

**COMMISSION OF INQUIRY ORDER (NO.1) 2011
COMMISSIONS OF INQUIRY ACT 1950**

SUBMITTER: COMMITTEE OF JABIRU PLACE CTS 19169

Date of submission 5 April 2011

SUBMISSION TO QUEENSLAND FLOODS COMMISSION OF INQUIRY

LIST OF MATERIAL IN SUPPORT OF SUBMISSIONS

Doc No.	Date	Description
1.	undated	Ipswich City Council Flood Map
2.	undated	Aerial Photograph town house complex
3.	undated	Aerial photograph <i>Jabiru Place</i> and environs
4.	18.04.94	Site Plan Building Locations Stage 1 Drawing No 43751-01 No 1 of 4
5.	18.04.94	Floor and Drainage Plans Elevations Sections and Details Drawing No 43751-01 No 2 of 4
6.	18.04.94	Pool House Structural Details Drawing No 43751-03 No 3 of 4
7.	18.04.94	Proposed Carport Structural Details Drawing No 43751-04 No 4 of 4
8.	24.11.94	Site Plan Building Locations Stage 3 Drawing No 43695-03 C
9.	24.11.94	Siteworks Layout Plan Drawing No 43695-C1
10.	24.11.94	Services Layout Plan Drawing No 43695-C2
11.	24.11.94	Details & Notes Drawing No 43695-C3
12.	24.11.94	Floor Plan Type A & B Units Floor Framing Plan Drainage Plans Drawing No 43695-10
13.	24.11.94	Floor Plan Type C Units Floor Framing Plan Drainage Plans Drawing No 43695-11
14.	24.11.94	Floor Plan Units 20,21, 22 & 23 Overall Dimensions Bracing Plans & Elevations Drawing No 43695-17

SUBMISSIONS

On behalf of the Jabiru Place CTS 19169

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15. 24.11.94 Floor plan Units 24, 25 & 26 Overall Dimensions Bracing Plans & Elevations Drawing No 43695-18
16. 24.11.94 Floor Plan Units 27, 28 & 29 Overall Dimensions Bracing Plans & Elevations Drawing No 43695-19
17. 24.11.94 Unit Type A & B Section Thru and Details Drawing No 43695-20
18. 24.11.94 Unit Type C Section Thru and Details Drawing No 43695-21
19. 24.11.94 Slab and Footing Details Drawing No 43695-31
20. 14.11.95 Floor Plan Units 35, 36, 37 & 38 Overall Dimensions Bracing Plans & Elevations Drawing No 43695-24
21. 14.11.95 Floor Plan Units 30, 31, 32, 33 & 34 Overall Dimensions Ground Flr Bracing Plan & Elevations Drawing No 43695-22
22. 14.11.95 Floor Plan Units 39, 40, 41 & 42 Overall Dimensions Bracing Plans & Elevations Drawing No 43695-25

(Copy of above Plans for documents 4 to 22 are included on A3 paper)
23. 10.11.10 Email from [REDACTED] to [REDACTED] (contact with Origin Alliance)
24. 16.12.10 Email from [REDACTED] to Committee regarding works on Monash Overpass
25. 25.01.11 "Past Advice for a modern Flood", The Courier Mail
26. 27.01.11 Email from [REDACTED] (Body Corporate Brokers) regarding claim for CTS
27. 02.02.11 Letter and RTI Application form to Ipswich City Council for copies of documents and information
28. 02.02.11 Letter and RTI Application form to the Department of Main Roads for copies of documents and information
29. 16.02.11 Letter from CHU to Body Corporate Services (responding to flood claim)
30. 18.02.11 Letter from Ipswich City Council to Committee (RTI application)
31. 23.02.11 Letter from Department of Main Roads to Mr Morgan enclosing s.41 notice
32. 01.03.11 Product Disclosure Statement & Policy Wording Residential Strata Insurance Plan
33. 01.03.11 Summary of Key Changes Residential Strata Insurance Plan

34. 01.03.11 Quick Claims Guide for Agents & Brokers
35. 03.03.11 Email from Chairman to Department of Transport and Main Roads (narrowing the scope)
36. 30.03.11 Certificate of Currency
37. 01.04.11 File note of meeting with Derek Millar, Department of Transport and Main Roads
38. 04.04.11 Letter from Allan McLaughlin Registered Surveyor
39. undated Statement of Sharron Lee Campbell
40. undated Statement of Sharyn Finn
41. undated Statement of Anya & Brett Hunter
42. undated Statement of Tania McLaughlin
43. undated Statement of Matthew Morgan
44. undated Statement of Anthony Rush
45. undated Statement of Michael William Wilkinson
46. undated Statement of Sarah Wilkinson

SUBMISSIONS

REFERENCES & TERMS

- 1 For consistency the following terms will be used throughout this submission:
 - (a) **Body Corporate** means the Body Corporate for Jabiru Place Community Title Scheme 19169 located at 13 Bridge Street, Redbank.
 - (b) **Brisbane Flood Disaster** or **Disaster** means the flood event that took place on 11 January 2011.
 - (c) **Complex** means Jabiru Place.
 - (d) **Development** means the subdivision and construction of Jabiru Place being known as the project "Abergavenny Unit Development".
 - (e) **Developer** means Abergavenny Investments Pty Ltd.
 - (f) **Jabiru Place** means the Community Title Scheme 19169 being located at 13 Bridge Street, Redbank.
 - (g) **Monash Overpass** means the overpass being constructed on land resumed from Jabiru Place by the Department of Transport and Main Roads as part of the Goodna to Dinmore Ipswich Motorway Upgrade. The Overpass exists from the Ipswich Motorway and travels in a northerly direction to join Monash Road at the intersection of Monash Road and Brisbane Terrace, running parallel to McAuliffe Street.
 - (h) **Owners** means the registered proprietors of the town houses forming the Group Titles in the Community Titles Scheme 19169.
 - (i) **Residents** means the occupants of the town houses forming the Group Titles in the Community Title Scheme 19169.

BACKGROUND

- 2 Jabiru Place is a Community Title development. The land comprises an irregular shaped battle axe allotment that has a gentle slope from north-west to south east. The north western alignment adjoins the Brisbane to Ipswich Railway Line. The North Eastern alignment adjoins an open grassed area. The open grassed area includes a natural watercourse, which flows down along the North Eastern boundary from the direction of the Redbank Station. The southern boundary adjoins the rear of several improved residential allotments.¹
- 3 The development is located within the Ipswich City Council in the suburb of Redbank approximately 30 kilometres south-west by road from the Brisbane General Post Office and 10 kilometres east of the Ipswich Post Office.
- 4 Jabiru Place comprises 42 residential town houses with an internal road network, barbeque area and communal swimming pool and tennis court.
- 5 The development of Jabiru Place was undertaken in 5 separate stages². The stages of development appear to have been:
 - (a) Stage 1 - Units 1 to 9;
 - (b) Stage 2 – Units 10 to 19;

¹ Aerial photograph *Jabiru Place* and environs [Document No 3].

² Site Plan Building Locations Stage 1 Drawing No 43751-01 [Document No 4].

- (c) Stage 3 – Units 20 to 29;
 - (d) Stage 4 – Units 30 to 38; and
 - (e) Stage 5 – Units 39 to 42.
- 6 The first state of the development was constructed in 1994.
 - 7 Following completion of construction of the subdivision by Abergavenny Investments Pty Ltd the resulting development was registered in accordance with the *Building Units and Group Titles Act 1980 and the Building Units and Group Titles Regulations 1980* (1980 Act). The Group Titles Plan of Resubdivision No. 103134 was registered with the Titles Office.
 - 8 On enactment of the *Body Corporate & Community Management Act 1997* (BCCMA) transitional provisions applied to the 1980 Act. The effect of the transitional provisions of the BCCMA was to replace building units plans and group titles plans under the 1980 Act with community titles schemes (CTS). The enactment of the BCCMA also precluded further group titles plans being registered.
 - 9 Under s326 of the BCCMA a former group titles plan registered under the 1980 Act is referred to as an "*existing plan*". The existing plans were dealt with by commencement of a new CTS for the existing plan with each lot being included in the new scheme.
 - 10 Each item of additional common property under Division 2 of Part 2 of the 1980 Act (other than that incorporated into the parcel because of Division 2) became a body corporate asset for the CTS.
 - 11 The body corporate under the 1980 Act was taken to continue in its existence without any change to its corporate identity, and became the body corporate for the new CTS.
 - 12 The transitional provisions also provided for existing plans to be converted. In the case of a group titles plan it is taken to be a *standard format plan* under the BCCMA. Any group titles plans easements applicable under the 1980 Act continued to apply such as easements for support for the common walls between each town house.
 - 13 It is of significance to note that Jabiru Place is immediately adjacent to a significant upgrade to the Ipswich Motorway being the Monash Road overpass. The construction of the overpass has resulted in a significant (approximately 793 square metre) resumption of land from Jabiru Place together with an assortment of issues directly resulting in significant loss of amenity and enjoyment of use of the town houses for residents. The overpass is being constructed between McAuliffe Street and Jabiru Place³.

IMPACT OF BRISBANE FLOOD DISASTER

- 14 Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 & 12 were filled with water from ground floor through to half way up the walls of the first floor. The height of the water reached approximately 5100mm. These were the 9 units that were most severely impacted.
- 15 The water was present in the units for not less than 48 hours, taking days to recede to the extent that owners could access their units in relative safety. Practically all plaster board required removal together with ceilings, all fittings such as kitchen cabinetry and all furnishings and chattels in the town house.
- 16 Units 13, 14, 15, 16, 20, 21, 22 and 23 were filled with water to the level of the ceiling of the first (ground) floor level. The height the water reached was approximately 3200mm. The plaster board ceilings were all destroyed. The water did not reach the first floor level.

³ Aerial photograph *Jabiru Place* and environs [Document No *].

- 17 Units 17, 18, 19, 24, 25, 26, 27, 28, 29, 31, 32 and 33 were inundated with water approximately half way up the walls of the ground floor level. The height the water reached varied from approximately 150mm to 800mm. The lower plaster board sections of walls were destroyed together with kitchen cabinetry and all furnishings.
- 18 When the residents could access their town houses following the Disaster the town houses were progressively stripped of all furniture, furnishings, clothes, kitchen ware, white-goods and chattels. In almost all cases these items were thrown away. A refuse pile was put together in the car parking spaces in the central driveway area.
- 19 The refuse was removed by Origin Alliance during the week commencing Monday, 17 January 2011. It took 87 loads in tip trucks, which had a capacity of approximately 12 cubic metres. This equates to approximately 24 cubic metres of waste per town house, and gives a good indication of the quantity of material deemed beyond salvageable.
- 20 The full extent of the Disaster is best understood by considering the statements included with this submission.

