



**Ogunquit Select Board Workshop
Dunaway Community Center**

**Tuesday, February 27, 2018
5:00 p.m.**

Agenda

Welcome

1. Committee Interviews - Board of Assessment Review

Applicant for alternate member

- *Kirk Lavoie*

2. Discussion of Trolley Service

- A. Ogunquit Trolley Company
- B. Molly Corporation

3. Select Board Calendar (March-May)

Adjourn

Upcoming Meetings:

- Feb. 28: Budget Review Committee at 8:00 a.m.
- March 6: Select Board Workshop and Meeting
- March 13: Select Board Workshop re: Budget
- March 20: Select Board Workshop and Meeting



COMMITTEE
INTERVIEWS

Received in the
Town Clerk's Office
on 1/25/18
at 8 am

TOWN OF OGUNQUIT, MAINE
TOWN CLERK'S OFFICE

Rec. by J.A. Deputy
Town Clerk

23 School Street, PO Box 2122, Ogunquit, Maine 03907
Telephone: (207) 646-9546 Fax: (207) 646-5920

APPLICATION FOR APPOINTMENT TO TOWN BOARDS

New Re-Appointment Appointment from Alternate to Full Member

PLEASE ANSWER ALL QUESTIONS ON THE FORM

NAME: Kirk Lavoie
RESIDENCE: 11 Glen Ave Ogunquit, ME 03907
MAILING (if different): PO Box 1999 Ogunquit, ME 03907
E-MAIL ADDRESS: klavoie@ogunquitmaine.com PHONE: _____

Please check your choices and list in order or priority by marking 1, 2, 3, etc.

- | | |
|--|--|
| <input type="checkbox"/> Bike-Pedestrian Committee | <input type="checkbox"/> Parks & Recreation Committee |
| <input checked="" type="checkbox"/> Board of Assessment Review | <input type="checkbox"/> Performing Arts Committee |
| <input type="checkbox"/> Comprehensive Plan | <input type="checkbox"/> Planning Board |
| <input type="checkbox"/> Conservation Commission | <input type="checkbox"/> Recycling Committee |
| <input type="checkbox"/> Harbor Committee | <input type="checkbox"/> Shellfish Conservation Commission |
| <input type="checkbox"/> Heritage Museum Committee | <input type="checkbox"/> Zoning Board of Appeals |
| <input type="checkbox"/> Historic Preservation Committee | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Marginal Way Committee | <input type="checkbox"/> Other _____ |

RELATED EXPERIENCE (Including other Boards/Commissions) Currently serving on the comprehensive planning
the assessment.
the assessment.

I am a: (check those that apply)

Year- Round Resident Summer Resident Ogunquit Property Owner
 Registered to Vote in Ogunquit

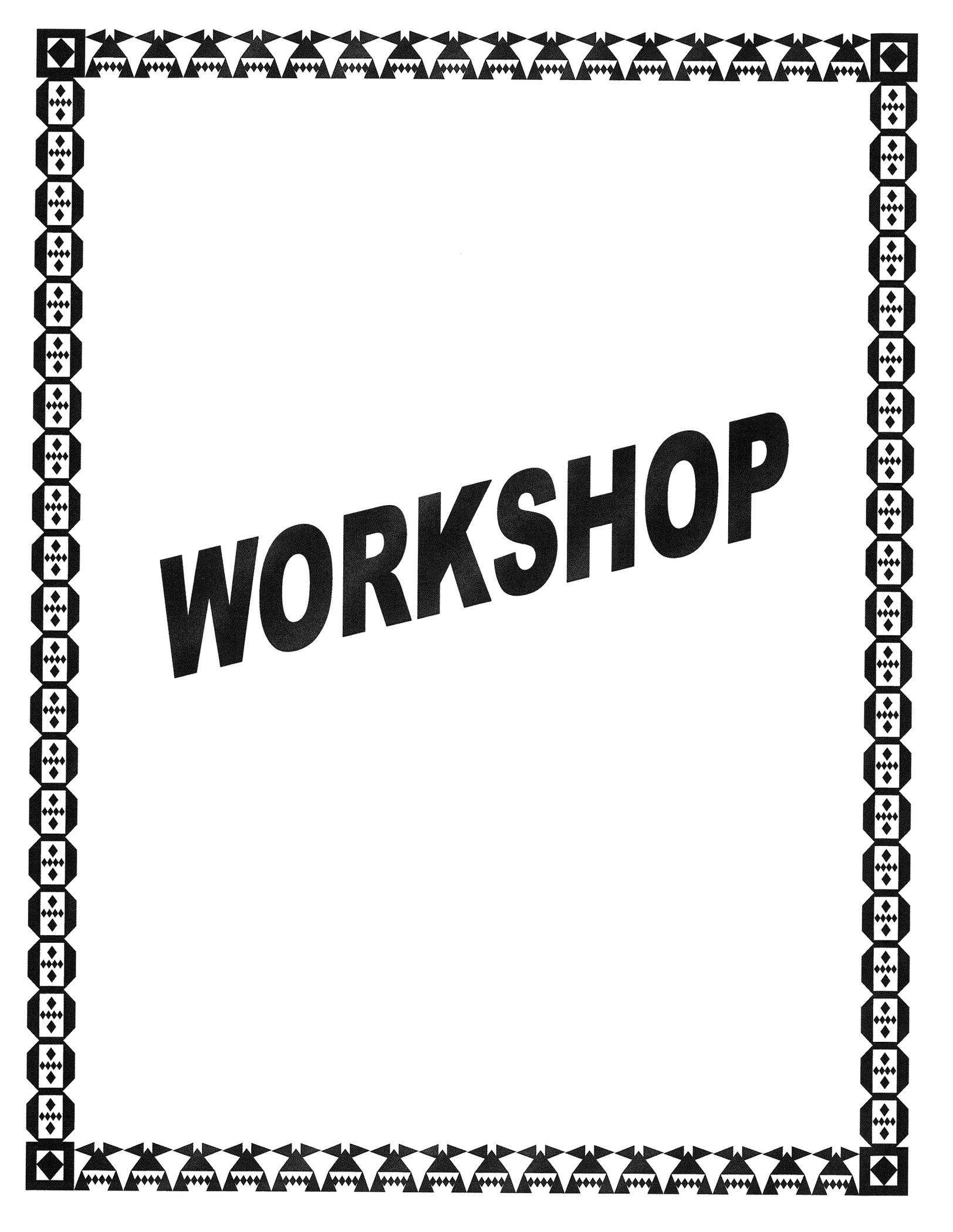
PLEASE SPECIFY REASON FOR APPLICATION TO THIS BOARD: Continue to be involved in the town. Provide for
staffed board so that applicants can have their review. Learn more about the assessment and review process.

