

Fig. P.4.2 PROPOSED WORK SCHEDULE FOR TEN-YEAR ACTION PROGRAM - PROJECTS UNDER FEASIBILITY STUDY STAGE -

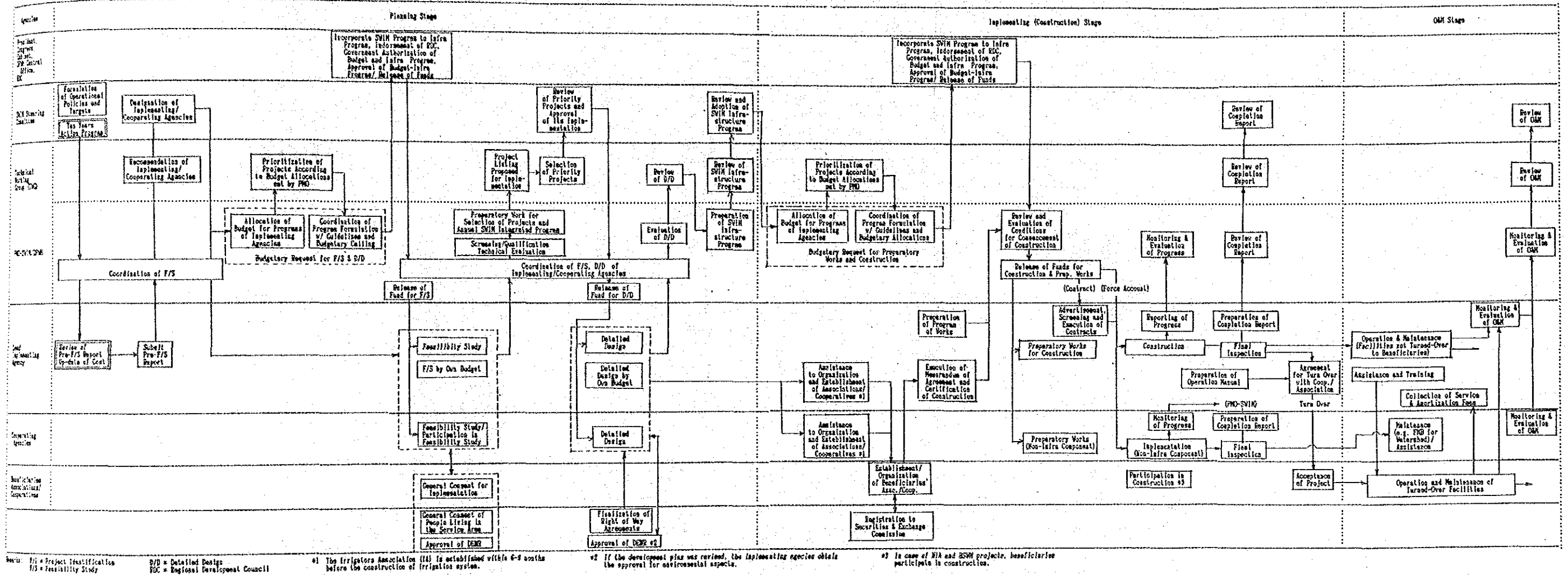


Fig. F.4.3 PROPOSED WORK SCHEDULE FOR TEN-YEAR ACTION PROGRAM
- PROJECTS UNDER PRE-FEASIBILITY STAGE -

Project	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year	8th Year	9th Year	10th Year
Projects (D/D Stage)	Fund Implementation O & M	V (1st) P/M	V (2nd) V (2nd) S	V (3rd) V (3rd) C T	V (4th) V (4th) O N					
	Fund Implementation O & M	V (2nd) V (1st) P/M	V (3rd) V (2nd) S	V (4th) V (3rd) C T	V (5th) V (4th) O N					
	Fund Implementation O & M	V (1st)	V (2nd) V (1st) P/M	V (3rd) V (2nd) S T E U	V (4th) V (3rd) T I O N					
	Fund Implementation O & M	V (1st)	V (2nd) V (1st) P/M	CONST.	V (2nd)					
	Fund Implementation O & M	V (1st)				V (1st) P/M				
Projects (P/S Stage)	Fund Implementation O & M	V (1st) D/D	V (2nd) V (1st) P/M	V (3rd) V (2nd) S U C	V (4th) V (3rd) O N					
	Fund Implementation O & M	V (2nd) V (1st) P/M	V (3rd) V (2nd) S U C	V (4th) V (3rd) O N	V (5th) V (4th) U C T I O N					
	Fund Implementation O & M	V (1st)	V (2nd) V (1st) P/M	V (3rd) V (2nd) S U C	V (4th) V (3rd) O N					
	Fund Implementation O & M	V (1st)	V (2nd) V (1st) P/M	V (3rd) V (2nd) S U C	V (4th) V (3rd) O N					
	Fund Implementation O & M	V (1st)	V (2nd) V (1st) P/M	V (3rd) V (2nd) S U C	V (4th) V (3rd) O N					
Projects (Pre-P/S Stage)	Fund Implementation O & M	V (1st) P/S	V (2nd) V (1st) P/M	V (3rd) V (2nd) S U C	V (4th) V (3rd) O N					
	Fund Implementation O & M	V (1st) P/S	V (2nd) V (1st) P/M	V (3rd) V (2nd) S U C	V (4th) V (3rd) O N					
	Fund Implementation O & M	V (1st) P/S	V (2nd) V (1st) P/M	V (3rd) V (2nd) S U C	V (4th) V (3rd) O N					
	Fund Implementation O & M	V (1st) P/S	V (2nd) V (1st) P/M	V (3rd) V (2nd) S U C	V (4th) V (3rd) O N					
	Fund Implementation O & M	V (1st) P/S	V (2nd) V (1st) P/M	V (3rd) V (2nd) S U C	V (4th) V (3rd) O N					

Legend: V - Budget Request
 P/M - Feasibility Study
 S/U - Detailed Design
 O & M - Operations & Maintenance
 CONST. - Construction
 P/A - Preparatory Works

Fig. F.4.4 TIMEFRAME FOR WORK SCHEDULE OF SWIM PROJECTS INCLUDED IN THE TEN-YEAR ACTION PROGRAM

CALENDAR YEAR _____ MONTHLY ACCOMPLISHMENT REPORT
 PROJECT TITLE _____

As of _____, 19 _____

ITEM	WORK DESCRIPTION	UNIT	PROGRAM OF WORK DATA			QTY. THIS MONTH	ACCOMP. TO-DATE	VALUE OF WORK ACCOMPLISHED	ACTUAL EXP. INCURRED IN PESOS	% ACC. PER ITEM	WTD. % ACCOMP.
			QUANTITY	UNIT COST	AMOUNT IN PESOS						

Prepared/Reviewed By: _____

CY 19		IMPLEMENTATION SCHEDULE AND STATUS												PROJECT TITLE		PER. CERT.					
No.	MAJOR COMPONENTS (Physical/Direct)	Class	Estimated Cost	% WT.	Partic. Dollars (Year)	As of Dec.	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.	(19)	(20)	
							(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)				
(1)	WORK ITEMS	(3)	(4)	(5)	(6)	(7)															
					Projected																100 %
					Actual																
					Projected																80 %
					Actual																
					Projected																60 %
					Actual																
					Projected																40 %
					Actual																
					Projected																20 %
					Actual																
					Projected																0 %
					Actual																
	TOTAL DIRECT COST																				
	OVERALL PHYSICAL STATUS				Cumulative Projected Accomp.																
					Cumulative Actual Accomp.																

Submitted by: _____
Project Engineer

Fig. F.5.2 PROPOSED FORM - CALENDAR YEAR IMPLEMENTATION SCHEDULE AND STATUS

CALENDAR YEAR 19 _____ FUNDING STATUS
 PROJECT TITLE _____
 As of _____, 19 _____

I. PROJECT FINANCIAL PROGRAM FOR CURRENT YEAR

REQUIREMENT PER PROGRAM OF WORK	PARTICULARS	MATERIALS	LABOR	EQUIPMENT	ROW	RENTALS	CONTRACT	OVERHEAD	TOTAL PROGRAM
TOTAL FUND RECEIVED									
FINANCIAL PROGRAM BA									

II. AMOUNT RELEASED FOR THE PROJECT

PARTICULARS	FUND CODE	TOTAL AMOUNT	TOTAL OBLIGATION	FREE BALANCE
TOTAL FUND RECEIVED				
FINANCIAL PROGRAM BA				

III. OBLIGATION AGAINST AFORESAID FUNDS

MAJOR PROJECT COMPONENTS	PARTICULARS	MATERIALS	LABOR	EQUIPMENT	ROW	RENTALS	CONTRACT	OVERHEAD	TOTAL OBLIGATION	POW ITEM BALANCE
	THIS MONTH									
	TO DATE									
	THIS MONTH									
	TO DATE									
	THIS MONTH									
	TO DATE									
	THIS MONTH									
	TO DATE									
	THIS MONTH									
	TO DATE									
TOTAL OBLIGATIONS	THIS MONTH									
	TO DATE									
FUND BALANCE	THIS MONTH									
	TO DATE									

SUBMITTED BY: _____

MONTHLY CONTRACT ACCOMPLISHMENT
 Report No. _____
 Contract No. _____
 Project Title _____
 From _____ To _____

ITEM NO.	DESCRIPTION OF WORK	ORIGINAL			REVISED			% WT.	ACTUAL ACCOMPLISHMENT						OVER-ALL		
		QTY.	UNIT COST	AMOUNT	QTY.	UNIT COST	AMOUNT		PREVIOUS	THIS PERIOD	TO DATE	PER ITEM					
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	QTY.	AMT.	QTY.	AMT.	QTY.	AMT.	(16)	(17)	

Prepared By: _____ Reviewed By: _____

Fig. F.5.5 PROPOSED FORM - OVERALL IMPLEMENTATION SCHEDULE AND STATUS

OVERALL IMPLEMENTATION SCHEDULE AND STATUS		PROJECT TITLE												PER CENT										
NO.	MAJOR COMPONENTS	CLASS	ESTIMATED COST	% MT.	Parti- culars	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)		
(1)		(3)	(4)	(5)	(6)	Projected																	80 %	
						Actual																		
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REFERENCES

Republic of the Philippines
MINISTRY OF PUBLIC WORKS
MPW BUILDING, BONIFACIO DRIVE, PORT AREA, MANILA
OFFICE OF THE MINISTER

**POLICIES AND IMPLEMENTING GUIDELINES FOR THE DEVELOPMENT OF
SMALL-SCALE WATER IMPOUNDING PROJECTS**

Pursuant to the Letter of Instructions No. 898 by the President, a Small Water Impounding Management (SWIM) Committee was established to ensure the effective and coordinated implementation of small scale for multiple use particularly, flood control, irrigation, water supply, power generation, and erosion control, the following policies and guidelines are hereby promulgated:

1. Statement of Policy

SWIM Committee projects in general, are those small scale water impounding dams which have structural heights of not more than thirty (30) meter and/or volume of storage not exceeding 50 million cubic meters (MCM).

2. Institutional Framework

The SWIM Committee as created, is an autonomous body. The Technical Working Group (TWG) is the technical and executive arm of the SWIM Committee.

3. Functional Delineation

The SWIM Committee, upon recommendation of the TWG shall designate the lead agency and cooperating agencies which shall be responsible for the implementation of the project(s). The choice of the lead agency, as much as possible shall be based on the major functions, and the area coverage of the project. Thus, for projects primarily conceived for irrigation, FSDC or NIA shall be responsible. Similarly, for power generation, it shall be the NEA or the NPC.

4. Responsibility of the SWIM-TWG

- a. The TWG shall identify, select and approve projects submitted by the cooperating agencies for inclusion in the SWIM Program.
- b. It shall review, approve and recommend project studies, surveys and designs undertaken by the cooperating agencies.
- c. Subject to the approval of the SWIM Committee, the TWG may hire personnel and grant reimbursement and actual transportation and representation and representation expenses to the officials concerned, pursuant to existing laws, rules and regulations, and may also engage consultancy services, through selection initiated by the lead implementing agency.

