

# **CAPFA Civil Air Patrol Flying Association, Inc**

This Association is duly organized on this 18th day of November 1946 by senior members of the Civil Air Patrol, Group No.4, County of Hartford, State of Connecticut. Group No.4 being composed of the following flights and squadrons: Hartford Squadron, Simsbury Squadron, Enfield, Manchester and Glastonbury Flights. The Association is no longer affiliated with the USAF Auxiliary. The Association is a private, not for profit corporation. Each member shall own one share in the Association and only those members owning a share shall be entitled to all the rights and privileges of membership.

## **CLUB BY-LAWS**

### **SECTION I**

All members shall observe and abide by all current government, state, and F.A.A. rules, regulations, and laws governing flight and the use of aircraft, and Association by-laws, rules and regulations, and the code of conduct set forth herein. Any government and/or law enforcement actions levied, imposed, or taken against the member due to their negligence, carelessness, illegal acts, or dereliction of duty, are solely their responsibility. Any member violating this section shall be subject to expulsion and shall forfeit his/her share. A lesser penalty may be imposed by the Operations Committee.

### **SECTION II**

Any property, including airplanes, aircraft accessories, text materials, land, buildings, etc, purchased jointly by club members and with club funds shall be the property of the Association.

### **SECTION III**

Members owning shares agree to abide by all By-laws/Rules & Regulations and pay all fees pertaining to them, until forfeited to the Association, or bought back by the Association. Applicants for membership will be screened in accordance with Section IV and accepted by a majority vote of the members present at a regular meeting.

### **SECTION IV**

Applicants for membership shall appear in person before the membership of a monthly meeting. The Association executive board will review the intentions and credentials of the applicant, and recommend acceptance or rejection of the applicant to the membership of the Association. Membership is available to all prospective members (including former members) at the current buy in amount. \$300.00 will be held in reserve. A member who resigns in their first year shall receive their buy in less \$300.00. A member who resigns in their second year shall receive their buy in less \$200.00. A member who resigns in their third year shall receive their buy in less \$100.00. Members who must resign due to unforeseen circumstances may receive their entire buy in if the membership at a monthly meeting decides it is warranted by majority vote. The buy in entitles the member to fly all aircraft owned by the Association or any additional club

aircraft that CAPFA has an agreement with, that he or she is qualified in, and also to a proportionate share of all the assets of the Association. New PPL student applicants shall not be considered for membership if the proportion of PPL students to full dues paying members exceeds 33% or if the applicant's membership would result in this proportion exceeding 33%. If there are students on the waitlist, and a current student has not logged at least three flights within a 90-day period, they will have until the end of that month to meet the requirement. If the requirement is not met by then, the member will be automatically moved to social member status, and their student slot will be offered to the next person on the waitlist. If a student slot becomes available, the student social member may request reinstatement to active student status. Their request will be given priority over new waitlist applicants.

## **SECTION V**

Members desiring to resign from the Association shall so notify the Secretary in writing and return their key(s). Upon acceptance of the resignation by the Association, the member shall be paid an amount for their share, equal to the lessor of the net worth of the Association divided by the number of shares, or the amount originally paid for the share, less any money due. The resignee will be presented with two options: (1) donate their share to the Association, or (2) pending we've received any plane keys back, receive their share buy-in back, less any money owed. Whenever a new student, with no prior flying experience, joins CAPFA and starts flight training, then resigns with less than 10 hours of flight training, the student will receive the full share amount he/she paid to join. Shares of the Association are not negotiable and must be sold back to the Association. In the event of the dissolution of the Association, each member will receive reimbursement on a per share basis.

## **SECTION VI**

All dues, assessments or other monies received by the Association shall be turned over to the Treasurer.

## **SECTION VII**

The Association shall elect at each November meeting the following officers to serve for a one-year term: President, Vice-president, Secretary-Manager and Treasurer, and an Operations Committee. The Operations Committee shall be composed of the Officers and six (6) regular members of the Association.

