

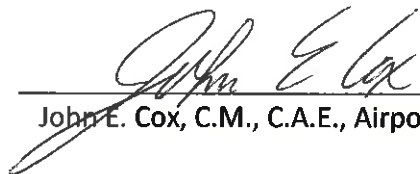
SELF-FUELING POLICY

Rules and Regulations

PRESCOTT MUNICIPAL AIRPORT
ERNEST A. LOVE FIELD
PRESCOTT, ARIZONA



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Contents

PURPOSE 2

DEFINITIONS..... 2

APPLICATION OF RULES & REGULATIONS..... 3

STANDARDS..... 4

FUEL SERVICE EQUIPMENT, VEHICLES and FUEL STORAGE 6

AIRCRAFT AND SELF-FUELING EQUIPMENT OWNERSHIP 8

FUEL DISPENSING..... 8

INDEMNIFICATION AND INSURANCE..... 10

APPLICATION PROCESSING 13

APPLICATION DENIAL & APPEAL 14

TERMINATION OF SELF-FUELING AGREEMENT 15

TERMS OF AGREEMENT 15

RECORDS AND AUDITING..... 15

FEES..... 16

ENVIRONMENTAL COMPLIANCE..... 17

Exhibit A 19

Exhibit B 20

PURPOSE

These Rules & Regulations govern Self-Fueling Agreements at Prescott Municipal Airport for Commercial Operators. These Rules & Regulations are designed and intended to promote a safe operating environment for those persons engaged in self-fueling activities and all airport users. The information and requirements defined in these Rules & Regulations for the transportation, storage, dispensing of and other handling of aviation fuel shall comply with and have been derived from the City of Prescott Fire Code, FAA Advisory Circular 150/5230-4, FAA Order 5190.6B and other applicable federal, state and local laws, as amended, and standard industry policies including but not limited to National Fire Protection Code 407 (NFPA 407) as modified, the American Society of Testing Materials (ASTM), and the American Petroleum Institute (API). All amendments to these documents shall be considered as included in, and all definitions shall be interpreted on the basis and in consideration of, the intentions of these documents.

These Rules & Regulations are incorporated into all Self-fueling Agreements.

DEFINITIONS

Agreement means the “Self Fueling Agreement” entered into with the City of Prescott and Aircraft Operators. All Self Fueling Agreements contain and incorporate these Rules and Regulations for Self-Fueling for Aircraft Operators.

Agreement Holder means a person or entity that has a signed Self Fueling Agreement incorporating the Rules and Regulations with the City of Prescott.

Airport means the Prescott Municipal Airport.

Airport Administration means the City of Prescott appointed Airport Manager or designated employees of the City of Prescott, Airport Department.

Aviation gasoline means any fuel suitable for use in aviation reciprocating engines to include 80/87, 100, 100LL and 120 octane and all types of motor gasoline. Fuel specifications are provided in ASTM Specification D 910 as modified and Military Specification MIL-G-5572 as modified for aviation fuels.

City means the City of Prescott.

Operator means every lessee, licensee, or other person, firm or corporation exercising a right or privilege on the Airport pursuant to a Self-Fueling Agreement and including heirs, agents or personal representatives. A Commercial Operator is a business, concession or service that provides goods or services to any person for compensation. An Operator is considered a

commercial operator regardless of whether the business is for profit, nonprofit, not-for profit, charitable, or tax exempt.

Fueling means the storage, transfer and/or handling of fuel or fuel waste and byproduct at the Airport.

Fuel Handler means the Agreement Holder or bona fide employee authorized to store, transfer and/or handle fuel at the Airport in quantities greater than one hundred (100) U.S. gallons.

Fuel Storage means fuel storage tank (fixed or mobile), fuel caddy, fuel vehicle or other method of storage or containing fuel to be used in a self fueling operation.

Jet A means any kerosene-based aviation fuel meeting ASTM Specification D 1655 as modified and Military Specifications MIL-T-5624P and MIL-T-5624L (Grade JP-4, JP-5 and JP-8) as modified used for commercial and military turbojet and turboprop aircraft engines.

