



Wave Pool Vanpool Program Operations Manual

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I. Introduction



The mission of the Cape Fear Public Transportation Authority (Wave Transit) is to develop and maintain an effective, efficient, and safe system of public transportation services within Southeastern North Carolina which is responsive to the mobility needs of the community. Transportation services provided shall be designed to maintain and encourage the use of public transportation and shall contribute to the economic vitality of the community, the conservation of natural resources and the protection of the environment.



The Wave Pool vanpool was created to respond to the community need for alternative public transportation services. It was designed to provide a form of public transportation service for commuters whose access to fixed route bus service is limited or is not conducive to their commuting patterns. The Wave Pool also provides a service to employers that promotes strategic land use patterns that minimize the need for employee parking thereby protecting valuable natural resources.

II. Program Description

A. What is the Wave Pool?

Wave Pool is a vanpool which allows people who live and work near each other and have similar commuting schedules to share a ride to work. Wave Transit provides the vehicle, vehicle maintenance, fuel and insurance and employees or employers pay a monthly fare for the service. Each service tailors its schedule around the needs of the passengers of the vanpool, with all members deciding on the pick-up and drop-off locations and times. The driver is responsible for routine daily maintenance to ensure the vehicle is safe to operate. Riding in a vanpool saves you money in fuel and vehicle wear and tear, reduces the stress of dealing with stop and go traffic and helps the environment.

B. What are the advantages of the Wave Pool?

In addition to the commuting savings, there are federal tax incentives that are available to Wave Pool passengers. Click [here](#) for a link to the IRS Qualified Transportation Fringe Benefits page. The tax incentive is available to employers too. Your employer may choose to offer the program to their employees for the tax incentives or to reduce the need for employee parking. They also may offer the program through an IRS Section 125 Cafeteria Plan.

In addition to all the money you can save by joining a vanpool, you will also be helping protect the environment. Wave Transit has a commute calculator that can help calculate just how much you can save by not driving. Click [here](#) to access the commute calculator.

According to the Rideshare Company the average household uses 1,143 gallons of gas per year. It is expected that the number of cars and trucks on already crowded highways will double in the next 30 years. The Average American spends 434 hours – the equivalent of 18 days – in his/her car each year. Driving your car 20,800 miles a year emits 23,600 lbs. of CO₂. Every car annually emits its own weight in carbon dioxide (CO₂). By cutting 25 miles a week from your driving you can save 1,500 lbs. of CO₂. The US could save 33 million gallons of gas – each day – if the average commuting vehicle carried one additional person.

In a single year the average passenger car emits the following:

- 80 pounds of hydrocarbons
- 606 pounds of carbon monoxide
- 41 pounds of nitrogen oxides
- 10 thousand pounds of carbon dioxide



- Consumes 550 gallons of gas

In a single year the average SUV emits the following:

- 114 pounds of hydrocarbons
- 894 pounds of carbon monoxide
- 59 pounds of nitrogen oxides
- 16.8 thousand pounds of carbon dioxide

III. Wave Pool Operations

A. Wave Pool Requirements

(1) The primary driver and secondary driver of the vanpool must be at least 25 years old and have an excellent driving history. In order to qualify, drivers must have a valid Class C driver license, no more than three points on their license and no previous DWI (Driving While Impaired) convictions on their license. All drivers must submit a driver application and be approved by Wave Transit prior to operation of a vanpool. In addition, drivers must agree to a driver license check and insurance investigation.

(2) The driver or employment company is required to make a one-time \$100.00 refundable security deposit for the van.

(3) The driver or employment company must sign a vanpool lease agreement with Wave Transit.

(4) In vanpools not paid for by employers, drivers should collect the first month's payment from vanpool participants at the beginning of each month. This payment enables the participants to ride in the van for the calendar month.

(5) In coordination with Wave Transit, design the route and pickup points to determine the daily round trip mileage.

Vanpool routes are usually designed to go from the driver's home, to the pickup point and to the worksite. In some cases, more than one pickup point may be necessary. Pickup points can be employee homes or at shopping centers, churches, businesses or park and ride lots. Prior agreement from the owner of any public parking is suggested. Wave Transit is not responsible for damage or theft to a vanpool participant's personal property.

Each van has a maximum seating capacity for 12 people. Vans are filled on a first-come, first-serve basis. If there are more people interested in vanpooling than there are seats available, their names are either placed on a waiting list or a new vanpool will be formed. In the event a passenger opts out of a vanpool, Wave Transit will provide assistance in recruiting new passengers by utilizing the waiting list.

Combining vanpools is discussed when vanpools experience a severe decline in passengers. Wave Transit will do everything possible to maintain the same low cost for the passengers, and if necessary, develop the most convenient route.

B. Emergency Ride Home Program

From time to time a participant of the vanpool may be required to leave work early due to an emergency or illness. This is understandable and Wave Transit offers an emergency ride home program (ERH) when situations arise. Wave Pool commuters should call Port City Taxi at 910-762-1165 or 910-762-5230 for an ERH trip. The cost of the taxi will be billed to Wave Transit and van pool participants are eligible for one free ERH every thirty (30) days. Additional ERH trips are available and may be eligible for payment by Wave Transit upon discussion of the necessity with Wave Transit.

C. Smoking

Smoking, and the use of electronic cigarettes, in Wave Transit owned or leased vehicles is prohibited at all times. Failure to abide by this policy is subject to termination from the program.

D. Eating and Drinking

Each vanpool driver is responsible for the condition of the vehicle and for keeping the vehicle clean and maintained. The policy for eating and drinking on Wave Pool vehicles is at the sole discretion of the vanpool driver.

E. Termination of the Vanpool

Termination of any vanpool can be arranged by contacting Wave Transit. Should the primary driver wish to terminate, Wave Transit will assist in identifying an alternate primary driver for the vanpool.

