

**PACIFIC WATER ASSOCIATION STEERING COMMITTEE
MEETING HELD AT SOPAC SECRETARIAT, SUVA, FIJI
21 NOVEMBER 1997-12-09**

Ed Burke

PWA Interim Secretariat

SOPAC Miscellaneous Report 268

or

PWA Committee Report 1

INTRODUCTION

This report documents the meeting of the Pacific Water Association Steering Committee that was held on 21 November 1997 in the multipurpose room of the SOPAC Secretariat, Suva, Fiji.

BACKGROUND

The Steering Committee was formed at the July 1995 PWA meeting held in Western Samoa to guide the association until it is legally established. (See SOPAC Miscellaneous Report 202 *“Report on a Meeting to Discuss the Establishment of a Pacific Water Association”*). The Committee met for the first time in Suva, Fiji, in January 1996. The Committee continued to function after the August 1996 PWA meeting held in American Samoa, which resolved to establish the PWA as a regional organisation based in Fiji. (See SOPAC Miscellaneous Report 231 *“PWA Steering Committee Meeting”* and Report 202 *“Inaugural Meeting of the Pacific Water Association”*).

Fiji Cabinet approved the establishment of PWA in Fiji in October 1997. The second meeting of the Steering Committee was to develop the PWA as a legal entity and to plan the next Annual General Meeting.

THE MEETING

This report is a record of the second Steering Committee meeting held in Suva, Fiji, on 21 November 1997.

NOTE: This report will be distributed both as a PWA and SOPAC report.

**Minutes of the
Pacific Water Association Steering Committee Meeting
SOPAC Multipurpose Room: Suva, FIJI
21 November 1997**

In Attendance:

Steering Committee Members:

John Chaniel (UNELCO, Port Vila, Vanuatu)
Fui Alatimu (SWA, Apia, Samoa)
Ram Shandil (PWD, Suva, Fiji)

Others:

Joytin Sharma (PWD, Suva, Fiji)
Michael Dworsky (ASPA, Pago Pago, American Samoa)
Patrick Amini (PPA, Suva, Fiji)
David Scott (SOPAC, Suva, Fiji) for part of meeting
Ed Burke (SOPAC, Suva, Fiji)

Item 1: Opening

By consensus the Committee selected John Chaniel as Chairman and Ed Burke as rapporteur.

An apology from Latu Kupa (SWA) was received with Fui Alatimu sitting in for Latu.

All participants then introduced themselves

The draft meeting agenda was approved (*Attachment 1*).

Item 2: Summary

A summary of PWA activities since the last AGM, held in Pago Pago, American Samoa in August 1996, was presented by Ed Burke (*Attachment 2*).

During the presentation, tribute was given to Chuck Filiaga for his hard work and contribution to the establishment of the PWA. Chuck tragically died in a car accident earlier this year.

It was **resolved** that the summary be accepted as a true and accurate account of PWA activities since the last AGM.

Item 3: Financial Report

A financial statement of the PWA Trust Fund Account, administered by SOPAC, was presented by Ed Burke (*Attachment 3*). The statement showed a closing balance of \$US31,351.06 as at 18 November 1997.

With anticipated expenditures of approximately \$US6,800 to cover legal fees, SOPAC fees and Committee travel expenses, a "working" balance of \$24,500 was assumed.

The PWA Trust Fund Account was audited as part of the overall annual SOPAC audit by Coopers & Lybrand Suva office.

It was **resolved** that the financial report be accepted as a true and accurate account of the PWA Trust Fund Account.

Membership fees for 1998 need to be sent out shortly with more lobbying required to secure existing and new potential members.

Item 4: Cabinet Decision to Establish PWA in Fiji

On 21 November 1997 the Fiji Cabinet endorsed the establishment of the PWA and approved that its office to be located in Suva. *Attachment 4* contains details of the Cabinet decision. However Cabinet did not approve PWA establishment with immunities and privileges (similar to a regional organisation) as we had requested.

Ram Shandil explained that there was concern that because PPA was not established with immunities and privileges then PWA should not either. However he did say that any exemptions of taxes and duties by PWA are considered on a case to case basis by the Minister of Finance.

Item 5: PWA Options

Various options to legally establish the PWA in Fiji were discussed, including establishment under the Companies Acts, as a regional organisation as initially requested and jointly with PPA.

Noting the length of time it took to get current Fiji Cabinet approval, it was **resolved** that PWA be established under the Fiji Companies Act and at a later date seek government approval for immunities and privileges jointly with PPA.

Draft copies of the PWA Memorandum of Association and Articles of Association were distributed to the Committee (*Attachments 5 and 6*). It was noted that these two documents were based on similar PPA documents and that the current drafts reflected comments and modifications received by selected members and SOPAC.

Patrick Amini offered to review the draft documents considering a recent review of PPA documents. He will also check the procedure needed for registration under the Companies Act.

John Chaniel and Ed Burke will arrange a meeting with our PWA lawyer to discuss requirements, timing and cost for registration.

It was **resolved** that every effort be made to have the Memorandum of Association signed by members at the next AGM in 1998.

A budget was developed during the meeting as showing an income of \$US77,000 and a short term expenditure of \$US60,500 (*Attachment 7*).

It was **resolved** that the provisional budget as shown in Attachment 7 be approved.

It was **resolved** that for the first year of operation and transition period, the executive position be filled on a consultancy basis between Chris Cheatham and SOPAC, and will share premises with PPA with the scope of work to be developed by the Steering Committee and the nominated consultants.

It was also **resolved** that a separate postal address be established with continued use of SOPAC telephone and fax numbers.

Item 6: Next PWA AGM

After a “brain storming” session it was **resolved** that the following details of the next AGM be approved:

Venue: Suva, Fiji
Time: Tuesday, 31st March 1998 - Thursday 2nd April 1998
Host: PWA
Agenda:

Tuesday: Opening Session
Formal Session half day:
Adoption of Memorandum of Association and Articles of Association
Business Meeting
Adoption of Inaugural Meeting
Financial Report
Status creation of PWA
Ceremonial signing.
Information Session half day:
Fix objectives of PWA
Program for the year
Identify short-term, long-term needs of members
Terms of Reference for Executive Director
Agenda for the next AGM (time and venue)

Wednesday: Leak Detection Workshop (ACTEW- Fiji DPW- SOPAC)

Thursday: Morning Presentations:
Island Reports on the Agenda Subject (5 Minute Report and submittal Paper)
PPA presentation of past and proposed activities, (Successes, and Failures)
(including things to watch out for as an organization)
Interested (proposed) Allied Members presentation on their products and other
information to be shared
Donor/Regional organizations functions and programs relating to
Water/Sanitation.
Afternoon Session:
Closing Business meeting to discuss Agenda for the next AGM (venue) and
technical subjects for future round-table discussion, and paper.
Any unresolved issues. Approve any resolutions (outstanding). Adjourn.

Friday: Travel or Field Trip (Fiji PWD) 3rd of April
The organisation of the AGM will jointly be by the Steering Committee, SOPAC, PPA
and PWA, Fiji.

It was **resolved** that there will be no trade show at the next AGM due to time constrainta, however Allied Members are strongly encouraged to attend and will be able to make short presentations.

It was **resolved** that a newsletter be sent to all members and potential members plus as wide an audience as possible by mid-January 1998. Items suggested for the newsletter are listed in *Attachment 8*.

Attachment 9 notes the target dates and responsibilities for various actions recommended by the Steering Committee.

Item 8: New Business

None

Item 9: Closing

John Chaniel thanked everyone for attending and gave special thanks to SOPAC for their assistance in acting as interim Secretariat.

Approval of Minutes

These minutes have been review by the Steering Committee and approved as a true record of the meeting held on 21 November 1997.



