

**From:** [BDC Lgoima](#)  
**To:** [REDACTED]  
**Subject:** Official Information Request for Climate Adaptation Expenditure Ref: OIA 068/24 Response #1  
**Date:** Tuesday, 18 June 2024 4:39:01 pm  
**Attachments:** [231026 - Selection Committee Submission - BDC Community-led Retreat & Adaptation Funding.pdf](#)  
[Climate Adaptation Project Update\\_RAC 17 April 2024.pdf](#)  
[Head Contract Buller and UC.pdf](#)  
[Statement of work package # 2.pdf](#)  
[image003.png](#)

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Dear [REDACTED]

Thank you for your request for information dated 18 May 2024. Council provides the following information, below and attached, as part of a staged reply – noting that further information will follow on email this week. We appreciate your patience.

1. *Please advise what expenditure council has incurred on its “Climate Adaption” project and any other similar expenditure. **(Please note – Further information towards this response will be provided before close of business Friday 21 June, 2024. We appreciate your patience).***
2. *Please advise the sums paid to each and every company, individual, consultant etc. for this project. **(Please note – Further information towards this response will be provided before close of business Friday 21 June, 2024).***

Project	BDC Budget	Project status	Expenditure to date
<b>Organics waste feasibility study</b>	\$5,000	Current	<b>Information to follow regarding amounts paid to companies, individuals or consultants</b>
<b>BDC submission to Climate Change Commission</b>	Nil	Completed	All time donated to Council (\$4,740)
<b>Future Buller – Climate Change Adaptation Project</b>	\$555,000	Current	Project Expenditure to date: \$286,800 (at 17 April, 2024)  <b>Information to follow regarding amounts paid to companies, individuals or consultants.</b>

3. *Please provide copies of all material, reports etc that council has received for this*

expenditure.

Document Attachment link:

<http://tbf.me/a/B2fwqH>

<b>Copies of all material, reports etc that Council has received</b>	<b>Document title(s) / Response</b>	<b>Location</b>
<b>Copies of the correspondence related to the tour</b> and in particular any feedback or reporting from the team	<ul style="list-style-type: none"><li>• Email 2 November</li><li>• Email 14 November</li><li>• Email 16 November</li><li>• Email 16 November</li><li>• Email 20 November</li><li>• Email 28 November</li><li>• 231031 WCRC &amp; BDC engagement planning meeting agenda</li><li>• Future Buller Phase 1 Engagement Interim Report FINAL</li></ul>	<a href="#">Link here</a>
<b>Terms of Reference for Future Buller Project</b>	Terms of Reference Climate Adaptation (including attachments)	<a href="#">Link here</a>
<b>Reports from Nohah Forde, Tracy Hatton, or Tom Logan for this project</b>	<ul style="list-style-type: none"><li>• High level risk scoping report V1.3</li><li>• Buller RE Data Summary</li><li>• Buller Climate Adaptation Stakeholder and Community Engagement Strategy V1 August 2023</li><li>• Future Buller Phase 1 Engagement Interim Report FINAL</li></ul>	<a href="#">Link here</a>
<b>How this project has been financed</b>	CCA Project Budget	<a href="#">Link here</a>
<b>Funding</b>	Funding Submission by BDC	<b>Attached to this email</b>
<b>Project contract material</b>	Contract with UC and BDC	<b>Attached to this email</b>
<b>Report to Council Risk and Audit Committee</b>	17 April Council Report	<b>Attached to this email</b>
<b>Works Package</b>	Statement – Stage 2	<b>Attached to this email</b>

You have the right to seek an investigation and review by the Ombudsman of this decision. Information about how to make a complaint is available at [www.ombudsman.parliament.nz](http://www.ombudsman.parliament.nz) or freephone 0800 802 602.

If you wish to discuss this decision with us, please feel free to contact the Buller District Council by return email to [lgoima@bdc.govt.nz](mailto:lgoima@bdc.govt.nz).

Please note that it is our policy to proactively release our responses to official information requests where possible. Our response to your request may be published at <https://bullerdc.govt.nz/district-council/your-council/request-for-official->

[information/responses-to-lgoima-requests/](#) with your personal information removed.

Kind regards

Nathan Riley | Group Manager Regulatory Services

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26 October 2023

## **Environment Select Committee Inquiry into Community-led Retreat and Adaptation Funding**

### **Buller District Council Submission**

#### **Introduction**

Parliament's Environment Committee (the "Committee") has opened an inquiry into options for community-led retreat and adaptation funding.

The committee's Inquiry into Climate Adaptation is exploring how Aotearoa New Zealand could enable communities to relocate from areas at high risk from climate change, including before a disaster happens. It is also looking at how the costs of adapting to climate change could be met.

The inquiry is open for public submissions until the new Parliament reconvenes after the election.

For the purpose of its inquiry, the Committee is particularly interested in:

- The current approach to community-led retreat and adaptation funding, its strengths, risks and costs
- Lessons learned from severe weather events and natural disasters in Aotearoa New Zealand for community-led retreat and funding climate adaptation
- Effective mechanisms for community-led decision making
- The role of the private sector in managing climate risk
- Potential institutional arrangements, including roles and responsibilities of central and local government agencies, iwi and hapu
- Māori participation, Crown obligations, and how to best give effect to the principles of te Tiriti o Waitangi, and integrate matauranga Māori and te ao Māori across the adaptation system
- Alignment and integration with existing legislation and regulatory framework, including the reformed resource management system and any changes needed to regulatory powers and potential economic or other incentives needed to support adaptation actions (both before and after extreme events)
- Funding sources, access to them and principles and criteria for cost sharing
- Targets or indicators for assessing progress to more resilient communities and infrastructure.

#### **Context**

The Buller district is extremely susceptible to climate change and is vulnerable to all ten 'most significant' risks identified in the National Climate Change Risk Assessment, 2020, due to the following reasons:

1. Extent of Exposure and Vulnerability – volatile and dynamic natural environment
2. Wellbeing and Mental Health – compounding on existing climate related events
3. Community Demographics – extremely low socio-economic profile



4. Local Economy – uncertain futures across multiple traditional sectors
5. Capacity Constraints – stretched resources

Buller’s vulnerability has been recognised within the Hon. Kieran McAnulty’s 2022 report titled “Vulnerable Communities Exposed to Flood Hazard”, which assessed community and district vulnerability based on socio-economic vulnerability, flood hazard exposure, and the community’s ability to pay for its adaptation needs. In fact, it is recognised as one of the seven most highly vulnerable districts in Aotearoa.

The district has experienced several significant flooding events throughout its history. These historic events together with the extensive erosion and sea inundation of coastal townships across the district, Cyclone Fehi and storm surge damage in 2018, and the extensive Westport and district-wide flood events of 2021/22 have shown an increasing exposure and vulnerability to natural hazards across much of the district.

The Buller District Council (the “Council”) estimates that more than 20%<sup>1</sup> of Buller’s population reside in homes and/or on properties that are already exposed to significant effects of climate change, either from river flooding, sea-level rise, or storm surge events. Through Council’s climate change risk assessment process, University of Canterbury researcher Dr Tom Logan has found that around 30% of the district’s roads are exposed to landslides, with more than half of these at high risk.

Earthquake events and subsequent liquefaction would exacerbate exposure in many cases. The risk assessment also found that, of the district’s building stock, 64% of the residential buildings in the district are moderately or highly threatened from liquefaction, and given the majority of these are coastal, there is significant risk to these homes from rising groundwater levels and the associated risk to infrastructure and health.

As a proportion of total district population, Buller residents are one of the most exposed populations in the country. This creates significant psychosocial vulnerability within our community, heightened currently by cumulative stress caused by the district’s significant flood-related disaster events. We also have the lowest level of formal adult education and lowest median household income in the country, the highest proportion of the population living on supported living payments, and the largest proportion of our population within the 65+ years age bracket (23% compared with the national average of 15%). This combination of high socioeconomic deprivation and aging population increases the risk of adverse health and wellbeing effects in response to natural hazards and disasters.

In the year following the district’s July 2021 and February 2022 flood events, a district-wide wellbeing survey<sup>2</sup> (with 488 respondents) showed that there was an increase in mental and physical health issues and a sense of isolation and loneliness across the district. There was considerable evidence that some children were struggling and displaying anxious and disruptive behaviours. The survey also showed a sizeable minority whose needs were still to be met, including support with finance, housing, and physical and mental health. Concerns caused or exacerbated by the flood included:

- Financial worries (43% of respondents)
- Physical health problems (31% of respondents)
- Mental health problems (24% of respondents)

Council’s Social Recovery Manager (established post July 2021 flood) and current CDEM Welfare Manager, Steph Newburry, has anecdotal reports – two years post disaster – of local NGO social services providers experiencing an increase in waitlists due to both an increase in demand and the complexity of cases requiring longer and more complex interventions. Specific comments from the

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<sup>1</sup> Based on figures taken from Westport’s Community Hub, past flood and storm surge data and population projections of vulnerable coastal dwellings.

<sup>2</sup> [Buller Wellbeing Survey Summary of Key Findings 12.2.23.pdf](#)

community include feelings of “*being in limbo*”, that they “*don’t know what to do*”, and they feel like they are “*sitting ducks*”.

The challenges that Westport and the wider district faces therefore speaks to the critical importance of proactive adaptation, wherever this is possible, and the basic human psychological need to find certainty when disaster strikes.