ACCESS TO INFORMATION

- 21 The majority of residents of Jabiru Place lost all their personal paperwork and records as a result of the Disaster.
- 22 In an endeavour to be able to make informed and worthwhile submission the Committee of the CTS has made two applications pursuant to the *Right to Information Act 2009* (Qld). The applications have been made to the:
 - (a) Department of Transport and Main Roads⁴; and
 - (b) Ipswich City Council⁵.
- 23 After communications acknowledging receipt of the applications the responses received communications indicating the extent of the requests may result in a rejection on the basis of s.41 of the *Right to Information Act 2009* (Qld). The Committee were invited to narrow the scope of the applications, and meetings have been held with representatives of Ipswich City Council and the Department of Transport and Main Roads.
- 24 A number of documents have been received from Ipswich City Council⁶; but the Committee is yet to receive any documentation from the Department of Transport and Main Roads. There are further documents that have been ordered from the Council; but it is still dealing with the substantive request for documentation.
- 25 Representatives of the Committee met with [REDACTED] from the Department of Transport and Main Roads on Friday, 1 April 2011 for the purpose of the Committee narrowing the scope of documents requested under its RTI application. At that meeting no documents were provided.

CRITERIA 2 (b) THE PERFORMANCE OF PRIVATE INSURERS IN MEETING THEIR CLAIMS RESPONSIBILITIES

General commentary

- 26 Based on the experience of the owners the performance of private insurers has been highly variable.

⁴ See application to Department of Transport & Main Roads [Document No 28].

⁵ See application to Ipswich City Council [Document No 27].

⁶ See drawings [Document No 4 to Document No 22].

- 27 There are a number of insurers insuring for home and contents at Jabiru Place. They include:
- (a) QBE Insurance (Australia) Limited;
 - (b) NRMA Insurance Limited⁷;
 - (c) RACQ Insurance Limited;
 - (d) Suncorp Insurance Limited;
 - (e) ANZ Insurance Limited (underwritten by QBE and ING)⁸;
 - (f) Westpac Insurance Limited;
- 28 Some owners are still waiting to receive copies of policy documents, having requested copies of the documents on at least 3 occasions. Many owners are still waiting to receive any formal acknowledgement or response from their insurers. Most owners have received oral advice on the telephone denying indemnity under policies of insurance.⁹
- 29 The performance of private insurers in response to dealing with requests from residents has been varied and, at present, all insurers appear to be waiting to receive reports from expert hydrologists in relation to the Disaster before providing further advice on indemnity under policies of insurance.¹⁰
- 30 Three owners have been fortunate enough to receive oral claims approval and are to start the task of rebuilding.¹¹ However, most owners are having to fund rebuilding by other means.¹²
- 31 One owner has received confirmation of a payment under a policy in the amount of \$5,000 for contents only as he was an investor. This money is to cover for carpets and curtains only.

Common property - claim

- 32 The common property is insured by CHU Underwriting Agencies Pty Ltd.
- 33 The Caretaker of Jabiru Place telephoned Body Corporate Brokers on 12 January 2011 to notify the Broker of the damage to Jabiru Place.
- 34 On 15 January 2011 [REDACTED] (Chairperson) & [REDACTED] JP (Treasurer) telephoned Body Corporate Brokers and spoke with [REDACTED] making an inquiry about making a claim on behalf of the Body Corporate and were informed the Caretaker, [REDACTED] had already been in contact and had notified it of a claim. [REDACTED] advised the Committee that there was no need to complete any paperwork.
- 35 After the notification on 20 January 2011 [REDACTED] from MYI Freemans Loss Adjusters attended Jabiru Place for the purposes of assessing the loss. (Matt to advise of the correct assessor's name).
- 36 On 14 February 2011 CHU Underwriting Agencies Pty Ltd wrote to the Body Corporate and advised that it was waiting to receive an expert hydrologist's report before it could make a decision in relation to the claim. To date no further communication has been received.¹³

⁷ See paragraph 23, statement Sharron Lee Campbell [Document No 39].

⁸ See paragraph 28, statement Matthew Morgan [Document No 43].

⁹ See paragraph 47, statement Sharron Lee Campbell [Document No 39].

¹⁰ See paragraph 20, statement Anthony Rush [Document No 44].

¹¹ See paragraph 77, statement Matthew Morgan [Document No *43].

¹² See statement of Tania McLaughlin [Document No 42]; statement of Anya and Brett Hunter [Document No 41].

¹³ See document No 29.

Insurance

- 37 The Body Corporate is insured by CHU Underwriting Agencies Pty Ltd acting on behalf of QBE Insurance (Australia) Limited. The current policy of insurance covers¹⁴ the Building and Common Area. The policy of insurance required renewal by 30 March 2011. The renewal process was complicated by the Brisbane Flood Disaster. It appears Jabiru Place now represents effectively uninsurable risk for many insurers. Insurers have declined to cover the risk of any flood because of the impact of the Disaster.¹⁵
- 38 So far as the residents are concerned the inability to secure flood insurance whilst being an owner of a property that is at risk of flooding represents an entirely unenviable situation. It is quite possible the owners may also be in breach of technical obligations under the terms of their mortgages. The situation is entirely a creature of the initial approval process, which allowed the development to proceed.

Insurance - Body Corporate & Community Management Act 1997

- 39 Jabiru Place became a CTS by virtue of the operation of the BCCMA, and the transitional provisions. The transitional provisions did not provide any requirements relating to insurance; but after 12 months (by 1998) the CTS had to comply with the insurance provisions of the standard regulation module. The CTS was deemed by operation of the transitional provisions to be a standard module if nothing was filed with the Titles Office.
- 40 A standard format plan with buildings that have a common wall such as town houses have different insurance requirements to other regulation modules. For a standard format plan the Body Corporate must insure any building with a common wall with another lot. The description of "*building*" includes fences, walls, closed in balconies, sinks, basins, shower screens, toilets, fixed tiling, stoves, doors, built in cupboards and the like. The term does not include carpets and underlay, ceiling coverings, wall coverings such as paint. Insurance must cover earthquake, explosion, fire, lightening, storm, tempest and water damage, glass breakage and damage from impact malicious acts and riot.
- 41 Regulation 180 of the Body Corporate and Community Management (Standard Module) Regulation proscribes insurance for town houses, which are buildings with common walls. The Regulation indicates that the body corporate "*must insure each building ... for its full replacement value*", and a policy of insurance must cover "*(i) damage; and (ii) costs incidental to the reinstatement or replacement of the buildings, including the cost of taking away debris and the fees of architects and other professional advisers ...*".
- 42 Section 190 of the *Body Corporate & Community Management Act 1997* (BCCMA) gives the Body Corporate an insurable interest for the purpose of effecting insurance coverage if it is required under the regulation module that applies to the scheme.
- 43 The insurance must cover damage for "*(a) earthquake, explosion, fire, lightning, storm, tempest and water damage; and (b) glass breakage; and (c) damage from impact, malicious act and riot*"¹⁶ [emphasis added].
- 44 The CTS has recently renewed its policy of insurance, and as is indicated earlier has attempted to obtain insurance to cover flood damage. As the Commission can see the Policy Wording was revised in March 2011¹⁷. However, the Committee understands the essential elements of the policy of insurance remain unchanged. The Policy of Insurance now has further inclusions; but still does not cover the CTS for losses or damage arising from a flood.

¹⁴ See Policy 1, Policy 2, Policy 3, Policy 5, Policy 6, Policy 8, Policy 9 and Policy 10 [Document No 32].

¹⁵ See letter from United Insurance Group to Body Corporate CTS 19169 dated 26 March 2011 [Document No *].

¹⁶ See section 176 Part 9 Body Corporate and Community Management (Standard Module) Regulation.

¹⁷ See Document No 32.

45 The policy of insurance taken by the Body Corporate to cover loss for the Community Title Scheme defines the insured property as:

(a) Building

Building means:

Building or buildings as defined by the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Building is situated, including:

- (i) out buildings;*
- (ii) fixtures and structural improvements other than Floating Floors;*
- (iii) in-ground swimming pools and spas;*
- (iv) ...*
- (v) Satellite dishes, radio, television and other antennas including their associated wiring ...*
- (vi) Underground and overhead services;*

That You own or have legal responsibility for:

- ◆ *at, in or adjacent to Your Situation, or*
- ◆ *temporarily removed elsewhere in Australia*

(b) Common Area Contents

Common Area Contents means (but not so as to limit the generality thereof):

- (i) furniture, furnishings, household goods, light fittings, internal blinds, curtains, fire extinguishers and the like;*
- (ii) built-in or freestanding appliances such as dishwashers, washing machines and dryers, other electrical items;*
- (iii)*

That You own or have legal responsibility for:

- ◆ *at, in or adjacent to Your Situation, or*
- ◆ *temporarily removed elsewhere in Australia*

Building and Common Area Contents do not include:

- ◆ *aircraft, caravans ...*
- ◆ *livestock ..*
- ◆ *lot Owners' Contents and any other personal property of theirs;*
- ◆ *money*
- ◆ *plants, hedges, trees, shrubs, gravel, shale, stones, clay or soil on paths or driveways or tennis courts, soil or bark or mulch in gardens other than as covered ...*
- ◆ *temporary wall, floor and ceiling coverings within a Lot/Unit, and mobile or fixed air-conditioning units servicing an individual Lot/unit (Queensland).*

Where anything in this definition of 'Insured Property' is contrary to the Strata Schemes Management Act, Strata Titles Act, community titles Act or similar legislation applying where Your Building is situated the requirements of Your Act will apply."

46 The policy of insurance does not cover for damage caused by flood water. A literal reading of the Regulation gives the clear impression its intention was to proscribe that owners be protected by insurance for damage caused by water (including flood water), and that insurance needs to be taken by the Body Corporate in respect of the building for this risk.

47 It is clearly arguable the circumstances foist upon the Body Corporate mean it is unable to comply with its statutory obligation and provide the requisite level of insurance. The impact of a Body Corporate having an uninsurable risk will, clearly sound in a reduction in value of the CTS.