IV. Driver Responsibilities

A. Driver Qualifications

The primary driver and secondary driver of the vanpool must be at least 25 years old and have an excellent driving history. In order to qualify, drivers must have a valid Class C driver license, no more than three points on their license and no previous DWI (Driving While Impaired) convictions on their license. All drivers must submit a driver application and be approved by Wave Transit prior to operation of a vanpool. In addition, drivers must agree to a driver license check and insurance investigation.

B. Agreement

The agreement between the primary driver and Wave Transit operates on a month-to-month basis. The primary driver must sign the lease. If an employment company leases the van directly, an authorized representative of the company is required to sign the lease.

C. Monthly Reports

One of the primary driver's responsibilities is to keep a daily mileage log and a monthly revenue and expense report. It is the responsibility of the secondary driver to fulfill this role in the absence of the primary driver. These reports must be turned in to Wave Transit by the fifth (5th) of each month.

D. Daily Operations

Drivers are required to operate the van in a safe manner, arrange for an alternate driver as needed, collect monthly fares (if applicable) and keep the van clean, serviced and maintained. Each time the van is fueled, fluid levels should be checked by the driver. Daily maintenance training is part of the mandatory driver training program outlined in Section E.

E. Driver Training

All vanpool drivers, both primary and secondary, must attend a driver orientation and training session. This consists of a comprehensive overview of the materials and forms contained in this manual. Upon completion of the training, each perspective driver must successfully complete a vanpool certification and undergo a training class before being allowed to operate the vehicle.

F. Alternate Driver

Each vanpool is required to have at least one secondary driver available at all times. This assures passengers continuous, reliable transportation in the case of personal sickness, emergency, vacation or other situations which may prevent the primary driver from performing his/her duties. The secondary driver must meet the same requirements and qualifications as the primary driver. The secondary driver assumes the responsibility of operating the vanpool, including daily and or monthly reports, in the absence of the primary driver.

G. Personal Use of the Van

Wave Pool drivers may be eligible for special privileges and incentives for the service they provide. In addition to allowing the primary driver to ride for free, each month Wave Transit allows up to 150 personal miles free of charge. The van can also be used for an additional 150 miles at a cost of \$.50 per mile. A maximum of 300 miles is available each month. Only a registered driver, primary or secondary, of the vanpool is authorized personal use of the vehicle. Family members and others are prohibited from driving the vehicle.

While at the discretion of the vanpool driver, Wave Pool vehicles represent the Authority and discretion must be a key component in personal use of the vehicle. Wave Pool vehicles are not allowed to be driven to sexually oriented businesses, Alcoholic Beverage Commission stores, or other establishments which are considered questionable. As a general rule of thumb, if a business may be considered questionable by the vanpool driver, it should be avoided. Violations could result in termination of driving privileges.

H. Driver/Passenger Agreement

In order to avoid possible conflicts, Wave Transit has developed a driver/passenger agreement, which should be read and signed by the passengers before joining the vanpool. This agreement assures that all participants are aware of the vanpool rules, regulations and operating procedures. Wave Transit also encourages vanpools to establish their own guidelines and set individual policies and procedures to help prevent disputes. Since the vanpool driver is primarily responsible for the vanpool, all disputes should initially be directed to the driver. If the dispute is not resolved, Wave Transit can/will intervene to mediate the dispute.

V. Parking

A. Employer and Residential Parking

When parking vans at employment sites, all drivers should follow their individual employer's guidelines. Many employers provide preferential parking for vanpools and in some cases have reserved spaces for Wave Pool vans. Check with your employer for details.

Residential parking for Wave Pool vans should be limited to a secure off-street location or a pre-approved pickup location. The van should be parked in a paved lot or driveway to avoid damage caused by loose gravel. Wave Transit discourages on-street overnight vehicle parking for an extended period. If parking in a parking deck or garage, make sure there is adequate clearance.

B. Parking Deck Guidelines

Wave Transit will assist vanpools in obtaining and subsidizing daily parking in parking decks. This is done on a case by case basis. Contact Wave Transit for specifics.

VI. Risk Management/Insurance

A. Accidents

In the event you are involved in an accident before 8:00 a.m. or after 5:00 p.m., Monday through Friday or on the weekend, contact Wave Transit at the emergency phone numbers provided in this manual, as well as the police department or highway patrol. Should the accident occur during the workday between regular operating hours, the primary or secondary driver should immediately call the Wave Transit office and the police department or highway patrol. Wave Transit staff may come to the scene of the accident to conduct a preliminary accident investigation. The driver is responsible for reporting any accident, no matter how minor. Failure to report an accident could result in termination of driver privileges.

Wave Transit provides liability coverage for bodily injury or property damage resulting from an accident. Wave Transit does not provide liability coverage for any non-accidental criminal act performed while using the van. At fault accidents will require a deductible from the driver or alternate driver equal to the amount of damages or \$100.00, whichever is less. If the vehicle is involved in an accident while being driven by a non-authorized driver, the driver responsible for the vehicle at the time of the accident will be held liable. This does not apply to theft of the vehicle which has been reported to law enforcement.

B. Procedures to Follow in the Event of an Accident

Collisions and accidents range from minor fender benders (limited damage) to major and multiple vehicle collisions and possible injuries. It is important that you know how to handle emergencies to protect lives and to ensure that questions of liability are handled properly. If an accident occurs, it is important for you to do the following:

- If you or any of your passengers are injured, dial 911 for medical assistance
- Protect the accident scene
- Turn on hazard flashers
- Move the van out of traffic if directed by a police officer
- Make sure passengers are in a safe location
- Notify the local, county or state police
- If police are on the scene, obtain the officer's name and badge number
- Call the Wave Transit representative at the emergency numbers listed in this manual
- Make no statement to anyone except:
 - A police officer on the scene (do not admit liability)
 - A Wave Transit representative
- You are insured through Wave Transit. The name of the Wave Pool Ridesharing / Vanpool program insurance carrier is on the insurance card, which should always be kept in the vehicle.
- Fill out the Wave Transit Accident Report Form, found in the back of this manual.
- Give it to the Wave Transit representative who comes to the scene.