It is this Council’s opinion that central government has a very important role in enabling proactive adaptation; through the establishment of an enduring system to enable retreat before a disaster, and an equitable approach to adaptation funding that recognises the complex social and financial vulnerability that exists within some of New Zealand’s most climate exposed communities.

### **Council’s Response to Specific Questions**

Council has significant interest in the outcomes of the inquiry and, as the local authority for one of only a handful of districts facing post-disaster adaptation, believes it holds valuable information to support the process.

In the interest of ensuring relevance in its submission, Council has restricted its response to questions that are either directly related to the district, or where Council has specific lived experience that can genuinely inform the inquiry.

#### **Question 1: Do you think we should use the term ‘community-led retreat’? If not, what do you think we should use and why?**

The term ‘community-led’ implies there is a collaborative effort being made to ensure the adaptation decisions are made with or by the community. The implication is that the complex process that is required prior to a final decision to retreat will be led by the community. The Issues and Options paper explains that ‘community-led retreat’ is a process which “involves community...at every step”. This is very different to a process led by the community and may introduce expectations regarding ‘who decides’, particularly where risk exposure levels become intolerable to Council and central government, but not necessarily to the community.

Within Buller’s communities, there is a wide range of perspectives regarding climate change hazards and the need for adaptation and eventual retreat. At one end, there is climate change denial, with some community members believing the July 2021 flood could have been avoided by regular river dredging and that the long-term prospects for Westport’s current location are sound. At the other end are feelings of extreme anxiety and angst whenever rain is forecast, a strong desire to leave the district, and feelings of being trapped due to an inability to sell flood-vulnerable homes.

Given the description provided within the Paper, the terms ‘community-informed retreat’ or ‘managed retreat’ would be more appropriate and less disingenuous, would avoid setting an unrealistic expectation that the final retreat decision resides with the at-risk community, and would also work better in situations where community perspectives vary greatly.

#### **Question 3: Are there other issues that affect the quality of risk assessment and local adaptation planning? How can we strengthen our approach?**

Throughout Buller’s risk assessment process, Council has been faced with critical decisions regarding modelling and data gaps and the prioritisation of significant spending to address these. Council has provided significant budget to the climate risk assessment and adaptation planning process (i.e., >\$550,000 over 4 years) and co-funding through MBIE has significantly increased this budget (i.e., total risk assessment and adaptation planning budget is \$780,000). However, the district’s complex climate hazard scape requires significant investment to adequately model and understand the full range of natural hazards, at a granular level, that put our communities at risk, and the available budget is not sufficient to address all hazard information gaps.

Council has also faced significant challenge securing already available hazard modelling and data from research institutes in a timely and supportive manner.

Council requests consideration be given to funding and enabling access to hazard modelling and data for territorial authorities with limited income streams and wide ranging, complex natural hazard profiles. Additionally, Council proposes the following approach:

1. Central government develops a nationally consistent geospatial multi-hazard risk assessment and mapping tool with standardised methodologies available for each natural hazard model.
2. Central government, in conjunction with local government, develops equitable and achievable funding models for sourcing essential hazard models.
3. Make the hazard mapping tool publicly available to enable communities and local government to work collaboratively and transparently in the development of responsive dynamic adaptation plans.
4. Set trigger levels, informed by the hazard risk assessment tool, for adaptation pathways, including managed retreat (e.g., risk of loss of life or significant and ongoing isolation).

**Question 4: Are there other issues that limit our ability to retreat in advance of a disaster? How can we improve our approach?**

Across Buller's communities, there are a range of perspectives on climate change and associated risk, from denial through to extreme anxiety. Dealing with complex and vulnerable communities can provide challenges to proactive retreat, particularly where anti-government sentiment or mistrust exist within marginalised populations.

Challenges with funding essential hazard modelling data can mean focus remains on the most evident natural hazard e.g., river flooding. However, less visible hazards (e.g., rising groundwater tables) must also be considered to build a comprehensive hazard scape and plan accordingly.

**Question 5: Are there other issues with the way we fund adaptation? How can we improve our approach?**

Across Buller district communities (particularly in the northern townships of Granity, Hector, Ngakawau and Mokihinui), there is concern and confusion regarding central government buy-outs of residential properties following Cyclone Gabrielle, against the backdrop of significant risk these communities have been facing for decades, including advancing coastal erosion, multiple storm surge inundation events, and landslide failure risk.

The ad hoc funding approach undertaken to date has set precedents and not unrealistic expectations for vulnerable communities, yet clear national policy is not forthcoming.

Dr Tracy Hatton, Council's climate adaptation engagement lead, has stated that *"this creates a very real challenge for local government who are tasked with leading climate change adaptation in their communities. Many local governments are following current guidance issued by central government agencies to undertake local climate change risk assessments, engage widely with their communities about the identified risks, and work with their communities to develop appropriate adaptation plans. This includes providing communities with reports or geo-spatial platforms outlining the severe risks faced within their districts, in the short-, medium-, and long-term future. Information is power, and we wholeheartedly support the necessity of local governments doing this."*

*However, the absence of any central government policy on managed retreat means that communities are defaulting to assumptions that the compensation precedents set by prior disaster support packages are likely to continue into the future. This absence of policy makes the assessment of and planning for adaptation options incredibly challenging for local governments."*

**Question 6: What do you think the costs are of failure to adapt well?**

In post-disaster settings and in the absence of adaptation, Council has documented the following direct, indirect, and cascading ‘costs’ across the district:

- Reduced staff and community mental resilience, mental health, and physical health
- Increased mistrust of government and Council across the marginalised population
- Increased vulnerability within already vulnerable communities, because of reduced property values in flood-affected homes
- Stretched Council resources and staff across competing priorities, including BAU, disaster-recovery, and future risk and adaptation planning
- Increased pressure on Council governance (sometimes to unrealistic levels) to address growing and complex community needs
- Passing the problem into the future
- Lost opportunity to build a better future (for coming generations), founded in the concept of transformational adaptation
- Reduction in future economic investment

**Question 14: How frequently should a risk assessment be reviewed?**

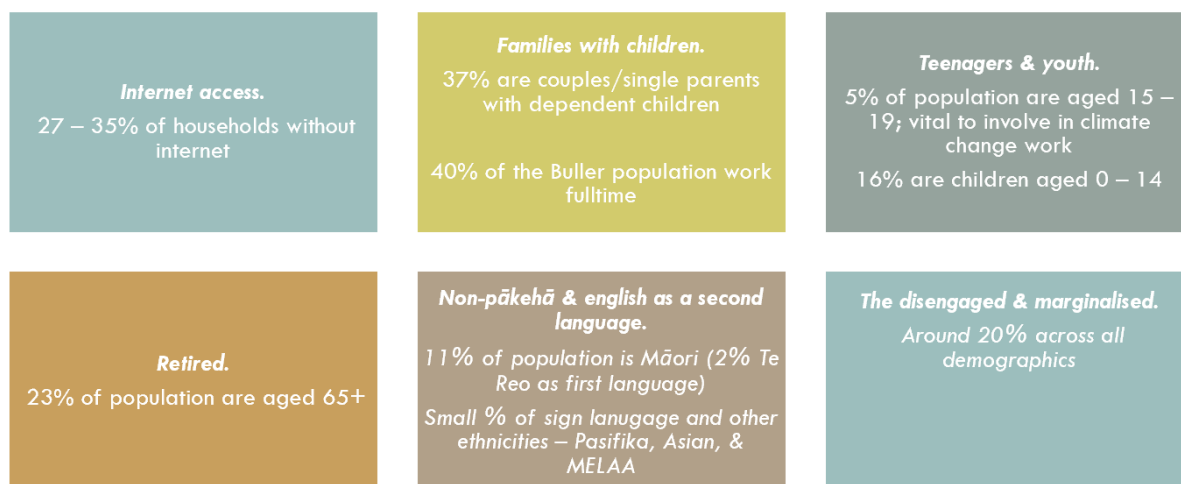
Dr Tom Logan has stated that:

*“Risk assessments should be living documents. Constantly updating them can help with the identification of signals and triggers for adaptive decision making”.*

**Question 16: Do you think local risk assessments should be carried out or reviewed by a centralised agency or a local organisation? Why?**

A combined approach by both central and local government would increase process robustness.

Local government knows and understands its communities and its district, including the relationships and networks that exist across iwi, stakeholders, government, and communities, and where each community’s strengths and vulnerabilities lie (Figure 1).



**Figure 1: High-level Buller community profile.**

Central government can lend consistency and rigour to the risk assessment process, by working with research institutes to standardise methodologies and modelling available.

A combined approach by both central and local government could then be applied to identify priority risks and prioritise adaptation.



**Question 18: Do you think there should be a requirement to undertake local adaptation planning? If so, should the trigger be based on the level of risk or something else?**

Proactive adaptation planning would help communities avoid the complexity that results from post-disaster adaptation planning. Ideally, this planning would occur before insurance retreat, the associated impact on the housing market, and decreased Levels of Service.

**Question 19: What direction should central government provide on the local adaptation planning process?**

Clear guidance is needed regarding who makes decisions on adaptation pathways and actions (including retreat) and how they are made.

