

MORRIS AERO CLUB

BYLAWS

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1.0 Name of Club

The name of this Club, as provided by its Articles of Incorporation, shall be “Morris Aero Club”.

2.0 Incorporation and Purpose

The Morris Aero Club was incorporated on November 18, 1965 under Title 15 of the Revised Statutes of the State of New Jersey as a non-profit organization for the purpose of owning and maintaining aircraft suitable for operation and use by its members for personal transportation, recreation, and instruction in the art of flying; to encourage and enable its members to improve their flying skills; to promote and advance the safe use of private aircraft; to provide through its operation and maintenance of Club aircraft an economical flying opportunity for its members; and, to engage in such other ventures, activities or business for the benefit of the Club and its members as are permitted by the Articles of Incorporation of the Club.

3.0 Board of Directors

3.1 Exercise of Corporate Powers

Subject to the limitations imposed by the Corporation Code of the State of New Jersey regarding actions which shall be approved by the members, all corporate powers shall be exercised by or under the authority of, and the business of the Club shall be controlled by, a Board of eight (8) Directors, except that the Board shall not incur indebtedness exceeding fifty percent (50%) of the capital worth of the Club. The number of Directors stated herein shall constitute the authorized number of Directors until changed by an amendment to the Articles of Incorporation and an amendment to these Bylaws.

3.2 Election and Tenure of Office

Directors shall be elected or appointed, as provided herein, for a term of two (2) years. Directors shall hold office until their successors are elected or until they shall resign or be removed. The Directors shall be the President, Vice President – Operations, Vice President – Membership, Treasurer, Secretary, Safety and Education Officer, Chief Flight Instructor, and Maintenance Officer. With the exception of the Chief Flight Instructor and Maintenance Officer, the Directors authorized by this Article shall be elected every two years by secret ballot by the membership during the month of January. The Chief Flight Instructor and Maintenance Officer shall be recommended every two years by members of their respective groups (certified flight instructors and licensed aircraft mechanics) one month prior to the general election and appointed by the Board. In the event of a tie vote, or if there is only one eligible member in the group, the Chief Flight Instructor or Maintenance Officer shall be appointed by the newly-elected Board of Directors, subject to the approval of the membership. A Director may hold more than one of the elected or appointed offices provided by the Bylaws but such Director shall have only one vote as a member of the Board.

3.3 Vacancies

A vacancy in the Board of Directors shall exist in the event of (a) the death, resignation, or removal of any Director; (b) an increase in the authorized number of Directors; or (c) the failure of the members to elect the authorized number of Directors in the biennial election. The Board of Directors shall, within a reasonable time after a directorship

becomes vacant for any reason, appoint a successor who shall hold office for the unexpired term or until his successor is elected.

3.4 Removal of Directors

The entire Board of Directors, as a group, may be removed from office by a majority vote of the membership. Removal of an individual Director shall require two-thirds (2/3) vote of the membership.

3.5 Meetings of the Board of Directors

The Board of Directors shall hold regular quarterly meetings, the date, time and place of which shall be established by the President. Special meetings of the Board of Directors may be called by the President, or if he is absent or is unable or refuses to ac, by a Vice President of the Treasurer, or by any two of the other Directors. Written notice of a special meeting shall be given personally or delivered by mail (postal or electronic) to each Director at least three (3) days before the meeting. Written notice of special meetings need not be given if the written consent of all Directors to waive such notice is obtained at the time of this meeting. Notice of regular meetings held on previously established dates is not required. The minutes of any special meeting of the Board shall contain an entry showing that due notice of the meeting had been given to all Directors or that the Directors waived such notice. Said entry shall be conclusive evidence that due notice had been given to all Directors and in the manner required by applicable law and these Bylaws.

3.6 Quorum

Five of the authorized number of Directors constitutes a quorum of the Board for the transactions of business. Every act done or decision made or resolution passed by the majority of the Directors present at a meeting duly held at which a quorum is present, regardless of how called or noticed, is an act of the Board of Directors. In the event of a tie vote by the Directors, the President shall be entitled to cast an additional vote.