Please Circle

I have circled have not attended at least two (2) meetings of the Board for which application is being made. I agree to attend all meetings, except in case of sickness or emergency, and will advise the Chairperson when I am unable to attend, if appointed.

[Signature]
Signature of Applicant

1/20/18
Date



WORKSHOP

TROLLEY TRANSPORTATION AGREEMENT

This Agreement is made this 31st day of July, 2015, by and between the **TOWN OF OGUNQUIT**, a municipal corporation, located in the Town of Ogunquit, State of Maine (hereinafter the "**Town**"), and **OGUNQUIT TROLLEY CO.**, a corporation organized under the laws of the State of Maine and located in Ogunquit, Maine, (hereinafter the "**Corporation**").

WITNESSED

WHEREAS, no trolley may operate for-hire over the roadways in the **Town** without a contract or license entered, or issued, by the Town of Ogunquit; and

WHEREAS, the **Town** is a municipal corporation empowered under 30-A MRSA 3501 *et seq.*, and the Ogunquit Municipal Code to provide mass transportation services within the geographic boundaries of the town; and

WHEREAS, the **Town** experiences a rise in the number of inhabitants, tourists and pedestrian and vehicular traffic between May and October of each year; and

WHEREAS, the **Town** desires, in the interest of the health, safety, comfort and convenience of the inhabitants and tourists of the **Town**, to provide seasonal Trolley Transportation (as hereafter defined) in the town as a means of mass transportation; and

WHEREAS, the **Corporation** is a corporation providing Trolley Transportation and has represented to the **Town** that it is competent and experienced in providing Trolley Transportation to municipalities such as the **Town**; and

WHEREAS, the **Town** and the **Corporation** desire to enter into an agreement in which the **Town** will contract exclusively with the **Corporation** for Trolley Transportation services for the duration of this Agreement unless otherwise provided in this Agreement, and the **Corporation** agrees to provide the same in accordance with the provisions hereof and to make the payment provided for herein.

NOW, THEREFORE, in consideration of the foregoing provisions and the mutual promises below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, it is agreed as follows:

DEFINITIONS

"**Fixed Routes**" means routes of travel by Trolley Transportation, which are specifically identified in the Municipal Code, Title 9, Chapter 10, as amended from time to time.

"**Trolley**" means a motorized vehicle designed for the transportation of at least 34 passengers that is designed to be as similar as practicable in appearance to a wheeled carriage substantially similar to the type depicted in *Attachment A* and that meets the specifications set forth in *Attachment A*.

"Trolley Transportation" means the provision of transportation of passengers by Trolley on a regular basis to any destination in Ogunquit.

ARTICLE 1: RELATIONS OF THE PARTIES

1.1 Exclusive Contract

Subject to the provisions and conditions set forth herein and unless this Agreement is terminated in accordance with its terms, the **Town** shall contract exclusively with the **Corporation** for provision of Trolley Transportation during the term of this Agreement as authorized in 30-A MRSA 3501, et seq. The **Corporation** shall be the only Trolley Transportation service permitted in the Town of Ogunquit, and shall be the only vehicles, whether trolley, livery, or otherwise, allowed to park or stop within 50 feet on either side of any other trolley stops. Notwithstanding the foregoing, if: (a) the **Corporation** for any reason is unable to provide Trolley Transportation in a manner and within a time period which will meet the needs of the **Town**; (b) at any time the **Corporation** is in breach of its obligations hereunder, subject to the default and notice provisions in Article 6 below; (c) if the Corporation fails to hire only drivers who have a valid CDL, plus S endorsement; then the **Town** shall be relieved from this exclusivity provision, and may in its sole and absolute discretion provide for Trolley Transportation service by any other method or mechanism.