Personnel mean bona fide employees of the self-fueling Agreement Holder.

Premises mean the leasehold or site occupied by Agreement Holder pursuant to the lease, license or any other agreement approved by and on file with the City of Prescott.

Release means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping.

Spill Prevention, Control and Countermeasure (SPCC) Plan means the document required by Title 40, Code of Federal Regulations, Section 112 that details the equipment, workforce, procedures and steps to prevent, control and provide adequate countermeasures to a discharge.

SWPPP means Storm Water Pollution Prevention Plan.

APPLICATION OF RULES & REGULATIONS

- A. Any person or entity authorized by the Airport Administration to perform self-fueling operations at the Airport (hereinafter referred to as "Agreement Holder") shall comply with all applicable requirements concerning such activities as set forth in this Rules & Regulations and any amendments thereto. All Agreement Holder's are encouraged to exceed the minimum standards contained in this Rules & Regulations in the conducting their self-fueling activities
- B. These Rules & Regulations and any amendments thereto, are deemed to be a part of each Self-Fueling Agreement unless any such provisions are amended or modified by the Airport

Administration. The mere omission of any particular standard from the written Agreement shall not constitute a waiver or modification of such standard in the absence of clear and convincing evidence that the Airport Administration intended to waive or modify such standard.

- C. A third party, such as an oil company, is prohibited from entering the Airport and refueling the Agreement Holder's aircraft.
- D. Self-Fueling Co-Ops are prohibited. A co-op is defined as any organization of two or more aircraft owners formed for the purpose of self-fueling.
- E. An Agreement Holder or Commercial Operator cannot designate an independent commercial operator, as an agent of the Agreement Holder, in an attempt to circumvent these Rules & Regulations. – i.e. BusinessX cannot have BusinessY be an agent of BusinessX for self fueling.
- F. The draining and re-dispensing of the same drained fuel associated with owner performed maintenance as permitted by FAR Part 43 is not considered a self-fueling activity under these Rules & Regulations.
- G. During emergency conditions the Airport Administration may waive or modify any portion of these Rules & Regulations for the benefit of any governmental agency or governmental contractor performing emergency public services, fire protection or fire-fighting operations so long as such waiver or modification does not, in the opinion of the Airport Administration, compromise the safe and efficient use of the Airport. The Airport Administration may accept such documentation as may be issued or acceptable by another governmental entity for determining compliance with these Rules & Regulations.

STANDARDS

- A. Except as may be prohibited by other provisions of these Rules & Regulations and any other applicable law, owners of one or more aircraft who desire to conduct self-fueling activities must apply for and sign a Self-Fueling Agreement from the Airport Administration prior to the performance of any self-fueling activities. Any Flying Club wishing to self-fuel must sign a Self-fueling Agreement in the name of the Flying Club prior to self-fueling.
- B. Agreement Holder's dispensing activities shall consist of and be limited to self-fueling by the Agreement Holder or its personnel of aircraft and fueling equipment which the Agreement Holder owns or exclusively leases for its own use for one (1) year or more. Agreement Holder shall notify the Airport Administration of, and provide updated proof of ownership documentation reflecting any changes in status of ownership of any fueling equipment or aircraft within ten (10) business days of such transaction.