5. Responsibility of the Lead Agency

- a. The Lead Agency shall be responsible in the conduct of feasibility studies, detailed engineering and other studies in accordance with the policies and guidelines of the SWIM Committee.
- b. It shall make available, when needed by the SWIM-TWG, all reports, reference materials, and other pertinent data to the project.
- c. It shall be responsible for the construction of the project. Operation and maintenance of the project shall be undertaken by the agency(ies) to be designated by the SWIM Committee.

6. Responsibility of Cooperating Agency

The cooperating agencies shall provide necessary support/assistance for the successful implementation of the project.

7. Project Selection

The major considerations for project selection shall be based on the following:

- a. Priority shall be given to economically depressed and deprived regions, i.e., BLISS areas.
- b. The project shall be multi-purpose whenever possible.
- c. The area is flood-prone and with recurrent floodings.
- d. The project shall provide measures for environmental protection and enhancement.

8. Cost Sharing

Consistent with the national policy that identifiable beneficiaries of water resources development projects shall bear an equitable share of repayment costs commensurate with the beneficial use derived from the project, the following cost allocation/cost sharing arrangement shall be adopted:

- a. The construction and development costs of the dam and appurtenant structures shall be financed out of the SWIM project funds.
- b. The specific costs or the costs of works that clearly serve a single purpose, i.e., for power, water supply and irrigation, shall be funded by the respective agencies, to be determined by the SWIM Committee.

9. Program Preparation, Monitoring and coordination

- a. Project proposals from various agencies for inclusion in the SWIM Program in the following year shall be submitted to the TWG within the first quarter of the current year. Proposals shall be supported, among others, with project profiles, feasibility studies including costings, for consideration in the Budgeting process.
- b. The TWG shall provide the overall coordination and monitoring of SWIM projects from program preparation to project implementation.

10. Funding

Funds for the operation of the SWIM Committee and the TWG shall come from and not to exceed one half (1/2) percent of the capital outlay of the SWIM projects.

ARTICLES OF INCORPORATION

Republic of the Philippines
Securities and Exchange Commission
EDSA, Greenhills, Mandaluyong
Metro-Manila

S.E.C. Reg. No. _____

TO ALL TO WHOM THESE PRESENTS MAY COME, GREETING:

WHEREAS, Articles of Incorporation and By-law duly signed and acknowledged for the organization of the

and in accordance with the provision of the Corporation Code of the Philippines, Batas Pambansa Blg. 68, approved on May 1, 1980, were presented for filing in this Commission on _____, and a copy of said Articles and By-laws are hereto attached;

THEREFORE, by virtue of the powers and duties vested in me by law, I hereby certify that the said Articles of Incorporation and By-laws were, duly registered in this Commission on the ____ day of _____, Anno Domini, in the year of nineteen hundred and _____.

IN TESTIMONY WHEREOF, I have hereunto my hand and caused the seal of this Commission to be affixed at Mandaluyong, Metro-Manila, Philippines, this _____ day of _____, in the year of our Lord nineteen hundred and _____.

(Chairman)

1989

The Chairman
Securities and Exchange Commission
EDSA, Mandaluyong,
Metro Manila

S i r :

In connection with the registration of the Articles of Incorporation of the ASSN. INC. I, the undersigned representative and on behalf of the organizers thereof, hereby manifest our willingness to charge its corporate name in the event another person, firm or entity has acquired a prior right to the use of the said name and deceptively or confusingly similar to it.

Very truly yours,

(Name)

(Address)

ARTICLES OF THE ASSOCIATION
OF THE

That we, all of whom are legal age, Filipino citizens, and residents of Barangay _____, _____, engaged in productive activities, have on this _____, 1989, voluntarily associated ourselves for the purpose of forming and incorporating a non-stock, non-profit corporation under the laws of the Philippines.

ARTICLE I

That the name of corporation shall be _____

Assn. Inc.

ARTICLE II

The primary purpose for which said Association is formed is to assist its members in improving their productivity, income and quality of life by:

1. Construction or acquiring, controlling, operating and managing an irrigation system and fixing, charging and collecting from its members service fees and maintenance charges under such method or methods as may be provided in the By-Laws of the Association in order to efficiently maintain the irrigation service;
2. Providing members opportunity to learn and apply improved methods of agricultural production and serve as a medium through which technical as well as material assistance from both government and private sources may equitably and effectively be channeled to the members;
3. Establishing a system of economical procurement and distribution of production inputs and marketing of members produce; and

4. Encouraging participation of members in community organization and self-government, thereby promoting harmonious relationship among them and enhancing community life and economic well-being.

The secondary purpose of the Association, which are in furtherance of the primary purpose, are as follows:

1. To acquire, use and dispose in any manner permitted by law, any real and personal property, or any interest therein;
2. To raise funds for any of the purpose of the Association; and
3. To enter into contracts for any lawful purposes in the pursuit of its objectives.

Any profit that may be derived from the activities and undertaking of the association shall not accrue to any member or officer but shall be exclusively for the maintenance of the Association. This inhibition however does not preclude payment of reasonable compensation to officers, employees and consultants for services rendered to the Association as may be allowed by the By-Laws.

ARTICLE III

The principal office of the Association shall be established in _____

ARTICLE IV

The term of which the association shall exist is fifty (50) years from and after the date of incorporation.

ARTICLE V

The names and addresses of the incorporators of the said Association, who are citizens of the Philippines, are as follows:

NAMES	RESIDENCE
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	
13.	
14.	
15.	
16.	

ARTICLE VI

The number of Directors of said Association shall be _____ () and the names and residences of Directors who are to serve until their successors are elected and qualified as provided by the By-Laws are as follows:

NAMES	RESIDENCE
1.	
2.	
3.	
4.	
5.	

ARTICLE VII

The association, non-stock shall be maintained by membership fees, annual dues, assessment or charges paid by members and voluntary contributions, donations and loans from any person or institution as any be granted and received by the Association.

ARTICLE VIII

Mr. _____ has been elected by the incorporators as Treasurer of the Association, to act as such until his successors has been duly elected and qualified in accordance with the By-Laws and that such as Treasurer he has been authorized to receive all fees, contributions or money given to, received by and appertaining to the Association.

IN WITNESS THEREOF, we have hereunto affixed our signatures in _____ day of _____ 1989.

BOARD OF DIRECTORS

Names	Signatures
1.	_____
2.	_____
3.	_____
4.	_____
5.	_____

SIGNED IN THE PRESENCE OF:

Egy. Capt.
(_____)

Municipal Mayor

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF _____) S.S.
MUNICIPALITY OF _____)

In the Municipality of _____, this ____th day of _____
1989, before me, Notary Public in and for the Province of _____
personally appeared:

NAMES	RESIDENCE CERTIFICATE NUMBER	DATE AND PLACE OF ISSUE
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____
11. _____	_____	_____
12. _____	_____	_____
13. _____	_____	_____
14. _____	_____	_____
15. _____	_____	_____
16. _____	_____	_____

known to me and to me known to be the same persons who executed the
foregoing Articles of Incorporation of _____ and who
acknowledged to me that the same is their free and voluntary act and deed.

WITNESS MY HAND AND SEAL on the date at the place first above written.

Administering Officer
NOTARY PUBLIC
Municipal Mayor

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

BY LAWS OF THE

ASS'N., INC.

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, of legal age, Filipino citizens, and residents of Barangay Camagsingalan/Limansangan, SUAL, PANGASINAN together constituting the majority of the entire membership ASS'N., INC. do hereby adopt the following Code of By-Laws.

ARTICLE I

NAME, DOMICILE, AND PURPOSE

The name, domicile and the purpose of the Association are those set forth in its Article of Incorporation.

ARTICLE II

MEMBERSHIP

Section 1. Qualification for Membership - Membership shall be open to any person of legal age who is the owner, lessee or lawful possessor of agricultural land located within the area of operation of the Association; provided that only one person shall be qualified to become member of the Association in respect to any single unit of land owned, possessed and/or tilled by two or more persons; provided further, that where two (2) or more persons are qualified to become members in respect of any such single unit of land, the person actually tilling the land shall have priority of membership to the exclusion of the others. The term "area of operation" of the association shall include all lands within the reach of the irrigation system operated and managed by the Association.

Section 2. Application for Membership - The application for membership shall be made in writing on a form provided for the purpose of Application for membership shall be submitted to the Secretary who shall present the same to the Board of Directors for appropriate action. Subject to the provisions of Section 1 of this Article, a majority of the Board of Directors shall admit the applicant to membership and such fact shall be communicated by the Secretary to the applicant within five (5) days after the Board's action.

Section 3. Member in Good Standing - A member in good standing is one who complies with all the duties of a member set forth in Article III, Section 2 of this By-Laws.

ARTICLE III

RIGHTS AND DUTIES OF MEMBERS

Section 1. Rights of Members - A member shall have the following rights:

1. To exercise the right to vote on all matters relating to the affairs of the Association brought before any meeting of the members;
2. To be eligible to any elective office of the Association;
3. To participate in all deliberations of the membership meetings and express his opinion on any matter under discussions;
4. To be eligible and qualified to receive any assistance or benefit that the Association may provide to its members, without any discrimination or restriction whatsoever, upon compliance with conditions/requirements therefore and;
5. To examine the records of the Association during working days and office hours.

Section 2. Duties of Members - A member shall have the following duties:

1. To obey and comply with the By-Laws and such rules and regulations as may be promulgated by the Board of Directors and/or by competent authority;
2. To attend all meeting and seminars that may be called by the Board of Directors and/or any government agency engaged in food production;
3. To pay his irrigation fees and other dues;
4. To contribute personal services to the Association in the maintenance of the irrigation system and other projects of the Association;
5. To participate in and support any system of procurement and supplying of production inputs and marketing of products that may be instituted by the Association;
6. To grant rights of way for the necessary irrigation canals and ditches, and to otherwise permit/allow the construction and installation of irrigation structures within his farm;
7. To adopt and apply modern techniques in agriculture as any be taught or suggested by duly accredited farm management technicians.

ARTICLE IV

TERMINATION/SUSPENSION OF MEMBERSHIP

Membership in the Association may be suspended or terminated on the following grounds:

1. Loss of ownership or right to possession of the land in respect of which he has applied for membership in the Association.
2. Willful failure to pay the required irrigation and other dues for two consecutive times.
3. Destruction or obstruction of irrigation canals and other structures preventing free conveyance of water and;
4. Failure to comply with his duties as a member and violation of the provisions of the By-Laws and rules and regulations promulgated by the Board of Directors.

A member who has resigned or has been suspended or terminated shall not prevent/obstruct or in any manner intervene in the distribution of irrigation water. Any right of way previously granted by such member shall continue to be used by the Association.

ARTICLE V

MEMBERSHIP FEES, DUES, AND PENALTIES

Section 1. Membership Fee - Every member of the Association shall pay a membership fee of fifteen pesos (P15.00) or its equivalent in acceptable commodity upon his admission to the Association.

Section 2. Irrigation Fees - Every member of the Association shall pay 3 cans (30 kilos) of palay/cropping per hectare per year, irrigated and planted other than rice, or its equivalent amount in cash for crops planted other than rice, based on the extent of the irrigation services provided by the Association to such member, as may be determined by the Board of Directors. Payments must be made at the end of each cropping season.

Section 3. Semestral Dues - A semestral dues of five pesos (P5.00) shall be paid by every member on or before the end of June and December of

each year. The semestral dues may be paid in equivalent acceptable commodity for delay in payment thereof as herein provided a surcharge of one per centum per month shall be imposed.

Section 4. Contribution - The Association may raise funds for its activities through contributions or donations from members and non-members either in the form of cash, labor or in kind and through benefit programs considered appropriate and legal for the purpose.

Section 5. General Fund - All funds and penalties paid by members as well as donations, contributions and money derived from other sources shall form part of the general fund of the association.

Section 6. Penalties - Any member who is absent or do not attend the following activities of the association will be penalized and pay the association,

	Members	- Officials
A-1. Meetings	P <u>10.00</u>	P <u>10.00</u>
2. Work/Activities	<u>20.00</u>	<u>20.00</u>
3. Seminars	<u>20.00</u>	<u>20.00</u>

The only valid/legal reason to be exempted from the above penalties is when a member of the family is dead. "The term member/members of the family includes his/her wife/husband, children, brothers and sisters and/or parent and grandparents only."