1.2 Independent Contractor Status

The **Corporation** shall provide the Trolley Transportation services as an Independent Contractor, and the **Corporation** shall require its employees to conform to the terms set forth in this Agreement. Except as otherwise explicitly set forth herein, the **Corporation** shall not be under the direction or supervision of the **Town** in the performance of its and their duties, and the **Corporation's** employees shall in no event be under **Town** supervision or direction. **Corporation** shall pay and/or withhold Federal and State taxes and any and all other employment-related compensation, coverages, or withholdings, both with respect to employees of individuals with whom it employs or contracts under separate agreement. **Corporation** at all times shall be responsible for the negligence of its employees in the provision of Trolley Transportation in the town.

ARTICLE 2: PROVISION OF SERVICES

2.1 Trolley Transportation

Corporation agrees to provide high quality, professional Trolley Transportation services (as further described below) to the public seeking such accommodation and recreation within the Town of Ogunquit during the seasonal periods specified below for the term set forth in Article 6 below (the "Term"),

2.2 Service

Corporation shall provide Trolley Transportation at the following hours, and the

number of trolleys to be running simultaneously, at minimum, shall be in accordance with the following schedule:

Dates		Time Periods	Target Number of Trolleys in Operation	Minimum Number of Trolleys in Operation
Memorial Day – Weekends in June	Mon-Sat	9:00AM – 8:00PM	4	2
	Sunday	9:00 AM – 5:00 PM		
Last Week in June – Labor Day	Daily	8:00AM – 11:00PM	8	6
Post-Labor Day – Columbus Day	Mon-Sat	9:00AM – 8:00PM	4	2
	Sunday	9:00 AM – 5:00 PM		

Effective with execution of the Agreement, a minimum of one trolley, handicapped accessible in accordance with the provisions of the Federal Americans with Disabilities Act and any other applicable federal or state laws, shall be in service at all times. During peak season (Last Week in June—Labor Day) at least 2 handicapped accessible trolleys shall be simultaneously operated.

Corporation shall cause such Trolleys to traverse, at regularly scheduled intervals, the Fixed Routes within the Town of Ogunquit that may be specified from time to time by the **Town** pursuant to Section 2.4 below.

Service hours may be extended and number of trolleys in operation increased by the **Corporation**, in its discretion, so long as any extended hours is consistently maintained throughout the applicable season. Maximum hours of Trolley Transportation, however, shall not exceed 7:00 A.M. to 12 midnight. Within these times, **Corporation** has the discretion to increase or decrease the number of trolleys in service, for, among other reasons, inclement weather or dangerous driving conditions. Nonetheless, the **Corporation** shall not reduce the number of trolleys below the minimums established above without notice provided to a designated **Town** representative, which shall for 2015 be the President of the Ogunquit Chamber of Commerce. For the avoidance of doubt, it is the intent that final discretion shall rest in the **Corporation**, but the **Corporation** shall both seek input from the Chamber of Commerce, and give notice to the Chamber in the event that trolley numbers are reduced. It is the intent of the **Corporation** to maintain as many trolleys on the road as feasible during the operating season.

2.3 Trolley Standards

Corporation agrees that during the term, each Trolley shall be clean, neat, properly maintained and in good repair, mechanical condition and appearance and shall meet all federal and state laws and regulations, and inspection and safety requirements (including, but not limited to, all provisions of 29-A MRSA 1, et seq., and all applicable U.S.

Occupational Health and Safety Administration and Americans with Disabilities Act and Maine Human Rights Act requirements) and any other local applicable state and federal standards. Each Trolley shall meet the specifications similar to those set forth in the definition of Trolley above. **Corporation** agrees to provide and keep available during the term of this Agreement all equipment necessary to fulfill its obligations under this Agreement.

2.4 Routes

Corporation, shall provide Trolley Transportation along all Fixed Routes established by the Town of Ogunquit Select Board and as detailed in the Ogunquit Municipal Code, Title 9, Chapter 10, as amended from time to time. Furthermore, the **Town** shall identify all stopping points for the pick-up and drop-off of passengers as noted in the Ogunquit Municipal Code, Title 9, Chapter 10, as amended from time to time. It shall be a violation of this Agreement for the **Corporation** to operate Trolley Transportation on any route in the Town of Ogunquit not specifically delineated by the **Town** or to stop a Trolley for pick-up or drop-off in any area not specifically and previously designated by the **Town**. Refusal or failure to provide Trolley Transportation upon all identified Fixed Routes, or to pick up or drop off passengers at non-established stops shall constitute a breach of this Agreement.

The **Corporation** understands and agrees that changes in Fixed Routes may be made by the Select Board following a public hearing of the Town of Ogunquit and that the **Corporation** must provide service on such Routes in compliance with the terms of this Agreement as though such Routes had been designated in the Municipal Code as of the effective date of this Agreement.

Provided, however, anything in this section 2.4 to the contrary notwithstanding, whenever a Route requirement of the **Town** shall in the opinion of the **Corporation** be unsafe or hazardous to the public or shall cause the **Corporation's** insurance coverage to be adversely affected, the **Corporation** shall have the option of referring such safety considerations to the Bureau of State Police for determination of the safety of such proposed Route, the determination shall be binding on the **Town** and the **Corporation**.

The **Corporation** may make stops outside the Town of Ogunquit, subject to the following conditions: (i) Any Trolley which is full shall hang a sign conspicuously indicating it is a "CHARTER," or like designation, in order to avoid confusion of people waiting to board the trolley in the Town of Ogunquit, provided, however, that if the Trolley is not at capacity, it shall make its ordinary stops within Ogunquit until it reaches capacity; (ii) the Corporation shall pay an impact fee of \$3,000 each year during the Original Term (as defined below).

