

# **Tucson Amateur Astronomy Association Chiricahua Astronomy Complex Site Policies**

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# **Section 1**

## **Introduction**

This set of general rules and regulations is intended for use in the member observing pad and member observatory area. Obviously, there is no rule or policy to substitute for common sense or courtesy. Being considerate of others should be emphasized. The priority use of member pads and member observatories is for astronomy and privacy. Those purchasing a member pad lease or observatory lease are committed to serious astronomy. Those wanting to do casual observing or socializing should consider using the public observing pads.

## **Section 2**

### **Site Rules of Use**

- DO NOT duplicate the site keys. DO NOT lose the site keys. The site keys are to be returned to and locked inside the key safe when you leave the site.
- NO alcoholic beverages are permitted on the site.
- NO laser pointers green or otherwise are permitted to be used on the site.
- NO open fires or charcoal grilles are permitted on the site. Gas stoves are permitted.
- NO electric generators are allowed to be used on the site during dark hours.
- Cigarette butts are to be disposed of by the individual. DO NOT throw them on the ground. Be careful, the fire danger is high at the site.
- Pets are allowed as long as they are leashed at all times. The pet owner is responsible for cleaning up after their pet.
- Please keep the site clean.
- Be considerate of the neighbors in the area and DO NOT make excessive noise, particularly at night.
- Close the gate when inside the complex. Gates left open, particularly at night, invite grazing cattle to enter. If sleeping over at the site, lock the gate for security when you turn in.
- Parking is only permitted on the graveled or concrete parking spaces (30 total), on the graveled loop drive or on the Roll-off Roof Observatory graveled parking space.
- RV's or campers should be parked in the RV Area.
- If there are no handicapped persons on site, you may use the concrete handicapped parking spaces for parking or telescope set-up.
- Electric power is available to each of the ten (10) concrete telescope pads. Turn on the power to the pads by accessing the electric power panel on the north outside wall of the Roll-off Roof Observatory using the "ML" key. Electric power is

also available on the meter pedestal near the bathroom facility. The access panel is locked with a small padlock and may be opened using the “ML” key. There is a 100’ long extension cord in the utility room which may be used to run electric power from the pedestal out to the nearest parking spaces.

- The interior bathroom and shower room lights are automatically controlled by motion sensors. The lights and exhaust fans will come on when you open the doors. DO NOT press the wall switches. It will turn off the automatic operation of the lights and fans. When you are done using the bathroom, simply leave. The lights and fans will time out and go off in approximately 5 minutes.
- One of the bathrooms, marked with signs, contains a First Aid Kit and a Fire Extinguisher.
- Bathroom supplies, such as toilet paper, paper hand towels, hand soap and cleaning supplies are stored in the utility room along with a microwave oven.
- DO NOT throw anything but toilet paper down the toilets. DO NOT dispose of any chemicals down the outside water fountain, sinks, toilets or the floor drains.
- The four bathroom facility outdoor red lights are all controlled by a wall switch inside the utility room. It is recommended that you turn these lights on when it gets dark.
- Any garbage that you bring into the site you must take out with you when you leave. There is no garbage service for the complex. DO NOT throw any perishable refuse (food, etc.) into the bathroom facility wastebaskets. Take it home with you.
- DO NOT place any trash in the dumpster on S. Price Ranch Rd. near Rt. 181. That is a private dumpster.
- Be aware that there are “critters” on the site, such as Mohave rattlesnakes, so be careful where you walk, particularly in the undeveloped, grassy areas. It is strongly recommended that you stay within the developed areas, particularly at night.
- Tent camping is permitted in the open areas around the parking lot.
- The TAAA Member who requested use of the site is responsible for locking all doors, padlocks and the gate when leaving the site even if you intend to return to the site later.
- Report any damage or suspicious situations to the Site Director immediately.

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**Site Director**

Name: John Kalas  
Cell Phone:(520) 405-3798

**CAC Site Address**

9315 E. Perseus Way  
Pearce, AZ 85625

**CAC Site Location**

. 5 mile south of Route 181, approximately. 25mile east of S. Price Ranch Road

**Local Emergency Phone Numbers**

Emergency:911  
Sherriff's Dept.:(520) 432-9502 (Dispatch out of Bisbee)  
Border Patrol:(520) 384-4424 (Willcox Field Station)

**Implementation and Resolution**

These rules are to be implemented by the Site Director, under the authorization of the TAAA President. Any issues not resolved by these officers may be brought to the TAAA Board.

Originally adopted June 17, 2013 by John Kalas, Revised April 8, 2015.

## **Section 3a**

### **Member Observing Pad Rules of Use**

Leased observing pads are located in a shared-use area of the site. Usage rules are intended to balance the needs and desires of individual users with the collective benefit of all leased observing pad users, and the need for Chiricahua Astronomy Complex (CAC) to maintain a site attractive to potential new users.

Design and layout of leased pads are intended to accommodate individual desires where possible, while retaining utility for future users of this CAC property. These rules of use emphasize preservation of the dark, open, quiet nature of the site, and of individual users' desire for privacy.

