

# NOTA Trolley Agreement

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Applicant: Oxford DDA and Lake Orion DDA

Telephone Number: 248-408-2795

Email: dda@thevillageofoxford.org

Date of Trip Request: \_\_\_\_\_ M T W TH FR SA SU

If recurring dates please explain: reoccurring every Thursday and Saturday in feb and March as a pilot program

Billing Contact Person: Kelly Westbrook

Billing Address: 22 W Burdick Street  
Oxford, MI 48371

First pick up time: 4pm- Feb 10th

Final drop off time: March 31<sup>st</sup> - 9pm

**ITINERARY:**

Location (1): PICK UP or DROP OFF -  See Map  
Attached \_\_\_\_\_

Location (2): PICK UP or DROP OFF -  \_\_\_\_\_

Location (3): PICK UP or DROP OFF -  \_\_\_\_\_

Location (4): PICK UP or DROP OFF -  \_\_\_\_\_

Other Information for driver: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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If there are any changes, notify dispatch (248) 693-7100 ASAP. Trips can be cancelled up to the day of the event without penalty. However, if you cancel a scheduled trip on the same day, you will still be responsible for a \$50 cancellation fee.

## Terms and Conditions of the Applicant renting the trolley:

Charges will be billed after the event and will include the following costs:

- 1) Driver wages of \$27/hour including time from pre inspection of trolley to post inspection at the NOTA facility.
- 2) Mileage billed at \$.58/mile
- 3) Cost of insurance prorated based on \$220/month

Other charges will be billed if necessary, including:

- ~~3~~4) Repairs and maintenance of the trolley as needed
- ~~4~~5) Incidental costs such as legal fees to set up original agreement
- ~~5~~6) Masks if required by Federal, State, or Local Authorities
- ~~6~~7) Cleaning surcharge for damage to interior or exterior of trolley

NOTA will be held harmless and not liable for any costs related to the trolley. The contract can be cancelled by either party (subject to same-day cancellation fee). If NOTA rents the trolley to other parties, the fixed costs will be prorated between parties.

Full payment is due within 10 business days of billing to NOTA, 675 S Glaspie Street, Suite A, Oxford, MI 48371

Terms and conditions are created for the safety of passengers and others.

- 1) Termination – The driver reserves the right to terminate any transportation service and ask a customer to exit the trolley should the driver deem that the customers are putting the driver, trolley or customers in any danger of injury or damage or is not complying with any rules or instructions established by the driver or NOTA.
- 2) Driver can refuse to allow customers to board or ask customers to exit if they are intoxicated or unruly.
- 3) No smoking, no vaping, no open containers of alcohol or ~~or~~ other beverage on the vehicle and no food consumption on the vehicle.
- 4) To the fullest extent permitted by law, Applicant shall indemnify and hold NOTA harmless from any claim, liability, damages, loss or expense brought by any person for bodily or personal injury or property loss or damage in connection with the event.
- 5) Illegal substances/materials are prohibited.
- 6) Lost or stolen items – NOTA is not responsible for items that are lost, stolen, damaged, forgotten belongings on the vehicle or the disposal of the same.

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7) Uncontrolled instances – NOTA is not responsible for acts of God and/or circumstances that are beyond our control, including, but not limited to traffic congestion, road closures, accidents, weather delays, mechanical problems/breakdowns, etc.

7)8) All special event trips must stay within the metro Detroit area (Oakland, Macomb, Wayne, Livingston and Washtenaw Counties) but they can go outside of our normal service areas.

9) The wheelchair lift may not be operational.

## Contract Between NOTA and SMART

NOTA and SMART have an agreement for NOTA to operate the trolley. The trolley can be kept at the NOTA's offices for as long as both parties are interested in maintaining it. While NOTA maintains custody of the trolley, all parties using the trolley must abide by the contract. Please see below for some important terms within that contract. A complete copy of the contract between NOTA and SMART is attached.

SMART shall provide for NOTA's use, one (1) Vehicle:

•#501 - 1997 Chance 29' Trolley, VIN# 1C9S2HASIVW535063 (Hereinafter "Vehicle")

NOTA shall undertake and carry out the public transportation services of the project, and any activities directly connected with the performance of the project, in accordance with the terms of their Agreement with SMART.

NOTA agrees to provide management of all facets of the project, project assets and any staff (e.g. driver(s)), necessary for the efficient and safe operation of the transportation services provided. NOTA shall accommodate reasonable requests by SMART to operate the project under policies, standards and procedures set by SMART which enhance the efficient and safe operations and/or are required by rules, regulations or statute. The Vehicle shall be operated to serve the best interest and welfare of the public.

SMART provides its Vehicle in an "as is" condition, without warranties of any kind, express or implied from SMART. SMART may from time to time reassign equipment and retains the sole right to determine the style, color, location, etc. of all painting, logos, and lettering to be applied. Title to the Vehicle shall at all times remain with SMART.

Based upon the size of this vehicle, any NOTA drivers operating it must have a Commercial Driver's License (CDL).

NOTA shall maintain the Vehicle in good working condition, unless it is mutually determined that specific items are no longer feasible to maintain. NOTA shall maintain the Vehicle at a high level of cleanliness, safety, and mechanical soundness under maintenance procedures outlined by SMART.

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NOTA may choose whether to allow advertising on the Trolley it operates pursuant to this Agreement. If they so choose such participation must be approved by and according to the policies and procedures of, SMART and, if applicable, any company contracted to do such work. NOTA shall receive all net revenue received as a result of this advertising. If NOTA desires to permit such advertising pursuant to the provision, they should contact SMART's Manager of Marketing or the appropriate SMART Oakland County Ombudsperson.