CRITERIA 2(c) ALL ASPECTS OF THE RESPONSE TO THE 2010/2011 FLOOD EVENTS

Measures taken to inform the community

48 The residents of Jabiru Place first received notification they needed to take action to remove themselves and secure any readily portable possessions by a text message from the State Government on 11 January 2011, which was broadcast to all mobile telephone owners within the Redbank area. The message said:

(a) *"Flash Flood Warning Brisbane River to reach 18 to 19 m Wednesday AM. Residents close to River or associated tributaries monitor situ overnight and evacuate if required".*

- 49 Apart from the text message the residents of Jabiru Place did not receive any warning or advice from any government instrumentality or body, or receive any information or advice from the Ipswich City Council.¹⁸
- 50 The message also did not provide any advice, by reference to landmarks, of what water that high would inundate. It did not give any clear indication of the risk to property.
- 51 The residents of Jabiru Place did not receive any personal visit from the Queensland Police Service or Council or SES to advise of any impending Disaster, or the likely impact of the flood waters.
- 52 The resident of unit 4 remained in her town house for the duration of the Disaster and quite conceivably could have been seriously injured as she was in her bedroom and had no means of escape. She stood in the corner with water up passed her chest height, and did not come out of her unit until the water had receded and residents returned to the complex and were hosing the mud off her front drive.
- 53 Sharron Campbell (unit 12) was evacuated from her unit by Anton & Kelly Rush of Unit 25 on 11 January 2011 after vehicular exit access was cut off by rising flood waters. She had stated that she would not leave the complex because she had 3 cats, and had no relatives or friends close by and had no where to go and had no form of transport. Anton & Kelly insisted she leave the complex with her cats and stay with Anton's mother.¹⁹

Measures to protect life and private and public property

- 54 The residents of Jabiru Place did not receive any advice or assistance from any statutory body to assist with protection of life, or private and public property prior to the Brisbane Flood Disaster.
- 55 Following the Brisbane Flood Disaster the residents of Jabiru Place received considerable assistance from volunteers and not for profit organisations such as Community One. Queensland Fire & Rescue and Queensland Rural Fire Service came and assisted, Elements of the Australian Defence Force also came and assisted.
- 56 Immediately following the Brisbane Flood Disaster the residents of Jabiru Place were left without power and were effectively cut off from normal access routes to Bridge Street, Redbank. Jabiru Place could only be accessed by driving on several roadways against the usual flow of traffic.
- 57 Although the support of the people of South East Queensland (Brisbane, Gold and Sunshine Coast) was extremely generous and volunteers were willing, significant destruction of property resulted from the inability of residents and owners to adequately clean furniture and goods on site (extremely difficult without hot soapy water) and the site lacked anywhere to store cleaned furniture and goods. The only way to have clothes, linen, furniture and other household items cleaned was to rely on family and friends to take loads away for cleaning and restoration.
- 58 The government instrumentalities did not offer or provide any facilities for cleaning or restoration.
- 59 After the emotional shock of the significant destruction caused by the forces of the flood waters, which brought significant sediment, it was impossible for residents to develop a

¹⁸ See paragraphs 4, 5, 15, 16 and 17, statement of Sharron Lee Campbell [Document No 39]; see paragraph 14, statement of Matthew Morgan [Document No 43]; see paragraph statement of Michael Wilkinson [Document No 45].

¹⁹ Paragraph 19, statement Sharron Lee Campbell [Document No 39].

strategy or methodology for salvaging household goods. As a result a significant amount of household goods, which could have been salvaged were sacrificed to land fill because:

- (a) Residents did not know how to go about cleaning furniture;
 - (b) Residents were not clearly informed whether or not cleaning furniture, linen and other household items with disinfectant and hot soapy water would be sufficient to prevent any disease resulting from sewerage contamination in the flood water.
 - (c) Residents did not have access to hot water or any storage facilities.
 - (d) Residents were overwhelmed by the magnitude of the impact of flood waters on the contents of their homes and absent knowledge or understanding of salvage techniques and the space and capacity to access hot water a "throw away" mentality developed.
- 60 Of the 42 townhouses 33 were affected by the Disaster. There were approximately 10 town houses that had flood waters reach within approximately 30 to 40 centimetres of the ceiling in the upstairs floor of the town house. The water also took at least 48 hours to recede, which meant the town house and its contents were soaking in flood water for that time.
- 61 The radio broadcasts continually made announcements to obtain and download information from websites, which was of no assistance to the residents as power was cut in Redbank and the associated suburbs.
- 62 As there was a significant number of volunteers (many turned away from volunteer centres) the manpower could have been utilised to take household goods, clothes, linen and other materials off site for cleaning and temporary storage and then return.

Immediate management, response and recovery

- 63 On the second day of recovery Jabiru Place had received the services of Centrelink, and had an officer on site dealing with inquiries directly.
- 64 The local member of parliament had made arrangements for certain volunteers to present themselves at Jabiru Place for deployment within the complex to assist residents cleaning out town houses.

Resourcing, overall coordination and deployment of personnel and equipment

- 65 The deployment of experienced salvage operators would have been extremely useful to assist tired and emotional people with realistically assessing what of their possessions could be salvaged with some time and effort instead of consigning practically everything to the tip.
- 66 A lack of methodology and knowledge of viable salvage techniques resulted in an extensive and expensive waste of natural resources.

Adequacy of equipment and communications systems

- 67 The communications systems did not provide the residents with any warning of the speed of the rise of the flood waters. There was little or no contact from any statutory authorities in relation to this area of Redbank.
- 68 There was a lack of information about the impact 16 metres of water was likely to have. For example, would it cover the driveway, ground floor or upper level of the town house.

Adequacy of the community's response

- 69 The Brisbane and Ipswich Communities rose to the challenge of the Disaster magnificently and new friendships and alliances have been forged as a result of the Disaster.

CRITERIA 2(e) ADEQUACY OF FORECASTS AND EARLY WARNING SYSTEMS – BRISBANE VALLEYS

- 70 Absent the warning from Vodafone and other messages received from others the residents of Jabiru Place would not have evacuated in time to avoid being stuck in the rising flood waters. There was at least one resident that did stay in a town house during the Disaster.
- 71 Many residents are extremely critical of the local and state governments failure to warn residents of the dangers. This failure is more significant given the existing knowledge of the council and state government, based even on an optimistic interpretation of 1 in 20 year flood event was that Jabiru Place would be affected by the Disaster, and people's lives and property would be at risk.²⁰

CRITERIA 2(g) ALL ASPECTS OF LAND USE PLANNING THROUGH LOCAL AND REGIONAL PLANNING SYSTEMS TO MINIMISE INFRASTRUCTURE AND PROPERTY IMPACTS FROM FLOODS

Council planning

- 72 Absent receiving a copy of the documents comprising the Development Application and Approval in respect of the development it is somewhat difficult to make concluded submissions in relation to the residents' concerns in relation to the development.
- 73 The Site Plan Building Locations Stage 1²¹ includes two notations namely:
- (a) "old flood line"; and
 - (b) "new flood line RL 11.500".
- 74 It appears from these notations the Developer had some hydrological modelling done so as to effectively move what is assumed to be the 20-year flood line away from the proposed unit development. As the Committee has not yet received a complete copy of all documents requested in its RTI application it has not been able to reach a concluded view on this issue.
- 75 The Committee has also been unable to consider the conditions upon which the Ipswich City Council granted development approval or the conditions on which the Council granted building approval.
- 76 It is certain, however, that the location of the flood lines (both old and new) on Drawing No 43751-01 do not reflect the reality of flood events.
- 77 On the Site Plan Building Locations Stage 3 the old flood line has been completely omitted. The new flood line also fails to follow the contour of the existing land form.
- 78 The modelling appears to be entirely inadequate and flood prevention measures entirely lacking in respect of the development.
- 79 The owner of unit 26 in Jabiru Place is a surveyor and has taken flood levels on AHD height Datum. He observed that the flood level on 13 January 2011, which was two days after the initial inundation was RL 16.90 metres²². Mr McLaughlin indicates that he observed level of the flood level exceeded that of the 1 in 100 year flood event. It also appears to be at odds with the OV5 flooding and urban stormwater maps publicly available²³.
- 80 The Committee is concerned about the Council's approval process especially in approving construction of a high density residential development in such a high risk location. The

²⁰ See statement of Sharron Lee Campbell [Document 39].

²¹ Site Plan Building Locations Stage 3 43695-03 [Document No. 8]; Site Plan Building Locations Stage 1 43751-01 [Document No. 4].

²² See document No 38 - letter from Allan David McLaughlin dated 4 April 2011.

²³ See document No 1 OV5 Flooding and Urban Stormwater Flow Path Areas.

location's risk is now enhanced by virtue of the Ipswich Motorway Upgrade and the overland water flow problems directly resulting from the Monash Road Overpass.

- 81 The plans indicated the flood line on maps was based on a 1 in 20 year flood event, and not a 1 in 100 year flood event.²⁴
- 82 It appears the quality of information readily available and advice provided by conveyancers and solicitors on the purchase of the town houses meant the residents were not aware that if Jabiru Place had been constructed in the 1974 floods it would have been underwater.²⁵
- 83 Professor Grigg outlined a proposal for homes in flood prone areas to have "legally-enforceable flood plans that would outline how the property would be affected by each metre of water rising in the Brisbane River". If Professor Grigg's advice had been adopted the residents would have had a clear understanding of what action to take on hearing that the Brisbane River was to reach 18 to 19m.
- 84 Based on the recommendations of Professor Grigg's report the land on which Jabiru Place is constructed would have been set aside for parklands or open space, such as an addition to the Pan Pacific Peace Park.
- 85 Given the reduction in values of homes imposed by insurers assessing certain homes (such as the Jabiru Place town houses) as an "uninsurable risk" for flood damage development of a rating system and flood plans would assist in giving certainty to insurers, home buyers and home owners about the real, not imagined, risks of flood damage.²⁶
- 86 The development has, as has been recently demonstrated put lives at risk.

Management of Ipswich Motorway Upgrade

- 87 As part of the Ipswich Motorway Upgrade the State government has resumed an area of land of approximately 793 square metres situated at the most eastern point of the Jabiru Place complex. This area of land was heavily planted with various species of trees, which were mature and provided a dense canopy with limited underbrush. The area of land formed part of a natural waterway and was set down from the level of the existing tennis court. The topography of the resumed area was slightly undulating with the mid to rear sections being the lowest.
- 88 In the weeks prior to the Brisbane Flood Disaster the residents and Committee of Jabiru Place had noticed flash flooding occurring from the combined effects of:
 - (a) Clearing and earthworks on the adjacent land as part of the construction works for the Monash Road overpass.
 - (b) The inadequate overland drainage from the land adjacent to the north east corner (near swimming pool and tennis court) of Jabiru Place.
 - (c) The flow of the water being impeded and effectively dammed because of the construction of the Monash Road overpass.
 - (d) The watercourse being vegetated with reeds and other flora typically located in swampland previously assisted in the control of the overland water flows by slowing the velocity of the flow of water and enabling the area to soak up the water. The changes to the topography of the area from earthworks and construction of the Monash Road Overpass have reduced the water carrying capacity of the land, and resulted in a

²⁴ See paragraph 5, statement Tania McLaughlin [Document No. 42].