3.7 Compensation for Directors

With the exception of the President, Treasurer, and Maintenance Officer for whom monthly dues are not assessed, there shall be no compensation for Directors.

3.8 Diagram of Club Organization

Board of Directors	Standing Committees
President	
Vice President – Operations	Operations
Vice President – Membership	Membership
Treasurer	
Secretary	
Maintenance Officer	Maintenance
	Electronics
Safety and Education Officer	Safety and Education
Chief Flight Instructor	

4.0 Officers

4.1 General

The officers of the Club shall be President, Vice President – Operations, Vice President – Membership, Treasurer, Secretary, Safety and Education Officer, Maintenance Officer, and Chief Flight Instructor.

4.2 Duties of Officers

4.2.1 President

The President shall be the Chief Executive Officer of the Club and shall, subject to the advice and consent of the Board, direct and manage the affairs, business and employees of the Club. He shall preside at all meetings of the Board of Directors and of the membership. He shall sign, together with a Vice President or the Treasurer, in the name of the Club all contracts, certificates, notes or other documents affecting the business of or in any way binding upon the Club. He shall coordinate the activities of the Club and promote the general welfare of the organization. In the absence or disability of the President, the President shall appoint a Vice President to perform all the duties of the President and in such event, that the Vice President shall be vested with all his powers. In the event the President fails to make such appointment, the Board shall make the appointment. In the absence or disability of the Treasurer, the President shall be vested with the powers of this office and shall perform all of his duties.

4.2.2 Vice President – Operations

The Vice President – Operations shall act as Operations Officer and, as such, shall serve as Chairman of the Operations Committee. He shall assist in the general supervision of the Club operations in accordance with Article 15 of the Bylaws, including aircraft reservation schedules and maintaining a current record of membership qualifications (ratings, checkout status, medical status, etc.). He shall handle all Club correspondence other than that pertaining to membership

4.2.3 Vice President – Membership

The Vice President – Membership shall be responsible for membership development and orientation, including management of the new-member mentoring program and the issuance of Membership Certificates.

4.2.4 Treasurer

The Treasurer shall maintain adequate and correct accounts of the properties and business transactions of the Club, including accounts of its assets, liabilities, receipts, disbursements, gains, losses and capital surplus. He shall be responsible for the payment of all Club financial obligations and for the collection of dues, flight time payments and assessments. He shall prepare and distribute to the members at each membership meeting a written report of current financial condition. The Treasurer shall assist the Board of Directors in the preparation of long-range financial plans and annual operating budgets. He shall prepare and distribute an annual financial report at the first membership meeting of each calendar year. This report will show all receipts (dues and charges), expenditures (maintenance, fuel and oil, hangar rental, insurance fees, etc.) and the financial position at the end of the previous fiscal year. A copy of the report will be sent to members with the minutes of the meeting. The financial books and records shall be open to inspection by the Directors and any member at any reasonable time.

4.2.5 Secretary

The Secretary shall keep a book of minutes of the meetings of the Board of Directors and of the membership. He shall keep a register of the members of the Club. The books and records shall be open to inspection by the Directors and any member at any reasonable time. The Secretary shall prepare and distribute minutes of each Membership Meeting, as well as other information of interest to the members. During all meetings of the Board of Directors and of the membership, he shall act as Club Parliamentarian and be

responsible for resolving all procedural questions in accordance with *Robert's Rules of Order* (www.robertsrules.com), except as modified by these Bylaws.

4.2.6 Safety and Education Officer

The Safety and Education Officer shall be responsible for promoting the safe operation of all Club aircraft. He shall serve as Chairman of the Safety and Education Committee. He shall be responsible for confirming the piloting proficiency of Club members as required by the Club Bylaws.

4.2.7 Maintenance Officer

The Maintenance Officer shall be responsible for the maintenance of all aircraft owned or operated by the Club. He shall serve as Chairman of the Maintenance Committee. He shall be responsible for making certain that Club aircraft meet all FAA requirements and that the Engine and Aircraft Logs are accurate and current.