#### **Rules for Leased Member Observing Pad Use**

1. Policies and rules established for the site as a whole are also in force in the member pad area, unless superseded by a numbered rule within this document. See CAC Site Rules of Use.
2. All members and visitors shall abide by these rules. Conduct respectful of others is expected. Users are encouraged to settle potential issues amicably among themselves. Disputes shall otherwise be resolved by the CAC Site Director. Continued disrespectful conduct or violation of rules by a leaseholder or guest shall be grounds for ejection from the site, and/or forfeiture of the lease.
3. Pad users shall not make permanent alterations to a pad, or erect permanent structures, or store equipment or personal property on the pad when it is not in use for observing. When not in active use, the pad should be "clean", for both aesthetics, and to not become an attractive nuisance to thieves or vagrants. Secure storage is available on site for equipment not in use.

4. Any pad not designated for exclusive use by its leaseholder, shall, at the discretion of the Site Director, be available to any TAAA member on a first-come, first-served basis if not occupied by the leaseholder by sunset. Site director must be notified if leaseholder requests exclusive use of the pad.
5. Pad users shall unload and load equipment from vehicles only when vehicles are parked in the designated pad parking space. Large vehicles shall not block the road during setup.
6. Pad users may park one vehicle or trailer at the pad, in the designated parking area, during the night. This includes campers, small trailers for sleeping quarters, equipment trailers. No vehicles shall be parked in the access roads.
7. Vehicle entrance to and egress from the leased pad area shall be prohibited between one-half hour after sunset and one-half hour before sunrise unless there is an emergency.
8. Pad users may set up multiple telescopes at any location within the pad parcel.
9. Pad users may set up observing furniture at any location within the pad parcel, i.e. chart tables, chaise lounges, observing ladders, etc.
10. Pad users may erect a maximum of two temporary enclosures (tents) with a maximum of 100 square feet for sleeping within the pad parcel. No motor homes or large trailers will be allowed in the member observing pad area.
11. Pad users may erect temporary enclosures for observing purposes at any location within the pad. These shall be firmly anchored to the ground. The Site Director may demand removal if, in his judgment, they constitute a hazard to other site users. Example: chart room/warm room for those using remotely parked

vehicles; wind and light blocking screens around telescopes. Flimsy structures easily blown around by the wind are not allowed.

12. The line of sight to the sky from a given telescope located at slab center shall not be obstructed (a) above 5 degrees elevation, at azimuth 180 +/- 30 degrees (i.e. South), or (b) above 20 degrees elevation at all other azimuths, by any vehicle, trailer, or temporary enclosure located on any other member pad. Pad users may request, and the Site Director may require, removal of any obstruction in violation of this Rule.
13. Personal lighting (e.g. flashlights, cellphones) shall be red in color and kept pointed at the ground. Visible exterior lighting within a pad shall be red in color, dim, and masked to minimize illumination of the sky and leakage beyond the pad perimeter. No non-red lighting shall be visible beyond the pad perimeter. The Site Director may require dimming or turning off any light he/she deems excessive.
14. The leased pad area is a quiet zone. There shall be no loud music, slamming of doors, car horns, yelling, etc. at any time. Between half an hour after sunset and half an hour before sunrise, no noise other than quiet conversation shall be audible beyond the confines of a leased pad. The Site Director has authority to deem noise excessive and impose a solution of his/her devising.
15. A member pad is a personal space. Other users may enter the pad only with the pad user's permission.

### **Implementation and Resolution**

These rules are to be implemented by the Site Director, under the authorization of the TAAA President. Any issues not resolved by these officers may be brought to the TAAA Board. Originally adopted July 2013, Revised, April 8, 2015.



## **Section 3b**

### **Member Observing Pad Leasing Policy**

A lease for use of an observing pad at the Chiricahua Astronomy Complex (CAC) shall be assigned as described in this policy. Leases will be assigned on a first-come, first-served basis as facilities become available. Existing leases will be renewed according to the lessee's continuing eligibility and compliance with payment and other terms of the lease. Leases are granted to a specific member or members by TAAA only.

#### **Description**

Leased observing pads are located in a shared-use area of the site. A leased observing pad is defined as a designated parcel of land approximately 40' x40' within the CAC site, containing a graveled parking space and a concrete slab with adjacent electrical power. Limited secure storage is located near the site. Access to pads is provided by one-way roads within CAC, with road usage restricted to pad users.

A concrete slab of uniform design shall be provided for setup of equipment. Variations to this design, during construction or subsequently, shall be allowed by agreement between the leaseholder(s) and the Site Director. Permanently installed variations shall become the property of CAC. Cost of variations shall be borne by the leaseholder(s). Variations shall not inhibit the ability of the TAAA to transfer the lease to another holder.

