

**SANTA CLARA COUNTY AIRPORTS
GENERAL AVIATION
SELF-FUELING PERMIT**

DEFINITION

Self-Fueling: Fueling of an aircraft on airport property performed by the aircraft owner or operator in accordance with the Airport's reasonable standards or requirements and using fuel obtained by the aircraft owner or operator from the source of his/her preference.

1. SELF-FUELING AUTHORIZATION

Execution of this Permit by Director of County Airports and permittee shall duly authorize permittee to conduct self-fueling aeronautical activity operations at _____ Airport in accordance with the terms and conditions specified in this permit. No self-fueling shall take place without a valid self-fueling permit

2. AUTHORIZED SELF-FUELING ACTIVITIES

Permittee may conduct self-fueling operations, for non-commercial purposes, only on aircraft owned or operated by Permittee at Permittee's assigned aircraft storage space on airport. Permittee shall not sell to, or dispense fuel into, any other aircraft.

3. RESTRICTION ON SELF-FUELING ACTIVITIES

The self-fueling activities authorized above shall be subject to the following restrictions:

- A. Permittee shall be permitted to self-fuel only at Permittee's assigned aircraft storage space or such non-exclusive public area as the Director may designate.
- B. The dispensing of fuel into aircraft shall be in strict accordance with all Airport Rules and Regulations, as well as all applicable Federal, State, County and City laws, rules and regulations. It shall be the responsibility of Permittee to keep informed of and comply with such laws, rules and regulations at all times.
- C. Permittee's fueling equipment may be parked or positioned on Airport premises only when actually dispensing fuel to Permittee's aircraft.

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- D. Permittee's fuel transport vehicle and fueling equipment shall not be parked, staged or stored in a Hangar at any time.
- E. Permittee shall have the sole responsibility to obtain all necessary permits for the use and transport of hazardous materials.
- F. Permittee shall only use the entrance, exit, and haul route designated by Director during the transportation of fuel onto and off the airport.
- G. During self-fueling, the fueling vehicle shall not obstruct other aircraft or vehicular movements.
- H. Hangared aircraft shall be positioned outside of Hangar during self-fueling operations. **Aircraft shall not be refueled inside of the hangar.**
- I. During the fueling of an aircraft, the fuel dispensing apparatus and the aircraft must be bonded in accordance with local, state, federal codes, and uniform fire code standards.
- J. Fuel may not be transferred from one vessel to another, except in a location approved by the Airport Authority.
- K. Permittee shall ensure that there are no potential sources of fuel ignition within fifty (50) feet of the self-fueling operation.
- L. Fuel transport vehicle is prohibited from parking (staging) on County Airport property including ramp/aircraft storage space or within 50 feet of a building.
- M. Permittee shall exercise care to prevent the overflow of fuel, and must have immediately accessible at the fueling site a 20 lb. B:C rated fire extinguishers.
- N. DIRECTOR, in his/her sole discretion may immediately suspend any self-fueling operations for violation of any term or condition of the permit, or if such self-fueling poses a threat to health and safety.

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- O. Permittee shall not fuel or de-fuel an aircraft on the airport while the aircraft is in a closed hangar or enclosed space.

Permittee shall ensure:

- (1) Fueling activities cease when lightning discharge occurs within five miles of the airport.
- (2) The aircraft engine is not in operation during re-fueling.
- (3) All aircraft electrical systems, to include magnetos and master switch, are in the "off" position.
- (4) The aircraft's parking brake is set, or at least one aircraft wheel is chocked, or the aircraft is secured to the ground by the two wing tie-down points.

4. MINIMUM EQUIPMENT REQUIREMENTS

- A. Fuel transport and dispensing tanks or containers and associated equipment shall comply with all applicable Federal, State, County and City laws and regulations regarding the transportation and storage of flammable liquids.
- B. Fuel transport and dispensing containers shall not be less than twenty (20) gallon capacity each. Fuel transport containers shall be painted red and clearly marked in accordance with FAA• AC 150/5230-4 or current edition with the type of fuel, i.e. MOGAS, and with "Flammable" and "No Smoking" placards placed on the exterior.
- C. All fuel transport containers shall be firmly and mechanically secured to the transport vehicle.
- D. All fuel dispensing or containers shall have a valve mechanism such that water can be drained from the lowest portion of the tank, unless equipped with a glass bowl filter.