B-1. Illegal Fishing - (It is illegal when any member sneak to catch fish in the pond area, in any means or methods of fishing and/or if it is not approved by at least 5 members of the Board.

	Members	Officials
1st Offense -	P <u>200.00</u>	P <u>200.00</u>
2nd Offense -	<u>300.00</u>	<u>300.00</u>
3rd Offense -	<u>500.00</u> plus	<u>500.00</u> plus

7 month imprisonment.

C. Any member who delays his irrigation fees will pay the association 1 can of palay as penalty in addition to his irrigation fee of 3 cans/cropping per hectare.

D. Diverting the flow of irrigation water for his own benefit, the penalty is ₱100.00.

E. Destruction or Obstruction of the flow of water from the irrigation canals, the penalty is ₱100.00.

F. Not scheduled used of the irrigation the penalty is:

	Members	Officials
1st Offense -	<u>₱50.00</u>	<u>₱50.00</u>
2nd Offense -	<u>100.00</u>	<u>100.00</u>
3rd Offense -	<u>200.00</u> plus	<u>200.00</u> plus

suspension for one cropping.

ARTICLE VI

ASSEMBLY MEETING

Section 1. Fiscal Year - The fiscal year of the association shall commence of the first day of January and end on the last day of December.

Section 2. Annual Meetings - The members shall meet at least once a year every 20th day of March at the principal office.

Section 3. Monthly Meetings - The association shall hold a meeting every 2nd Sunday of each month.

Section 4. Special Meetings - Special Meetings of members may be called at any time by the Board of Directors or upon written request of at least ten percent of the members.

Section 5. Notice of Meetings - Written notice of every regular or special meetings of members shall be delivered personally to all members at least five(5) days before the meeting. A copy of such notice shall, in addition, be posted for such period at a conspicuous place within the premises of the office of the Association. Such notice shall state the purpose or purposes, the date, time and place of the meeting.

Section 6. Quorum and Voting - A majority of the entire membership of the association shall constitute a quorum for the transaction of business, unless otherwise provided by law. In the absence of the quorum those present at the time and place set for the meeting of the members may adjourn from time to time until a quorum shall be present.

At every meeting of the members of the association, every member shall be entitled to one vote. Every member at any meeting of the members may vote by proxy in instances permitted by law. Appointment of proxies may be made only in writing and shall be given credence at any meeting only if filed with the Secretary at least 24 hours prior to the meeting.

Section 7. Order of Business - The order of business at each meeting of the members shall, as far as practicable be as follows:

- a. Roll call and proof of quorum.
- b. Proof of due notice.
- c. Reading of an action on the minutes of the last meeting.
- d. Report of the officers and committees.
- e. Recommendations and Proposals.
- f. Approval of the budget for the ensuing year.
- g. Other Business.
- h. Elections of Directors.
- i. Adjournment.

ARTICLE VII

BOARD OF DIRECTORS AND COMMITTEES

Section 1. Numbers of Directors and Qualifications - The affairs and business of the Association shall be administered by a Board of Directors of seven (7) members. No person shall be eligible for the office of Directors unless he has the following qualifications:

1. He must be a member in good standing of the association;
2. He must know how to read and write;
3. He must engaged in actual farming operations;
4. He must not be holding any selective position in the government higher than a barrio councilman, or actively engaged in partisan politics; and
5. He must not own or possess more than seven (7) hectares of farmland within the area of operation of the association.

Section 2. Election and Term of Office - Directors shall be elected by secret ballot at the annual meeting of the members of the Association in good standing as defined by Section 3 of Article II of this By-Laws. The Directors so elected shall hold office for a term of one (1) year until the election and qualification of their successors. No Directors shall be elected for more than three(3) successive terms.

Section 3. Election of Officers - The members of the Board of Directors shall hold their organization meeting immediately after election. At such organization meeting, the Directors shall, by secret ballot, elect among themselves the President, the Vice President, Secretary, Treasurer, Business Manager and Sgt. at Arms each of whom to hold office until the election and qualification of their successors unless sooner removed for cause.

Section 4. Vacancies - Whenever a vacancy occurs in the position of a Director through death, resignation or removal, the members of the association shall meet to elect a successor who shall serve only the unexpired portion of the term; provided that where such vacancy occur within two month immediately proceeding the next regular election of Directors, the vacancy shall be filled by such election.

Section 5. Charges - Any members of the Association may bring charges against a Director by filing the same in writing with the Secretary of the Association; together with the petition signed by at least 10% of the membership of the Association. The Board of Directors shall call a special meeting of the members of the Association to consider the removal. The affirmative vote of two-thirds (2/3) of the entire membership of the association shall be necessary to remove the Director in question. The Director against whom charges have been brought, shall be informed in writing of the charges against him at least 10 day before the meeting and shall have an opportunity to be heard in person or his counsel and to present witnesses during the meeting called for the purpose, and the person or persons bringing the charges shall have the same opportunity.

Section 6. Reimbursement of Expenses - The Board of Directors shall serve the Association without compensation, but they may receive such honoraries as the members may authorize in a membership meeting, and be allowed reimbursement of actual and necessary expense incurred by them in activities directly related to Association operations.

Section 7. Committee - There shall be three (3) standing committees in the Association to wit: (1) the Education and Training Committee; (2) the Irrigation Committee; and (3) the Audit and Inventory Committee. Each of these committees shall be composed of three (3) members of the Association during the organization meeting of the Board.

Section 8. Regular Meetings - Regular meeting of the Board of Directors shall be held at the principal office of the Association on the first Sunday of each month or on such other date or time at such other place as the Board by resolution may determine. Written notice of the time, place

and agenda of such regular meeting shall be sent to such director at least five(5) days before the meetings.

Section 9. Special Meetings - Special meetings of the Board of Directors shall be held whenever called by the President or by the majority of the Directors of three (3) days written notice to each Director. Such call shall state the time, place and purpose of the meeting.

Section 10. Quorum - A majority of the Board of Directors shall constitute a quorum for the transaction of business and, in the presence of a quorum, a majority vote of the Directors present at any Board Meeting shall be sufficient to decide any question.

Section 11. Powers and Duties of the Board - The Board of Directors shall have general supervision and control over the affairs of the Association. Without prejudice to the general powers herein above mentioned, the Board of Directors shall have the following powers:

- a. To make reasonable rules and regulations not consistent with the law, the Articles of Incorporation and this By-Laws, for the management of the affairs of the Officers, employees and members of the Association;
- b. To fix uniform rates of irrigation fees per hectare per harvest season;
- c. To acquire proper records to be kept for all transactions of the Association;
- d. To appoint/hire employees, if it deems it necessary, who need not be members of the Association, and fix their compensation;
- e. To secure loans from any bank or banking institution or from any government or private lending agency, or otherwise to obtain credit for the Association by any means whatsoever;

- f. To authorize any officer of the Association to enter into negotiation, contract or agreement with any person, firm or entity which it may consider Association;
- g. To decide on the matter of merging and/or integration or federation with other similar organization; and
- h. To decide on the disposition of any surplus in case of a dissolution and/or liquidation of the Association.

ARTICLE VIII

OFFICERS AND DUTIES

Section 1. Officer of the Association - The officers of the Association shall consist of the following: A President, Vice President, A Secretary, Treasurer, Business Manager, Internal Auditor Press Relation Officers, Water Master, Asst. Water Master and Sgt. at Arms whose powers and duties shall be as hereinafter provided and as the Board of Directors may affix in conformity with the provisions of this By-Laws. The Board of Directors may create such other officer as it deems fit.

Section 2. President - The President shall have the following powers and duties:

- a. To exercise general supervision and direction of the affairs of the Association and to see to it that the resolution and instructions of the Board of Director are properly carried out;
- b. To represent the Association in all contracts and activities to which it is a party or participants;
- c. To preside at all meetings of the members and of the Board of Directors;

- d. To prepare, in consultation with the appropriate officers and committee, a yearly program of activities and budget and to submit an annual report of the operations of the Association to the members at the annual meeting, and to the Board of Directors such financial statements, reports and memoranda as the latter may require from time to time;
- e. To sign the certificate of membership; and
- f. To exercise such other powers and perform such other duties as the Board of Directors may from time to time fix or delegate.

Section 3. Vice President - The Vice President shall exercise all the powers and perform all the duties of the President during the absence or incapacity of the latter cause, and shall concurrently serve as Chairman of the Education and Training Committee. He also have such other powers and duties as the Board of Directors or the President may from time to time delegate or assign to him.

Section 4. Secretary - The Secretary shall have the following duties:

- a. To keep full minutes of all meetings of the members and of the Board of Directors;
- b. To serve as a custodian of all records, assets and other finances of the Association;
- c. To keep an up-to-date list of members.
- d. To receive applications for membership for representation to the Board of Directors and to notify the applicant of whatever action is taken by the Board;
- e. To fill and countersign all certificates of membership issued; and

- f. To give, or cause to be given, all notices required by law of By-Laws of the Association, as well as all notices of meetings of the members and the Board of Directors.

Section 5. Treasurer - The Treasurer shall have the following duties:

- a. To receive payment of irrigation fees, membership fees and other contributions and donations to the Association;
- b. Keep records pertaining to financial aspects of the Association;
- c. To make disbursement and pay all financial obligations of the Association duly approved by the President;
- d. Prepare and submit quarterly financial statement of the Association for Audit.
- e. He shall post a bond in an amount to be filed by the Board.

Section 6. Auditor - The Auditor shall audit the book of accounts of the Association and shall concurrently serve as chairman of the Audit and Inventory Committee.

Section 7. Business Manager - The Business Manager shall:

- a. Be responsible for the day-to-day management and operation of the irrigation system and other services which the Association may undertake;
- b. Prepare the annual budget in accordance with the approved program of activities;
- c. Supervise canal repairs and maintenance, water distribution and water use;

- d. Concurrently serve as Chairman of the Irrigation Committee; and
- e. Perform such other duties as the Board of Directors may from time to time prescribe.

Section 8. Sgt. at Arms - The Sgt. at Arms shall maintain peace and order during the conduct of meetings and activities of the Association. He shall also assist the Secretary in giving notice of meetings and activities of the Association to members.

ARTICLE IX

EDUCATION AND TRAINING COMMITTEE

The Education and Training Committee shall take charge of all education and/or information aspect of agricultural production, irrigation and other related projects and shall prepare an annual program for member education in accordance with the President.

ARTICLE X

IRRIGATION COMMITTEE

The Irrigation Committee shall be in-charge of planning, coordinating and actually operating the irrigation service. It shall plan and coordinate the implementation of all activities that will require personal services of the members, such as the construction, maintenance of the system, pest and weed control, and other communal activities.

ARTICLE XI

AUDIT AND INVENTORY COMMITTEE

The Audit and Inventory Committee shall be responsible for auditing the accounts of the Association. It shall take an inventory of all the assets of the Association. It shall conduct such audit at least quarterly and submit its report thereon to the Board of Directors.

ARTICLE XII

DISSOLUTION AND LIQUIDATION

Section 1. Cause of Dissolution - The association may be dissolved by dissolution adopted by the affirmative vote of at least two-thirds (2/3) of all the members at a regular or special meeting called for the purpose of for any cause provided by law on majority of the Board of Directors.

Section 2. Order of Payments on Liquidation - After dissolution, the assets of the Association shall be used to pay liquidation expenses and all debts of the Association. Any surplus after paying all liabilities of the Association shall be donated to any social, economic, educational and/or cultural projects in the community.

ARTICLE XIII

MAINTENANCE OF IRRIGATION CANALS

DITCHES AND HEADGATES

Section 1. Personal Service by the Members - Every member of the Association must render personal labor on the repair and maintenance of the canal and ditches on such days and at such times as may be determined by the members at the annual or special meetings of the members of the Association. In case of inability or incapacity of a member to work on the days assigned

to him, he may appoint a substitute acceptable to the Irrigation Committee.