**Question 20: Do you think there should be a requirement to plan for different scenarios, such as changes in the level of risk or what happens if there is a different disaster? Why or why not?**

Climate change is inherently uncertain. Even the most rigorous science and scenario modelling only shows us what could happen, but it does not provide a complete list of probable or even possible futures. We therefore need to get more comfortable with decision-making under uncertainty, and the dynamic adaptive planning approach inherently accepts and addresses this uncertainty.

**Question 21: How can we make sure that local adaptation planning is inclusive and draws on community views?**

By utilising the principles for engaging the community in adaptation planning, outlined in Figure 2.



**Figure 2: Principles to enabling effective adaptation planning community engagement.**

Information is power, for Council staff, climate adaptation practitioners, and communities.

Councils working with communities on climate change risk assessment and adaptation urgently need to know what central government support may be available for adaptation. This is so efficient and effective adaptation decisions can be made with all the information possible, even if the answers produced are likely to require tough conversations with affected communities. This information is also essential to enabling proactive, not reactive, planning and to avoid future post-disaster adaptation decision-making.

It is also important to help communities focus on what they value about the places in which they live, with the aim of retaining or replicating these values when retreat is required, rather than retaining focus on what will be lost.

**Question 22: Who do you think should make decisions about the adaptation pathway we choose and why? How should others be involved in the process?**

This is very dependent on level of risk exposure.

When faced with high levels of risk (e.g., potential loss of life), central and local government should make the decision on behalf of the at-risk community, based on the most up-to-date risk assessment and science modelling. In the case of moderate levels of risk, a dual approach between government





and community could be undertaken. Where risk is low, the at-risk community could be empowered to make the decision for themselves. However, there will likely be a range of perspectives within the community and government support and guidance may therefore be required in certain circumstances.

**Question 23: What do you think are the most important outcomes and principles for community-led retreat?**

One of the most important principles or outcomes for community adaptation and retreat is the need to not wait for disaster to occur before adaptation pathways, including retreat, are triggered.

Other important principles and outcomes include:

- Increasing physical and psychological safety,
- Ensuring equity between and within communities and generations – including avoiding passing the problem into the future,
- Involving communities in decisions that affect them, and
- Ensuring the circumstances are clear in which decision-makers are or are not legally liable.

**Question 24: Do you prefer option 1 (voluntary) or option 2 (a mix of voluntary and mandatory parts)? Are there any other options?**

Although a purely voluntary retreat supports autonomy and recognises the connection people feel to their homes and communities, Council agrees with the issues outlined in the Options and Issues paper, and would add the following two issues:

1. People and communities may elect to accept an increased level of risk, choose to stay in their homes, and then experience a natural disaster. Even though the choice to stay was made by the community, the cost burden of disaster recovery will still fall on local and central government, and the wider tax-paying communities. It could be argued that since the government and wider community stand to lose in this circumstance, they should have input into when retreat occurs.
2. A range of perspectives exist across communities, and it would be difficult to reach consensus across an affected community (particularly when whole townships are affected, as is in the case in the Buller district) about when to retreat in the absence of supportive regulatory mechanisms.

As such, Council prefers an approach comprising both voluntary and mandatory mechanisms.

**Question 25: Do you agree that affected land should no longer be used at the end of a retreat process (with limited exceptions for things like ceremonial events, recreation, some agricultural or horticultural uses and mahinga kai gathering)? Why or why not?**

Following retreat, it is important that the land is optimally managed in light of the particular characteristics and values attached to the abandoned land. For example, where appropriate, nature-based solutions (such as salt-marsh restoration around estuaries) can increase the resilience of remaining infrastructure and buildings, as well as provide important co-benefits including biodiversity uplift, carbon sequestration, and increased visual amenity.

In all circumstances, it should be up to communities to decide how best to use the land, provided it can be done so safely and viably.

**Question 27: Do you agree that these powers (i.e., compulsory land acquisition, power to retire land by cancelling its title – accompanied by compensation or financial support – are needed to ensure land is no longer used once a decision has been made to retreat? What powers do you consider are needed?**

Investment in residential property development has continued across the Westport flood plain post-disaster. Council currently has limited control over residential intensification across the Westport floodplain and in other at-risk communities, other than through RMA processes.

Although post-disaster adaptation is not ideal, it can mobilise communities to invest in development in lower risk locations. Council, and our communities, need clear and unambiguous regulatory mechanisms such as compulsory land acquisition and the power to retire land to drive better post disaster decision-making.

**Question 29: In what circumstances, if any, do you think decision-makers should be protected from liability? What are your views on option A, option B (Table 1) or any other possible option?**

**Table 1: Possible options for reducing liability (MfE, 2023).**

Options	Explanation
<p><b>Option A</b> Exclusion from all liability where decision-makers act in good faith</p>	<p>This is a broader exclusion.</p> <p>For example, decision-makers are not liable for:</p> <ul style="list-style-type: none"> <li>• negligence (a failure to take reasonable care)</li> <li>• harm arising from a failure to consider whether retreat is necessary (eg, where information suggested it might be).</li> </ul>
<p><b>Option B</b> Exclusion from all liability where decisions-makers act in good faith, except in circumstances of failure to act or misfeasance (the performance of a lawful action in an illegal or improper manner)</p>	<p>This is a narrower exclusion.</p> <p>For example, decision-makers:</p> <ul style="list-style-type: none"> <li>• are not liable for negligence</li> <li>• are liable for harm arising from a failure to consider whether retreat is necessary (eg, where information suggested it might be)</li> <li>• are liable for harm arising from an unlawful service withdrawal (misfeasance).</li> </ul>

Buller's climate and natural hazard risk profile is highly complex and widespread across the district, and significant additional funding will be required to fill the district's significant hazard modelling and data gaps. Council knows where many of our risks lie across the district. Yet we do not currently have the science to support our assumptions and are therefore unable to consistently apply scientific rigour to the risk prioritisation process.

Council's increasingly complex responsibilities, post-disaster recovery, and future-focussed district-wide risk assessment and adaptation planning may stretch Council's resources – particularly when faced with multiple communities and townships concurrently considering retreat. Should a narrower liability exclusion be applied, it is not unreasonable to predict that decision-makers will be unwilling to shoulder an unmanageable burden that exposes them to liability. This could then result in unintended and sub-optimal consequences including failure to decide, or placing too much weight on the desire to avoid litigation.

**Question 30: Which parts of the current (funding) system work well and which do not? Are there any other issues with our current approach to adaptation funding?**

To address all of Buller's adaptation needs, significant upscaling in available finance would be required.

To date, central government decisions around adaptation funding have been ad hoc and there have been no clear guidelines regarding equitable funding models. To be clear, the more information Council has regarding funding options for our vulnerable and exposed communities, the more enabled it will be to support communities faced with extensive adaptation needs.

We acknowledge that full compensation for all who may be impacted by decisions to retreat in the face of climate change will not be affordable for our small nation. However, it is necessary to consider that failure to deliver policy for managed retreat funding options, now, will inevitably create significant cost and hardship in the future for our most at-risk communities. Providing compensation for retreat is not just an exercise of new spending. We will always be faced with emergencies, and always find money for emergency response and support. Planning funding options for managed retreat now may save significant sums of money in emergency management response, recovery and meeting welfare needs in the future. It may also ultimately save lives.

There is no way to get this right. Communities will always want to be fully compensated for losses incurred in disasters. However, the capacity of local government bodies to deliver on this will vary significantly. We strongly urge central government to address the adaptation and retreat funding policy void so that communities and Councils are empowered to make decisions with all the available information around what central government support is available, rather than assumptions based on prior central government subsidy decisions.

**Question 31: What do you think are the most important outcomes and principles for funding adaptation?**

All outcomes and principles noted in the Issues and Options paper are important, however foremost amongst these include:

- Reducing hardship
- Ensuring equity among communities and across generations
- Shifting focus of investment from post-event to pre-event adaptation
- Prioritizing supporting vulnerable individuals and groups when the government intervenes
- Providing clarity and certainty about how costs, risks and responsibilities will be shared

In addition, Council would also like to prioritise avoiding mental distress and physical health impacts across the community.

**Question 33: In what circumstances should central government help councils to meet adaptation costs?**

Not all communities or individuals will be evenly affected by climate change risk and the need to adapt and retreat. Vulnerability varies based on individual characteristics, community location, and absorptive and supportive capacity across the wider community. Sadly, for Buller, it is mainly our most vulnerable people that reside in homes most at risk from climate hazards, including those within urban Westport, and the northern townships of Granity and Mokihinui, all of which have an extreme socio-economic deprivation index (10 on a scale of 1 to 10). Furthermore, the nearby communities of Hector and Ngakawau also have significant poverty issues, with a deprivation index of 9.

Buller also has a low-density population with only 9,700 residents and around 6,700 general rating units or ratepayers. This limits Council's income streams, and the cumulative effect of extreme weather events on the physical infrastructure and social fabric of the Buller district has led to capacity and cost issues that are insurmountable at a local government level.

Put simply, Buller has no chance of meeting its own climate adaptation funding needs and will require significant additional funding support, above that already committed by central government, to address Westport's future retreat as well as the adaptation needs across the rest of the district.

To illustrate the district's funding gap, an Infometrics Economic Options Analysis<sup>3</sup> calculated that costs to protect Westport and then stage a retreat would equate to around \$600M to 2050. This would

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<sup>3</sup>Real Options Analysis of Strategies to Manage Risks to Westport from Climate Change (Infometrics, 2022).



equate to a burden of over \$89,500 per Buller district ratepayer. Buller's adaptation needs are therefore overwhelming in scale and are one that its community and Council is simply unable to meet.