- C. An Operator desiring to self-fuel must memorialize fuel maintain a minimum of one (1) ten thousand (10,000) gallon above ground tank on the premises meeting all requirements within these Rules & Regulations, and in accordance with all applicable laws, rules, and regulations of the federal government, the State of Arizona and all other governmental bodies having jurisdiction, including, but not limited to, the regulations of the FAA, the U.S. Department of Transportation; OR fuel must be purchase arrangements through a written contract approved by the City through the public fuel service provider (Fixed Base Operator FBO). These alternative arrangements to the above requirement must be memorialized through a written contract approved by the City.
- D. Agreement Holder shall engage in fueling activities only in accordance with all applicable laws, rules, and regulations of the federal government, the State of Arizona, and all other governmental bodies having jurisdiction, including, but not limited to, the regulations of the FAA, the U.S. Department of Transportation, and the airport owner.
- E. Agreement Holder or its personnel must transport and dispense the Agreement Holder's own products.
- F. Fueling is permitted into approved aircraft and ground service equipment only. Fueling of non-aviation vehicles including jet skis, boats, automobiles, recreational vehicles, all-terrain vehicles, and sand rails shall not be permitted.
- G. Agreement Holder shall have sole responsibility for maintaining fuel quality standards in all phases of fuel dispensing operations.
- H. Unauthorized storage of fuel dispensing equipment is not permitted on Airport property.
- I. Commercial dispensing of fuel products for sale under this Agreement is prohibited.
- J. Self-fueling shall be allowed only after the Agreement Holder and/or its personnel have completed an FAA approved fuel-handling training course (i.e. NATA Professional Line Service Technician, Chevron, AvFuel, etc.). All qualified Fuel Handlers are required to be recertified every twenty-four (24) consecutive calendar months and the Agreement Holder must provide written documentation to the Airport Administration that refresher training of personnel has been completed. In addition all Fuel Handlers must complete hands-on fire extinguisher training once every 12 consecutive months.
- K. Any personnel operating a mobile fuel vehicle shall successfully complete mandatory PRC Airfield Driver Training provided by the Airport Administration. Training shall be completed before commencement of fueling activities that utilize the mobile fuel vehicle. Recurrent training must be completed once every 12 consecutive calendar months.

- L. Agreement holder shall not assign the Agreement. Any attempt to assign, sell, transfer or encumber the Agreement shall be grounds for immediate termination of the Agreement. It is specifically stipulated and agreed the Agreement Holder will not assign any of the rights herein whereby other Commercial Operators share in the privileges or services authorized in the Agreement, or allow other Commercial Operators to dispense fuel under the Agreement.
- M. The Agreement holder shall, at its sole cost and expense, pay any and all taxes, which now or in the future may be assessed against the fuel, premises, improvements thereto, or otherwise assessed based upon this Agreement.
- N. Agreement Holder acknowledges that nothing contained in the Agreement shall be construed to grant or authorize the granting of an exclusive right. Agreements are non-exclusive and nothing herein shall prohibit the City from permitting other users to enter into similar Agreements with the City and the City expressly reserves the right to do so.
- O. If any of the terms, rules, regulations or restrictions contained is ruled invalid or unenforceable by any court or agency of competent jurisdiction, then the remaining terms, rules, regulations or restrictions shall remain in force and effect.
- P. Any rights herein granted to the Agreement Holder are subordinate and/or junior to any rights of the Federal Government concerning the City's ownership, management and operation of the airport including, but not limited to, any rights accruing to the Federal Government as a condition of federally assisted grant programs accepted by the City.

FUEL SERVICE EQUIPMENT, VEHICLES and FUEL STORAGE

- A. Prior to the first use of fueling equipment on the Airport, the Agreement Holder shall present such equipment for inspection and approval by the Airport Administration, and other federal, state and local regulators, as appropriate. Agreement Holder shall only utilize fuel service equipment that has been approved by the Airport Administration. Use of equipment not approved by the Airport Administration will result in immediate revocation of this Agreement.
- B. Agreement Holder shall, at its own expense, maintain and keep its fuel service equipment in a safe, serviceable and non-leaking operating condition.
- C. Agreement Holder shall give the Airport Administration and other regulating agencies access to self-fueling equipment on the Airport for the purpose of inspecting the equipment. Fuel storage and dispensing records shall be subject to inspection by the Airport Administration, with or without notice. Such inspections may include but not be limited to taking meter readings, and reviewing and inspecting fuel storage records, fueling

apparatus, training records, emergency equipment, and any and all material for safe fuel handling.

