# BYLAWS PATUXENT RIVER NAVY FLYING CLUB

Enclosures:

- 1) Patuxent River Navy Flying Club Tool Control Program
- 2) Patuxent River Navy Fying Club Aviation Gasoline Quality Assurance Program

#### ARTICLE I - INTRODUCTION

#### Section 1.

This document is subordinate to the Patuxent River Navy Flying Club (hereinafter called the Club) Constitution and all other documents or authorities to which the Constitution is subordinate.

### Section 2.

Cancellation: Periodically this document will be reviewed and revised as required by proper authority, by changes to prevailing documents, or as defined in Article X, Section 2 of these bylaws. This document cancels and supersedes the revision of June, 2003 and was revised on the basis of higher authority.

#### ARTICLE II - MEMBERSHIP CLASSIFICATIONS AND PRIVILEGES

## Section 1.

An applicant shall be considered a member when he or she has been favorably approved by the Manager or President of the Club. When favorably approved, and initial membership fees are paid, each member will be in an *active* status and enjoy all benefits of the Club.

## Section 2.

Individuals of a family who are each otherwise eligible for Club membership may collectively apply for a Family membership subject to membership fees and monthly dues as set forth in Articles VII and VIII, respectively. Once a Family membership is approved by the Manager or President of the Club, each individual family member will be considered an individual Club member.

#### Section 3.

A member may be granted *inactive* status by the Board upon that member's written request giving an explanation satisfactory to the Board of the member's inability to continue using Club facilities for a period of at least 90 days. All privileges accorded any other member of the Club shall be extended to a member in this status, except for voting and flying privileges. Monthly dues for an inactive member shall be as stated in Article VIII.

#### Section 4.

A member may be placed in *suspended* status with reason by a majority action of the Board, and will thereby be temporarily denied all the privileges of membership in the Club. Dues, assessments, and the member's responsibilities as a member of the Club shall continue. The period of suspension shall be limited to 30 days, at the end of which time the Board shall be required to take further action, or the suspension shall end automatically.

#### Section 5.

A member may be placed in a *grounded* status that does not affect the member's status as described above. This status does not require Club Manager or Board of Directors' concurrence but may be automatic as a result of expiration of medical, covenant, annual Club flight tests and checks, or other current requirements. A member may also be *grounded* for being in financial arrears as defines in ARTICLE VIII, Section 2. A *grounded* status may be cleared by righting the discrepancy and having the Club manager or a member of the Board so acknowledge and correct the records.

## Section 6.

When a member is in a status other than active, the member's file jacket shall be removed from the active file, and placed into the inactive file for record keeping purposes. The member's online account will be changed to inactive.

# ARTICLE III - MEMBERSHIP APPLICATIONS, RESIGNATIONS, AND EXPULSIONS Section 1.

The number of members shall be limited at the discretion of the Board, based on the amount of equipment and the average time the equipment is in use, to allow reasonable use by each member without undue restrictions. Memberships are not transferable.

### Section 2.

Applications for membership shall be addressed to the Manager, who shall approve or disapprove the application not later than the next regular Board meeting. The Board may approve membership pending action by the Manager.

### Section 3.

Resignations shall be addressed to the Financial Secretary or Manager. The member's account will be noted with the effective date of the resignation.

## Section 4.

Upon approval of the Board, resignations shall become effective no earlier than the date that all financial obligations to the Club have been resolved. NOTE: THE MEMBER IS RESPONSIBLE FOR ANY AND ALL DUES AND FEES ACCRUED UNTIL THE DATE OF EFFECT OF THE RESIGNATION. Thus, a member must notify the Club of the member's plans to resign in advance, within a reasonable period of time before the intended date of resignation.

## Section 5,

The Board may, by a majority vote, discontinue an individual's membership for cause. Suspension shall take place immediately, and final expulsion may occur at a date set by the Board members. Such action may be appealed to the Commanding Officer whose decision is final.

#### Section 6.

An expelled member is still responsible for payment of any dues and or fees accrued up until the date of effect of the expulsion.