VII. Revenues

A. Vanpool Fares

Vanpool fares are based on fixed, operational and depreciation expenses associated with the van's total monthly mileage. These expenses include fixed costs (insurance), operational costs (maintenance repair, gasoline, oil, tires and parts), and depreciation costs (monthly vehicle depreciation).

If an employer is not making the fare payment to Wave Transit, the monthly fares are payable to Wave Transit on or before the tenth (10th) business day of each month. Vanpool drivers are required to collect payment from all vanpool passengers if not paid through an employer. Payments are made one month in advance and are good until the last day of the month. The vanpool fares are based on an average of 21 operating days each month, which includes eight annual holidays. One of the driver's responsibilities is to keep a daily mileage log and a monthly revenue and expense report. These reports are turned in no later than the fifth (5th) day of each month.

B. Vanpool Deposit Requirements

All van drivers or employer sponsors will be required to submit a van security deposit. The deposit should be in the form of a certified check or a money order.

Upon the termination of the vanpool lease agreement, the driver can submit a request for a deposit refund, if applicable. The van will be inspected to determine if there is any unreported damage to the van. Upon the completion of the inspection and a check for any other outstanding expenses, the security deposit will

be refunded to the van driver or employer sponsor. It is the driver's responsibility to reimburse vanpool riders as appropriate.

C. Vacations, Holidays, Company Closings

On holidays and for days an employer is closed, fares should not be charged. Wave Transit should be notified of days the vanpool will not be in operation.

D. Commuter Benefit

Section 132 of the US IRS tax code authorizes a tax-free benefit, currently up to \$245.00 per month. The Wave Pool is an eligible §132 benefit. To be eligible, the commuter highway vehicle must have a seating capacity of six adults, excluding the driver. Additionally, at least 80% of the vehicle mileage will be for transporting employees between their homes and work place, with employees occupying at least one-half of the vehicle seats (not including the driver). Employers can provide a combination of transit and vanpool benefits to an employee as long as the maximum monthly benefit does not exceed \$245.00.

This employee transportation benefit can be provided tax-free to employees. The cost of the benefit is paid by the employer and is tax-exempt. The "income" is excluded from an employee's gross income; it will not show up on their W-2 forms and will not be taxable.

Advantages to employers include both a tax deduction for the expense, and saving on payroll taxes, FICA disability insurance, and payments into 401K accounts.

Employees can use up to \$250.00 per month or \$3,000.00 per year of their gross income before taxes to pay for transit, vanpooling or qualified parking. Since the amount of an employee's salary used for this purpose is not taxed, a tax savings of over 30% over the cost of a similar take-home salary increase, incentive or bonus may be possible.

Employers incur no cost in offering the pre-tax benefit, and often find this type of program very easy to set up and administer. This option is similar to flexible spending accounts that many employers utilize.

However, section 132(f) benefits are excluded from cafeteria plan programs like flexible spending accounts (RC Section 125) and, therefore, cannot be included in such plans.

An employer can provide part of the benefit tax-free to the employee at the employer's expense and allow the employee to use their pre-tax income too for the remaining amount of the benefit, up to the federal statutory limits. For example, employers can share the transit costs with employees and then both can receive valuable tax savings. Wave Transit will provide information upon request regarding the commuter tax benefit. It is important to note that Wave Transit is providing this information for reference only.

Questions regarding interpretation or administration of tax codes should be directed to your company's tax attorney or accountant.

VIII. Maintenance

A. Exchanging Vehicles for Maintenance

When service work is needed for the vans, drivers should contact Wave Transit to schedule the repair. Depending on the type of service, an alternate van may be assigned.

B. Outside Maintenance Repair

Wave Transit's maintenance department provides or schedules service and/or repair work for all vanpools. However, in some cases temporary repairs may be necessary before the van can be brought to the Wave Transit maintenance department. Upon the approval of Wave Transit, a pre-approved "Emergency Service Station" can make minor repairs. Some of these repairs may include jump-starting the van, replacing a light bulb, or fuse, etc. The maintenance department will call these emergency service stations to make arrangements for these minor repairs. These service stations will bill Wave Transit for all repairs.

If you experience a problem with your vehicle and need an outside facility to assist with repairs, first call Wave Transit. During regular business hours call the Wave Transit office at (910) 343-0106. After hours call the emergency numbers listed in Appendix I.

C. Fuel Purchases

Prior to the completion of the Authority's maintenance and operations facility, fuel purchases must be made at follows:

Purchase from the City of Wilmington or Wilmington Police Department fuel depot

Fuel may be obtained from the City of Wilmington fuel depots at:

City of Wilmington Operations Complex

209 Coleman Drive

Wilmington, NC 28412

or

Wilmington Police Department

Police Headquarters

615 Bess Street

Wilmington, NC 28402

To purchase fuel from either of these locations, a fuel key is required. All charges will be billed directly to Wave Transit.

As soon as the Authority operations and maintenance facility is completed, fuel purchases must be made at the Wave Transit depot located at 1408 Castle Hayne Rd., Wilmington, NC 28405.

The primary driver of the vanpool will be issued a Wave Transit fleet fueling card. The fleet fueling card is to be used only in emergency situations in which a designated fueling depot is not accessible. The fleet fueling card shall not be used as a primary source for purchasing fuel. All fleet fueling card charges will be billed directly to Wave Transit. Receipts must be kept by the vanpool driver and turned into Wave Transit with the monthly report. Charges incurred on the fleet fueling card will be included on the monthly invoice. The primary driver assumes responsibility for all charges incurred on the fleet fueling card.

D. Van Appearance and Cleanliness

Vanpool drivers are responsible for keeping the van clean, both inside and out. This improves safety through increased visibility from the van and of the van's lights and signals. A clean van also represents the pride the driver takes in the van and symbolizes a positive image for both the vanpool and the Cape Fear Public Transportation Authority.

