**Article 1 The Definition of the ASA**

The ASA (Association Syndicale Autorisée) is an organisation which consists of all owners of contructable or not constructable land within the designated perimeter of plots irrigated by the canal.

The following towns are in the perimeter of the ASA : Corneilla de conflent, Ria Sirach, Codalet, Prades, Los masos et Eus.

* Rec de dalt is connected to the river « Têt ». Jacques II, King of Majorca, Count of Roussillon and Cerdagne created an act in 1305 to allow the population of Prades, access to water for the irrigation of their land forever. It was given in exchange for a fixed payment of 4400 sols, currency of barcelona.
* The Rec de Baix is today supplied by the union canal which is connected to the river Têt. Acces to water was decided by an act created in 1521.
* Canal Prat san Marty is today supplied by the union canal which is connected to the river Têt. Acces to water was decided by an act created in 1964.

**Article 2 Headquarters and Name**

The headquarters of the association is at Prades Town hall. Its name is as follows Association Syndicale Autorisée de la Branche Ancienne, Canaux Rec de Dalt, Rec de Baix i Prats Sant Marti de Prades.

**Article 3 Main regulations related to the perimeter and transfer of ownership**

The Canal irrigates all or parts of the following towns : Corneilla de Conflent, ria Sirach, Codalet, Prades, Los masos, Eus.

The perimeter is divided into two forms of irrigation : The main one is called a gravity water system which allows the water to be directly irrigated from the canal. The other is called a pressiorised water system which allows water to be irrigated through a watering system. This form of irrigation is not compulsory.

 The perimeter is shown on a plan (annexe 1) and is kept by the president of the ASA.

The following information about the plots is recorded at the Land Registry :

* Land Registry reference numbers for the plots
* The surface area of the plots

The President of the ASA updates the perimeter regularly in order to establish the yearly payments which are calculated based on the surface area of individual plots.

All owners are obliged to pay if their land is within the perimeter until the association is disolved or the perimeter is reduced.

**TRANSFER OF OWNERSHIP**

In the event of the sale of a property within the perimeter, the ASA must be informed by the owners or their conveyancer.

Payment is the responsability of the owner on the 1st of January of the year of the sale.

The ASA must be informed in writting of any sale before the 31 st of March. If the ASA is not informed before this date, the previous owner will be liable to pay the debt regardless of the date of sale.

**Article 4 The objectives of the Association**

The association is in place to distribute the irrigation water between owners. The ASA is responsible for the administration, management, maintenance of the main canal, major repairs, improvments and extensions of the main canal.

The canal is for irrigation only, it is forbidden to dispose of household water in the canal under any circumstancies (sewage, swimming pool, rain water). In the event of an overflow due to disposing of large quantities of household water or the destruction of crops or tree lined gardens by chimical products, the ASA or the owner or owners can claim compensation for any damage incurred.

The secondary streams must be regularly maintained by riverside owners. If this is not respected the owner could be liable to pay a fine.

Chapter 2 INTERNAL PROCEDURE OF THE ASA

**Article 5 Administration Department**

The administration of the association is divided as follows :

* Owners meetings
* The Trade Union
* The President of the ASA

**Section 1 : OWNERS MEETINGS**

**Article 6 Owners meetings and deliberations**

There is an owners meeting every two years. Owners will be notified of the meeting by letter, fax, and email, or by hand delivery by the President of the ASA.

For any decisions which have to be made there must be the equivalent of 51% of voters at the meeting. If the quota of votes is not achieved, a second meeting will be organised within half and hour with the same program and deliberation can then take place without a quota.

The owners meeting may be more frequent in the following cases :

* To modify the statutes of the association according to article 39 of the 1st July 2004.
* At the request of the trade union, the local authority or of the majority of members in order to make urgent decisions before the next programmed meeting. At the request of the Local Authority or the majority of members to prematurely end the contract of a member of the trade union.

All deliberations are documented in the minutes which are signed by the President of the ASA and which indicate the results. The documentation from the vote will be annexed. The minutes are conserved in the deliberation register.

Decisions are made by the majority of the present members or representatives votes. In the event of the split votes, unless it is a secret ballot, the President’s vote is decisive.

