

# **TROY OAKLAND PILOTS FLYING CLUB, INC.**

## **OPERATING RULES**

Revised May 2021

### **1. Introduction**

#### **1.1. Scope:**

These Operating Rules (Rules) supplement the Bylaws of the Troy-Oakland Pilots Flying Club, Inc. (Club), and govern all the operations of the Club and its members.

#### **1.2. Purpose:**

These Rules provide for the safe and efficient operation of the Club's aircraft.

#### **1.3. Interpretation of the Rules:**

The President is responsible for the interpretation of the Rules, and his or her determination as to their meaning and application is final.

#### **1.4. Distribution of the Rules:**

The Membership Manager will provide a current copy of the Rules to the members.

#### **1.5. Violation of the Rules:**

Violation of these Rules may, upon action of the Board of Directors (the Board) under the Bylaws, subject the violating member to suspension, termination, or other action appropriate to the circumstances.

#### **1.6. Amendments:**

Proposals to adopt, amend, or repeal these Rules may be introduced by any voting member at any general membership meeting. Minutes of that meeting communicated via e-mail distribution to the current membership list constitutes notification to the membership of the proposed Rules amendment. At the general membership meeting following such a notification, a majority of those present, or by proxy voting, shall accept or reject the proposed amendment, provided that a quorum, as defined in the Bylaws, is present. If the amendment is accepted, the Board shall incorporate it into the Rules and provide an updated copy to the Membership Manager for distribution to the members.

### **2. Reservations**

#### **2.1. Reservation System:**

The Club will provide an internet-based reservation system. No member may fly Club aircraft without having reserved time in the reservation system in accordance with

Sections 2.2 – 2.5.

## 2.2. Types of Reservations and Limitations:

### 2.2.1. Maximum Number of Reservations:

A member may have a maximum of six reservations on the system at any one time. These reservations must conform to the descriptions in Sections 2.2.2 – 2.2.4.

### 2.2.2. Maximum Duration of Reservations:

The maximum length of any reservation is limited to 10 calendar days.

### 2.2.3. Members may request a special authorization from the Board to permit a flight of more than 10 days.

### 2.2.4. Cancellations:

For reservations that exceed 24 hours, reservations must be cancelled prior to 72 hours of the reservation. Cancellations within 72 hours will incur a one-hour flight time charge. This charge may be waived for (i) weather related conditions, (ii) maintenance issues, or (iii) illness. Request for fee waiver shall be made to the Chief pilot via e-mail and shall include supporting information.

### 2.2.5. Minimum Flight Time:

Reservations that exceed 24 hours will have a minimum flight charge requirement of one hour per 24-hour period.

## 2.3. Reservation Restrictions:

Only Club members may reserve Club aircraft.

## 2.4. Unclaimed Reservations:

Provided that a notice of delay is not submitted to the membership via e-mail as set forth below, another member may schedule the aircraft.

### 2.4.1. Reservations of less than four hours must be used within 60 minutes of the scheduled time.

### 2.4.2. Reservations greater than four hours must be used within two hours of the scheduled time.

### 2.4.3. Prior to flying the aircraft, the member who is claiming the unused reservation must make a new reservation according to Section 2.1.

## 2.5. Scheduling Procedures:

### 2.5.1. Return Time Requirements:

The aircraft must be returned fully fueled [see 3.3.6.4] and to its hangar within the

time frame allowed by the reservation except where the return would require an unsafe flight operation.

2.5.2. Early Return:

In the event of an early return, the member must timely revise the Reservation System to indicate the availability of the airplane and, if able, notify the membership via e-mail.

2.5.3. Late Return:

In the event of a late return, the member must timely revise the Reservation System and notify the Plane Captain, and all affected members via phone call, and if unsuccessful, and able, by e-mail.

3. Flight

3.1. Member Responsibilities:

3.1.1. Applicable Regulations:

Club members will operate aircraft in full accordance with all regulations of responsible governmental and overseeing agencies.

3.1.2. Foreign Flights:

Flights to foreign countries, other than Canada, require prior Board approval. The member applying for such a flight is responsible for all costs, such as additional insurance, or arrangements that may be required.

3.1.3. Commercial Operations:

Members are prohibited from using Club aircraft for any commercial purpose. This rule, however, does not preclude passengers from sharing expenses of a flight in accordance with Federal Air Regulations.

3.1.4. Aircraft Responsibility:

The member who acts as Pilot-in-Command for any flight is responsible for the aircraft's custody and proper operation, including the responsibility for security of the aircraft while it is on the ground.

3.1.5. Aircraft Operation:

Members must observe safe operating practices including the list of Best Practices listed in the aircraft hangers.

3.2. Flight Limitations:

3.2.1. Pilot Authorization:

Only Club members are authorized to fly Club aircraft. All others will ride as

passengers regardless of flight experience or certification.

3.2.2. Non-Member Flight Instruction Prohibition:

No member, or flight instructor, may use Club aircraft to provide flight instruction to a nonmember.