#### **Availability**

A lease for a new observing pad becomes available when the TAAA Board has taken an action to approve construction of such a facility. A lease for an existing observing pad becomes available when the former leaseholder is no longer eligible for that lease, has forfeited, or otherwise given up rights to that lease. Cost for an initial lease or existing lease will be set by the TAAA Board. See *Member Observing Pad Lease Cost Policy*.

## **Eligibility**

Only TAAA club members in good standing may hold a lease or a place on the wait list for a observing pad lease. Resignation of a membership, failure of a member to renew membership before annual purging of membership rolls or termination of a membership in accordance with club by-laws makes a person immediately ineligible to hold a lease or be on a waiting list for a lease. If an existing leaseholder fails to pay membership dues or licensing fees for the year before August 31, that lease is forfeited with no rights of renewal.

## **Assignment**

If there are no members on a wait list for an observing pad, the assignment of an available lease will go to the first person to deposit with the club treasurer the applicable lease fee. If the number of deposits which arrive at the same time exceeds the number of available observing pads, a random process will determine the priority of those members, and those members not accommodated will be placed on a wait list according to that random process.

If there are members currently on the wait list, the CAC Site Director will offer the lease to the members on that wait list in order. Should a member on the wait list decline the newly available pad, the member's name will be placed at the end of the then-current wait list and the Site Director will offer the pad to the next member on the list.

## **Wait Lists**

The club shall have a separate waiting list for each type of facility (observing pads, member observatories, etc.). If leases become available in the future for other types of facilities, the TAAA Board may establish additional wait lists.

Notes for Observing Pad Wait List:

- The wait list is kept by the club Treasurer based on deposits and information from the CAC Site Director.
- A copy of the wait list will be available on the club website.

- A person will be removed from the wait list if that person is no longer eligible for a lease. Once removed, that person retains no rights to his or her former position on the wait list.
- The existence of a wait list in no way guarantees that facilities will become available, and the club is not obligated to build new facilities to accommodate the wait list.
- A members place on the wait list is not transferable to another person.

### **Payment**

- New Observing Pad - The cost of a new observing pad lease will be, at a minimum, a donation to the club of the actual costs of construction of that facility and related infrastructure. There will be no additional construction cost after the actual cost of construction.
- Existing Observing Pad - The cost for assumption of an existing observing pad lease shall be set from time to time by the TAAA Board. See *Member Observing Pad Lease Cost Policy*.
- Annual Fee - The annual operational fee shall be the same as paid by the existing leaseholder for similar facilities, but may be pro-rated for less than one year's use.
- Deposit - The deposit for facilities is applied to the eventual cost of the facility. Until the lease itself is awarded the deposit is refundable to any member who requests to be withdrawn from consideration or otherwise become ineligible for a lease.
- Any member who accepts the offer of a lease must pay for the associated costs in a timely manner (as determined by the Treasurer under the direction of the President). Failure to do so will forfeit the offer of a lease, and allow the Site Director to proceed with assignment to a different member as if the offer lease had been declined by the first.
- Maintenance - During the lease period, it is the responsibility of the leaseholder to pay for any observing pad repair or maintenance costs.

## **Additional Considerations**

- These guidelines apply to planned or new construction as well as existing facilities.
- Before applying these guidelines to new leases, the CAC Site Director shall allow a current observing pad leaseholder to move from his existing facility to a newly available observing pad. Should more than one member want to move to a newly available pad, preference will be given to whoever has continuously held an existing lease for an observing pad the longest time.
- There shall be no additional payment for a move to a similar class of pad, except when changing from a pad without a pier footing to a pad with a pier footing, in which case the cost for assuming the lease for a new pad will be the current cost set by the TAAA Board as the difference between a pad without a pier footing and that with a footing.
- Leases are granted to a specific member or members by TAAA only. A TAAA member may be listed as a leaseholder or co-holder for only one leased observing pad. A leaseholder may not sell, assign or transfer in any manner his lease to another person. A leaseholder may allow another member to share a facility, but the lease itself remains with the original leaseholder. Second and other members sharing a facility have no right to that lease should the original single leaseholder become ineligible or not renew. To “share a facility” means that the original leaseholder remains the main active user but allows another member the use of the facility. The original leaseholder may not assign or sublet the lease in any way. If the original lease was in the names of more than one member, surviving original leaseholder(s) may renew that lease. Similarly, if two or more members reserve a space on the wait list, surviving member(s) may claim that single space on the list.

- If a member pad is leased to more than one member, each person named on the lease is severally liable for payment in full of deposits, lease costs, and annual fees. Nonpayment shall result in forfeiture of lease by all co-holders.
- Should an existing observing pad become available at end of a lease period, the facility shall be returned to club in a clean and leasable condition with all personal property removed. Any cost for repair of facility or removal of personal property will be billed to member, along with additional lease fee for any reasonable time period during which such repairs or cleanup is accomplished. Personal items left by leaseholder after termination of lease shall be disposed of by TAAA in a manner determined at TAAA's sole discretion.

### **Implementation and Resolution**

This policy is to be implemented by the Site Director, under the authorization of the TAAA President. Any issues not resolved by these officers may be brought to the TAAA Board.

