

WATER MANAGEMENT ALLIANCE

CONSORTIUM MANAGEMENT COMMITTEE

TERMS OF REFERENCE

WATER MANAGEMENT ALLIANCE

15/05/2008

The WMA Member Boards have delegated authority to the Consortium Management Committee to take certain decisions on their behalf, as set out in the Consortium Agreement dated 15 May 2008. These terms of reference set out the nature and extent of this decision making. They also explain how these decisions are made.

Consortium Management Committee Terms of Reference

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Consortium Management Committee Terms of Reference

Role of the Joint Management Committee

The Consortium Management Committee (herein after referred to as the “CMC”) shall develop an integrated central administration for the Member Boards in order to reduce costs, increase influence and strengthen their organisations in a consortium to be known as the “Water Level Management Alliance” or such other name as may be agreed from time to time by all of the Member Boards, on the terms set out in the Consortium Agreement dated 15 May 2008.

Delegated authority from the Member Boards

The Member Boards have delegated authority to the Consortium Management Committee by statutory resolution to take the following decisions, in accordance with the Consortium Agreement dated 15 May 2008, subject always to the exceptions reserved to each Board in its schedule of reserved matters. For the avoidance of doubt as to whether the Member Boards have the statutory power to share administrative, professional or technical services, express powers have since been afforded to IDBs by virtue of section 11(5) of the Land Drainage Act 1991, following introduction of the Flood and Water Management Act 2010:

1. To control and direct the shared employees¹, who provide administrative support services to the Board and deal with all employment issues relating to the shared employees.
2. To administer and procure contracts for shared services which the Boards receive, as members of the Water Management Alliance Consortium.
3. To manage shared assets, as defined in the Consortium Agreement (which, for the avoidance of doubt excludes the offices at Marsh Reeves, Kettlewell House and Ludham).
4. To duly authorise each Board’s three representatives on this Joint Committee to take decisions on their behalf, as mandated from time to time by the Boards.

¹ Those employees who are shared with other WMA Member Boards, as defined in the Consortium Agreement.

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5. To take decisions on any related matter that the Boards may reasonably determine from time to time by resolution, subject to the exceptions reserved to the Boards in their schedule of reserved matters.

Membership of the Committee

The CMC shall comprise three representatives from each Member Board:

Broads (2006) IDB: 3
East Suffolk IDB: 3
King's Lynn IDB: 3
Norfolk Rivers IDB: 3
South Holland IDB: 3

Each Member Board shall elect from its membership its representatives to serve on the CMC for a term of three years commencing 1 April 2008 and tri-annually thereafter. Member Boards can remove their representatives serving on the CMC and appoint new representatives at any time by resolution of the Member Board (but so that the total number of any Member Board's representatives shall not exceed three at any one time). Notice of such appointment or removal shall be given in writing to the CMC and will take effect upon receipt at the Central Office.

All representatives shall be eligible for re-election at the end of any three year term.

Any casual vacancy that arises among the representatives shall be filled by the appropriate Member Board as soon as practicable after the occurrence of the vacancy and notice in writing of such appointment shall be given to the CMC at the Central Office.

Chairman and Vice-Chairman of the Committee

The representatives on the CMC shall elect from their number a Chairman and Vice Chairman who shall hold office for a period of one year from 1 April in each year.

The position of Chairman shall rotate between the Member Boards every year, unless otherwise agreed by the CMC.

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The Vice Chairman shall act as Chairman when the Chairman is unable to attend a CMC meeting or is otherwise unable to represent the CMC.

If any casual vacancy occurs in the office of Chairman, the Committee shall as soon as it conveniently can after the occurrence of such a vacancy, choose someone of their number to fill such vacancy.

If the Chairman of the Committee is not present at a Committee meeting, the Members of the Committee shall elect someone of their number to be Chairman of the meeting.

Voting entitlement

Notwithstanding that each Member Board may have three representatives each Member Board (and therefore its representatives collectively) shall have one vote and only those decisions where at least 4 out of the 5 Member Boards vote in favour of the motion shall be binding on all of the Member Boards (the Chairman shall not have a casting vote).

If the representatives of a Member Board cannot agree on how to cast their vote, then such Member Board shall have rendered itself incapable of voting on the issue and will be deemed to have abstained.

The Member Boards (and therefore their representatives) cannot vote by proxy.

Quorum

No business shall be transacted at any meeting of the CMC unless at least one representative from any four Member Boards is present. Each Member Board shall procure that at least one of its representatives shall attend every meeting of the CMC.

Number of meetings per year

The representatives on the CMC shall meet at such dates and times as they decide but at least four meetings shall be held annually (the “Scheduled Meetings”). Additional meetings can be convened by any one of the Member Boards, the CMC Chairman or the CMC Vice Chairman (the “Special Meetings”).

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All Members attending meetings of the Committee shall sign an attendance register.

Notice, Minutes and Meeting Reports

A minimum of seven days notice shall be given in writing in advance of all Scheduled Meetings, which will also include an agenda for each meeting, written minutes of the previous Committee meeting and whenever possible the relevant reports to be considered.

A minimum of forty-eight hours notice shall be given in writing in advance of all Special Meetings, which will also include an agenda for each meeting.

All proposals of a financial nature shall appear on the agenda for meetings of the Committee.

All notices, agenda, minutes and meeting reports shall be sent to the representatives of the Committee electronically unless otherwise requested.

At every meeting of the Committee the minutes of the previous meeting and any financial statements submitted at the previous meeting shall be taken as a true record subject to the correction of any mistakes omissions or inaccuracies, and the signature of the Committee Chairman shall be affixed thereto as confirming the same.

The minutes of all meetings of the CMC shall be recorded in writing and sent to each representative and each member of each Member Board together with any reports referred to in the minutes.

Attendance of Officers at Meetings

The Chief Executive shall always attend the Committee's Scheduled Meetings. However if he/she is unable to attend, their absence will not by itself invalidate the proceedings of such meetings.

Venue for meetings

All meetings of the Committee shall take place at the group's Central Office unless otherwise determined by the CMC Chairman.