

# CONSTITUTION OF THE KAPITI ECOLOGICAL RESTORATION MAINTENANCE TRUST INCORPORATED

## 1 NAME

The name of the Society shall be

- 1.1 KAPITI ECOLOGICAL RESTORATION MAINTENANCE TRUST INCORPORATED, an incorporated charitable society [ Number [ ] ]

## 2 INTERPRETATION

In this constitution the following terms shall have the following meanings:-

- 2.1 “Approved Sites” means areas of land in the Kapiti District where planting or restoration work has been carried out.
- 2.2 “Chairperson” means the chairperson of the Team from time to time.
- 2.3 “Community” means the residents of the Kapiti District.
- 2.4 “District” means the area administered by the Kapiti Coast District Council from time to time.
- 2.5 “Financial Year” means 1 July in any year to the next following 30 June.
- 2.6 “General Meeting” means an annual general meeting, or a special general meeting, each as more particularly referred to in Clause 8.
- 2.7 “Interest Groups’ Meeting” means a meeting of the Voluntary Ecological and Environmental Interest Groups which are involved in Approved Sites’ activities which meeting has been held in accordance with Clause 9.2.2.
- 2.8 “Person” includes living individuals, bodies corporate, and incorporated or unincorporated societies or any other entity where the context requires.
- 2.9 “Service Clubs” means Rotary Clubs, Lions Clubs and any other groups that shall be formally recognised by the Team.
- 2.10 “Society” means the Kapiti Ecological Restoration Maintenance Trust.
- 2.11 “Team” means the management team formed from time to time in accordance with Clause 9 of these rules.
- 2.12 “Territorial Authorities” means the Kapiti Coast District Council and its successors and Wellington Regional Council and its successors.

- 2.13 “Voluntary Ecological and Environmental Interest Groups” means groups with interests in ecological and / or environmental matters that have been formally recognised by the Team in the Registration Process.
- 2.14 Words importing the singular number also include the plural number and vice versa.
- 2.15 A reference to a statute or the strategies referred to in clause 4.1 includes all regulations under, and amendments to, that statute or strategy passed in substitution for that statute or strategy or incorporating any of its provisions to the extent that they are incorporated.
- 2.16 Clause headings are for reference purposes only and do not affect interpretation of this constitution or the rules referred to in clause 16 .

### **3 MISSION STATEMENT**

The aim of the Society is to manage the maintenance of Approved Sites within the District which have been restored with native species, by planning, contracting, and supervising appropriate services (weed control, pruning, spraying etc) so as to support the restoration work of Voluntary Ecological and/or Environmental Interest Groups and the Territorial Authorities, and enhance the life of the Community.

### **4 PRINCIPLES AND OBJECTIVES**

The Society shall:

- 4.1 Operate in accordance with:
- 4.1.1 Waikanae River Environmental Strategy - March 1999
  - 4.1.2 A Strategy for Restoring the Waikanae River Corridor’s Indigenous Ecological Values - October 1999
  - 4.1.3 Management plans and / or ecological and / or environmental plans as may be produced and / or approved from time to time by the Territorial Authorities
  - 4.1.4 Be ethnically and culturally sensitive and accepting of all people.
  - 4.1.5 Support the spirit of the Treaty of Waitangi and work in partnership with Tangata Whenua.
- 4.2 Provide planning, contracting and supervision services for the maintenance of Approved Sites.
- 4.3 Protect native species at Approved Sites from pest plants and animals so that they are able to grow to maturity

- 4.4 To work in cooperation with community based groups that have objectives consistent with those of the Society
- 4.5 Liaise with, and gain the support of community based service organisations for creating sites which meet the criteria to become Approved Sites
- 4.6 Encourage community based service organisations to raise funds to further the charitable objectives of the Society
- 4.7 Effectively manage resources
- 4.8 Ensure that the Society acts in a manner that reflects its obligation to the Community, its accountability and its financial responsibility.
- 4.9 Do such other things which will further the charitable objectives of the Society.

## **5 AREA**

The Society shall only operate within the Kapiti District.

## **6 MEMBERSHIP**

6.1 The membership of the Society shall consist of Ordinary Members:

6.1.1 The minimum number of members shall be 15

6.1.2 Any Person wishing to become a member of the Society shall apply to the Society for membership which shall be the subject of a vote at the next General Meeting and subject to that vote being passed that Person agrees to be bound by the constitution and rules of the Society and to pay the annual subscription (if any) prevailing at the time.

