

14 September 2006

Garry Hunt
9400 4345

02089 627977

Mr M Sideris President
Mullaloo Progress Association
12 Page Drive
MULLALOO WA 6027

Dear Mr Sideris

**COSTS AWARDED TO THE CITY IN THE MATTER OF THE MULLALOO
PROGRESS ASSOCIATION AND THE CITY OF JOONDALUP AND RENNET PTY
LTD SUPREME COURT ACTION CIV 1285 OF 2003**

It has been drawn to my attention that an invoice has been issued to the Mullaloo Progress Association that did not have the relevant supporting documentation of the Council decision to recover a debt of \$10,000.00.

I apologise for this oversight. In December 2005 the Council considered the report in relation to an outstanding amount of \$60,000.00 due to the Council from the Mullaloo Progress Association as a result of a Supreme Court Action - The City of Joondalup and Rennet Pty Ltd, Supreme Court Action CIV 1285 of 2003.

This action was initiated by the Mullaloo Progress Association in the Supreme Court of Western Australia in relation to the Mullaloo Tavern Redevelopment. The Association objected to the proposed development and was the applicant in the proceedings of CIV 1285 of 2003. The application made by the Association was dismissed in the judgement made by the Full Court of the Supreme Court of Western Australia delivered on 28 November 2003. Orders for costs in favour of the City were made.

In relation to the special costs order made, the City of Joondalup submitted an application to the Court on the 3 February 2004. In his judgment delivered on 25 March 2004, Pullin, J noted "*There has not been any material put before me that indicates that there is any prejudice to the applicant, other than the applicant's concern about the possibility of a special costs order being made.*" The court was satisfied that the merits warranted a costs order being made and made the orders sought by the City.

The Council was asked to consider various options in relation to the taxed costs of the \$60,978.12. Those options included that:

- The City write-off the opportunity to pursue the costs
- The Association repay the costs
- The City waives the cost subject to conditions
- The City not pursue the action

.../2

- The City pursues the individual members of the Mullaloo Progression Association Inc.
- The City pursues payment of a lesser amount.

The Council formally resolved

1. Council AGREES not to pursue the recovery of the full costs against the Mullaloo Progress Association Inc (MPA) for the taxed amount of \$60,978.12 subject to the Mullaloo Progress Association providing a written acknowledgement to the satisfaction of the Chief Executive Officer acknowledging the significant costs that have been incurred by the ratepayers as a result of the unsuccessful action;
2. Council PROGRESSES action to recover the amount of \$10,000.00, from the Mullaloo Progress Association Inc. by way of a deed of payment plan spread over five years, which will constitute full satisfaction of the costs awarded.

The invoice raised and released to you should have had appended the details of the information which has now been identified above. A copy of the Constitution of the Mullaloo Progress Association obtained from the Department of Consumer & Employment Protection has been reviewed to ascertain the details of the Mullaloo Progress Association. The only details held by the City in relation to your organisation are as follows:

President Mr M Sideris
12 Page Drive
MULLALOO WA 6027

Secretary Mrs M McDonald
5 Mair Place
MULLALOO WA 6027

I would appreciate your advice in relation to the matter of payment of the amount of \$10,000.00 by way of a payment plan spread over five years, on the basis that it would constitute the full satisfaction of the costs awarded. This action is based on an agreement by the Mullaloo Progress Association providing the written acknowledgement to the satisfaction of the Chief Executive Officer acknowledging the significant costs that were incurred by the ratepayers as a result of the unsuccessful Supreme Court action.

I look forward to your response.

Yours sincerely

GARRY HUNT
Chief Executive Officer

12 October 2006

32027 632614
627977

Mr Mitch Sideris
President
Mullaloo Progress Association
12 Page Drive
MULLALOO WA 6027

Dear Mitch

In further response to your email of 5 October 2006, which was sent to Councillors at the City of Joondalup and which made comment on the proposed City policy about cost recovery, I believe it is important to make the following points.