John Chaniel, Water Supply Manager
UNELCO

Fui Alatimu, Financial Manager
Samoan Water Authority

Ram Shandil, Director of Water and Sewerage Section
Fiji Public Works Department

ATTACHMENT 1

AGENDA

**Pacific Water Association Steering Committee Meeting
SOPAC Multipurpose Room: Suva, Fiji
21 November 1997**

- **Opening**
- **Summary of PWA Activities since 1996 AGM**
- **Financial Report**
- **Cabinet Decision to Establish PWA in Fiji**
- **PWA Options**
 - **Memorandum of Association under Companies Act of Fiji as PPA**
 - **Seek tax free status as initially requested**
 - **Seek tax free status jointly with PPA**
 - **Others**
- **Next PWA AGM**
 - **Date and venue**
 - **Agenda**
 - **Organisation**
- **New Business**
- **Closing**

ATTACHMENT 2

Summary of PWA Activities since 1996 AGM

- *August 96:* PWA AGM
- *September 96:* SOPAC(Ed)/PPA(Patrick&Chris) meet to discuss PPA AGM. PPA advised that their members were not in favor of joint PPA/PWA meetings.
- *September 96:* Prepared and distributed report on PWA Inaugural Meeting (SOPAC Misc. Report 235).
- *October 96:* Prepared and distributed PWA membership fee invoices.
- *November 96:* Chuck was killed in a car accident.
- *November 96:* Meeting in Suva with John(UNELCO), PPA(Chris) and SOPAC(Ed) to discuss development and establishing of PWA in Fiji.
- *December 96:* Submission prepared and presented by PPA(Chris) and SOPAC(Ed) to Minister of Public Works (Hon Ratu Inoke Kubuabola) seeking the establishment of PWA in Fiji as a regional organisation. The Minister supports establishment but advises that a submission must be made seeking Cabinet approval. Estimated approval date mid January 1997.
- *March 97:* Steering Committee approves SOPAC to prepare newsletter and follow up membership fee invoices.
- *April 97:* Started to draft PWA newsletter
- *May 97:* Visits from John Emmerson (US Corps of Engineers) and Abe Malae (CEO of ASPA) visited SOPAC to discuss PWA and renewed support for PWA.
- *June 97:* Follow up membership fee invoices sent out by fax.
- *June 97:* Development of PWA Home Page on the Internet.
- *August 97:* SOPAC prepares status report on PWA and distributes it to steering committee strongly recommending meeting of the committee as soon as possible.
- *October 97:* Fiji Cabinet approves establishment of PWA in Fiji but does not approve regional organisation status.
- *October 97:* PWA members advised of cabinet approval by fax.
- *November 97:* Contacts made with the International Water Services Association and the African Water Utility Partnership at the Water Supply and Sanitation Collaborative Council meeting held in Manila. Note that the AWUP receives support from the World Bank.
- *21 November 97:* Current Steering Committee Meeting

ATTACHMENT 3

SOUTH PACIFIC APPLIED GEOSCIENCE COMMISSION (SOPAC)

PACIFIC WATER ASSOCIATION TRUST FUND ACCOUNT

FINANCIAL REPORT AS AT 18 NOVEMBER 1997.

PARTICULARS	Receipt Number	Amount	
		US\$	F\$
Opening Balance		0.00	0.00
Plus Receipts:			
1996 Contribution:			
<i>Majuro Water & Sewer Company</i>	1826	2,500.00	3,459.73
<i>UNELCO Limited, Port Villa</i>	1838	2,500.00	3,402.32
<i>Western Samoa Water Authority</i>	1845	2,500.00	3,451.37
<i>Government of Kiribati</i>	1862	2,500.00	3,449.94
<i>ACTEW Corporation, Australia</i>	1856	2,500.00	3,449.94
<i>Pohnpei Utility Corporation</i>	1863	2,500.00	3,449.94
<i>The Waterboard, PNG</i>	1868	2,500.00	3,449.94
<i>American Samoa Power Authority</i>	1870	2,500.00	3,449.94
<i>Caledonienne Des Eaux, New Caledonia</i>	1883	2,500.00	3,459.49
<i>Solomon Islands Water Authority</i>	1891	2,500.00	3,459.49
<i>Sub-Total</i>		25,000.00	34,482.10
1997 Contribution:			
<i>Caledonienne Des Eaux, New Caledonia</i>	1977	2,500.00	3,431.94
<i>Hume Industries (NZ) Limited</i>	1993	2,500.00	3,426.07
<i>Pohnpei Utility Corporation</i>	2002	2,500.00	3,405.07
<i>UNELCO Limited, Port Villa</i>	2008	2,500.00	3,361.36
<i>Majuro Water & Sewer Company</i>	2097	2,500.00	3,496.26
<i>American Samoa Power Authority</i>	2114	2,500.00	3,496.26
<i>ACTEW Corporation, Australia</i>	2147	2,500.00	3,452.31
<i>Western Samoa Water Authority</i>	2170	2,500.00	3,532.07
<i>Snowy Mountains Engineering Corp.</i>	2183	2,500.00	3,520.13
<i>Sub-Total</i>		22,500.00	31,121.47
TOTAL RECEIPTS		47,500.00	65,603.57
Less Expenditure:			
<i>Airfare & Per-diem - Tuvalu Rep.(PWA Meeting in Pago Pago)</i>		1,915.18	2,648.94
<i>Airfare & Per-diem - Niue Rep.(PWA Meeting in Pago Pago)</i>		1,574.25	2,177.38
<i>Airfare & Per-diem - Fiji Rep.(PWA Meeting in Pago Pago)</i>		1,059.51	1,465.44
<i>Meeting Contribution</i>		500.00	709.62
<i>PPA Fees</i>		11,100.00	15,587.70
<i>Legal Fees</i>		0.00	0.00
TOTAL EXPENDITURE		16,148.94	22,589.08
Closing Balance		31,351.06	43,014.49

NOTE

Funds maintained in US currency bank account. F\$ conversion is at prevailing exchange rates.

ATTACHMENT 4

OCT 29 1997 07:19AM MINERAL RESOURCES

CABINET MEMORANDUM

Prime Ministers Office, P.O. Box 2353, Government Buildings, Suva.

Telephone: 211601

Fax No. 306034

RECEIVED Lands & Mineral Resources

DATE: 27/10

To: All Permanent Secretaries
PMD Anase NUSA

The following decisions were taken by Cabinet at its meeting on Tuesday, 21st October, 1997:

1. Pacific Water Association (PWA)

Cabinet endorsed the establishment of the Pacific Water Association (PWA) and approved that the Water and Sewerage Section of the PWD be a member of this Association.

Cabinet also approved that the office of the PWA be located in Suva.

The PWA will comprise all Water Utilities in the Pacific Island countries, and its membership will be open to other international organisations who have interests in the water sector in the region.

The benefits the Water and Sewerage Section would enjoy from the location of the PWA office in Suva includes:

- * increased frequency of training conducted in Fiji;
- * development of training facilities within Fiji for regional training;
- * closer working relationship with PWA, with greater access to PWA resources and information;
- * reduced costs and increased opportunities for training because of the greater frequency of training courses held in Fiji; and

Rec'd 27/10/97

Received: 29 OCT 1997

File Reference:

Action:

24th October, 1997

At: Imp. Sec. Secy

Acknowledged:

2.

- *improved trade relations with Pacific Island Countries, particularly for those industries or companies based in Fiji and have interest in the water and sewerage sector.*

At a regional level, the PWA will provide administrative support needed to coordinate activities in the region's water sector. Many of these functions had been provided by the UNDP under the Water Sector Project, and recently under the SOPAC Water and Sanitation Project.

ATTACHMENT 5

MEMORANDUM OF ASSOCIATION OF

PACIFIC WATER ASSOCIATION

A COMPANY LIMITED BY GUARANTEE

ESTABLISHED UNDER THE COMPANIES ACT OF FIJI

I. NAME

- II. The name of the Company shall be the Pacific Water Association (herein referred to as "the Association").

II OFFICE

The office of the Association shall be in such place in Fiji or elsewhere as the Board of Directors of the Association may from time to time determine.

