

**BEFORE A HEARING PANEL CONSTITUTED BY  
NELSON CITY COUNCIL**

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*IN THE MATTER*

of an application by CCKV Maitahi  
Development Co LP and Bayview  
Nelson Limited for a plan change to the  
Nelson Resource Management Plan (Plan  
Change 28)

*IN THE MATTER*

of Part 5 and Schedule 1 of the Resource  
Management Act 1991

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**SUPPLEMENTARY STATEMENT OF EVIDENCE  
OF ANDREW SPITTAL**

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Applicant's Consultant:

Landmark Lile Limited  
PO Box 343  
Nelson 7040  
Attention: Mark Lile  
Email: [mark@landmarklile.co.nz](mailto:mark@landmarklile.co.nz)  
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Counsel acting:

**John Maassen**  
— BARRISTER —

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- [1] The Applicant's lawyers received the letter shown as **Attachment A** from Ms Gepp dated 11 July 2022 querying paragraph [179] of the Applicant's legal submissions talking about the stated objectives of the 'Save the Matai' (STM) group. I address that matter in this supplementary statement.
- [2] I attach as **Attachment B** (page 4 )the constitution of STM. Under the heading "Purposes" the primary purpose of the Society is to do the following:
- "To prevent residential subdivision in Kākā and Maitai Valleys, to promote the acquisition of the Kākā Valley as public reserve, including education, lobbying, Court proceedings and any other actions that may be required to achieve the purposes of the Society".*
- [3] I also attach as **Attachment C** the statement from Mr Haddon for STM talking about the campaign to Save the Matai and the fact that STM are *not negotiators or compromisers*.
- [4] Finally as **Attachment D** I attach a distributed publication by STM talking about its aspiration to create a regional reserve.

Dated 12 July 2022



Andrew Spittal

## Attachment A



**SALLY GEPP**

BARRISTER

To: CCKV Maitahi Development Co LP and Bayview Nelson Limited  
For: John Maassen

By email

11 July 2022

Dear John

**Private Plan Change 28**

1. I act for Save the Maitai Inc, a submitter on PPC28.
2. I refer to paragraph [179] of the Applicant's legal submissions which states:  
*STM's submission advances those objectives with the aim of precluding development potential to enable STM to later convince NCC to acquire the land below its intrinsic economic value.*
3. My client denies this baseless and prejudicial allegation.
4. I invite you to either:
  - a. Provide evidence of the factual foundation for the allegation, or explain how it is a reasonable inference from a factual foundation; or
  - b. Withdraw the allegation.
5. Please respond prior to the start of the PPC28 hearing on 13 July.

Yours sincerely

Sally Gepp  
Barrister

## Attachment B

# Constitution rules

*AB Mubhu.*

## Introductory rules

### Name

The name of the society is Save the Maitai Incorporated (in these **Rules** referred to as the '**Society**').

### Definitions

In these **Rules**, unless the context requires otherwise, the following words and phrases have the following meanings:

'**Act**' means the Incorporated Societies Act 1908 or any Act which replaces it (including amendments to it from time to time), and any regulations made under the Act or under any Act which replaces it.

'**Annual General Meeting**' means a meeting of the **Members** of the **Society** held once per year which, among other things, will receive and consider reports on the **Society's** activities and finances.

'**Associated Person**' means a person who:

- may obtain a financial benefit from any matter being dealt with by any **Member** (as a **Committee Member**, or in any **General Meeting**, or otherwise for the **Society**) where that person is the spouse, civil union partner, de facto partner, child, parent, grandparent, grandchild, or first cousin of that **Member**
- may have a financial interest in a person to whom any matter being dealt with by any **Member** (as a **Committee Member**, or in any **General Meeting**, or otherwise for the **Society**) relates
- is a partner, director, officer, board member, or trustee of a person who may have a financial interest in a person to whom any matter being dealt with by any **Member** (as a **Committee Member**, or in any **General Meeting**, or otherwise for the **Society**) relates
- may be interested in the matter because the **Society's** constitution so provides.