4.2.8 Chief Flight Instructor

The Chief Flight Instructor shall be responsible for assuring that flight instruction provided to members by approved Club flight instructors is of high quality. He shall be responsible for assuring that the certificates of all approved Club flight instructors are valid.

5.0 Membership

5.1 Authorized Membership and Number of Members

The type and number of memberships in the Club shall be fixed by the Board of Directors and approved by the membership. The number of general membership currently approved is forty (40). No more than twenty-five percent (25%) of the Club membership shall be comprised of student pilots. The number of special memberships shall be based on the needs of the Club as determined by the Board.

5.2 Qualifications for Membership

The Board of Directors shall be empowered to fix the conditions and requirements for membership. Members must be of good moral character, responsible, and financially able to meet the financial obligations of the Club. They must possess or have the ability to procure all licenses, certificates, and permits required by any government agency for the operations of aircraft. Candidates for membership must be approved unanimously by the Board and pay the applicable initiation and membership purchase fees for admission.

5.3 Types of Membership

5.3.1 General Membership

General Members (Members) shall have all the rights and obligations of Club membership including voting rights, the use of Club aircraft, financial responsibility for Club operations and ownership of an equal and undivided interest in Club assets. Candidates for membership shall be accepted for a 30-day provisional period during which the member must be approved by a Club Flight Instructor based on a check ride. Also during the provisional period, a Club mentor shall be assigned to provide orientation in all areas of Club operations other than flight. At any time during the provisional membership period, either the new member or the Club may terminate the membership without prejudice and the initiation and membership purchase fees will be fully refunded.

5.3.2 Special Membership

The privilege of Special Membership may be extended upon the recommendation, as appropriate, of the Chief Flight Instructor or Safety Officer and approval by the Board.

Special Members will be included in the Club member database but will pay no Club dues or assessments. They will have no interest Club assets nor will they have any of the rights and obligations of membership, except that by accepting Special Membership, they agree to be bound by Club Bylaws Article 7.0 (Liability) and 15.0 (Operating Rules). Club liability and hull insurance will cover Special Members.

5.3.2.1 Special Membership – Instructor

The purpose of Special Membership – Instructor is to make flight instruction more readily available to members. The privilege of Special Membership – Instructor may be extended by the Board to any qualified Certified Flight Instructor holding valid certificates. The Special Member – Instructor will be designated a Club Instructor for the purpose of providing flight checks and flight instruction in Club aircraft to members.

Special Members – Instructor will conduct instruction under the direction of the Chief Flight Instructor or Safety Officer. Special members – Instructor must complete a check ride in each type of Club aircraft with either the Chief Flight Instructor or Safety Officer before giving instruction in that type of aircraft. During the check ride, the Special Member – Instructor will demonstrate an acceptable level of instrument competency before giving instrument instruction to a member.

All instruction in Club aircraft shall be in compliance with the Club Bylaws regarding the operation of Club aircraft.

Special Members – Instructor will be permitted to reserve and utilize one hour of free flight time every 90 days, if needed, to maintain currency in type of aircraft for the purpose of instructing Club members. Such currency-related flight must be recorded on the tachometer sheet, or tach sheet, in the instructor's name. Other than for such currency-related flight, Special Members – Instructor may not reserve Club aircraft, nor fly in Club aircraft unless accompanied by a member.

Charges for instruction by a Special Member – Instructor will be paid by the member directly to the instructor at the established Club instruction; such charges will not be billed through the Club.

5.3.2.2 Special Membership – Technical Services

The purpose of Special Membership – Technical Services is to make the services of an appropriately licensed aircraft mechanic available to conduct and supervise the maintenance and repair of Club aircraft. The Special Member – Technical Services shall be designed as a Club Mechanic.

The privilege of Special Membership – Technical Services may be extended by the Board to any appropriately licensed aircraft mechanic.