Originally adopted July 2013, Revised April 8, 2015.

## **Section 3c**

### **Member Observing Pad Lease Cost Policy**

The costs for observing pad leases at the Chiricahua Astronomy Complex (CAC) shall be determined as described in this document.

#### **Timeline And Procedures**

Once a year, usually at the September meeting of the TAAA Board, the CAC Site Director, under the direction of the President, shall prepare a report regarding costs associated with construction, operation and maintenance of facilities at CAC. The report shall detail recent information of actual historical and projected costs. It shall also include recommendations regarding any revisions to the Schedule of Costs for Facilities. Based on this report and other information, the TAAA Board will deliberate and adopt a schedule of costs for the next lease year.

The schedule of costs shall include:

- The annual operational and maintenance cost for a:
  - Observing Pad
  - Internet connectivity (availability unknown)
- Current estimated total costs for construction of a:
  - Observing Pad
  - Observing Pad with dead-man Pier Base
  - Any customized facility

This estimate of the cost of construction of new facilities is for calculating the cost of assumption (lease transfer) of an existing facility. This estimate does not replace the provision in the CAC Observing Pad Licensing Policy that says: "The cost of a new observing pad lease will be, at a minimum, a donation to the club of the actual costs of construction of that facility and related infrastructure."

The Schedule of Costs for Facilities will also include the cost of assumption for a lease for an existing facility, which shall be set as follows:

- For all observing pads or observing pads with pier bases: The current estimated construction cost of that type of facility.
- For all non-standard facilities, the cost of the assumption of lease will be established annually. The TAAA Board shall consider the cost of original construction, specialized size and features, and condition. However, this is to be pre-determined annually, and not on the occasion of the transfer of the lease.

**Lease Fee Policy**

When the TAAA transfers a lease on an existing facility, the club will receive the full lease cost of the observing pad from the new leaseholder. Only after the full lease fee is received by the TAAA, will the TAAA return 75% (recommended) of the lease fee paid by the previous leaseholder back to the previous leaseholder.

**Schedule of Costs for Facilities**

<b>Item</b>	<b>Deposit</b> For wait list	<b>Lease Cost</b> Paid by new leaseholder	<b>Lease Transfer</b> Returned to original leaseholder
Observing Pad	\$200	\$2,280	\$1,700 (% TBD)
Pad - Pier Base 1	\$250	\$2,630	\$1,975 (% TBD)

Operation Fee - all Observing Pads - \$120/year

Operation Fee will cover the cost of utilities and maintenance of common areas.

Internet Access Fee - all Observing Pads - (availability unknown)

**Implementation and Resolution**

This policy is to be implemented by the Site Director, under the authorization of the TAAA President. Any issues not resolved by these officers may be brought to the TAAA Board.

Originally adopted July 2013, Revised, April 8, 2015.

## **Section 3d**

### **Use cases for CAC Member Pads**

Ron Probst

31 May 2013

#### **Purpose**

A “use case” describes in detail how a facility, instrument, etc. will be used by a particular person with a specific purpose or end. It addresses system performance without specifying detailed technical implementation. Different use cases will place different emphases on system capabilities and perhaps identify usages that have conflicting needs. Use cases help to identify, quantify, and prioritize what the system is required to do, and how user interaction with it may need to be constrained by rules or by design.

#### **Assumptions**

Here are my assumptions as to what “member pad” means:

- A member pad consists of a 40 x 40 foot lot containing a 12 x 12 foot poured concrete slab and a graveled parking space about 10 x 15 feet.
- Pads have electrical service, and no other utilities.
- No permanent structures can be erected by members within the pads.
- Pads are arranged contiguously around a one-way-travel, 1.5 lane gravel road.
- Pads are placed in a darker part of the CAC site than the general use area, and there is an emphasis on keeping this area dark at night.
- Individual pad use is assigned to members who have paid for privileged access to them. This can be exclusive access, at the member’s option.
- During the buildout, cost of access reflects the cost of constructing the facility; member pads are to be user-funded in this way.
- Yearly fees will also be assessed as an ongoing cost to retain the lease.
- Although what members purchase is a lease for use, a psychology of ownership will develop as a result of the substantial up-front cost.



## **“Ownership” Use Cases**

That’s the last time I will use the “O” word. It’s important to be clear here: there is no intent or implication that a member who buys into a member pad has any ownership of real property. What they have purchased is a lease for use of a specific member pad; they are leaseholders. Transfer of the lease in various circumstances forms the bulk of use cases. I pose the circumstances; definition of resulting policy is left to others. I’m not suggesting that a specific policy is needed for each case. Rather, that each case should be covered by the policies. One policy may cover multiple cases. We might look to mining and grazing leases on public lands, and membership terms of asset-holding private organizations such as golf and swimming pool clubs, as guides for policies. Does the club want to have a lawyer review final policies?

Case 1: Member A purchases a member pad access lease, which is assigned to a specific pad. Member A subsequently pays yearly fees in a timely manner. When the next pad loop is built out, he wants to swap his pad for a different pad in the new loop. Policy for lease must include transfer/exchange policy.

