2.5 Compliance with Laws. The Company is not in violation of any Orders applicable to it.

2.6 Actions and Proceedings. Except as listed in Schedule \_\_, there are no suits, actions, claims or legal, administrative or arbitration proceedings or investigations (collectively, "Actions") (whether or not the defense thereof or liabilities in respect thereof are covered by policies of insurance) pending or, to the best knowledge of Sellers, threatened, against, involving or affecting the Company or, to the best knowledge of Sellers, any employee of the Company, or any of the Company's assets, which, individually or in the aggregate, might have a material adverse effect on the transactions contemplated hereby or upon the assets, business, operations or condition (financial or otherwise) or, in the reasonable business judgment of Sellers, prospects of the Company, and there are no outstanding Orders against, or, to the best knowledge of Sellers, involving or materially affecting, the Company (exclusive of any statute or regulation of general applicability).

2.7 Equipment, Inventory and Other Tangible Property. The Company has good and marketable title to each item of equipment, inventory, machinery, vehicle, working stock, structure, fixture of other tangible personal property that the Company owns as reflected on its books and records (including those described in the Current Financial Statements or acquired after the date thereof, other than inventories or other personal property sold or otherwise disposed of in the ordinary and usual course of business subsequent to the date thereof) free and clear of all liens, charges, pledges or encumbrances of any kind (collectively, "Liens").

2.8 Trade Names, Trademarks, Service Marks and Copyrights. All trade and fictitious business names, brand names, trademarks, service marks, franchises and copyrights (collectively, "Rights") used by the Company that are material to its business.

### **3. CONDITIONS PRECEDENT TO PURCHASER'S PERFORMANCE**

Purchaser's obligations under this Agreement are subject to the satisfaction, at or before the Closing, of the transfer of the City of Somerville Taxi license.

### **4. THE CLOSING**


The Closing Date and Place. The transfer and delivery of the Shares by Sellers and the delivery of the consideration by Purchaser (the "Closing") shall take place at the office of James K. Ferraro at 10:00 a.m. , within five (5) business days after receiving the approval from the City of Somerville for the transfer of the taxi license or at such other time and place as the parties may agree to in writing (the "Closing Date").

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

PURCHASER:

  
\_\_\_\_\_  
William Doucette

SELLER:

  
\_\_\_\_\_  
Mildred F. Teixeira

## STATEMENT OF CORPORATE AUTHORITY

I, MILDRED F. TEIXEIRA, Clerk of  
Name of Clerk or Secretary  
SOMEVILLE TAXI INC hereby certify that,  
Name of Corporation  
at a meeting of the Board of Directors of said Corporation duly held on the 08<sup>TH</sup> day of  
Date  
NOVEMBER, 2015, at which a quorum was present and voting throughout, the following  
Month Year  
vote was duly passed and is now in full force and effect:

VOTED: That WILLIAM DONCETTE be and  
Name of Officer authorized to sign for the Corporation  
hereby is authorized, directed and empowered, in the name and on behalf of this Corporation, to  
sign, seal with the corporate seal, execute, acknowledge and deliver all contracts, bonds and  
other obligations of the Corporation, the execution of any such contract, bond or obligation by  
such WILLIAM DONCETTE to be valid  
Name of Officer authorized to sign for the Corporation  
and binding upon this Corporation for all purposes. This vote remains in full force and effect,  
and has not been altered, amended or revoked by a subsequent vote of such directors.

I further certify that WILLIAM DONCETTE  
Name of Officer authorized to sign for the Corporation  
is the duly elected PRESIDENT of said Corporation.  
Title

Signed Mildred F. Teixeira  
Clerk or Secretary

Place of Business 29 KNAPP ST. SOMEVILLE

Date 11-9-15

AFFIX CORPORATE SEAL HERE

In the event that the Clerk or Secretary is the same person as the Officer authorized to sign that contract, bond or other instrument for the Corporation, this certificate must be countersigned by another Officer of the Corporation:

Countersigned Mildred F. Teixeira

Name & Title of Countersigning Officer \_\_\_\_\_





City of Somerville, Massachusetts  
Finance Department, Treasury Division

**CERTIFICATE OF GOOD STANDING**

Exact name of taxpayer/applicant's business: William Devette  
Address of taxpayer/applicant's business in Somerville: 325 ALDWIFE Brook Pkwy  
Address of taxpayer/applicant's home in Somerville: 493 MEDFORD ST  
Taxpayer/applicant's phone: day: 617-666-9800 evening: 617-797-0460

I, (print name) William Devette, the undersigned Taxpayer, do hereby certify that all the information contained herein is true and correct and all taxes and fees due the City have been paid or that the Taxpayer has entered into an agreement to pay all taxes and fees and is current on said agreement.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY, this 9 day of Nov, 20 15. [Signature]  
(Taxpayer's signature)

**CITY'S ACKNOWLEDGEMENT**

DATE OF ISSUANCE: \_\_\_\_\_ INCLUDES RELEVANT POSTINGS THROUGH: \_\_\_\_\_

**TAXES AND ACCOUNT NUMBER(S) INCLUDED IN CERTIFICATE:**

☐ Real Estate ☐ Water/Sewer ☐ Personal Property ☐ Other: \_\_\_\_\_

# 324 # 343012001 # \_\_\_\_\_ # \_\_\_\_\_

**NOTES:**

CLERK'S INITIALS: UB

ORIGINAL STAMP:



[Signature]  
11-9-15