²⁵ See paragraph 26, statement Anthony Rush [Document No. 44].

²⁶ See Documents No **

blockage of the overland water flows. The result is banking up of water and additional flooding to McAuliffe Street, the adjacent Pan Pacific Peace Park and Jabiru Place.

- 89 Prior to the Brisbane Flood Disaster the Committee had taken photographs, video footage and amassed evidence of observations of the water flows and the impact of the construction process and overland drainage design of the Monash Road overpass.
- 90 The effect of the flash flooding causes water to back up to flood the tennis court. The velocity of the water coming down the incline along the north-eastern boundary will also cause problems with the structural integrity of the swimming pool, because of the potential for the continual drainage problems to undermine that boundary line along the area of the swimming pool.
- 91 Whilst Origin Alliance continued building up earth to increase the height of the overpass they installed three 2.1 metre drainage pipes to drain the overland water flows from Jabiru Place and the portion of land immediately adjacent to Jabiru Place. Approximately 2 weeks later the preparatory earthworks were removed and the drainage pipes were increased by the addition of another two 2.1 metre pipes.
- 92 Following installation of the further pipes the Committee continued to notice that the overland water flows failed to drain away in a timely manner and the water continued to bank up with the Overpass acting like a dam wall.
- 93 [REDACTED] (Secretary) spoke with Origin Alliance on or about 10 November 2010 to point out that since the earthworks and construction undertaken for the Monash Overpass the drainage was inadequate and causing flash flooding to the tennis court area.²⁷
- 94 On 1 April 2011 Committee members met with [REDACTED] Project Manager (SEQ Projects), Department of Transport and Main Roads. The purpose of the meeting was principally as a result of the Committee's RTI application, and to try to narrow the scope of the Committee's application by identifying documents of particular interest to the Committee. A file note of the discussion with [REDACTED] forms part of the Committee's submissions²⁸.
- 95 As is confirmed by the meeting on 1 April 2011 the Department of Transport and Main Roads is charged with the obligation of ensuring the local conditions (in terms of overland water flows drainage, utility and amenity of dwellings) are not made worse by the Ipswich Motorway Upgrade.
- 96 It is obvious from basic physics that significantly raising the height and width of the Motorway and significantly altering the storage capacity of adjacent lower lying land must necessarily result in flash flooding to the lower lying adjacent areas. The water flows from the increased size of the Motorway require discharge, which by its nature causes increased risk of flash flooding to lower lying areas such as Jabiru Place. This issue has been further exacerbated at Jabiru Place by the adjacent construction of the Monash Overpass, which is a significant additional mass.
- 97 A registered surveyor²⁹ has calculated that 4,000 cubic metres of volume has been lost due to the construction of the Monash Overpass because the area resumed and raised for the Overpass was approximately 1 to 1.5 metres below the property boundary. The area resumed and forming the Monash Overpass could have allowed for an estimated 4,000 cubic metres of storage area for water run off. This now has been reduced to approximately 120 cubic metres.

²⁷ See Document No 23 and 24.

²⁸ See Document No 37.

²⁹ Allan McLaughlin.

CONCLUSION

- 98 The residents of Jabiru Place face an uncertain future, including difficulties financing significant repairs to property to restore the buildings, and difficulties obtaining insurance to cover the risk of "water damage" or "flood".
- 99 In the absence of receiving financial assistance to restore the lots in the complex more complicated issues leading to the financial ruin of owners will ensue in the next 6 to 12 month period, once the Banks cease offering hardship relief.
- 100 Given the nature of the problems currently experienced by the owners can be directly linked to the approval and development process, and overland water management issues have been made significantly worse by the Ipswich Motorway Upgrade it would be fair for the residents to expect the Council and the State Government to take responsibility for the current situation. Absent direct intervention by the local council and state government further property damage will occur at this location, and perhaps in less fortuitous circumstances life will be lost.

DATED: 5 April 2011

MACROSSANS LAWYERS
Solicitors for the Submitter

Macrossans Lawyers
Jeanenne Wilkinson



Statement of Sharron Lee Cambell in relation to the January flood event in Redbank, Queensland, a suburb of Ipswich.

1. My name is Sharron Lee Campbell and I am a Senior Privacy Officer with the Office of the Information Commissioner.
2. I own and occupy [REDACTED] the complex known as Jabiru Place. It is my principal place of residence. I am thirty-seven years old.
3. My home is a two story townhouse. It was inundated during the January 2011 floods to approximately four feet below the second story ceiling.
4. During the day of January 11, 2011, I became aware that floodwaters were likely to affect suburbs in the Ipswich area and began taking steps to prepare for this by moving my belongings upstairs.
5. While undertaking this exercise I was in contact with a friend via Instant Messenger. Throughout the day we both tried to find out more information about the extent to which my home was likely to be affected.
6. We were unable to locate anything besides a mention of the possible inundation of Bridge St on the Ipswich City Council website. Throughout the day I had the television on Sky News, and there was no directly relevant information provided through that service.
7. This was extremely stressful for me as I live alone and do not drive, and am responsible for a number of pets.
8. My friend offered several times during the day to come and get me and my pets, but she lives at the Gold Coast and also does not drive, so I was reluctant to ask her to arrange someone to come and get me, given there did not seem to be any information indicating a serious possibility of severe flooding in Jabiru Place.
9. I began to make plans to remain on the second story of my home should the floodwaters reach us. I filled the bathtub with water as a source of drinking water, brought all non-perishable food upstairs, and secured my pets in an upstairs bedroom.
10. I also packed an evacuation bag--one small backpack with food for my cats and a water dish, and a few changes of clothes, first aid items and over the counter medications--and made plans for an emergency evacuation should it become obvious that remaining on the second floor was not feasible. I strapped the cat carriers to a furniture trolley and waterproofed it with tarps and duct tape.
11. Should it have become necessary, I would have walked out through the easement located at the rear of Jabiru Place and taken refuge in the Redbank Train Station railway overbridge. My reason for choosing this location was that it was high enough it should remain safe from inundation, it was completely covered and weatherproof, and it was likely that the power would remain on, providing light. There was also a source of food and drinking water in the vending machines located on the platform.

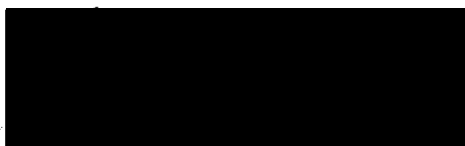
12. As the day progressed and the water became visible in the tennis court I began to be concerned, and to doubt the feasibility of remaining on the second story of my home. It was too late to ask my friend to come and get me as the Ipswich Motorway was covered in water and she was highly unlikely to be able to get to Jabiru Place, given the traffic reported on the news.
13. I contacted Queensland Rail to enquire as to whether an exception could be made to the rule which forbids animals on the train, given the circumstances, but they advised me that no such exception would be possible, and that if I was found to have animals on the train, the ticket inspector would require me to disembark.
14. Evacuating to an evacuation centre was not feasible as the news reported that they were not accepting animals and I was not prepared to leave my animals behind. I have both an ethical and a legal obligation to ensure that they are cared for properly, and leaving them behind would have been a breach of both of those obligations.
15. My stress levels increased significantly as the sun went down, exacerbated in large part by my inability to find out any information about what was likely to happen to Jabiru Place. At that time, I found it difficult to credit that we were in serious danger, given that no one has made any attempt to warn us to evacuate.
16. Sky News had reported that, in other neighbourhoods, the SES and/or the Police had advised residents to evacuate. Given that no one had come to Jabiru Place, a complex of 42 townhouses, many of which house families with young children, we were unlikely to be in serious danger.
17. The water rose slowly through the tennis court and over the end of the Jabiru Place driveway, and it was around that time that I realised we were in serious danger of flooding, despite the authorities not advising the complex to evacuate.
18. I began to make serious plans to activate my evacuation plan to shelter in the Redbank Railway Station overpass. I packed a few more items into my evacuation bag, adding a sweater and a small towel, my iPad and battery backups for my phone, and checked that the trolley was secure. I intended to walk out once the water covered the driveway of the unit located next to mine, [REDACTED]
19. Before this occurred, a member of the body corporate committee with whom I had been speaking throughout the day knocked on my door. He advised me that he, his wife, and his friend were evacuating to his mother's house, and that I could go with them. I said that I would not leave my animals behind, and he said that they were also welcome.
20. At 21:18 I made the decision to evacuate.
21. I was unable to get one of my cats at that time as he panicked and, weighing 8.4 kilograms, when he attacked there was nothing I could do to get him out from under the bed. I had to take the animals I was able and get them out. I was hoping I might be able to return for him.

22. I evacuated with my new friends and got the cats settled in. We returned to Jabiru Place at approximately 23:00. At that time I was able to retrieve my other cat. The water was knee deep, approximately 45 centimetres, at that time.
23. I contacted NRMA, with whom I was insured for approximately one hundred and seventy thousand dollars, in the very early hours of January 12 to advise them of the circumstances and make a claim. I was verbally advised that I was "not covered for flood", but that I should name three items which were destroyed. I chose my couch, my television and one of my computers.
24. Over the next two days, we returned to Jabiru Place a number of times to observe the depth of the inundation. I also attempted to speak with NRMA on several occasions, which was not possible; I was unable to get through.
25. I expected my place to be completely submerged, given the speed with which the waters rose, but the water did not go higher than approximately halfway up the windows of the second floor. I was grateful for this fact, given that I had an inkling of the expense involved if the roof was submerged, but it was small comfort given that I knew that everything in my home, and my home itself, would likely be destroyed, including my extensive library.
26. I have been collecting books since I was 7 years old. When I came to Australia as a fifteen year old to meet my father I brought with me two suitcases: one small one of clothes and other essentials and one large one of books. Many of those books I had still owned when the floodwaters inundated my library. Of those, only one survived.
27. Only ten percent of my library survived. Of the books destroyed, many were out of print and are so expensive now I could never replace them. Many were irreplaceable because of the emotional attachment I had to them. I lost most of what I owned, but the loss of my library was gutwrenching. I am still unable to think or talk about it without crying.
28. The waters began to recede on January 13. They reached knee deep in my home at approximately 15:05. I entered my property, wading through knee deep water, and there was nothing I could do. A large portion of my library and DVDs were sprawled in a muddy waterfall down the stairs. When I opened the doors, DVDs were caught in the tide and floated out of my house.
29. My furniture had been tossed around in the floodwaters and there were holes in the ceiling from where it had been driven through it. My garage had been reduced to a tangled chaos of junk, to the point I was unable to even begin to work out how to enter. A friend made their way through to get the door open, having to smash their way through the mess.
30. I went upstairs to see the library. It was utterly destroyed, with many shelves having collapsed. A neighbour, and his cousin and cousin's wife came to help me. They asked what was the most important to try and save, and I said the books. They packed up the ones that has survived in bags, garbage bags and some plastic boxes and carried them out to the cousin's car. I think I was in shock, as they told me just to wait at the car while they carried the books out.