III OBJECTS

The objects for which the Association is established are:-

1. To improve and enhance "the industry" within the Member Countries by:
 - a. improving manpower development opportunities within Member Countries
 - b. representing members in international forums and soliciting bilateral and multilateral assistance for water and sanitation sector development within Member Countries
 - c. providing cooperative technical assistance
 - d. establishing and disseminating the current performance and future general outlook of the industry
 - e. developing and maintaining a credible and continuous liaison with governments and industry both within the Member Countries and elsewhere in the world
 - f. integrating the position of the industry in Member Countries water and sanitation policies and programmes
 - g. cooperating with relevant authorities and organisations and being a medium for fostering goodwill towards the industry

- h. providing an integrated industry-wide research and communications capability on issues of multinational, national, public and community concern
 - i. supporting members on matters of local concern and by providing mechanisms for community involvement in industry-related issues affecting the community
 - j. providing a unified means of contact with governmental and other bodies on matters relating to the industry
 - k. promoting among persons concerned with the industry, cordial business relations, mutual confidence, helpfulness and goodwill
 - l. promoting among persons concerned with the industry, ethical principles and good business practices.
2. To develop and gain support among members for standards for the industry's performance, and to monitor the comparative performance of Member Countries water and sanitation utilities against international benchmarks.

Without limiting the generality of the foregoing, this shall include:

- a. the co-ordination of the assembly of information and statistics on the industry in the Member Countries for use within or outside the industry
 - b. the promotion of awareness of the extent of the coordination and collaboration undertaken between the water and sanitation authorities of the Member Countries and the availability of advice and information from the Association to assist in the deliberations of governmental and other bodies on matters relating to the industry
 - c. the compilation, printing, publishing, circulation, distribution and lending of statistics, reference data, bulletins, books, pamphlets, magazines, periodicals, journals and other publications, recording tapes and films relating to the industry.
3. a. To identify and promote the industry's contribution to the Regional economic well-being of Member Countries.
- b. To develop, in consultation with governments and the community, policies and action plans which address environmental issues of concern to the community.
 - c. To develop supply management programmes to encourage efficiency in the abstraction and distribution of water and the collection, treatment and disposal of wastewater.
 - d. To develop demand management programmes to encourage efficiency in the use of water and the collection, treatment and disposal of wastewater.
 - e. To encourage scientific and other research and development programmes which contribute to the industry's ability to enhance simultaneously its economic and environmental performance.
 - f. To promote efficient water resource assessment in order to enhance both economic and environmental performance of the industry.

4. To encourage and provide means for promoting, facilitating and coordinating research development and demonstration into all appropriate aspects of the water and sanitation industry including the abstraction, distribution and use of water and disposal of wastewater with a view to providing necessary support for the industry and better to equip it to meet future challenges as they emerge.

Without limiting the generality of the above this includes:

- a. the making of arrangements and provision of support for the establishment, maintenance and improvement of laboratories and equipment (whether belonging to the Association or to any other person) for testing, analytical, developmental, research work or any other appropriate technical purposes in relation to water and sanitation and the industry.
 - b. promotion, conduct, encouragement and co-ordination of the study of and research into the health and welfare of employees in the industry and the health and welfare of the public generally in relation to the industry.
5. To encourage members' skills formation **by**:
 - a. identifying the new skills requirements for the industry's future well being.
 - b. encouraging a proper response from members to these needs.
 - c. providing a skills development capability where needed in Member Countries and on a national industry basis.
 - d. assisting in the conduct of educational activities in fields of particular interest to members.
 - e. granting scholarships, bursaries, subsidies and other forms of assistance for or in relation to educational or experience enhancement programmes in fields of particular interest to members.
 6. To encourage greater standardization within the industry in respect of materials and systems, and to encourage uniformity of regulatory requirements as between legislatures by:
 - a. Collaborating with and advising the Member Country governments and any other body having similar objectives on all matters relevant to the industry, and to promote the formulation and implementation of standards in respect of water and sanitation equipment used by the public and by the industry so that high standards of safety, reliability and quality of supply and service are maintained
 - b. Fostering cooperation and collaboration between Governmental Regulatory Authorities to work towards uniformity in regulatory requirements governing water supply, wastewater disposal within the Member Countries.
 7. To facilitate the effective interchange of information pertaining to the industry, including that of a technical, commercial, marketing, human resources and administrative nature, for the mutual benefit of members and the improvement of the efficiency of the industry. This shall include the establishment and support or assisting the establishment and support of libraries, data banks and other

information centres for the accumulation of information relating to water and sanitation and the industry.

8. To engage in and promote co-operation and consultation with and to make representation and give advise and assistance to governments, public authorities and other bodies regarding legislation, regulations and other requirements relating to the plant, the operations and the activity of the industry.
9. To grant, issue, authorize, modify, cancel, revoke and suspend designations, certificates, licences, diplomas and other awards relative to the skill, knowledge and qualification of persons, concerned with or compliance with requirements of any scheme within the objects of the Association.
10. To provide any of the services or facilities of the Association either gratuitously or otherwise.
11. To promote and hold either alone or in conjunction with any other bodies, meetings, conferences, exhibitions, lectures, seminars, competitions and social and other functions for any of the purposes of the Association.
12. For any of the purposes of the Association, to engage in advertising of all kinds, to make statements and to prepare material for use by the mass communication media, to sponsor radio and television broadcast, to purchase and exhibit works of art and interest to supply information and materials to schools, universities and other educational, scientific and technical bodies
13. To establish and promote and to assist in establishing or promoting and to subscribe to or become a member of any other body which is conducive to all or any of the objects of the Association.
14. To purchase, take on, lease or in exchange hire or otherwise acquire any real and personal property in any part of the world or any estate or interest therein or possession thereof or any right liberty or privilege necessary or convenient for the purposes of the Association.
15. To apply for purchase or otherwise any patents trade marks copy rights or other industrial property or any licences or rights in respect thereof.
16. To construct, maintain and alter any buildings or works necessary or convenient for the purposes of the Association. To take any gift of property whether subject to a special trust or not for any one or more of the objects of the Association.
17. To take any gift of property whether subject to a special trust or not for any one or more of the objects of the Association.
18. To raise and procure contributions to the funds of the Association.
19. To sell, improve, manage, lease, develop, exchange, mortgage, dispose of, grant licences or rights in respect of and otherwise deal with all or any part of the property rights liberties and privileges of the Association.
20. To raise and borrow money in such manner and upon such security (if any) or without giving security as the Association may think fit for the purposes of its objects and secure the same of the repayment or performance of any debt liability contract guarantee or other engagement incurred or entered into or to be incurred or entered into by the Association in pursuance of its objects and in particular upon the security of a mortgage of all or any of the Association's

property and rights (both present and future) or by the issue of debentures or debenture stock perpetual otherwise) charged upon all or any of the Association's property and rights (both present and future) and to purchase redeem or pay off any such securities.

21. To invest any moneys of the Association not immediately required in such manner as may from time to time be determined.
22. To undertake and execute trusts or agencies directly or conducive to the objects of the Association.
23. To give donations subsidies or contributions to and to apply the assets of the Association towards any patriotic charitable or benevolent object useful to the community which is conducive to all or any of the objects of the Association.
24. To grant bonuses, gratuities, pensions, annuities and allowances to employees or ex-employees of the Association (including employees or ex-employees who are or have been directors thereto or the dependants or connections of such persons to establish and support or aid in the establishment or support or institutions schemes funds trusts and conveniences calculated to benefit or assist the welfare of such persons and to make payments towards insurance or other methods of securing advantages for such persons.
24. To establish, promote and support and to aid in the establishment promotion and support of any other bodies formed for or calculated to further all or any of the objects of the Association.
26. To enter into any arrangement with any governments or other bodies and persons which may be conducive to the objects of the Association and to acquire or obtain from any such body or person any charters decrees rights privileges and concessions which may be conducive to the objects of the Association and to accept and make payments, carry out, exercise and comply with any charters decrees rights privileges and concessions.
27. To amalgamate with any body having objects altogether or in part similar to those of the Association and whose memorandum of association or other constitution prohibits the division of its income and property amongst its members at least to the same extent as is done by paragraph ill of this Memorandum of Association.
28. To purchase or otherwise acquire and undertake all or any part of the property assets liabilities and engagements of any one or more bodies with which the Association is authorized to amalgamate.
29. To transfer all or any part of the properly assets liabilities and engagements of the Association to any one or more bodies with which the Association is authorized amalgamate.
30. To procure the Association to be registered or recognised in any country or place in the world.
31. To pay all costs, charges and expenses of or incidental to or in connection with the promotion and establishment of the Association and to pay or contribute to the like costs charges and expenses in respect of any other body which the Association may establish or promote.