The riders are also expected to help maintain the cleanliness and appearance of the vanpool. Personal articles may be kept in the area of the riders' seats at the discretion of the vanpool driver. Wave Transit will clean the van each time the vehicle is brought in for preventive maintenance.

E. Preventive Maintenance Program

Wave Transit has a preventive maintenance program that is strictly followed to ensure the extended life and use of the vanpool vehicles. Wave Transit's maintenance department provides preventative maintenance for all vanpools. Wave Transit will make arrangements to have the van serviced on a regular basis. Wave Transit will let you know when service is due and arrangements will be made for the driver to leave the vehicle at a Wave Transit facility so service can be performed.

Appendix A: Driver Application



Last Name First Name Middle Initial

Home Address

City State Zip Code

Phone Number Email

Date of Birth Month Day Year NC Driver Lic SSN

Employer

Work Location Work Phone

Work Hours From to Approximate travel distance to work (one-way) miles

Have you ever been convicted of driving while impaired (DWI) or driving under the influence (DUI)? Yes No

List all accidents and moving violations had during the past three years:

Emergency Contact Name Phone Number

Relationship Are you able to provide a secure, off-street parking location? Yes No

I understand all the policies and procedures covered in the Wave Pool Vanpool Operation Manual. By signing below, I authorize the Cape Fear Public Transportation Authority to access my driving record and employment history. I further authorize the Authority the right to investigate all information given and to secure additional information if necessary. I further authorize and request any city, county, state, federal agency, department or bureau to furnish requested information. I hereby release from liability or responsibility all persons, companies, corporations, city, county, state, or federal agency, department or bureau furnishing this information.

Applicant Signature _____ Date

[Print Form](#)

IMPORTANT: Do not email this form. The data is not encrypted. Wave Transit is not responsible liable for loss due to identity theft.



Appendix B: Driver/Passenger Agreement

Vanpool Driver / Passenger Agreement

The following rules are designed to promote the cooperation necessary for a vanpool. The driver and rider agree to honor these rules in good faith.

1. Pick up is limited to the agreed times and locations. The vanpool will wait a maximum of two minutes beyond the agreed time before departing from each stop. Passengers are expected to be prompt so that others are not inconvenienced.
2. A reasonable effort will be made by the vanpool operator to provide a 30-day notice of substantial changes to the vanpool.
3. The passenger agrees to make full payments each month (if applicable). During vacation or other periods of absence, passengers may sublet their seat to a party who must adhere to the conditions of this agreement.
4. If applicable, passengers agree to pay the driver promptly, and in advance, understanding that fares are not refunded for any reason.
5. Passengers are required to conduct themselves in a manner which promotes positive interaction with other vanpool passengers.
6. Passengers shall help maintain the cleanliness and appearance of the vanpool vehicle. Personal articles may be kept in the area of the rider's seat at the discretion of the vanpool operator.
7. The use of food and beverage aboard the vanpool vehicle is at the discretion of the vanpool operator.
8. The driver and passenger agree that the use or possession or transportation of any alcoholic beverage or any narcotic drug, chemical or other substance in violation of the law is prohibited in the van.
9. The driver agrees to immediately notify the passenger and Wave Transit if the van breaks down.
10. The driver and passenger agree that the use, possession or transportation of any fire arms or weapons is prohibited.
11. No smoking is allowed in any Wave Transit vehicle at any time.

I understand and accept the conditions and rules of this agreement. The driver or rider may terminate this agreement by giving thirty (30) days written notice.

Name	<input type="text"/>	Pickup Time	<input type="text"/>
Address	<input type="text"/>	Pickup Location	<input type="text"/>
City	<input type="text"/>	State	<input type="text" value="NC"/>
Zip Code	<input type="text"/>	Dropoff Time	<input type="text"/>
Primary Phone Number	<input type="text"/>	Dropoff Location	<input type="text"/>
Secondary Phone Number	<input type="text"/>	Email	<input type="text"/>
Driver Signature	<input type="text"/>	Date	<input type="text"/>
Passenger Signature	<input type="text"/>	Date	<input type="text"/>

[Print Form](#)

Appendix C: Monthly Vehicle Log



Wave Pool Driver Monthly Log

Van No. _____
 Month _____
 Driver _____

Day	Beginning Odometer	Ending Odometer	Daily Miles	Personal Miles	No. of Passengers	Fuel Gallons	Fuel Cost
1			0				
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
29							
30							
31							
Monthly Totals			0	0	0	0	\$ -

WAVE TRANSIT USE ONLY			
Free Personal Miles	0	Cost	\$ -
Personal Miles @ .50	0	Due	\$ -
Total Personal Mile	0	Remitted	\$ -
Approved by:		Date	



Appendix D: Driver Agreement

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

CFPTA Vehicle Identification Number
VIN

DRIVER VANPOOL AGREEMENT WITNESSTH

WHEREAS, the Cape Fear Public Transportation Authority (AUTHORITY) and Driver's Name (DRIVER) desire to enter into this Agreement by which AUTHORITY will make available to DRIVER a van for use in carrying out this Agreement in accordance with the terms and conditions hereinafter specified; and

WHEREAS, AUTHORITY implemented a "Pilot Vanpool Program" to determine the feasibility and need for a vanpool program throughout the Southeastern North Carolina region; and

WHEREAS, AUTHORITY determined the need and has transitioned out of the pilot phase of the vanpool program into an established vanpool program through fleet expansion; and

WHEREAS, AUTHORITY holds title for the vehicles to be used in the vanpool program which are available to eligible drivers for the carrying out of the said Wave Pool vanpool program;

NOW, THEREFORE, for and in consideration of the promises and other goods and valuable consideration set forth herein, the AUTHORITY and DRIVER hereby agree as follows:

- 1. EFFECTIVE DATE** This agreement shall become effective on the date of its execution by AUTHORITY, said date being set out on the signature page adjacent to the signature of the AUTHORITY representative executing this document.
- 2. TERM** The term of this agreement shall be on a month-to-month basis unless terminated upon a thirty (30) day notice or according to the other terms specified herein.
- 3. FARES** Under the terms of this Agreement, fares are based on fixed, operational and depreciation expenses associated with the van's total monthly mileage. Monthly fares are based on a rate of forty two cents (\$0.42) per mile. Fares are payable to the DRIVER for which the passenger is a member of the vanpool. Fares are not pro-rated and the monthly fare is fixed regardless of a passenger's utilization of the vanpool. Fares for the DRIVER are waived as part of this agreement. Monthly fares are payable to Wave Transit on or before the tenth (10th) business day of every month.
- 4. PAYMENT BY DRIVER** DRIVER agrees to pay to AUTHORITY by the tenth (10th) business day of each month. DRIVER will pay AUTHORITY a sum of five dollars (\$5.00) as a late fee for any payments due to the AUTHORITY that are not made by the fifteenth (15th) business day of each month, and a twenty-five (\$25.00) fee for any check given by DRIVER to AUTHORITY which is returned for insufficient funds or other reason. DRIVER will deposit with AUTHORITY, the sum of one-hundred dollars (\$100.00) as a security deposit for the faithful performance by the DRIVER of this Agreement, said sum to be returned to DRIVER upon the termination of this Agreement if DRIVER is current with all payments to AUTHORITY as of the date of termination. It is also agreed that the FARE will be reviewed annually for potential modification.
- 5. OUT OF POCKET EXPENSES** AUTHORITY agrees to credit DRIVER for out-of-pocket expenses in connection with the use of said van, which include gas, oil and other items necessary for the safe and efficient operation of the van purchased by DRIVER for use in said van, said expenses to be substantiated by receipt, and said payments to be an offset against amounts due to AUTHORITY pursuant Section 3 of this Agreement. AUTHORITY agrees to provide access to fueling sites which allow DRIVER to fuel the van with billing to be sent to AUTHORITY for remittance to gas distributor/dealer. Fleet fueling cards will be issued to DRIVER and shall be used in situations in which a fueling depot is unavailable. DRIVER will submit all receipts from the fleet fueling card to the AUTHORITY at the close of

the month. DRIVER is responsible for all charges incurred on fleet fueling card. AUTHORITY agrees to provide maintenance for the vehicle.

6. **FORMATION OF VANPOOLS** AUTHORITY agrees to assist DRIVER in forming and maintaining a vanpool and to render other administrative assistance in connection with the program. The extent of such assistance shall be determined by AUTHORITY.
7. **DRIVER ELIGIBILITY REQUIREMENTS** DRIVER agrees to authorize AUTHORITY to obtain a certified copy of his/her driving record from the Division of Motor Vehicles of the North Carolina Department of Transportation, and must certify to AUTHORITY that he/she does not have more than three points on his/her driving record, no Driving While Impaired (DWI) or Driving Under the Influence (DUI) convictions, has not been convicted of more than one (1) moving violation under the motor vehicle laws of any state and has not been convicted of any criminal offense arising out of the operation of a motor vehicle in violation of the criminal laws of any state within the immediate past three (3) years and none in the last year. DRIVER must have a valid Class C driver's license to drive the van. DRIVER shall complete a vanpool driver application and an in-house training session before being eligible to operate the van. DRIVER shall immediately notify AUTHORITY upon receipt of any moving violation or criminal charge involving a motor vehicle, regardless if AUTHORITY vehicle is involved.
8. **SCHEDULE AND ROUTE OF VANPOOL** DRIVER agrees to operate the van for the purpose of transporting persons from their designated pickup point to their place of employment, and from their place of employment to their pick up point, and must operate in accordance with route and other regulations prescribed by AUTHORITY and will operate on a schedule approved by AUTHORITY. PERSONAL MILES are limited to a fifty (50) mile radius of Brunswick, New Hanover and Pender counties.
9. **PERSONAL USE** DRIVER shall be permitted to use the van for personal use (that is, other than transporting riders to and from employment), but such personal use shall be limited to a maximum of 300 miles per month. PERSONAL MILES up to one-hundred shall be allowed by AUTHORITY at no cost to the DRIVER. DRIVER will pay to AUTHORITY a sum equal to fifty cents (\$.50) per mile for each mile in excess of 150 miles during any calendar month that said van is driven by DRIVER for reasons other than the transportation of DRIVER and passengers to and from employment (PERSONAL MILES).
10. **PASSENGERS** DRIVER must obtain and maintain throughout the existence of the Agreement, a reasonable number of paying passengers. AUTHORITY agrees to assist DRIVER in maintaining a reasonable number of fare paying passengers.
11. **VEHICLE OPERATION** DRIVER shall operate the van in accordance in a reasonable and safe manner within the laws of the State of North Carolina. DRIVER shall deliver vehicle to AUTHORITY for maintenance inspection upon each 6,000 miles of travel at a location to be determined by the AUTHORITY. DRIVER must have prior approval from AUTHORITY prior to undertaking repair or corrective work. DRIVER is required to keep the van in a clean condition, inside and outside and shall check fluid levels and tire pressures on a weekly basis at a minimum.
12. **PARKING** DRIVER shall provide secure off-street parking for the van when it is not in use.
13. **VEHICLE RECORDS** DRIVER shall maintain and furnish AUTHORITY such records as AUTHORITY prescribes. All such records shall be maintained in the manner, and presented at the time, prescribed by AUTHORITY.
14. **ALTERNATE DRIVER A SECONDARY DRIVER**, meeting the same qualifications as those prescribed for a DRIVER in this Agreement, shall be responsible for carrying out the requirements of this Agreement on behalf of the DRIVER at such times as the DRIVER is not available. SECONDARY DRIVER shall stand in the place of DRIVER when performing for the DRIVER pursuant to this Agreement. Any personal miles driven by a SECONDARY DRIVER shall be counted as a part of the 300 miles maximum provided for the Driver. All payments to and from the DRIVER and to and from AUTHORITY, shall be made as if all miles during any given month were driven by the DRIVER, with the understanding that the DRIVER will collect from, and reimburse to, the SECONDARY DRIVER on the same basis as if the payments were being made to and from the DRIVER.
15. **AUTHORIZED USERS** Only the DRIVER or SECONDARY DRIVER is permitted to operate the van, except under emergency conditions or with the express approval of the AUTHORITY.

