

	<h1 style="text-align: center;">PROPWASH</h1> <p style="text-align: center;">Propwash is published for dissemination of information about and for this chapter and its members. President Joe Baldauf, Vice President Wayne Johnson 585-9614, Secretary Bryan Tauchen, Treasurer Ed McWhiney , Editor Jimmie Holt 783-7450 http://EAA190.org</p>	
Tennessee Valley	EAA Chapter 190	June '09

This Meeting – June 20th

AFTER the Fly-In about 1030, At Moontown.

President’s Notes:

This month we plan to have a great fly in breakfast. Buckhorn HS Band is now on the food line and we seem to have the flight line and tower going fairly well. In addition we are going to have a technical session (please sign up ASAP) on working with composite materials and foam. We will be building Chocks. We will ask for a donation of \$8 for supplies so we can replenish our supply chest when done. I need to know the count this week if possible. Please send me a note at joe.baldauf@us.army.mil so we can plan accordingly. I am hoping to get a few of the repeat visitors interested as well... We will do the main build on Saturday from 1030-1130 and need to come back Sunday afternoon to do some last minute trim and finish work. This is a chance to see if you want to work with composite material and foam. Jon has some good words and demonstrations about the relseny of composite materials. Otherwise please come out and support the flight line, enjoy the commradery and take in some good wisdom about aviation. See you on the 20th!
 Joe

New Court Ruling may Spell Bad News for Builders:

OK Guys, Pay attention. This court decision may affect your ability to make insurance claims if you have performed modifications to your homebuilt after initial FAA certification. This is a California case, but the rules are pretty clear. I have removed the names of the Insurance company and the builder – because they are not core to the issue.

In a case of THE BUILDER’S INSURANCE COMPANY vs. THE BUILDER,

The Builder’s insurance Company issued an insurance policy covering The Builder's home-built experimental aircraft. After The Builder's aircraft crashed on May 7, 1995, The Builder’s insurance Company sought a declaration from the district court that, because The Builder had not complied with the terms of the policy, thus The Builder’s insurance Company had no duty to defend or indemnify The Builder for any claims arising from the accident. The district court granted summary judgment in The Builder’s insurance Company's favor.

The Builder, an experienced pilot and builder of experimental aircraft, holds a private pilot certificate and a repairman's certificate. The builder had built two aircraft. The second plane was built largely from Rutan Aircraft's "Long EZ" plans. Because The Builder made several modifications to these plans, he refers to his hybrid design as the "The Builder's Long EZ".

A note: The builder cannot name the aircraft according to the plans if the plane was not built per the plans – exactly.

The Builder's insurance Company policy contained an exclusion from liability that stated: This Policy does not cover bodily injury, property damage or loss . . . [w]hen your insured aircraft is in flight unless it [] is certified for flight by the FAA, initially, and after a modification which requires recertification.

The FAA initially certified The Builder's aircraft but conditioned The Builder's airworthiness certificate on thirteen "Operating Limitations." One limitation required that "[t]he cognizant FAA Flight Office must be notified and their response received in writing prior to flying this aircraft **after incorporating a major change as defined by [14 C.F.R. S 21.93].**" (FAR Part 21.93) A major change is any change having any "appreciable effect on the weight, balance, structural strength, reliability, operational characteristics, or other characteristics affecting the airworthiness of the product."

This aircraft was equipped with a gravity feed fuel system at the time of the FAA's initial certification. After receiving his initial certification, The Builder made a series of changes to his fuel system without notifying the FAA. He converted the gravity feed system into a pressurized fuel system. After flying the aircraft for fifteen hours, he removed the fuel pumps and reconfigured the system to its original gravity feed design, again without notifying the FAA. Hoping to improve the performance of his aircraft, The Builder soon reinstalled the mechanized fuel pumps but again failed to inform the FAA of this change. The Builder eventually grew dissatisfied with the

pressurized fuel system, and he removed the pumps--once again without notifying the FAA.

After the crash, The Builder's insurance Company filed a suit in federal district court, asserting diversity jurisdiction and seeking a declaration that it had no duty to defend or indemnify The Builder for claims arising from the accident. The district court granted summary judgment in The Builder's insurance Company's favor.