- D. Airport Administration shall require Agreement Holder to take immediate corrective action whenever the Airport Administration becomes aware of any non-compliance with fueling standards. Agreement Holder shall undertake such corrective action immediately upon notice thereof. The Agreement Holder shall cease fueling operations until any equipment malfunction or other discrepancy so noted is corrected to the satisfaction of the Airport Administration.
- E. All fueling equipment shall be metered with approved dispensing meters. Meters shall be calibrated annually and sealed in accordance with State of Arizona requirements.
- F. Fuel Storage must meet all applicable local, state and federal laws, rules, regulations and policies, including but not limited to NFPA, DOT, City, State and Federal rules and laws, and meet current industry standards.
- G. It is the responsibility of the Agreement Holder to ensure that all equipment conforms to and is in compliance with all standards and regulations, federal, state and local. The City has the right to request, in writing, all documentation evidencing compliance with the standards and regulations. Failure of the Agreement Holder to provide such documentation within ten (10) business days, of the request from the City, shall be deemed a material breach of these Rules & Regulations and shall subject the Agreement Holder to immediate termination.
- H. Positive control of fuel flow must be maintained at all times. Operations pouring fuel over wing are not permitted.
- I. All mobile fuel vehicles shall operate within designated areas or routes as specified and approved by the Agreement with the Airport Administration. Failure to comply with these routes or areas of operation may result in suspension or revocation of the vehicle operator's Airfield Driving credentials and/or suspension and/or revocation of the Agreement Holder's self-fueling agreement.
- J. All mobile fuel vehicles shall be stored with proper secondary containment measures employed to prevent and/or reduce any leaked or spilled materials from entering the storm water system. Mobile fuel storage must be in a location approved by the Airport Administration and attached to the Agreement.
- K. All fuel deliveries made to any fuel storage on the airport will be made via route(s) approved by the Airport Administration, and attached to the Agreement. Delivery vehicles must be escorted by Agreement Holder. Agreement holder and delivery organization accept all responsibility and liability for traversing the approved route(s). Failure to comply

with these routes or areas of operation may result in suspension or revocation of said Agreement.

AIRCRAFT AND SELF-FUELING EQUIPMENT OWNERSHIP

- A. The aircraft being fueled, and all equipment used to fuel said aircraft, must be owned or used under an exclusive lease agreement by the Agreement Holder.
- B. Documentation to prove ownership of aircraft and fuel storage will be submitted with the application for Self-fuel Agreement and kept current for the duration of the Agreement. Agreement Holder shall notify the Airport Administration, and provide updated proof of ownership documentation reflecting any changes in status of ownership of aircraft or self-fueling equipment within ten (10) business days. If as a result of the change in ownership, the Agreement Holder no longer has any aircraft identified in the Agreement said Agreement will automatically terminate in ninety (90) days, unless Agreement Holder notifies the Airport Administration of replacement aircraft within the ninety (90) days.

FUEL DISPENSING

- A. Self-fueling operations are restricted to the Agreement Holder's Premises in accordance with established fuel service rules, regulations and policies as contained in these Self-fueling Rules and Regulations. Self-fueling must occur on a paved surface and not within twenty-five (25) feet of a hangar or other covered structure.
- B. Prior to making any fueling connection to the aircraft, the fueling equipment shall be bonded to the aircraft by use of cable, thus providing a conductive path to equalize the potential between the fueling equipment and the aircraft. The bond shall be maintained until fueling connections have been removed.
- C. When fueling over wing, the nozzle shall be bonded with a nozzle bond cable having a clip or plug to a metallic component of the aircraft that is mechanically connected to the tanker filler port. The bond connection shall be made before the filler cap is removed. If there is no plug receptacle or means for attaching a clip, Personnel shall touch the filler cap with the nozzle spout before removing the cap in order to equalize the static potential between the nozzle and the filler port. The spout shall be kept in constant contact with the filler neck until fueling is completed.