A Special Member – Technical Services may not act as pilot in command in Club aircraft except in the performance of his duties and then only to the extent qualified to do so under FAA Rules and Club Bylaws.

Special Members – Technical Services will be permitted to reserve and utilize one hour of free flight time every 60 days if needed to maintain currency in type of aircraft for the purpose of rendering technical services. Such currency-related flight must be recorded on the tach sheet in the Special Member's name. Other than for such currency-related flight, Special Members – Technical Services may not reserve the use of Club aircraft, nor fly in Club aircraft unless accompanied by a licensed member. Compensation for a Special Member – Technical Services shall be determined by the Board of Directors.

5.4 Termination of Membership (see also Article 6.7 for financial arrangements)

5.4.1 Voluntary Termination

A membership may be voluntarily terminated by submission of a written letter Resignation to the Vice President-Membership. The termination will be effective upon receipt of the letter of resignation. A membership may not be voluntarily terminated while the member is delinquent in the payment of his/hers account. A voluntarily terminating member is responsible for finding a replacement candidate for the membership acceptable to the Board. This responsibility shall be satisfied if a member previously recruited by the resigning member is a member in good standing at the time of the resignation. The Board may assist in finding a replacement candidate.

5.4.2 Involuntary Termination

The Board of Directors may terminate any membership for cause if, in the sole judgment, such action is warranted. The terminated member shall have no recourse whatsoever against the Club, its assets, members, officers, agents or employees.

5.4.3 Obligations Upon Termination

At the time of termination, whether voluntary or involuntary, members are obligated to Return all Club materials previously furnished to them. Including, without limitation, owner's manuals, aircraft keys, bylaws, and gate passes. The Vice President-Membership shall advise the airport management of the termination. The terminated member shall have no recourse whatsoever against the Club, its assets, members, officers, agents or employees.

6.0 Financial Arrangements

The Board of Directors shall be responsible for the planning, implementation and monitoring of financial operations with the objective of assuring the long-term viability of the Club. This shall include the establishment of initiation and membership purchase fees, dues, assessments, borrowing, and all other areas involving the source and use of funds. A schedule of current fees is given in Appendix I.

6.1 Initiation and Membership Purchase Fees

Initiation and Membership Purchase Fees are intended to provide working capital for Club operations. On and after June 1, 1999 each new member will pay a non-refundable initiation fee and a refundable membership purchase fee. The initiation fee for student pilots will include an additional non-refundable charge. Each Special Member will pay a non-refundable initiation fee of one dollar (\$1.00) and shall not purchase a Club membership.

6.2 Dues

Members shall be assessed monthly dues during the term of their membership. The amount of monthly dues shall be adequate to cover the fixed expense of the Club,

including annual registration fees, insurance premiums, hangar and tie down rentals, loan repayments and other recurring costs, as well as the accrual of reserves as determined by the Board for the future purchase of capital equipment.

6.3 Hourly Flying Charges

Members shall be charged for the time flown at current hourly rates based on tachometer time. Rates shall be adequate to cover all operating and maintenance expenses of the aircraft and shall be specific to the type of aircraft flown. Rates shall include the accrual of reserves as determined by the Board for the overhaul of engine and propeller as well as for the future purchase of capital equipment.

6.4 Assessments

Special assessments may be levied upon members by the Board of Directors in unusual or extreme circumstances.

6.5 Payments

Member accounts shall be billed monthly and shall include dues, hourly charges, and assessments. Accounts are payable upon receipt.

6.6 Late Payments

A member becomes delinquent if his account remains unpaid on the fifth [5th] day of the month following the month for which the bill was rendered. A penalty of ten percent [10%] per month of the unpaid balance shall be imposed on delinquent accounts. Delinquent members are denied the use of Club aircraft. If the member's indebtedness approaches the value of the member's refundable membership purchase fee, the Board of Directors shall terminate the membership in accordance with Article 6.7.2.