I have read the NOTA Trolley Agreement and I agree to comply and abide by the Terms and Conditions of this agreement. I understand that I am responsible to pay for this contract in full after the event. Billing will be done monthly at the latest and the invoice should be paid in full within 10 days. I understand I will be responsible for other incidental charges as necessary.

Applicant Company Name: The Oxford and Lake Orion DDA

Signature: \_\_\_\_\_

Printed Name: Kelly Westbrook

Date: 2-4-22

\_\_\_\_\_



Signature: \_\_\_\_\_

Printed Name: Molly LaLone

Date: 2/4/2022

## Great Lakes Leveling

2854 Hasler lk rd  
Lapeer, MI 48446 US  
accounting@greatlakesleveling.com  
<https://www.greatlakesleveling.com/>



## Estimate

ADDRESS  
Kelly Westbrook  
Kelly Westbrook  
22 W. Burdick Street  
Oxford 48371 USA

ESTIMATE 1167  
DATE 04/14/2022

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
04/14/2022	Concrete Leveling	Quad 2 sidewalk leveling	1	4,625.00	4,625.00

Estimate provided is for adjusting all the uneven and settled portions of sidewalk and stabilizing the subgrade to prevent future settling throughout Quadrant 2 area in back of buildings.

Estimate is based off of an initial assessment of individual sections that I feel need correcting.

\*This does not cover the areas marked for tear out and replace.\*

For this estimate, I averaged the size of individual slabs to 18 sq ft and set them for our flat rate pricing at \$125/section for quantities of 30-50 sections in a single work order. If included into Quad 1 order I will adjust pricing to \$3,700.

As I was advised on site, some sections may be the responsibility of individual business owners. Because I am not fully aware of where the border may fall we can adjust the total number of sections in either direction after walk through and correct the invoice to reflect.

TOTAL

**\$4,625.00**

Accepted By

Accepted Date

## Great Lakes Leveling

2854 Hasler lk rd  
Lapeer, MI 48446 US  
accounting@greatlakesleveling.com  
<https://www.greatlakesleveling.com/>



## Estimate

### ADDRESS

Kelly Westbrook  
Kelly Westbrook  
22 W. Burdick Street  
Oxford 48371 USA

ESTIMATE 1139  
DATE 04/10/2022  
EXPIRATION DATE 05/10/2022

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Sidewalk Sections 50+	Flat Rate Sidewalk Sections	70	100.00	7,000.00
	Travel/Set up/Admin		1	200.00	200.00

TOTAL

**\$7,200.00**

Estimate provided is for adjusting all the uneven and settled portions of sidewalk and stabilizing the subgrade to prevent future settling throughout Quadrant 1 area in back of buildings.

Estimate is based off of an initial assessment of 70 individual sections that need correcting.

\*This does not cover the areas marked for tear out and replace.\*

I will provide that information in a separate estimate at a later time.

For this estimate, I averaged the size of individual slabs to 18 sq ft and set them for our flat rate pricing at \$100/section for quantities of 50 or more sections in a single work order.

As I was advised on site, some sections may be the responsibility of individual business owners. Because I am not fully aware of where the border may fall we can adjust the total of 70 sections in either direction after walk through and correct the invoice to reflect.

Accepted By

Accepted Date

# Receipt

No. 4728

## Excel Cleaning Bros. Inc.

75 N Washington St.  
 Oxford, MI 48371  
 (248) 897-1125 Office  
 ExcelCleaningBros.com  
 service@excelcleaningbros.com



### Bill To:

Oxford DDA - 1664  
 Ms. Kelly Westbrook - DDA Director  
 22 West Burdick Street  
 Oxford, MI 48371  
[dda@thevillageofoxford.org](mailto:dda@thevillageofoxford.org)  
 248-628-9941 Business

Job Date	Time	Description	Qty	Each	Amount
Nov 18, 2022	8:00am to 3:00pm	<p>Christmas Lights: Warm White Lights            5mm lights on light poles along M-24            1 strand per pole.            Price is \$39 per pole, about 93 poles            Includes extra water tightness applications            to help with the GFCI Plugs on the new            poles</p>	1	\$3,627.00	\$3,627.00
Nov 29, 2022	8:30am to 3:30pm	<p>Christmas Lights- Tree: Switch to warm            white color:            C9 sized LED Christmas lights installed on            Oxford's main Christmas tree in Centennial            Park. Spaced about 18 inches apart on            whole tree.</p> <ul style="list-style-type: none"> <li>• Twinkle lights scattered              throughout tree</li> <li>• 12 inch icicle drop lights scattered              throughout tree</li> <li>• 24 inch Spritzers scattered              throughout tree, heavier on park              and m-24 sides of tree (about 24              different ones)</li> <li>• trunk wrap with mini lights, very              close spacing, from ground up to              where branches hang</li> </ul> <p>(reflects discounted price)</p> <p><b>Additional Details:</b> Prices include use of</p>	1	\$4,155.00	\$4,155.00

<b>Job Date</b>	<b>Time</b>	<b>Description</b>	<b>Qty</b>	<b>Each</b>	<b>Amount</b>
		lights and materials for the season, installation, and removal in January.			

**Service Person(s):** Jared Ross, Jacob Wenzlick,  
and Carlos Lopez

<b>Total</b>	\$7,782.00
<b>Paid</b> (Check #63035) (Dec 20, 2022)	\$7,782.00
<b>Balance Due</b>	\$0.00

**Thank you for your Business!**