- D. Cell phones, radios, transmitters, receivers, or any other electrical appliances shall not be switched on or off during fueling operations. All radio equipment must be intrinsically safe per FAA requirements.
- E. In over wing fueling operations, the dead man control device shall be located on the nozzle. Hold-open devices are prohibited for all fueling equipment.
- F. Equipment used for performing fueling functions shall not be positioned within a 10-foot radius of aircraft fuel system vent openings. During over wing aircraft fuel serving where aircraft fuel system vents are located on the upper wing surface, equipment shall not be positioned under the trailing edge of the wing.
- G. No person will smoke within one hundred (100) feet of the aircraft during any fueling operation.
- H. Open flames within one hundred (100) feet of any fuel servicing operation or fueling equipment are prohibited. This shall include but not be limited to the following:
- Lighted cigarettes, cigars or pipes;
 - Heaters;
 - Heat-producing, welding or cutting devices and blowtorches;
 - Open flame lights.
- I. Hot fueling of helicopters, except as provided under National Fire Protection Association (NFPA) regulation, are prohibited. Aircraft shall not be fueled while any aircraft engine is running except in accordance with NFPA 407 Section 5.21.2 requirements.
- J. All fuel releases must be reported to the Airport Administration and Fire Department in accordance with the Environmental Section of these Rules & Regulations, so the release can be documented and mitigated in a safe and expeditious manner.
- K. Agreement Holder must have fuel release containment of materials available prior to any fueling operation.
- L. Fueling operations will be suspended when lightning is observed within five statute miles of the airfield.
- M. Agreement Holder shall have sole responsibility for maintaining fuel service and fuel storage equipment and aviation fuel quality control standards in all phases of fuel dispensing operations. Agreement Holder shall submit and keep on file with the Airport Administration, an up-to-date copy of its aviation fuel quality control and fuel service training programs. Agreement Holder shall notify the Airport Administration of any changes within ten (10) business days.

INDEMNIFICATION AND INSURANCE

- A. **INDEMNIFICATION:** To the fullest extent permitted by law, the Agreement Holder shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Agreement Holder under the terms of this Agreement, its employees, agents, or any tier of subcontractors in the performance of the acts contemplated in this Agreement. Agreement Holder's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees that arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Agreement, including any employee of the Agreement Holder or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Agreement Holder may be legally liable.
- B. **INSURANCE:** Agreement Holder shall procure and maintain during the term of this Agreement, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work and permitted activities hereunder by the Agreement Holder, his/her/its agents, representatives, employees or subcontractors. The insurance written to cover the minimum requirements of this Agreement must be separate from the Commercial Operators premises insurance and specific for aircraft fueling.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

The City in no way warrants that the minimum limits contained herein are sufficient to protect the Agreement Holder from liabilities that might arise out of the performance of the work under this Agreement by the Agreement Holder, his/her/its agents, representatives, employees, or subcontractors. Agreement Holder is free to purchase such additional insurance as may be determined necessary.

- C. **Additional Insurance Requirements:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott shall be an additional insured to the full limits of liability purchased by the Agreement Holder even if those limits of liability are in excess of those required by this Agreement.

2. The Agreement Holder's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

- D. Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require a thirty (30) day written notice.
- E. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott Risk Management Division.
- F. Verification of Coverage: Agreement Holder shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work and permitted acts under this Agreement and remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of contract/Agreement.

All certificates required by this Agreement shall be sent directly to the Airport Administration at 6546 Crystal Lane, Prescott, AZ 86301. The City Agreement number shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

- G. Insurance Requirements - Agreement Holder shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis.

1. Commercial General Liability – Occurrence Form:

Policy shall include bodily injury, property damage, personal injury, broad form contractual liability coverage.

- General Aggregate \$ 4,000,000
- Products – Completed Operations Aggregate \$ 1,000,000
- Personal and Advertising Injury \$ 1,000,000
- Each Occurrence \$ 2,000,000
- Fire Legal Liability (Damage to Rented Premises) \$ 100,000

The policy shall be endorsed to include the following additional insured language:

"The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, the Agreement Holder ".

2. Business Automobile Liability: Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$2,000,000
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The policy shall be endorsed to include the following additional insured language:
"The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Agreement Holder."