## Section 7.

Pursuant to any action required by ARTICLE VI, Section 6 of these Bylaws, a member's file shall be retained for a period of not less than seven years. The file shall be relegated to the "Former member's repository" and shall include a statement of the status or a copy of the "Letter of Good Standing" at time of termination.

#### ARTICLE IV - FLYING REGULATIONS

## Section 1.

Flying regulations and any other regulations deemed necessary shall be adopted and have the same force and effect as if published as part of these Bylaws.

## ARTICLE V - DUTIES OF OFFICERS AND MEMBERS

#### Section 1.

The Club is established in accordance with BUPERSINST 1710.22 as a voluntary, non-profit organization for the joint welfare and recreation of all members. Therefore, it is the equal responsibility of every member to help the Club operate in an efficient, safe, and cost-effective manner. It is incumbent upon each member to serve on the Board in turn, or if that is not feasible, to devote an equal amount of personal free time working for the Club as they do taking advantage of the Club's facilities.

## Section 2.

It shall be the duty of all Board members to conduct the activities of the Club in an efficient and businesslike manner and to safeguard the interests of the Club at all times.

## Section 3.

The President shall preside at the meetings of the Club, appoint all committees, act as an exofficio member thereon, and perform all other duties that properly pertain to this office.

#### Section 4.

The Vice-President shall act as President in the absence of the latter, and shall have complete charge of all elections except for that of Vice-President, in which case an officer chosen by the Board shall preside. In the event of the absence of both the President and Vice-President at any regular or special meeting, the Chairman shall be selected in the sequence in which the Officers are listed in the Constitution.

### Section 5.

The Operations Officer shall be responsible for the general operation of the Club's aircraft, including insurance, fuel supply, approval of the use of Club aircraft for a cross-country as defined in Article VII, and accounting for aircraft usage and operational costs on a monthly basis. The Operations Officer will chair the Club standardization board.

## Section 6.

The Maintenance Officer should have an aircraft maintenance background gained from either military or civil aviation, shall be a member of the Board of Directors, and will exercise general supervision over the club's aircraft maintenance program to ensure that all aircraft are in an airworthy condition. Maintenance Officer is to ensure an aggressive and pro-active approach is taken to identify and correct aircraft discrepancies and to ensure compliance with

aircraft inspections per reference (c) of BUPERSINST 1710.22. The Maintenance Officer shall be responsible for the proper maintenance of all Club equipment, the hangar facility, develop a written positive tool control program, and other responsibilities as outlined in BUPERSINST 1710.22, Chapter 6, section 603. The Maintenance Officer shall report on the status of equipment at membership meetings. The Maintenance Officer shall keep records (engine and aircraft logbooks, etc.) for proper accounting of the operations of the equipment. The Maintenance Officer shall have the authority to ground Club aircraft which are deemed not airworthy, or, remove from or raise to an operational status of any Club owned equipment.

## Section 7.

The Safety Officer shall be a private pilot with at least 200 flying hours and shall be responsible for an active flight and ground safety program as pertains to all operations of the Club. The Safety Officer and shall maintain close liaison with the aviation and general safety officers of the installation. The Safety officer works closely with the command safety advisor and FAA Accident Prevention Specialists to develop and maintain a rigorous and pro-active mishap prevention program. The Safety Officer shall have the authority to ground any Club member for unsafe practices, reporting this action to the other members of the Board as soon as practicable. The Safety Officer shall investigate and report on all aircraft mishaps and other accidents and incidents and is responsible for convening the Mishap Investigation Team (MIT) when a mishap is initially reported. The Safety Officer shall ensure that all reportable mishaps are brought to the immediate attention of the NAS Patuxent River Aviation Safety Officer (ASO) and NAS Commanding Officer. The Safety Officer shall also perform all other duties as properly pertain to this office.

#### Section 8.

The Financial Secretary shall coordinate with Military Welfare and Recreation Department of NAS (MWR) and the Club manager to facilitate the handling of all Club money. Monitor any and all Club accounts maintained in federally insured depositories, coordinate all authorized disbursements, and maintain prescribed accounting records. Make a monthly and an annual report to MWR of official transactions and perform all other duties as properly pertain to this office.