## **SECTION VIII**

The President or his representative shall conduct all meetings. Any member of the Operations Committee shall rule in all emergency cases of dispute with regard to the flying of the Association planes, and shall refer further action, should it be required, to the Operations Committee.

The Vice President shall assist the President in all his duties and shall officiate in his absence, will maintain all documentation concerning member qualifications and currency, as well as organize gatherings.

The Secretary shall take and keep all minutes of meetings and handle all correspondence of the Association.

The Operations Manager shall schedule maintenance and manage hangars.

The Treasurer shall have charge of all monies received, shall collect all dues and assessments and deposit same in a depository selected by a vote of the Association, and sign all checks and pay all bills.

In the event any executive board positions are unfilled they may be combined.

The Operations Committee shall mediate all operational disputes, investigate all accidents, determine and set up all operation rules, safety measures, levy penalties on all violations as provided in the by-laws.

Each violation will be handled in a three-stage process.

- 1) Verbal consultation.
- 2) Written warning notification.
- 3) Formal final action.

The President and Vice-President shall be compensated for their services by being credited with one hour of flight time (HOBBS) each month. The Treasurer shall be compensated for their services by being credited with two hours of flight time (HOBBS) each month. The Secretary and Operations Manager shall be compensated for their services by being credited with 1.5 hours of flight time (HOBBS) each month. Flight time for these credits shall be the average of all club aircraft, owned, leased, or rented. These credits are to be redeemed for flying hours/dues only. There is no cash value accrued by these credits when the member resigns from the association. A monthly meeting requires 1/4 of the active flying membership be present to be conducted. At least two executive members must be present. A member of at least 30 years in good standing may request lifetime member status. A lifetime member is not required to pay monthly dues unless the member is billed for flying hours. A lifetime member shall pay the monthly dues in any month they incur billable flying hours.

## **SECTION IX**

Any member starting his/her flight time late shall forfeit that portion of his allocated time and the aircraft shall be returned to the line promptly so that the next scheduled flight can leave on time.

## **SECTION X**

All flight time must be recorded in the designated system for each aircraft.

## **SECTION XI**

Invoices are issued on the first day of each month for the prior month's flying time and dues. Payment is due by the last day of the same month. A late fee will apply if full payment is not made by the due date, and additional late fees will be assessed each month until the balance is paid. If payment is not made by the end of the month following the due date, or if the balance exceeds the member's buy-in share, the member's scheduling privileges will be suspended until the balance is paid in full. The treasurer shall report all members in these categories to club management. Members with unresolved violations may be subject to further action.

## **SECTION XII**

Monthly dues, aircraft hourly rates, buy in amount, and monthly bill late fee shall be reviewed periodically. Adjustments must be approved by a majority of monthly dues paying members submitting a vote.

## **SECTION XIII**

The maintenance of any Association aircraft shall be under the supervision of the Operations committee. The Secretary/Manager will schedule and appraise all maintenance under \$2000.00. Items of unusual expense (over \$2000.00) are to be reviewed by the Operations committee prior to approval, except for Annual Inspections.

## **SECTION XIV**

Public liability and property damage insurance shall be carried by the Association as follows:

Public liability/property damage- \$1 million each accident

Passenger liability- \$100,000 each person

The Association's planes shall be covered with hull insurance to the approximate insurable value with the lowest deductible amount allowable by insurance.

The Association's Aircraft Insurance Policy does not cover lawsuits between members of the Association.

## **SECTION XV**

The member-pilot shall be responsible for the damage done to the Association's planes to the extent of the insurance deductible clause. The member may be required to forfeit his/her share in the event said member has been found negligent by a majority vote of the Operations Committee and refuses to pay the amount of the deductible clause.

Exceptions for financial responsibility as a result of an accident are as follows.

(A) Damage resulting from wear and tear as a result of normal use of the planes.

(B) When an accident is a result of an engine failure or structural failure where there is no evidence of negligence or carelessness on the part of the member/pilot concerned.

(C) When persons, other than passengers, have been found by either State or Federal investigators to have caused the accident.