Section 2. Inspection of Work - The Irrigation Committee shall keep a list of members assigned to work on each particular day. Such list shall contain a statement of members present or absent from work on the days assigned and shall be submitted to the Board of Directors at its special or regular meetings for its information and appropriate action.

ARTICLE XIV

OTHER RULES AND REGULATIONS

The Board of Directors shall promulgate such other rules and regulations that it may seem necessary, governing the regulations of the members among themselves and that of the members and association relating to the rendition of personal service, use and distribution of irrigation water, construction of dikes and/or irrigation canals and ditches and such other matters as may involve the operation of the irrigation system and the use by the member of the facilities and other services of the Association. All members shall abide and comply with such rules and regulations. Violation of the provisions of such rules and regulations as well as those of the By-Laws may subject the offender to a penalty in an amount not exceeding FIFTY PESOS (₱ 50.00) in cash or its acceptable equivalent in commodity, the amount and nature of which shall be in discretion of the Board of the Directors.

ARTICLE XV

USE AND DISPOSITION OF ASSOCIATION FUNDS

Section 1. Use of Association Funds - The funds of the Association shall be utilized:

- a. To pay the amortization of any loans and discharge all other obligations of the Association.

- b. To pay for such other expenses as may arise in the conduct and operation of its activities.

Section 2. Withdrawal of Funds - Withdrawal of funds of the Association which are deposited in banks or banking instructions shall be made only on the signature of any officer or officers of the Association as may be designated by the Board of Directors.

ARTICLE XVI

SEAL

The board of Directors or the President, by delegation of the Board shall provide a suitable seal for the Association.

ARTICLE XVII

WAIVER OF NOTICE

Whenever any notice is required to be given under any provisions of law or under the provisions of these By-Laws, waiver of notice thereof, in writing, signed by the person or the third therein shall be deemed equivalent thereto.

ARTICLE XVIII

AMENDMENT

These By-Laws may be amended in whole or in part by the affirmative vote of at least a majority of all the members of the Association and majority of the Board of Directors at any regular or special meeting where such actions has been announced in the call notice of said meeting.

Adopted in the Municipality of Sual, Pangasinan this 7th day of July,
1989, by the vote of a majority of the members of the Association.

1. Restituto Aquino _____
2. Abraham Soliven _____
3. Gerry Rabara _____
4. Bonifacio Magno _____
5. Virgilio Villon _____
6. Teodoro Redito _____
7. Alberto Redito _____

19
(Date)

The Chairman
Securities and Exchange Commission
Mandaluyong, Metro Manila

Sir :

In connection with the registration of the Article of Incorporation of ASSN, INC. the undersigned Incorporators/directors or officers thereof, do hereby undertake to comply with all the reportorial requirements of the Securities and Exchange Commission, to wit:

<u>REQUIREMENT</u>	<u>PERIOD/DUE DATE</u>
1. Registration/Stamping of: a) STOCK AND TRANSFER BOOK (for stock corporation)	a) Within 30 days from the date of Issuance of certificate of Incorporation
b) MEMBERSHIP BOOK MINUTE BOOK CASH BOOK For Non-Stock LEDGER BOOK Corporation JOURNAL BOOK	b) - ditto -
2. GENERAL INFORMATION SHEET (As of the date of Actual Meeting)	2. Within 30 days from the date of the actual meeting
3. Two (2) copies of FINANCIAL STATEMENTS duly stamped "RECEIVED" by the BIR	
a) For corporation whose securities are registered under the Securities Act (Old/Revised)	a) Within 105 days after the end of the fiscal year as specified in the By-Laws.
b) For corporation whose securities are NOT registered	b) Within 120 days after the end of the fiscal year as specified in the By-Laws.
c) For Securities Brokers	c) Within 60 days after the end of the fiscal year as specified in the By-Laws.

Note: Stock corporations registered after January 17, 1986 shall also file Statement of Sources and Application of Funds together with the income Statement and Balance Sheet covering the first year of operation within the due date required for the filing of their financial statements.
(Ref: SEC Memorandum Circular No. 2, Monitoring Series of 1986).

4. AFFIDAVIT OF NON-OPERATION/BOARD RESOLUTION or AFFIDAVIT OF CESSATION of business operation.
 5. NOTICE OF POSTPONEMENT of Annual Meeting.
 6. AFFIDAVIT of Non-Holding of Annual Meeting, together with the general information sheet; and
 7. Such other reportorial requirements may be promulgated by the SEC.
4. Within the prescribed period for filing the Financial Statements as in 3-a, b, or c above.
 5. At least 10 days before the date of the annual meeting as specified in the By-Laws.
 6. Within 30 days from the date of the annual meeting as specified in the By-Laws.

Very truly yours,

(Name of Corporation)

By: _____

ARTICLES OF INCORPORATION

Republic of the Philippines
Securities and Exchange Commission
EDSA, Greenhills, Mandaluyong
Metro-Manila
S.E.C. Reg. No. _____

TO ALL TO WHOM THESE PRESENTS MAY COME, GREETINGS:

WHEREAS, Articles of Incorporation and By-Laws duly signed and acknowledged for the organization of the

_____ and in accordance with the provision of the Corporation Code of the Philippines, Batas Pambansa Blg. 68, approved on May 1, 1980, were presented for filing in this Commission on, _____, and a copy of said Articles and By-Laws are here to attached;

THEREFORE, by virtue of the powers and duties vested in me by law, I hereby certify that the said Articles of Incorporation and By-Laws were, after due to determine whether they are in accordance with law, duly registered in this Commission on the _____ day of _____, Anno Domini, in the year of nineteen hundred and _____.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of this Commission to be affixed at Mandaluyong, Metro Manila, Philippines, this _____ day of _____, in the year of our Lord nineteen hundred and _____.

(Chairman)

Brgy. _____, _____, Ilocos Norte
November 30, 1961

TO WHOM IT MAY CONCERN:

We the undersigned, residents of Barangay _____, _____, Ilocos Norte and whose real properties are located at the proposed impounding area and dam site of the water impounding project to be constructed by the Soils Services, Ministry of Agriculture under the Paoay Lake Development Project, do hereby agree and allow the construction of such project into our properties for the benefit of farmers in the area.

It can be certified further that we understand very well the purposes and objectives of such project; and that such benefits derived are for ourselves and not to other persons.

That nobody has ever forced us to give our consent directly or indirectly but purely under our own free will.

In witness, thereof, we the undersigned, do hereby see our hands as a proof of our honest consent and permission to have our properties used as impounding and dam site of the _____
Water Impounding Project.

<u>NAMES</u>	<u>ADDRESS</u>	<u>RESIDENCE CERTIFICATE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

ATTESTED BY:

Barangay Captain

Republic of the Philippines
Water Impounding Irrigators Association, Inc.
Ilocos Norte

ARTICLES OF INCORPORATION

KNOW ALL MEN BY THE PRESENTS:

That we, the undersigned all of legal age, filipino citizens, and residents of Barangay _____ and _____, Ilocos Norte Philippines, engaged in productive activities, have on this day voluntarily associated ourselves for the purpose of forming and incorporating a non-stock, non-profit corporation under the laws of the Philippines.

ARTICLE I

The name of this association shall be _____ WATER IMPOUNDING IRRIGATORS ASSOCIATION, INC.

ARTICLE II

The primary purpose for which said association is formed to assist its members in improving their productivity, income and quality of life by:

1. Constructing or acquiring, controlling, operating and managing an irrigation system and fixing, charging and collecting from its members service fees and maintenance charges under such method or methods as may be provided in the By-Laws of the Association in order to efficiently maintain the irrigation services;
2. Providing members opportunity to learn and apply improved methods of agricultural production and serve as a medium through which technical as well as material assistance from both government and private sources may equitably effectively be channeled to the members;

3. Establishing a system of economical procurement and distribution of production inputs and marketing of members produce; and
4. Encouraging participation of members in community organization and self-government, thereby promoting harmonious relationship among them and enhancing community life and economic well-being.

The secondary purpose of the association, which are in furtherance of the primary purpose, are as follows:

1. To acquire, use and dispose in any manner permitted by law, any real and personal property, or any interest therein;
2. To raise funds for any of the purpose of the association;
3. To enter into contracts for any lawful purpose in the pursuit of its objectives.

Any profit that may be derived from the activities and undertakings of the Association shall not insure to any member or officer but shall be exclusively for the maintenance of the Association. This inhibition against construed to preclude payment of reasonable compensation to officers, employees and consultants for services rendered to the association and as may be allowed by the By-Laws.

ARTICLE III

The principal office of the association shall be established in _____, Ilocos Norte.

ARTICLE IV

The term for which association shall exist is perpetual.

ARTICLE V

The names and addresses of the incorporator of the said association, who are all citizens of the Philippines, are as follows:

	<u>NAMES</u>	<u>RESIDENCE</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10.	_____	_____
11.	_____	_____

ARTICLE VI

The number of Director of said association shall be ELEVEN (11) and the names and residence of directors who are to serve until their successors are elected and qualified as provided by the By-Laws area as follows:

	<u>NAMES</u>	<u>RESIDENCE</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10.	_____	_____
11.	_____	_____

ARTICLE VII

The Association, being non-stock shall be maintained by membership fees, annual dues, assessments or charges paid by membership and voluntary contributions, donations and loans from any person or institution as may granted and received by the association.

All members of the association shall be issued a Certificate of membership in such form as the Board of Directors may determine and subscribe.

ARTICLE VIII

Nicanor Aggabao has been elected by the incorporators as Treasurer of the Association, to act as such until his successor has been authorized to receive all fees, contribution or money given to, received by and appertaining to the association.

IN WITNESS WHEREOF, we have hereunto affixed our signatures in _____
_____, Philippines, this _____ day of _____, 19____.

BOARD OF DIRECTORS

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Signed in the presence of:

(Witness)

(Witness)

A C K N O W L E D G E M E N T

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF ILOCOS NORTE) S.S.
MUNICIPALITY OF PAOAY)

In the Municipality of _____ province of _____
_____ this _____ day of _____, 19____ before me
a Notary Public in and for the Province of _____
personally appeared:

NAMES	RESIDENCE CERT.	RESIDENCE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Known to me and to me known to be the same persons who executed the foregoing Articles of Incorporation of _____ Water Impounding Irrigators Association, Inc. and who acknowledge to me that the same is their free and voluntary act and deed.

WITNESS MY HAND AND SEAL ON THE date and the place above written.

Notary Public
Until Dec. 31, 1988
PTR No. _____ Jan. _____
TAN-D _____ -A- _____

Doc. No. _____
Page No. _____
Book No. _____
Series No. _____

**BY-LAWS OF THE
WATER IMPOUNDING IRRIGATORS ASSOCIATION,
INCORPORATED**

KNOW ALL MEN BY THESE PRESENTS:

That we undersigned, of legal age, Filipino Citizen and bonafide residence of Brgy. _____ and _____, Municipality of Paoyay, Province of Ilocos Norte, together constituting the majority members of the _____ Water Impounding Irrigators Ass'n. Inc., formulated and declared the following rules and regulations to be strictly followed.

Article I

NAME, DOMICILE AND PURPOSES

The name, domicile and the purposes of the association are those set forth in its Articles of Incorporation.

Article II

MEMBERSHIP

Sec. 1. Qualification for Membership - Membership shall be open to any person of legal age who is the owner, lessee or lawful possessor of agricultural land located within the area of operation of the association; provided that only one person shall be qualified to become member in respect to any single unit of land owned, possessed and/or tilled by two or more persons; provided further, that when two (2) or more persons qualified to become members in respect of any single unit of land, the person actually tilling the land shall have priority of membership to the exclusion of the others. The term "Area of Operation" of the Association shall include all lands within reach of the irrigation system operated and managed by the association.

sec. 2. Application for Membership - The application for membership shall be made in writing on a form provided for the purposes of application for membership which shall be submitted to the Secretary who shall present it to the Board of Directors for appropriate action. Subject to the provision of Section I of this Article, a majority of the Board of Directors shall admit the applicant to membership and such fact shall be announced by the Secretary to the applicant within a week after the Boards' action.

Sec. 3. Member in Good Standing - is one who complies with all the duties of a member set forth in Section 5 of this By-Laws.