3.2.3. Authorized Flight Maneuvers:

Flight maneuvers, within the aircraft's operating limitations, are authorized to the extent required for any of the Airman certificates. All other aerobatics and unusual maneuvers are prohibited.

3.3. Flight Operation:

3.3.1. Judgement:

Members are expected to exercise good judgement and refrain from any operation that might endanger the welfare of passengers, other personnel, property on the ground, or Club equipment.

3.3.2. Currency:

The Pilot-in-Command will ensure that he or she is current in the aircraft and qualified to fly in accordance with all Club rules and governmental Regulations.

3.3.3. Pre-Flight Warm Up:

Before flight, Club aircraft must be properly preheated or warmed in accordance with the aircraft operating manual and Best Practices.

3.3.4. Pilot-In-Command at Controls:

The Pilot-in-Command must be at the controls whenever the engine is running on a Club aircraft.

3.3.5. Smoking Prohibition:

Smoking is prohibited in or around Club aircraft or hangars.

3.3.6. Post-Flight Responsibilities:

3.3.6.1. Aircraft Condition:

The Club aircraft must be returned clean and free from abuse. The Pilot-in-Command is responsible for thoroughly removing offensive odors, trash, and spillage. Bugs must be cleaned from the windshield and all other exposed surfaces.

3.3.6.2. Flight Documentation:

The flight information must be filled out completely, including date, by the Pilot-in-Command. All oil usage and/or purchases must be recorded in

appropriate format on the flight information records. Handwritten Flight tickets must be placed in the appropriate container for each aircraft.

3.3.6.3. Aircraft Security:

The Pilot-in-Command is responsible for proper tie-down, security, including control locks, master switch, covers and door locks, and for returning the flight bag, with the aircraft keys, to the aircraft.

3.3.6.4. Post-Flight Fueling Requirements:

The Pilot-in-Command is responsible for refueling the aircraft after each flight to the appropriate level as established by the Board.

4. Pilot Currency and Flight Checks

4.1. Annual Club Flight Check:

4.1.1. Prior to flying Club aircraft, members must have completed an Annual Club Flight Check with a Club instructor within the previous 12 calendar months.

4.1.2. The Chief Pilot will establish a hierarchy of club aircraft for the purposes of the Annual Club Flight Check. (e.g., A check-out in a complex aircraft may qualify the member to fly a high-performance aircraft as well.)

4.1.3. The successful completion of this Annual Club Flight Check will allow the member to fly VFR-Day, VFR-Day-and-Night or VFR and IFR operations, as approved by the Club Instructor during this, or any prior, Club Flight Check. A Part 61 flight review with a Club instructor or the attainment of a new rating or certificate constitutes the Annual Club Flight Check for the appropriate operations.

4.2. Special Flight Checks:

The Chief Pilot is authorized to require and perform special proficiency Flight Checks with any member, if, in the Chief Pilot's opinion, sufficient cause exists for such a requirement. The Chief Pilot may designate a Club flight instructor to conduct this flight check.

4.3. Flight Check Record:

A Flight Check record shall be completed at the time of the Flight Check and returned to the Chief Pilot for the Club's records.

4.4. Flight Instruction Disclaimer:

The Club provides aircraft for personal flying purposes of its members, which may include personal instruction with an authorized flight instructor. The Club is not in the business of providing or facilitating flight instruction in any form and, accordingly, all authorized flight instructors operate as independent contractors offering their services

to individual Club members. The Club does not supervise training or provide training materials or syllabus. The Club assumes no responsibility for the quality or completeness of instruction provided by authorized flight instructors and is not a party to any agreement between a member and an authorized flight instructor.

#### 4.4.1. Standardization Ride Costs:

Flying costs for Club instructor standardization flights with the Chief Pilot required by the Rules or the Bylaws are absorbed by the Club subject to the approval of the Club President.

### 5. Flight Incurred Costs

#### 5.1. Oil Purchases:

A specific brand and grade of oil is provided in the hangar for each aircraft. The member must carry sufficient oil for extended flight in the aircraft. If Club oil is not available, the specific brand and grade of oil must be purchased, and the member may be reimbursed for the cost of the oil under Section 5.2 and 5.3.

#### 5.2. Maintenance Expenses:

Members are authorized to spend up to \$500.00 for aircraft repairs if the repairs are necessary to either continue a planned trip or to return home. If the repair exceeds this amount, prior approval must be obtained from the Maintenance Manager, or, if unavailable, any other Board member.

Members are responsible for their aircraft on each flight and must coordinate necessary repairs and aircraft return with the applicable Plane Captain or Maintenance Manager. In the event that an aircraft must be left behind at an FBO for repairs, a portion or all of the flight may be charged to the maintenance flight account and not to the member. This will be applied solely in maintenance related matters that are outside the member's control. The Maintenance Manager will review each incident on a case-by-case basis. Weather related conditions do not qualify.