3. Worker's Compensation and Employer's Liability:

Workers' Compensation	Statutory
Employer's Liability	
Each Accident -	\$1,000,000
Disease – each employee -	\$1,000,000
Disease – policy limit -	\$1,000,000

- H. Policy shall contain a waiver of subrogation against the City of Prescott for losses arising from work performed by or on behalf of the Agreement Holder.
- I. All insurance required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in ARS Section 20-217, a copy of which certificate is to be attached to each applicable bond or binder.
- J. Prior to commencing work under this Agreement, the Agreement Holder shall provide City with evidence that it is either a "self-insured employer" or a "carrier insured employer" for Workers' Compensation as required by ARS 23-901 et seq., or that it employs no persons subject to the requirement for such coverage.
- K. Agreement Holder shall maintain Pollution Liability covering the Agreement Holder's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of the work or services to be performed under this Agreement.
 1. Coverage shall be provided for both work performed on site, permitted uses under this Agreement, and during the transport of hazardous materials.
 2. Limits of not less than \$2,000,000 per occurrence/\$4,000,000 aggregate shall be provided.
 3. The policy must include an additional insured endorsement listing the City of Prescott, its officers, agents, employees and servants as additional insured.

APPLICATION PROCESSING

- A. Applications for Self-fueling Agreements shall be submitted to the Airport Administration (Exhibit A).
- B. The applicant shall, at a minimum, submit the following documentation with the above referenced application:
 1. Application fee;
 2. An original copy of the certificate of insurance along with the appropriate endorsement, in the types and amounts outlined herein;
 3. A list of the personnel authorized by Applicant for fueling, along with applicable training records;
 4. Proof of ownership documentation for all fuel storage and dispensing equipment, and a description of said equipment and method of dispensing fuel to be utilized in conjunction with the Agreement;
 5. A list of aircraft to be fueled under this Agreement, along with copies of applicable Federal Aviation Administration (FAA) aircraft registration certificates or aircraft lease agreements for the aircraft to be self-fueled under the Agreement;
 6. If the above mentioned equipment and/or aircraft are registered in the name of a corporation, LLC, Limited Partnership, or General Partnership, one of the following will be provided:
 - a. If registered in the name of a corporation, a copy of the Articles of Incorporation as filed with the Arizona Corporation Commission;
 - b. If registered in the name of a LLC, a copy of the Articles of Organization filed with the Arizona Corporation Commission;
 - c. If registered in the name of a limited partnership, a copy of the Certificate of Limited Partnership filed with the Arizona Secretary of State; or
 - d. If registered in the name of a general partnership, a copy of the written partnership agreement.
 7. Aviation Fuel Quality Control Plan;
 8. Fuel Service training program(s);
 9. SWPPP co-permittee application (if applicable);
 10. Fuel Storage inspection reports as may be required by ADEQ, or other permitting and/or regulating agencies;

11. Inspection reports of metering equipment in accordance with State of Arizona requirements;
12. Spill Prevention Control and Countermeasures Plan.

APPLICATION DENIAL & APPEAL

Application Denial

The Airport Administration may deny any application if it is determined that the applicant does not meet the qualifications and standards set forth in these Rules & Regulations. An application may be denied for any one of the following:

- A. The proposed activities are likely to create a safety hazard at the Airport;
- B. The activities will require the City to expend funds, or to supply labor or materials as a result of the applicant's activities, or will result in a financial loss to the Airport;
- C. The proposed activities are not consistent with the Airport's Master Plan and/or Airport Layout Plan;
- D. The proposed activities are likely to result in a congestion of aircraft or buildings, a reduction in Airport capacity, or an undue interference with Airport Operations;
- E. The applicant or any of its principals have knowingly made any false or misleading statements in the course of applying for this or any previously sought agreement;
- F. The applicant or any of its principals has a prior record of violating, including but not limited to, federal, state or local laws, these Rules & Regulations, or Federal Aviation Regulations;
- G. The applicant or any of its principals have a history in the prior twenty-four (24) months of failing to make timely payments to the City;
- H. The applicant has not submitted or is unable to submit appropriate documentation supporting the proposed activity.

Application Denial Appeal

The Applicant shall have the opportunity to appeal the denial of an Application, suspension or revocation of an Agreement by the Airport Administration subject to the following provisions:

- A. The applicant must provide written notice of appeal to the Airport Administration within ten (10) business days of said denial;

- B. The notice of appeal will be forwarded to the Airport Manager for review;
- C. A meeting will be scheduled within ten (10) business days of receipt of the notice of appeal, to allow the applicant the opportunity to provide additional information and/or documentation as to why the denial, suspension or revocation of the Agreement shall be reversed or otherwise modified;
- D. If the applicant is not present at the scheduled meeting the denial, suspension or revocation shall remain unchanged;
- E. The decision of the Airport Manager shall be final.