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- E. Fuel uplift standpipes shall be constructed such that 5% to 10% of the total capacity of each dispensing container cannot be delivered through the dispensing system (5% to 10% unusable sump).
- F. An in-line filtration system utilizing a 5 micron or less gasoline filter element shall be included in the fuel dispensing system.
- G. Cables for bonding the fuel dispensing system, and the aircraft to zero electrical potential shall be provided.
- H. A 20- lb. B:C rated fire extinguisher shall be readily available and accessible during self-fueling operations.
- I. Fuel dispensing nozzle shall be "over-the-wing" hand held type in which fuel is only delivered through the over wing nozzle by squeezing the handle and trigger. The nozzle must continually be held open by hand through the course of refueling. Once the handle is released, the fuel flow will stop. The fuel nozzle shall not be blocked open or left unattended during self-fueling operations.
- J. Permittee shall maintain an adequate supply of fuel absorbent material readily available to contain a medium-size fuel spill (25 gallons or less) as prescribed by the Airport Authority.
- K. All self-fueling equipment shall be maintained in a clean, non-leaking condition while on Airport and is subject to inspection at any time by the Director of County Airport or Designee.

5. FUEL FLOWAGE FEES

- A. Permittee shall pay to County an annual self-fueling flowage fee, as set forth in the current *Schedule of Fees and Charges for Santa Clara County Airports*.
- B. Permittee acknowledges and agrees that payments are made annually, due in advance and the annual payment must be received by the first day of the month in which payment is due. Payment received after that date is subject to an additional late payment fee, in the amount set forth in the current *Schedule of Rates and Charges for Santa Clara County Airports*.

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- C. A process fee shall be assessed for any checks returned by Permittee's bank due to insufficient funds. The processing fee amount is set forth in the current *Schedule of Fees and Charges for Santa Clara County Airports*.
 - D. All fees and charges are subject to change based on future changes to the *Schedule of Fees and Charges for Santa Clara County Airports*.
6. USE OF ASSIGNED SPACE AND AIRPORT
In utilizing the Assigned Space and Airport, Permittee shall abide by the following requirements:
- A. Permittee shall not contaminate Airport, the assigned aircraft storage space, or the sub-surface of either, with any Hazardous Material.
 - B. Permittee shall immediately notify the 911 Fire Services of any release of Hazardous Materials on Airport or the assigned aircraft storage space, whether or not the release is in quantities that would be reportable to a public agency.
 - C. Permittee shall be solely and fully responsible and liable in the event Permittee's self-fueling operations cause or permit Hazardous Materials to be released at Airport or the Assigned Aircraft Storage Space. If any release of Hazardous Materials occurs on the Assigned Aircraft Storage Space or Airport as a result of Permittee's self-fueling operations, Permittee, at Permittee's sole cost and expense, shall remove such Hazardous Materials in accordance with all applicable government regulations. In addition to all other rights and remedies of County, if Permittee does not immediately clean up and remove any such Hazardous Materials release, County may pay to have Hazardous Materials removed and Permittee shall reimburse County any costs incurred by County together with interest at maximum rate allowed by law.
 - D. Permittee shall indemnify and hold County harmless against all loss, damage, liability and expense which County may sustain as a result of the presence or clean-up of Hazardous Materials on the assigned aircraft storage space or Airport caused directly or indirectly by Permittee's self-fueling operations.

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E. Permittee's obligations under this Permit, for clean up and removal of Hazardous Materials releases attributable to Permittee, shall survive the expiration or termination of this agreement.

7. INSURANCE REQUIREMENT

Permittee, at its sole cost and expense and for the full term of this permit or any renewal thereof, shall obtain and maintain at least the minimum insurance requirements set forth as follows for vehicles used to transport fuels for aviation uses.

A. A Comprehensive Automobile policy, with a minimum limit of not less than \$500,000 combined single limit for bodily injury and property damage, providing at least all of the following coverage (without deductibles):

(1) Coverage shall be applicable to any and all leased, owned, hired, or non-owned vehicles used in the pursuit of any of the activities associated with this permit.

B. The said policy or policies described above shall name the County of Santa Clara its officers, agents, volunteers, and employees as additional named insurers and shall insure against all claims or demands of any and all persons for damage and injuries, including death, sustained by an person or persons occurring from the negligence or the act or omission of Permittee, its officers, agents, volunteers, and employees, or resulting from its, noncompliance with any law, ordinance, order, or regulation respecting the condition, use, occupation or safety of the premises hereunder or any part thereof, or resulting from Permittee's or its agents' or employees' failure to do anything required by this permit agreement or resulting from or arising out of the Permittee's activities under this agreement and any lease or document governing Permittee's use of the airport and/or any structure thereon.

C. Endorsements: All of the following endorsements are required to be made part of each of the above required policy, unless already included in the policy as stipulated below:

(1) "The County of Santa Clara, its employees, officers, agents, and volunteers are hereby added as additional insurers."