6.1.3 Any Person appointed to the Team by the Territorial Authorities shall automatically become an ordinary member of the Society but shall not then be required to pay any subscription during the term of appointment.

6.2 Membership Fees

The Society at its annual General Meeting may impose a membership fee and set the level thereof. Any membership fee shall be payable in advance.

6.3 Register of Members

The Society, through the Team, shall keep a register of all members containing their names, addresses and telephone numbers.

## **7 TERMINATION OF MEMBERSHIP**

A Person shall cease to be a member of the Society:

- 7.1 By delivering a resignation in writing to the Society or having failed to pay any annual subscription due from the Person for a period of more than one month
- 7.2 If, in the opinion of a majority of Society members present at a duly constituted meeting of the Society a member is acting or engaged in conduct likely to be prejudicial to the interests of the Society and the meeting resolves by a simple majority to terminate that member's membership then such member shall be advised of that decision and membership of such member shall be terminated with effect from the date the resolution is passed. Such member shall be advised of the meeting 14 days in advance and given the opportunity to put their case before the vote is taken.
- 7.3 If the member whose membership is terminated is not present at the meeting a termination notice shall be posted to the member at that member's last known address. No reason for termination need be given in the notice. Any such termination shall not release the member from payment of any unpaid subscriptions or other obligations to the Society incurred during membership.

## **8 GENERAL MEETINGS**

### **8.1 Annual General Meetings**

- 8.1.1 There shall be an annual General Meeting of the Society held each year not later than six (6) months after the end of the preceding Financial Year.
- 8.1.2 The date of the annual General Meeting shall be established by the Team.
- 8.1.3 At least twenty-one (21) days notice of the annual General Meeting shall be given, by publication in the Kapiti Observer newspaper or if that newspaper shall cease to be published by such other means as may be agreed by the Team from time to time.

### **8.2 The business of the annual General Meeting shall include the following:**

- 8.2.1 Presentation of the annual report, and audited or reviewed statement of accounts, for the preceding Financial Year.
- 8.2.2 Election of officers
- 8.2.3 Election of Team representative
- 8.2.4 Such general business included in the notice

### **8.3 The notice of the annual General Meeting shall include the following:**

- 8.3.1 Advance notice of positions open to election
- 8.3.2 Statement of eligibility or persons for election

- 8.3.3 Invitation to persons to express interest in posts or nominate others to positions
- 8.3.4 Declaration that if more than one person is nominated for a post there shall be a vote taken at the meeting
- 8.3.5 Announcement of the names of the members of the Team

#### 8.4 Special General Meeting

- 8.4.1 Special General Meetings of the Society may be called at any time by the Team. It shall also be possible for a Special General Meeting to be held on the written request of not less than three (3) members of the Team or not less than twelve (12) members of the Society. Notice should be sent to the Chairperson stating reasons for the meeting.
- 8.4.2 Fourteen (14) days notice of any special General Meeting shall be given by publication in the Kapiti Observer newspaper or if that newspaper shall cease to be published by such other means as may be agreed by the Team from time to time.
- 8.4.3 Notice of a special General Meeting shall include the reason(s) for calling the meeting, and the business to be dealt with at such a meeting shall be limited to the matters stated in the notice.

## 8.5 Meeting Procedure

- 8.5.1 All meetings shall be chaired by the Chairperson or in the Chairperson's absence by the deputy chairperson of the Team.
- 8.5.2 Voting shall be by voices or a show of hands or, at the discretion of the chair, by a voting paper.
- 8.5.3 Each member is entitled to one (1) vote with the Chairperson entitled to an additional (casting) vote in the event of a tied vote
- 8.5.4 The quorum for all General Meetings shall be a minimum of eight (8) members personally present.
- 8.5.5 No business shall be transacted at any meeting unless a quorum is present at the start of the meeting.
- 8.5.6 If within half an hour from the time appointed for a General Meeting a quorum of members is not present, the meeting shall be adjourned to some convenient time and place as is determined by a majority of the members then present.
- 8.5.7 If the numbers present at a meeting falls below eight (8) during the meeting the meeting shall adjourn for half an hour or until the numbers required to make a quorum are present. If within the half hour adjournment a quorum of members is not achieved the meeting shall be adjourned to some convenient time and place as is determined by a majority of the members then present.
- 8.5.8 The provisions of clauses 8.5.5 to 8.5.7 inclusive shall not apply to any General Meeting called in contemplation of the matters referred to in clause 19.
- 8.5.9 Minutes of all General Meetings shall be made, including a record of all decisions reached. The minutes shall be made available to any member of the Society on request.