The vote takes place according to the choice of the voters by the show of hands or a secret ballot in the following circumstances :

A secret ballot takes place at the request of at least one third of the people present who have a valid vote according to article 7

**Article 7 Procedure for the distribution of the vote at owners meetings**

The right to vote is given to all owners with a plot within the perimeter.

Vote distribution is proportional to the surface area of the plots.

Every owner is automatically a member of the owners meetings and regardless of the surface area of the plot and up to 10 acres. Every member of the association has the right to 1 vote.

Over 10 acres, every member has the right to one extra vote for every ten acres with a maximum limit of 100 votes.

A record of the members of the owners meeting which indicates the vote distribution is kept updated by the President of the association. This list is revised annually. The owners can be represented by a person of their choice. This must be confirmed in writting and is only valid for one meeting . One single person can represent a maximum of 20 voters with a maximum limit of 250 votes including the vote of the representative.

The Local Authority and the towns within the perimeter of the association are advised about the meeting and can attend or be represented at the owners meetings in an advisory capacity.

**Article 8 Content of the owners meetings**

The owners meetings elect members of the trade union and the deputies in charge of the administration of the association.

They deliberate on :

* The annual financial report of the association
* The maximum sum of loans can be voted by the trade union
* Propositions to modify statutes, modifications of the perimeter of the ASA or the closing of the association
* The attachment to another union or a merger with another association
* Any questions about the application of the loan or regulation
* The election of or renewel of members of trade union
* The amount of money if any received by the members of the trade union on their request. They can receive an annual payment for fees linked to the position equal to a maximum of 10 times the minimum amount payable for the smallest plots. This is revised yearly.

**Section 2 THE TRADE UNION**

**Article 9 Composition of the Trade Union**

The number of members of the trade union elected by the owners meetings is between 6 and 12 permanent members and up to 3 temporary staff. The positions of the trade union members last 6 years.

Where possible, depending on volunteer application,s the members of the trade union should be representatives for different areas of the perimeter.

The members of the trade union both permanent and temporary can be reelected and continue their position until a successor takes their place.

One third of the office can be reelected every 2 years.

The candidates for trade union positions must apply 7 days before the date of the meeting by a written application adressed to the President of the ASA.

The candidate must be an owner and must be up to date with his/her payments.

Forced resignation can be decided by the President of the ASA for any member of the trade union who misses 3 consecutive meetings without a legitimate reason.

In this case, the member will be temporarly replaced until a new permanent member can be elected.

The new member can be elected either at the next owners meeting or an earlier meeting can be called if it is too long until the next meeting.

Any replacement members who are elected will carry out the rest of the term of their predecessor.

Any organisation who funds at least 15% of any repair work has the right to attend trade union meetings during the time of the repairs.

**Article 10 The role of the Trade Union**

Main responsabilities :

* To approve the bids for repairs and materials
* To vote for the annual budget
* To decide on any bank loans needed unless the amount is more than twice the annual sum received from the owners contributions
* To control and check the annual accounts
* To decide any modifications to the perimeter of the ASA
* To authorize the president to represent the ASA in a court of law
* To deliberate on any mergers of the ASA
* To decide on the agreements or contracts between the ASA and public or private organisations, who make a financial contribution
* To create and modify the regulations of the association or various technical or administrative regulations.
* **Article 11 Trade Union meetings**

They meet as often as is judged necessary by the President of the ASA or at the demand of at least 5 members or the Local Authority

Each member will be notified about the meeting by letter, fax, email or by hand delivery by the President of the ASA, at least 8 days before the meeting.

 **Article 12 Commission for bidding proposals**

The commission consists of the president of the ASA and two other trade union members. The president can invite the accountant from the Inland Revenu or a representative of the state.

**Section 3 THE PRESIDENT OF THE ASA**

 **Article 13 Election of the President and Vice President**

Cf Article 8-9-11

 **Article 14 The role of the President**

-The President documents and delivers the decisions of the owners and trade union meetings

- He organizes and directs the meetings

- He is responsible for all buying, selling and bidding proposals

- He updates the owners files as well as well as the plans of the plots within the perimeter

- He is responsible for the plans, registers and other administrative documents

- He is the payment mandate issuer

- He supervises and sends all the bills

- He is in charge of all spending decisions

- He recrutes, manages and appoints the staff

- He decides the income of the staff. He creates the rules of procedure

-The President can delegate some of this responsabilities of the director chosen by him.