Sec. 4. Rights of Members - A member shall have the following rights:

1. To exercise the right to vote on all matters relating to the affairs of the association brought before any meeting of members;
2. To be eligible to any elective office of the association;
3. To participate in all deliberations of the membership meeting and to give his opinion on any matter under discussion;
4. To be eligible and qualified to receive any assistance to members without any discrimination or restriction whatsoever, upon compliance with conditions and requirements;
5. To examine the records of the association during working days and office hours;
6. To criticize and be criticized in a constructive manner for the improvement of the association;
7. To protect the entire Water Impounding System; and
8. To have the right to explain, why he did not attend the previous meetings before he is subjected to a penalty.

Sec. 5. Duties of Member - A member shall have the following duties:

1. To obey and comply with the By-Laws and such rules and regulations as maybe promulgated by the Board of Directors and/or by competent authority;
2. To attend all meetings and seminars that maybe called by the Board of Directors and/or government agency engaged in food production or whatsoever for the good of the association;
3. To be sincere in his duty if elected as officer of the association;
4. To contribute personal services to the association in the maintenance of the irrigation system and other projects of the association;
5. To participate in and support any system of procurement and supplying of production inputs and marketing of products that maybe instituted by the association;
6. To grant right of way for the necessary irrigation canals and ditches, and otherwise permit/allow the construction or installation of irrigation structures within his farm;
7. To adopt and apply modern techniques in Agriculture as maybe taught or suggested by the Department of Agriculture;
8. To pay his irrigation fees, percentage of fish harvest, penalties and contributions for the benefit of the association;
and
9. To bear in mind all announcements written at the Bulletin Board of the Association.

Sec. 6. Suspension of a Member - Any member can be suspended and receive due punishment as given by the Executive Board if found guilty of the following:

1. Failure to pay required irrigation fee, percentage of fish harvest and penalties for two (2) consecutive times.
2. Destruction or obstruction of irrigation canals and other structures preventing free conveyance of water;
3. Failure to comply with his duties as a member and violation of the provisions of the By-Laws and rules and regulations promulgated by the Board of Directors.

Sec. 7. Termination of Membership - Any member can be terminated with the following reasons;

1. Loss of ownership or right to possession of the land in respect of which he has applied for membership in the association;
2. Transfer of place of residence and cannot attend the activities of the association.

A member who has resigned or has been suspended or terminated shall not prevent/obstruct or in any manner intervene in the distribution of irrigation water. Any right-of-way previously granted by such member shall continue to be used by the association.

Article III

MEMBERSHIP FEE AND PENALTIES

Sec. 1. Membership Fee - Every member of the association shall pay a membership fee of TEN PESOS (P10.00) or its equivalent in acceptable commodity to be used by the association for the

registration and for application of Water Rights Permit.

Sec. 2. Irrigation Fee - Every member of the association shall pay ONE HUNDRED PESOS (P100.00) per hectare per year. Payments should be made at the end of May every year. It can be given in cash or in kind.

Sec. 3. Percent of Fish Harvest - Every member of the Fisheries (Reservoir) Beneficiaries shall pay 10% of his fish harvest per hectare/harvest.

Sec. 4. Penalty - A member who does not attend a meeting shall have a penalty of TEN PESOS (P10.00), maintenance activity TWENTY-FIVE PESOS (P25.00), seminars FIFTEEN PESOS (P15.00) without any valid reason.

a. Anybody who will be caught destroying plants or fish will be fined according to his acts:

	<u>Penalty on 1st Offense</u>
1. Hook Fishing (Agbanit)	₱ 25.00
2. Net Fishing (Tabucol)	100.00
(Sigay)	50.00
3. Screen	100.00
4. Agbantak	25.00

Note: Second and third offenses will be doubled and tripled, respectively.

b. Every offense committed is treated by the association in the presence of the person concerned to defend himself before the association.

c. If the person who committed the offense does not respond or pay his obligation, the case will be forwarded to the Barangay Council or even to the municipal level for appropriate action.

Note: All paraphernalia for fishing confiscated by the association will not be returned to the owner.

- d. Members or owners of the stray animals caught destructing or destroying the plants and the system will pay the damages done by the animal.
- e. Anybody or any member caught diverting water during another's turn without any notice or permit will be treated accordingly by the association.
- f. Anybody or any member caught destroying the dam, footbridge, or any part of the system shall be punished depending on the damages done or whatever decision agreed upon by the association.
- g. Collection of penalty payments - penalty payments during the 1st quarter of the year shall be paid on the succeeding quarter.

Sec. 5. Contributions - The association may raise funds for its activities through contributions or donations from members and non-members either in the form of cash, labor or in kind and through the benefit programs contribution appropriate and legal for all purposes.

Sec. 6. General Fund - All funds and penalties paid by members as well as donations, contributions and money derived from other sources shall form part of the general fund of the association.

Note: Any payments shall be made in cash or in kind acceptable by the association and must be supported with a receipt.

Article IV

ASSEMBLY MEETINGS

Sec. 1. Fiscal Year - The fiscal year of the association shall start on the first day of January and end on the last day of December.

- Sec. 2. Quarterly Meeting - The association shall hold a meeting on every first Sunday at the end of every quarter.
- Sec. 3. Special Meeting - Special meetings of members maybe called at anytime by the Board of Directors or any government through the kalsahan leaders.
- Sec. 4. Notice of Meeting - All meetings of the general assembly is to be written on the Bulletin Board of the Association. Such notice shall state the purpose or purposes, the date, time, and place of meeting.
- Sec. 5. Quorum and Voting - The majority (one half plus one) of all the members of the association shall constitute a quorum for the transaction of the business. If there is no quorum all activities must be postponed. Any member can be represented by his nearest relative if unable to attend such meetings or activities.
- Sec. 6. Order of the meeting - The order of business at each meeting of the members shall follow the following:
- a. Roll call and proof of quorum
 - b. Proof of due notice
 - c. Reading of an action on the minutes of the last meeting
 - d. Report of officers and committee
 - e. Recommendations and proposals
 - f. Approval of the budget for the ensuing year
 - g. Other business
 - h. Election of Directors
 - i. Adjournment

Article V

GENERAL ASSEMBLY

Sec. 1. General Assembly - The general assembly is the most powerful body of the association that gives final decision. This is composed of members in good standing.

Sec. 2. Power of the General Assembly - The general assembly has the following power:

1. To hear and approve all reports of the executive board and officers of the association.
2. To be the last body to act on any misunderstanding between executive board, committees, officers and members.
3. To determine the changes in the Article of incorporation and By-Laws of the association.
4. To make final decision/authority on all matters affecting the association.
5. To protect the association from any social, economic and political elements that affects/ hampers the facilities and services which supports the socio-economic growth and development of the members.
6. To protect the members for their rights and privileges.

Article VI

BOARD OF DIRECTORS

The Board of Directors is the highest body of the association. The President of the board is elected by all members of the Board of Directors. After the election of the President, he will appoint the Secretary to become the Secretary of the association.

Sec. 1. The Number of Members of the Board of Directors - There will be eleven (11) members of the Board of Directors who will administer the activities of the association.

Sec. 2. Term of Office - Every member of the Board of Directors will serve for a period of three (3) years.

Sec. 3. Power and Duties of the Board - The Board of Directors shall have general supervision and control over the affairs of the association. Without prejudice to the general powers herein above mentioned, the board has the following powers:

- a. To make reasonable rules and regulations not inconsistent with the law, the Articles of Incorporation and this By-Laws, for the management of the affairs of the association and for the guidance of the officers and members of the association;
- b. To decide on the purpose of payments and fines stated in the Articles of Incorporation and this By-Laws.
- c. To require proper records to be kept for all transactions of the association.
- d. To elect or appoint officers of the association except the auditor, treasurer and the kaisahan leader.
- e. Appoint or hire anybody to work for the association if necessary.

- f. To secure loans from any bank or banking institutions or from any government or private lending agency, or otherwise, to obtain credit for the association.
- g. Organize and explain the duties and term of management units and working committees.
- h. Call important meetings either general, semestral, or special meeting.
- i. To authorize any officer of the association to enter into negotiation, contract or agreement with any person, firm or entity in behalf of the association.
- j. The members of the Board of Directors will act on the above powers, obligations and responsibilities, after the meetings, and act as officers and members.

Sec. 4. Vacancy - Whenever any vacancy occurs in the Board of Directors because of death, legal disability, resignation or removal of any member of the Board; the kalsahan leader will take over the position through election and serve the unexpired term. This will be done immediately proceeding the next regular election of director.

Sec. 5. Removal of any member of the Board - Any member of the association may bring charges against a Director by filing the same in writing with the Secretary of the Association; together with the petition signed by at least 10% of the membership of the association. The Board of Directors shall call a special meeting of the members of the association to consider the removal. The affirmative vote of two thirds of the entire membership of the association shall be necessary to remove the director in question. The director against whom charges have been brought, shall be informed in writing of the charges against him at least 10 days before the meeting and shall have an opportunity to be heard in

person or be counselled and to present witnesses during the meeting called for the purpose, and the person(s) bringing the charges shall have the same opportunity.

Sec. 6. Reimbursement of Expenses - The Board of Directors shall serve the association without compensation, but they may receive such honoraries as the members may authorize in a membership meeting, and be allowed reimbursement of actual and necessary expenses incurred by them in activities directly related to association operations such as accommodation expenses by the association.

Sec. 7. Organizational Meeting - The member need to call an organizational meeting just after the election. From this organizational meeting, the members of the board elect the President among themselves and the Secretary of the association through secret balloting or viva voce.

Sec. 8. Regular Meeting - The regular meeting of the board should be held at the office of the association every first Sunday of the month or any day or place selected by the Board of Directors. Notice of the meeting should indicate the place, date and time and be given or informed 5 days before the meeting.

Sec. 9. Special Meeting - All special meeting or emergency meeting of the Board may be held whenever called by the President with the approval of the members of the Board of Directors to consider urgent business of the association through notice indicating place, time, date and the agenda.

Sec. 10. Quorum - A majority of the Board of Directors shall constitute a quorum (1/2+1) for the transaction of the business and, in the presence of quorum, a majority vote of the Directors present shall be sufficient to decide any question.

Article VII

OFFICERS AND DUTIES

Sec. 1. Officers of the Association - The Officers of the Association shall consists of the following: A President, Vice President, a Secretary, a Treasurer, an Auditor and Water Master, whose powers and duties shall hereinafter provided and as Board of Directors may affix in conformity with the provisions of this By-Laws:

Sec. 2. The President - The President shall have the following power and duties:

- a. Serve as Chairman of the Board;
- b. Supervise and direct all activities of the Association;
- c. Representative of the Association in all contracts and activities to which it is a party or participants;
- d. Presides at all meetings of the members and of the Board of Directors;
- e. To prepare, in the consultation with the appropriate officers and committees, a yearly program of activities and to submit an annual report of operations of the Associations to the Board of Directors such as statements of account, reports and memoranda as the latter may require from time to time;
- f. Organize and supervise the Kaisahan and other group of members;
- g. Recommend to the board candidates to be appointed as officer or working committee needed by the Board;
- h. Confirm the election of the Functional leader of the kaisahan;

- i. Sign certificate of membership;
- j. Assign or delegates his duties during his absence;
- k. Fulfill any power or duty delegated upon by the Board.

Sec. 3. Vice President - The Vice President shall exercise all the powers and perform all the duties of the President during the absence or incapacity of the latter for cause, and shall concurrently serve as the Chairman of the Education and Training Committee. He shall also have such other powers and duties as the Board of Directors or the President may from time to time delegate or assign to him.

Sec. 4. Secretary - The Secretary shall have the following duties and powers:

- a. To keep full minutes of all meetings of the members of the Board of Director;
- b. To keep an updated list of members;
- c. To receive applications for membership for presentation to the Board of Directors and notify the applicants on whatever action is by the Board.
- d. To fill and countersign all certificates of memberships issued.
- e. To prepare all notices of meetings; and
- f. To perform such other functions and duties as the Board of Directors may delegate.