- 16. **VEHICLE FOR HIRE PROHIBITED** DRIVER is prohibited from transporting any groups or any persons for hire except vanpool passengers.
- 17. **VEHICLE BREAKDOWN** In the event of a breakdown, AUTHORITY will provide alternate transportation.
- 18. **PROHIBITIONS** DRIVER shall prohibit the use or possession or transportation of any weapon, firearm, alcoholic beverage or any drug or other substance in violation of law within the vanpool vehicle. Smoking, tobacco use, and the use of electronic cigarettes are prohibited in AUTHORITY vehicles. DRIVER will not permit the use of the vehicle to pull trailers, and no trailer hitches, temporary or permanent, are to be attached to the van. Vehicle is to be driven only on hard-surfaced public streets and highways, and other normal access roads and driveways, and is not to be driven and such places or in such manner as to expose the vehicle to unsafe conditions. The vehicle is not to be driven over bridges or roads posted for a maximum weight of 3 tons or less.
- 19. **ACCIDENT REPORTING** DRIVER is responsible for promptly reporting any accident involving a bodily injury or property damage, the reporting to be in accordance with the procedures outlined in the Operations Manual to be kept in the van at all times. DRIVER or SECONDARY DRIVER shall be responsible for any damage to the extent that said damage is not recoverable from insurance, up to a maximum of one thousand dollars (\$1000.00), and shall be fully responsible for any criminal acts arising out of the use of the van.
- 20. **TERMINATION** AUTHORITY may terminate this Agreement without cause, or for cause, including a failure to comply with any provision, at its discretion. Any failure of AUTHORITY to require compliance with any provision of this Agreement shall not be interpreted as a waiver thereof, and shall not prevent AUTHORITY from enforcing or requiring compliance with such provision or requirement at any future date.
- 21. **AMERICANS WITH DISABILITIES ACT** DRIVER shall comply with the provisions of the Americans with Disabilities Act (ADA). DRIVER hereby agrees to indemnify AUTHORITY from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of DRIVER, its subcontractors, agents, successors, assigns, officers or employees to comply with provisions of the ADA.
- 22. **HOLD HARMLESS** DRIVER hereby agrees to indemnify and hold harmless AUTHORITY, its officers, agents and employees against all claims, actions, lawsuits and demands, including reasonable attorney fees, made by anyone for any damages, loss or injury of any kind, resulting from the negligent acts or omissions of DRIVER.
- 23. **REFERENCE** All references herein to DRIVER shall be deemed to include SECONDARY DRIVER with the understanding that the financial arrangement shall be between AUTHORITY and DRIVER with the financial arrangements between DRIVER and the SECONDARY DRIVER being a matter for settlement between those two parties.

IN WITNESS WHEREOF, this agreement has been executed by the AUTHORITY under approval of its Executive Director or his/her designee, its corporate seal to be hereto affixed, and DRIVER and is effective the date and year first written below.

This the _____ day of _____, 20____

CAPE FEAR PUBLIC TRANSPORTATION AUTHORITY

(seal)

By

_____ title _____

Title

DRIVER

ATTEST

By _____



ATTEST

By

APPROVED AS TO FORM

This Instrument has been pre-audited in the Manner required by the Local Government Budget and Fiscal Control Act.

Andrew W. Olsen, Counsel

Joseph Minnini, CPA, Director of Finance

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, _____, a Notary Public in and for the State of North Carolina and the county aforesaid, certify that _____ came before me this day and acknowledged that he/she is _____ of the Cape Fear Public Transportation Authority, and that by authority duly given the foregoing instrument was signed in its name by _____, its _____, sealed with its corporate seal and attested by him/herself as _____.

WITNESS my hand and official seal, this _____ day of _____, 20_____.

Notary Public

My Commission Expires: _____

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

On this _____ day of _____, 20____, personally appeared before me, the said named _____ to me known and known to me to be the person described in and who executed the foregoing instrument and he (or she) acknowledged that he (or she) executed the same.

WITNESS my hand and official seal, this _____ day of _____, 20_____.

Notary Public

My Commission Expires: _____



Appendix E: Company Agreement

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

CFPTA Vehicle Identification Number
VIN

COMPANY VANPOOL AGREEMENT

WITNESSTH

WHEREAS, the Cape Fear Public Transportation Authority (AUTHORITY) and Company (COMPANY) desire to enter into this Agreement by which AUTHORITY will make available to COMPANY a van for use in carrying out this Agreement in accordance with the terms and conditions hereinafter specified; and

WHEREAS, AUTHORITY implemented a "Pilot Vanpool Program" to determine the feasibility and need for a vanpool program throughout the Southeastern North Carolina region; and

WHEREAS, AUTHORITY determined the need and has transitioned out of the pilot phase of the vanpool program into an established vanpool program through fleet expansion; and

WHEREAS, AUTHORITY holds title for the vehicles to be used in the vanpool program which are available to eligible companies for the carrying out of the said Wave Pool vanpool program;

NOW, THEREFORE, for and in consideration of the promises and other goods and valuable consideration set forth herein, the AUTHORITY and COMPANY hereby agree as follows:

- 1. EFFECTIVE DATE** This agreement shall become effective on the date of its execution by AUTHORITY, said date being set out on the signature page adjacent to the signature of the AUTHORITY representative executing this document.
- 2. TERM** The term of this agreement shall be on a month-to-month basis unless terminated upon a thirty (30) day notice or according to the other terms specified herein.
- 3. FARES** Under the terms of this Agreement, fares are based on fixed, operational and depreciation expenses associated with the van's total monthly mileage. Monthly fares are based on a rate of forty two cents (\$0.42) per mile. Fares are payable to the DRIVER for which the passenger is a member of the vanpool. Fares are not prorated and the monthly fare is fixed regardless of a passenger's utilization of the vanpool. Fares for the DRIVER are waived as part of this agreement. Monthly fares are payable to Wave Transit on or before the tenth (10th) business day of every month.
- 4. PAYMENT BY COMPANY** COMPANY agrees to pay to AUTHORITY by the tenth (10th) business day of each month. COMPANY will pay AUTHORITY a sum of five dollars (\$5.00) as a late fee for any payments due to AUTHORITY that are not made by the fifteenth (15th) business day of each month, and a twenty-five (\$25.00) fee for any check given by COMPANY to AUTHORITY which is returned for insufficient funds or other reason. COMPANY will deposit with AUTHORITY, the sum of one-hundred dollars (\$100.00) as a security deposit for the faithful performance by the COMPANY of this Agreement, said sum to be returned to COMPANY upon the termination of this Agreement if COMPANY is current with all payments to AUTHORITY as of the date of termination. It is agreed that the FARE will be reviewed annually for potential modification.
- 5. OUT OF POCKET EXPENSES** AUTHORITY agrees to credit DRIVER for out-of-pocket expenses in connection with the use of said van, which include gas, oil and other items necessary for the safe and efficient operation of the van purchased by DRIVER for use in said van, said expenses to be substantiated by receipt, and said payments to be an offset against amounts due to AUTHORITY pursuant Section 3 of this Agreement. AUTHORITY agrees to provide access to fueling sites which allow DRIVER to fuel the van with billing to be sent to AUTHORITY for remittance to gas distributor/dealer. Fleet fueling cards will be issued to DRIVER and shall be used in situations in which a fueling depot is unavailable. DRIVER will submit all receipts from the fleet fueling card to the AUTHORITY at the close of

the month. DRIVER is responsible for all charges incurred on fleet fueling card. AUTHORITY agrees to provide maintenance for the vehicle.

6. **FORMATION OF VANPOOLS** AUTHORITY agrees to assist COMPANY in forming and maintaining a vanpool and to render other administrative assistance in connection with the program. The extent of such assistance shall be determined by AUTHORITY.
7. **DRIVER ELIGIBILITY REQUIREMENTS** COMPANY agrees to designate a primary driver and secondary driver (DRIVERS) who shall authorize AUTHORITY to obtain a certified copy of his/her driving record from the Division of Motor Vehicles of the North Carolina Department of Transportation. DRIVERS must certify to AUTHORITY that he/she does not have more than three points on his/her driving record, no Driving While Impaired (DWI) or Driving Under the Influence (DUI) convictions, has not been convicted of more than one (1) moving violation under the motor vehicle laws of any state and has not been convicted of any criminal offense arising out of the operation of a motor vehicle in violation of the criminal laws of any state within the immediate past three (3) years and none in the last year. DRIVER must have a valid Class C driver's license to drive the van. DRIVERS shall complete a vanpool driver application and an in-house training session before being eligible to operate the van. DRIVERS shall immediately notify AUTHORITY upon receipt of any moving violation or criminal charge involving a motor vehicle, regardless if AUTHORITY vehicle is involved.
8. **SCHEDULE AND ROUTE OF VANPOOL** COMPANY agrees to operate the van for the purpose of transporting persons from their designated pickup point to their place of employment, and from their place of employment to their pick up point, and must operate in accordance with route and other regulations prescribed by AUTHORITY and will operate on a schedule approved AUTHORITY. PERSONAL MILES are limited to a fifty (50) mile radius of Brunswick, New Hanover and Pender counties.
9. **PERSONAL USE** Upon approval of COMPANY, DRIVERS may be permitted to use the van for personal use (that is, other than transporting riders to and from employment), but such personal use shall be limited to a maximum of 300 miles per month. PERSONAL MILES up to one-hundred shall be allowed by AUTHORITY at no cost to the COMPANY. COMPANY will pay to AUTHORITY a sum equal to fifty cents (\$.50) per mile for each mile in excess of 150 miles during any calendar month that said van is driven by DRIVERS for reasons other than the transportation of DRIVERS and passengers to and from employment (PERSONAL MILES).
10. **PASSENGERS** COMPANY must obtain and maintain throughout the existence of the Agreement, a reasonable number of paying passengers. AUTHORITY agrees to assist COMPANY in maintaining a reasonable number of fare paying passengers.
11. **VEHICLE OPERATION** COMPANY shall operate the van in accordance in a reasonable and safe manner within the laws of the State of North Carolina. COMPANY shall deliver vehicle to AUTHORITY for maintenance inspection upon each 6,000 miles of travel at a location to be determined by the AUTHORITY. COMPANY must have prior approval from AUTHORITY prior to undertaking repair or corrective work. COMPANY is required to keep the van in a clean condition, inside and outside and shall check fluid levels and tire pressures on a weekly basis at a minimum.
12. **PARKING** COMPANY shall provide secure off-street parking for the van when it is not in use.
13. **VEHICLE RECORDS** COMPANY shall maintain and furnish AUTHORITY such records as AUTHORITY prescribes. All such records shall be maintained in the manner, and presented at the time, prescribed by AUTHORITY.
14. **AUTHORIZED USERS** Only DRIVERS on file with AUTHORITY are permitted to operate the van, except under emergency conditions or with the express approval of the COMPANY and AUTHORITY.
15. **VEHICLE FOR HIRE PROHIBITED** COMPANY is prohibited from transporting any groups or any persons for hire except vanpool passengers. Use of the vehicle for COMPANY sponsored events is allowable but will incur additional costs as PERSONAL MILES.
16. **VEHICLE BREAKDOWN** In the event of a breakdown, AUTHORITY will provide an alternate van.