but no such **Member** shall be deemed to have any such interest:

- merely because that **Member** receives an indemnity, insurance cover, remuneration, or other benefits authorised under this Act; or

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- if that **Member's** interest is the same or substantially the same as the benefit or interest of all or most other members of the **Society** due to the membership of those members; or

- if that **Member's** interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence that **Member** in carrying out that **Member's** responsibilities under this Act or the **Society's** constitution; or

if that **Member** is an officer of a union and that **Member's** interest is merely as an employee that will benefit from the union acting in the ordinary course of promoting its members' collective employment interests.

**'Chair/President'** means the **Committee Member** responsible for, among other things, overseeing the governance and operations of the **Society** and chairing **General Meetings**.

**'Clear Days'** means complete days, excluding the first and last named days (for instance, excluding the date a Notice of meeting is posted or sent to Members and the date of the meeting).

**'Committee'** means the **Society's** governing body.

**'Committee Member'** means a member of the **Committee**, including the **Chair/President, Secretary** and **Treasurer**.

**'Deputy Chair/Vice President'** means the **Committee Member** elected or appointed to deputise in the absence of the **Chair/President**.

**'General Meeting'** means either an **Annual General Meeting** or a **Special General Meeting** of the **Society**.

**'Matter'** means (a) the **Society's** performance of its activities or exercise of its powers; or (b) an arrangement, agreement, or contract (a transaction) made or entered into, or proposed to be entered into, by the **Society**.

**'Member'** means a person properly admitted to the **Society** who has not ceased to be a member of the **Society**.

**'Notice'** to Members includes any notice given by post, courier or email; and the failure for any reason of any Member to receive such Notice or information shall not invalidate any meeting or its proceedings or any election.

**'Register of Interests'** means the register of interests of **Committee Members** kept under these **Rules**.

**'Register of Members'** means the register of **Members** kept under these **Rules**.

**'Rules'** means the rules in this document.

**'Secretary'** means the **Committee Member** responsible for, among other things, keeping the **Register of Members**, the **Register of Interests**, and recording the minutes of **General Meetings** and **Committee** meetings.

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**'Special General Meeting'** means a meeting of the **Members**, other than an **Annual General Meeting**, called for a specific purpose or purposes.

**'Treasurer'** means the **Committee Member** responsible for, among other things, overseeing the finances of the **Society**.

## Purposes

The primary purposes of the **Society** are to:

- To prevent residential subdivision in Kaka and Maitai Valleys and to promote the acquisition of the Kaka Valley as public reserve, including education, lobbying, court proceedings and any other actions that may be required to achieve the purposes of the society.

The **Society** must not operate for the purpose of, or with the effect of:

- any **Member** of the **Society** deriving any personal financial gain from membership of the **Society**, other than as may be permitted by law, or
- returning all or part of the surplus generated by the **Society's** operations to **Members**, in money or in kind, or
- conferring any kind of ownership in the **Society's** assets on **Members**

but the **Society** will not operate for the financial gain of **Members** simply if the **Society**:

- engages in trade,
  - for matters that are incidental to the purposes of the **Society**, pays a **Member** of the **Society** that is a body corporate that is not, or are the trustees of a trust that are not, carried on for the private pecuniary profit of any individual,
  - reimburses a **Member** for reasonable expenses legitimately incurred on behalf of the **Society** or while pursuing the **Society's** purposes,
  - provides benefits to members of the public or of a class of the public and those persons include **Members** or their families,
  - pays a **Member** a salary or wages or other payments for services to the **Society** on arm's length terms (terms reasonable in the circumstances if the parties were connected or related only by the transaction in question, each acting independently, and each acting in its own best interests; or are terms less favourable to the Member than those terms),
  - pays any **Member** interest at no more than current commercial rates on loans made by that **Member** to the **Society**, or
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- provides a **Member** with incidental benefits (for example, trophies, prizes, or discounts on products or services) in accordance with the purposes of the **Society**.