**Question 35: Are there any other approaches for providing support for people needing to retreat that we should consider?**

Following the Westport flood, government provided funding support to establish a network of 'Navigators' – locals who worked with the flood affected community and provided:

- practical and psychosocial support to enable better access to mental health services, and emergency and recovery response funds,
- advocacy and support regarding accessing temporary accommodation,
- advice regarding working with insurers through the insurance process, and
- advice on assessing property and dwelling damage and securing skilled trades-workers for rebuilding.

Navigators also provided reader / writer support services which proved essential to many parts of the affected community.

Overall, the Navigator programme provided client-based management and support to a total of 215 flood affected clients, and anecdotal reports have indicated that the services it provided were a critical part of disaster recovery during a highly vulnerable period.

Council will continue providing psychosocial support during its climate adaptation engagement with at-risk communities. Links across the NGO sector have now been well established, and Council sees that it has a role to play enabling affected community members to access necessary support services.

**Question 37: What should central government's initial funding priorities be and why? Which priorities are the important and why?**

Council's suggested priorities are:

- Alleviating uncertainty and hardship
- Prioritising primary places of residence
- People who meet certain hardship criteria or means-tested criteria

**Question 42: Are there any other issues that make it difficult to adapt during a recovery?**

For small and isolated Councils like Buller, resources can become stretched beyond manageable levels when faced with cumulative responsibilities of increasing complexity (resulting from aging infrastructure), post-disaster recovery, and future-focussed district-wide risk assessment and adaptation planning.

Many systems and processes have been established with larger and better resourced councils in mind e.g., adaptation planning approaches that requires in-house legal advice, which are just not feasible for a council in Buller's circumstances.

In a post-disaster setting, Council's focus has been on Westport's recovery and future adaptation needs and it has not had the capacity to comprehensively address the needs that exist across the rest of the district. Council does not have the resourcing to fund in-house climate adaptation capability, with its risk assessment and adaptation project being serviced by an external team comprising scientists and engagement experts available for a small handful of hours each week. This team, because it does not sit within Council, is not permitted to join the local government Aotearoa Climate Adaptation Network (ACAN) which provides essential resourcing to local authorities and opportunity to local government climate staff to feed into central government processes.

There are several examples like this where Council has been disadvantaged due to its small size and limited income streams, and it is essential to achieving an equitable adaptation process that these disadvantages are made clear and understood.

### Summary

Council appreciates the opportunity to provide feedback to the Select Committee and looks forward to proactively working with central government to address our district's adaptation and retreat challenges in the future.

Yours sincerely,



.....  
**Steve Gibling**  
CEO  
Buller District Council



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**Jamie Cleine**  
Mayor  
Buller District Council

# **Future Buller / Climate Adaptation**

## **Report – Project Update**

**To: Risk and Audit Committee (Meeting 17 April 2024)**

**Author: Di Rossiter - Climate Adaptation, Project Manager for BDC**

**Approved: Nathan Riley GM Regulatory Services, BDC**

This project update has been provided to support reporting to the Risk and Audit Committee meeting, 17 April, and includes updates on the:

- Current work programme,
- Forward work programme,
- Key issues for SLT & Governance visibility, and
- Project History and Budget

### **Current work programme**

The Project comprises three distinct but interdependent sub-projects: community engagement, risk assessment, and adaptation planning.

#### **1. Community Engagement**

- In Nov / Dec 2023, a series of community workshops were run across the district to build awareness of the project, its purpose, and its structure.
- To minimise expenditure, the project team delivered multiple community engagement workshops on each day, and on consecutive days. This reduced the flexibility we could apply around the when each workshop was held and for how long. We are aware this meant some community members were unable to attend during the times that the workshops were held.
- We have reviewed the outcomes from Round #1 of our community engagement and identified improvements summarised in Table 1. However, there are several constraints associated with these proposed improvements that require further consideration.
- An online portal ([Future Buller: Adapting to climate change \(bullerdc.govt.nz\)](https://bullerdc.govt.nz)) has been launched for those unable to attend a scheduled workshop.

**Table 1: Proposed community engagement improvements.**

Issue Encountered	Response	Constraint
<p>Lower than ideal community attendance at some meetings (from lack of interest, existing commitments, internet access or vehicle access challenges) and impacts this will have on the diversity of views, and subsequent reduction in process robustness and legitimacy, sub-optimal DAPPs and lack of community buy-in in DAPPs</p> <p>Note we were pulled into early engagement due to TTPP engagement on coastal hazards and a desire to align approaches / messaging</p>	<ul style="list-style-type: none"> <li>• Ensure multiple opportunities and mechanisms and marketing activities (including online) are provided for engagement</li> <li>• Ensure support mechanisms (e.g., transport or online support at the library) are provided so all community members are given the opportunity to engage</li> <li>• Target already established community networks and groups and community events and use these to propagate communications</li> <li>• Target youth forums and schools</li> <li>• Consider holding fewer workshops but at times that may cater to the greatest number of community members e.g., group Karamea / northern Buller workshop and hold in, say, Ngakawau, from 3pm – 7pm</li> <li>• Use community connectors to connect people and build trust in process</li> <li>• Ensure engagement is scheduled months in advance so we can build awareness of what is happening</li> <li>• Ensure alignment between project schedules well in advance</li> </ul>	<ul style="list-style-type: none"> <li>• Budget impacts on number (but more importantly timing) of in-person workshops that can be held</li> <li>• May affect attendance as people less willing / able to travel longer distances to attend workshops</li> <li>• Willingness of network / community connectors to participate and support process in some instances</li> <li>• Many moving parts to coordinate means the need to remain flexible will compromise engagement planning</li> </ul>
<p>Community does not care which organisation we are from (BDC or WCRC or other)</p>	<ul style="list-style-type: none"> <li>• Have a joined-up approach (both Councils), and if possible, with other agencies and departments – no ‘passing the buck’</li> <li>• Aligned messaging, comms strategy, and schedule as it is all one project (the district’s future resilience)</li> </ul>	<ul style="list-style-type: none"> <li>• Many moving parts to coordinate means the need to remain flexible will compromise engagement planning</li> </ul>

Misinformation, climate change denial, and mistrust regarding incompetence or hidden agendas	<ul style="list-style-type: none"> <li>• Start communicating and keep communicating (even if we have nothing new to share) through proactive engagement with media to strategically fill the gap with facts and counter misinformation with science</li> </ul>	<ul style="list-style-type: none"> <li>• Budget impacts on communications resourcing</li> <li>• Limited internal Council resource</li> </ul>
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## 2. Risk Assessment

- Council's Risk Assessment commenced in 2022 with a high-level risk screening process across 5 domains: Built Environment, Economy, Governance, Human, and Natural Environment. A series of workshops were held with Technical Advisory Groups (TAGs) that held essential knowledge for the process, and a High-Level Risk Screening report was produced.
- A sixth domain, Kaupapa Māori, requires input from Te Rūnanga o Ngāti Waewae. We are ready to work with Ngāti Waewae on this when the time is right for them. In the meantime, we keep them updated on the project through written summary reports.
- Table 2 below explains the risk domains.
- Following the completion of the high-level risk assessment, we have been commissioning and collating climate and natural hazard risk data so we can understand what is at risk and how this risk changes in the future under different climate scenarios.

**Table 2: Risk assessment domains.**

DOMAINS	
Built environment	Vertical (e.g., buildings) and horizontal (e.g., roads, electricity) infrastructure.
Economy	Set and arrangement of inter-related production, distribution, trade, and consumption that allocate resources.
Governance	The governing architecture and processes in and between governments, and economic and social institutions.
Human	Direct and indirect impacts on people.
Kaupapa Māori	Direct and indirect impacts on Tangata Whenua and taonga.
Natural environment	Aspects of the natural environment that support the range of our indigenous species, he kura taiao (living treasures), the ecosystems, and our blue-green infrastructure.

## 3. Adaptation Planning

- In early 2024, the project group commenced scoping of the adaptation planning process.

## Forward work programme

Task	Indicative timeframe
Prepare and deliver <sup>1</sup> Risk Explorer for SLT, elected members and iwi	June/Jul 2024
Share Risk Explorer with TAG and test Risk Assessment findings	Aug 2024
Prepare for and commence community engagement Round #2 focused on sharing risk information	Sept – Oct 2024 onwards
Risk prioritisation process	Aug – Nov 2024
Start building adaptation plans	Nov 2024 onwards

**Table 3: Forward work programme summary**

### 1. Community Engagement

- Proposed community engagement improvements (see Table 1) require further consideration and prioritisation.
- Existing networks and ‘community connectors’ will be utilised to attain better reach within our communities.
- There will be a push to increase visibility of the Future Buller website via the BDC website over the coming 2 months and increase online engagement and contribution.
- Round 2 of (face to face) community engagement is schedule to commence August / September 2024. The scheduling of this engagement will be undertaken in co-ordination with the Resilient Westport Communication & Engagement Team, relevant representatives from West Coast Regional Council, as well as with guidance from Council’s Governance group and SLT as required.