31. There was nothing else I could do until the water went down completely. I took some photos and closed my home up, and they drove me and my books to the house of the women who I was staying with.
32. I awoke early on Friday the fourteenth and walked down to Jabiru Place alone. We had planned to go down at a later time, but I could not sleep and I had to go down.
33. When I arrived and went in, I went upstairs to try and start cleaning up. I broke down several times and called several friends for help. I was in extreme emotional distress, but I kept placing sodden and destroyed books into garbage bags.
34. Shortly thereafter a pair of volunteers appeared in my doorway and asked if I wanted help. I said yes, and they came upstairs to start helping me. I do not have a very clear recollection of that day, but the entire house was emptied of belongings. I think at one point there were between six and ten people in my house helping me.
35. The few items that could be salvaged were placed up high. A friend of mine arrived in the afternoon and she packed my belongings into her car. I took many photographs of that day.
36. All photographs are set out in the accompanying document.
37. The following day, a number of my friends arrived to help gut the house completely. Between them and the many volunteers, we were able to rip it down to bare frames.
38. A former colleague of mine had offered a house for me and my animals to stay in, and on Saturday night I stayed there with a friend.
39. The following day, her family came to get us and we drove to Jabiru Place to collect the few belongings that were left there, and then to their house at the Gold Coast. They wanted to make sure I was okay and was not left alone.
40. After that, I returned to the house at Hendra to try and settle in and make sure the cats were okay.
41. The following week was spent travelling out Jabiru Place on the train to keep working on my home, to get it ready for rebuilding. There was a lot of work to do.
42. I spent the evenings and early mornings compiling documents, photographs and lists for NRMA in order that they could assess my claim.
43. I returned to work the following week, and worked on my home after work and on the weekends.
44. I sought quotes on rebuilding my home, and locked in a builder, plasterer, plumber, electrician, painter and other tradespeople. At this time I expected the costs to reach between twenty and thirty thousand dollars.
45. I had been informed by NRMA that I was not covered for flood on several occasions, so was not and am not expecting them to pay any money on my policy, and so I borrowed the money needed to rebuild my home.

46. My home was completed on Friday, March 18 2011. I moved back in on Saturday, March 19, 2011. The total cost of rebuilding my home and replacing the furnishings was in excess of fifty thousand dollars.
47. As at Sunday, April 3, 2011 – over 11 weeks since I made my claim – I still do not have a decision from NRMA about whether they will pay any monies on my claim for approximately one hundred and thirty seven thousand dollars. Contact from them has been minimal.
48. I am very relieved to be back in my home. Despite it having been flooded it is still my home and I feel an emotional connection to it.
49. However I am extremely angry about the fact that no one came for us. Jabiru Place is a large complex housing many adults and young children, and no one came to warn us that we should evacuate. If Sky news reports were accurate many, many other neighbourhoods received such warnings but not one person came to warn us. We were left entirely on our own and that is simply not acceptable.

Signed:

A solid black rectangular box redacting the signature.

Date:

5 April 2011

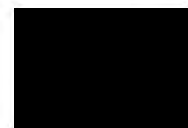
Flood Diary

[REDACTED] Redbank, Qld, 4300

Owner Investors – Anya and Brett Hunter

Place of Residence: [REDACTED] Qld, 4075

1. Anya and Brett Hunter ("we") are the owner investor of [REDACTED] Bridge Street, Redbank, Qld, 4300, this unit is not our Principal Place of Residence.
2. Tenant – [REDACTED] Sharyn has also submitted her own flood diary.
3. We have owned this unit since January 2008 and Sharyn has been the tenant during this time.
4. The water rose approximately 1.5m through the 1st level of the townhouse. Photos attached show water mark on wall and window pane.
5. As we were unable to physically get to our unit until the flood waters subsided around our own home, we are unsure how long the unit was under water for, the tenants who were onsite would know more about this detail.
6. Anya Hunter – [REDACTED] Sharyn's contact number as per bullet number 2.
7. The cost to repair the unit came to a total of \$13550.31 plus loss of rent for 6 weeks (\$220 per week) \$1320. **Grand Total being \$14870.31** (Please note: one invoice of \$1550.00 to be added for the plumbing work)
8. Anya and Brett were not insured for flood damage either through the Body Corporate or personal insurance, we have had to pay to rebuild from our own money.
9. Details of work required to repair the unit were as follows:
 - a. Removal of mud and debris in windows and door areas left behind by flood water.
 - b. Removal of carpet in lounge area and stairs
 - c. Removal of gyprock to bottom section of townhouse
 - d. Removal of kitchen cupboards and sink, pantry cupboard, stove, dishwasher, downstairs toilet, laundry tub, all downstairs doors, skirtings and door surrounds.
 - e. Replacement of gyprock to all walls, replaced doors, skirtings and door surrounds.
 - f. Painting of walls, skirtings, door surrounds and doors.
 - g. All electrical power points replaced, TV antenna outlet and telephone connection.
 - h. Replaced power box as it was submerged in water.



- i. Replace kitchen in its entirety.
- j. Purchase floor tiles for lounge area and professionally tiled.
- k. Purchase oven, laundry tub and toilet and replaced.
- l. Replaced carpet on stairs.
- m. Plumbing of kitchen, toilet and laundry area.
- n. Hire of Skip Bin to remove all builders waste from front of the unit.

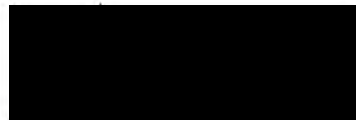
10. Photographs attached.

11. Anya and Brett Hunter were able to access the unit on Sunday 16th January 2011. Our principal place of residence was cut off on all roads before this date.

When we arrived at the unit, the volunteers had removed the carpets from the lounge room area and stairs and removed mud from the floors.

From approximately 9:30am that morning to about 4pm, we and some helpful friends removed the gyprock from the structure, skirtings, door surrounds, doors, kitchen, pantry, laundry tub.

It took approximately 3 months to have the unit repaired and Sharyn was able to move back in.