No **Member**, or **Associated Person**, is allowed to take part in, or influence any decision made by the **Society** in respect of payments to, or on behalf of, the **Member** or **Associated Person** of any income, benefit, or advantage.

Any payments made to a **Member** or **Associated Person** must be for goods and services that advance the charitable purpose and must be reasonable and relative to payments that would be made between unrelated parties.

## **Act and Regulations**

Nothing in this Constitution authorises the **Society** to do anything which contravenes or is inconsistent with the Statute, any regulations made under the Statute, or any other legislation.

## **Registered office**

The Registered Office of the **Society** shall be at such place in New Zealand as the **Committee** from time to time determines, and changes to the Registered Office shall immediately be notified to the Registrar of Incorporated Societies in a form and as required by the Statute.

## **Power to borrow money**

The **Society** may operate a bank account, and accept grants and donations. The President, Vice President and Treasurer shall have access to and administer the bank account as required.

## **Other powers**

In addition to its statutory powers, the **Society**:

- may use its funds to pay the costs and expenses to advance or carry out its purposes, and to employ or contract with such people as may be appropriate, and
  - may invest in any investment in which a trustee may lawfully invest.
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## **Members**

### **Minimum number of members**

The **Society** shall maintain the minimum number of **Members** required by the **Act**.

### **Becoming a member: consent**

Every applicant for membership must consent in writing to becoming a **Member**.

### **Becoming a member: process**

An applicant for membership must be nominated by two **Members** in writing or verbally, as required by the **Committee**.

The **Committee** may accept or decline an application for membership. The **Committee** must advise the applicant of its decision (but is not required to provide reasons for that decision).

### **Obligations and rights**

Every **Member** shall provide the **Society** with that **Member's** name and contact details (including postal address, telephone number(s), and any email address) and promptly advise the **Society** of any changes to those details.

Membership does not confer on any **Member** any right, title, or interest (legal or equitable) in the property of the **Society**.

### **Other obligations and rights**

All **Members** (including **Committee Members**) shall promote the interests and purposes of the **Society** and shall do nothing to bring the **Society** into disrepute.

A **Member** is only entitled to exercise the rights of membership (including attending and voting at **General Meetings**, accessing or using the **Society's** premises, facilities, equipment and other property) if all subscriptions and any other fees have been paid to the **Society** by due date, but no **Member** or Life **Member** is liable for an obligation of the **Society** by reason only of being a **Member**.

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The **Committee** may decide what access or use **Members** may have of or to any premises, facilities, equipment or other property owned, occupied or otherwise used by the **Society**, including any conditions of and fees for such access or use.

### **Subscriptions and fees**

The annual subscription and any other fees for membership for the then current financial year shall be set by resolution of a **General Meeting** (which can also decide that payment be made by periodic instalments).

Any **Member** failing to pay the annual subscription (including any periodic payment), any levy, or any capitation fees, within 1 calendar month(s) of the date the same was due for payment shall be considered as unfinancial and shall (without being released from the obligation of payment) have no membership rights and shall not be entitled to participate in any **Society** activity or to access or use the **Society's** premises, facilities, equipment and other property until all the arrears are paid. If such arrears are not paid within 2 months of the due date for payment of the subscription, any other fees, or levy the **Committee** may terminate the **Member's** membership (without being required to give prior notice to that **Member**).

### **Ceasing to be a member**


A **Member** ceases to be a **Member**:

- on death (or if a body corporate on liquidation or if a partnership on dissolution of the partnership), or
- by resignation from that **Member's** class of membership by notice to the **Secretary**, or
- on termination of a **Member's** membership following a dispute resolution process under these **Rules**.

with effect from the death of the **Member** or the date of receipt by the **Secretary**, or any subsequent date stated in the notice of resignation, or termination of membership following a dispute resolution process under these **Rules**.