### 2. Risk Assessment

- An online geospatial tool, named Risk Explorer, is in the final stages of development and will be delivered for review in June/July.
- Risk Explorer will be used to visually illustrate our district’s complex and changing risk profile and communicate this risk with Council, iwi, stakeholders, and the community.
- A written Detailed Risk Assessment report will be provided in June/July to accompany the delivery of Risk Explorer.
- The process of risk ranking and prioritisation will then need to be undertaken. This will require significant input from Council’s SLT and elected members, as well as the Technical Advisory Groups (TAGs).

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<sup>1</sup> Note this will never be ‘complete’ as we will always be adding new data from the national and international science community, as it becomes available

- Difficult decisions will need to be made due to the large gap between our district's adaptation needs and the funding required to meet them<sup>2</sup>.

### **3. Adaptation Planning**

- Once risks are ranked and prioritised and communities engaged, dynamic adaptive pathway plans will be built for (with input from) our communities at risk.

### **Key issues and challenges**

1. Strategic integration and prioritisation of communications and community engagement across multiple projects (with interdependencies) that enables:
  - Best use of resources, and
  - Best outcome for communities.
2. Re-building trust across our communities following a turbulent post-disaster period.
3. Best use of available budget to avoid sub-optimal outcomes e.g., data gaps introduce uncertainty.
4. Developing best practice as we work through the process i.e., there are currently no “off the shelf templates” for the delivery of climate risk assessments and adaptation plans in Aotearoa.
5. Working effectively under the challenge presented by Buller's significant climate risk profile where the district is already one of the country's most exposed districts to climate effects<sup>3</sup>, with three of our most socio-economically deprived communities (Urban Westport, Granity, and Hector) making the list of Aotearoa's 44 most flood vulnerable communities.
6. Working effectively to understand and address the considerable and increasing risk to our built environments and social structures, as well as our district's complex indirect and cascading risk profile.
7. Keeping our most vulnerable communities safe whilst navigating the challenges of what immediate options are available.

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<sup>2</sup> At the time of writing, there has been no decision from Government regarding funding models or mandatory mechanisms.

<sup>3</sup> [Vulnerable-Communities-Exposed-to-Flooding-Report- Oct2022.pdf](#)

## Project History

In its LTP 2021 – 2031, Council started the conversation with its local communities about climate change issues, resilience, and the need for science-based adaptation planning, and confirmed a significant mismatch between the scale of our district’s adaptation challenge and the resource available to address it. The community prioritised investment into climate resilience and adaptation planning and Council responded accordingly by prioritising a stepped approach across several years within the LTP 2021 – 2031. While the budget allocation was significant for BDC, it was insufficient to achieve the project aims and co-funding (60:40) was achieved through MBIE’s Business in Partnership (BIP) fund in 2023 and in partnership with the University of Canterbury.

## Budget

**Table 4 below: Overall Project budget forecast expenditure**

- Project Expenditure to date: \$286,800

Forecast Budget				
Schedule	BDC	BIP (co-funding)	Package of work	Budget per package
Jun-23	\$130,000	\$86,666.67	1	
Jun-23	\$100,000	\$66,666.67	1	\$383,333.34
Feb-24	\$111,000	\$74,000.00	2	
July-24	\$53,000	\$35,333.33	2	\$273,333.33
Feb-25	\$53,000	\$35,333.33	3	
Jul-25	\$54,000	\$36,000	3	\$178,333,33
Feb-26	\$54,000	\$36,000.00	4	\$90,000.00
	\$555,000	\$370,000	\$925,000.00 (-15% for UC overheads)	
			<b>Total Budget: \$780,000</b>	





## Research Contract

UC Ref:	E7841
Funder Ref:	

### Key Details

<b>Parties</b>	
Between	University of Canterbury, an educational institution incorporated under the University of Canterbury Act 1961, governed in accordance with the Education and Training Act 2020, with offices situated at Ilam Road, Christchurch, New Zealand. <b>(UC)</b>
And	Buller District Council, a local authority with its principal office at 6 Brougham Street, Westport <b>(Funder)</b>

<b>Research Title</b>	<b>Climate Adaptation in the Buller District</b>		
Start Date	<b>1 June 2023</b>	End Date	<b>30 December 2023</b>
UC Key Personnel	<b>Dr Tom Logan</b>	<b>Funder Contact</b>	<b>Douglas Marshall</b>

### Background

The Funder wishes to engage UC to undertake the Research and provide the Deliverables, and UC agrees to the same, on the terms set out in this Contract.

<b>Funding</b>	<b>\$230,000</b>	payable in New Zealand Dollars plus GST (as applicable) in accordance with the Payment Schedule in the Statement of Work.
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#### The documents forming this Contract are:

1. Key Details Page 1
2. General Terms Schedule 1
3. MoU Schedule 2
4. Statement of Work Schedule 3
5. Any other attachments described as below

The above documents apply in the descending order of precedence above, except that in the event of inconsistency between the General Terms and SOW, the SOW prevails.

List attachments or if nil, insert N/A  
N/A

### Acceptance

Authorised Signatory – UC		Authorised Signatory – Funder	
Signature		Signature	
Name	<b>Rebecca Hurreli</b> Deputy Director Te Rōpū Rangahau Research & Innovation	Name	Sean Judd
Title		Title	Acting CEO
Date	28/6/2023	Date	6 June 2023

**SCHEDULE 1 - GENERAL TERMS**

The Parties agree that the Contract applies to the Research and the Funding, to the exclusion of all other terms.

**1. DEFINITIONS AND INTERPRETATION**

1.1 Capitalised terms used in this Contract have the meanings ascribed to them in the Key Details or SOW, unless otherwise defined below:

Background IPR means all IPR owned or licensed by a Party at the date of this Contract or developed or acquired by a Party during the term of this Contract.

Confidential Information means all Information and materials disclosed by one Party to another which is by its nature confidential or which the discloser advises the recipient is confidential and includes the terms of this Contract;

but does not include:

- (a) information which at the date of this Contract is in the public domain or subsequently enters the public domain without fault on the part of the recipient;
- (b) information that is received in good faith by the recipient from a third party not owing (directly or indirectly) any obligation of confidentiality to the disclosing Party; or
- (c) information which is at the date of this Contract, independently acquired or developed by, or already properly in the possession of, the recipient and which the recipient can demonstrate by written record to be previously known to the recipient.

Contract has the meaning given to it in the Key Details.

Deliverables mean any deliverables described in the SOW.

Funder Property means the items listed in the SOW which the Funder owns or otherwise has a right to use and which will be provided to UC for the purposes of carrying out the Research.

General Terms means these General Terms, which form Schedule 1 to the Contract.

HSW Act means the Health and Safety at Work Act 2015 (and any amending or substituting legislation)

IPR means all intellectual property rights and industrial property rights (whether protectable by statute, at common law or in equity, and whether or not registered or registrable) including copyright, patent rights in relation to an invention and design rights in relation to a design.

Key Details means the terms set out on page 1 of the Contract.

New IPR means any new IPR arising from the performance of the Research (including any such new IPR in the Deliverables), but excludes Background IPR and (unless expressly provided otherwise herein) improvements to the same.

Reports mean any Reports described in the SOW.

Research means the Research described in the SOW, or any agreed variations.

SOW means the Statement of Work, which forms Schedule 3 to this Contract, and any further SOW agreed by the parties from time to time.

Working Day means any day other than a Saturday, Sunday, public holiday in New Zealand, and any day from 24 December to 5 January inclusive in any year.

**2. RESEARCH CONDUCT**

2.1 UC will undertake the Research (which includes meeting any Milestones) and use all reasonable endeavours to provide the Deliverables within the timeframes specified in the SOW, or otherwise by the End Date.

2.2 UC agrees to exercise reasonable skill, care and diligence in undertaking the Research, consistent with standards generally accepted in the scientific and engineering professions.

2.3 UC will carry out the Research in compliance with applicable laws and regulations. UC will use its reasonable endeavours to obtain all consents required to carry out the Research. UC will, whenever requested by the Funder, produce documentation showing the necessary consents have been obtained. UC will notify the Funder if any required consent is not able to be obtained, expires, is withdrawn, or otherwise lapses. UC reserves the right to terminate this Contract if any consent required for the Research is not able to be obtained.

2.4 UC is responsible for supplying its own materials, instruments and equipment for the performance of the Research. Unless agreed otherwise, ownership of such materials belongs to UC.

2.5 UC will keep all Funder Property safe and secure and not dispose of any such property without the prior written authority of the Funder.

**3 HEALTH & SAFETY**

3.1 Both Parties undertake to comply with their respective obligations under the HSW Act in relation to the Research to be carried out under this Contract. This includes an obligation to co-operate and consult with each other in relation to worker health and safety where they have overlapping obligations as a Person in Control of a Business or Undertaking (PCBU) under the HSW Act.

3.2 UC (as provider of the Research), and both parties (in the case of activities that are being undertaken jointly or with access to each other's site(s)):

- (a) warrant that they have appropriate Health and Safety policies and procedures in place for the duration of this Contract including:
  - i. safety plan covering specific hazards identified and control measures applied where appropriate;
  - ii. a process for identifying and managing new hazards;
  - iii. personal protective equipment available and used when required;
  - iv. procedures in place for dealing with emergencies;
  - v. accident recording and investigation procedures in place.
- (b) will notify the other of serious harm incidents which arise out of or during this Contract and such bodies and/or persons required under the HSW Act, or any amending or substituting legislation, as soon as possible after the incident occurs.
- (c) will notify the other in writing of all accidents or incidents notified, arising out of or during this Contract.
- (d) Where either Party's personnel conducts activities at the premises of the other Party, that Party who is in control of those premises will ensure a proper Health and Safety induction before any activities are carried out.

