

# **MANAGEMENT MAINTENANCE AND THE DISTRIBUTION OF WATER REGULATIONS**

## **SECTION A GENERAL INFORMATION**

### **Article 1 : ASA Canal Branche Ancienne**

All owners of plots situated within the perimeter are part of the ASA.

This perimeter is composed of all plots of land which directly and contractually benefit from water (in accordance with ordonnance.....) and all ASA equipments.

### **Article 2 : The perimeter**

The perimeter of the ASA is divided into two methods of irrigation. The list of the plots included in the perimeter is noted in the annexe of this document. This perimeter is not fixed and can evolve overtime in accordance with the ordonnance.

### **Article 2-1 Gravity section**

All plots included in this section can be irrigated through gravity irrigation from the water from the canal branche ancienne via « agouilles » network. This watering method corresponds to traditional irrigation practices.

### **Article 2-2 Pressurised water system**

All plots irrigated by the pressurised water network are included in this section. This watering method corresponds to modern irrigation practices establishing an « on demand system ». It serves mainly agricultural plots used by professionals as well as eventual future private plots. Membership to this network is voluntary.

### **Article 3 Transfers of property**

#### **3-1 Change of ownership**

All propriety transfers (sales, plot division or inheritance) must be declared to the ASA by the previous owner with a conveyancing attestation. By default, the initial owner will be considered as the only owner by the trade union and will be liable to pay for these plots.

What'smore, transfer acts must be sent to the headquarters of the ASA before the 31 of March in order to be taken in to consideration for the yearly bill. The initial owner will be liable for the debt regardless of the date of sale. The owner on the 1st of January is liable for

the whole of the bill. The fees cannot be divided between the seller and the buyer if ownership changes in the course of the year.

**Article 3-2 Change of an owner's address**

All owner's changes of address must be confirmed in writing to the ASA head office. These changes can be made at anytime of the year.

**Article 4 : Property division**

When an original plot is divided, all plots are still included in the ASA perimeter. If the original plot is or was irrigated by the canal, it's the divider's responsibility to ensure that each new individual plot is irrigated.

If the new owner accepts responsibility to create an irrigation system it must be clearly marked on the act of sale. All eventual work must be validated by the technical department of the ASA.

**SECTION B : ASSOCIATION MEMBERSHIP**

**Article 5 Gravity section**

ASA membership conditions :

- Any owner of a plot included within the perimeter
- Any person who acquires a plot included in the perimeter. Should an owner wish to voluntarily include one or several plots in the perimeter they can do so under the conditions defined by the ordonnance number 2004.

The process is finalised by a written document confirming that the new owner wishes to integrate the perimeter.

**Article 6 Pressurised water section**

The registration of a plot in the ASA's pressurised water system is voluntary by the owner. This registration depends on the technical capacity of the networks and is subject Confirmation in writing that the new owner wishes to integrate the new perimeter. The charge for access to the pressurised water system is an addition to the obligatory gravity water system charge.

Article 7

### **Article 8 Temporary membership- illegal water pumping**

Temporaly members are owners of plots situated outside of the perimeter for which a pumping authorisation must be given in writting and signed by the owner of the plot.This authorisation can be suspended at any moment by the ASA without warning. The installation of the pumping system must be validated by the technical department of the ASA and is at the owners charge. The annual charge is fixed according to criteria defined each year by the ASA depending on the surface area.

### **Article 9 : owners obligations :**

All owners must take note that the ASA has the right to :

- Build and repair any equipment necessary to ensure the good functioning of the ASA infrastructures
- Give access to plots to ASA agents, to administrative agents and construction workers, to allow surveylance, repairs and maintenance.
- The permanent right of access to valves, « agouilles » and pressurised water valves (piping)  
« The right of access of the ASA is free of charge ».

### **Article 10 : ASA obligations**

The ASA is responsible for :

-leaving land in a good state after construction work or valve repairs

Informing the owners of any eventual work and start dates

- Taking necessary precautions to limit any damage to the plots and any disruption in the use of equipment
- -Maintening the valves, and all the irrigation equipment
- - to repairing any damage caused any property during maintenance procedures

### **Article 11 Right of access**

A member is obliged to inform any new owners of all or part of the plot which contains ASA equipment, of the existence and of the right of access it involves.