TERMINATION OF SELF-FUELING AGREEMENT

- A. The Self-Fueling Agreement may be cancelled by the Agreement Holder upon ten (10) days written notice.
- B. The Airport Administration may cancel the Agreement upon ten (10) days written notice for non-compliance with these Rules & Regulations, including for non-payment of associated fees.
- C. The City may terminate this Agreement immediately if the Agreement Holder fails to maintain the required insurance, or if the Agreement Holder commits any material breaches of this Agreement.

TERMS OF AGREEMENT

Any Self-Fueling Agreement shall be subject to renewal no less than every two (2) years.

RECORDS AND AUDITING

- A. Agreement Holder shall provide copies of all tests and reports require by Federal, State, County and local laws, monthly fuel inventory reconciliation reports listing the type and amount of fuel received, and monthly Self Fuel Into Plane Flowage Reports (Exhibit B)

- B. Agreement Holder shall, in accordance with these Rules & Regulations, keep true and accurate records which shall be made available to the City at a location in Prescott, Arizona, for audit within ten (10) days after City's written request for production of said records. Records shall be retained for a minimum period of five (5) years from the date of the last City audit. The Airport Administration shall have the right at reasonable times and during business hours to inspect and examine Agreement Holder's records related to the Agreement.
- C. In the event a discrepancy is determined to exist for the period of an audit, the City shall allow Agreement Holder ten (10) business days to review the City's audit findings and provide comments to the City.
- D. After considering all comments received, if City still finds that a discrepancy exists, Agreement Holder shall promptly pay the cost of City's audit. "Discrepancy" means that the audited fees exceed the reported fees by two percent (2%) or more. The amount of any such deficiency established by the audit shall be conclusive and binding upon the parties and shall be paid by Agreement Holder no later than ten (10) business days from the date a bill is received by Agreement Holder. Should the audit reveal that Agreement Holder has overpaid the fees due by two percent (2%) or more, City shall promptly refund to Agreement Holder the amount overpaid.

FEES

- A. Self Fueling Agreement Fee – Agreement Holder shall pay at the time of application, and every renewal thereafter, a Self-Fueling Application Fee as established by the City Council in the Airport Rates and Fees Schedule.
- B. Flowage Fee – Agreement Holder shall pay to the Airport Administration on or before the tenth (10th) calendar day of each month, a Flowage Fee (Non-FBO) as established by the City Council in the Airport's Rates and Fees Schedule, for aviation fuel delivered into Agreement Holder's aircraft and/or ground service equipment on the Airport for the immediate past month.
 - 1. The Flowage Fee shall be accompanied by the "Self Fuel Into Plane Flowage Report", listing the quantity and types of fuel dispensed into authorized aircraft by N#(s), for the prior month along with payment in the amount of the fuel pumped times the then current flowage fee. (Exhibit A)
 - 2. In the event the Agreement Holder utilizes a fuel supplier existing on the Airport for bulk fuel purchases
 - a. The fuel supplier is responsible for making payment to the Airport Administration for the Flowage Fee (Non-FBO)
 - b. The Agreement Holder must provide the above referenced "Self Fuel Into Plane Flowage Report"

- C. Self-Fueling Agreement Review Fee – Agreement Holder shall pay to Airport Administration on or before the tenth (10th) calendar day of each month an Agreement Review Fee as established by the City Council in the Airport’s Rates and Fees Schedule.
- D. Fees are subject to revision or adjustment as determined by the City Council in the Airport Rates and Fees Schedule.