Exceptions A and B above will not apply if a thorough pre-flight check and run-up would have shown that the plane was not in an airworthy condition. Exhaustion of either or both fuel and oil supplies will be interpreted as a part of the definition of negligence and carelessness. Willful violations of FAA regulations, Operation Rules of the Civil Air Patrol Flying Association Incorporated, will result in forfeiture of the members share and expulsion from the club unless a more moderate penalty is imposed by a majority vote of the Operations Committee.

## **SECTION XVI**

Any association vote which would result in any change to the bylaws, rules and regulations, or code of conduct, a new aircraft purchase, any aircraft equipment upgrade of substantial cost, any membership assessment, or any other vote determined by the operations committee appropriate, shall be disseminated to the club membership in advance and all members shall be permitted to vote, to include absentee

balloting. Paper ballot or email voting will be at the discretion of the executive board. Association votes shall be decided by a majority of votes received.

## **SECTION XVII**

Members are required to maintain all documentation that demonstrates compliance with club rules and FARs.

## **SECTION XVIII**

The minimum age to be a member of the club is eighteen (18) years.

## **SECTION XIX**

Members (who have paid a buy-in, been with the club for over 1 year, and are paid up to date) can choose to become a Social member. Social members can attend club meetings/outings, fly the aircraft in the right seat (non-PIC) with another club member and share hourly billing. Social member are not able to schedule the planes. Social members have voting rights and can participate in Operations committee.

# RULES AND REGULATIONS

1. All flying must be scheduled in advance on the internet scheduling service. No member will reserve more than two future weekend days in one calendar month unless the reservation is entered within 48 hours. No member will reserve more than two future weekend days in subsequent weekends unless the reservation is entered within 48 hours. Should a member make excessive reservations the executive board may adjust or cancel these reservations to maintain fairness to all members.
2. If you cancel a reservation or modify it significantly, as a courtesy, be sure to notify others.
3. The aircraft must be returned to the flight line by the end of the time scheduled regardless of how late the flight started, or whether or not it was scheduled for the next period prior to your flight. The Operations Committee may, for violation of this rule, impose penalties. If the aircraft is forced down or cannot be brought back on schedule, member making the flight must immediately, within reason, contact an Executive Board member and the person who has the plane scheduled next.
4. Flight time is charged from the time you start the engine at the flight line until the engine is shut off at the flight line on your return. Excepted is the time the engine is shut off while the plane is on the ground at another airport.
5. Members are to fill out the hard/paper log in the plane each time it is used and check-in their reservation with log times on Flight Circle.
6. Always note anything abnormal about the aircraft in the flight log and report it as soon as possible to an Executive Board member and the Operations manager. This may save a life- a buddy's or even your own.

Record any damage you find at your preflight in the book. Otherwise, the next pilot will find it and you may be charged for it.

DAMAGE TO THE AIRCRAFT MUST BE REPORTED TO THE SECRETARY/ OPERATIONS MANAGER OR IF NOT AVAILABLE, A MEMBER OF THE EXECUTIVE BOARD IMMEDIATELY.

7. The oil is changed every 50 hours on the recording tachometer. It is your responsibility to notify the Secretary/Operations Manager when 45 hours have been accumulated so that arrangements can be made for the oil change.
8. Make a THOROUGH preflight inspection before you take-off.
9. All Association members, regardless of license or rating held, shall be flight checked in the Association aircraft by an Association approved instructor.
10. Members may not charge anything to the Association anywhere. Gas, oil and minor emergency repairs are to be paid for by the member. The member is to obtain a receipt bearing the aircraft's number, member's name and the description of the item. The receipt is to be turned in for credit on the next bill received from the Association. It is the Association's motion that members will not be reimbursed for travel expense back to HFD if an Association aircraft is unable to be flown due to mechanical difficulties or considered on a case by case basis.
11. Do not start the plane unless the master avionics switch is off.