Moreover, the owner must give free access to all land included in the perimeter mainly concerning :

- Piping
- Water hydrants

Any construction or planted enclosure on the plots must be installed 2m50 away from the canal.

Any construction crossing the canal is forbidden.

## **SECTION C THE BILLS**

### **Article 12 : Rates and duration of the commitment**

The rates consist of three different tariffs:

- One rate for the plot within the gravity water system
- A rate which is fixed at 30 m<sup>3</sup> per hour per hectare for the pressurised water system
- One rate for temporary membership
- For the gravity water system rate the commitment is attached to current owner. The rate is calculated prorata according to the Land Registry surface area.
- For the pressurised water system , the rate is calculated prorata according to the surface area. It is due for as long as the member is enrolled. The end of a membership or the non payment of a bill will automatically cancel the authorisation to water access.
- For the temporary adhesion membership It is due for as long as the member is enrolled and the amount is fixed and re-evaluated each year by the ASA.

### **Article 13 : Distribution of expenses**

The trade union bills are detailed in a report and communicated to members of the ASA.

The trade union votes annually for the amount attributed to each account. In line with legislation, the bills are increased at the VAT rate.

### **Article 14 : The bills « Les Rôles »**

The bills are prepared annually by the trade union.

### **Article 15 : Debt collections and payment deadlines.**

Debt collection is undertaken by the « Trésorerie de Prades ». These bills are paid in arrears and subject to debt collection regulations as well as with other public taxes.

### **Article 16 : Claims**

Any claims must be sent to the trade union in writing :

-either within 45 days of the publication of the bills at head office

Or 15 days before the payment deadline

If it is not sent within this timescale, the claim will not be reimbursed for the current year.

**Article 17 Cancellation and reinstatement of the bills**

The ASA can cancel or reinstate bills without contest

**CHAPTER 2 : THE MAIN CANAL**

.....of the main canal is defined in the Land Registry plan detailing the plots which are situated in Corneilla de Conflent, Ria Sirach, Prades, Codalet, Los Masos and Eus.

**Article 19 : Functioning**

The water for the main canal Rec de dalt is situated in the river bed « La Têt » in the town of Corneilla de Conflent.

The main canal Rec de Baix is served by the « Union des Canaux de Prades, Eus and Marquixanes » canal. This water supply point is situated in the river bed « La Têt » in the town Ria Sirach.

The main canal « Pré saint martin » is also served by the « Union des canaux de Prades, Eus et marquixanes » canal.

The irrigation of the land situated within the ASA perimeter Branche Ancienne starts in the town Ria followed by Codalet, Prades, Los masos and Eus.

**Article 20 : The canal banks**

It is forbidden to build or plant anything on the canal banks. The cutting back or chopping down of trees on the main canal bank is also forbidden. : the ASA reserves the right. All riverside owners wishing to build something on their plot must get permission from the trade Union in writing.

If a riverside owner disagrees with the perimeter of their property, a geometry expert can intervene at the owner's costs.

**Article 20-1 : Owners obligations**

All riverside owners of the main canal must install a drain, the length of the canal bank in order to avoid problems (humidity, infiltration) coming from the canal or otherwise.

**Article 21 Construction work**

In the case of work being carried out on the main canal by state, a Local Authority, or a developer the canal will be returned to the ASA on completion of the work.

### **Article 22 : Rain water**

All deposits of rain water in the main canal must be asked for in writing from the trade union.

The ASA reserve the rights to impose certain equipment or to completely refuse water deposits.

Either way, the ASA will define with the towns concerned, a shared management plan for rain water and any risks related to it.

## **CHAPTER 3 : GRAVITY WATER SYSTEM**

### **SECTION D Distribution of water**

#### **Article 23 Water supply**

The water from the main canal is accessible by ASA members for land irrigation.

Secondary canals called « agouilles » allow properties within the perimeter to have access to the gravity water system.

#### **Article 24 Continuity of the supply**

On the main canal, each water point is equipped with a valve which regulates the flow. Only an ASA representative can control the manoeuvre of the valves. The owners can only turn on or off the valves on their own properties. Decisions concerning the regulation of the water are made by the ASA regarding any problems and needs of the owners and the available resources..