- the President does an annual report on the work of the association and its financial situation, analysing mainly the administrative accounts.

- He can modify the decisions made at the owners meeting at the request of the Local Authority.

The Vice President replaces the president when he is absent.

Chapter 3 FINANCIAL PROCEDURE

Article 15 The ASA Accountant

The accountancy for the association is carried out by the Inland Revenue in Prades.

The accountant is responsible, debt recovery, for all incomings and outgoings, as well as granted any expenses requested by the President.

Article 16 Distribution of revenue

The revenue of the ASA comprises of

* Members contributions
* Loans
* State funding and other outside contributions
* Agreements related to partners of the ASA

The annual revenue should cover :

* Loan repayments
* General expenses for repairs
* Administration materials costs
* Any previous profit deficit
* Any unpaid or late membership contributions to cover big repairs and new equipment.

The bills are calculated annually and are payable by members belonging to the association on the 1st of january of the year of the sale.

The member’s annual bills can be issued once or more a year.

Chapter 4

 **Article 17 Régulations**

The regulations define the function of the ASA. The initial draft with any modifications is submitted to the trade union for deliberation.

Agents of the trade union can be legally authorized to check the regulations are respected, to impose fine and signal any infraction related to the water usage and construction of the canal.

 **Article 18 Owners responsabilities**

Owners responsabilities are detailed in article 3 decree of 1st July 2003. It mainly consists of the right of passage for the maintenance of the canal. Any construction, wall or plantation on the plots where there is a canal must allow the right of passage for maintenance :

* Constructions must be built at minimum distance of 2m50 away from the canal.
* Any construction or bridge crossing the canal is strictely forbidden

Owners are expected to respect all the rules linked to the protection of the canal. Service regulations are detailed in the rules of procedure. Any walls or plantation must be at a minimum distance 2m50 away from the canal to allow the right fo passage.

The trade union has the right to purchase the necessary land needed for repairs. In the event of a plot being divided into several smaller plots the initial owner of the propriety is responsible for diverting the canal water to each individual plot.

The distribution of the water, the volume and the time of usage are detailed in the regulations. In periods of drought, this is decided by the ASA. In the event of this, owners are still liable to pay the full amount without a reduction.

 **Article 19 Ownership and maintenance**

The ASA is responsible for all maintenance and cleaning of any construction.

Chapter 5 MODIFICATION OF THE STATUTES - DISSOLUTION

 **Article 20 Statutary Modification of the Association**

Statutary modification other than those regarding the perimeter must be deliberated at an owners meeting and permission must be granted by the Local Authority.

Modifications of the perimeter are subject to the conditions fixed by the article 37 and 38 of decree of 1st July 2004 and article 67 to 70 of decree of 3th May 2006.

 **Article 21 Extension of the perimeter**

The decision to extend the perimetre is made by the trade union and is subject to the autorisation of the Local Authority when :

The extension of the perimeter has a surface area off less than 7% of the previous surface area included in the perimeter of the association. Permission must be given by owners included in the perimeter.

 **Article 22 Dissolution of the association**

The association can be dissolved when the majority of owners represents at least two thirds of the surface area of land or two thirds of the owners represent more than half of the surface area of land in favour of dissolution.

If the association is disolved the conditions are decided by the trade union or by default a liquidation nominated by the Local Authority.

The owner members of the association are liable to pay outstanding bills until the dissolution is complete. The debts can be taken over by the council.

 **Article 23 Date of application**

These statutes were made applicable following a vote at an owners meeting in accordance with articles 11 and 39 of decrees of 1st of July 2004.

 **Article 24 Annexes of the statuts**

The original of the present statutes is held at the head of office of the ASA along with :

* The decree accorded in 1305 and in 1521
* The 1964 act of the association
* The plan of all the plots included within the perimeter of the association
* The list of buildings included in the perimetre

Local authority Decree n°2998/2008 of 16th of july 2008