6.7 Termination of Membership

6.7.1 Voluntary Termination

A member who voluntarily terminates his/her membership shall, subject to the provisions of this Article 6.7 be entitled to receive a membership purchase fee refund in the amount of the refundable membership purchase fee actually paid. Such refund amount shall be reduced each month by the current monthly dues amount, beginning on the date of termination and continuing until a suitable replacement candidate has been admitted to the Club or the refund amount has been exhausted.

6.7.2 Involuntary Termination

An involuntarily terminated member may, at the discretion of the board of Directors, be entitled to receive a membership purchase fee refund which shall be the greater of seven hundred dollars [\$700] or the amount of the refundable membership purchase fee actually paid, less any monies owed to the Club.

6.7.3 Deductions from Refunds

Any monies owned to the Club plus the value of Club materials not returned shall be deducted from the amount of refundable membership purchase fees refunded under the provisions of this Article 6.7.

6.7.4 Early Termination

If a member resigns prior to a full twelve [12] months of membership, only sixty percent [60%] of that member's refundable membership purchase fee, adjusted as in Article 6.7.3 above, shall be refunded. If a member resigns prior to twenty-four [24] months of membership, only seventy-five percent [75%] of that members refundable membership purchase fee, adjusted as in Article 6.7.3 above, shall be refunded. If a member resigned prior to thirty-six [36] full months of membership, only ninety percent [90%] of that

member's refundable membership purchase fee, adjusted as in Article 6.7.3 above, shall be refunded.

6.7.5 Membership Rights in Liquidation

Upon the winding up or dissolution of the Club, the net assets remaining after settlement of liabilities and provision for contingent liabilities shall be applied to [1] refund to each member the membership purchase fee of seven hundred dollars [\$700] or the amount of the membership purchase fee actually paid, whichever is greater, or a proportional part thereof if the net assets are insufficient for a full refund. The amount of the refund shall be reduced for any unpaid member account balances outstanding at the time of the refund, and then [2] divided equally the remaining assets, if any, among the members in good standing who have been members for at least one [1] year on the date of dissolution.

6.7.6 Membership Rights in Liquidation

7.0 Liability

7.1 Insurance

The Club shall carry hull insurance to cover Club aircraft against on-ground and in-flight physical damage, and shall carry liability insurance to protect the Club as a corporation and the members individually against claims for bodily injury and property damage. The amount of insurance carried shall be adequate in the judgment of the Board of Directors. Individual members shall be responsible for the safe operation of the Club aircraft. In the event of damage to a Club aircraft, its engine, or equipment caused by an act or omission on the part of the member, such member shall be liable for the damage sustained and may be assessed by the Board the amount of the uninsured, un-reimbursable cost of repair or replacement, not to exceed, however, the deductible amount of the applicable insurance policy.

7.2 Negligence

In the event that any member is found by the Accident Investigation Board, described in Article 7.3 below, to have caused loss, damage, destruction or injury to the Club or its aircraft, engines, or equipment through or by reason of gross negligence, or willful violation of any law, regulation, or rule of the Federal Government, or any state, or of the Club, or while under the influence of intoxicating beverages or drugs, the member or his estate will be held liable for all such loss, damage, destruction, or injury that is not covered by insurance.

7.3 Accident Investigation Board

In the event of accident, damage, destruction, or loss of Club aircraft, engines or equipment, the Board of Directors may appoint an Accident Investigation Board consisting of three members. This board shall then investigate the incident and present its findings of fact and recommendations to the Board of Directors. The Board of Directors shall then take whatever action it deems appropriate under Articles 7.1 and 7.2 of this article. Findings of the Board shall not take precedence over the findings of the FAA, NTSB, or any other civil agency having cognizance.

7.4 Limitation of Liability

The Club assumes no responsibility whatsoever to any member for the results of acts or omissions of a member involving Club aircraft except insofar as protection is afforded by insurance carried by the Club.