Case 2: Continuing from Case 1, in the fullness of time, Member A goes to the big Messier Marathon in the sky. Since he held a family membership in TAAA, his surviving spouse regards the lease as hers, contingent on continued payment of annual fees. However, she was not named on the initial application. Individual names, including specific family members, must appear on pad lease. If a name is not on the lease that individual does not have “standing” if an issue arises.

Case 3: Member A makes the initial purchase, but subsequently falls behind in yearly fees. Clearly define consequences of an unpaid lease.

Case 4: Member A purchases a lease and pays the first year’s fees. Shortly afterward he is transferred indefinitely to Abu Dhabi. He would like to surrender his lease in a manner that allows recovery of part of his cost. His view is that he can sell the lease to another TAAA member as a private transaction. Again, transfer policy must be clearly spelled out on lease.

Case 5: Member A purchases a lease and pays the first year’s fees. Shortly afterward he is transferred to Abu Dhabi for two years with promise of return to Tucson. He wishes to stay a member of TAAA and to retain the lease. He wants to have a fellow member pay the yearly fees and enjoy privileged access to the pad in his absence. Member in good standing on lease may designate alternate users. Policy must clearly state guidelines for such a process.

Case 6: Members A and B jointly purchase a lease, and are jointly registered as leaseholders for a given pad. Member A pays half the yearly fees in a timely manner; Member B falls behind. Only one person is designated as payee on lease. Policy must clearly state payment responsibility. This is the same issue as subleasing an apartment.

Case 7: Members A and B jointly purchase a lease, and are jointly registered as leaseholders for a given pad. Shortly afterward, Member B is transferred to Abu Dhabi. He would like to withdraw from the lease in a manner that recovers a part of his costs. Member C offers to buy his share of the lease as a private transaction, and Member A is agreeable. This is the same issue as subleasing an apartment (above).

Case 8: Members A and B jointly purchase a lease and pay annual fees. Sometime later, they invite Member C to join them in the lease. Member C pays a sum to A and B as a private transaction, and they petition CAC to have C's name added to the lease for privileged use of the member pad. Not an acceptable arrangement. No third parties will be allowed on the lease arrangement.

Case 9: Member A leaves the area and surrenders his lease to CAC. The member pads are still being built out, and lease cost for a new pad covers the build cost. What is lease cost for this existing, paid-for pad? Same as cost for a new pad. The funds will be placed in the CAC building fund

Case 10: Member A leaves the area and surrenders his lease to CAC. The member pads are fully built out and paid for with lease fees. Since no lease fee has to cover pad construction, how will the fee amount be set? Clarification: All pads will be leased with an initial down payment (construction cost) plus an annual O&M cost. An existing pad lease will be the same as a new pad lease.

### **Operations use cases**

This set of cases describes how four different amateur astronomers will make use of the member pads at CAC. The cases are descriptive.

#### **Case 1: the dedicated imager**

William Sirius has assembled an advanced CCD imaging system: large aperture Schmidt-Cassegrain telescope, CCD camera, autoguider, computer, etc. He wants the most stable and convenient setup short of a permanent observatory in order to take long exposure images of deep sky targets. His pad has a vibration isolated permanent pier 1 m high with mounting bolts that match the base of his telescope mount. This has required tedious alignment so he does not want other people using the pier. He operates the telescope and camera remotely from a cab-over camper. This vehicle is 9 feet tall and barely fits within the parking space. Upon arrival at mid-afternoon, he unloads the telescope out the back of the camper and assembles it, and associated electronics, on the pier. To reduce wind buffeting and light trespass, he erects and stakes down a set of commercially produced, 6 foot tall panels around the telescope. These form an 8 foot

diameter circle with a north-facing entry. He is intensely focused while observing and does not welcome company. All night long, he sits in the camper, red lights illuminating charts and screens, classical music playing softly. During the day he sleeps there (or tries to, despite the racket the Casuals make). Due to the overheads of travel and setup time, he visits CAC for 2-3 days at a time. May want to consider restrictions on vehicle height and/or camper usage in pad area. No motor homes or trailers will be allowed in the member pad area.

### **Case 2: the lighthearted astronomers**

Ron and Judy Casual are an outgoing couple who enjoy being under a starry rural sky with likeminded people. They bring two or three mid-sized telescopes, quick to set up, for simple visual observing. Ron enjoys comparing telescope performance but doesn't follow a structured, goal-oriented observing program. Judy is frequently found out in the dark in a chaise lounge with blanket and binoculars. Their pad has no pier—it would just be in the way—and while there is a central section that is vibration isolated, this isn't important to them. They are willing to let other members use their pad, but its availability is a hard call since they usually arrive right at sunset, followed by half an hour of frantic setting up. They place a table and red light out in the open in a corner of the slab for charts and eyepieces. During the evening they enjoy visiting with other members, wandering from pad to pad, red flashlights in hand. Being “day people”, they call it quits around midnight. Sometimes they pack up and leave, doing their best to minimize light trespass (but always forgetting about their vehicle's dome light). On other occasions, they park a pop-up tent camper at the pad (placing their vehicle in the general parking area) and stay the night, leaving at midmorning next day, with much moving of vehicles and slamming of car doors. How do we write a policy to be considerate of others?

