

Smiths Falls Flying Club
Rules and Regulations
Jan 1, 2015

All Members are required to comply with the applicable terms and conditions as defined in this document.

Any questions regarding the interpretation of this document, or suggested changes should be directed to the President or any Director of the Flying Club.

1) Membership

a) General

i) All applications for membership or changes shall be presented to the Board of Directors for approval. All approvals shall be by a formal motion and by majority vote.

ii) Fees (see Appendix A) shall be reviewed annually and are payable no later than January 31 of the applicable year or as defined in App A.

iii) Members shall be billed according to the schedule in appendix A

iv) All members will be issued the security code for the Club House

b) Membership categories

See the Smiths Falls Flying Club Constitution and By-Laws for details

i) Active Membership

ii) Student Membership

iii) Family Membership

Where a member wishes to include (any number of) other family members on his or her membership, a \$35 surcharge will be added annually to the prime member's fee. (See Appendix A for rates)

iv) Honourary, Lifetime Membership

2) Hangars and Hangar Sites

a) General

i) No hangar may be sold nor any building erected nor any existing hangar altered without the approval of the Board of Directors.

ii) If a hangar is for sale, the Smiths Falls Flying Club has the first option to buy.

iii) Applications for the development of new sites (leases) must be approved by the Board of Directors and submitted to the Town of Smiths Falls for approval in council (By-Law amendment) and to the Township of Montague

for their approval. These approvals must be secured prior to beginning any work on the site.

iv) Any person applying to rent hangar space owned by the Club, must be an Active or Honourary Lifetime Member in good standing. (Also see para 4b, iii.)

v) Any person applying to lease a lot must pay to the Club the full lease payment, regardless of the date of application (para 2d). If the lessee, for any reason does not start construction within that calendar year, then he or she must pay subsequent, annual lease renewal(s) when due. If the lessee has not sought approvals from the Township within 6 months from having approval from the Board, or has not started construction within 12 months from date of approvals by the Township and another member wishes to lease the lot in question during this “hold” timeframe, then the lessee is required to commit to and begin construction within 6 months or relinquish the lot. (Also see para 2c, iii) In the event that the lot is relinquished the lease payment made for the current year may be refunded at the discretion of the Board of Directors.

b) Ownership (Non Commercial Hangars).

i) In order to own a hangar at Smiths Falls one must be an Active or Honourary Lifetime member.

ii) Anyone applying for a hangar site or applying to purchase an existing hangar or assuming ownership as a gift must be an Active Member and an aircraft owner. A member is considered an aircraft owner even if the aircraft is under construction. The applicant must present his/her application to the Board of Directors in person at a Director's meeting and explain the intended use for the hangar and present specifications and site planning details (if a new build). Arrangements must be made prior to the meeting, with the President (or hangar site chairperson). New owners must be reminded of the Ontario Municipal Tax Regulations as they apply to privately owned hangars.

In circumstances where an individual inherits a hangar the hangar site chairperson shall advise the inheritor of their rights, obligations and responsibilities as defined in this document and in the Smiths Falls Flying Club Constitution and By-Laws document. The person must also be reminded that the hangar should be used solely as shelter for privately owned aircraft. This is a requirement specified in Ontario Municipal Tax Regulations.

c) Specifications

i) The Board of Directors has the right to review and change hangar specifications as required.

ii) Hangar plans and specifications must be submitted to the Board of Directors for their approval in advance any construction. Following Board

approval, the applicant is required to apply to Montague Township and secure a Building Permit.

iii) The approval date to commence construction of a hangar shall be deemed the date when all approvals have been secured. Construction must be started within one year after the approval is granted. The hangar must be completed to the satisfaction of the Board of Directors, included final grading and landscaping within one year thereafter.

iv) The hangar size shall be a minimum of 40 feet by 40 feet. Maximum size must not exceed 50 feet by 60 feet. Hangars must have a minimum 12 foot ceiling, must be truss roof construction and must have a hard surface base, i.e. a poured concrete or asphalt pad. If any adjustment to these limits is required due to lot sizes, etc, a written exemption must be secured from the Board of Directors.

v) Electrical installation and outside lighting is recommended for all new hangars and strongly recommended for all existing hangars. The outside lighting, for security and safety reasons, should be a minimum of 50 watt, high pressure sodium with a dusk-to-dawn light-sensitive switch. No electrical wiring shall be performed on existing or new hangars, unless a permit has been secured from the jurisdiction having authority and at completion, all related inspections and approvals must have been completed.

vi) All hangars must be situated a minimum of 30 feet from the edge of the taxiway.

vii) Once a site has been approved for construction, the hangar owner is solely responsible for all costs incurred in construction including the grading and filling as necessary. Hangar owners are responsible to fill, grade and landscape on all sides, front and rear to blend in with their neighbours and surrounding grades. The hangar site committee will have the final say as to where these levels will be. Grass must be planted as needed.

viii) The hangar owner making alterations or changes to an existing hangar, must submit an application of intention, in writing, to the Board of Directors. The Board has the right to reject any applications.

ix) All hangar owners are responsible for clear and visible identification of the hangar site. This identification must be placed on the taxiway side of the hangar and should have minimum 15 cm (6 inches) characters.

d) Hangar Fees, Taxes (Fees are reviewed by the Board of Directors annually)

i) Hangar owners must sign a lease agreement and pay to the Club an annual lease fee of \$100 for each standard sized site occupied.

ii) Hangar owners are responsible to pay MONTAGUE Township property taxes based on the assessment. All hangar taxes are payable to Smiths Falls Flying Club in two installments upon billing dates of January 31st and June

30th, for the current year. Any interest charges incurred by the Smiths Falls Flying Club as a result of taxes not being paid when due, will be charged to the hangar owner(s).