32. To draw, make, accept, endorse, discount, execute and issue promissory notes, cheques, bills of exchange, warrants, debentures and all other negotiable or transferable instruments.
33. To open, establish, carry on regulate and discontinue branches and agencies and to appoint attorneys and agents and to otherwise arrange for the carrying out of all or any or the objects of the Association in any part of the world.
34. To authorize the formation of and to regulate and dissolve unincorporated or incorporated associations of members of the Association to be called branches of the Association and to supply funds services and facilities to such associations.
35. To provide legal, technical and consultative assistance for its members. Without limiting the generality of the foregoing this shall include the power to
 - a. employ legal staff
 - b. retain outside legal representation
 - c. retain Counsel
 - d. arrange for the provision of legal advice to its members
 - e. when requested assist in the preparation and presentation of legal proceedings in which any of its members are involved
 - f. when requested take over the conduct or defence of any legal proceedings on behalf of any of its members
 - g. perform any act in furtherance of the legal well being of any of its members.
36. To take such action as the Association may consider to be incidental to or conducive to the development, operation and management of the electricity industry in the public regional and national interest and the attainment of the above objects.

And it is hereby declared that :-

- a. for the purpose of the foregoing provisions of this Clause:
 - i. "the industry" means any industries which engage in the abstraction and reticulation or supply of water and/or the collection, treatment and disposal of wastewater to a significant extent and are generally collectively known as the water supply and wastewater industry and also includes industries directly or indirectly supporting the water and wastewater industry.
 - ii "members" are those governments, organisations or individuals which under the Articles of the Association have achieved the status of membership of the Association.
 - iii "water utilities" or "wastewater utilities" are organisations whether governmental corporate or individual which or who engage in the abstraction, distribution and supply of water or the collection, treatment and disposal of wastewater to a significant extent.

- iv "Member Country" means the countries in which the active members (as defined in the articles of association of the Association) have their respective domicile.

- b. Notwithstanding the generality of the foregoing none of the objects of the Association shall extend to empower the Association to bind its members to observe or impose any significant restraint on competition among themselves or between themselves and other persons nor to support with its funds or endeavour to impose on or procure to be observed by its members or others any regulation or restriction which if an object of the Association would make it a trade union within the meaning of the Trade Unions Act of Fiji or any corresponding or similar legislation in any other Member Country.

c. The Association has (in addition to all objects and powers implied by law) power to do any of the matters in this Clause mentioned (whether in one or different paragraphs) apart from any other of the said matters and none of the general or other descriptions given in this Clause is subject to be limited or restrained by reference to the name of the Association or by reference to matters of the same or some similar kind elsewhere in this Clause mentioned or referred to or to be otherwise limited or restrained by any other part of this Clause not containing an express limitation or restriction nor by an inference to be drawn from such other part and so that the objects specified in this Memorandum may be carried out in as full and ample a manner and construed in as wide a sense as if each of the paragraphs hereof defined the objects of a separate and independent company.

d. APPLICATION OF INCOME AND PROPERTY

i. The income and property of the Association whencesoever derived, shall be applied solely towards the promotion of the objects of the Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever, by way of profit to members of the Association: PROVIDED that nothing herein contained shall prevent the payment in good faith of remuneration to any officers or servants of the Association or to any member of the Association in return for any services actually rendered to the Association nor for goods supplied in the ordinary and usual way of business, nor prevent the payment of interest at a reasonable rate on money borrowed from any member of the Association or payment or reimbursement of reasonable travelling accommodation or sustenance expenses incurred by officers of the Association when engaged in the affairs or business of the Association.

e. LIABILITY

The liability of the members of the Association is limited.

f. CONTRIBUTION ON WINDING UP

Each member of the Association undertakes to contribute to the property of the Association in the event of its being wound up while he is a member or within one year after he ceases to be a member, for payment of the debts and liabilities of the Association contracted before he ceased to be a member and of the costs and expenses of winding up and for adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding Twenty Fiji Dollars.

g. DISTRIBUTION OF PROPERTY ON WINDING UP

If upon the winding up or dissolution of the Association there remains after satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed amongst the members of the Association but shall be given or transferred to some institution or institutions having objects similar or in part similar to the objects of the Association and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Association under or by virtue of Clause 36(d) hereof, such institution or institutions to be determined by the members of the Association at or before the time of dissolution, and in default thereof by such Judge of the High Court of Fiji as may have or acquire jurisdiction in the matter.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of the Memorandum of Association

NAME AND ADDRESS

OFFICIAL SIGNATURES

STAMP OR SEAL

1.

The Common Seal of the }
was hereunto affixed in our presence and we }
certify that we are the proper persons in whose }
presence the said Common Seal is to be so }
affixed. }

.....
Chairman

.....
Secretary

.....

ATTACHMENT 6

ARTICLES OF ASSOCIATION
OF THE
PACIFIC WATER ASSOCIATION

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ARTICLE 1

INTERPRETATIONS

1(A) Definitions

- (i) In these Articles unless there is something in the subject or context inconsistent therewith:
1. "Active Member" has membership status as described in these Articles of Association.
 2. "Allied Member" has membership status as described in these Articles of Association.
 3. "Associate Member" has membership status as described in these Articles of Association.
 4. "the Association" means the above-named Company.
 5. "the Board" means the Board of Directors established by these Articles.
 6. "the Law" means the Companies Act Cap 247 of Fiji.
 7. "Director" includes Alternate Director.
 8. "the Directors" means Directors acting as the Board.
 9. "the Water and Wastewater Industry" has the meaning ascribed by the Memorandum of Association.
 10. "Honorary Member" has membership status as described in these Articles of Association.
 11. "Immediate Past Chairman" means the person who held the office of Chairman of the Board immediately before the appointment or succession to office of the Chairman of the Board for the time being.
 12. "Office" means the registered office of the Association.
 13. "the Register" means the register of members to be kept pursuant to the Law.
 14. "Regulations" includes by-laws and rules.
 15. "Seal" means the Common Seal for the time being of the Association.
 16. "Secretary" includes assistant secretary and deputy secretary and any other officer authorised to perform duties of the Secretary.
 17. "Special Resolution" has the meaning assigned thereto by the Law.
 18. "Writing" includes printing typewriting lithography and other substitutes for writing and whether wholly or partly written printed typed lithographed or otherwise reproduced as aforesaid.
 19. "Host Chairman" means the Board member representing the Active member that has been selected by the Board to host the next Annual General Meeting.

20. "Meeting Chairman" means the Board member elected by the Board as Chairman of the Board in accordance with Article 13(A) and means the same as "Chairman".

- (ii) Words importing the singular number only include the plural number and vice versa and words importing any gender shall include the other genders.
- (iii) Words defined in the Law shall have a corresponding meaning herein.

1(B) Headings and Index

Headings and the index hereto are inserted for guidance only and do not form part of these Articles and shall be disregarded for the purpose of construction of these Articles.

ARTICLE 2

MEMBERS AND THEIR QUALIFICATIONS

2(A) Classes of Membership

The members of Association shall be of the classes specified in Clause 2(B).

2(B) Qualifications for Class of Membership of Association

An organisation or individual that has the qualifications set out below for particular classes of membership shall be eligible to apply for membership of such class as follows:

(i) Active Membership

1. An active member will be any water and sanitation utility whether incorporated or unincorporated operating in the following Member Countries namely:

American Samoa
Commonwealth of the Northern Marianas
Cook Islands
Federated States of Micronesia
Fiji
French Polynesia
Guam
Kiribati
Marshall Islands
Nauru
New Caledonia
Niue
Palau
Papua New Guinea
Solomon Islands
Tokelau
Tonga
Tuvalu
Vanuatu
Wallis and Futuna
Western Samoa

2. Active members shall include public or private water and/or wastewater corporations, government departments, statutory bodies or other agencies whether incorporated or unincorporated which are directly responsible for water and/or sanitation within a Member country.