Sec. 5. Treasurer - The treasurer shall be elected by the General Assembly and shall have the following duties and powers:

- a. Serve as custodian to all properties of the association;

- b. Give financial statements of the association to the Board;
- c. Submit the annual budget of the association to the Board;
- d. Coordinate with other officers of Kaisahan leaders regarding fund requirements;
- e. Release funds for projects and receive payments for the association;
- f. Prepare and submit monthly financial statements of the association;
- g. Post a bond to be fixed by the Board for the faithful discharge of his duties.

Sec. 6. Auditor - The Auditor shall audit the book of accounts of the association and shall concurrently serve as the Chairman of the Audit and Inventory Committee.

Sec. 7. Water Master - The Water Master shall have the following duties:

- a. Supervise canal repairs and maintenance, water distribution and water use;
- b. Concurrently serve as Chairman of the Irrigation Committee; and
- c. Perform such other functions or duties as the Board of Directors may from time to time prescribe.

Article VIII

COMMITTEES

- Sec. 1. The Working Committees - The Board has to organize Working Committees at the end of the planting season or at a time the Board needs help to plan activities for the next planting season. The Committees shall be given guidelines by the Board to follow and work under the supervision of the President.
- Sec. 2. Organization and Duties - The Working Committees shall be organized by the active leader of the kaisahan. These Committees prepare the plans for the whole year on water distribution, production input supply, financing, general education and management skills development and other socio-economic activities for the progress of the community. The Board has the authority to appoint the Chairman of every committee to serve for one year to prepare program of activities for the whole year as approved by the Board.

Article IX

DISSOLUTION

- Sec. 1. Cause of Dissolution - The Association maybe dissolved by dissolution adopted by the affirmative majority vote of "Yes" or not less than 3/4 of the members of the Association.

Article X

OTHER RULES AND REGULATIONS

The Board of Directors shall promulgate such other rules and regulations as it may deem necessary, governing the relationship of the

members among themselves and that of the members and the Association relating to the rendition of personal services, use and distribution of irrigation water, construction of dikes and or irrigation canals and ditches and such other matters as may involve the operation of the irrigation system development, development of the watershed area and use by the members of the facilities, and other rules and regulations. Violations of the provision of such rules and regulations as well as those of the By-Laws may subject the offender to a penalty, the amount and nature of which shall be in the discretion of the Directors.

Article XI

USE AND DISPOSITION OF ASSOCIATION FUNDS

Sec. 1. Use of Association Funds - The funds of the Association shall be utilized as follows:

- a. To pay the amortization of any loans and discharge all other obligations of the Association;
- b. To pay such other expenses as may arise in conduct and operation of its activities.

Sec. 2. Withdrawal of Funds - Withdrawal of funds of the Association which are deposited in the banks or banking institution shall be only with the signature of the President and Treasurer.

Article XII

OTHER PROVISIONS, AFFILIATION, PRINTING SEAL SEAL AND WAIVER OF NOTICE

Sec. 1. Affiliation - Through the approval of the members of the Association can affiliate with other associations or federations of the purposes.

Sec. 2. Seal - The President, through the delegation of the Board can produce or make the seal of the Association.

Sec. 3. Printing of Documents - The Articles of Incorporation and By-Laws should be well prepared and distributed to every member.

Sec. 4. Waiver of Notice - Whenever any notice is required to be given under any provision of law or under the provisions of these By-Laws, waiver of notice thereof, in writing, signed by the person or persons entitled to the said notice whether before or after the third meeting therein shall be deemed equivalent.

Article XIII

AMENDMENTS

These By-Laws maybe amended in whole or in part by the affirmative vote of at least a majority of all the members of the Association at any regular or special meeting where such activities or actions has been announced in the call and notice of said meeting.

Article XIV

AFFECTIVITY

These By-Laws shall take effect immediately after it has been approved by the Security and Exchange Commission.

Adopted in the Municipality of _____
Province of _____, this _____ day of _____
19____, by the vote of the majority of the members of the Association.

IN WITNESS WHEREOF, we have hereunto affixed our signature
at Barangay _____, _____, Ilocos Norte, Philippines, this _____

day of _____, 19_____.

BOARD OF DIRECTORS

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____

MODUS OPERANDI
of the
_____ WATER IMPOUNDING IRRIGATORS ASSOCIATION
INCORPORATED

The _____ Water Impounding Irrigators Association Inc. is being incorporated as a non-stock, non-profit corporation with the principal purpose of operating and maintaining the Water Impounding Irrigation System constructed in the area and for the upliftment of their livelihood.

The Association shall be composed of farmer-beneficiaries whose qualification are specified in the By-Laws of the Association. The formation of the Association is an integral part of the project of the Bureau of Soils and Water Management, an agency under the Department of Agriculture. The project covers a sizable portion of the irrigable agricultural lands in the Philippines.

The Association will operate, manage and maintain the government assisted irrigation system which will be turned over to them. Funds should be collected from the members in the form of membership fees, as prescribed in the By-Laws for the operation and maintenance of the system. The members shall acquire benefits from the Association by means of irrigation services, cooperative action among themselves, assistance and expertise on agriculture and other economic related areas of endeavour.

With respect to the internal organization and operation of the Association, the provisions of the By-Laws shall be adhered to. The By-Laws laid down the rules relating to, among other things, the Board of Directors, Officers, the standing committees and their respective duties and obligations.

Submitted by:

Secretary

The Chairman
Securities and Exchange Commission
EDSA, Mandaluyong
Metro Manila

S i r :

In connection with the registration of the Articles of Incorporation of the Water Impounding Irrigators Association, Inc., the undersigned representative and on behalf of the organizers thereof, hereby manifest our willingness to change its corporate name in the event another person, firm or entity has acquired a prior right to the use of the said name or one deceptively or confusingly simulate to it.

Very truly yours,

(Name)

(Address)

REGISTRATION DATA SHEET

NAME OF COMPANY _____ REGISTRATION NUMBER _____

SUBA-NANGUYUDAN _____ TERM OF EMPLOYEE _____ CONTROLLING INTEREST _____ REGISTRATION NUMBER _____

STOCK _____ OFFICE/REPRESENTATIVE _____ PHONE NUMBER _____
 NON-STOCK _____

ADDRESS _____ NATIONAL GEO-GRAPHIC CODE _____

NO. STREET CITY/MUNICIPALITY PROVINCE _____

NATION OF BUSINESS _____ NATIONAL GEO-GRAPHIC CODE _____

EXPECTED NO. OF EMPLOYEES FOR THE INITIAL YEAR OF OPERATION _____ SPECIFIC LINE OF BUSINESS/TYPE OF ASSOCIATION _____

1. WORKING OWNERS _____
2. PAID WORKERS :
 SUPERVISORY _____
 BELOW SUPERVISORY _____ NON-STOCK/NON-PROFIT ASSOCIATION
3. TOTAL NO. OF EMPLOYEES _____

IF THIS IS A SUBSIDIARY PLEASE FILL UP THIS BOX

NATIONALITY OF PARENT FIRM CODE NAME OF PARENT COMPANY REGISTRATION NUMBER

PERCENTAGE OF OWNERSHIP ADDRESS NATIONAL GEO-GRAPHIC CODE

CAPITAL STRUCTURE

AUTHORIZED CAPITAL SUBSCRIBED CAPITAL PAID-UP/CONTRIBUTED CAPITAL

(Date)

The Chairman
Securities and Exchange Commission
Mandaluyong, Metro Manila

Sir :

In connection with the registration of the Article of Incorporation of WATER IMPOUNDING IRRIGATORS ASS'N. the undersigned incorporators/directors or officers thereof, do hereby undertake in comply with all the reportorial requirements of the Securities and Exchange Commission, to wit:

<u>REQUIREMENT</u>	<u>PERIOD/DUE DATE</u>
1. Registration/Stamping of: a) STOCK AND TRANSFER BOOK (for stock corporation)	a) Within 30 days from the date of Issuance of certificate of Incorporation
b) MEMBERSHIP BOOK MINUTE BOOK CASH BOOK For Non-Stock LEDGER BOOK Corporation JOURNAL BOOK	b) - ditto -
2. GENERAL INFORMATION SHEET (As of the date of Actual Meeting)	2. Within 30 days from the date of the actual meeting
3. Two (2) copies of FINANCIAL STATEMENTS duly stamped "RECEIVED" by the BIR	
a) For corporation whose securities are registered under the Securities Act (Old/Revised)	a) Within 105 days after the end of the fiscal year as specified in the By-Laws.
b) For corporation whose securities are NOT registered	b) Within 120 days after the end of the fiscal year as specified in the By-Laws.
c) For Securities Brokers	c) Within 60 days after the end of the fiscal year as specified in the By-Laws.

Note: Stock corporations registered after January 17, 1986 shall also file Statement of Sources and Application of Funds together with the income Statement and Balance Sheet covering the first year of operation within the due date required for the filing of their financial statements. (Ref: SEC Memorandum Circular No. 2, Monitoring Series of 1986).

4. AFFIDAVIT OF NON-OPERATION/BOARD RESOLUTION or AFFIDAVIT OF CESSATION of business operation.
 5. NOTICE OF POSTPONEMENT of Annual Meeting.
 6. AFFIDAVIT of Non-Holding of Annual Meeting, together with the general information sheet; and
 7. Such other reportorial requirements may be promulgated by the SEC.
4. Within the prescribed period for filing the Financial Statements as in 3-a, b, or c above.
 5. At least 10 days before the date of the annual meeting as specified in the By-Laws.
 6. Within 30 days from the date of the annual meeting as specified in the By-Laws.

Very truly yours,

_____ WATER IMPOUNDING IRRIGATORS ASS'N., INC.
(name of corporation)

By: _____

Republic of the Philippines
Water Impounding Irrigators Ass'n. Inc.
_____, _____, Ilocos Norte

OFFICE OF THE BOARD OF DIRECTORS

(Date)

CERTIFICATION

TO WHOM IT MAY CONCERN:

THIS IS TO CERTIFY that the names listed hereunder are the bonafide member/contributors of the _____ Water Impounding Irrigators Ass'n. Inc. of _____, Ilocos Norte with the amount they contributed to wit:

	<u>Names</u>	<u>Amount contributed</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10.	_____	_____
11.	_____	_____
12.	_____	_____
13.	_____	_____
14.	_____	_____
15.	_____	_____
16.	_____	_____
17.	_____	_____
18.	_____	_____

Certified correct:

Treasurer

Republic of the Philippines
Water Impounding Irrigators Ass'n., Inc.
Ilocos Norte

LIST OF MEMBERS OF THE ASSOCIATION
AND THEIR CORRESPONDING SIGNATURES

	<u>NAMES</u>	<u>SIGNATURES</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10.	_____	_____
11.	_____	_____
12.	_____	_____
13.	_____	_____
14.	_____	_____
15.	_____	_____
16.	_____	_____
17.	_____	_____
18.	_____	_____

Attested by:

Secretary

**SAMPLE MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE NATIONAL IRRIGATION ADMINISTRATION
AND
FARMERS IRRIGATORS ASSOCIATION, INC.**

KNOW ALL MEN BY THESE PRESENTS:

This Agreement executed and entered into this _____ day of _____,
in _____:

The NATIONAL IRRIGATION ADMINISTRATION, a government owned and controlled corporation created under Republic Act No. 3601 as amended by Presidential Decree No. 552 with principal office at Epifanio de Los Santos Avenue, Quezon City, Philippines, represented in this agreement by _____ hereinafter referred to as the NIA:

- and -

_____ FARMERS IRRIGATORS ASSOCIATION, INC. as association organized and registered in accordance with the laws of the Philippines with principal office _____ hereinafter referred to as the ASSOCIATION.