### **Case 3: the deep sky observer**

Patty Profundis loves visual observing and sketching of deep sky objects, the fainter the better. She comes faithfully for two nights every new Moon. She also likes her creature comforts, so she transports her 24-inch Dobsonian and observing ladder in an RV toy hauler the size of Monaco. Since it doesn't fit the parking space (and doesn't quite make the turns cleanly on the access road) she unloads from the access road next to her pad, then moves her castle-on-wheels to the RV parking area. She sets up the Dob on the vibration-isolated central section of the slab, and runs a string of dim red LEDs around the perimeter to help her place the ladder safely. She spends most of the night at the top of the ladder with a black cloth thrown over her head, working on her Herschel Objects merit badge from the Astronomical League. She has cleverly adapted a tentlike toilet enclosure from a camping supplies catalog as a chart house, and sets this up in the parking space. Patty's telescope sets low to the ground, and she values views in all directions. So she is particularly irked by the looming obstruction of William's camper to the southeast. She's eager to see the last loop opened up for member pads, hoping to trade her site for one all the way out at the end. Being out in the open, the wind is sometimes troublesome for the big Dob, so she has experimented with homebuilt

portable wind screens without much success. The last one was blown all over the member pad area before falling to pieces.

#### **Case 4: the youth leader**

TAAA member Debbie Denmaster has borrowed the use of a member pad from its leaseholder for an observing session/campout with her Cub Scouts. Debbie, her friend Sally, eight scouts and three telescopes arrive in two minivans at 5 pm. They cram both vans into the parking space (overfilling it) and unload. An hour and a half later, the telescopes are up, five tents are more or less erected here and there around the pad, and Debbie has a fire going in the firepan she brought along for the wienie roast. As night falls, it becomes apparent that every cub scout brought a flashlight, none of them are red, three should be registered as lighthouses, and "point it down" is too complex a concept for an eight year old mind to grasp. Also, they go to the bathroom a lot, and have difficulty finding their way back. Debbie isn't all that familiar with two of the telescopes, and has forgotten star charts and eyepieces, so has pressed other CAC observers into service to make a success of the evening. Fortunately, by 11 pm the kids are falling asleep. One goes missing and unnoticed during the night (bathroom trip) but is found the next morning, gagged and bound to an electrical stanchion, broken flashlight at his feet, next to William's camper. Happily and noisily, the group packs up and departs. Only one vehicle may be parked in the pad area at one time, only one tent, no white lights and no open fires.

## **Section 4a**

### **Member Observatory Rules of Use**

Leased observatories are located in a shared-use area of the CAC site. Usage rules are intended to balance the needs and desires of individual users with the collective benefit of all leased observatory users, and the need for CAC to maintain a site attractive to potential new users.

Design and layout of member observatories are intended to accommodate individual desires where possible, while retaining utility for future users of this CAC property. These rules of use emphasize preservation of the dark, open, quiet nature of the site, and of individual users' desire for privacy.

#### **Rules for Leased Member Observatory Use**

1. Policies and rules established for the site as a whole are also in force in the member observatory area, unless superseded by a numbered rule within this document. See CAC Site Rules of Use.
2. All members and visitors shall abide by these rules. Conduct respectful of others is expected. Users are encouraged to settle potential issues amicably among themselves. Disputes shall otherwise be resolved by the CAC Site Director. Continued disrespectful conduct or violation of rules by an observatory leaseholder or guest shall be grounds for ejection from the site, and/or forfeiture of the lease.
3. Observatory users shall not make permanent alterations to an observatory, or erect permanent structures, or store equipment or personal property outside the observatory when it is not in use for observing. When not in active use, the observatory should be "clean", for both aesthetics, and to not become an

attractive nuisance to thieves or vagrants. Secure storage is available on site for equipment if needed.

4. Observatory users shall unload and load equipment from vehicles only when vehicles are parked in the designated observatory parking space. Large vehicles shall not block the road during setup.
5. Observatory users may park only one vehicle or trailer at the observatory site in the designated parking space during the night. This includes campers, small trailers for sleeping quarters, and equipment trailers. Motor homes are not allowed in the leased observatory area. No vehicles shall be parked in the access roads.
6. Vehicle entrance to and egress from the leased observatory area shall be prohibited between one-half hour after sunset and one-half hour before sunrise unless there is an emergency.
7. Observatory users may set up multiple telescopes within the observatory.
8. Observatory users may set up observing furniture at any location within the observatory parcel, i.e. chart tables, chaise lounges, observing ladders, etc.
9. The line of sight to the sky from a given telescope located at the observatory center shall not be obstructed (a) above 5 degrees elevation, at azimuth  $180 \pm 30$  degrees (i.e. South), or (b) above 20 degrees elevation at all other azimuths, by any vehicle, or trailer located on any other observatory space. Observatory users may request, and the Site Director may require, removal of any obstruction in violation of this Rule.
10. Personal lighting devices (e.g. flashlights, cell phones) shall be red in color and kept pointed at the ground. Visible exterior lighting within the observatory shall

be red in color, dim, and masked to minimize illumination of the sky and leakage beyond the observatory site perimeter. The Site Director may require dimming or turning off any light he/she deems excessive.