### **Obligations on resignation**

A **Member** who resigns or whose membership is terminated under these **Rules**:

- 
- remains liable to pay all subscriptions and other fees to the **Society's** next balance date,
  - shall cease to hold himself or herself out as a **Member** of the **Society**, and
  - shall return to the **Society** all material provided to **Members** by the **Society** (including any membership certificate, badges, handbooks and manuals).
  - shall cease to be entitled to any of the rights of a **Society Member**.

### **Becoming a member again**

Any former **Member** may apply for re-admission in the manner prescribed for new applicants, and may be re-admitted only by resolution of the **Committee**.

However, if a former **Member's** membership was terminated following a dispute resolution process, the applicant may be re-admitted only by a **General Meeting** on the recommendation of the **Committee**.

### **General meetings**


#### **Annual General Meetings**

An **Annual General Meeting** shall be held once a year in May on a date and at a location determined by the **Committee** and consistent with any requirements in the **Act**, and the **Rules** relating to the procedure to be followed at **General Meetings** shall apply.

#### **Special General Meetings**

**Special General Meetings** may be called at any time by the **Committee** by resolution. The **Committee** must call a **Special General Meeting** if the **Secretary** receives a written request signed by at least 10 per cent of **Members**. Any resolution or written request must state the business that the **Special General Meeting** is to deal with.

The **Rules** relating to the procedure to be followed at **General Meetings** shall apply to a **Special General Meeting**, and a **Special General Meeting** shall only consider and deal with the business specified in the **Committee's** resolution or the written request by **Members** for the Meeting.



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## Procedure

The **Committee** shall give all **Members** at least 10 **Clear Days'** Notice of any **General Meeting** and of the business to be conducted at that **General Meeting**.

The **General Meeting** and its business will not be invalidated simply because one or more **Members** do not receive the **Notice**.

All **Members** may attend, speak and vote at **General Meetings**:

- in person, or
- by a signed original written proxy (an email or copy not being acceptable) in favour of some individual entitled to be present at the meeting and received by, or handed to, the **Secretary** before the commencement of the **General Meeting**, or
- No other proxy voting shall be permitted.

No **General Meeting** may be held unless at least 10 percent of eligible **Members** attend. This will constitute a quorum.

If, within half an hour after the time appointed for a meeting a quorum is not present, the meeting – if convened upon request of **Members** – shall be dissolved; in any other case it shall stand adjourned to a day, time and place determined by the **Chair/President** of the **Society**, and if at such adjourned meeting a quorum is not present those present in person or by proxy shall be deemed to constitute a sufficient quorum. Any decisions made when a quorum is not present are not valid.

- **General Meetings** may be held at one or more venues using any real-time audio, audio and visual, or electronic communication that gives each member a reasonable opportunity to participate.

## Minutes

Minutes must be kept by the **Secretary** of all **General Meetings**.

## Committee

### Composition

The **Committee** will consist of 3 or 4 **Committee Members** who are:

- **Members**; and
- natural persons; and

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- not disqualified by these **Rules** or the **Act**.

The **Committee** will include:

- a **Chair/President**,
- a **Deputy Chair/Vice President**,
- a **Secretary** and a **Treasurer**, who may be the same person

