

PORT OF WALLA WALLA  
WALLA WALLA REGIONAL AIRPORT

AVIATION FUELING SYSTEM POLICY

Policy and Purpose: The purpose of this policy is to establish the minimum standards for tenants interested in installing an approved aviation fueling system at the Walla Walla Regional Airport.

**Fuel Tank**

- Fuel tank shall be above ground. Underground storage tanks shall not be allowed.
- Fuel tank shall be Fire Guard, Fire rated construction certified to UL 142 & 2085 specifications.
- Fuel tank shall be no larger than 10,000 gallons and comprise of a dispensing system.
- Fuel tank shall meet Uniform Fire Code (UFC) and National Fire Protection Association (NFPA-30) Codes with a 2-hour burn, ballistics and vehicle impact rated.
- Fuel tank shall have a “Porch” with rain shield under pumping module that is liquid tight and has a drain valve. Used for secondary containment.

**Use of Fuel System**

- Tenant owned: Aviation fueling system shall be limited to only the owner of fueling system. No other party shall use said aviation fueling system.
- Fixed Based Operator (FBO) owned: FBO shall comply with the Walla Walla Regional Airport Minimum Standards for operating a FBO. Upon designation of a FBO, aviation fueling system shall be used for business operations.

**Tank Locations**

FBO and/or Large Barrel Hangar Tenants along the ramp

- May be allowed to install an approved aviation fueling system along the ramp near their barrel hangar. Shall be installed to meet all local, state and federal rules and regulations. Installation, utilities and maintenance of fueling system will be the sole responsibility of owner.

Individual T-hangar & Shelter Hangar Tenants

- May be allowed to install an approved aviation fueling system in an area designated by the Port of Walla Walla. Shall be installed to meet all local, state and federal rules and regulations. Installation, utilities and maintenance of fueling system will be the sole responsibility of owner. Current designated areas, which are subject to change by the Port Commission are:

- Parcel of land behind the Walla Walla Regional Airport owned fuel tanks.
- Parcel of land for approved fueling facility shall be installed between Walla Walla University and Blue Mountain Aviation hangars.

### **Operation and Testing**

- Tenant/FBO shall have fueling system inspected at least once per year by a qualified third party. Tenant shall implement said requirements of the third party.
- Tenant/FBO shall operate and maintain a fueling system to meet all county, state, federal, NFPA, FAA and UFC codes.
- Tenant/FBO shall file with or participate in the Walla Walla Regional Airport's Spill Prevention Control and Countermeasure Plan.

### **Tenant Fees**

#### Aviation Fuel Flow Fee

- \$.10 per gallon. Payable within ten (10) business days from the date of delivery. Port may increase fuel flowage fee with thirty (30) days written notice.

#### Land Rental Fee for Individual Aviation Fueling System

- Monthly rate of \$50.00 plus Washington State Leasehold Tax of 12.84%. The Port may increase land rental fee with thirty (30) days written notice.

### **Security Access**

- Fuel delivery shall require tenant to provide an escort at all times. Tenant/FBO escort shall be required to maintain constant supervision and responsible to unlock/lock the gate for the fuel delivery truck.
- Tenant/FBO shall be responsible for securing the aviation fueling system to prevent theft, provide adequate lighting, and to ensure aircraft will be safely fueled during all operating hours.

### **Insurance Requirements**

- Tenant/FBO shall be solely responsible for its own insurance, including insurance covering its own property, equipment, and aircraft.
- The tenant/FBO shall, at its sole expense, maintain insurance as outlined below in admitted companies having at least an A. M. Best rating of A-VII. Coverage requirements are as follows:
  - (a) Commercial General Liability Insurance on a coverage form at least as broad Insurance Services Office (ISO) "occurrence" form CG 0001, including coverage for:
    - i. Premises and Operations;

- ii. Products and Completed Operations;
- iii. Broad Form Property Damage (including Completed Operations);
- iv. Explosion, Collapse, Underground Hazards (including subsidence);
- v. Contractual Liability insuring obligations assumed in this agreement;
- vi. Personal Injury and Advertising Liability;
- vii. Severability of Interest Clause;
- viii. Waiver of Subrogation endorsement in favor of the Port;
- ix. General Aggregate Limits of Insurance shall apply separately to this Agreement.
- x. "Claims Made" and "Modified Occurrence" policy forms are not acceptable.
- xi. Minimum Limits of Liability shall be:  
 \$1,000,000 Each Occurrence;  
 \$1,000,000 Personal and Advertising Injury Liability;  
 \$1,000,000 Products & Completed Operations Aggregate;  
 \$2,000,000 General Aggregate.

(b) Business Auto Liability for bodily injury, property damage, hired auto and non-owned auto liability in the amount of not less than \$1,000,000 combined single limit for each occurrence or accident. This insurance shall not exclude pollution arising out of transportation operations.

(c) Worker's Compensation insurance as will protect the tenant and or its employees from claims under Washington State Worker's Compensation Act. If self-insured, the tenant shall provide proof of self-insurance.

(d) Washington Stop Gap/Employers' Liability (may be included by endorsement to Commercial General Liability or as part of a Workers' Compensation/Employers' Liability policy), including a Waiver of Subrogation endorsement in favor of the Port:

\$1,000,000	Bodily Injury By Accident--Each Accident
\$1,000,000	Bodily Injury By Disease--Aggregate Limit
\$1,000,000	Bodily Injury By Disease-Each Employee

(e) Umbrella or Excess Liability providing additional limits for the above coverages (a), (b), and (d):

\$9,000,000	Each Occurrence
\$9,000,000	Aggregate

(f) Aircraft/Helicopter Liability:

\$10,000,000	Each Occurrence/Aggregate including Passenger Liability
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(g) Pollution Liability including aboveground storage tanks:

\$1,000,000	Each Occurrence/Aggregate.
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- Additional Insured and Primary Insurance Requirement: Under the Commercial General Liability, Umbrella/Excess, and Pollution policies outlined above, the tenant shall add the Port of Walla Walla, its officers, officials, employees, and boards as additional insured. These policies

carried by the tenant/FBO shall be primary.

- Certificates of Insurance: Certificates of Insurance shall be furnished by the tenant/FBO to the Port before any operations are commenced. The Certificates of Insurance shall provide that there will be no cancellation of coverage without forty-five (45) days' prior written notice to the Port, except for 10 days in the event of non-payment of premium.

Port Commission Adopted  
May 11, 2010