11. The leased observatory area is a quiet zone. There shall be no loud music, slamming of doors, car horns, yelling, etc. at any time. Between half an hour after sunset and half an hour before sunrise, no noise other than quiet conversation shall be audible beyond the confines of an observatory space. The Site Director has authority to deem noise excessive and impose a solution of his/her devising.

12. A member observatory is a personal space. Other users may enter the observatory site only with the observatory user's permission.

### **Implementation and Resolution**

These rules are to be implemented by the Site Director, under the authorization of the TAAA President. Any issues not resolved by these officers may be brought to the TAAA Board. Originally proposed January 23, 2015, Revised, April 8, 2015.

## **Section 4b**

### **Member Observatory Leasing Policy**

A lease for use of an observatory at CAC shall be assigned as described in this policy. Leases will be assigned on a first-come, first-served basis as facilities become available. Existing leases will be renewed according to the leaseholder's continuing eligibility and compliance with payment and other terms of the lease. Leases are granted to a specific member or members by TAAA only.

#### **Description**

Leased observatories are located in a shared-use area of the CAC site. A leased observatory site is defined as a designated area of land approximately 40' x 50' within the CAC site containing an observatory structure and graveled parking space with supplied electrical power. Limited secure storage is located near the site. Access to observatories is provided by one-way roads within CAC with road usage restricted to observatory users.

A TAAA approved observatory structure that meets all zoning requirements shall be provided for setup of equipment. Variations to this design, during construction or subsequently, shall be allowed by agreement between the leaseholder(s) and the Site Director. Permanently installed variations shall become the property of the TAAA. Cost of variations shall be borne by the leaseholder(s). Variations shall not inhibit the ability of the TAAA to transfer the lease to another holder.

#### **Availability**

A lease for a new observatory becomes available when the TAAA Board has taken an action to approve construction of such a facility. A lease for an existing observatory becomes available when the former leaseholder is no longer eligible for that lease, has forfeited, or otherwise given up rights to that lease. Cost for an initial lease or existing lease will be set by the TAAA Board. See *Member Observatory Lease Cost Policy*.



**Eligibility**

Only TAAA club members in good standing may hold a lease or a place on the wait list for an observatory lease. Resignation of a membership, failure of a member to renew membership before annual purging of membership rolls or termination of a membership in accordance with club by-laws makes a person immediately ineligible to hold a lease or be on a waiting list for a lease. If an existing leaseholder fails to pay membership dues or licensing fees for the year before August 31, that lease is forfeited with no rights of renewal.

**Assignment**

If there are no members on a wait list for an observatory, the assignment of an available lease will go to the first person to deposit the applicable lease fee with the club treasurer. If the number of deposits which arrive at the same time exceeds the number of available observatories, a random selection process will determine the priority of those members. Those members not accommodated will be placed on a wait list according to that random selection process.

If there are members currently on the wait list, the CAC Site Director will offer an available lease to members on that wait list in order. Should a member on the wait list decline the newly available observatory, the member's name will be placed at the end of the then-current wait list and the Site Director will offer the observatory to the next member on the list.

**Wait Lists**

The club shall have a separate waiting list for each type of facility (observing pads, member observatories, etc.). If leases become available in the future for other types of facilities, the TAAA Board may establish additional wait lists.

Notes for Observatory Wait List:

- The wait list is kept by the club Treasurer based on deposits and information from the CAC Site Director.

- A copy of the wait list will be available on the club website.
- A person will be removed from the wait list if that person is no longer eligible for a lease. Once removed, that person retains no rights to his or her former position on the wait list.
- The existence of a wait list in no way guarantees that facilities will become available. The club is under no obligation to build new facilities to accommodate the wait list.
- A members place on the wait list is not transferable to another person.

### **Payment**

- New Observatory - The cost of a new observatory lease will be, at a minimum, a donation to the club of the actual costs of construction of that observatory facility and related infrastructure for that facility.
- Existing Observatory - The cost to assume an existing Observatory lease shall be set from time to time by the TAAA Board. See *Member Observing Pad Lease Cost Policy*.
- Annual Fee - The annual operational fee shall be the same as paid by the existing leaseholder for similar facilities, but may be pro-rated for less than one year's use. The annual fee includes electricity and maintenance of observatory common areas e.g. gravel road.
- Deposit - The deposit for facilities is applied to the eventual cost of the facility. Until the lease itself is awarded the deposit is refundable to any member who requests to be withdrawn from consideration or otherwise becomes ineligible for a lease.
- Any member who accepts the offer of a lease must pay for the associated costs in a timely manner (as determined by the Treasurer under the direction of the President). Failure to do so will forfeit the offer of a lease, and allow the Site Director to proceed with assignment to a different member as if the offer lease had been declined by the first.
- Maintenance - During the lease period, it is the responsibility of the leaseholder to pay for any observatory repair or maintenance costs.