2.5 Fares

For the term of this Agreement, the **Town** has determined and the **Corporation** has agreed that the fare charged by **Corporation** for a regular passenger ticket shall be \$2.00. The fares charged by **Corporation** for Trolley Transportation shall not be

changed without the advance and express approval of the Town of Ogunquit. No fare increase will be considered once the trolley season has begun, and any fare increase for the upcoming season must be presented with justification to the Select Board by the end of April of the coming year. Furthermore, the **Town** is not responsible for any operating deficit of the **Corporation** in its provision of Trolley Transportation.

2.6 Tokens

The **Corporation** may make available tokens as fares for Trolley Transportation, except that the charge for such tokens may be no more than that charged for a regular passenger ticket.

2.7 Advertising

Advertising space on the Trolleys shall be at the **Corporation's** discretion, provided, however, that the **Corporation** shall make available advertising space at market rates to such local Ogunquit businesses as wish to advertise on the Trolleys, such that in the event of a lack of space, the Ogunquit business shall receive the space rather than an out-of-town business. Nothing in this section will be construed to prohibit use of the Trolleys for advertising businesses in other towns if there is adequate space, at reasonable market rates, to do so. In lieu of specific **Town** review and approval of signage, the parties agree that any advertising be appropriate and in good taste for a family-friendly community.

2.8 Radio Communication Requirements

Corporation agrees that each Trolley operated in accordance with the terms of this Agreement shall be equipped with cell phones or other radio communication devices providing communication to/with every other Trolley in operation in accordance with the terms of this Agreement and to a base station, which is manned and able to communicate immediately and directly with the Town of Ogunquit Police Dispatch station.

2.9 Enforcement

As a term of this Agreement and in accordance with the Municipal Code, the Ogunquit Police Department is authorized to enforce any and all safety, driving and route requirements contained herein.

2.10 Breach

In the event of a violation of any term of this Agreement, the aggrieved party will provide the other party with written notice of such breach and fifteen calendar days to cure the breach. In the event the breach is not cured within fifteen days, or in such additional time as may reasonably be necessary to cure issues which by their nature require additional time, such as major trolley repair or replacement, then the aggrieved party may immediately terminate or decline to renew this Agreement. In the event of repeated/persistent breaches of any of the provisions of this Agreement, then the aggrieved party may immediately give written notice terminating or declining to renew this Agreement without the need to provide an opportunity to cure the breach of this

Agreement.

2.11 Mutual Responsibility

For the avoidance of doubt, the **Town** and **Corporation** certify to each other that each shall perform its responsibilities hereunder in a timely fashion.

ARTICLE 3: INSURANCE REQUIREMENTS

3.1 Liability Insurance Requirement

Corporation shall procure and maintain, at its expense, throughout the term of this Agreement a policy or policies of liability insurance coverage with respect to all Trolley Transportation provided under this Agreement, naming **Town** as an additional insured, with premium thereon being paid on term, issued and binding upon a responsible and solvent insurance company acceptable to the State of Maine. Such insurance shall afford minimum protection in an amount equal to the greater of Two Million Dollars (\$2,000,000.00) combined single limit, (personal injury and property damage) and the amounts required under applicable law, including but not limited to 29-A MRSA 1611.

The **Town** shall be named as an additional insured to the extent of its liability exposure under the Maine Tort Claims Act, 14 MRSA *et. seq.*, and the procurement of such insurance by **Corporation** does not waive any immunity protections possessed by the **Town** under the Act.

Copies of insurance coverage shall at all times be maintained on file at the Town of Ogunquit Clerk's Office.

3.2 Workers' Compensation Insurance

At all times during the term of this Agreement the **Corporation** shall maintain, at its expense, Workers' Compensation Insurance coverage with responsible and solvent insurance companies to the extent required under, and in accordance with, all applicable laws.

3.3 Certificates

Upon execution of this Agreement and thereafter, prior to the expiration of any applicable policy, the **Corporation** shall provide the **Town** with currently effective certificates of insurance required above, which certificates shall contain a provision for thirty (30) days' prior written notice to **Town** of any proposed cancellation, change in coverage or non-renewal. **Corporation** shall also cause any contractors, sub-contractors or owner/operators performing any services hereunder to procure insurance complying with the provisions above. If **Corporation** shall fail to procure or maintain the insurance policies required by this Agreement, or shall fail to cause its contractors or subcontractors to procure and maintain such insurance policies, such failure will be considered a breach of this Agreement. The **Town** may, but it shall not be obligated to, procure and maintain such policies at **Corporation's** expense. Any

amounts paid by **Town** for such insurance shall be paid promptly by **Corporation** to **Town** when invoiced.

ARTICLE 4: FUEL TAX REIMBURSEMENT

Pursuant to 30-A MRSA 3511, the **Corporation**, as the exclusive provider of Trolley Transportation for the Town of Ogunquit, may be entitled to reimbursement and payment to the extent of the amount of tax paid by **Corporation** for fuel used in Trolleys owned and operated by **Corporation** for that purpose within the town. **Corporation** may present its claim for reimbursement and payment to the State Tax Assessor in the form and with any information required by that entity, accompanied by original invoices showing the fuel purchases made. Applications for refunds must be filed no later than nine (9) months from the date of fuel purchase. The **Town** bears no responsibility for the timely submission of reimbursement requests or for any reimbursements for taxes paid.