In periods of drought, the Local Authority can restrict water access by decree. However, interruptions to the water supply can be imposed by the ASA for repairs or any other legitimate cause. They will intervene where possible at the least inconvenient time. Regardless of the circumstances the ASA refuses all responsibility.

In general, any interruption to the water supply by the ASA will be between the 1st of November and the 1st of March for all work and repairs.

#### **Article 25 Owner's responsibilities**

Each owner is responsible for any damage. For example, disposing of swimming pool water in the canal, household water, hydrocarbon..ect

### **SECTION E « LES AGOUILLES » Secondary Branches**

#### **Article 26 : Ownership of the Agouilles**

The aguilles belong to the owners plots which they are joined to, but they are for public use

### **Article 27 Maintenance of the Aguilles**

Owners must maintain the aguilles all year (cleaning, mowing). The maintenance will be controlled regularly by ASA agents. They can also intervene at the request of an owner and owners may be penalised for bad maintenance of the aguilles. It is therefore required that all owners complete maintenance work every year by the 1st of March at the latest.

The owner of the land served by the aguille must maintain it. In the event of bad maintenance, the owners will be responsible and be forced to do the necessary work. 15 days after receiving a recommended ASA letter, the owner is obliged to do the work or an outside company will be instructed to do the work by the ASA. Any cost will be billed to the owners.

### **Article 29 Rights and obligations of owners concerning the aguilles**

#### **29-1 « Servitude d'acqueduc ».**

The law stipulates that the water must circulate from one property to another. You must leave the water to flow freely. You must not block a branch of the canal. Under no circumstances should you change the diameter of the canal as it could cause an overflow.

#### **29-2 Water turns**

Depending on the circumstances, a water turn is defined by days and times for watering. It is not because the water goes past to your property that it belongs to you. When your turn has finished, out of common courtesy, you should turn off the valve to put the water back into the canal in order to avoid overflowing or to deprive other owners of their water turn.

### **Article 30 Work on the aguilles**

Organisation of work on the aguilles (displacement,...) can only be done after authorisation is obtained from the ASA. All other work which could harm the state of the aguille is strictly forbidden (the narrowing of the size, drilling in the riverbank...) In the case of any damage the person who carried out the work will be liable.

### **Article 31 : Protection of the Aguilles**

It's forbidden to build any construction which obstructs an aguille. What's more, outside of the authorised watering hours the aguilles must be free from all obstacles (valves or barriers), it is forbidden to feed life stock on the river banks or to use aguilles to hydrate the animals. It is also forbidden to plant on the banks of the aguille. In any case all damage is forbidden.

### **Article 32 : Waste in the aguilles**

Waste in the aguilles, other than rain water (septic tanks, household water, hydrocarbon, swimming pool water, juice..) is forbidden.

The ASA reserves the right to take legal action against those who do not conform.

However the ASA is not responsible for any overflow due to excessive rain water.

## **SECTION F POLICE**

### **Article 33 Water police**

ASA agents will inform the water police of any infraction.

### **Article 34 Responsibility**

All infractions can lead to legal action resulting in a fine payable to the ASA .

### **Article 35 Police measures**

#### **35-1 Interventions on the agouille**

Unauthorised constructions and obstructions or any other damage to the agouilles : the owner will be held responsible and be forced to repair the damage (voir plus haut pour recopier)

#### **35-2 Damage to the valve systems**

Damage or theft of valves or padlocks : the person responsible will be liable to repair and pay for the equipment as well as a fine to the ASA. If the person is an owner the fine will be equal to 4 times the amount of the bill due for the irrigation of the plot.

If the person is not an owner within the perimeter they will be liable to pay a fine to the ASA fixed at 10 times the minimum price for irrigation for the current year.

#### **35-3 Non compliance of water turns**

The use of water outside the authorised times which prevents other owners access : the person responsible is liable to pay a fine to the ASA equal to 4 times the total amount for the irrigation of the plot. Special conditions apply to housing estates.

#### **35-4 Other cases**

The trade union will meet to examine the facts and take the appropriate action

## **CHAPTER IV Pressurised water systems**

### **Section G Distribution of water**

#### **Article 36 Water supply**

Water is available to owners to irrigate their plots. This water is taken from the main canal then pressurised through a pumping station. It is then directed through the underground canalisation network to water access points on the plots



### **Article 37**

As a general rule, water access is available for the period between the 1st of March to the 31st of October. These dates may be modified by the trade union in exceptional circumstances.