**4 PERSONNEL**

4.1 The Key Personnel will be engaged to carry out the Research in the manner described in the SOW, however the Funder recognises that other UC personnel may be involved in undertaking the Research. UC will ensure that all personnel involved in the Research have the necessary skills, experience,

- training, equipment and resources to successfully perform the Research and produce the Deliverables.
- 4.2 UC will not delegate nor replace the Key Personnel specified in the Statement of Work to perform its obligations under this Contract without the Funder's prior written consent (not to be unreasonably withheld or delayed).
- 5 REPORTING AND PROGRESS**
- 5.1 UC will keep records in relation to the Research in accordance with the Public Records Act 2005 and, subject to any prohibitions at law, will make them available to the Funder as reasonably required.
- 5.2 In addition to any Reports required under the SOW, UC will supply the Funder with updates on the progress of the Research at such times reasonably requested by the Funder. The Parties will also meet as specified in the SOW to review UC's progress in undertaking the Research.
- 6 CHANGE EVENTS**
- 6.1 In relation to the SOW the following matters constitute change events ("Change Event"):
- (a) it becomes apparent to a Party that a Deliverable cannot be, or is unlikely to be, completed and delivered by the dates specified in, or in the manner contemplated by, the SOW;
  - (b) the Funder (acting reasonably) is not satisfied with the progress UC has made in relation to the delivery of a Deliverable, or any significant aspect of the Research; or
  - (c) there is a change in Involvement of Key Personnel and an adequate replacement is unable to be found within a reasonable time.
- 6.2 A Party must give the other Party written notice as soon as reasonably practicable after it becomes aware that a Change Event has occurred, or is likely to occur.
- 6.3 Where a variation to the SOW is proposed as a result of a Change Event, the Parties will do everything necessary to give effect to that variation in writing, including agreeing to any variation to the SOW.
- 6.4 Where a variation to the SOW is proposed and UC does not agree to that variation, either Party may terminate this Contract on thirty (30) days' written notice to the other Party.
- 6.5 The Parties agree neither Party may raise a dispute under clause 13 if a Change Event is notified under clause 6.2.
- 7 PAYMENT**
- 7.1 The Funder will pay UC the Funding for the Research upon receipt of a valid invoice, as detailed in the Payment Schedule in the SOW. Any payment above the stated maximum in the SOW must have express, prior written approval of the Funder unless those amounts are specified to be estimates (but UC will consult with the Funder if it becomes apparent that any cost estimate will or is likely to be exceeded).
- 7.2 UC invoices will be paid by the Funder no later than 30 days following invoice, unless a dispute arises in connection with that invoice. In that case, the Funder may withhold the disputed amount (but not any amount which is not in dispute).
- 8 INTELLECTUAL PROPERTY RIGHTS**
- 8.1 Background IPR owned by a Party will remain with that Party. Each Party acknowledges and agrees that it will not have any claim, ownership or interest in another Party's Background IPR or any improvements in such Background IPR other than expressly set out herein.
- 8.2 All New IPR will automatically vest in UC on creation. UC grants the Funder a royalty free, non-exclusive licence to the New IPR (and any relevant Background IPR embodied in the Deliverables) to enable the Funder to have the benefit of the Deliverables, and to use, copy and distribute (but not modify) the Deliverables, solely for the purposes for which the Deliverables were commissioned. For the sake of clarity, the licence granted in clause 8.2 does not include, other than with UC's prior written consent a right for any person other than the Funder to rely on a Deliverable for any purpose.
- 8.3 The Funder grants UC a royalty-free, non-exclusive license to use its relevant Background IPR for the purposes of carrying out the Research.
- 8.4 No representations or warranties are made or given by either Party in relation to Background IPR. However, each Party making available Background IP acknowledges that as far as it is aware, such Background IPR when used in accordance with this Contract will not infringe any third party Intellectual Property rights
- 9 TERM AND TERMINATION**
- 9.1 Irrespective of the date of signing, this Contract will commence on the Start Date and terminate on the End Date, unless terminated earlier in accordance with this clause 9.
- 9.2 This Contract may be terminated by either Party on notice in writing to the other Party if such other Party is in breach of this Contract and does not remedy the breach within thirty (30) days from the date of service of a notice in writing specifying the breach and requiring its remedy.
- 9.3 Where termination of this Contract before completion of the Research is due to the Funder being in breach of this Agreement, the Funder will pay to UC the full Funding as outlined in the SOW. However, where termination is due to a circumstance other than the Funder being in breach of this Agreement, the Funder will pay to UC that portion of the Funding which is equal to the portion of Research completed to date plus the cost of any labour, materials, services or committed funds undertaken, made or ordered by UC in anticipation of full performance of the Research and expenses incurred at the date of termination (and UC may set off any unspent Funding against this amount).
- 9.4 On termination of this Contract, UC will return to the Funder any unspent Funding which is not attributable to any committed expenses or other costs incurred in accordance with this Contract.
- 9.5 Termination of this Contract will be without prejudice to the rights and remedies of the Parties that have accrued prior to termination, including for any prior breach of this Contract.
- 10 CONFIDENTIALITY**
- 10.1 The recipient of Confidential Information will:
- (a) keep it in the recipient's possession and treat it as confidential regardless of when disclosed;
  - (b) not use any Confidential Information belonging to the other Party for any purpose other than as required in terms of this Contract; and
  - (c) only disclose Confidential Information to employees, officers, students, approved subcontractors or professional advisers on a need to know basis and will be liable to the discloser for any breach by those persons of these confidentiality obligations.
- 10.2 The obligation of confidentiality will not, however, apply to information that:
- (a) is already known to the party to which it was disclosed;
  - (b) is in, or becomes, part of the public domain without a breach of this Contract;
  - (c) is obtained from third parties which have no obligation to keep confidential to the contracting parties;
  - (d) is agreed in writing between the parties not to be confidential; or



(e) is required to be disclosed by law.

10.3 The recipient will, on demand by the disclosing Party at the option of the disclosing Party promptly:

(a) return to the disclosing Party Confidential Information which is reasonably capable of being returned; and/or

(b) destroy Confidential Information;

(including copies or reproductions of the same) which is in the possession or control of the recipient.

10.4 The Parties acknowledge that any breach of these confidentiality obligations may result in damages for which monetary compensation would not be an adequate remedy. The affected Party is entitled to specific performance or injunctive relief in addition to any other remedies at law or in equity.

**11 PUBLICITY / ENDORSEMENT**

11.1 Neither Party will use the name or logo of the other Party or the names of any staff or employees of the other Party in relation to this Contract, in the media or publicity or in any endorsement, without the prior written permission of the other Party.

**12 PUBLICATION**

12.1 The Parties recognise the importance of publishing the Research on an open source or otherwise public basis, as further described in clause 18. Publications are encouraged, subject to a copy of any proposed publication being supplied to the Funder for review at least one (1) month prior to its submission or presentation. The Funder may require the removal of any commercially sensitive Confidential Information. The Funder has ten (10) Working Days to inform UC of such commercially sensitive Confidential Information and no response will be deemed approval and acceptance of the proposed publication. Following the removal of such commercially sensitive information, the Funder will have no further right to object to the proposed publication.

12.2 The Parties agree that there will be no constraints applied to the publication of theses. In exceptional circumstances, publication of a thesis may be subject to an embargo for a period of time to be determined by UC to allow for the filing of applications to protect any New IPR.

**13 DISPUTE RESOLUTION**

13.1 If any dispute arises as to the terms of this Contract, then either Party may give written notice to the other Party of that dispute. The Parties will endeavour to resolve it quickly and fairly in good faith.

13.2 If the dispute or difference cannot be settled by good faith negotiation between the Parties within ten (10) Working Days of the dispute or difference arising, such dispute or difference may be referred by either Party to the mediation of a single mediator agreed to by both Parties, or failing that, appointed by the President for the time being of the New Zealand Law Society or his/her nominee.

13.3 If the dispute or difference cannot be settled within thirty (30) Working Days (or such other period agreed by the Parties) of the dispute or difference being referred to mediation pursuant to clause 13.2, either Party may commence court proceedings and will be entitled to exercise all rights and remedies available to it at law.

13.4 Nothing in this clause 13 will prevent either Party from commencing court proceedings for the purposes of seeking urgent Interlocutory relief or non payment of undisputed debts.

**14 FORCE MAJEURE**

14.1 Neither Party will be responsible for any failure or delay in complying with the terms of this Contract, other than an obligation to make payment, where such

failure or delay results from events beyond its reasonable control. The frustrated Party is to resume its obligations under this Contract as soon as it reasonably can after the force majeure event ceases. If such force majeure is not remedied within thirty (30) Working Days of its initial occurrence the other Party may terminate this Contract with immediate effect on written notice to the frustrated Party.

**15 LIABILITY**

15.1 To the extent permitted by law:

- (a) neither party gives any warranties, representation or undertakings to the other except as expressly set out herein;
- (b) neither party will be liable for any consequential or indirect loss, liability or damage of the other, or loss of income, revenue, profit, or savings; and
- (c) UC's total aggregate liability to the Funder in connection with this Contract, the Research and the Deliverables, whether arising in contract (including under any indemnity), tort (including negligence), statute or otherwise at law or in equity will not under any circumstance exceed in amount the total remuneration received by UC, as specified in SOW.