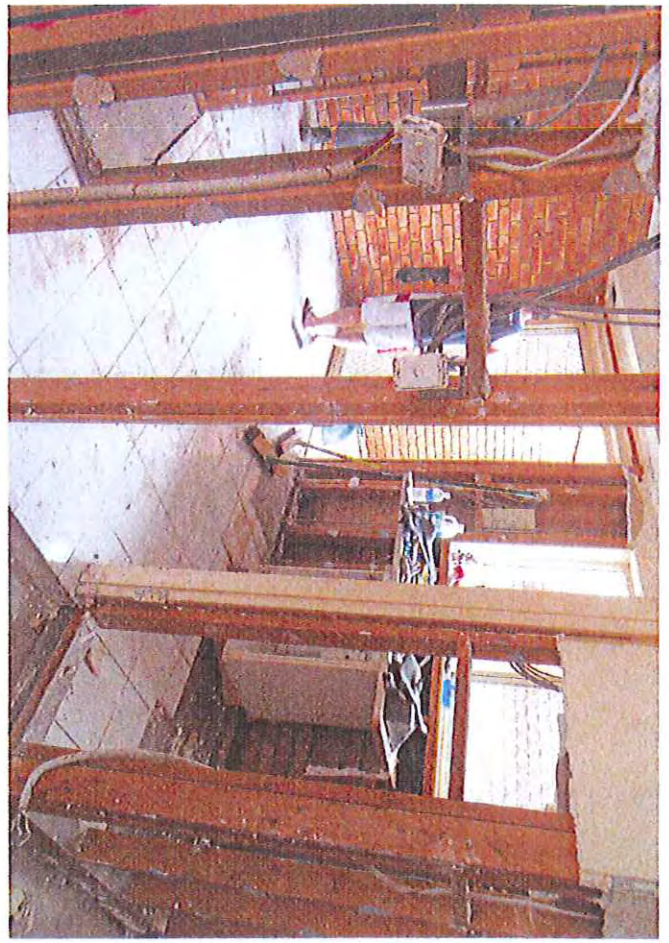


ANYA HUNTER
6.4.11



BRETT J. HUNTER
6/4/11

o Kitchen & walls removed



o Kitchen pantry removed & open

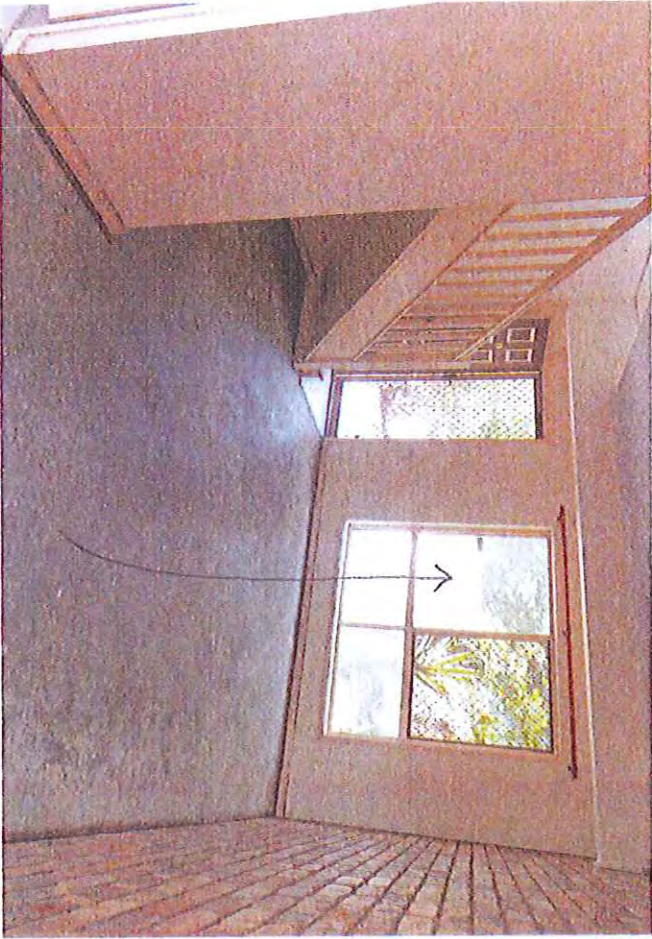


o Carpet removed from living area



o carpet from stairs removed

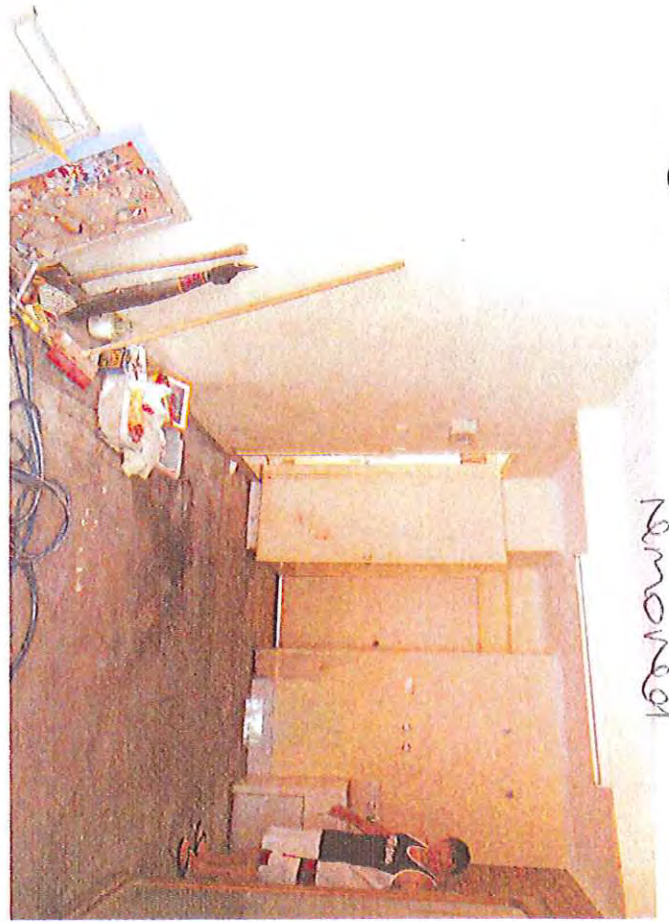
living area & water level
mark on window



o Kitchen sink + water + water



o Hot water system ripped
from wall by water in
flood



o garage or work bench
removed



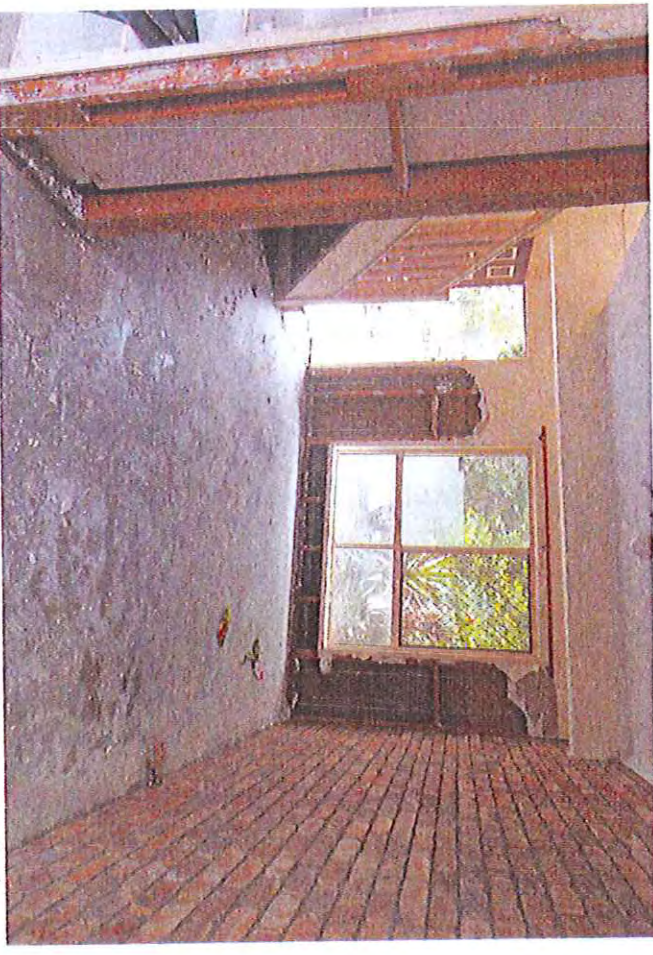
o Kitchen cupboards removed



o Removing main floor joists

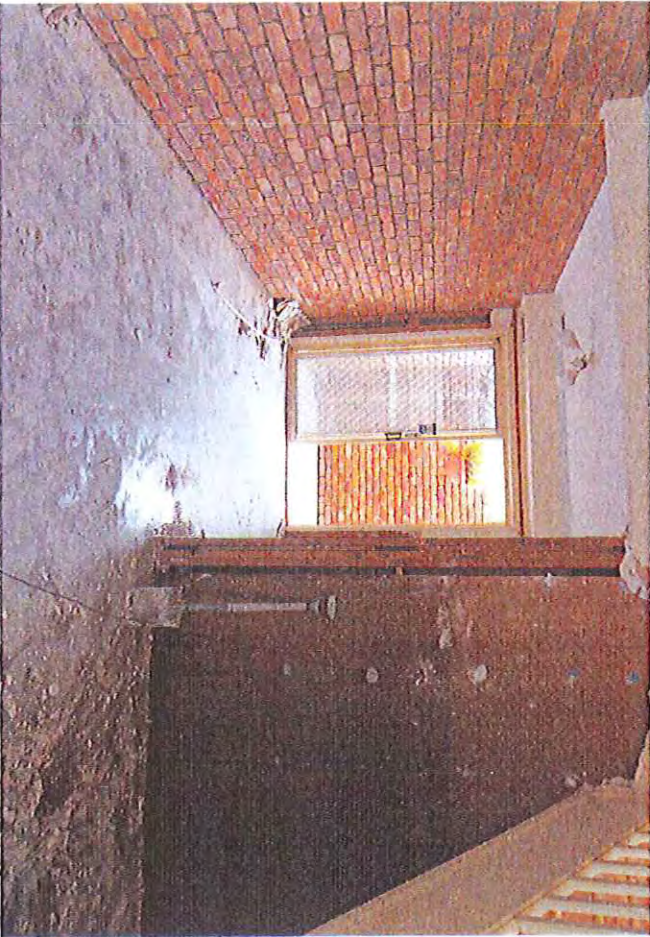


o Living area with walls removed





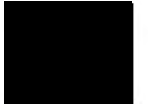
o water level from floor



water level mark

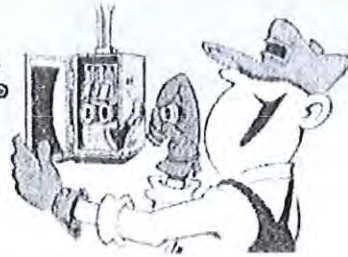


removing kitchen pantry



Pedley's

ELECTRICAL SERVICE



A.B.N.

Electrical Contractors License 69263

Invoice #:00002258

Date:3/02/2011

Page:1

Bill To:

Anya Hunter

Redbank Qld 4300

Ship To:

Anya Hunter

Redbank Qld 4300

Description	Amount	Code
switchboard replacement inclusive of safety switches. 2 double gpo garage/kitchen, upstairs power energised.	\$509.09	GST

PAID
VIA CWA ACCT

Pedley's Electrical Service provide a 12 month workmanship guarantee on all work.



I certify that the electrical installation including, 240 volt smoke alarms, to the extent it is affected by the electrical work has been tested to ensure it is electrically safe and is in accordance with the requirements of the wiring rules and any other standard applying to the electrical installation under the Electrical Safety Regulation 2002 and have been positioned in accordance with approved construction drawing ____

Your Order #:	Customer ABN:	Terms: Net 5	Freight:	\$0.00 GST
Shipping Date:			GST:	\$50.91
COMMENT	CODE	RATE	GST SALE AMOUNT	Total Inc GST:
	GST	10%	\$50.91 \$509.09	\$560.00
			Amount Applied:	\$0.00
			Balance Due:	\$560.00



QUOTE

Sims Gyprockers Pty Ltd

Smooth Walls and Ceilings

INVOICE # [100]
DATE: FEBRUARY 17, 2011

[REDACTED] 4305

[REDACTED]
[e-mail]

TO Anya Hunter

[REDACTED]
Redbank 4301

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Adam Sims	Above Address	Due on receipt	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
Plastering	Supply and install gyprock and compounds. Fix, set and sand gyprock.		\$3900.00
Carpentry	Supply and install skirting boards, architraves, 2 internal doors and 2 external doors. Read for painting [painting not included]. Assured quality and great delivery. Date for job completion only 7 days		
SUBTOTAL			\$3900.00
GST			\$390.00
TOTAL			\$4290.00

10% DEP 17.2.11 VIA CJA

A 10% deposit is required before work can commence in accordance with QBSA Minor works contract. Payment can be made by direct deposit into Sims Gyprockers bank account.

Bank details

Account Name: [REDACTED]

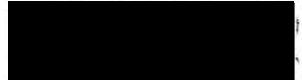
[REDACTED]
Please use your name as a reference.

Sims Gyprockers super smooth walls and ceilings QBSA 1193621.

THANK YOU FOR YOUR BUSINESS



TILE CITY IPSWICH



Hunter Anya



Redbank

QLD

Tax Invoice/Receipt

ABN 59010942682

Delivered to

Invoice # 50545
Date 05 Feb 11

Your Ref Jared
Our Ref 50545

Code	Description	Type	Qty	Ea	Total
VC0033	Twilight Bianco Gloss 400/400 (1.6 m2/ctn)		30	14.57	437.10
				Subtotal	437.10
				0% GST	43.71
				Total	480.81
				since paid:	
		05-Feb-11		ET 1	480.81
				Balance to pay:	0.00

THANK YOU FOR CHOOSING TILE CITY IPSWICH

CONDITION OF SALE

1. Subject to Tile City Pty Ltd full conditions of Sales - See Instore
2. No Refunds/claims will be accepted after 21 days
3. 20% Handling fee apply to all Tile City Returns
4. No refund on adhesive/grouts or fixing materials etc
5. Goods in shades no longer kept in stock by Tile City will not be accepted
6. Externally bought products attract a NO REFUND NO RETURN POLICY
7. No claims will be accepted after fixing
8. Quantities estimated from plans can never be accurate. Any quantities quoted by our staff are only approximate and no responsibility can be accepted. The purchaser assumes all responsibility for ordering the correct quantity of tiles.



Pedley's

ELECTRICAL SERVICE



A.B.N. [REDACTED]
Electrical Contractors
Invoice #00002401

Date: 4/03/2011
Page: 1

Bill To:
Anya Hunter
[REDACTED]
Redbank Qld 4300

Ship To:
Anya Hunter
[REDACTED]
Redbank Qld 4300

Description	Amount	Code
3/3/11 fit out downstairs , except for stove and hot water. test and connect gpos and lights. Replace faulty upstairs bathroom light switch, Labour 3.5 \$280.00 Parts \$202.00	\$438.18	GST

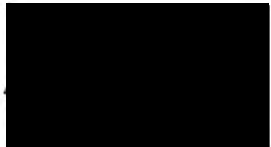
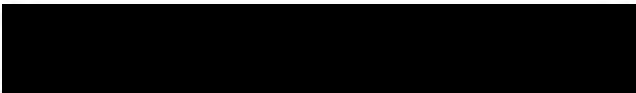
PAID
8-3-11

Pedley's Electrical Service provide a 12 month workmanship guarantee on all work.