The PARTIES hereto witness that;

WHEREAS, the Association has petitioned the NIA to construct a gravity irrigation system which shall irrigate land situated at Barrio _____ Municipality of _____ in the Province of _____;

WHEREAS, the construction of the project in the area is in accordance with the irrigation development program of the NIA;

NOW THEREFORE, for and in consideration of the foregoing premises and by authority of the provisions of Republic Act No. 3601, as amended by Presidential Decree No. 552 and 1702, the Guiding Principles and the Rules and Regulations of the NIA which are incorporated as an integral part of this Agreement;

The Parties have agreed and by these presents do hereby agree as follows, to wit;

A. RIGHTS AND OBLIGATIONS OF THE NATIONAL IRRIGATION ADMINISTRATION:

1) The NIA shall bear the cost of investigation and survey, plan preparation and other pre-construction engineering activities for the project, including the costs of community organizers;

2) The NIA shall have the right to enter private property of the Association in connection with the construction of the proposed project and the NIA or its employees shall not be liable whatsoever for damages which the Association may sustain on account of said activities, unless there is gross negligence or willful acts done by the NIA or its employee to cause such damages;

3) The NIA shall likewise spend for the cost of construction of diversion works and appurtenant structures, the canals and other irrigation structures including the turnouts of the irrigation projects;

4) The NIA shall render assistance to the said Association in the organization and/or strengthening the irrigation association/cooperative and shall train the beneficiaries or those persons duly selected and are qualified to undertake the operation, maintenance and management of irrigation system upon its completion and turnover;

5) The NIA and the Association shall conduct monthly cost reconciliation to determine the actual chargeable cost to the Irrigators' Association and in order to facilitate the financial turnover of the system.

B. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION:

1) The Association shall be responsible for securing and complying with all the legal requirements related to the construction of irrigation system, such as water rights, easements, permits, legal fees or charges and

other similar requirements;

2) The Association shall undertake to negotiate for the acquisition, by whatever mode, of private properties affected by the project on the establishment of easements for the dam and/or intake, canals, and access roads;

3) The Association shall contribute, as its counterpart to the construction of the project easements or right-of-way plus labor and materials for the project the total value of which shall be at least ten percent of the total cost of labor and materials or per hectare of area to be irrigated whichever is lower;

4) The Association shall repay the NIA the expenditures incurred by the NIA on the project for materials, equipment use, any right-of-way paid by NIA, and labor up to the level of construction foreman and/or engineer in charge of the project excluding the expenditures for access roads. Administrative, institutional and project planning and design expenses shall not be repaid by the Association. The amount to be paid by the Association shall be determined after completion of the construction and the Association shall execute a promissory note in favor of the NIA in that amount as stipulated hereunder;

5) The Association shall pay the sum due to the NIA in annual installation without interest, the amount of the installation to be the money value at prevailing government price of 1 1/2 cavans of palay (50kg/cav.) multiplied by the wet season actually benefited area in hectares provided that the resulting period of repayment dose not exceed the maximum 50 years. If the repayment period exceed 50 years, the installment shall be increased so that repayment shall be within a period not longer than 50 years from the turnover of the project;

6) Amortization shall be paid annually, the first payment to commence within one year after project turnover;

7) The Association shall make available to the NIA for training all

persons who shall be ultimately responsible for the operation, maintenance and management of the irrigation system;

8) Upon the turnover of the irrigation system, the Association shall maintain and administer the system in accordance with the by-laws of the Association and the rules and regulations which the Association shall promulgate with the concurrence of the NIA;

9) The beneficiaries shall spend for the cost of repair, rehabilitation and improvement of the irrigation system, provided that major repair or rehabilitation of diversion facilities and major structures may, upon request of the Association and under such terms and conditions which shall be embodied in a supplemental agreement between the parties herein, be undertaken by the NIA;

10) Counterpart participation reduces the amount the Irrigators' Association will pay NIA. Thus the irrigators' Association shall keep a record of the contribution/participation of each member.

C. SPECIAL CONDITION

1) In order to further ensure recovery of NIA's investment in the project the Association's choice of its Manager shall be subject to NIA's approval;

2) The NIA reserves the right to supervise the activities and operation of the Association for as long as the consideration of this Agreement has not been fully paid by the Association;

3) The Association shall submit itself to NIA supervision as a safeguard that the provisions of this agreement shall be faithfully observed and that the interest of the members are protected;

4) In the exercise of its supervisory functions the NIA may audit the books of accounts and records of the Association and may issue necessary

guidelines and such guidelines shall form part of this agreement;

5) The By-laws of the Association shall contain a provision that all fees received by the Association from its member beneficiaries shall be directly deposited in a bank of choice and that the same cannot be withdrawn without signature of both the president and the treasurer;

6) The NIA thru the engineer in charge of the project shall keep a record of the counterpart participation of the Association;

7) In the absence of calamity fund, additional costs for repair/rehabilitation of the projects not yet turned over and damaged due to force majeure shall be shouldered by NIA with the Association providing the equity in the form of labor and/or materials. The amount of equity contribution shall depend upon the extent of damages but should not be less than ten percent (10%) of the total cost. The cost of repair/rehabilitation of damages not due to technical deficiency shall be charged to the Association's loan;

8) Amortization payment shall not included cost of access or service roads, flood control or protection dikes that are not part of the diversion works, power operating facilities, reforestation and it should be only for recovery of cost of irrigation and farm drainage facilities.

IN WITNESS WHEREOF, the PARTIES to this Agreement have hereunto signed this instrument this _____ day of _____, 19__.

NATIONAL IRRIGATION ADMINISTRATION

By:

By:

APPROVED:

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF _____) S.S.
MUNICIPALITY OF _____)

BEFORE ME, a Notary Public for and in _____, Philippines,
on this ___ day of _____ 19___ personally appeared _____,
with residence Certificate No. _____ issued at _____
on _____, both known to me to be the same persons who executed
the foregoing instrument and who acknowledged to me that the same is their
free and voluntary act and deed and of the corporation/entity which each of
them respondents.

I certify that this contract consist of ___ pages including this page,
each page duly signed by the parties on the left hand margin except page ___
which is signed in the execution of this contract.

IN WITNESS WHEREOF, I have hereunto affixed my signature and official
seal on the date and place abovewritten.

NOTARY PUBLIC
My Commission Expires of Dec. 31, 19___
TAN. No. _____ issued _____

DOC. NO. _____
BOOK NO. _____
PAGE NO. _____
SERIES OF _____

National Irrigation Administration
 Provincial Irrigation Office
 Region _____

CERTIFICATION FOR PROJECT CONSTRUCTION

This is to certify that _____ CIP/CIS is ready for construction since all the requirements as hereto attached have been COMPLIED with by the _____ Irrigators' Association, inc., to wit:

1. Registration to SEC: # _____ Date Approved _____
2. Water Permit: # _____ Date Approved _____
3. Memorandum of Agreement: Date Signed _____
 - a. Supplemental of Agreement: Date Signed _____
 - a.1-Equity Generation Program: Date Signed _____
 - a.2-Policies and System on Construction: Date Signed _____
4. Right of Way: _____ %
 - a. Phase I _____ % No. to be negotiated _____
 No. already negotiated _____
 - b. Phase II _____ % No. to be negotiated _____
 No. already negotiated _____
5. Xerox copies of Article of Incorporation and By-laws of IA
6. Inventory of Manpower skills and tools available in the area
7. Certificate from the IA President that the BODs/Officers and concerned Committees have been oriented with the Cost Reconciliation/Financial Management system and will implement them.

8. Certificate from the IA President that 80% of the potential beneficiaries are already members of the IA, and necessary working committees organized.
9. Resolution of the IA authorizing the president to enter into and sign the aforementioned agreements.

It is certified further that the _____ IA has committed to generate the estimated counterpart amounting to ₱ _____. The approved Program of Work/Equity Generation program both have been thoroughly discussed with and approved by the general membership of _____ IA.

This certificate is issued for fund release in the construction of the project this _____ day of _____ 19____ in _____.

President
IA Representative

PIE
NIA Representative

Regional Irrigation Director

MEMORANDUM OF AGREEMENT

KNOW BY ALL MEN BY THESE PRESENTS:

This MEMORANDUM OF AGREEMENT entered into by and between:

The BUREAU OF SOILS AND WATER MANAGEMENT, with office address at Masagana Bldg. T. M. Kalaw St., Taft Avenue, Metro Manila, represented by the Director, _____, hereinafter referred to as the BUREAU, with the coordination of the DEPARTMENT OF AGRICULTURE, Region _____ with office address at _____ represented by the Regional Director, _____, hereinafter referred to as the REGIONAL OFFICE:

and

The _____ INC., with office address at _____, _____, herein represented by its President, _____, hereinafter referred to as the PROPONENT.

WITNESSETH

WHEREAS, PROPONENT intends to develop a water impounding project for the use of its members and the community in enhancing productivity in the area. The project will help in increasing the income of the members of the project as well as the people residing in the community, however, PROPONENT do not have the needed capital to put up the project.

WHEREAS, the BUREAU, with the coordination REGIONAL OFFICE, can provide the necessary funds for the construction of the project (Water Impounding Project) which will redown to the benefit of the farmers and making farming and fishing communities in the area expand their economic opportunities.

NOW, THEREFORE, in consonance with the above premises and considerations, the parties hereby agree on the following, to wit:

A. The BUREAU shall:

1. Secure the funds from the Small Water Impounding Management (SWIM) Committee for the implementation and construction of the _____ water impounding project at _____.
2. Make available the plans and specifications of the _____ water impounding project to be prepared by the BUREAU's Engineer in coordination with the REGIONAL OFFICE's Engineers.
3. Conduct public bidding and make the award for the construction of _____ water impounding project with the coordination of the REGIONAL OFFICE and to be conducted at the Department of Agriculture Region ____ Regional Office, _____.
4. Provide a construction Engineer to assist the designated Project Engineer of the REGIONAL OFFICE in supervising the construction of the project.
5. Conduct periodic monitoring and evaluation of the project's construction and implementation.
6. Pay the billings of the contractor based on the finished job and upon recommendation of the Project Engineer of the REGIONAL OFFICE and its Regional Director, provided however that the disbursement of funds shall be subject to the usual government accounting and auditing procedures.
7. Assist the Department of Agriculture Regional/Province /Municipal Staff/Institutional Offices to organize, register, and train Farmers' beneficiaries to operate and maintain the water impounding system.

8. Provide technical assistance in the operation and maintenance of the _____ water impounding project with the coordination of the REGIONAL OFFICE.

B. The REGIONAL OFFICE shall:

1. Assist the BUREAU in conducting the bidding and awarding the construction of _____ water impounding project.
2. Provide a project Engineer to supervise the construction of the project in coordination with the BUREAU designated construction Engineer.
3. Certify the percentage of work completed and recommended to the BUREAU the payment of the certified completed job in the project.
4. Be responsible in the institutional development and training of the farmers' beneficiaries on water management, crop production, watershed management, fish production, etc., with the assistance of the BUREAU.
5. Conduct periodic monitoring and evaluation of the project with the primary emphasis to the economic and social impact of the project.
6. Provide technical assistance in the operation and maintenance of the water impounding system.
7. Provide continuous assistance in obtaining credit for the organization.

C. The PROPONENT shall:

1. Negotiate the acquisition of the damsite, reservoir and canal right of way.

2. Contribute labor force in the construction of the irrigation canals and laterals.
3. Formally accept the completed project.
4. Take full responsibility in the maintenance and operation of the project with technical assistance from the BUREAU and the REGIONAL OFFICE.
5. Report immediately to the BUREAU and the REGIONAL OFFICE any damage in the project.
6. Undertake immediate repair of minor defects/damages on the project and bear the expenses to be incurred for such repair.
7. Co-sponsor and attend training on Operation and Maintenance, Water management, Crop Production, Crop Protection, etc., to ensure maximization of benefits from the WIP.
8. Collect payment for the use of the water to be used in the Maintenance and operation of the WIP and to keep records of all the collections and disbursement of the collected fees. The disbursement of the funds of the projects shall always be subjected to the usual government accounting and auditing procedures.

This Memorandum of Agreement shall take effect on the date of the signing hereof by the Parties and shall be terminated upon the satisfactory fulfillment of all the terms and conditions embodied herein, however, as far as the maintenance and operation of the project, the terms and conditions of this agreement will be continuing process and the obligations and responsibilities of the parties shall be strictly observed.

In WITNESS WHEREOF, We have hereunto affixed our signatures this _____
day of _____ 19____, at the City of Manila, Philippines.