## 9 STRUCTURE OF THE SOCIETY

- 9.1 Until the end of the first annual General meeting held after 30 June 2008 the Society shall be governed by an inaugural Team comprising:

Chairperson	John Topliff
Deputy Chairperson	John McLachlan
Judy Driscoll	
Graham Petterson (representing ordinary members)	

The inaugural Team shall appoint a secretary and a treasurer and invite participation in the inaugural Team by:

One (1) Kapiti Coast District Councillor  
One (1) Wellington Regional Council Councillor

The inaugural Team shall have and be subject to all the rights powers obligations and responsibilities of Team members

- 9.2 From the date of the first annual General Meeting held after 30 June 2008 the Society shall be governed by the Team comprising:
- 9.2.1 A Chairperson elected by the Team.
- 9.2.2 One (1) representative for each Approved Site who shall be appointed at an Interest Groups Meeting no earlier than fourteen (14) days before the annual General Meeting.
- 9.2.3 NOTE: In the event the representative is unable to attend a meeting of the Team, s/he shall agree beforehand with the Chairperson the name of an alternate representative for the Approved Site for that meeting
- 9.2.4 One (1) representative of the ordinary members of the Society appointed to the Team by election at the annual General Meeting
- 9.2.5 One (1) elected Councillor appointed to the Team by each of the Territorial Authorities if so appointed
- 9.2.6 In the event of termination of a Team member's appointment for any reason a replacement Team member shall be appointed by the Team for the remainder of the outgoing Team member's term at a specially convened Interests Group Meeting.
- 9.2.7 The Team shall have the power to form sub-committees with delegated authority to make decisions on specific matters. Each sub-committee shall consist of such number of Persons as shall be appointed from time to time by the Team. The term of appointment to any subcommittee shall terminate at the end of the annual General Meeting which next follows the date of appointment.
- 9.2.8 Following the first annual General Meeting held After 30 June 2008 the term of Team members' appointment to the Team shall be for three years provided that during the first three years, one-third of the Team shall stand down each year by lot.
- 9.2.9 Any member of the Team being absent for three (3) consecutive Team meetings shall, unless otherwise resolved by majority of the Team cease to be a member of the Team.

## 10 THE FUNCTIONS & RESPONSIBILITIES TEAM

- 10.1 The Team may, with or without the sanction of a General Meeting, but subject always to any direction given by resolution of a General Meeting, exercise for and on behalf of the Society all or any of the powers, authority, functions and discretions vested in the Society. These powers include the right:
- 10.1.1 To appoint a deputy chairperson from within the members of the Team.
  - 10.1.2 To appoint an auditor or reviewer for the purposes of clause 8.2 from within or outside the Team and such person need not be a member of the Society.
  - 10.1.3 To appoint a secretary and treasurer who will carry out functions as required by the Team. These appointments may be made from outside the Team and the offices of treasurer and secretary may be combined if the Team so decides.
  - 10.1.4 To purchase, lease, hire or otherwise acquire any real or personal property needed for the work of the Society.
  - 10.1.5 To let or hire or otherwise dispose of, or deal with any of the property or assets of the Society.
  - 10.1.6 To receive moneys, grants, gifts and other funds.
  - 10.1.7 To raise or invest money on such terms as may be thought appropriate.
  - 10.1.8 To enter into, or terminate any contract and agreement for any purpose within the power of the Society for the furtherance of its objectives.
  - 10.1.9 To employ staff to carry out its objectives and to remunerate them on such terms as are mutually agreed by the Team.
  - 10.1.10 To carry out policy set at the annual General Meetings.
  - 10.1.11 To ensure there is a proper record of all meetings of the Team, special General Meetings and annual General Meeting.
  - 10.1.12 To co-opt from time to time persons with special expertise to serve on the Team or any sub-committee upon such conditions as the Team may determine. Their appointments shall be reviewed annually at the first Team meeting following the annual General Meeting in each year.
  - 10.1.13 To do such things as are deemed necessary to further the objectives of the Society.
- 10.2 The Team shall approve Approved Sites according to the requirements set out in Schedule 1, Schedule 2 and Schedule 3.