15.2 The Funder acknowledges that UC's liability under this Contract is solely to the Funder, and the Funder indemnifies UC against any costs, losses, claims or damages incurred by UC as a result of the Funder's or any third party's use of (or reliance on) the Research or the Deliverables.

**16 PBRF**

16.1 The Parties agree that, where appropriate, the total amount of the Funding under this Contract will, for Performance Based Research Funding purposes, be excluded by the Funder as External Research Income but may be recorded and reported as such by UC.

**17 GENERAL**

17.1 No amendment to this Contract is binding unless in writing and signed by an authorised representative of both Parties.

17.2 Nothing in this Contract will create, constitute or evidence any partnership, joint venture, agency, trust or employer/employee relationship between the Parties.

17.3 A failure by a Party to enforce a provision of this Contract will not constitute a waiver of any right to future enforcement of that or any other provision.

17.4 If any part of this Contract is unenforceable, invalid or illegal, the other terms will remain in force.

17.5 All clauses of this Contract that are intended to continue after termination, including clauses 7 (Payment), 8 (Intellectual Property Rights), 9 (Termination), 10 (Confidentiality), 13 (Dispute Resolution), 15 (Liability), 16 (PBRF) and 17 (General) will continue in full force and effect.

17.6 Any notice to a Party under this Contract will be deemed to have been delivered immediately upon hand delivery to the address of that Party in the specific terms, five (5) Working Days after posting within New Zealand to the address of that Party in the specific terms, ten (10) Working Days after posting overseas to the address of that Party in the specific terms, or immediately on receipt by the sender of evidence the notice has been successfully emailed to the contact person of that Party in the SOW.

17.7 UC may not assign its liabilities or rights under this Contract to any other person without the prior written consent of the Funder.

17.8 This Contract (including the SOW and any further SOWs agreed under it) records the entire understanding and Contract between the Parties regarding its subject matter and supersedes and extinguishes all prior agreements, statements, correspondence and undertakings, whether written,

oral or both made between the Parties relating to the same subject matter. The Parties agree that in entering this Contract, they have not relied on any representation (including pre-contractual representations) other than those which are set out in this Contract.

- 17.9 This Contract will be read subject to any variations specified in the part of the SOW entitled "Variation to General Terms".
- 17.10 This Contract may be signed in counterparts, including by email, all of which, when taken together, will constitute one and the same document.
- 17.11 This Contract will be governed by New Zealand law and the Parties submit to the non-exclusive jurisdiction of the courts of New Zealand.

**18 BIP CO-FUNDING**

18.1 The Research is co-funded by the Ministry of Business, Innovation and Employment's (MBIE) Building Innovation Partnership (BIP). Accordingly, the Funder hereby:

- (a) consents to UC providing other project co-funder(s) a copy of all Deliverables and providing information

about the Research to MBIE and other funders of, and the participants in, the Building Innovation Partnership programme;

- (b) acknowledges that UC is obliged by MBIE to use its best endeavours to maximise the benefit of the New IPR to New Zealand and where possible, to make the New IPR available on an appropriate open-source basis for the benefit of UC, the Funder, other project co-funders and the building industry more generally, and the Funder will not interfere with UC fulfilling such obligation;
- (c) acknowledges that, where the Background IPR or New IPR incorporate material derived from open source or creative commons licences, such Background IPR and/or New IPR are licensed subject to the terms of the relevant licences and the parties agree to co operate to ensure that the relevant licence terms are complied with (eg attributed obligations); and
- (d) agrees to comply with any reasonable requests by UC to enable it to comply with its funding agreement with MBIE.

**SCHEDULE 2 – MEMORANDUM OF UNDERSTANDING**

**Statement of Intent**

The Buller District Council acknowledges the important contribution research makes to realise effective local government. However, the primary purpose of Buller’s Climate Adaptation Project is to support the district’s communities, particularly those most vulnerable to climate effects, through the continuous adaptation cycle. To achieve this, it is of utmost importance that community wellbeing is prioritised ahead of research objectives throughout the life of this project. This specifically means that where communities may be adversely affected by research findings, the Buller District Council has authority to control the public release or wider dissemination of all project-related research outcomes that makes identifiable the Buller district and/or those communities.

This project is being co-funded by the Building Innovation Partnership. This means that for every \$6 of funding from Buller DC attracts an additional \$4 from the MBIE Science Partnership Scheme. These additional funds will be used directly in the project to employ additional resources, namely a postdoctoral research fellow and postgraduate students. These resources will support several research publications on multi-hazard and multi-criteria adaptation planning and ensure that the Buller community is provided with the best-available methods.

**Multi-Phase Adaptation Planning Process**

Climate Adaptation in Buller is a multi-year process. However, to ensure BDC maintains complete control as to how it funds the project, the contract will be completed in distinct packages. This MoU provides visibility for the entire process. The SoW in Schedule 3 is for the first package.

Buller’s Climate Adaptation Project is being delivered within a wider context of national and regional legislative and funding uncertainty. The Project will support the 5<sup>th</sup>, 6<sup>th</sup>, and 7<sup>th</sup> stages of the Buller District Council’s climate adaptation planning programme:

- Stage 5 – Detailed Risk Assessment
- Stage 6 – Risk Ranking
- Stage 7 – Adaptation Action Planning

For the purposes of this contract, these stages will be addressed in four distinct packages of work:

- Package 1: June 2023-December 2023. The detailed risk assessment and risk prioritisation.
- Package 2: February 2024-December 2024. The draft adaptation plans developed.
- Package 3: February 2025-December 2025. The final adaptation developed.
- Package 4: February 2026-July 2026. The monitoring and evaluation recommendations developed.

Note, these timeframes have shifted from those shown in Figure 1.

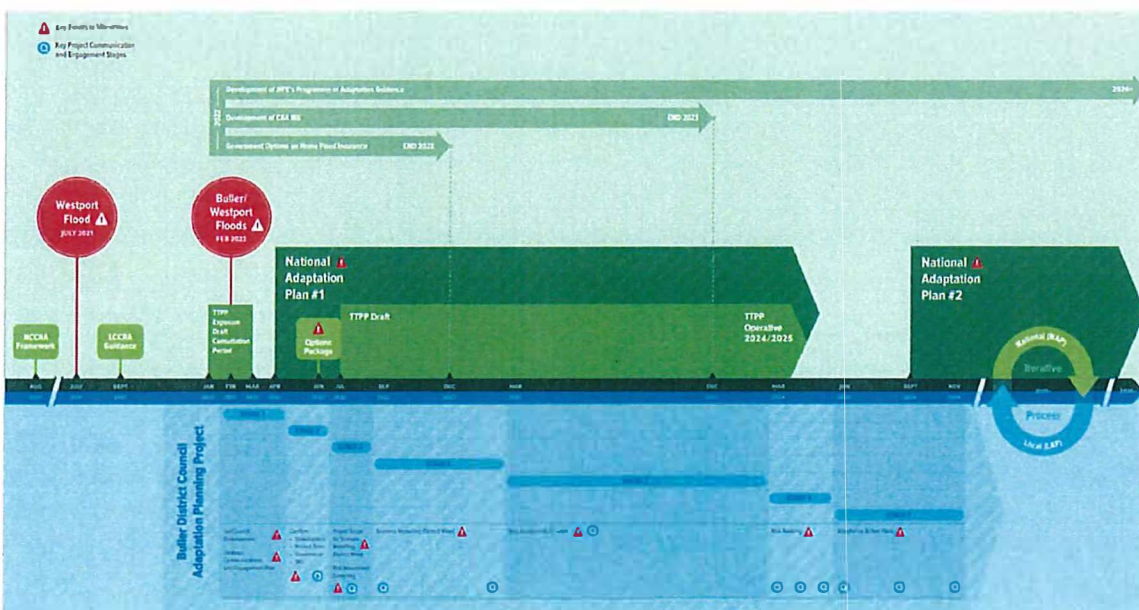


Figure 1. Buller District Council’s Climate Adaptation Planning Programme. Interdependencies with national and regional legislative planning and financing timeframes are shown. Note that the timeframe has shifted and is detailed in this document.