I certify that the electrical installation including, 240 volt smoke alarms, to the extent it is affected by the electrical work has been tested to ensure it is electrically safe and is in accordance with the requirements of the wiring rules and any other standard applying to the electrical installation under the Electrical Safety Regulation 2002 and have been positiond in accordance with approved construction drawing _____

Your Order #:	Customer ABN:	Freight:	\$0.00 GST			
Shipping Date:	Terms: Net 5	GST:	\$43.82			
COMMENT	CODE	RATE	GST	SALE AMOUNT	Total Inc GST:	\$482.00
	GST	10%	\$43.82	\$438.18	Amount Applied:	\$0.00
					Balance Due:	\$482.00



COMMONWEALTH BANK EFTPOS
BUNNINGS BROOKS
PLAINS 8066 REG 12
TERMINAL 94004412
REFERENCE 078842

CUSTOMER C
CARD NO: 4567 15(1)
EXPIRY DATE: 06/11
AID: A0000000031010
ATC: 07 TVR:0000088000
CSN: 02 E799F49886A08785
05 MAR 2011 16:08

CBA Credit
CREDIT
PURCHASE \$549.00
TOTAL AUD \$549.00

APPROVED 00
AUTH NO: 723814
REF NO: 71299

BUNNINGS WAREHOUSE
BROOKS PLAINS
ABN 26 008 672 179
Ph: (07) 3380 4400

SALE TAX INVOICE **

SALES TAX
SUBTOTAL: \$549.00
SALES TAX \$40.21
TOTAL \$589.21

SALES TAX
SUBTOTAL: \$549.00
SALES TAX \$40.21
TOTAL \$589.21

Change \$0.00

Change \$0.00

Change \$0.00

05/03/2011 16:08:22

9008 R1Z P564 C26721 812201158

Barcode

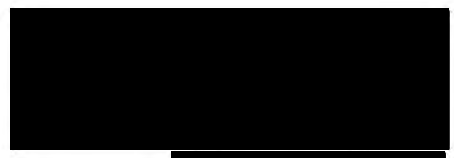
Thank you with Bunnings
Mon - Fri 6:30AM - 5PM
Sat 6AM - 5PM
Sun, P. Hours 9AM - 4PM

Please retain receipt for proof of purchase

Have Your Say
Please tell us how you felt shopping at Bunnings
www.bunnings.com.au/haveyoursay

Pedley's

ELECTRICAL SERVICE



A.B.N. [Redacted]
 Electrical Contractors License 69263
 Invoice #00002467 Tax Invoice

Date:18/03/2011
 Page:1

Bill To:
 Anya Hunter
 [Redacted]
 Redbank Qld 4300

Ship To:
 Anya Hunter
 [Redacted]
 Redbank Qld 4300

Description	Amount	Code
15/3/11 find tv point, find powerpoint covered over by plasterer. check positions back and forth between units. install, test and commision. install phone point on cable hanging out wall in kitchen. Labour 1.5 \$120.00 Parts \$30.00	\$136.36	GST

PAID 18-3-11



Pedley's Electrical Service provide a 12 month workmanship guarantee on all work.

I certify that the electrical installation including, 240 volt smoke alarms, to the extent it is affected by the electrical work has been tested to ensure it is electrically safe and is in accordance with the requirements of the wiring rules and any other standard applying to the electrical installation under the Electrical Safety Regulation 2002 and have been poistioned in accordance with approved construction drawing ____

Your Order #:	Customer ABN:	Freight:	\$0.00 GST
Shipping Date:	Terms: Net 5	GST:	\$13.64
COMMENT	CODE	RATE	GST SALE AMOUNT
	GST	10%	\$13.64 \$136.36
			Total Inc GST: \$150.00
			Amount Applied: \$0.00
			Balance Due: \$150.00



Jason Alexander Tiling



Tax Invoice

Invoice No.	Customer	Date	Page
340	cod	10/03/2011	1

ABN: 92 622 659 069

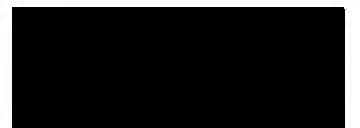
Sold to
Anya Hunter
Redbank.

Terms
C.O.D.

Quantity	Description	Tax Code	Unit Price	Total
1	Install customer supplied tiles to main lower level living areas.	G	\$800.00	\$800.00
1	Supply and install tile to kitchen and laundry splashbacks.	G	\$60.00	\$60.00

PAID VIA CWA 14.3.11

Comments Direct deposit details, Jason Alexander 	Subtotal	\$854.54
	GST	\$85.46
	Total Amount	\$940.00
	Amount Received	\$0.00
	Balance	\$940.00





TAX INVOICE

Invoice No: 257	Date: 15/3/2011
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FROM:
 Littlemore Design
 [Redacted]
 [Redacted]
 [Redacted]
 ABN: 81 511 447 186 QBSA Lic: 1116213

TO:
 Anya Hunter
 [Redacted]
 Kitchen Flood Relief Package
 [Redacted]
 [Redacted]

Thank you for your business.

Description	Amount (Exc GST)
For works completed on 15th March 2011 as per Quote 642:	
Details: Kitchen at [Redacted]	
Total Project Amount: \$4,548.50 (Inc GST)	\$4,135 00
Deposit/s received:	
21/2/2011 - \$2,145.00 (including GST) received.	- \$1,950 00
Therefore:	
\$2,403.50 (including GST) due on or before 16/3/2011	
Sub Total	\$2,185 00
GST (10%)	\$218 50
TOTAL (including GST)	\$2,403 50

PAYMENT OPTIONS:

If paying by transfer, please fax a copy of the transfer receipt to (07) 5597 3582.



By Cheque
 Cheques payable to:
 Littlemore Design



By Bank Transfer

[Redacted bank details]



By Credit Card:
 (Visa & Mastercard Payments attract a 1.3% processing fee, American Express attracts a 3% processing fee)

Card Type: Visa / Mastercard / Amex / Other: _____

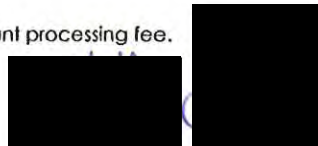
Cardholders Name: _____

Card Number: _____

Expiry Date: _____ CCV: _____ (last 3 digits on back of card)

Signature: _____

Your signature authorizes Littlemore Design to debit the total amount owing, plus the relevant processing fee.



STATEMENT

I, **Tania McLaughlin**, of 81 Centennial Way Forest Lake state as follows:

1. My husband and I are the owners of [REDACTED] Street, Redbank in the Jabiru Place complex. My cousin [REDACTED] started renting the unit from me in December. We had just helped him out with some spare furniture and bedding we had.
2. Our daughter [REDACTED] lives in [REDACTED] in the same complex. Jacinta is vision impaired She is independent, but because of her vision problems I worry more about her safety.
3. During the flood warnings I had contacted Rick to advise that (I believed) the unit would be okay as the plan we had showed it was built above the flood levels.
4. At around 4pm during the afternoon of January 10 2011 Rick called me to advise that the Pan Pacific Peace Gardens near our units were already flooded and the water was rising. He advised that he was vacating the unit and relocating to stay with his daughter.
5. My husband & I took another look at the plans we had showing the flood markers. We noticed that the flood levels showing the water level reaching the pool area (down the bottom of the hill) were actually based on a 1 in 20 year event and not a 1in 100 year event as we had thought. The Q100 flood level was actually right up to our unit.
6. I called Jacinta who despite my concerns advised she and some of the other residents of the complex were staying. I was very concerned for her safety. Around 10pm that evening Jacinta called me to say that the water had risen considerably and she was leaving with some of the other residents to stay with friends further up the hill. I felt some relief at this.
7. Jacinta called me on the afternoon of January 12 2011 to advise that she and her friends had accessed the complex through the top pedestrian gate. She advised that the water had risen high enough to reach the lower level of both of our units. She also advised that they were virtually cut off, with no power and little food and she was 'not holding it together'. I felt extremely helpless and frustrated that my daughter needed me and I couldn't help her.

[REDACTED]
Tania McLaughlin

Witness

8. My brother in law called me to advise he had found a 4WD track through to Collingwood Park, the suburb next to Redbank and was willing to drive me if needed. I put together some backpacks of food and torches etc and my brother in law managed to get through to the pedestrian bridge crossing Ipswich Road at Redbank Plaza. From here I walked down to Jacinta.
9. We then walked down to our units where I saw that the water level was approximately half way up the lower wall of our unit. I took photos at this point and contacted Rick to tell him his belongings were under water.
10. On Saturday 15 January 2011 the water had subsided enough to allow road access so that we could assess the damage and begin clean up. We had no insurance as we thought it was covered by Body Corporate insurance. As it turns out we were not.
11. When we entered the complex there were people everywhere and some of the units had already started to be cleaned out. There was debris and mud everywhere and the smell was horrible. We had to leave our car out in the street and walk in with hoses, tools and cleaning equipment. My husband and myself with 2 other family members began to clear out our unit and to help Jacinta and our other neighbours with their units. I was very thankful that there were so many volunteers and for the defence personnel who used the pressure cleaner to clean out our unit as the damage was very confronting and overwhelming.
12. I was hearing on the radio and through messages from friends and family about all of the flood relief and donations for people affected by flood. Sadly, as we are not tenants or owner occupiers we are not eligible for ANY assistance. We have had to pay to rebuild the unit. To date we have spent:
 - (a) Electrical – approximately \$600 - \$700
 - (b) Plastering - \$1760
 - (c) Skirting, paint etc – approx \$450
 - (d) Cabinets - \$1000
 - (e) Pest Control – approx \$150
 - (f) Hot Water System – approx \$700 (second hand)
 - (g) Door - \$60
13. Although I had only put a new stove into the unit approximately 1 year ago, I have had to put in an old second hand donated stove into the kitchen as we don't have the money at this stage to buy one.