#### 5.3. Receipts:

Receipts must be submitted for each member's expenditure before reimbursement can be made.

#### 5.4. Non-Reimbursable Expenses:

Additional expenses of the member will not be reimbursed. These include landing fees, custom fees, parking fees, security guards, overnight accommodations, or alternate ground transportation, etc. These expenses are the member's responsibility.

#### 5.5. Statements:

Members will be provided a monthly statement to reconcile their flight and Club charges.

## 6. Member Billing

### 6.1. Flight Time Charges:

Charges for flight time at the published rates will be based on the Hobbs meter time recorded after each flight and the minimum required flight times set forth in Section 2. When the meter reading is between numbers, the higher number is used.

### 6.2. Payment Due:

Payment is due upon receipt of the monthly statement.

### 6.3. Account Balance Limit:

Members whose statement balance is \$600, and over 30 days, will be placed on grounded status until their balance is paid.

### 6.4. Pre-Payment Discount:

Members who prepay are entitled to a 10% discount on flight charges incurred on the monthly statement. The maximum discount is equal to 10% of the positive balance on the preceding month's statement. For new members, the maximum discount is 10% of any amount prepaid upon joining the Club.

## 7. Club Operations

### 7.1. Membership Application Procedure:

Prior to acceptance in the Club, new member applicants must complete an application form and provide either full payment or begin scheduled payments of the membership security deposit and of the application fee (see 9.0 below) to the Membership Manager. Exceptions to this may be approved by the Board on an individual basis.

### 7.2. Duties of Positions:

The duties of positions set forth in the Bylaws constitute requirements of appointed positions. The following serve as a general description of Manager positions and Plane Captains not detailed in the Bylaws.

#### 7.2.1. Plane Captain:

Plane Captains will:

1. Check the logbooks and squawk sheets on a regular basis and coordinate maintenance with the Maintenance Manager.
2. Familiarize themselves with flight operation and Best Practices for the aircraft.
3. Provide cell phone and emergency contact information to the members.

#### 7.2.2. Hanger Captains:

Hanger Captains will oversee the hangers' cleanliness and organization and notify

the Maintenance Manager of any issues with hanger operation.

7.2.3. Wash & Wax Manager:

The Wash & Wax Manager will arrange biannual cleanings of Club aircraft, coordinated with the Maintenance Manager.

7.2.4. Newsletter Manager:

The Newsletter Manager will secure applicable content for and publish a monthly newsletter for the membership. The newsletter shall be distributed electronically.

7.2.5. Kerosene Inventory Manager:

The Kerosene Inventory Managers will ensure that the Kerosene heaters have sufficient fuel for use.

7.2.6. Oil, Tires & Tubes Inventory Manager:

The Oil, Tires & Tubes Inventory Manager will ensure regular stock of these items that are required for regular maintenance.

7.2.7. Task Points Manager:

The Task Points Manager will maintain a record of each member's task points and provide this information to the Membership Director and Treasurer for accountability.

7.3. Task Point Distribution Program:

7.3.1. Task Point Assessment:

Each member on active status shall be assessed six task points on January 1<sup>st</sup> and July 1<sup>st</sup> of each year.

7.3.2. Task Point Credit Earnings:

Members may earn task points on a scale established by the Board for specific tasks performed within the Club. The assessed point value is \$10 per task point.

7.3.3. Six-Month Credit Period:

Members will be credited on January 1st and July 1st of each year for task points earned during the preceding six-month period up to a maximum of the number of points assessed for the period as per Section 7.4.

7.3.4. Membership Status Changes:

Any member who joins the Club or changes from inactive to active will be assessed task points beginning with the next calendar period. Any member who leaves the Club will be credited points earned during the current period up to a maximum of the number of points assessed for the period.

7.3.5. Non-Carry-Over of Points:

No task points carry over to the next period and may not be transferred to other members.

7.3.6. Recording of Points:

The Task Point Manager, appointed by the Board, is responsible for recording task points earned by each member and for reporting them to the Treasurer.

7.4. Task Point Earnings:

7.4.1. The following positions exempt the member from required task points:

- Board Members
- Plane Captains, who, in addition, are further exempt from monthly membership dues.
- Hanger Captains
- Wash & Wax Managers
- Newsletter Manager

7.4.2. The following positions earn the member 3 task points per six-month period:

- Kerosene Inventory Manager
- Oil, Tires & Tubes Inventory Manager
- Task Points Manager

7.4.3. The following activities earn task points as set forth:

- |  |            |
|--|------------|
| Secure and coordinate Club Meeting speakers            | 3 Points   |
| Wash & Wax participant (2 hour minimum)                | 2 Points   |
| Annual or Hourly Inspection assistant (2 hour minimum) | 2 Points   |
| Secure Refreshments for Club Meetings                  | 0.5 Points |

8. Fees and Rates for Membership and Aircraft

The Board fixes fees and rates for membership and aircraft. Changes will be communicated via e-mail and the Club's scheduling software.