## **Additional Considerations**

These guidelines apply to planned or new construction as well as existing facilities:

- Before applying these guidelines to new leases, the CAC Site Director shall allow a current observatory leaseholder to move from his existing facility to a newly available observatory. Should more than one member want to move to a newly available observatory, preference will be given to whoever has continuously held an existing lease for an observatory the longest time.
- There shall be no additional payment for a move to a similar class of observatory.
- Leases are granted to a specific member or members by TAAA only. A TAAA member may be listed as a leaseholder or co-holder for only one leased observatory. A leaseholder may not sell, assign or transfer in any manner his lease to another person. A leaseholder may allow another member to share a facility, but the lease itself remains with the original leaseholder. Second and other members sharing a facility have no right to that lease should the original single leaseholder become ineligible or not renew. To “share a facility” means that the original leaseholder remains the main active user but allows another member the use of the facility. The original leaseholder may not assign or sublet the lease in any way. If the original lease was in the names of more than one member, surviving original leaseholder(s) may renew that lease. Similarly, if two or more members reserve a space on the wait list, surviving member(s) may claim that single space on the list.
- If an observatory is leased to more than one member, each person named on the lease is severally liable for payment in full of deposits, lease costs, and annual fees. Nonpayment shall result in forfeiture of lease by all co-holders.
- Should an existing observatory become available at end of a lease period, the facility shall be returned to club in a clean and leasable condition with all personal property removed. Any cost for repair of facility or removal of personal property will be billed to member, along with additional lease fee for any reasonable time period during which such repairs or cleanup is accomplished.

Personal items left by leaseholder after termination of lease shall be disposed of by TAAA in a manner determined at TAAA's sole discretion.

**Implementation and Resolution**

This policy is to be implemented by the Site Director, under the authorization of the TAAA President. Any issues not resolved by these officers may be brought to the TAAA Board.

Originally proposed January 23, 2015, Revised, April 8, 2015.

## **Section 4c**

### **Member Observatory Lease Cost Policy**

The costs for observatory leases at the CAC shall be determined as described in this document.

#### **Timeline And Procedures**

Once a year, usually at the September meeting of the TAAA Board, the CAC Site Director, under the direction of the President, shall prepare a report regarding costs associated with construction, operation and maintenance of facilities at CAC. The report shall detail recent information of actual historical and projected costs. It shall also include recommendations regarding any revisions to the Schedule of Costs for Facilities. Based on this report and other information, the TAAA Board will deliberate and adopt a schedule of costs for the next lease year.

The schedule of costs shall include:

- The annual operational and maintenance cost for a:
  - Observatory
  - Internet connectivity (availability unknown)
- Current estimated total costs for construction of a:
  - Observatory
  - Any customized facility

This estimate of the cost of construction of new facilities is for calculating the cost of assumption (lease transfer) of an existing facility. This estimate does not replace the provision in the CAC Observatory Leasing Policy which states: " The cost of a new observatory lease will be, at a minimum, a donation to the club of the actual costs of construction of that observatory facility and related infrastructure for that facility "

The Schedule of Costs for Facilities will also include the cost of assumption for a lease for an existing facility, which shall be set as follows:

- For all observatories: The current estimated construction cost of that type of facility including necessary infrastructure for that facility.
- For all non-standard facilities, the cost of the assumption of lease will be established annually. The TAAA Board shall consider the cost of original construction, specialized size and features, and condition. However, this is to be pre-determined annually, and not on the occasion of the transfer of the lease.

**Lease Fee Policy**

When the TAAA transfers a lease on an existing facility, the club will receive the full lease cost of the observatory from the new leaseholder. Only after the full lease fee is received by the TAAA, will the TAAA return a portion of the lease fee paid by the new leaseholder back to the previous leaseholder. (See Schedule of Costs for Facilities below)

**Schedule of Costs for Facilities**

<b>Item</b>	<b>Deposit</b> For wait list	<b>Lease Cost</b> Paid by new leaseholder	<b>Lease Transfer</b> Returned to original leaseholder
Observatory 1	\$1,200	\$12,000(est.)	\$9,000(% TBD)
Observatory 2	\$1,500	\$15,000(est.)	\$12,000(% TBD)

Operation Fee - all observatories - \$300/year (est.)

Operation Fee will cover the cost of utilities and maintenance of common areas.

Internet Access Fee - observatories - (availability unknown)

**Implementation and Resolution**

This policy is to be implemented by the Site Director, under the authorization of the TAAA President. Any issues not resolved by these officers may be brought to the TAAA Board.

Originally proposed January 23, 2015, Revised, April 8, 2015.