

[REDACTED]

From: [REDACTED]
Sent: Tuesday, 14 March 2023 2:03 PM
To: Maribyrnong River Flood Review
Subject: Maribyrnong River Flood Review Submission
Attachments: Flood Recollections Maribyrnong River 14 Oct 22.pdf

Categories: Blue category

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To Whom It May Concern

Attached find my feedback to Melbourne Water on the floods.

It is wider than the terms of reference, so I am sending it to the general email.

We have not yet been able to return to our property.

Regards [REDACTED]

Flood – [REDACTED]

Maribyrnong River 14 Oct 2022

A Resident's Recollection



My partner and I live in the [REDACTED] adjacent to the Maribyrnong River. On 14 October 2022 our home was inundated with flood waters. Now that the flood is mostly water under the bridge, we have decided to share our experiences of the flood and its aftermath. We hope to provide context for people who were not directly affected and to make a personal record. First and foremost, and perhaps surprising, is that the good far outweighed the bad. The decency and kindness of many people, some completely unknown to us, will stay long in our hearts.

Around 7.00 am water flooded across the public walkway that adjoins the village to the east and into the 1.7-hectare wetland gardens. The wetlands separate the village from the river by nearly 100 metres and are a designated flood plain. Unseen beneath, water was concurrently being forced back up the storm water drains and into the village streets. By 7.45 am our street was inundated and by 8.00 am the street behind ours was flooded as well. Inside our house water began spouting from the sinks due to backflow pressure and by 8.30 am the house was enveloped by flood water. We had fleeting success holding back the water and had already packed our *go bags*. The water initially breached the house from the rear, the opposite side to the river, at 9.10 am. Shortly thereafter our home was inundated to a depth of 100mm.

As we didn't live in a designated flood zone, we were not surprised that we didn't receive any site-specific flood warning. Luckily, despite the lack of warning, we were already awake and out of bed. It quickly dawned on us that we were not looking at, but in a flood. [REDACTED] slogan *Lifestyle By the River* quickly became *Lifestyle In the River*. When water appeared in the street, we knocked on our neighbour's doors to alert them. Some people were asleep, others difficult to raise, a few occupants were away and one thought that she had spilt a glass of water on her carpet when getting out of bed. Another early riser further up the street had their house all cleared out, but thankfully was not flooded. Fortunately the [REDACTED] gardener was on site and he assisted with alerting people. Cars, people, and pets left as soon as they could. The flood waters trapped our wheelchair bound neighbour in our driveway with our dog. By chance [REDACTED], our neighbour's son, drove up in a monster SUV and evacuated them. At 11.00am, directed by [REDACTED] management, we evacuated to the community centre located on higher ground. From there we could see the river; its height, size, and speed took us aback. By early afternoon we waded back in knee deep water to recover some more personal effects.

The river peaked at 4.3 metres high, nearly 2 metres higher than the 1993 flood. The flood was unprecedented and unforecastable, exacerbated by several contributing factors. First, the flood occurred in the early hours of the morning during a high tide, into already sodden catchments. Upstream from us, new riverside residential developments increased the rate and volume of water run-off. Downstream, the new Flemington Racecourse flood wall had sealed off the natural flood catchment. The press suggested that our properties were located on an old flood plain that had been redesignated in 2016, and that amended planning regulations did not compel the developer to advise █████ residents of this.

The first few days over the weekend were too busy for us to stop and reflect. We focused on ‘practicalities’ and ‘positivity.’ In practice this meant every day we: did what we *could* do, helped others without overextending ourselves, and completed the most important and achievable task first to give ourselves an early ‘win.’ At end of each day, we would list our wins. We established a daily achievable task list and marked them off as we went. This gave us a sense of control however false that was and more importantly provided us with a mental focal point without which we could have easily been consumed by the uncertainty. We cleared our garage to create a clean and safe work area. We divided the garage space into *for store* and *with us* sections for the task of evaluating what to do with our belongings. We also set up an office area in the garage, which thankfully had internet connectivity. The office turned out to be more important than we first understood. Having this accessible communication portal enabled us to quickly engage with our insurer. Unfortunately, the insurance would later present its own set of challenges.

By day two, we had bought packing boxes etc., and by day three we had packed, inventoried and stored forty boxes of our belongings. Small movable water affected items, such as chairs, mats, towels, and coffee tables were piled out the front to be disposed of. We quickly packed and stacked twenty more boxes the same week. In these first few days █████ had RestorX, a remediation contractor, on-site. RestorX had been appointed by the building insurer and they commenced structural drying and dehumidification quickly, then stripped the buildings of water affected plaster up to 1.5 metres high, cabinetry and any other porous materials. RestorX were also engaged by some households, through their contents insurers, for contents damage assessment, removal, and storage. On day three, after an impromptu chat on the street with a RestorX site manager, we also engaged them through our insurer. There was a miscommunication when RestorX provided boxes but didn’t pack them, which we had mistakenly understood that they would.