- 17. **PROHIBITIONS** COMPANY shall prohibit the use or possession or transportation of any weapon, firearm, alcoholic beverage or any drug or other substance in violation of law within the vanpool vehicle. Smoking, the use of electronic cigarettes and tobacco use are prohibited in AUTHORITY vehicles. COMPANY will not permit the use of the vehicle to pull trailers, and no trailer hitches, temporary or permanent, are to be attached to the van. Vehicle is to be driven only on hard-surfaced public streets and highways, and other normal access roads and driveways, and is not to be driven and such places or in such manner as to expose the vehicle to unsafe conditions. The vehicle is not to be driven over bridges or roads posted for a maximum weight of 3 tons or less.
- 18. **ACCIDENT REPORTING** COMPANY is responsible for promptly reporting any accident involving a bodily injury or property damage, the reporting to be in accordance with the procedures outlined in the Operations Manual to be kept in the van at all times. COMPANY shall be responsible for any damage to the extent that said damage is not recoverable from insurance, up to a maximum of one thousand dollars (\$1000.00), and shall be fully responsible for any criminal acts arising out of the use of the van.
- 19. **TERMINATION** AUTHORITY may terminate this Agreement without cause, or for cause, including a failure to comply with any provision, at its discretion. Any failure of AUTHORITY to require compliance with any provision of this Agreement shall not be interpreted as a waiver thereof, and shall not prevent AUTHORITY from enforcing or requiring compliance with such provision or requirement at any future date.
- 20. **AMERICANS WITH DISABILITIES ACT** COMPANY shall comply with the provisions of the Americans with Disabilities Act (ADA). COMPANY hereby agrees to indemnify AUTHORITY from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of COMPANY, its subcontractors, agents, successors, assigns, officers or employees to comply with provisions of the ADA.
- 21. **HOLD HARMLESS** COMPANY hereby agrees to indemnify and hold harmless AUTHORITY, its officers, agents and employees against all claims, actions, lawsuits and demands, including reasonable attorney fees, made by anyone for any damages, loss or injury of any kind, resulting from the negligent acts or omissions of COMPANY.

IN WITNESS WHEREOF, this agreement has been executed by the AUTHORITY under approval of its Executive Director or his/her designee, its corporate seal to be hereto affixed, and DRIVER and is effective the date and year first written below.

This the _____ day of _____, 20____

(seal)

CAPE FEAR PUBLIC TRANSPORTATION AUTHORITY

By _____

_____ title _____

Title



ATTEST

By _____

COMPANY

ATTEST



By

APPROVED AS TO FORM

This Instrument has been pre-audited in the Manner required by the Local Government Budget and Fiscal Control Act.

Andrew W. Olsen, Counsel

Joseph Minnini, CPA, Director of Finance

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, _____, a Notary Public in and for the State of North Carolina and the county aforesaid, certify that _____ came before me this day and acknowledged that he/she is _____ of the Cape Fear Public Transportation Authority, and that by authority duly given the foregoing instrument was signed in its name by _____, its _____, sealed with its corporate seal and attested by him/herself as _____.

WITNESS my hand and official seal, this _____ day of _____, 20_____.

Notary Public

My Commission Expires: _____

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

On this _____ day of _____, 20____, personally appeared before me, the said named _____ to me known and known to me to be the person described in and who executed the foregoing instrument and he (or she) acknowledged that he (or she) executed the same.

WITNESS my hand and official seal, this _____ day of _____, 20_____.

Notary Public

My Commission Expires: _____

Appendix F: Accident Report

WAVE POOL ACCIDENT REPORT

Today's Date: _____

Van Operator's Information

Name _____ Date of birth: _____

Address _____ City _____ Zip _____

Home phone _____ Mobile phone _____

Driver License No. _____ Issue State _____ Expiration _____

ACCIDENT INFORMATION

Date of Accident: _____ Time of Accident: _____ am/pm

Was there another vehicle involved? Yes/No (if so please include information below)

Type of accident: _____

Exact location of accident _____

Landmarks _____

Weather Clear: _____ if not explain: _____

Light Daylight: _____ if not explain: _____

Road surface Dry: _____ if not explain: _____

Before the accident what was your vehicle doing? _____

Speed of your vehicle: _____

Did you give any warning? _____ If so what type? _____

Describe in your words what happened before, during and after the accident: use additional sheet if necessary



INJURED/PROPERTY DAMAGE

Name, Address and Phone # of Injured/Property Owner

Witnesses Name, Address and Phone # (Please include witness cards)

How many passengers in your vehicle? _____

Were there any injuries to your passengers? _____ If yes please describe

Were there injuries to the other driver? _____ If yes please describe _____

Describe the damaged to your vehicle _____



Describe the damaged to the other vehicle/property _____

If Police were present at time of accident, please fill out the following.

Police Department: _____

Officer Name: _____ Officer Badge/Case # (if available): _____

Were you cited for the accident? _____ If yes please include a copy of citation.

Please make sure you enclose the Driver Exchange form from officer

Signature: _____

Printed Name: _____ Date _____

Appendix G: Accident Waiver



ACCIDENT WAIVER OF MEDICAL ASSISTANCE

I, _____, am/was a passenger on the Wave Pool Van service and was involved in an accident on Van # _____. The van driver has offered to make arrangements for me to be transported to a medical facility, at no cost to me. However, I have refused medical assistance at this time. I further hereby release any claims against Wave Transit, their officers or employees, or the van driver. My signature indicates that I understand and freely waive this offer of assistance.

Signature _____ Date _____

Van Operator _____ Date _____

Time _____ AM/PM Date _____

Appendix H: Emergency Contact Information

In the event you experience an emergency after hours, 8:00 a.m. – 5:00 p.m., that requires assistance from Wave Transit, please call the following:

Remember to give the phone operator detailed information on location of accident and the known extent of injuries.

Wilmington Police - non emergency
910-452-6120

New Hanover County Sheriff - non emergency
910-798-4200

Wave Transit Contacts:

Dispatch Office
910-202-2036

Maintenance/Shop
910-202-2044

Megan Matheny
Director of Planning and Development
910-343-0106

Jean Smith
Director of Operations
910-343-0106