## **Election or appointment**

The election of **Committee Members** shall be conducted as follows

- Committee Members** shall be elected during **Annual General Meetings**. However, if a vacancy in the position of any **Committee Member** occurs between **Annual General Meetings**, that vacancy shall be filled by resolution of the **Committee** (and any such appointee must, before appointment, supply a signed consent to appointment and a certificate that the nominee is not disqualified from being appointed or holding office as a **Committee Member** by these **Rules** or the **Act**).
- A candidate's written nomination, accompanied by the written consent of the nominee (who must be a financial member) with a certificate that the nominee is not disqualified from being appointed or holding office as a **Committee Member** by these **Rules** or the **Act**, shall be received by the **Secretary** at least **5 (five) Clear Days** before the date of the **Annual General Meeting**. If there are insufficient valid nominations received, further nominations may be received from the floor at the **Annual General Meeting**.
- Votes shall be cast in such a manner as the person chairing the Meeting determines. In the event of any vote being tied, the tie shall be resolved by the incoming **Committee** (excluding those in respect of whom the votes are tied).
- Two **Members** (who are not nominees) or non-**Members** appointed by the **Chair/President** shall act as scrutineers for the counting of the votes and destruction of any voting papers.
- The failure for any reason of any financial **Member** to receive such **Notice** shall not invalidate the election.
- In the event of any vote being tied, the tie shall be resolved by the incoming **Committee** (excluding those in respect of whom the votes are tied).

## **Records**

## **Register of members**

The **Secretary** shall keep an up-to-date **Register of Members**, recording for each **Member** their name, contact details, the date they became a **Member**, and any other information required by these **Rules** or prescribed by Regulations under the **Act**.

## **Finances**

### **Control and management**

The funds and property of the **Society** shall be:

- controlled, invested and disposed of by the **Committee**, subject to these **Rules**, and
- devoted solely to the promotion of the purposes of the **Society**.

The annual financial accounts are to be reviewed and approved by a member of the society who is not an officer holder.

### **Balance date**

The **Society's** financial year shall commence on 1/4 of each year and end on 31/3 (the latter date being the **Society's** balance date).

## **Winding up**

### **Surplus assets**

If the **Society** is wound up, or liquidated, or removed from the Register of Incorporated Societies, no distribution shall be made to any **Member**.

On the winding up or liquidation or removal from the Register of Incorporated Societies of the **Society**, its surplus assets after payment of all debts, costs and liabilities shall be vested in **Friends of the Maitai**.

However, on winding up by resolution under this rule, the **Society** may approve a different distribution to a different entity from that specified above, so long as the **Society** complies with these **Rules** in all other respects.

## Alterations to the Rules

### Amending these Rules

The **Society** may amend or replace these **Rules** at a **General Meeting** by a resolution passed by a simple majority of those **Members** present and voting.

Any proposed motion to amend or replace these **Rules** shall be signed by at least 10 per cent of eligible **Members** and given in writing to the **Secretary** at least 10 **Clear Days** before the **General Meeting** at which the motion is to be considered, and accompanied by a written explanation of the reasons for the proposal.

At least 7 **Clear Days** before the **General Meeting** at which any amendment is to be considered the **Secretary** shall give to all **Members** notice of the proposed motion, the reasons for the proposal, and any recommendations the **Committee** has.

When an amendment is approved by a **General Meeting** it shall be notified to the Registrar of Incorporated Societies in the form and manner specified in the **Act** for registration, and shall take effect from the date of registration.

### Other

#### Common seal

The common seal of the **Society** must be kept in the custody of:  
the **Secretary**

The common seal may be affixed to any document:

- a. by resolution of the **Committee**, and must be countersigned by two **Committee Members** or by one **Committee Member** and: the **Secretary**
- b. by such other means as the **Committee** may resolve from time to time.



## Attachment C

## About Save the Maitai

SAVE THE MAITAI | Facebook

facebook.com/groups/610138579607814


facebook

Email or phone

Password

Log In

Forgotten account?

**Tony Haddon** updated the description.  
10 July 2020 · 3

We are now known as Save the Maitai.  
This is to simplify the name, and remove confusion, make it easier to find  
The campaign will be known as "Campaign to Save the Maitai"  
We apologise for the chopping and changes, we're trying to simplify and fine tune, realising that we will probably be here for a while.  
Please go to [www.KAKA.NZ](http://www.KAKA.NZ) for full description. Work has started on a Campaign to Save the Maitai website.  
This group is for people who oppose the proposed subdivision full stop.  
We are not negotiators or compromisers .