(ii) Allied Membership

1. An Allied Member shall be any other organisation whether incorporated or unincorporated or individual wishing to be affiliated with Association which or who are not eligible for Active Membership but whose admission to Associate Membership would be of benefit to the Association and without limiting the generality of the foregoing would include individuals directly or indirectly supporting the water and sanitation industry, whether in the public or private sector, water and wastewater utilities from outside the Member Countries, other industry organisations multilateral and bilateral agencies and non utility government entities.
2. Utilities eligible for Active membership are also eligible for Allied membership under the following conditions:
 - a. Membership shall be restricted to only one of the two categories.
 - b. Membership other than Active membership shall be granted at the discretion of the Board to utilities showing valid reason and need to be classified under Allied membership.

(iii) Honorary Members

The Board may from time to time appoint Honorary members at its discretion for a renewable period of 1 year. Honorary members shall be chosen on the basis of outstanding services to the water industry in member countries or for outstanding services to the Association. Honorary memberships may be revoked at any time by decision of the Board. Honorary members are not subject to application or subscription fees.

2(C) Election of Members

If the Directors consider that the applicant for membership is eligible for membership and is fit and proper to be admitted thereto the Directors in their absolute discretion may elect the applicant by a majority to membership and determine the particular class of membership to which the applicant is to be admitted. Voting shall be by secret ballot if required by any Director.

2(D) Application for Membership

- (i) Any organisation meeting the criteria of Article 2(B)(i)(1) and 2(B)(i)(2) is automatically eligible for Active membership and need not make formal application to the Association to secure membership, beyond an indication in writing that the organisation desires to become an Active member of the PWA.
- (ii) The application of an applicant for Allied membership shall:
 1. Be in writing in such form as the Directors may from time to time require.
 2. State the full name and address of the applicant.
 3. Contain such other particulars as the Directors may from time to time require.
 4. Be signed by the applicant.
- (iii) All applications shall be accompanied by a non refundable fee of US\$100 at the time of application or such other application fees as the Board may determine from time to time.

2(E) Lodgement of Applications for Membership

Applications for membership shall be lodged at the office of the Association.

2(F) Rejection of Members

No applicant whose application is rejected shall be entitled to submit a further application for membership within twelve months of such rejection unless the Directors in their absolute and unfettered discretion so permit.

2(G) The Register of Members

- (i) In addition to other particulars required by the Law, the Secretary shall enter in the Register the undermentioned particulars with respect to each member.
 1. The member's full name and address.
 2. The date upon which the member was entered in the Register as a member.
 3. The member's class of membership.
 4. The date at which any member who ceased to be a member during the previous seven years so ceased to be a member.

2(H) Termination of Membership

A member's membership of the Association shall terminate:

1. For failure to pay the annual subscriptions as provided for in Clause 4.
2. If the Directors in their absolute and unfettered discretion decide a member no longer fulfills the qualifications for membership provided for in Clause 2(B).
3. Misconduct if it appears to the Directors that a member may have been guilty of breach of any provisions of the Memorandum of Association or of these Articles or of any Regulation or of the member's obligations to the Association.
4. If a member resigns membership by notice in writing to the Association.
5. If a member becomes bankrupt or enters into liquidation.

**ARTICLE 3
SUBSCRIPTIONS**

3(A) Annual Subscription

- (i) The initial annual subscriptions for all classes of membership of the Association shall be as follows:
 1. Active Member - to be discussed at inaugural meeting
 2. Allied Member - “ “ “ “ “
- (ii) The Board will be empowered to recommend annual subscription rates from time to time for approval by postal ballot(s) of all members excluding Honorary Members.

**ARTICLE 4
FAILURE TO PAY ANNUAL SUBSCRIPTIONS**

If any member shall fail to pay subscriptions as a member of the Association within three months of the beginning of the Association's financial year, notice shall be sent to the representative of such member notifying it. If such subscription has not been paid within one month after date of such notice the member concerned shall thereupon cease to be a member of the Association but if at any time such member through its representative gives to the Board of Directors a satisfactory explanation the Board of Directors may in its absolute discretion and upon such terms as it may think fit reinstate such member.

ARTICLE 5
GENERAL MEETINGS

5(A) Annual General Meeting

An Annual General Meeting of the Association shall (unless otherwise permitted by the Law) be held once at least in every calendar year at such time (not being more than five months after the end of the Association's financial year) and such place as the Directors may determine.

5(B) Extraordinary General Meetings

All general meetings other than the Annual General meeting shall be called Extraordinary General Meetings. The Directors may whenever they think fit and they shall when required under the Law convene an Extraordinary General Meeting.

5(C) Notice of Meeting

Subject to the requirements of Law not less than sixty clear days notice of any Annual or Extraordinary General Meeting specifying the place the day the time of the meeting and in the case of special business the general nature of such business shall be given to members entitled to receive notices of meetings in the manner prescribed by these Articles PROVIDED that a meeting called by notice shorter than aforesaid shall be duly called if it is so agreed as provided by the Law.

5(D) Omission to Give Notice

Accidental omission to give notice of a general meeting to or the non-receipt of notice of a meeting by any member shall not invalidate the proceedings at such meeting.

ARTICLE 6
PROCEEDINGS AT GENERAL MEETING

6(A) Regular Business

(i) Ordinary Business of an Annual General Meeting shall be as follows:

1. to receive the profit and Loss Account and Balance Sheet
2. to receive the Annual Report of the Executive Director
3. to receive the Auditor's Report
4. to elect Directors as provided by these Articles
6. to transact such other business as is required by the Law or these Articles to be transacted at the Annual General Meeting.

6(B) Special Business

All business transacted at an Annual General Meeting (other than the ordinary business of an Annual General Meeting) and all business transacted at a general meeting other than an Annual General Meeting shall be deemed special business.

6(C) Quorum

The quorum for a general meeting shall be 60% of total Active members of the Association personally present or represented by proxy. Except as is specifically provided to the contrary in these Articles no item of business shall be transacted at a general meeting except the election of a chairman and the adjournment of the meeting unless the requisite quorum is present at the commencement of transaction of that item of business.

6(D) Lack of Quorum

If within fifteen minutes after the time appointed for the meeting a quorum is not present the meeting if convened upon a requisition pursuant to the Law shall be dissolved but in any other case it shall stand adjourned to such time and place as the chairman of the meeting may determine (subject to the requirements of this Article as to notice of the adjourned meeting).

6(E) Chairman

The Chairman of the Board if he is present within fifteen minutes after the time appointed for the holding of the meeting and willing to act shall preside as Chairman of every general meeting. If the Chairman of the Board is not so present or is unwilling to act then the Alternate Chairman or failing him the Immediate Past Chairman shall preside as chairman of the meeting. If none of the foregoing persons is present and willing to act the meeting shall choose a Director, or if no Director is present and willing to act then any member, to preside as chairman of the meeting.

6(F) Adjournment

The Chairman of a general meeting may with the consent of the meeting adjourn the same from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business which was left unfinished at the meeting from which the adjournment took place. If any meeting is adjourned for more than thirty days or because a quorum is not present then notice of such adjournment shall be given to all the members entitled to receive notices of general meetings but otherwise it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting. If notice of adjournment is hereby required the notice shall be of the same duration and it shall be given in the same manner as notice of the original meeting was required to be given.

6(G) Show of Hands

Except in so far as these Articles require a ballot every question submitted to a general meeting shall in the first instance be decided by a show of hands.

6(H) Minutes as evidence of Result Thereof

At any meeting unless a poll is duly demanded before or upon the declaration of a show of hands a declaration by the chairman of the meeting to the effect that a resolution has been carried or carried unanimously or by a particular majority or lost having regard to the majority required or lost and an entry to that effect in the minute book signed by the chairman at that or the next succeeding meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

6(I) Demand for Poll

A poll shall be duly demanded only if before or on the declaration of a show of hands it is demanded by the Chairman of the meeting or by a member present in person or by proxy and entitled to vote.

6(J) Taking of Poll

A Poll demanded on the election of a Chairman of a general meeting or on a question of adjournment shall be taken forthwith and a poll demanded on any other question shall be taken in such manner and at such time and place as the chairman of the meeting directs and either at once or after an interval or adjournment or otherwise and the result of the poll shall be deemed to be a resolution passed on the date on which it was in fact passed. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll is demanded.