The Policy Exclusion stated that The Builder's aircraft would be covered only if it was certified for flight "after a modification which requires recertification." This language explicitly premised coverage on The Builder's compliance with FAA restrictions. These restrictions included an operating limitation that required The Builder to notify the FAA upon making a change that could affect the "reliability, operational characteristics, or other characteristics affecting the airworthiness of the [aircraft]." No person may operate a civil aircraft without complying with the operational limitations . . . prescribed by the certificating authority of the country of registry."). The Builder's failure to notify the FAA of his repeated modifications to his aircraft's fuel system clearly triggered the Policy Exclusion and released The Builder's insurance Company from any obligation to indemnify The Builder.

The Builder argued that the series of modifications he made to his aircraft's fuel system did not constitute a "major change" because the fuel system at the time of the crash was in the same configuration as at the time of the initial certification. Common sense dictates that altering the method of delivering fuel to the engine of an aircraft has an obvious and substantial effect on the "reliability, operational characteristics, or other characteristics affecting the airworthiness of the [aircraft]." The fact that The Builder made repeated changes to the fuel system did not remedy his failure to notify the FAA prior to making each change. Each change The Builder made to the fuel system was major, and each change therefore required FAA notification under the operating limitation.

The policy clearly linked The Builder's insurance Company's coverage to the continued validity of the FAA's certification of The Builder's aircraft.

So pay attention. Any changes made to the Aircraft that is not already approved via an STC for the specific aircraft make and model, must be presented to the FAA for approval. Even then the STC must be filed for that aircraft. This is often done through the use of a form 337. You can make all the changes you want BEFORE the aircraft is licensed. After that you have a legal and self protective obligation to get the FAA involved.

Be safe!

By: **Jon Moore**

Lebanon War-Bird Fly-In:

Lebanon Airport and the local EAA chapter are hosting a warbird fly-in on the 13th and 14th. The airport will host a myriad of classic aircraft including Yak-52's, T-6 Texans, Stearmans, and even a B-17 Flying Fortress. This should be a great fly-in and I urge every that can to stop by.

Tennessee Valley Air Race

Speed Dash / Airshow:

June 13,2009

125 nm cross country air race and speed dash event *

Open to experimental and factory aircraft
Sanctioned by the Sport Air Racing League (SARL)

But open to all pilots

Courtland Airport, Courtland, AL (9A4)

A fun way to test your navigational skills and the speed of your aircraft. Run "all out" or just cruise the course. Meet well known race pilots and see their planes. All planes race in their own classes.

DC-3 Visit to Moontown:

For those of you that missed the DC-3 come in to Moontown, it was a site to behold. Despite some rain showers the HERPA DC-3 landed at Moontown with no problems. It was truly one of the best displays of piloting skills I have seen. Following the landing we had a great banquet and were all entertained by the DC-3 crew band. I could go on but as they say a picture is worth a thousand words so I will let these speak for themselves.









Moontown Airport News By George Myers May 14, 2009

Harold McMurrin

I am pleased to announce that Harold McMurrin will take over the aircraft main-tenance facility at Moontown Airport effective July 1, 2009. Harold is well respected in the Alabama aviation communities and has been providing airplane maintenance service in the Tennessee Valley for many years. He is a veteran of WWII.



After WWII, Harold worked for Hayes Aircraft, first as a mechanic, and then later as a designer. He moved to Huntsville in 1956 when Hayes became a contractor for the missile program at Red-stone Arsenal. He also worked as a designer on airplanes for Boeing before retiring in 1990.

McMurrin stays active with the Veterans Memorial Museum in Huntsville. He joins other like-minded veterans in speeches at area schools, where he urges kids not to forget the Greatest Generation. His extensive history can be reviewed on http://blog.al.com/ht/2007/04/training_trumped_his_fears_on.html.

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SATURDAY - JUNE 13, 2009

LEBANON AIRPORT (M54)

8 A.M. - 5 P.M. weather permitting



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