### **Article 38 Continuity of supply**

During the period of access water is permanently available except in the case of drought or a drop in pressure or if the ASA reserve the rights to impose a water turn. This will be established to share equally the available resources between all the owners. However, the interruption to the water supply may be imposed by the ASA to carry out repairs, maintenance or any other legitimate reason.

### **Article 39**

The water supply is pure. It is not chemically treated. Only a filter system is put in place at the water point.

However, the water may contain silt, microalgua which developes in the canalisation.

This water is for irrigation use only. It is not drinkable or suitable for domestic use.

### **Article 40**

For future housing estates

The flow in m<sup>3</sup> per hour supplied to the owners irrigation points will be defined according to the surface area.

For the irrigation of housing estates the supply from to the water point for the whole of the housing estates will be calculated according to surface area and will be shared between the users under the authority of the ASA (water turns)

When necessary the water flow may be modified by the ASA

## **Section H Pressurised water network**

### **Article 41 Hydrolics equipments used by owners**

The water supplied is provided through taps installed on the water hydrants. Each tap is fixed with a plug, a pressure regulator and a flow limiter.

The ASA is responsible for the maintenance costs of the equipment

**Article 42 : Correction to the water hydrants**

The owners are obliged to install connections which are easily dismantled between the ASA equipments and their personal equipment :

**Article 43 Water consumption**

The ASA reserve the right to control the flow to the water hydrants. In the case of a leak from a personal installation the flow will be stopped immediately until the water hydrant has been repaired by the owner.

**Article 44**

Only irrigation water hydrant can be touched by the owners. Owners must turn them on and off slowly and with precaution. The hydrants must be turned completely on . Any problems noticed with a hydrant must be reported immediately to the ASA (drains, plungers, valves...)

**Article 45 Displacing canalisation**

Owners wishing to modify the route of the canalisation, a water hydrant or a riverbank or any other hydraulic equipment for their own reasons must contact the ASA to judge the technical work and a financial evaluation will be given by the ASA. The modification will be charged to the owner and will be controlled by the ASA

#### **Article 46 Construction- planting**

No permanent construction or planting of conifer trees can be established on the canalisation routes. A minimum distance of 2m50 from the canalisation route must be respected. For those concerned a plan is available for consultation at the ASA office.

#### **Article 47 Distribution network**

Joining the irrigation water network to the drinkable water network is strictly forbidden. This can lead to the polluting of the drinkable water network.

The same applies to any other source and especially ground water supplies. The joining of the water hydrants is also forbidden as is joining to another station.

### **Section1**

#### **Article 48 Water police**

The water police is represented by the ASA agents and is responsible for the whole perimeter for reporting any violation of the current regulations.

#### **Article 49 Responsibility**

Voir article 34/35

#### **Article 50 Police measures**

##### **50-1 Water usage**

Water usage for any reason except for irrigation : the water supply will be cut off and a fine equal to 4 times the amount of the bill for the plot will be payable to the ASA

##### **50-2 Damage to equipment**

Damage to water hydrants, or other equipment : repairs of the equipment according to current rates will be charged to the responsible owner and a fine payable to the ASA equal to 4 times the total amount for the bill due from the responsible owner

##### **50-3 Water usage without an access flow valve**

Watering from a pump which is not fitted with an access flow valve or with a damaged valve : a fine equal to 4 times the amount of the bill for the plot will be payable to the ASA

##### **50-4 Water usage on a non registred plot**

Irrigation on an unregistered plot : a fine equal to 4 times the amount of the bill for the plot will be payable to the ASA

**50-5 Joining network**

Joining with a water source : a fine equal to 4 times the amount of the bill for the plot will be payable to the ASA

**50-6 Other case**

The trade union will meet to examine the facts and take the appropriate action

**CHAPTER V Implementation of the rules and regulations**

The current regulations will be available to all owners at the ASA headquarters as soon as it is published. The rules will be applicable as soon as the ASA and the owners assembly have voted. The President and the ASA agents will be responsible to implement the current rules.