12. Every member must purchase and read the manufacturer's operating manual prior to their initial flight of an Association aircraft.
13. A member will maintain three (3) take off and landings every 90 days in order to fly the club aircraft. Three (3) take off and landings can be in any aircraft. If three (3) take offs and landings are not done during the 90-day period, then a check ride with a club approved CFI is required prior to using the club aircraft. If this requirement is met in a non-club airplane, the Vice President reserves the right to ask for verifiable evidence that the requirement was met elsewhere.
14. Members may engage only instructors approved by the Operations Committee for instruction in Association aircraft.
15. Acrobatics other than those required for license tests are forbidden. Members accused of violating this rule or any State or FAA Regulations (for example buzzing, flying below minimum altitudes and landing on other than FAA and State approved airports or air strips) will be grounded immediately by the Operations Committee and those found guilty will be dismissed from the club, forfeiting their share as penalty.
16. Landing Association aircraft at private strips or small airports with short or rough runways or hazardous approaches falls within the judgement of the pilot in command. If in doubt, DON'T.
17. If the member who has reserved the aircraft has not appeared within forty-five (45) minutes after the start of their scheduled start time, another member may enter their share number in the schedule and take the aircraft for the balance of the period.
18. Safety pilots for any instrument practice flights must be type and class rated, holding a minimum of a private pilot's certificate. Safety pilots must be club members.
19. Members are encouraged to file regular FAA flight plans and use Flight Following service provided by ATC, unless on an IFR flight plan. If the aircraft is to be taken overnight, member must note this on the schedule and anticipated location of pilot and aircraft so that they may be contacted if necessary or the aircraft retrieved should the pilot become unable to return home. Proper overnight storage while away from home base is the pilots responsibility.
20. ONLY CAPFA members may act as pilot-in-command(PIC) of Association aircraft. A non-member passenger shall not be permitted to pilot the aircraft, except in straight and level flight. The pilot in command may sit in either the left or right seat, but the pilot must be signed off by an instructor to do so (i.e. the pilot wants to fly right seat to practice for CFI practical test). This rule does not apply to check rides specifically requested by the Operations Committee.
21. Violation of any Operations Rules is sufficient cause to ground the violator by the Operations Committee. Willful violation of any Operations Rule, State rules or FAR shall be deemed sufficient cause for dismissal of the member from the Association. A member thus dismissed shall forfeit all rights and privileges to their share. A lesser penalty may be invoked by the Operations Committee. Refer to By-laws, section XIII.
22. The Secretary/manager shall have charge of and arrange for the safekeeping of the engine and aircraft logs. The secretary/manager will arrange for periodic inspections, etc.
23. Association aircraft shall not be used for charter work or for carrying passengers for hire. This shall not prohibit the sharing of expenses by passengers or use of the aircraft for personal transportation on occasional business trips.

24. No flights for charity are allowed in club aircraft unless approved by the Executive Board.
25. Club officers entrusted with managing personal data of members will safeguard it and will never share it with anyone (including other members) without express permission of the member. This includes ensuring all hard or digital documentation is always kept secure.

## CODE OF CONDUCT

All members must always abide by the Club Code of Conduct. In general, members are expected to behave in a manner befitting of a pilot entrusted with the responsibilities of aircraft ownership and operation. However, more explicit guidelines are outlined below. Failure to comply with the Code of Conduct may subject a member to disciplinary action or dismissal from club.

The Code of Conduct is as follows:

- Professional behavior is always expected when conducting club business or representing the club. Members are to behave in such a manner that would not endanger the reputation of the club.
- Obscenities, aggressive, or offensive behavior shall not be tolerated.
- All members shall treat each other and those who we interact with (families, friends, other businesses) with courtesy and respect.
- Physical, verbal, written, or sexual harassment is not tolerated.
- Name calling or speaking ill of other members is not tolerated.
- Discrimination of any kind but notably due to age, disability, gender, race, ethnicity, nationality, skin color, sexual orientation, gender orientation, marriage status, military status, is not tolerated.
- All members are to be always truthful about any issue.
- Members involved in incidents are expected to comply with any regulatory investigation that could be initiated as a result.
- All members are expected to immediately report on anything that could endanger the operation of the club for any reason.
- All members are responsible for the behavior of their passengers.