Firstly, I do not believe that the policy needs to detail recovery processes. Processes to recover costs are well established and are used by individuals and organisations involved in litigation all the time. The important point, which the draft policy makes, is that should an individual or body take legal action against the City, the City will look to recover costs. In other words the City will not just defend itself passively but will exercise its rights to recover costs, where these can be recovered, on behalf of the Joondalup community.

Secondly, you indicate that the policy "does not even make clear against whom it is intended to take action". Again, I believe that the draft policy makes it abundantly clear that the policy will apply in all situations where an individual or organisation takes legal action against the City.

Thirdly, you appear concerned that Elected Members will not be involved in making decisions about specific cost recovery actions under the policy. This option was considered during the development of the policy but was rejected as inappropriate in this instance as Elected Members are not instigating the action in the circumstances envisaged by the policy. Instead the City is responding to the individual or organisation who is taking action against the City. Elected Member control of City actions is achieved with the adoption of a policy.

Fourthly, you make a range of comments in relation to the City recovering costs from the Mullaloo Progress Association (MPA). Again you appear to be making selective use of the facts. For instance, the City did not try to recover the \$10,000 "immediately" as you assert. The City was awarded costs well in excess of \$10,000 following the action taken by the MPA against the City in the Supreme

Court. Subsequently, over \$50,000 of your debt to the Joondalup community was written off by the Council, leaving \$10,000 owing to the City.

It is acknowledged that the MPA did receive a notice seeking the full amount of \$10,000 early in the 2006/2007 financial year. This occurred because the full debt is outstanding on the City's systems. However the notice should have been accompanied by a note to indicate Council's resolution that the monies be recovered through a payment plan spread over five years. Once the payment plan has been agreed, the City's systems will be amended accordingly. You subsequently received a letter from the CEO apologising for the oversight in requesting the full \$10,000 without the attached note. This apology was not mentioned in your email.

Fifthly, your assertion that the CEO "disregarded (the Commissioners') requirement (to develop a policy) ... until the ACCC was contacted (by the Association)" is false. The Association's dealings with the ACCC had no bearing on the presentation of the report to Council. Rather, having completed an extensive induction process with new Elected Members, City officers moved to complete outstanding work tasks. The development of this policy was one of those tasks and your Association's contact with the ACCC was not even a consideration in this process.

Finally, your letter again raises matters in relation to car parking at the Mullaloo Tavern and, in particular, the "car bays provided on the opposite side of the road". I note that you have asked a question about these bays for the Council meeting of 10 October 2006. The City provides a specific answer to this question in the Agenda following detailed and extensive research. As the question does not relate to a current decision before Council, this research could be considered an inappropriate use of community funds and resources. However, the research was undertaken in an effort to address your concerns. I hope you are now satisfied that cash in lieu was received and understand the basis on which the cash in lieu was sought.

Again, I extend an invitation to you and other members of the MPA to meet with me to discuss ongoing matters of concern to your Association.

Yours sincerely

Troy Pickard
MAYOR

v:\mayor\letters\siderisb.doc

cc All Councillors

Original Message—

From:

Sent: Wednesday, 6 December 2006 10:26 PM

To: Mayor Pickard, Troy

Cc: Cr Amphlett, Geoff; Cr Corr, Brian; Cr Currie, Richard; Cr Evans, Marie; Cr Fishwick, Russ; Cr Hart, Sue; Cr Hollywood, Kerry; Cr Jacob, Albert; Cr John, Michele; Cr Magyar, Steve; Cr McLean, Tom; Cr Park, John

Subject: Re: AGM 201106

Dear Council,

Further to your recent email request from the Mayor, as attached, and others outstanding, I note that you would be all be aware that the MPA effectively became insolvent the moment a \$10,000 account was issued on behalf of this Council for immediate payment in full - albeit contrary to the lawful decision of Council - reference CJ266-12/05

Whilst I note the Council informed the ACCC some months ago that this billing was a mistake, once again in the Community News it has recently been represented by the Mayor on behalf of Council as the full amount of \$10,000 being due now as opposed to 2010 at the earliest, and that this in fact remains the active position of this Council. I find this interesting, as others do, and it would seem incumbent on this Council to urgently ask the local newspaper to print an immediate correction of that misrepresentation, since it has a growing history of such documented factual misrepresentations to both courts and newspapers.