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Like

Comment

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About

Welcome folks to the home of Save the Maitai Inc. We are dedicated to stopping the residential subdivision of the Kaka stream area of the Maitai Valley.  
Please go to [www.savethemaitai.nz](http://www.savethemaitai.nz) for location, background info and links.  
Whilst we welcome conversations for people to gain an understanding of the issues, we do not seek compromise on our vision of Maitai, Kaka Valley.  
. See less

Public

Anyone can see who's in the group and what they post.

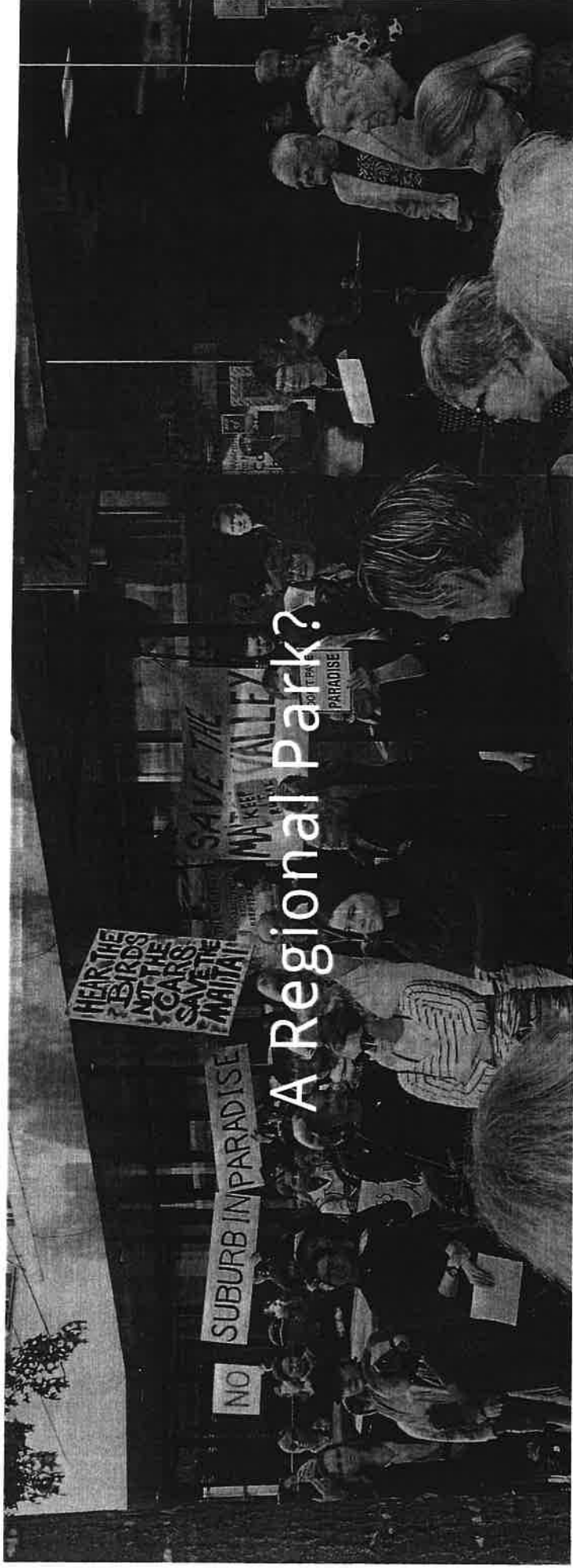
Visible

Anyone can find this group.