6(K) Disputed Votes

No objection shall be made as to the validity of any vote except at the meeting or poll at which the vote is tendered and every vote not disallowed at such meeting or poll and whether given or purporting to be given personally or by proxy attorney shall be deemed valid. In case of any dispute as to the admission or rejection of a vote the chairman of the meeting shall determine the same and such determination made in good faith shall be final and conclusive.

6(L) Chairman's Casting Vote

In the case of an equality of votes whether on a show of hands or on a poll the chairman of the meeting at which the show of hands takes place or the poll is demanded shall have a casting vote in addition to any other vote or votes to which he may be entitled.

ARTICLE 7 VOTING RIGHTS

7(A) Entitlement to Votes

- (i) Every Board member present in person or by proxy attorney at any meeting of the Association and entitled to vote shall have one vote.
- (ii) The Executive Director shall have one vote.
- (iii) An Allied member representative, duly elected to represent the Allied members on the PWA Board by the Allied members, shall have one vote.

- (iv) With the sole exception of the Allied member representative mentioned in Article 7(A)(iii), Allied and Honorary members are not entitled to vote at any meeting of the Association but at the discretion of the Board may attend observe and participate in all discussions in any such meetings of the Association.

7(B) Manner of Voting

Votes may be given either personally or by proxy.

7(C) Proxy or certificate to be Deposited at Association's Office

The instrument appointing a proxy shall be deposited at the Association's Office or with the Chairman or Executive Director not less than twenty-four hours before the time for holding the meeting or adjourned meeting at which the person named in such instrument proposes to vote or at such later time as the Board may permit but in any case shall be so deposited before being acted upon.

7(D) Duration of Proxy

Notwithstanding any other provision contained in an instrument of proxy no instrument of proxy shall be valid after the expiration of twelve months from the date of its execution.

7(E) Form of Proxy

Every instrument of proxy whether for a specified meeting or period or for all Annual or Extraordinary General Meetings shall be in writing under the hand of the appointer.

**ARTICLE 8
THE BOARD**

8(A) Powers of the Board

The management and control of the business and affairs of the Association shall be vested in the Board. The Board may carry into effect all or any of the objects of the Association as expressed or implied by the Memorandum of Association and may exercise all such powers of the Association and do all such acts and things as may be exercised or done by the Association.

8(B) Composition of the Board

- (i) The Board of Directors shall consist of the following natural persons namely: the representative of each of the Active Members and the Executive Director appointed by the Board in accordance with Article 10 hereof and the Allied member representative duly elected by the Allied members for the purpose of representing the Allied members on the Board.
- (ii) The first Board of Directors shall consist of the Chief Executives or the equivalent thereof of the Active members who are the subscribers to these Articles of Association.

8(C) Qualification for Appointment

A person shall be qualified to become a Director or to be re-appointed as a Director if that person is the Chief Executive or his equivalent of an Active Member at the time of his becoming or being re-appointed as a Director and an active member shall not be entitled to nominate more than one Director.

8(D) Appointment of Executive Committee

An Executive Committee shall be appointed from among the members of the Board, comprising the Chairman, the Secretary, the Treasurer, the elected Allied member representative, the Host Chairman, and the Executive Director, which between Board meetings shall have the full authority of the Board to act on the Board's behalf in all matters coming before the Board.

ARTICLE 9**CASUAL VACANCIES ON THE BOARD**

An Active Member may from time to time appoint any qualified person to fill a casual or other vacancy among the Directors if such casual or other vacancy is caused by the death, disqualification or retirement of a person nominated to the Board by that Active member and any person so appointed shall hold office subject to these Articles until the next Annual General Meeting when he or she shall retire from office.

ARTICLE 10**EXECUTIVE DIRECTOR****10(A) Appointment of Executive Director**

The Board may from time to time appoint a person to be the Executive Director of the Association for such term not exceeding five years or without any limitation as to term as the Board may determine. The Board may at any time and from time to time suspend remove or dismiss the Executive Director from office and may appoint another in his place. If an Executive Director ceases to be the Executive Director he shall ipso facto immediately cease to be the Director.

10(B) Remuneration of Executive director

The Executive Director shall receive such remuneration as the Board may determine and it may be made a term of his appointment that he be paid a pension or allowance on retirement from his office.

10(C) Powers of Executive Director

The Directors may from time to time entrust to and confer upon the Executive Director such as they may think fit of the powers and duties exercisable and to be performed under these Articles by the Directors (other than those which are expressly conferred by these Articles on the Board as such) and may confer such powers and/or duties for such time and upon such terms and conditions and with such restrictions as the Directors may think fit expedient and may from time to time revoke withdraw alter or vary all or any of such powers and duties so entrusted and conferred; PROVIDED that any powers which may from time to time be conferred upon an Executive Director pursuant to this Article shall only be collateral with the powers of the Directors and shall not in any way exclude the powers or authorities of the Directors and the Executive Director shall be subject to the control of the Directors.

ARTICLE 11**DISQUALIFICATION OF DIRECTORS**

The office of a Director shall become vacant:

1. if the Director is removed from office by resolution of the Association in general meeting of which resolution Special Notice has been given in accordance with the Law.
2. if the Director becomes bankrupt or makes an arrangement or composition with or assigns his estate for the benefit of his creditors.
3. if the Director is found lunatic or becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law of any Member country relating to mental health.
4. if the Director resigns his office by notice in writing to the Association.
5. in the case of a Director other than an Alternate Director - if he (and any Alternate Director appointed in his stead) absents himself from three consecutive meetings of the Board without leave of absence from the Board.
6. if the Director is removed pursuant to any provision of these Articles
7. if by virtue of the Law the Director ceases to be or becomes prohibited from being a Director
8. if he ceases to be the Chief Executive or equivalent of the Active Member
9. if the Active Member by whom he is nominated a Director of the Association ceases to be a member of the Association
10. if the Director is no longer employed by a utility

ARTICLE 12**ALTERNATE DIRECTORS****12(A) Appointment of Alternate Director**

Each Active Member may from time to time by writing under his hand left at the Association's Office appoint any person to act as Alternate Director in the place of the director nominated by the Active Member whether for a specified meeting of the Directors or from time to time whenever by absence illness or otherwise the director shall be unable to attend to his duties as a Director or for a specified period or periods or until the happening of a specified event or until removal or suspension as hereinafter provided.

12(B) Status of Alternate Director

Upon the appointment of an Alternate Director taking effect the following provisions shall apply to him:

1. Notice of meetings of the Board convened while he continues in office shall be deemed due notice to both the Alternate Director and the Director to whom he is an alternate if given to either of them.
2. So far as is consistent with the duration and nature of his appointment and subject to contrary provisions of these Articles he shall be entitled to attend and vote at any meeting of the Board in the place of the Director to whom he is appointed an alternate if such director is not present thereat and may whether at such meetings or otherwise exercise all the powers and shall whether at such meetings or otherwise perform observe and discharge all the directional functions of the Director to whom he is appointed an alternate insofar as such Director has not exercised or performed them.
3. He shall while acting as an Alternate Director be responsible to the Association of his own acts and defaults and shall be deemed to be the agent of the director by whom he was appointed.
4. He may be removed or suspended from office by notice to the Association in writing under the hand of the Active Member by whom he was appointed; such written notice may be by telegram, telex or facsimile.
5. He shall ipso facto vacate office if disqualified under the provisions of these Articles or if the Active Member by whom he was appointed ceases to be an Active Member of the Association.

6. He shall not be entitled to act as Chairman of the Board or Deputy Chairman in place of the Director to whom he is an alternate but may be chosen as the chairman of a meeting of the Board, a Division or of a general meeting of the Association pursuant to the provisions of these Articles.

ARTICLE 13

OFFICERS OF THE BOARD

13(A) Chairman of the Board

- (i) The Board shall from time to time appoint a Director to be Chairman of the Board for such term not exceeding three years or without limitation as to term as the Board may determine. Unless he ceased to be a Director or resigns as Chairman of the Board or is removed as hereinafter provided the Chairman of the Board shall hold office until the conclusion of the Annual General Meeting held which appoints a successor whereupon he shall cease to hold such office The Board may at any time remove the Chairman of the Board from office and appoint in his place another Director
- (ii) In so far as it is practicable the Chairman shall be appointed by the Board on a rotation basis so that a representative of each Active Member may act as Chairman.