(Signed)

(Name)
Regional Director
Department of Agriculture
Region _____

(Signed)

(Name)
Authorized Representative

(Signed)

(Name)
Director of Soils and Water
Management

EXTRA JUDICIAL SETTLEMENT WITH DEED OF DONATION

KNOW ALL MEN BY THESE PRESENTS:

This instrument executed by _____, married; _____, married; and _____, single; all Philipinos and residents of _____, hereinafter referred to as the HEIRS-DONORS:

- and -

_____, INC., a registered farmers' association with office at _____, herein represented by its Chairman _____, hereinafter referred to as the DONEE:

- WITNESSETH that -

WHEREAS, the HEIRS DONORS ARE THE SOLE HEIRS of the late _____ and _____ who died on _____, 19____ and _____, 19____, respectively at _____ without a will and debts;

WHEREAS, the said spouses left an estate consisting of a land and all improvements therein located at _____ known as Lot No. _____, _____, converted by OCT No. _____ containing an area of Five (5) Hectares, more of less, which property was purchased by them from _____ per Deed of Absolute Sale entered as Doc. No. _____, Page No. _____, Book No. _____, Series of _____ of Notary Public _____;

WHEREAS, the DONEE is a cooperative of the farmers in _____ needing a water impounding area for irrigation purpose and asked from the HEIRS-DONORS a portion of three (3) hectares of the above-described land to be used for water impounding project;

NOW THEREFORE, in consideration of the foregoing premises the HEIRS-DONORS, _____, _____, and _____, do hereby adjudicate and allot to themselves in equal undivided share of one-third (1/3) each of the whole of Lot No. _____, _____, converted by OCT No. _____ with

an area of Five (5) Hectares, more or less and as an act of liberality and civic duty, the HEIRS-DONORS do hereby give, transfer, ??? and donate PORTION of the above-stated land and all improvements therein to the DONEE described as follows:

Lot No. _____, _____, Psd _____ being _____, _____ meters from Corner 1, thence _____, _____ mts from Corner 2, thence _____, _____ mts from Corner 3, thence _____, _____ mts from Corner 4, thence _____, _____ mts from Corner 5, thence _____, _____ mts from Corner 6, thence _____, _____ meters from Corner 1, containing an area of _____ Square Meters.

The DONEE hereby accepts with thanks.

PRESIDENTIAL DECREE NO. 269

Chapter II - Electric Cooperatives

SEC. 15. Organization and Purpose. - Cooperative non-stock, non-profit membership corporations may be organized, and electric cooperative corporations heretofore formed or registered under the Philippine non-Agricultural Cooperative Act may as hereinafter provided be converted under this decree for the purpose of supplying, and of promoting and encouraging the fullest use of, service on area coverage basis at the lowest cost consistent with sound economy and the prudent management of the business of such corporations.

SEC. 16. Powers. - A cooperative is hereby vested with all powers necessary or convenient for the accomplishment of its corporate purpose and capable of being delegated by the President of the National Assembly when it comes into existence; and no enumeration of particular powers hereby granted shall be construed to impair any general grant of power herein contained, nor to limit any such grant to a power or powers of the same class as those so enumerated. Such powers shall include, but not be limited to, the power:

- (a) To sue and be sued in its corporate name;
- (b) To have existence for a period of fifty years;
- (c) To adopt a corporate seal and alter the same;
- (d) To generate, manufacture, purchase, acquire, accumulate and transmit electric power and energy, and to distribute, sell supply and dispose of electric energy to persons who are its members and to other persons not in excess of ten per centum of the number of its members; Provided, however, that a cooperative may furnish electric cold storage or processing plant service to

non-members without limitation; and **Provided, further,** that a cooperative which acquires existing electric facilities may continue service from such facilities without requiring such persons to become members, but such persons may become members upon such terms as may be prescribed in the cooperative's by-laws;

- (e) To assist persons to whom service is or will be supplied by the cooperative in wiring their premises and in acquiring and installing electrically powered appliances, equipment, fixtures and machinery for agricultural, commercial and industrial uses by the financing thereof otherwise, and in connection therewith to wire, or cause to be wired, such premises, and to purchase, acquire, lease as lessor, or lessee, sell, distribute, install and repair such electrically-powered appliances, equipment, fixtures and machinery;
- (f) To assist persons to whom service is or will be supplied by the cooperative in constructing, equipping, maintaining and operating electric cold storage or processing plants, by the financing thereof or otherwise;
- (g) To construct, purchase, lease as lessee, or otherwise acquire, and to equip, maintain, and operate, and to sell, assign, convey, lease as lessor, mortgage, pledge, or otherwise dispose of or encumber, electric transmission and distribution lines or systems, electric generating plants, lands buildings, structures, dams, plants and equipment, and any other real or personal property, tangible or intangible, which shall be deemed necessary, convenient or appropriate to accomplish the purpose for which the cooperative is organized;
- (h) To purchase, lease as lessee, or otherwise acquire, and to use, and exercise and to sell, assign, convey, mortgage, pledge or otherwise dispose of or encumber franchises, rights, privileges, licenses and easements;

- (i) To borrow money and otherwise contract indebtedness, and to issue notes, bonds, and other evidence and indebtedness, and to secure payment thereof by mortgage, pledge, or deed of trust of, or any other encumbrances upon, any or all of its then owned or after-acquired real or personal property, assets, franchises, or revenues; Provided, That any borrowing from, or any encumbering of properties as security in favor of, any lending sources other than the NEA shall require the prior approval of the NEA Administrator and has certification that such is in furtherance of the purposes and is consistent with the provision of this Decree, and that such borrowing and/or encumbering will not diminish the security of or of the ability of the cooperative to repay, any then-outstanding indebtedness of the cooperative to the NEA or any other lending source below the level of such security and ability were such additional borrowing not being undertaken;
- (j) To construct, maintain and operate electric transmission and distribution lines along, upon, under and across publicly owned lands and public thoroughfares, including, without limitation, all roads, highways, streets, alleys, bridges and causeways; Provided, that such shall not prevent or unduly impair the primary public uses to which such lands and thoroughfares are otherwise devoted;
- (k) To exercise the power of eminent domain in the manner provided by law for the exercise of such power by other corporations and distribution lines or systems;
- (l) To become a member of other cooperatives or Corporation or to own stock therein, provided such cooperatives or corporation are engaged in a business or activities of the cooperative, its members, its directors, or its employees;
- (m) To conduct its business and exercise its powers within or without the province or provinces in which it supplies service;
- (n) To adopt, amend and repeal by-laws;

- (o) To fix, maintain, implement and collect rates, fees, rent, tolls and other charges and terms and conditions for service; Provided, that by appropriate rules and regulations the NEA shall require that such shall be in furtherance of the purpose and in conformity with the provisions of this Decree; and
- (p) To do and perform any other acts and things, and to have and exercise any other powers which may be necessary, convenient or appropriate to accomplish the purpose for which the cooperative is organized.

SEC. 17. Name. - The name of a cooperative shall include the words "Electric" and "Cooperative", and the abbreviation "Inc.". The name of a cooperative organized under this Decree shall be distinct from the name of any other cooperative already organized or converted under this Decree. The foregoing requirement shall not apply to any cooperative which becomes subject to this Decree by complying with the provisions of Section 31.

SEC. 18. Incorporators. - Five or more persons, including cooperatives, may organize a cooperative in the manner hereinafter provided.

SEC. 19. Articles of Incorporation. - The articles of incorporation of a cooperative shall recite that they are executed pursuant to this Decree and shall state: (a) the name of the cooperative; (b) the address of its principal office; (c) the names and addresses of the incorporators; and (d) the names and addresses of its original directors, who shall constitute the board until the election of the board by the members; and may contain any other provisions not inconsistent with this Decree that are deemed necessary or advisable for the conduct of its business. Such articles shall be signed by each incorporator and acknowledged by at least two of the incorporators (or on their behalf, if they are cooperative). It shall not be necessary to recite in the articles of incorporation the purpose for which the cooperative is organized or any of its corporate powers.

SEC. 20. By-Laws. - Unless reserved to the members in the articles of incorporation, the power to adopt and thereafter to amend or repeal by

laws, shall vest in and be exercised by the board, the affirmative votes of a clear majority of all directors in office, after due notice to all directors, being requisite for such purpose. The by-laws shall set forth the basic rights and duties of members and directors and may contain any other provisions for the regulation and management of the affairs of the cooperative not consistent with its articles of incorporation or this Decree.

SEC. 21. Members. - Each incorporator of a cooperative shall be a member thereof, but other persons may become members thereof unless such other persons agree to use services furnished by the cooperative when made available by it. Membership in a cooperative shall not be transferrable, except as provided in the by-laws. The by-laws may prescribe additional qualification and limitations with respect to membership.

The provision of any law or regulation to the contrary notwithstanding, an officer employee of the government shall be eligible for membership in any cooperative if he meets the qualifications therefore and he shall not be precluded from being elected to or holding any position therein, or from receiving such compensation or fee in relation thereto as may be authorized by-laws; Provided, that elective officers of the government, except barrio captains and councilors, shall be ineligible to become officers and/or directors of any cooperative. For this purpose, individual permission need not be obtained from the proper head of office; Provided, however, that this authority shall not be considered as a permit to the government officer or employee concerned to devote official time to the affairs of the cooperative.

SEC. 22. Meetings of Members.

- (a) An annual meeting of the members of a cooperative shall be held at such time and place as shall be provided in the by-laws.
- (b) Special meetings of the members may be called by the President, by the board, by any three directors, or, unless a smaller number or percentage be prescribed in the by-laws, by not less than 100 members or five percentum of all members, whichever shall be

lesser.

- (c) Except as otherwise provided in this DEcree and unless otherwise provided for in the by-laws, written or printed notice stating the time and place of each meeting of the members and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to each member, either personally or by mail, not less than ten days nor more than twenty-five days before the date of the meeting. If mailed, such notice shall be deemed to be given when deposited in the Philippine mail with postage prepared, addressed to the member at his address as it appears on the records of the cooperative.
- (d) Unless the by-laws prescribed the presence of a greater or lesser percentage or number of the members for such purpose, a quorum for the transaction of business at all meetings of the members of a cooperative having not more than 1,000 members shall be five per centum of all members, present in person, and of a cooperative having more than 1,000 members shall be five per centum of all members or 100, whichever is lesser, present in person. If less than a quorum is present at any meeting, a majority of those present in person may adjourn the meeting from time to time without further notice.
- (e) Each member shall be entitled to one vote of each matter submitted to a vote, at a meeting of the members. Voting shall be non-cumulative and in person, but if the by-laws so provide, may also be by mail or by proxy.

SEC. 23. Waiver of Notice. - Any person entitled to notice of a meeting may waive notice in writing either before or after such meeting; however, his attendance shall constitute a waiver of notice of such meeting, unless such person participates therein solely object to the transaction of any business because the meeting has not been legally called or convened.

SEC. 24. Board of Directors.

- (a) The business of a cooperative shall be managed by a board of not less than five directors, each of whom shall be member of the cooperative or of another which is a member thereof. The by-laws shall prescribe the number of directors, their qualifications other than those prescribed in this Decree, the manner of holding meetings of the board and of electing successors to directors who shall resign, die or otherwise be incapable of acting. The by-laws may also provide, for the removal of directors from office and for the election of their successors. Directors shall not receive any salaries for their services such as and, except in emergencies, shall not receive any salaries for their services to the cooperative in any other capacity without the approval of the members. The by-laws may, however, prescribe a fixed fee for attendance of each meeting of the board and may provide for reimbursement of actual expenses of such attendance of any other actual expenses incurred in the due performance of a director's duties.
- (b) The directors of a cooperative named in any articles of incorporation, consolidation, merger or conversion shall hold office until the next annual meeting of the members and until their successors are elected and qualified. At each annual meeting of in, in case of failure to hold the annual meeting as specified in the by-laws, at a special meeting called for that purpose, the members shall elect directors to hold office until the next annual meeting of the members, except as otherwise provided in this decree. Each director shall hold office for the term for which he is elected and until his successor is elected and qualifies.
- (c) Instead of electing all the directors annually, the by-laws may provide that each year half of them or one third of them, or a number as near thereto as possible, shall be elected on a staggered term basis to serve two-year terms or three-year terms, as the case may be.