Nelson, New Zealand

General

## Attachment D



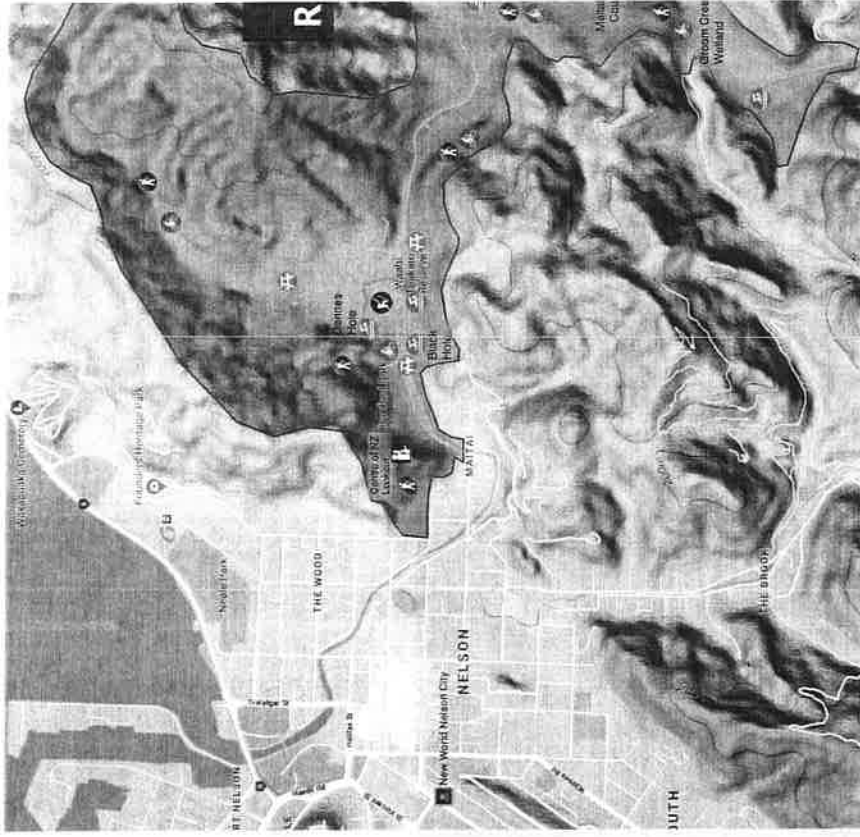
## Maitai Regional Park

The threat posed to the Maitai Valley by the possible development of 842 houses gives urgency to the need to protect the valley for current and future generations. The surest way to achieve this aim is to establish a regional park throughout much of the Maitai Valley, including the areas earmarked for housing subdivisions (currently Kaka Valley and Orchard Flats).

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## Where

Imagine a regional park right next to our CBD, extending from the current urban/rural divide (i.e., the turnoff from Nile Street onto Maitai Valley Road) and encompass the Centre of NZ, Botanical Reserve and sports field, Branford Park, Hanby Park, Hanby Trails, Black Hole, Dennes Hole, Maitai Cricket Ground, Kaka Valley, Waahi Taakaro Reserve, Orchard Flats, Waahi Taakaro Golf Course, Sharlands Creek Mountain Bike Park, and the Maitai Valley Motor Camp.



## Benefits of the park

- Improve biodiversity and conservation
- Improve the health of the Maitai River
- Support the mental and physical health of users of the park

## Enjoyment of the park

The park would also ensure the following activities could continue to be enjoyed by all Nelsonians without the threat of suburban sprawl and resulting traffic, noise, pollution, urban infrastructure, and loss of scenic value:

- Complement the work of existing groups such as Friends of the Maitai and Project Maitai
- Link existing recreation areas such as Centre of NZ and Branford Park
- Secure the area for future generations
- Establish a green corridor along the Maitai River
- Provide a Tourism drawcard -- an iconic and marketable feature of the region

#### A Regional Park? - Save the Maitai

- Swimming
- Mountain bike trails and jump track
- Cycling
- Running
- Walking
- Picnicking
- Dog walking
- Sport events (e.g. school cross country, duathlons, orienteering)
- Socialising
- Sightseeing/scenery
- Photography
- School trips
- Festivals