For the first week we frequently lost power and vehicle access to our property. Access to our street, one of the few two-way streets in [REDACTED] quickly became problematic. Many vehicles needed admittance, including those of family members, salvage remediation, contractors, and occupants. Household contents, including sodden carpets, were dumped at the front of properties or driveways, as garages were now crammed with household effects. As such the street was often impassable. This confused congestion mirrored people's reactions to the flood. Some stood around stunned and simply bewildered, a few remained in their homes, others parked mobile homes or caravans in the street. People shipped all their effects to storage, or refilled their freezers, or ripped out sodden carpets, or hung rugs out to dry. Others seemed unable to act or chose to do nothing. This span of reactions was understandable given the number of properties impacted and the differing degrees of property damage. Affected residents had a wide variation in individual circumstances: health, age, availability of family support, and financial status, while some were absent from their property. There were also a surprising number of people without, or with inadequate, contents insurance.

Common among all residents was confusion over residential occupancy provisions, particularly the unusual building and contents insurance set up at [REDACTED]. Occupants were responsible for contents insurance, while [REDACTED] was responsible for building insurance. Compounding the confusion was that RestorX, the remediation contractor, was sometimes acting on behalf of two clients at the same property. For instance, at our property they undertook damage assessment to identify items for immediate disposal (for us), ripping out internal walls (for [REDACTED]), removed carpets (for us), installed dryers (for [REDACTED]) and performed insurance damage assessments (for [REDACTED] and later us). Like most people we wrongly thought that the carpet, which is listed as a 'fixture' in our residential contract with [REDACTED], would be covered by the building insurance. Further investigation revealed that carpet is part of the 'premises fixtures' which in our case meant that it needed to be covered by our contents insurance. We learnt that what is or isn't covered by contents insurance can be explained by imagining that you have lifted your house into the air and turned it over. Everything that falls out, including your carpet, is contents and should be covered by your own insurance.

Another issue complicated by insurance was temporary accommodation. Where to stay, for how long and who should pay became an increasingly challenging issue. We had nine moves after the flood before we able to secure a longer-term rental. Short term accommodation was scarce due the Spring Racing Carnival, and we were not attractive tenants to rental agencies. Because of the high demand short-term accommodation cost more than \$2,500 a week. We stayed at our daughter's

the first night, then *Quest Maribyrnong* for two nights, *Sebel Moonee Ponds* for three nights. We then moved to *Aligned Corporate Residences Williamstown* for ten nights, we were thankful for the longer stay. [REDACTED] building insurer had up until this point borne the accommodation costs. This ceased on day seventeen when the expected costs to rehabilitate the village were predicted to exceed their \$5 million coverage. The decision to cease funding temporary accommodation for residents had a significant impact on those with no personal insurance coverage, or with policies that had limited accommodation cover. Those with no coverage were effectively made homeless. Insurance coverage, or lack thereof, and related financial exposure continues to be a source of friction for some residents.

From day seventeen we were able to rely on the temporary accommodation provision of our own contents insurance. However, our insurer subcontracted housing arrangements to a bookings agency who could not make any bookings without the insurer's approval. This caused some bookings to be missed, while some accommodation was not secured until the final moment. We twice had to make last minute private arrangements. Our subsequent stay at the *Quest Moonee Valley* was secured by speaking in person to the owner. The proprietor of our local coffee shop, [REDACTED], overheard us talking and connected us with his friend who helped us secure a longer term furnished rental. Personal contacts helped for a whole range of matters. [REDACTED] saw the boxes in the back of our car and didn't charge us for a car repair. Friends offered accommodation and furniture and loaned us tools including a high-pressure hose. Some colleagues gave us meal vouchers. Simply put personal contact and people matter.

On the night of day four we received advice, via a [REDACTED] Flood Communication email, that the inundation was categorized as Category 3 Black Water. The advice initially imposed only simple constraints: to wear protective equipment in the flood zone and limit access to our property. Two days later a [REDACTED] residents' briefing articulated the health risks more clearly. Being in the flood water was akin to walking in sewerage. An occupational hygienist report, provided by [REDACTED], advised that all water-affected porous or semi porous items should be disposed of. This report later proved instrumental in the resolution of our contents insurance claim.

At a residents' meeting on day six, [REDACTED] committed to rebuild the village regardless of the insurance coverage. [REDACTED] advised us that rebuilding could take six months. Residents' meetings became heated at times as people vented their frustrations over a range of issues, most pointedly whether our homes were built on a flood plain, insurance coverage, floor coverings and temporary

accommodation. The attendance of many people not affected by the flood hindered communication at the meetings. At around this time we and others were approached by the press to tell our story or comment on the many rumors that were circulating. We personally saw no good purpose being served in doing so.