In an attempt to progress matters related to the Mullaloo Tavern redevelopment - which you have all already claimed publicly to be fully informed of - and having given the matter of your most recent request on behalf of this Council due and proper consideration, then it would seem appropriate to me to suggest the following way forward, as I and other ratepayers have been forced to spend a significant amount of personal time and expend considerable effort because this Council under its current leadership have repeatedly refused to expend any resources to verify the fictitious information the previous Council supplied to the Supreme Court in 2003 and the current Council to the SAT in June 2006 this year.

The reasons this Council gave for those repeated refusals to investigate, you will remember were related to the time consuming nature of such research and the diversion of significant resources and monies, and therefore it would be most inappropriate for this Council to now suggest to anyone that it be given these four State Records free of any consideration of their cost to the ratepayers who have recovered them - especially when this Council is supposed to be duty bound to provide responsible financial governance to its electorate.

However I am also of the personal and individual view that it is inappropriate that I or any other Mullaloo resident involved in this substantial State Record research now seek any personal gain as a result of your request and your long overdue effort to substantiate the false evidence that Council has already previously supplied to a variety of Government Agency's, Ministers of the Crown, Courts Newspapers and Tribunals.

I would therefore suggest as an individual that it would seem more than appropriate that this Council now agrees instead to waive the first installment of \$2000 due presumably at the end of the period the MPA is finally billed for it, as set out under CJ266-12/05, as the Supreme Court was clearly actively misled by Council over critical matters of fact in arriving at its conclusions regarding the matters placed before it, since a number of the Mullaloo ratepayers involved in this extensive research are also members of their local ratepayer Association.

I am also aware through my involvement with the MPA that the Mayor and Councillor Jacob have personally on behalf

2

of Council sought to join in personal capacity the MPA which by this Councils unconscionable action has now become effectively insolvent, and that the Mayor continues these attempts on behalf of Council for reasons known to it.

Allegedly they have done this because they both wish to help this Association, and as a ratepayer I see an ideal opportunity for both of them to live up to their words, on behalf of this Council, and to help this Community Association which has only been placed in this position by the deliberate and repeated negligence of this Council and its Officers.

In conclusion I as a ratepayer don't believe that the waiver of the initial due sum of \$2,000 sought at some point from the MPA by this Council properly or fully reflects the commercial value of the extensive research that has been privately carried out by affected Mullaloo residents following the refusal of this Council to provide its ratepayers with responsible corporate governance, or the commercial cost of the higher resolution photographs you now seek from the local research team.

I would also point out that the good financial governance of the City required that this Council fully investigated how this car park and the alleged non - commercial monies allegedly received were spent since senior ranking CoJ Officers still currently employed by the CoJ were deeply involved in improperly resurrecting years later a fictional car parking arrangement that had no legal standing after the restaurant was first sold in the 1990's, and as a result they worked together to give away beachfront land worth millions of dollars in ratepayer income to a private developer for no cost, contrary to the Local Government Act and to Council Policies.

Accordingly I now look forward as a ratepayer to seeing the proffered help from this Council, now provided to the local residents Association in the most responsible manner possible, in order that this Council may finally debate the real issues involved in a truly informed fashion, with the real State Records of note before them.