13(B) Alternate Chairman

The Board may from time to time appoint a Director to be Alternate Chairman and subject to Clause 13(C) such Alternate Chairman shall hold office until he ceases to be a Director or resigns as Alternate Chairman or is removed as hereinafter provided. The Board may at any time remove the Alternate Chairman from office and appoint in his place another Director. The term of the Alternate Chairman shall coincide with the term of the Chairman.

13(C) Succession as Chairman

If the office of Chairman of the Board becomes vacant otherwise than by the Board at the one meeting removing the Chairman of the Board and appointing another in his place the Alternate Chairman shall thereupon become Chairman of the Board.

13(D) Secretary and Treasurer

The Board shall from time to time appoint from among the Active members of the Board the following officers in addition to Chairman and Alternate Chairman provided in Articles 13(A) - 13(C):

- (i) a Director to be Secretary
(iii) a Director to be Treasurer

for such terms not exceeding three years or without limitation as to term as the Board may determine. Unless an officer ceased to be a Director or resigns as the designated officer or is removed as hereinafter provided the officer shall hold office until the conclusion of the Annual General Meeting held which appoints a successor whereupon he shall cease to hold such office. The Board may at any time remove any officer of the Board from office and appoint in his place another Director.

13(E) Alternate Secretary and Alternate Treasurer

The Board may from time to time appoint a Director to be an Alternate Secretary or Alternate Treasurer, and subject to Clause 13(F) such Alternate Secretary or Alternate Treasurer shall hold office until he ceases to be a Director or resigns as Secretary or Treasurer as the case may be or is removed as hereinafter provided. The Board may at any time remove the Alternate Secretary or Alternate Treasurer from office and appoint in his place another Director. The terms of the Alternate Secretary or Alternate Treasurer shall coincide with the respective terms of the Secretary and Treasurer provided in Article 13(D)(i) and 13(D)(ii).

13(F) Succession of Secretary and Treasurer

(i) If the office of Secretary becomes vacant otherwise than by the Board at the one meeting removing the Secretary and appointing another in his place the Alternate Secretary shall thereupon become Secretary.

(ii) If the office of Treasurer becomes vacant otherwise than by the Board at the one meeting removing the Treasurer and appointing another in his place the Alternate Treasurer shall thereupon become Treasurer.

13(G) Host Chairman

At each Annual General Meeting, the Board shall appoint a Director to be the Host Chairman for the succeeding year to the conclusion of the next Annual General Meeting, who shall be the current Chief Executive, including in an Acting capacity, of the Active member whose utility has been nominated and elected as the venue for the next Annual General Meeting. Unless the Host Chairman so appointed ceased to be a Director or resigns as the designated officer or is removed as hereinafter provided the Host Chairman shall hold office until the conclusion of the next Annual General Meeting, whereupon he shall cease to hold such office. The Board may at any time remove a Host Chairman from office and appoint in his place another Director.

ARTICLE 14

PROCEEDINGS OF THE BOARD

14(A) General

Subject to these Articles the Board may meet together for the dispatch of business adjourn and otherwise regulate its meetings as the Board thinks fit.

14(B) Convening of Meetings

The Chairman of the Board may and the Secretary if directed by the Chairman of the Board shall convene a meeting of the Board.

14(C) Notice of Meetings

Such notice of Board meetings as may in the circumstances be reasonable shall be given to each Director either orally or in writing or by telegram, telex or facsimile.

14(D) Quorum

The quorum for a general meeting shall be 60% of total Active members of the Association personally present or represented by proxy. A meeting of the Board at which a quorum is present shall be competent to exercise all or any of the authorities powers and discretions for the time being vested in or exercisable by the Board.

14(E) Board may Act Despite Vacancies

The Board may act notwithstanding any unfilled vacancy or vacancies on the Board but if and so long as the number of Directors is reduced below a quorum the continuing Directors may act only for the purpose of increasing the number of Directors to that number or of summoning a general meeting of the Association or of appointing a Secretary or of performing other functions as individual Directors but for no other purpose.

14(F) Chairman

The chairman of a meeting of the Board shall be determined in like manner as the chairman of the general meeting.

14(G) Decision of Questions

Questions arising at any meeting of the Board shall be decided by a majority of votes. In the case of an equality of votes the chairman of the meeting shall be entitled to a casting vote in addition to his own vote.

14(H) Written Resolution Effective Without Meeting

A resolution of the Board in writing signed by all the Directors (other than Alternate Directors) for the time being or in lieu of any such Directors by an Alternate Director appointed by Active Member shall have the same force and effect as a resolution passed at a meeting of the Board duly called and constituted. Any such resolution may consist of several documents in like form each signed by one or more persons but if so consisting of two or more documents shall have no force and effect until such documents are entered in the minute book recording the proceedings of the Board.

ARTICLE 15

DIVISIONS AND COMMITTEES

15(A) Delegation to Divisions and Committees

The Directors may delegate any of their powers authorities and duties to Divisions or other Committees consisting of such Directors or such other person or persons (whether named or nominated or to be nominated by a named person or Body or otherwise identified or to be identified) as they think fit to act either in any of the Member Countries or elsewhere and may from time to time revoke withdraw alter or vary such delegation.

15(B) Sub-Delegation by Divisions

A Division may delegate any of its powers authorities and duties to Committees consisting of such of its members or other person or persons as it thinks fit to act either in any of the Member Countries or elsewhere and may from time to time revoke withdraw or vary such delegation.

ARTICLE 16

COMMITTEES GENERALLY

16(A) Ex-Officio Members of All Committees

The Chairman of the Board and the Executive Director shall ex-officio be members of all committees in addition to the number of members otherwise required to be appointed thereto.

16(B) Alteration of Committee Personnel

The Directors may from time to time revoke the appointment of any member of a Committee (other than an ex-officio member) and may appoint any other qualified person to a Committee.

16(C) Directors may fill casual vacancies

Without prejudice to the generality of any other provision of these Articles the Directors may from time to time appoint a person to fill any casual vacancy occurring in a Committee.

16(D) Effect of Vacant Office on Committee

In the case of any Committee one or more members of which are constituted members by virtue of an office which they hold in the Association or with another Body the vacancy of such office shall not prevent the Committee from conducting business and the vacant office shall not be counted for the purpose of determining the number of members which constitutes a quorum.

16(E) Directors May Prescribe Regulations for Committees

A Committee shall have such powers and duties and shall conform with such regulations as the Directors may prescribe either specifically or by Regulations.

16(F) Chairman

The Chairman of a committee shall be such person as is appointed by the chairman of the Division or in the absence of such appointment such person as is from time to time determined by the Committee.

16(G) Quorum

A quorum for a committee shall be one quarter of the number of members or if the number of members is not divisible by four shall be the nearest whole number greater than one quarter of the number of such members.

16(H) Decision of Questions

Questions arising at any meeting of a Committee shall be decided by a majority of votes and in the case of an equality of votes the chairman of the meeting shall be entitled to a casting vote, in addition to his own vote.

**ARTICLE 17
VALIDITY OF ACTS**

All acts done by any meeting of the Board or by any person acting as a Director or Section Director shall notwithstanding that it is afterwards discovered that there was some defect in the appointment of any Directors or Section Directors or that they or any of them were disqualified be as valid as if every person had been duly appointed and was duly qualified.

**ARTICLE 18
REGULATIONS**

The Directors may from time to time make amend and repeal such Regulations and By Laws as they may deem necessary or expedient for the conduct and management of the Association and the furtherance of its objects provided that such Regulations and By Laws are not inconsistent with the Law or the Memorandum of Association or those Articles.

**ARTICLE 19
FALSE STATEMENTS**

No member shall make any false or misleading or inaccurate statement in or in connection with any application or nomination or proposal required by these Articles (whether for membership or otherwise).

**ARTICLE 20
SEAL**

20(A) Custody of Seal

The Directors shall provide for the safe custody of the Seal.

20(B) Authority for the Attestation of Seal

The Seal shall only be used by authority of the Directors and every instrument to which the seal is affixed shall be signed in writing by a Director and shall be

countersigned in writing by another Director or by the Secretary or by some other person authorised by the Directors for the purpose.