ARTICLE 5: INDEMNIFICATION

Corporation assumes all risk of and responsibility for, and agrees to indemnify and hold harmless the **Town**, its elected or appointed officials and the transit district from and against any and all claims of losses, damages, injuries, liabilities, costs and expenses of any kind or nature caused by, resulting from or arising out of, incidental to any act(s) or omission(s) of **Corporation**, including, without limitation: the use, maintenance or operation of the Trolleys; the performance of, or failure to perform, the **Corporation's** obligations under this Agreement; the use of the **Town's** premises by the **Corporation**, its officers, directors, employees or contractors; and the **Corporation's** failure to comply with any applicable statute, rule, regulation, order or other standard pertaining to the Trolley Transportation services.

ARTICLE 6: TERM, TERMINATION, DEFAULT, REMEDIES

6.1 Term

This Agreement shall be effective as of the date hereof, retroactive to January 1, 2015 and, absent early termination which results from a material Breach of this Agreement, as defined in the Default section below, shall continue through and including calendar year 2017 ("Original Term"). Annually, following the end of the operating season but prior to the new year, the **Corporation's** designated representative shall meet with the Select Board at a regularly scheduled meeting to review and evaluate **Corporation's** performance for the immediately preceding season. The Town shall notify the Corporation of the Date and Time of such meeting at least 10 days in advance of such meeting. All notices to the Corporation under this Section 6.1 shall be sent simultaneously to counsel for the Corporation, to: Bergen & Parkinson, LLC, c.o. Jason G. Howe, Esq., 62 Portland Road, Suite 25, Kennebunk, ME 04043. After the Original Term, this Agreement shall automatically renew year to year unless cancelled by the Town, said cancellation to be by written notice received not later than October 15 of that calendar year.

6.2 Default

This Agreement shall terminate immediately, after written notice in accordance with the notice term and cure period set forth in Section 2.9 of this Agreement, upon the occurrence of any of the following events: (a) an uncured breach or persistent/repeated breaches of this Agreement as set forth in Section 2.9 of this Agreement; (b) **Corporation's** failure to hire only qualified drivers as set forth in Section 1.1(c) above; (c) the **Corporation's** failure to maintain the insurance required by Article 3 of this Agreement or to meet any applicable safety laws as required in Section 3.1 hereof; (d) the **Corporation's** failure to provide continuous un-interrupted Trolley Transportation services as provided in Section 2.2 above; (e) the dissolution, termination of existence, insolvency, business failure, appointment of a receiver of a substantial portion of the property ("Debt Event") of the **Corporation**, which Debt Event is not resolved within 60 days thereafter; (f) the assignment for the benefit of creditors by the **Corporation**, which assignment is not rescinded or reversed within 60 days thereafter; or (g) the filing by the **Corporation** of a petition in bankruptcy, or the commencement of any proceedings under any bankruptcy or insolvency laws or any laws relating to the relief of debtors (all "Bankruptcy"), which Bankruptcy shall not have been removed within ninety (90) days after filing.

ARTICLE 7: REPRESENTATIONS

7.1 Representations and Warranties

Corporation represents and warrants to **Town** as follows:

- (a) Due Organization - **Corporation** is a corporation validly existing and in good standing under the laws of the State of Maine.
- (b) Licensure - **Corporation** has all licenses, permits and other governmental approvals necessary to conduct its business of Trolley Transportation, and as needed for the conduct of the same. This shall include payment of all licensing fees to the Town.

ARTICLE 8: GENERAL PROVISIONS

8.1 Governing Law - Binding Effect

This Agreement shall be binding upon the **Town** and the **Corporation** and their respective successors and assigns and shall be governed in all respects by the laws in the State of Maine.

8.2 Assignment Prohibited

No assignment of this Agreement or the rights or obligations made hereunder shall be valid without written consent of the other party.

8.3 Amendment

This Agreement may be amended or modified only by a written agreement signed by both parties.

8.4 Waiver of Breach

Any waiver of a breach of any provision of this Agreement shall not operate as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed by the party charged with the waiver.

8.5 Construction

This Agreement constitutes the entire Agreement between the parties and supersedes any prior offers, agreements, representations and warranties by or between the parties. The headings and captions in this Agreement shall not be used in interpreting, construing or enforcing any of its terms or provisions. The language used in this Agreement is the language chosen by the parties and expresses their mutual agreement. This Agreement shall not be deemed to have been prepared by any single party. The invalidity or unenforceability of any particular provision of this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

8.6 Severability

If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

8.7 Notices

Any and all notices required under this Agreement shall be in writing and shall be effective on the date of personal delivery or on the date of mailing, if mailed by registered or certified mail, postage prepaid and return receipt requested, and received on the date of personal delivery or the date of delivery set forth on the postal return receipt.