## Section 9.

The Secretary shall conduct all correspondence at the direction of the Club or its officers, take the minutes of the meetings, make an accurate record of the proceedings, and perform all other duties that properly pertain to this office. The Secretary will notify BOD members and staff personnel of BOD meeting times and dates and disseminate information to BOD members.

## Section 10.

The Chief Certified Flight Instructor, also referred to as Chief CFI, must be an FAA certified flight instructor appropriately rated for all pilot training courses offered through the Club. The CFI shall serve as the focal point of flight instruction within the Club. The Chief Flight Instructor shall serve as a liaison between the Board and Club CFI's, and shall set and maintain standards for instruction. The CFI will define flight instructor's duties and responsibilities, maintain pilot training records and folders for all club members, train all club Flight Clearance Authorities in flight clearing duties and responsibilities, ensure proper endorsement of student certificates and logbooks as required in Federal Aviation Regulation (FAR), and develop standard operating

procedures (SOP) to be used by all club flight instructors. SOPs are to be part of the club instructions as required by BUPERSINST 1710.22. The Chief Flight Instructor shall serve as the check pilot for each flight instructor applying to instruct in the Club prior to final Manager's approval of that flight instructor.

## Section 11.

The Information Technology Officer (ITO) shall have responsibility for all information technology items to include hardware, software, and social media as they relate to the Club. The ITO assists the Club Manager to perform routine functions by ensuring the Club computer, printers, and fax are in good working order, researches and loads additional aviation software/applications to aid in flight planning, updates aircraft GPS database(s), and manages the online aircraft scheduling and management tool. The ITO provides briefs as needed to update or introduce members to new flight applications and technologies.

## Section 12.

The duties of the Board shall be to advise and assist the Manager in the administration and operation of the Club in a safe and efficient manner. The Board has supervisory authority over member flying privileges and acts in a judicial capacity on Club rule violations. Additionally, the Board will advise the Manager on proper compensation for mechanics and instructors, to protect the Club's interests and safeguard its welfare, and to submit its findings and recommendations to the membership for approval.

## Section 13.

The duties of the members shall be to attend all meetings, to participate in all Club activities, to serve on the Board, to assist the Board in the enforcement of the Constitution, Bylaws, and subsequent regulations, to serve on committees as appointed by the Board, to conduct themselves in a proper and fitting manner, to uphold the dignity of the Club, to protect the Club's interests; to exercise due caution and safety in flying; and to observe all state, local, Navy, Club, and federal flying rules and regulations.

## ARTICLE VI - GENERAL FINANCES

## Section 1.

Day-to-day financial management shall be performed by the Manager and Financial Secretary under the under the cognizance of MWR. Financial management shall be in accordance with NAVSO P-3520 "Non-appropriated Fund Accounting Procedures", SECNAVINST 7510.7 "Department of the Navy Audit Manual for Management", and such other regulations as prescribed by the Comptroller of the Navy or competent authority. Financial planning shall be the responsibility of the Manager and financial monitoring is the responsibility of the MWR Director. The Manager and Financial Secretary should have the knowledge of account balances, debit, credits, and future financial transactions sufficient to properly brief the board of directors on appropriate financial actions.

## Section 2.

All property (aircraft and accessories, etc.) procured for the Club shall be for the joint use of all not grounded active members.

## Section 3.

In the event of any mishap resulting in any damage that may have resulted from operation of Club aircraft or equipment, except where provided for elsewhere in the Club regulations, the following specific rules shall apply:

- a. The Safety Officer shall convene the Mishap Investigation Team per the PRNFC Flying Regulations.
- b. In accordance with BUPERINST 1710.22, the President may appoint a Mishap Board independent of the Mishap Investigation Team in order to ascertain whether the mishap was related to pilot error, insufficient flight planning, a violation of Federal Aviation Regulations, or violations of any other civilian, Club, or military regulations. This Mishap Board shall make a recommendation to the President as to whether any judicial action against the mishap pilot is warranted. Members of the Mishap Investigation Team shall not serve on the Mishap Board and vice versa.
- c. If any mishap is caused through pilot error, insufficient flight planning, violation of Federal Aviation Regulations, and/or violation of any civilian, Club, or military regulation, as determined by the Mishap Board or competent authority (i.e. the FAA), the member(s) at fault shall be responsible for paying the uninsured portion of the physical damages and recovery cost. Any violations will be reported to the installation/NAS Commanding Officer for further disposition. In the event that no hull insurance is carried on the aircraft, as is normal for government-owned aircraft such as the T-34B or T-41C, the pilot at fault shall be responsible for the cost of repairs and recovery not to exceed \$2,500.
- d. In the event that the pilot at fault is unable to pay the total damages up to the \$2,500 limit, the balance of repair shall be taken from the Club treasury. The account of the person at fault will be charged for this amount and action will be taken to recover the amount from the person.
- e. Any balance due to the Club as a result of actions in Section 3, paragraphs (c) and/or (d), are due to the club within 180 calendar days of notification by the Board of the amount owed.
- f. The Board of Directors has the power to investigate mishaps, to penalize members of the Club for violation of good flying practices, and the power of expulsion for unsafe operation.

<u>Section 4.</u> Any member of the Club finding it necessary to purchase repair parts, or to have any repair work performed on the equipment of the Club in an emergency or on a cross-country flight, on approval by the Club Manager or Club Maintenance Officer, may do so in the member's own name, and upon presentation of a properly receipted bill for such sales and/or service, shall be reimbursed or given credit by the Club.

## Section 5.

No member of the Club shall make direct purchases in the name of the Club, with the exception of Article VI, Section 4.

## Section 6.

Any member who is delinquent 60 days or more in payment of monthly dues is subject to suspension by the Board. Suspended members who are 90 or more days delinquent in payment may be expelled from the Club. The President will take action to have the records of the expelled member closed out.

## Section 7.

Assessments of payment due as determined necessary by the Board, may be made on members of the Club.

#### Section 8.

An audit of the Club's financial records shall be made at regular intervals in accordance with BUPERSINST 1710.22, chapter 10, paragraph 1002, ref (q), enci (1). Flying club financial records shall be audited annually by the local command evaluation representative. Special audits may be conducted at any time.

#### ARTICLE VII - MEMBERSHIP FEE

An initial membership fee of \$40.00 plus a \$10.00 non-refundable processing fee shall be charged each new member at the time the application is submitted. The family membership fee shall be \$20.00 in addition to the original member's fees, plus a \$10.00 non-refundable processing fee for each additional family member. If a member can produce a copy of a "Letter of Good Standing" from previous membership in a Department of Defense Flying Club, then the \$40.00 initial membership fee may be waived.

## ARTICLE VIII - DUES AND FLYING RATES

#### Section 1.

Dues shall be payable, in advance, on the first day of each month. The individual membership dues are \$25.00 per month and the family membership dues are \$30.00 per month. Inactive individual membership dues are \$5.00 per month, and inactive family membership dues are \$7.00 per month. Dues for enlisted military personnel E5 and below are \$15.00 per month. Dues paid a year in advance will be discounted by an amount equivalent to one month of dues (12 months of dues for the price of 11 months).

## Section 2.

The Club shall operate on a pay-as-you-go basis. All members are required to pay for charges as they are incurred. Payments shall be in the form of a check or credit card only. Payment by check (rather than credit card) is encouraged. Members incurring a balance of \$50.00 or more, extending beyond the end of the current month of that balance due, will be considered to be in financial arrears.

## Section 3.

The Board, in accordance with ARTICLE IX, will publish and post in the Club, ready room rental rates for the Club aircraft. Aircraft rental rates for flights beginning after 0700 and ending by 1300 local time on the same day (aircraft parked back at the PRNFC ramp) on Monday through Friday, excluding federal holidays, will be discounted 10% off of the published rental rate.

#### Section 4.

For the purposes of these Bylaws and any other regulations, any flight during which a Club aircraft is away from the home field for a period planned to exceed 24 hours, or exceeding a 100 nautical mile radius, shall be deemed a cross-country flight, requiring formal submittal of a cross-country request to the Operations Officer or the Manager.