In some respects the first few days were relatively straight forward as we focused all our efforts on practicalities, but by day four we were physically exhausted. We started to struggle mentally and we simply could not effectively process information, something of a brain fog set in. Our minds felt like a series of mixed-up whiteboards and spreadsheets. This was symptomatic of delayed shock, and it took some time for us to acknowledge it and work through the trauma. The mental and emotional impact still lingers, but time and distance are healers. Unknowns and uncertainties characterized the first week, exacerbated by conflicting advice or lack of information. However, we had the good fortune to live in a private retirement village and we had somewhere dry and safe to go, food and accommodation assistance was available and building remediation works had already commenced. Security was improved as people walked onto the site for no discernible reason and others drove up our street simply gawking. Thankfully non-flood affected residents helped with food and drinks, helped clear out properties, loaned equipment, provided a bed or had a chat.

At first sharing our experience helped and there was for some time a strange compulsion to tell your story. Reliving the flood soon became unconstructive as we started to move on. Chats in the street at times became conduits for ill-informed rumors and misunderstandings, principally that [REDACTED] had been built on a flood plain. [REDACTED] explicitly refuted this claim on multiple occasions. However, no one acknowledged that the land may have previously been a flood plain. The disaster greatly affected our village staff. They heard our stories and shared our experiences many times over and, in some respects, have borne the brunt of people's reactions. We also witnessed the impact of the flood on village residents whose homes were not damaged. Their community had been dislocated, facilities damaged and they wanted to and did help but were often unsure of how best to do so.

While [REDACTED] did their best to communicate clearly with residents, there are understandably some areas that needed improvement. At first [REDACTED] provided a written record of the Residents Meetings which helped us, those with flood affected properties, absorb the information in our own time. Communication improved with regular [REDACTED] *Flood Communications* emails, the creation of a specific [REDACTED] flood email address and regular follow up phone calls by staff.

However, some of the early communication was too wordy masking key points, including the crucial Category 3 Black Water alert. Often notifications were sent late in the day, by that time we were exhausted, so the notices were not helpful. Unfortunately, the follow up calls ceased after a few weeks and information about the rebuilt or from the in-house Flood Sub Committee was spasmodic. We would have appreciated if the calls had continued, particularly for residents offsite during the rebuild phase.

In the weeks and months that followed all levels of government progressively provided some support. Those who contacted us directly, like our local council, made a material difference by providing, welfare checks, assistance with rate relief and garbage removal. Interaction with the bureaucracy presented its own range of difficulties. We, and our neighbours, were denied the State Emergency Relief Payment. It took only one week to deny our application, and the responsible agency, The Department of Families, Fairness and Housing, didn't provide any basis for their decision, didn't seek any clarifications from us, and didn't respond to our request to provide a copy of our application. We were particularly unsettled by the perfunctory nature of the Department's rejection notification. After three follow up calls our appeal was finally escalated and approved around sixteen weeks later.

Having moved on from the immediacy of the flood settling our insurance claims then took several months. Thankfully we had comprehensive contents insurance that provided good flood coverage and temporary accommodation. As early as day four we lodged an itemised claim from our temporary garage office, thanks to an electronic inventory, access to the internet and our methodical approach. Subsequently we had trouble contacting our case manager whom we discovered was based offshore. Our contents claim was reclassified as a catastrophe claim so was handled by our insurer's reinsurers. As a result, we worked our way through brokers, underwriters, reinsurers, and finally loss adjusters. It took eight weeks for the key decision maker, the loss adjuster, to contact us. Unfortunately, two weeks later the loss adjuster went on personal leave. Understanding the insurance dynamic and the role of all involved was a challenge that was made easier by making sure that all interactions were confirmed in writing.

Some ten weeks after the flood and the day before Christmas 2022 we received our first settlement offer: a cash offer against each item accepted by the insurer against the damage assessment team inventory. The cash offer was based on the cheapest available *like for like*, often a sale/discounted price founded on functionality not quality. The inventory also differed markedly from our lodged claim. In part this

was due to the unusual building and contents insurance arrangement at [REDACTED]. Some items were simply missed, while others didn't represent a fair *like for like* value. Quick settlement cash offers like the one we received appeal to claimants under financial stress and offer the insurer an optimal time and cost outcome. We were fortunate to have the time and resources to successfully contest the offer. All our insurance matters were subsequently resolved, and we accepted an offer some sixteen weeks after the flood.

Five months after the flood there are still challenges ahead as we deal with the rebuild/refit of our home and continue our dance with the insurers. In reflecting on all that has happened we realise that we are indeed fortunate and that many others are less so. We learnt a lot about ourselves, our community, and have a clearer understanding of our good fortune to live in [REDACTED].

A soon to return [REDACTED] Resident