Such Notices shall be addressed as follows:

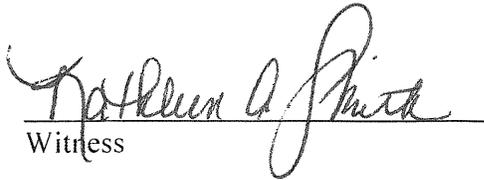
To Town: Thomas A. Fortier, Town Manager
 Town of Ogunquit,
 23 School Street
 PO Box 875
 Ogunquit, Maine 03907

To Corporation: Ogunquit Trolley Company
 David Chaves
 48 Bittersweet Lane
 Ogunquit, Maine 03907

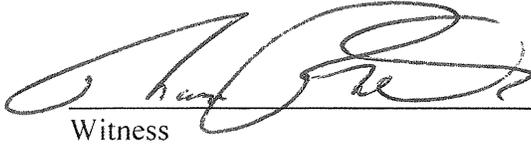
With Mandatory Copy to:

Jason G. Howe, Esq.
Bergen & Parkinson, LLC
62 Portland Rd., Suite 25
Kennebunk, ME 04043

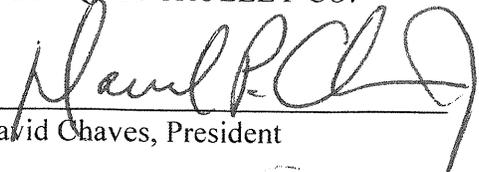
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above:



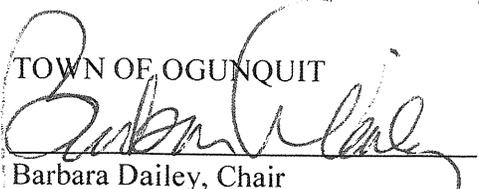
Witness



Witness

OGUNQUIT TROLLEY CO.
By 

David Chaves, President

TOWN OF OGUNQUIT
By 

Barbara Dailey, Chair
Ogunquit Select Board
Thereunto Duly Authorized by Vote
Select Board

**APPENDIX A
SPECIFICATIONS FOR TROLLEY**

CHASSIS & BODY

Chassis to be heavy-duty FORD F53 or equivalent	
Overall Length	29' 6"
Overall Width	96"
Height	10' 7"
Inside Width	94"
Aisle Width	20"
Seat Width	36"
Headroom	6' 4 1/2"
Curtain Opening	43" x 11' 2"
Wheelbase	178"
Curb Weight –Approx.	10,000 lbs.
Passenger Capacity	34
Passenger Seating: Forward facing	32
Side facing	2

Access from ground: First step from ground a maximum of thirteen (13) inches;
step risers a maximum of 7 1/2 inches

Vehicle can be handicapped equipped with wheelchair lift BRAUN Model 911 or
equivalent

BODY ASSEMBLY:

Deck to be 6061 T3 aluminum, minimum 4" Channel Covered w/ 3/16" decking
plate

Walls: Aluminum tube structure covered with aluminum skin (interior and
exterior)

Cupola: 3/16" Aluminum plate with 1/4" tempered glass

Roof: Aluminum and oak structure Covered with oak plywood and exterior
aluminum sheeting

INTERIOR: Aluminum framed seats with ash slats
R.C.A. Rubber Flooring Etched safety glass
Brass handrails
Natural oak interior trim
PA System/cassette player with front and rear speakers, hand-held
microphone
Hour meter
Advertising frames
Step well lights
Lighted emergency exit
Four interior cupola lights

EXTERIOR: Oak advertising frames
Brass bell
Etched glass windows
Vinyl drop curtains for rear section of vehicle

ENGINE: Gasoline powered V-8, 7.5 liter, 460 CID
Paper type replaceable air filter
Disposable oil filter

TRANSMISSION: Heavy duty four (4) speed automatic
Shift location on steering column

STANDARD

OIL COOLERS: Integral with radiator and one external

ELECTRICAL: 12-volt negative ground system with 130 ampere alternator

TIRES: Highway steel-belted radials, Michelin or equivalent
Front: Two LT235/85Rx16E
Dual Rear: Four LT235/85Rx16E

BRAKES: Power-assisted 4-wheel disc brakes

STEERING: Gear type, integral power, COMFORT-TILT steering wheel

FUEL TANK: 75 gallon

AXLES: Front: 6000 Lb minimum capacity
Stabilizer bar diameter: 1.625"
Rear: 12000 Lb capacity rear springs
Propeller-shaft mounted parking brake
5-13 Ratio standard
Stabilizer bar diameter 1.75"

EQUIPMENT: Handicap Wheelchair Lift on Handicapped Accessible Vehicles
All Maine Department of Transportation required running lights
Backup lights and backup alarm
Three (3) windshield wipers with washers
Front defroster heater unit
Spare wheel and tire

APPEARANCE: Trolley vehicles shall resemble, as close as practicable, the appearance of the vehicle as depicted in attached Exhibit A, and shall in all events be clearly recognizable to the public as a classic Ogunquit Trolley utilizing the color scheme red and green, specifically color scheme paint numbers 4992 and 6206 IMRON.

**APPENDIX B
[TO BE ADDED]**

Trolley Transportation Routes are as follows:

(See Title 9, Chapter 10 of the Ogunquit Municipal Code)

Trolley Pick-up and Drop-off Locales are as follows:

(See Title 9, Chapter 10 of the Ogunquit Municipal Code)

OCT 12 2017

**Transportation Ordinance Application for License
“Molly Trolley Depot Route”**

Letter to Town Manager

2018 Molly Trolley Depot Route Proposal (copy)

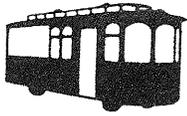
Interim Town Manager Letter (copy)

Application for License (copy)

Vehicle 1 Information Sheet (copy)

Vehicle 2 Information Sheet (copy)

Jamie Bradish
Molly Corporation
October 12, 2017



MOLLY CORPORATION

Manufacture & Sales of MOLLY TROLLEY
60 Willie Hill Road P.O. Box 1799
WELLS, MAINE 04090
(207) 646-5908 FAX (207) 646-6497

Ms. Patricia Finnigan
Town of Ogunquit
P.O. Box 875
Ogunquit, ME 03907

October 12, 2017

Jamie Bradish
Molly Corporation
PO Box 1799
Wells, ME 04090

RE: Public Transportation Ordinance Application For License

Dear Ms. Finnigan,

Please allow me to introduce myself: my name is Jamie Bradish owner of Molly Corporation of Wells, Maine. Molly Corporation manufactures the Molly Trolley used throughout the United States, including our local seacoast towns.