Yours Mitch Sideris ratepayer CoJ

ATTACHMENT 3

20 March 2007

Mike Tidy
9400 4344

02089

32027



Mr M Sideris
President
Mullaloo Progress Association
12 Page Drive
MULLALOO WA 6027

Dear Mr Sideris

**COSTS AWARDED TO THE CITY IN THE MATTER OF THE MULLALOO
PROGRESS ASSOCIATION AND THE CITY OF JOONDALUP AND RENNET PTY
LTD SUPREME COURT ACTION CIV 1285 OF 2003**

I refer to the City's letter to yourself dated 14 September 2006, the previous invoice issued to the Mullaloo Progress Association for \$10,000 in June 2006 and Council's resolution of December 2005 on the issue of the recovery of the outstanding debt.

In terms of the arrangements for payment the total amount of the debt that the City agreed to recover was \$10,000 spread over five years. The previous invoice raised in June 2006 for the full sum of \$10,000, against which the City had expected that progress payments would be made, has now been cancelled. In its place a new invoice has been raised for the sum of \$2,000 which is the sum of the first of five instalments of \$2,000 over five years. The new invoice is attached. Subsequent invoices will be raised each year for subsequent instalments. It would be appreciated if this first instalment could be paid as soon as possible.

It is to be noted that this action has been taken in order to progress this matter although there has been no response to our request for the provision of a payment plan from the Mullaloo Progress Association. Further there has been no written acknowledgement from the Mullaloo Progress Association acknowledging the significant costs that have been incurred by the ratepayers as a result of the unsuccessful action. This requirement was a stipulation of Council's resolution and a condition of it agreeing not to recover the full costs of \$60,978.12.

It would be appreciated therefore if with the payment of the attached invoice you could provide the Associations acknowledgement as requested. Failure to do so will result in the recall of the payment plan and the submission to Council of a further report for its reconsideration of the recovery of the outstanding costs.

Your response in due course would be appreciated.

Yours sincerely

MIKE TIDY
Director Corporate Services

enclosure

City of Joondalup		TAX INVOICE/STATEMENT	
		ABN: 64 245 472 416	
COMMUNICATIONS TO BE ADDRESSED TO: CHIEF EXECUTIVE OFFICER P.O. BOX 31, JOONDALUP, WA 6919 TELEPHONE (08) 9408 4000 FAX (08) 9300 1181 OFFICE HOURS MONDAY TO FRIDAY 8:30am - 5:00pm		ACCOUNT No.	1 of 1 8609
MULLALOO PROGRESS ASSOCIATION FAO MR M SIDERIS C/O 12 PAGE DRIVE MULLALOO WA 6027		INVOICE No.	71052
		DATE PRINTED	20-MAR-07
		INVOICE DATE	31-MAR-07

Invoice Description	Quantity	Unit Price	Amount
1 Partial recovery of legal costs as per Council resolution number CJ266-12/05 Full amount payable \$ 10,000 to be paid in instalments of \$2,000 pa over 5 years First Installment Payable Tax GST Zero @ 0.00	1	2,000.00	2,000.00
	1	0.00	0.00
			2,000.00

Tax Summary by Tax Name

Tax GST Zero @ 0.00

TERMS: STRICTLY NET ON DUE DATE	
PLEASE PAY ON THIS TAX INVOICE/STATEMENT	
RETAIN THIS PORTION AS YOUR RECORD	AMOUNT DUE \$ 2,000.00
	DUE DATE 31-MAR-07
PLEASE ATTACH THIS SECTION TO YOUR REMITTANCE	
REMITTANCE ADVICE	
CITY OF JOONDALUP P.O. BOX 31, JOONDALUP, WA 6919 MULLALOO PROGRESS ASSOCIATION FAO MR M SIDERIS C/O 12 PAGE DRIVE MULLALOO WA 6027	ACCOUNT No. 8609 INVOICE No. 71052 DATE PRINTED 20-MAR-07 AMOUNT DUE \$ 2,000.00



MULLALOO PROGRESS ASSN INC

C/- 12 Page Drive
Mullaloo WA 6027

Director Finance
Dear Mr. Tidy

Further to your threatening letter of the 23rd March 2007 demanding the immediate payment in full of \$2,000, I note your promise to rescind the payment plan made by Council in December 2005 for fictitious reasons.