e) Maintenance

i) The hangar owners/renters/users shall be responsible singly, or collectively for the maintenance and tidy appearance of their hangar(s). This includes cutting grass front, sides to half way to the neighbours hangar and rear to the roadway on the east end hangar sites and to the hydro line or halfway to neighbours property for the west end hangar sites. This also includes removal of snow accumulated near taxiways, repairs to exterior walls and roof, removal of any refuse or discarded aircraft, or any discarded aircraft paraphernalia. Upon failure to do so, the Board of Directors may designate the required maintenance to be completed. The cost incurred will be the responsibility of the hangar owner.

ii) All hangar owners/renters/users shall not leave, sit or park with the intention to store outside any vehicle, motor vehicle, boats, trailers or mobile home(s). No hangar owners or visitors shall leave or park vehicles, etc. on his neighbour's allocated leased properties without his neighbour's permission.

iii) Periodic hangar and hangar site inspections will be made by a Hangar Site Inspection Committee selected by the Board of Directors. Decisions made by this committee must be complied with in the time allowed. Upon failure to do so, the Board of Directors may designate the required maintenance to be completed. The cost incurred will be the responsibility of the hangar owner.

f) Non Owner Storage

In the event that a hangar owner permits a third party aircraft to occupy his/her hangar for more than 30 days in the calendar year, the hangar owner is responsible, both, to ensure that the third party is an Active or Honourary Lifetime Member and as well, is responsible for the payment of the occupant's membership fee. (If the occupant fails to pay the fee.)

g) Commercial Operations

If a person wishes to use the facilities of the airport or hangars for commercial purposes, that person must be an Active Member and must present a written application in person to the Board of Directors with an outline of the plan of operation and the intent of the operation. Approval must be secured before any commercial business is conducted.

3) Club Aircraft

All Rules, Regulations and Processes related to the use of Club owned aircraft are described in the SMITHS FALLS FLYING CLUB OPERATIONS CONTROL MANUAL.

a) Aircraft Insurance

i) Both Hull and Liability Insurance coverage levels are determined by the Board of Directors (annually when the Premiums come due).

ii) It is understood and agreed that all pilots and their passengers use SFFC aircraft at their own risk, and as such assume all personal liability. No personal accident or life insurance is provided by SFFC. By use of the SFFC Aircraft, the pilot on behalf of himself and his heirs and executors hereby releases SFFC from any claims made against SFFC, which may arise from the operation or use of the SFFC aircraft by the pilot or his passengers.

4) Property

a) Welcome Centre (Club House)

i) It is every member's responsibility to keep the building and its appliances neat and clean.

ii) Pets are not allowed in the building, except in cases where they are used as an aid for a handicapped person.

iii) All doors must be locked by the last Member out.

b) Field/Runway/Taxiway

i) Pets are not allowed to run free on the airport facilities

ii) No aircraft shall be left parked on runways or taxiways

*iii) The owner of an aircraft that is based **outside**, at the airport, (for more than 30 days in one calendar year) is required to be an Active or Honourary Lifetime Member and as well is subject to a Parking Fee. **See Appendix B for fee details.***

iv) No aircraft shall be parked or left unattended in the apron or gas pump areas in a manner so as to obstruct routine summer or winter maintenance. (snow removal, grass cutting, etc)

Any aircraft parked in the infield in winter shall be clear of the taxiway by a minimum of 30 metres to prevent damage from snow blower output.

v) Motor vehicles should not be operated in the aircraft movement areas. except to access hangars.

vi) Motor vehicles operating in the aircraft movement areas must show flashing hazard lights.

vii) Motor vehicles parked at or near hangars must not obstruct aircraft movements.

vii) Motor vehicles or aircraft are not to be operated on the infield if the ground is in a soft condition.

ix) Owners of aircraft at tie-down locations are required to cut the grass around their aircraft. Upon failure to do so, the Board of Directors may designate the required maintenance to be completed. The cost incurred will be the responsibility of the owner.

x) All persons are requested to be vigilant for the existence of safety hazards and to remove the risk if possible and to report the action or hazard to the Safety Manager as soon as is practicable.

c) Gas Pumps

i) All persons utilizing the automated fuel system are required to exercise all safety procedures. They must not drag the nozzle on the pavement and are required to return the hose and close doors before departing.

5) Document Control

a) Changes and amendments

i) The Board of Directors reserve the right to change or amend any of the Rules and Regulations at any Directors meeting held in accordance with the approved Constitution.

ii) This document must be communicated to the General Membership.

The end

Smiths Falls Flying Club

Appendix A

Membership Rates

The membership rates shown below include 13% for HST. The \$12.00 surcharge shown from Jan. 1 to June 6 covers the cost of 2 tickets for the Fly In Breakfast.

The Family Member surcharge is \$35 plus 13% HST = \$39.55 annually. After July 1, the surcharge will be reduced to \$17.50 plus 13% HST = \$19.77 (includes any number of family members)

Membership Rates		Amounts include GST	
		Active	Student
Jan. 1 to Mar. 31	Full Rate	<u>\$135.60 + \$12.00</u>	<u>\$56.50</u>
Apr. 1 to June 30	75% of Full Rate	<u>\$101.70+ \$12.00*</u>	<u>\$42.38</u>
July 1 to Sept. 30	50% of Full Rate	<u>\$67.80</u>	<u>\$28.25</u>
Oct. 1 to Dec. 31	25% of Full Rate	<u>\$33.9</u>	<u>\$28.25**</u>

*\$12.00 surcharges end June 6.

**Max student discount is 50%

Appendix B

Resident Aircraft Parking Rates (outside)

More than 30 days	\$60.00 per month	<u>13% HST</u>	<u>\$67.80</u>
Less than 30 days	No charge	--	--