8.0 Membership Meetings

8.1 Meeting Schedule

Meetings of the membership shall be held at least once each calendar quarter or more frequently if necessary. A schedule of meetings for the next calendar year will be published in the minutes of the final Membership Meeting held in the preceding year. The President or the Board of Directors shall be required to call a special membership meeting at the written request of three or more members. Members shall be notified in writing at least 10 days prior to the date of any special membership meeting.

8.2 Quorum

Eleven members shall constitute a quorum for the transaction of business at a general membership meeting.

8.3 Majority Rule

Except as otherwise provided in these Bylaws, a majority of the members present at any meeting at which a quorum is present may take action on any matter.

8.4 Voting Rights

Each member shall be entitled to one vote. A member may vote in person or through a proxy appointed by such member in a written document signed by such member.

9.0 Equipment

The Club shall be authorized to own aircraft for operation by the members. Aircraft shall be suitable and adequate for training and cross country operation and shall be equipped with instruments, navigation aids, and such other equipment as may be deemed necessary. Aircraft, engines, and equipment shall be maintained by a licensed aircraft mechanic in a manner appropriate to FAA Part 91 Aircraft Operation Regulations.

10.0 Committees

10.1 Standing Committees

The following standing committees shall be established to manage the day-to-day operations of the Club.

10.1.1 Operations Committee

The Operations Committee shall be responsible for making recommendations to the Board for the purchase of required equipment and supplies, establishing procedures for handling Club aircraft on the ground and in-flight, monitoring and correcting scheduling problems, calling on members at regular intervals for help in cleaning the Club aircraft, and recommending any changes which may become necessary in Club policies.

10.1.2 Maintenance Committee

The Maintenance Committee shall be responsible for correcting reported aircraft deficiencies, inspecting aircraft at regular intervals and correcting any deficiencies, maintaining a log of repairs to aircraft, calling on members for assistance in performing maintenance duties, applying any FAA-mandated modification to Club aircraft and recommending to members procedures and/or techniques which will reduce maintenance costs.

10.1.3 Safety And Education Committee

The Safety and Education Committee shall be responsible for arranging lectures or discussions at membership meetings on various aspects of aviation that will be helpful to members in improving flying skills or up-grading licenses, reporting and pertinent

changes in the FARs, maintaining a library of study aids and FAA publications, reporting new findings in the field of air safety, maintaining liaison with local tower and airport authorities for the purpose of improving mutual relations, reporting the causes of local accidents as determined by an FAA, NTSB, or local investigation, and generally promoting safe operation of Club aircraft.

10.2 Special Committees

Special committees may be established or terminated by the Board as the needs of the Club require. Special committee chairmen shall be appointed by the President.

11.0 Amendments to Bylaws

Bylaws of the Club shall, with the exception of Article 15 [Operating Rules], be adopted, amended, or repealed by the majority vote of a quorum in a membership meeting, provided that the proposed change has been mailed to the entire membership not less than ten [10] days prior to the meeting at which such vote is to be taken. Article 15 [Operating Rules] may be adopted, amended, or repealed by the Board of Directors or by the membership at any meeting at which a quorum is present. Every five years the President shall appoint a temporary committee to review the Bylaws and develop a recommendation as to the need for amendments.

12.0 Principal Office

The principal office of the Club shall be established and maintained at the office of the Treasurer, Box 113, Towaco, New Jersey, 07082.

13.0 Fiscal Year

The fiscal year of the Club shall be the twelve months beginning on November 1st and ending on October 31st.

14.0 Definitions

14.1 Member

The term “member” or “members” as applied in the Club Bylaws means and is limited to “general member” or “general members” unless the term as used is otherwise qualified.

14.2 Gender

The terms “he” and “his” as applied in these Club Bylaws means “he” or “she” and “his” or “hers” as appropriate to the context in which it is used.

15.0 Rules of Operation

The Article 15 – Rules of Operation section is contained in a separate document that is included by reference as part of the Bylaws.

16.0 Overriding Guidelines

No operating rule is to be construed as overriding FAA regulations, airport rules, or instructions in the Owners Operating Manual.