20(C) Official Seal for Use Abroad

The Directors may in accordance with the Law authorise the Association to have for use in any place outside Fiji an official seal and shall provide for the safe custody thereof and may be writing under the Seal empower any person either generally or in respect of any specified matters as the agents or attorney of the Association to execute deeds on its behalf in such place.

**ARTICLE 21
CHEQUES, BILLS**

All cheques, bill of exchange and promissory notes shall be signed, drawn, accepted, made or endorsed as the case may be for and on behalf of the Association in such manner as the Directors may from time to time determine.

**ARTICLE 22
SECRETARY**

The Directors shall in accordance with the Law from time to time appoint a Secretary of the Association for such term and upon such conditions as the Directors think fit and any Secretary may from time to time and at any time be removed by the Directors. The Secretary shall be under the absolute control and superintendence of the Directors and his remuneration shall be such as the Directors from time to time determine. The Directors may authorise any officers generally or specifically to perform duties of the Secretary and such substitute assistant or deputy secretaries or such officers shall for the purposes of the Law and these Articles be deemed to the Secretary.

**ARTICLE 23
MINUTES OF MEETINGS**

23(A) Minutes

- (i) The Secretary shall cause Minutes to be duly entered in books provided for the purpose –
1. of the names of the Directors present at each meetings of the Board and of the names of the Directors or other persons present at each meeting of any Division or Committee.
 2. of all resolutions and proceedings of all meetings of the Association and of meetings of the Board and of any Division or Committee Meetings.
- (iii) In relation to any Division or Committee which has appointed its own secretary references above to the Secretary shall be read as referring to the Secretary of the Division or Committee.

23(B) Chairman to Sign Minutes

Unless the minutes of a meeting of the Board or of a Committee or of the Association are signed by the Chairman of the meeting at which the proceedings took place they shall be signed by the Chairman of the next succeeding such meeting and any such minutes of any meeting of the Board or of any committee or the Association if purporting to be signed by the chairman of such meeting or by the Chairman or the next succeeding such meeting shall except as otherwise provided in these Articles be receivable as prima facie evidence of the matters stated in such minutes.

ARTICLE 24

24(A) Books to be kept

The Directors shall cause to be kept proper accounting and other records in accordance with the Law. Such records shall be kept at the Association Office or at such place or places as the Directors think fit.

24(B) Retention of Books

The Association shall retain such records for seven years at least after the completion of the transactions or operations to which they respectively relate.

24(C) Inspection of Books

Such records shall at all times be open to inspection by the Directors. No member who is not a Director shall have any right of inspecting any account or book or document or record of the Association unless and except as conferred by statute or authorised by the directors or by a resolution of the Association in general meeting.

24(D) Audit

Auditors shall be appointed and remunerated as required by the Law.

ARTICLE 25 FINANCIAL YEAR

The financial year shall be the calendar year.

ARTICLE 26
TRAVELLING EXPENSES

The expenses of the Association may include any travelling or hotel expenses of the representatives of Active Members, Members of the Board, Divisions or Committees, the Executive Director, Secretary and Staff employed by the Association.

ARTICLE 27
NOTICES

27(A) Modes of Giving Notice to Members

A notice may be given by the Association to or served upon any member either personally or by post or fax as hereinafter provided.

27(B) Notices by Post

A notice to be given to or served upon any member by post may be sent prepaid through the post addressed or with its envelope or wrapper addressed to such member at his Registered Address and any notice so sent shall be deemed to have been duly given and served in the case of a notice of meeting at the expiration of fourteen days after such posting and in the case of any other notice at the time at which the same would have been delivered in the ordinary course of post. A certificate in writing signed by the Secretary or other officer of the Association that such notice was addressed and posted as aforesaid shall be conclusive evidence thereof.

27(C) Notices by Fax

A notice to be given to or served upon any member by fax may be sent addressed to such member at his Registered Address and fax number at that address and any notice so sent shall be deemed to have been duly given and served in the case of a notice of meeting upon the date that the fax is sent. A certificate in writing signed by the Secretary or other officer of the Association that such notice was addressed and faxed as aforesaid shall be conclusive evidence thereof.

27(D) Registered Address

For the purposes of these Articles the Registered Address of a member means his address in the Register.

27(E) Signature of Notice

The signature to any notice to be given by the Association may be handwritten typed or otherwise in writing.

27(F) How time counted

Where by these Articles a specified number or not less than a specified number of clear days' notice is required to be given neither the day upon which the notice is given or deemed to be given nor the day of the meeting thereby called or other day upon which such notice will expire shall be included in the number of such clear days except as by the Law or these Articles otherwise provided.

**ARTICLE 28
INDEMNITY****28(A) Indemnity**

(i) Subject to this Article, every Director and every officer or servant of the Association is indemnified by the Association against all costs, losses and expenses, which he incurs or becomes liable to by reason of any contract entered into or act or thing done by him in good faith as such Director, officer or servant or in any way in the discharge of his duties.

(ii) Nothing in the preceding paragraph shall extend to exempt any such person from, or to indemnify him against any liability which by law through gross misconduct or fraud would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Association.

(iii) Notwithstanding anything in this Article every such person shall be indemnified out of the assets of the Association against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted, or in connection with any application under the Law in which relief is granted to him by the Court.

ATTACHMENT 7

Proposed Steering Committee Meeting Budget Calendar Year "1998"

Item	Description	Income USD (Estimated)	Short Term Expenditure	Long Term Expenditure
1	Membership	BF= \$24,500		
	a) Active Members 13 X \$2,500	\$32,500		
	b) Allied Members 8 X \$2,500	\$20,000		
2	Executive Director salary		23,000	
3	Secretary Clerk		0	
4	Office rental/share with PPA		5,000	
5	Lease of office vehicle		0	
6	Purchase of equipment		3,000	
7	Purchase of furnishings		0	
8	Operation & Maintenance			
	a) Vehicle		1,500	
	b) Printing		2,000	
	c) Advertising		500	
	d) Communications		10,000	
	e) Insurance		1,000	
	f) Electricity & Water		0	
	g) Periodicals		1,000	
	h) Travel		7,000	
9	Legal Establishment		1,500	
10	AGM		5,000	
		77,000	60,500	

ATTACHMENT 8

Newsletter that we suggest including in addition to the above are:

1. AGM (Date and Agenda).
2. Date of Registration of PWA and explanation of what occurred, (history) from Honiara Meeting in 1994.
3. Mission Statement.
4. List Paid Members.
5. Country Articles for AGM (5 minute, round-table discussion, 3-5 page paper on Leak Detection) expand on LD.
6. Theme of the AGM.
7. Terms of Reference for your Executive Director.
8. What can the PWA do for you as a member? What direction should the PWA take to be responsible to your short-term, and long-term needs?
9. Location of Next AGM and Trade Show – Does your utility want to be the host and sponsor?
10. Drought in PNG, and how are you affected. What effect is El Nino on Pacific Islands. (Ed, is there someone within SOPAC that can put this together?)
11. Input back on newsletter subjects by Fax or E-mail. This organisation will only be as good as the members who are involved.
12. Expand database of contact people in each country for membership in the PWA.
13. Logo competition on the theme for this AGM to be on 81/2-11 or A4 (color) to be submitted and sponsored by the active member. Prizes to be awarded. **“Water-An Endangered Resource”**.

ATTACHMENT 9*Target Dates for Action Items identified by Steering Committee:*

Actions	Dates	Responsibilities
Prepare Newsletter	ASAP	SOPAC , John, Mike
Send Newsletter	NLT middle of January	SOPAC
Send a Fax to member, regarding the AGM-Notification	NLT end of January	SOPAC
Set-up meeting venue, and identify speakers,	End of January	SOPAC
Confirm Attendees for AGM	NLT end of February	SOPAC
Talk to Chris	Middle of December	John
Identify Consultant tasks	End of December	John
Finalize MOA, and Articles of Incorporation. Ask if the full board needs to review and approve the MOA, & Articles	After meeting with Lawyer	Steering Committee with input from Patrick - John
Contact Attorney	11:00 am Monday	John, SOPAC .
Totally Registered in Fiji	ASAP	SOPAC , John, Patrick