**Package 1: Detailed Risk Assessment and Prioritisation**

Key deliverables for this work package include:

- Risk Explorer 2 data platform with integrated quantitative climate risk data and Council asset and infrastructure networks
- Presentation of Risk Explorer functionality and findings to BDC Mayor and CE
- Presentation of Risk Explorer functionality and findings to Council
- Risk prioritisation workshops with Council staff
- Risk Explorer 3 data platform with integrated quantitative climate risk data and Council asset and infrastructure networks
- Technical Risk Assessment and Prioritisation Report
- Engagement Strategy and Plan
- Communications Plan
- Delivery of Engagement Portal
- Round One engagement package, including collateral
- Round One engagement Summary Report

**Package 2: Initial Adaptation Planning**

Key deliverables for this work package include:

- Draft Community Adaptation Action Plans
- Presentation of Community Adaptation Action Plans to Council
- Round Two engagement package, including collateral
- Round Two engagement Summary Report

**Package 3: Final Adaptation Planning**

Key deliverables for this work package include:

- Final Community Adaptation Action Plans with DAPPs
- Presentation of Community Adaptation Action Plans to Council
- Round Three engagement Summary Report
- Round Three engagement package, including collateral

**Package 4: Monitoring and Evaluation Process Development**

Key deliverables for this work package include:

- Monitoring and Evaluation Recommendations Report
- Round Four engagement Summary Report
- Round Four engagement package, including collateral
- Integration of adaptation engagement into Council BAU – Recommendations Report

**ESTIMATED COUNCIL PAYMENT SCHEDULE**

SCHEDULE	AMOUNT	BIP co-funding	Package of work
June 2023	\$130,000	\$86,666.67	1
July 2023	\$100,000	\$66,666.67	1
February 2024	\$111,000	\$74,000.00	2
July 2024	\$53,000	\$35,333.33	2
February 2025	\$53,000	\$35,333.33	3
July 2025	\$54,000	\$36,000.00	3
February 2026	\$54,000	\$36,000.00	4

SCHEDULE 3 – STATEMENT OF WORK PACKAGE #1

UC Ref:	E7841
Funder Ref:	

**Description of Research**

In October 2022, the Associate Minister of Local Government (Hon Kieran McAnulty) released a report<sup>1</sup> on vulnerable communities exposed to flood hazard. Vulnerability was assessed using four criteria:

1. Socio-economic vulnerability – where the community achieves a score of 10 (most vulnerable) in the New Zealand Index of Deprivation<sup>2</sup>,
2. Flood hazard – where the community is currently exposed to flood hazards,
3. Flood protection infrastructure – where no flood protection infrastructure is planned, and
4. Community ability to pay – where the Council’s (and wider district’s) financial capacity is insufficient to achieve essential adaptation.

Within the report, 44 of New Zealand’s communities (>50+ people) were deemed most vulnerable. Of these, three communities (Urban Westport, Granity, and Hector) are within the Buller district. Additionally, the report identified seven Territorial Authorities from across Aotearoa that have a significant proportion of their populations that are both socio-economically vulnerable and exposed to flood hazards, with the Buller district being the only district of the seven in the South Island.

Buller’s vulnerability profile is exacerbated by its heavy reliance on primary sector industries, such as coal mining and dairy farming, which themselves are vulnerable to climate transition imperatives. It is also a district with an extensive exposed coastline, vulnerable roading network and aging infrastructure, and communities at risk of prolonged post-disaster geographical isolation.

Adapting to climate change is therefore an urgent issue for the Buller district but is a process still presenting significant research questions. These questions involve how to make decisions and engage communities when there are significant uncertainties (particularly around ‘who pays’), multiple hazards, interdependent infrastructure, and cascading and interconnected societal impacts.

Existing guidance on climate change adaptation is based on high-level, qualitative risk assessments. This is insufficient to support the consequential decisions that communities must make today and is unable to leverage the rapidly improving, place-based, multi-hazard, quantitative risk assessments being developed by researchers internationally. **The goal of this project is to develop an adaptation planning methodology that leverages the latest research findings and risk assessment techniques to support communities making decisions today.**

Due to the uncertainty inherent in climate change, decision-making must be adaptive. Adaptive management involves flexible planning that recognises that interventions can fail once certain environmental conditions are reached. For example, an X-metre sea wall may only be suitable for less than Y centimetres of sea level rise; as SLR nears Y centimetres, this would signal that a new option is necessary and further increases would trigger a shift in strategy. Several approaches for decision-making under uncertainty are available (Lawrence et al., 2021), and there is ongoing research around the strengths and limitations of each for New Zealand communities. However, these techniques have never fully been tested within a community in a manner that considers all infrastructures and wider societal impacts.

Additional to managing uncertainty, interventions must be evaluated across a range of considerations. These considerations include an intervention’s risk-reduction effectiveness, cost feasibility, emission-reduction potential, and their impacts (co-benefits or trade-offs) across all the societal wellbeing domains. Engaging with the affected communities, especially those who have lost trust in the government, is a critical issue that must be managed.

These issues raise significant challenges, both in practice and theory. Ultimately, developing a plan that can communicate these challenges, incorporate and reflect the community’s input, and maximise synergies across multiple domains and sectors, all while minimising maladaptive potential, is a hugely complex and impactful issue, one with significant learning opportunities.

**Key Personnel & FTE:**

Tom Logan – 0.15 FTE  
 Post doc fellow – 1.0 FTE

<sup>1</sup> [Vulnerable-Communities-Exposed-to-Flooding-Report- Oct2022.pdf](#)

<sup>2</sup> NZDep 2018



Deliverables (including specific Milestones):

**Package 1: Detailed Risk Assessment and Prioritisation**

The first phase of work covered by this contract includes the

- Detailed Risk Assessment
- Risk Prioritisation
- Preparation of the Engagement Portal
- First stage of community engagement

The key deliverables for this work package include:

Deliverable/Reporting	Due date
Risk Explorer 2 data platform with integrated quantitative climate risk data and Council asset and infrastructure networks	August 2023
Presentation of Risk Explorer functionality and findings to BDC Mayor and CE	August 2023
Presentation of Risk Explorer functionality and findings to Council	August 2023
Risk prioritisation workshops with Council staff, iwi, and other relevant stakeholders	August-September 2023
Risk Explorer 3 data platform with integrated quantitative climate risk data and Council asset and infrastructure networks	November 2023
Technical Risk Assessment and Prioritisation Report	November 2023
Engagement Strategy and Plan	July 2023
Communications Plan	July 2023
Delivery of Engagement Portal	August 2023
Round One engagement package, including collateral	August 2023
Round One engagement Summary Report	November 2023

Funder Property to be used by UC in the Research: N/A

Funding	Totals
Package 1	\$230,000
<b>Total (GST exclusive)</b>	<b>\$230,000</b>

**Payment Schedule**

Invoices will be issued as follows:

Date	Amount NZ\$
On signing agreement	\$130,000
30 July 2023	\$100,000
<b>Total</b>	<b>\$230,000</b>

**Variation to General Terms**

The following clause is incorporated into the General Terms

**19 Statements of Work**

19 UC acknowledges that the Funder wishes to engage UC on a staged basis under separate SOWs. After completion of the SOW outlined above, further work may be commissioned at the Funder’s discretion, and will be actioned by the parties agreeing further SOW(s) by way of contract variation. Any further SOW is not valid until executed by both parties and once so executed, will be deemed to incorporate the General Terms (and any variations).

<b>Notices – UC</b>		<b>Notices – Funder</b>	
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## Schedule 3 – Statement of Work Package #2

UC Ref:	E7841
Funder Ref:	

### Description of Research

In October 2022, the Associate Minister of Local Government (Hon Kieran McNulty) released a report<sup>1</sup> on vulnerable communities exposed to flood hazard. Vulnerability was assessed using four criteria:

1. Socio-economic vulnerability – where the community achieves a score of 10 (most vulnerable) in the New Zealand Index of Deprivation<sup>2</sup>,
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### Key Personnel & FTE:

Tom Logan – 0.15 FTE

Post doc fellow or equivalent Research Assistants – 1.0 FTE

<sup>1</sup> [Vulnerable-Communities-Exposed-to-Flooding-Report- Oct2022.pdf](#)

<sup>2</sup> NZDep 2018

Deliverables (including specific Milestones):

**Package 2: Finalisation of first detailed risk assessment, commencement of draft adaptation plans and ongoing community engagement**

This 2nd phase of work covered by this contract includes the

- Finalisation of the first full Detailed Risk Assessment
- Integration of any updated hazard or asset information
- Analysis of Round One engagement feedback
- Preparation and launch of Round Two engagement -risk information
- Analysis of Round Two engagement feedback
- Commencing draft adaptation plans
- 
- The key deliverables for this work package include:

Deliverable/Reporting	Due date
Risk Explorer 3 data platform	April 2024
Risk Assessment Technical Report	April 2024
Presentation of Risk Explorer functionality and adaptation area summary findings to Council	June 2024
Round Two engagement package, including collateral	June 2024-October2024
Adaptation areas overview report	April – June 2024
Draft adaptation plans	April 2024-November 2024

Funder Property to be used by UC in the Research: N/A

Funding	Totals
Package 2	\$164,000
<b>Total (GST exclusive)</b>	<b>\$164,000</b>

**Payment Schedule**

Invoices will be issued as follows:

Date	Amount NZ\$
1 Feb 2024	\$111,000
30 July 2023	\$53,000
Total	\$164,000

**Variation to General Terms**

The following clause is incorporated into the General Terms

**19 Statements of Work**

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**Notices – UC**

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**Notices – Funder**

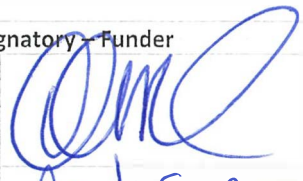
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Physical Address	6 Brougham St Westport 7866
Phone	
E-mail	<a href="mailto:Douglas.marshall@bdc.govt.nz">Douglas.marshall@bdc.govt.nz</a>

**Acceptance**

**Authorised Signatory – UC**

Signature	
Name	<b>Elizabeth Hopkins</b>
Title	Kaihautū   Director Research & Innovation
Date	18 Dec 2024

**Authorised Signatory – Funder**

Signature	
Name	Douglas Marshall
Title	CFO
Date	31/1/2024