Molly Corporation was incorporated in 1981 and originally produced trolleys to establish the company's operations in Ogunquit, Scottsdale, AZ, Kansas City, MO, Cooperstown, NY and other cities. Molly Corporation operated the Ogunquit Trolley Service from 1986 until 2002 when they decided to concentrate their efforts on manufacturing, moving the original facility from North Village Road in Ogunquit to our current site in Wells. A private individual purchased the Ogunquit Trolley Operation in 2002 and resold after only one year to the current operator.

I was eleven years old when my parents Stillman and Catherine Bradish with their six sons started producing the Molly Trolleys for Carl Merrill, a local motel operator who originally brought trolleys from Florida in hopes to alleviate traffic issues and provide the town with a unique service. By the age of seventeen I had obtained a commercial driver's license and was well-rooted in the trolley business, and after college I stayed to work the family business.

The sale of the Ogunquit Trolley Operation has left an empty space in our company and as my own children are getting older I have felt compelled to rekindle operations. I purchased Molly Corporation from my father in 2010 and once I got my feet under me started the plan of the Molly Trolley Depot, an idea that has been brewing since 2004. The summer of 2015 I started with two new Molly Trolleys doing private charters and leased the 724 Main Street property to build the Molly Trolley Depot. This property was the perfect location for a trolley connector from Wells and parking to alleviate congestion. The original site plan for Molly Trolley Depot, approved in September of 2016, included operating a shuttle from Molly Trolley Depot to Footbridge and North Beach in the 2017 season.

Spring of 2017 I received a letter from Interim Town Manager Don Gerrish, a copy of which I have enclosed for your review, (see attached). I followed up with a meeting with Mr. Gerrish and the Town Attorney to discuss our operation; Mr. Gerrish explained that there was a pending lawsuit if the town let me move forward with the shuttle route. Mr. Gerrish instructed me that I could apply for a transportation license per Title IX of the Municipal Code Chapter 10 Public Transportation Ordinance, which in light of the situation I decided to wait until 2018 after the current Trolley Transportation Agreement had expired.

Shuttling customers was an integral part of the Molly Trolley Depot and I made the decision in 2017 to wait until 2018 when the Trolley Transportation Agreement would be renegotiated and the exclusivity provision could be removed, allowing for additional operators. Molly Trolley Depot opened in July of 2017 offering day parking, a gift shop and café. Visitors that came to Molly Trolley Depot were impressed with the facilities but were disappointed that there was no trolley service available from the location.

Molly Corporation will submit to the Ogunquit Town Clerk as directed by the Municipal Code, the Public Transportation Ordinance Application for License, to operate in the 2018 season. Molly Corporation proposes to run trolley service from Molly Trolley Depot to Main Beach servicing all designated trolley stops between. Molly Corporation proposes the town remove the exclusivity provision in the Trolley Transportation Agreement to allow multiple operators creating a competitive market giving the consumer more options for service. Multiple operators will provide more direct routes to the village center, improving trolley wait and ride times for the residents and guests of Ogunquit.

Molly Corporation has many years of experience and the facilities to successfully operate trolleys. Our fulltime onsite manager at the Depot was previously the Northeast District Manager for Student Transport of America with 28 years of transportation experience. Molly Corporation's transportation service manager with 30 years of experience has worked with hundreds of trolley customers to keep their fleets moving. Molly Corporation employs professional and courteous staff, committed to customer satisfaction.

I look forward to working with the town to include Molly Corporation in the Ogunquit Trolley System. The system is in need of revitalization and there are many new technologies that could benefit residents and visitors to provide a joyful trolley experience.

Best Regards,


Jamie Bradish President
Molly Corporation

JB/jb

Enc. 5

cc: Scott Heyland, CEO

Molly Corporation 2018 Proposal

“Molly Trolley Depot Route”

Molly Corporation proposes to provide trolley service from Molly Trolley Depot to Main Beach.

2018 Proposed Trolley Stops

SOUTHBOUND TRIP

Molly Trolley Depot
Milestone Motel
Footbridge Plaza
Gazebo
Eastwind Condos
Gorges Grant
Seaview Motel
Bintliff's
Veteran's Park
Main Beach

NORTHBOUND TRIP

Main Beach
Dunelawn
Juniper Hill
Ocean Towers
Dunes Cottages / Lobster Pound
Littlefield's Village
Distant Sands
Footbridge Parking
Ocean Street Triangle
Liquid Dreams
Molly Trolley Depot

2018 Proposed Operation Schedule

<u>Dates</u>	<u>Hours of Operation</u>	<u>Number of Trolleys</u>	<u>Days</u>
May 26 – June 29	10:00 am to 5:00 pm	1	35
June 30 – September 3	10:00 am to 9:00 pm	2	66
September 4 – October 8	10:00 am to 5:00 pm	1	35
Total Hours of Operation:	1,942 Hours of Operation		
Estimated Wait Times:	20 Minutes		