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- (2) "This policy shall be considered primary insurance as respects any other valid and collectible insurance the County of Santa Clara may possess, if any, shall be considered excess insurance only."

- (3) "This insurance shall act for each insured, and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company."

- (4) "Thirty (30) days prior written notice of cancellation shall be given to the County of Santa Clara in the event of cancellation and/or reduction in coverage of any nature."

D. Proof of Coverage

Copies of all the required ENDORSEMENTS an evidence of coverage and a CERTIFICATE OF INSURANCE shall be provided to the Airport Authority prior to the execution of this permit.

- E. Permittee shall also during the term of this permit subscribe and comply with the Workers' Compensation Laws of California, if applicable, and save the County of Santa Clara harmless from any and all liability arising from or under said use of this permit.

8. INDEMNITY AND WAIVER OF CLAIM

By acceptance of this permit, Permittee hereby agrees to defend, indemnify, and hold harmless County of Santa Clara its officers, agents, volunteers, and employees from any and all claims, demands, damages, obligations, suits, judgments, penalties, causes of action, losses, liabilities or costs at any time received, incurred, or accrued by County, its officers, agents, volunteers, and employees, as a result of or arising out of the existence of or exercise of the rights or obligations of Permittee under this permit, except as may arise from the sole active negligence or sole willful misconduct of County, its officers, agents, or employees. County's right to full indemnity hereunder shall arise notwithstanding that principles of comparative negligence might otherwise impose liability on County pursuant to statutes, ordinances, regulations, or other

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laws. The indemnity shall be an endorsement on any insurance policy of Permittee and so noted on all certificates of insurance submitted to the County.

Permittee, as a material part of the consideration to be rendered to County under this permit, hereby waives all claims or causes of action against County, its officers, agents, volunteers, or employees which it may now or hereafter have for damages to goods, wares, merchandise or property in, about or upon the Airport, and for injuries or death to persons in or about said Airport, from any or causes arising at any time, except as may arise from the sole active negligence or sole willful act of misconduct of County, its officers, agents or employees, and notwithstanding that joint, several, or concurrent liability, or principles of comparative negligence, might otherwise impose liability on County.

By way of example and not limitation, save and except as arises out of the sole active negligence or sole willful act of misconduct of County, its officers, agents, or employees.

Permittee hereby waives any and all claims or causes of action which it may now or hereafter have against County, its officers, agents or employees (a) for loss, injury or damage sustained by reason of any deficiency, impairment and interruption of any water, electrical, gas, plumbing, air conditioning or sewer service or system serving any portion of said Airport, (b) for any loss, injury or damage arising or resulting from any act or neglect or omission of any other tenant, subtenant, contractor, Permittee, concessionaire or occupant of said Airport, or any person who uses said Airport with authorization or permission of County, and (c) for any loss or damage to the property of or injury or damage to Permittee, its officers, agents, employees, contractors or any other person whomsoever, from any cause or causes arising at any time because of Permittee's uses or occupancy of such building or of said Airport, or its operations thereon.

The term "active negligence", as used herein, for all the purposes hereof, shall be construed to only mean either one of the following two situations: When County, its officers, agents or employees, has or have directly participated in an affirmative action of negligence in connection with the maintenance and operations of the Airport facilities: or when County, its officers, agents, or employees has or have failed to perform the obligations expressly required of County under the terms of this permit.

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9. GRANT AGREEMENT CONVENANTS

Permittee acknowledges that the County is subject to Federal Grant Assurance obligations as a condition precedent to granting of funds for improvement of the Airport, and, accordingly, agrees to, and agrees to be bound by, the covenants provided by the Federal Aviation Administration, as they may apply to Permittee.

10. AMENDMENTS

County reserves the right to make amendments to this permit. Upon amendment, Permittee has the option of signing the amended permit or terminating the permit. The County reserves the right to terminate the permit if Permittee fails to agree to the amendment (s) within 10 days notification.

Authorization to conduct self-fueling is issued this _____ of
_____ Day
_____, _____
Month Year

Witness the execution of this Permit as of the dates set forth below:

COUNTY:

By: _____ Title: _____

Date: _____

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ACCEPTANCE

The undersigned as PERMITTEE hereby agrees, in consideration of this PERMITTEE, to perform and abide by the terms, conditions, restrictions, and obligations of this PERMIT.

'PERMITTEE' _____

Permittee Mailing Address: _____

Signature: _____

Date of Acceptance: _____

APPROVED AS TO FORM AND LEGALITY:



David Kahn, Deputy County Counsel

Approved by County Fire Marshall



Jean Hardwicke, Sr. Fire Marshall