ENVIRONMENTAL COMPLIANCE

- A. Agreement Holder shall comply with all federal, state and local governmental laws, ordinances, regulations, airport rules & regulations, licenses and permits relating to fuel facility and fuel service vehicle operation and use thereof. Agreement Holder shall also comply, where appropriate, with the Resource Conservation and Recovery Act of 1976 (“RCRA”) and the Hazardous and Solid Waste Amendments thereto of 1984; the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (“CERCLA”); the Superfund Amendments and Reauthorization Act of 1986 amending said act; and any other federal or state Environmental Protection Agency regulations or amendments now or hereinafter promulgated.
- B. All fuel storage shall have secondary containment.
- C. Agreement Holder shall immediately notify Airport Administration of the following:
 - 1. Any correspondence or communication from any governmental agency regarding the application of Environmental Laws to the Airport or Agreement Holder’s use of the Airport;
 - 2. Any change in Agreement Holder’s activities on the Airport that will change or have the potential to change Agreement Holder’s or City’s obligations or liabilities under Environmental Laws;
 - 3. Any assertion of a claim or other occurrence for which Agreement Holder may incur an obligation under this Section.
- D. Agreement Holder shall at its own expense obtain and comply with any permits or approvals that are required or may become required as result of any use of the Airport by itself, its agents, employees, contractors, invitees, and assigns.
- E. In the event of spillage or discharge of gasoline, oil, grease, pollutant or any material which may be detrimental or regulated under any environmental law, onto any surface of the airport, the same shall be removed immediately pursuant to the City approved Spill Prevention Control and Countermeasures Plan.

- F. The responsibility for the immediate removal of such gasoline, oil, grease, pollutant or any material shall be assumed by the Agreement Holder and/or owner of the aircraft or equipment causing the same or by the Agreement Holder responsible for the deposit on the surface. Upon default of the responsible party to clean up such area, the City may provide the necessary cleaning and bill the responsible party or parties for the expense thereof.
- G. The City of Prescott Fire Department and the Airport Administration shall be notified immediately of any fuel leakage or spill of five (5) gallons or greater. Agreement Holder shall provide to Airport Administration a written fuel and oil spill report of any fuel leakage or spill of one (1) gallon or greater within seventy-two (72) hours of the occurrence or in the event any substance enters into a storm drain system.
- H. Agreement Holder shall be a co-permittee on the Airport's Storm Water Permit through the State of Arizona Department of Environmental Quality. Agreement Holder shall comply with the Airport Storm Water Pollution Prevention Plan (SWPPP) and all applicable rules and regulations; whether they are State, Federal, or local, whether or not they are expressly described in this document.
- I. Agreement Holder will have and maintain a current Spill Prevention, Control, and Countermeasure (SPCC) plan at all times. A copy of this plan must be provided to the Airport Administration as part of the application for a Self Fuel Agreement and within ten (10) days of any changes or updates to the plan.

Exhibit A

**APPLICATION FOR SELF-FUEL AGREEMENT
PRESCOTT MUNICIPAL AIRPORT**

Applicant Name: _____

If applicant not a natural person,

Principles of Applicant: _____

Contact for Applicant: _____ Title: _____

Phone Number: _____ Email: _____

Mailing Address: _____

City, State, Zip: _____

Items submitted with this application:

_____ Cash or Check # _____ application fee;

_____ Original copy of certificate of insurance along with the appropriate endorsement;

_____ List of personnel authorized for fueling and applicable training records;

_____ Proof of ownership documentation for all fuel service equipment with description of equipment and method of dispensing;

_____ List of aircraft to be fueled along with copies of applicable FAA aircraft registration certificates or lease agreements;

_____ Aviation Fuel Quality Control Plan;

_____ SWPPP co-permittee application

_____ Spill Prevention Control and Countermeasures Plan

_____ Fuel Service training program(s);

_____ Fuel Storage Inspection reports as may be required by ADEQ, or other permitting and/or regulating agencies;

_____ Inspection reports of metering equipment in accordance with State of Arizona requirements.

The undersigned certifies they are authorized to sign for the Commercial Operator.

Signature

Printed Name

Date

Exhibit B

COMPANY NAME: _____

**Prescott Municipal Airport
Self-Fuel Into Plane Flowage Report**

Fuel Type (circle one) Jet A 100LL MoGas Month of: _____, 20____

Date	Aircraft N#	Time Fueled	Meter Start	Meter Stop	Total Gallons Fueled	Initials