## Section 5.

Cross-country flights are expected to log at least 2 hours flight time per 24-hour period. If fewer hours are flown, the member may be charged an additional fee up to the cost of 2 flight hours per 24-hour period for the aircraft utilized at the Manager's discretion. No minimum charge shall be made for a period for which a member presents evidence satisfactory to the Manager that returning to Patuxent River NAS was prohibited by inclement weather or other circumstances beyond the member's control.

## ARTICLE IX - REVISION OF ASSESSMENTS

Upon the recommendation of the Board, such recommendation being based on actual costs of operations of the Club, the Manager may revise as necessary any fees, assessments, flying rates, etc.

## ARTICLE X - MISCELLANEOUS

## Section 1.

Prior to being accepted into membership, each prospective member of this Club shall have agreed in writing to:

- a. Observe and abide by all rules and regulations of this Club;
- Acquaint himself/herself thoroughly with the local field rules of all airports or fields where Club equipment is operated;
- c. Observe and abide by the most current version of BUPERSINST 1710.22 and the Club governing documents, and
- d. Observe and abide by all Federal Aviation Regulations.

#### Section 2.

Except as hereinafter provided, these Bylaws or any additional or amended Bylaws, and the Flying Regulations or any other regulations deemed necessary, may be altered or repealed and new Bylaws may be adopted at any regular meeting of the Board of Directors, without notice, by a majority of the Board members, or at any special meeting of the whole Club membership, the notice of which shall set forth the terms of the proposed amendment, by a majority of the votes of the members present, providing those present constitute a quorum.

## Section 3.

Where there is a conflict between these Bylaws, PRNFC Flying Regulations, local NAS instructions, or those instructions governing Navy Flying Clubs, the most restrictive shall take precedence.

## Section 4.

Revisions and changes to these Bylaws become effective immediately upon approval of the Commanding Officer, Naval Air Station, Patuxent River, MD.

APPROVAL			
From: Commanding Office	er Naval Air Station F	atuxent River	
To: Patuxent River Nav	y Flying Club		
Bylaws are heroby:			
Stall stan	Approved		Disapproved

## Patuxent River Navy Flying Club

## TOOL CONTROL PROGRAM

Reference: BUPERS INST 1710.22

The following is implemented to effect positive tool control:

- 1. Any person engaged in maintenance of PRNFC operated aircraft shall adhere to this program.
- Tools owned by PRNFC shall be either:
  - a. Stored in the appropriate club tool box assigned for their use, or
  - b Under the control of the individual responsible for their use.
- 3. Personal tools belonging to those engaged in the maintenance of PRNFC operated aircraft shall be either:
  - a. Stored in the tool box provided by the owner of the tools, or
  - b. Under the control of the individual responsible for their use.
- 4. Personal tools shall be engraved or otherwise marked to identify ownership.
- 5. At the completion of each shift or period of time engaged in maintenance of PRNFC operated aircraft, maintenance personnel shall confirm that all tools are accounted for and properly stored.
- Maintenance personnel signing off corrective actions on Aircraft Discrepancy Book
  Maintenance Action Forms shall confirm accountability of all tools used by placing an ATAF
  statement in the corrective action space.
- 7. Upon discovering a missing tool, maintenance personnel shall notify the maintenance officer or the club manager. Action to be taken will be determined following consultation between the maintenance officer or club manager and the maintenance personnel involved.

Printe maintenance officer

9 June 2003

Reviewed for sufficiency OY September 2015 - Chaptering Day MUNICIPE Mont. Of.

## PATUXENT RIVER NAVY FLYING CLUB

P.O. Box 332
Naval Air Station
Patusent River, Maryland 20670

# **Aviation Gasoline Quality Assurance**

- 1. Club members are charged with the responsibility of determining the proper grade and cleanliness of fuel in the aircraft they are operating.
- Club manager, operations Officer, or club A&P shall monthly drain the pump filter bowel of accumulated water or sediment if present.
- Club Manager, operations officer, or club A&P shall no less than annually change the filter elements in said pump filters.
- 4. Club representative meeting the fuel delivery driver shall confirms that the fuel to be delivered is of proper grade and also confirms that the fuel storage tank fill point is properly secured after delivery.

Aeriened to Sufficiency Of September 2015 - Officer, Don Millamor ACHEC Maistres Officer