Tania McLaughlin

Witness

14. I keep hearing that at least we can claim the cost of repairs on tax, which doesn't really help us to find the money to rebuild now.
15. I am grateful that my cousin and my daughter are safe but have been having trouble sleeping and feeling stressed because:
 - (a) I feel responsible for my cousin losing his belongings and feel that we have to get the unit fixed as quickly as possible so that he can start to rebuild his life.
 - (b) We still have 5 other children at home, including 4 with autism and it is difficult to find the time to rebuild
 - (c) I am also worried about finances as we have been unable to make mortgage payments as the money had to be used for materials.
 - (d) We have been struggling to pay for materials and trades as we have had to take time off from our business, we had no rent coming in and had no financial assistance, while still having to cover mortgage, body corporate fees, rates and repairs and support our other 5 children.
 - (e) I feel guilty that our unit was not damaged as extensively as other peoples and that we did not lose everything.
 - (f) I feel angry that so much assistance is being offered to tenants and owner /occupiers while people like us are struggling to rebuild so that our tenants are not homeless. Then I feel guilty because I know that people have lost so much more.


Tania McLaughlin

Witness

STATEMENT

I, **Anthony Rush**, of [REDACTED] Redbank QLD 4301 state as follows:

1. I am the Secretary of the Committee of Community Title Scheme 19169 Jabiru Place, 13 Bridge Street, Redbank.
2. Prior to the inundation occurring on 11 January 2011 the Committee had discussed the concerns of the Committee members and residents in relation to flash flooding and drainage problems associated with works being undertaken by the Department of Transport and Main Roads in relation to the Ipswich Motorway Upgrade Project.
3. I wrote at least 2 emails to the Chairman (Matt Morgan) of the Committee advising him of my observations and action I had taken. **Attached** are copies of my emails.
4. I wrote a diary approximately 14 days after the initial inundation occurred on 11 January 2011. Following is an extract of the activities undertaken in flood management, which includes a brief timeline of events.
5. **Tuesday 11 January 2011**
 - (a) Investigated rising waters in the Pan Pacific Peace Garden with Mat, Jacinta, Mike and Kelly.
 - (b) Received 'Flash Flood' of tributaries - notification via sms from emergency services at 3:33pm.
 - (c) Assisted [REDACTED] put his belongings upstairs.
 - (d) Evacuated 13 Bridge Street, Jabiru Place, Redbank at approximately 7:00 pm.
 - (e) Took [REDACTED] with me to my Mother's house.
 - (f) Removed my vehicles from Bridge St at approximately 7:30 pm.
 - (g) Performed sentry duty throughout the night, checking on units and flood levels
6. **Wednesday 12 January 2011**
 - (a) Significant flooding occurred overnight
 - (b) Was flooded in at Redbank – flooding occurred on the Warrego Highway, Brisbane Road and the Ipswich Motorway. Additionally significant flooding occurred through Goodna making us unable to leave Redbank.

[REDACTED]
.....
Anthony Rush

[REDACTED]
.....
Witness

- (c) Was able to get to Collingwood park via the footbridge
- (d) Brought dingy into complex and helped some tenants move their stuff to higher ground or removed things that could fit into the boat.
- (e) Spotted [REDACTED] locked into his own until with water past his knees
- (f) Met Maxine – she offered access to and arranged for emergency services as required.
- (g) Warded off looters – people hovering with utes, trudging through properties with torches.

7. Thursday 13 January 2011

- (a) Was able to get to Collingwood park via the footbridge
- (b) Directed tenants / owner occupiers and started cleaning
- (c) Assisted Mike and Kelly in hosing down mud as water receded.
- (d) Assisted in clearing out [REDACTED] (removed flooring and furniture items, cleaned items).
- (e) Assisted in clearing out [REDACTED] (Jacinta)
- (f) Trish came down with a glass of wine and offered no help, informed Sharron that God loved her as her unit was unaffected. Sharon was helping hose down muck while her unit was still 6ft underwater.
- (g) Stayed back clearing units as the water receded, phoned Mike and Sarah at around 5:30pm and told them that they could now gain entry into [REDACTED]
- (h) Helped Mike and Sarah clear out the unit for a while, a compressor crushed my hand, pissed me off, made me agro, mike went ape shit, so I respectfully called it a night. Mike and Sarah stayed back late into the night.

8. Friday 14 January 2011

- (a) Directed volunteers into units and guided them on jobs to do, provided my own personal tools
- (b) There were lots of tenants removing their personal affects from the units
- (c) Everyone was photographing for insurance purposes
- (d) Carpet removed from most units

9. Saturday 15 January 2011

- (a) Origin Alliance commenced removal of central rubbish piles
- (b) Kelly and I cleared out kitchen, pantry and ground level

[REDACTED]
.....
Anthony Rush

[REDACTED]
.....
Witness

10. Sunday 16 January 2011

- (a) Mike and I were here assisting Mat
- (b) continued removal of Gyprock from Units
- (c) Origin Alliance continued with removal of central rubbish piles (86 tipper loads in total)

11. Monday 17 January 2011

- (a) Ipswich City Council Health Inspectors visited site
- (b) Paul the carpenter was on site doing Unit 6 and 12

12. Tuesday 18 January 2011

- (a) Rural Fire Brigade hosed roofs and ground floors all affected units which they could gain access to
- (b) Fire and Emergency Services cleared Jabiru Place for biohazards
- (c) Fire and Emergency Services provided organisational support in relation to the directing of volunteers in clearing some residences to enable them to be flushed (washed out by the Rural Fire Tanker crews)
- (d) Westpac BBQ team volunteers provided lunches for everyone
- (e) Paul the carpenter was on site doing Unit 6 and 12
- (f) My bike club mates donated 3 large truck loads of food to the Maxx employment in Goodna,

13. Wednesday 19 January 2011

- (a) Westpac BBQ team volunteers provided lunches for everyone
- (b) Volunteers cleared out the amenities block adjacent to pool

14. Thursday 20 January 2011

- (a) Electrician on site checking power and fixtures and making residences electrically safe
- (b) Energex came in the evening and fixed up the meter boxes

15. Friday 21 January 2011

- (a) Electricians hooked up power to several Units

16. Saturday 22 January 2011

- (a) Cleaned using water pressure cleaner out letterboxes and the back of Mike's pergola area and cement

.....
Anthony Rush

.....
Witness

- (b) Matt cleaned the windows and Matt and Mike did general clearing out and cleaning of several units
- (c) Went to Flood Relief assistance to collect lunch for volunteers
- (d) Jacinta was on site
- (e) Kelly and I went offsite for a fundraiser bike ride in aid of flood relief. 280 bikes, 370 participants, raised \$9250.

17. Sunday 23 January 2011

- (a) [REDACTED] on site and working on her unit with assistance from friends
- (b) Mat and Mike hand delivered to residents, left over mail put back into the letterboxes

18. Monday 24 January 2011

- (a) Mike, Sarah and Mat back at work full time
- (b) CSR provided quotes on Gyprocking of units
- (c) Donated white goods delivered – care of Maxine at Community One
- (d) Original Alliance final rubbish removal and sweep of area

19. In addition to this chronology of events I include the following information, which is relevant to the terms of reference of the Commission of Inquiry.

Performance of my insurer:

20. I could not get a phone call, nor could my wife for the first 6 days since the flood had occurred. We would attempt calling our Insurer no less than 6 times a day. The calls would simply not connect.

Government and Council response:

21. I have had two assessors to my residence, as well as two hydrologists, courtesy from our insurer review our property. Ten weeks later I am still unable to get an answer from first point of contact.

22. Government and Council representatives had performed well in informing us and providing information on evacuation, food and a safe location to sleep.

23. During the course of the flood itself, and for 2 weeks after, I myself had only seen one individual Police officer on foot. Myself and a friend had seen several in groups in dinghy's with S.E.S workers. That single officer I met on site on the second night of the flood. Many other tenants stated they had not seen an officer before the officer I mentioned had arrived.

[REDACTED]
.....
Anthony Rush

[REDACTED]
.....
Witness


24. We were not given information on disease, sludge, grime, or provided with equipment to handle the contaminated areas until approximately 6-8 days after initial inundation. This information was handed to our site co-ordinator at the time by means of two individuals handing out flyers. We had cleared many of the units in our complex and had several injuries and several other volunteers ill over the course of the first week.

Community's response:

25. My interpretation of the general attitude of the community varied:
- (a) People directly affected felt lost, crushed and let down by their government and council for various reasons.
 - (b) People mildly affected felt it was annoying that they were without power, and inconvenienced they could not get to work.
 - (c) People unaffected took time off work to help and volunteer their time and money assisting in clean up.
 - (d) Short term tenants thought it was great as they got a large payout and all their goods replaced, and more.
 - (e) Long term tenants felt they had lost their whole lives, and did not want to start fresh elsewhere and assisted their Landlords with repairs.
 - (f) Investors were angry with the attitude of the Insurance company's they were with.
 - (g) Owner occupiers had no where to live and assisted other owner occupiers with any needs including financial assistance to strangers they had only just met since the inundation.

Council's and State Government's planning to minimize infrastructure and property impacts from flooding:

26. I personally think it is absolute horse shit that the approval was given for this property to be built and developed in 1994 considering that, during the 1974 flood levels, had this complex been here, the ground levels of each unit would have been entirely underwater. This information many people had only discovered after the flooding. Many conveyancers and solicitors had advised the flood line was much lower when purchasing the property.

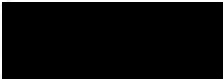

.....
Anthony Rush



.....
Witness

My activities in managing the evacuation of residents from Jabiru Place:

27. Notified most neighbours to evacuate on the first evening. Rescued several neighbours and took them to my new temporary place of residence further up the street for the first week. First morning after, I rescued Gentleman from unit 6, performed sentry duties with a few mates to ensure safety of property, warded off several looters, many altercations had arose. Buried neighbours dead pets.
28. I feel that the catastrophe response, especially over such a slow moving, yet vast threat, more representatives should have had information, offering guidance or assistance with how to handle and deal with these situations.
29. I myself am the Secretary of the Body Corporate Committee and in no way am trained or experienced or able to gain access to information in regard to catastrophe response. A fact exists that the main site co-ordinator of our complex for the first several weeks was a Pizza delivery boy, with no experience in natural disaster response, especially when considering the large scale of direction required within the Jabiru Place community. This fact brings up an alarming issue when combined with the fact that, after two weeks, Jabiru place was in a far superior, cleaner and alert state with the local community in regards to cleanliness, health and safety, and co-ordination than the rest of the immediate areas of our surrounding suburbs, which were being handled by government or council representatives.
30. One of the local representatives responsible for our area had handed over permissions, access and responsibilities to this individual to handle the Jabiru place, and the Bridge Street Community. As a result the combined efforts of local individuals of the community, both affected and unaffected, are mostly responsible for achieving such a high standard and safe working area prior, during and post inundation.
31. Energex, Fire departments and Origin Alliance had assisted with advice, information and the clean up after a State member had visited the site to hand out free drinks.

DATED the *Fifth* day of *April*, 2011.


.....
Anthony Rush


.....
Witness