10.2.1 The Team shall have power to enter into management agreements with the Territorial Authorities to manage their Approved Sites on such terms and conditions as may be agreed upon between the Territorial Authorities and the Team.

### 10.3 Meetings of the Team

10.3.1 The Team shall meet as necessary and at least three (3) times during a calendar year. A quorum for meetings of the Team shall not be less than three (3).

10.3.2 Notice of a Team meeting shall be given 14 days in advance

10.3.3 The Chairperson of the Team shall chair all meetings. In the absence of the Chairperson the deputy chairperson shall take the chair.

10.3.4 Voting shall be by voices, or a show of hands or, at the discretion of the chair by a voting paper.

10.3.5 Each member is entitled to one vote with the Chairperson entitled to an additional casting vote in the event of a tied vote.

## 11 FINANCE

11.1 All funds received by or on behalf of the Society shall be paid into the Society's bank account with Kiwi Bank (or if that bank shall cease to exist such other reputable New Zealand clearing bank as may be agreed by the Team from time to time) which will be opened by the Team following its first meeting.

11.2 All cheques and withdrawal slips drawn on the Society's account shall be signed by any two (2) of those persons designated by annual resolution of the Team.

11.3 The income and property of the Society shall be applied solely to further the aim, principles and objectives of the Society.

11.4 No income shall be paid or transferred directly or indirectly to members of the Society. This shall not prevent payment of reasonable remuneration to any member or employee of the Society for any services performed by them for the Society by agreement of the Team and ratified by a General Meeting.

11.5 The Society shall deliver annually to the Registrar of Incorporated Societies and where relevant the Charities Commission the annual accounts of the Society with an accompanying certificate signed by a member of the Team to the effect that the accounts have been submitted to, and approved by, the members of the Society at a General Meeting.

## **12 INDEMNITY OF MEMBERS AND EMPLOYEES**

12.1 No member or employee of the Society shall be liable for the acts, deeds, receipts, neglects or defaults of any other member or employee of the Society.

12.2 Save where otherwise invalid as a matter of general law, no member or employee of the Society shall be liable for any loss occasioned by an error of judgement or oversight on his or her part or for any other loss, damage or misfortune whatever which shall happen in the execution of any duties on behalf of the Society unless the same has been through his or her own wilful default, dishonesty or fraud.

## **13 COMMON SEAL**

The Society shall have a common seal.

13.1 The common seal of the Society shall be kept in the custody of the Chairperson of the Team.

13.2 The seal shall only be affixed to any document in pursuance of a resolution of the Team and/or the Society and in the presence of three (3) members of the Team.

## **14 REGISTERED OFFICE**

The registered office of the Society shall be registered at such place as the Team may from time to time determine. Due notice of every change of the registered office shall be given to the Registrar of Incorporated Societies and where relevant the Charities Commission.

## **15 RULES**

The Team may from time to time make amend or rescind the rules for the purposes of administration of the Society PROVIDED any such rule change does not conflict with any of the provisions of this Constitution.

## **16 ALTERATION TO CONSTITUTION**

- 16.1 This constitution may be altered, added to, or rescinded by a resolution to the extent permitted by law if passed by a majority of members present and able to vote at a General Meeting of the Society PROVIDED no addition to or alteration of the constitution shall be approved if it affects the matters referred to as clauses 3, clause18 & clause19.
- 16.2 Any proposed changes shall be included on the notice calling the General Meeting.
- 16.3 Any addition, alteration or rescission shall forthwith be registered with the Registrar of Incorporated Societies and where relevant the Charities Commission.

## **17 DISPUTES**

If a dispute arises at any time in respect of a matter which is not provided for in this Constitution or the rules, or any doubt exists as to the interpretation of the Constitution and rules or any other matter shall arise pertaining to the Society, its property or interests, the same shall be determined by the Team whose decision shall be conclusive and binding on all members.

## **18 PECUNIARY GAIN**

- 18.1 Save as provided in clause 18.2 no member shall derive any pecuniary gain within the meaning of the Incorporated Societies Act 1908 from the property or operations of the Society.
- 18.2 Although no member of the Society is to receive or participate in any direct personal benefit from the Society, the fact that he or she derives from the Society pecuniary gain by way of salary or grant, as a servant, agent or member of the Society, or derives personal gain to which he or she would be equally entitled if he or she were not a member of the Society, such payment shall not be deemed to be personal benefit under this clause.
- 18.3 All payments and direct personal benefit under Clause 18.2 must be always reasonable and proper.