Beautiful Place by the Sea

MUNICIPAL OFFICES
23 SCHOOL STREET • P.O. BOX 875
OGUNQUIT, MAINE 03907-0875

Website: www.townofogunquit.org
E-mail: info@townofogunquit.org

(207) 646-5139 General Offices
(207) 646-9326 Land Use
(207) 646-9546 Town Clerk
(207) 646-5920 Fax

May 9, 2017

Molly Corporation
c/o Stillman Bradish
60 Willie Hill Road
Wells, ME 04090

Grahaneli Realty, LLC
c/o Jamie Bradish
1878 Tatnic Road
Wells, ME 04090

Dear Sirs:

I am writing to inquire about the specific plans that Molly Corporation/Grahaneli Realty, LLC has in mind for passenger service in Ogunquit this year. While I understand that Molly Corporation recently paid a beach impact fee under Chapter 12 of Article V of the Town of Ogunquit Municipal Code, it remains unclear to Town officials how Molly Corporation/Grahaneli Realty, LLC intends to operate with regard to passenger service in Ogunquit this summer. The Town wants to ensure that your operations comply with both your Planning Board approval and the Municipal Code.

First, the September 26, 2016 change of use approval granted by the Planning Board (by notice of decision dated October 11, 2016) relates to a private pay parking lot with private shuttle for patrons; office space for the private charter service and parking lot; and retail and restaurant space, all for property located at 724 Main Street in Ogunquit. Please understand that the Planning Board use approval does not in any way include license or permission to drop off passengers, by commercial bus, van, trolley or otherwise, in the vicinity of a municipal parking lot or beach. The Planning Board did not, and does not, have authority to administer the Motor Vehicle Traffic and Parking Ordinances or to administer the Public Transportation Ordinance.

Second, under Chapter 12 of Article V of the Town of Ogunquit Municipal Code (Municipal Parking Lot Regulations), any operator of a commercial bus, van or motor vehicle who drops passengers off in the vicinity of a municipal parking lot is required to pay a beach impact fee as set forth in Appendix A. Any such operator with the vehicle capacity of 15 or more persons may discharge and load passengers only in certain loading zones as set forth in Section 1206.2 of the Municipal Code. Public transit trolleys that operate under a separate license granted by the Board of Selectmen may enter and use the specifically designated parking areas within the municipal parking lots at no charge pursuant to Section 1206.4 of the Municipal Code.

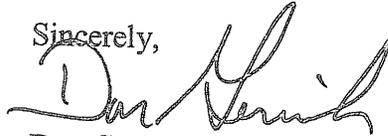
Third, under Chapter 10 of Article IX of the Town of Ogunquit Municipal Code (Public Transportation Ordinance), any person, corporation or business that operates trolleys or buses over a fixed route on a regular basis for a fee within the Town is required to first obtain a license from the Board of Selectmen.

I ask that you please contact me to discuss your proposed shuttle operations so that we can ensure that you have sought and obtained all necessary licenses from the Town and that your operations otherwise comply with local ordinances. Specifically, I would like to know what type and capacity of vehicle(s) you plan to operate, when and where you plan to shuttle customers, and what fee you plan to charge customers.

Again, your Planning Board use approval does not in any way include license or permission to drop off passengers, by commercial bus, van, trolley or otherwise, in the vicinity of a municipal parking lot or beach; additional approvals under the Town's Motor Vehicle Traffic and Parking Ordinances and Public Transportation Ordinance may be required for any proposed shuttle operations.

I can be reached at (207) 646-5139. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Don Gerrish". The signature is fluid and cursive, with a large initial "D" and "G".

Don Gerrish
Interim Town Manager

cc: Scott Heyland, Code Enforcement Officer
Gene McSweeney, Visitor Services

OGUNQUIT

Beautiful Place by the Sea

TOWN OF OGUNQUIT PUBLIC TRANSPORTATION ORDINANCE APPLICATION FOR LICENSE

January 1 - December 31, 2018

Filing Fee \$100.00

Date of Application: 10/12/2017

APPLICANT(S):	Jamie Bradish
NAME OF BUSINESS:	Molly Corporation
Business Mailing Address:	PO Box 1799, Wells, ME 04090
Business Telephone:	207-646-5908
Business Fax:	207-646-6497
Business E-Mail:	xxxxxx xjbradish@mollytrolley.comxxxxxx
Name of Local Agent/Manager:	Deborah Coleman
Address of Local Agent/Manager:	724 Main St., Ogunquit, ME
Mailing Address of Local Agent/Manager:	PO Box 1799, Wells, ME 04090
Local Agent/Manager Telephone:	xxxxxx x207-251-7111xxxxxx
Local Agent/Manager Fax:	207-646-6497
Local Agent/Manager E-Mail:	xxxxxx xacoledman@mollytrolley.comxxxxxx

Number of Vehicles to be used: 2

Type and capacity of each vehicle to be used: see attached
(List each separately on attached sheet)

Receipt of Ordinance Acknowledged: _____
(Applicant or Agency to Certify)

FOR OFFICE USE ONLY

Application Fee Paid \$ _____ Date Paid _____

Check/Cash _____ Check No. _____

Received by: _____
(Town Clerk's Office)