## **19 WINDING UP / LIQUIDATION**

- 19.1 The Society may be put into liquidation in accordance with the Incorporated Societies Act 1908.
- 19.2 Twenty One (21) days notice of a General Meeting shall be called by advertisement inserted once in the Kapiti Observer newspaper or if that newspaper shall cease to be published by such other means as may be agreed by the Team from time to time. Every member present at the meeting shall have one vote. If within half an hour from the time appointed for such a meeting a quorum is not present, the members

represented may transact the business of that meeting as if they constituted a quorum.

- 19.3 In the event of the Society being put into liquidation, or its dissolution effected by any means whatever, and after payment of the Society's liabilities and expenses, the funds, property and assets of the Society shall devolve upon the Royal Forest & Bird Protection Society of New Zealand Incorporated or if that shall have ceased to exist its successor provided that it is charitable under the law of New Zealand or any Charitable Society with like objectives.

## SCHEDULE 1      **Registration by an Interest Group**

Registration is formal recognition by the Society of projects or like activities in the District with characteristics that are consistent with the objectives of the Society and which could lead to a site becoming an Approved Site, involving a voluntary ecological group, a particular environmental interest group, or a combination of such groups along with service clubs or other charities; achieved by discussion with all parties, including the Territorial Authorities.

The next step for an interest group is application for a Site Consent (see Schedule 2) where the relevant land affected is owned by the Territorial Authorities or application for a Site Approval (see Schedule 3) in all other cases.

## SCHEDULE 2      **Site Consent (approval to plant)**

Site Consent is the process of approval to plant native species granted by the Territorial Authorities to the Society or to any other voluntary ecological group, to a particular environmental interest group, or to a combination of such groups along with service clubs or other charities.

Planting of native species on any land owned by the Territorial Authorities shall require prior approval by them called a Site Consent.

A Site Consent will only be issued with the consent of the Territorial Authorities when the planting plans (timing, species, location, amount of voluntary effort etc) meet their agreed criteria and are consistent with wider obligations of the Territorial Authorities such as, but not limited to, flood management and funding priorities.

Applications for Site Consents are to be submitted to the Territorial Authorities by the Society for consideration by the Territorial Authorities.

Any requests for a Site Consent submitted direct to the Territorial Authorities will be referred to the Society before consideration by the Territorial Authorities.

Site Consents will be monitored by the Society for compliance with the terms of the original Application

### SCHEDULE 3      **Approval of a Site (Site Approval)**

Site Approval is the process whereby the Society assumes responsibility for maintenance of the Approved Site, according to an agreed schedule, and an Approved Site Member is appointed to the Team (see Clause 9.2.2 and Clause 10.1)

There are two distinctly different situations, namely  
The site existed before the incorporation of the Society  
The site has been created as a result of a Site Consent

Taking each of these in turn

Approval of a Site that existed before Incorporation of the Society

The group associated with a Site submits to the Society the following documentation:

A narrative description (the story) of the Site that spans the time period involved in its restoration and includes the philosophy involved in the restoration.  
A catalogue of the species involved in the restoration, their number and location  
The amount of voluntary effort that went into its creation  
The schedule of maintenance needed for the next three years  
The amount of voluntary effort that is expected to continue to be contributed  
The name of the member of the group who is willing to assume the responsibilities of a Site Manager and be appointed to the Team

Approval of Site which was subject to a Site Consent

The group associated with a Site submits to the Society the following documentation:  
The schedule of maintenance needed for the next three years  
The amount of voluntary effort that is expected to continue to be contributed  
The name of the member of the group who is willing to assume the responsibilities of a Site Manager and be appointed to the Team

Responsibilities of a Site Manager

Is first point of contact for all matters pertaining to the Site  
Inspects Site regularly and reports any public safety issues to the appropriate Territorial Authority (storm damaged tree branches that could fall etc)  
Defines and maintains a schedule of maintenance due  
next month  
next six months  
next year  
Reports maintenance done  
Certifies approval of payment to maintenance contractor  
Attends relevant meetings of the Team  
Liaises with ecological and environmental groups having interests in the Site