As Director of Finance, you and the CEO Mr. Hunt to date have expressed no reasonable interest in recovering the revised sum as specified in that resolution of Council since you blatantly misrepresent the facts of this matter in your letter, and once again the true facts of this matter reveal that you and the CEO Mr. Hunt have deliberately varied that December 2005 decision of Council without any legal authorisation in order to intimidate and harass this Community Association, and to distract from the serious issues involved.

In actual fact you and the CEO Mr. Hunt first raised an invoice dated the 18th August 2006 for the full \$10,000 dollars and demanded immediate payment of that sum in full from this Association on the 23rd August 2006 – the date of receipt by the Association of that invoice. You have deliberately misrepresented that fact.

When complaint was made by this Community Association that only \$2,000 was due in the first year the CEO Mr. Hunt declined to recognise that fact immediately, and also declined to make any apology to this Community Association.

Neither you nor he then issued an invoice for the proper amount until 6 months later although this was clearly requested by this Community Association in August 2006 when it sought compliance from the City with the standing orders of Council from both the CEO and Council.

These facts were never disputed by the City of Joondalup until now, some 6 months later, and once again you demand immediate payment in full against an invoice only just raised.

The reason for the CEO's sudden rush to complete his obvious plan to take this matter back to Council relates to an outstanding ratepayer FOI request which the City currently refuses to process.

This FOI request requires the release to a ratepayer of the written authorisation of Council that enabled Mr. Smith – the then CEO – to exceed his limited personal financial powers (his personal authority at that time was limited to less than \$10,000). In order to take the legal matter that produced this debt to the Supreme Court in the first instance. To date the City has provided no evidence that any such written authorisation exists, and the CEO now clearly wishes to take this matter back to Council before it is proved without doubt that no such written Council authorisation exists. The current Council will now be made aware of exactly which path the City administration is now leading them down since your latest correspondence appears to suggest a blatant conspiracy to pervert the course of justice in this matter – a view supported by a large number of sworn Statutory Declarations.

It is therefore more than misleading of you to now suggest that this Community Association does not, and has never recognised the *significant costs* incurred by ratepayers as a result of our unsuccessful action, when in reality it is the City of Joondalup under this CEO Mr. Hunt which refuses to make public even under the FOI Act the legally necessary written authorisation of Council to undertake that

significant expenditure in the first instance, when it clearly exceeded the CEO's delegated personal financial limited authority at that time. This Community Association has never denied the significant costs incurred by ratepayers as a result of our unsuccessful action – that fact is crystal clear, as is now the current CEO's disapproval of that fact, and the associated improper refusal of the current City administration to make available even under FOI the Council's legally necessary written authorisation to incur those significant costs on behalf of those same ratepayers i.e. us.

This Community Association also is still seeking sight of the same written approval of Council which authorised that significant expenditure which has apparently caused the City administration to now make all the above misrepresentations, and our unending endeavours to sight this necessary legal authorisation because of Mr. Smith's limited statutory financial powers at that time, makes very evident our practical acknowledgement of this matter of FACT. Very clearly because the ratepayer expenditure in this matter was significant, it was neither of a routine nor of a day to day nature, as also recognised very distinctly in the wording chosen by the appointed Commissioners in their written decision of December 2005 which you refer to incorrectly, and obviously because of the fact that this ratepayer expenditure in this legal action in their eyes was significant, there has to be a written decision of Council approving it in the first instance.

Finally I note that you also assert that this Association refuses to acknowledge these significant costs incurred by ratepayers as a result of our unsuccessful action. Apart from this being your opinion I can see no basis for your suggestion since the CEO Mr Hunt has never to date sought such an acknowledgement from this Association but rather now delegated it to you to now suggest that this Association will not do it. This Association has clearly been more than aware of the significant costs incurred by ratepayers in this matter and all those still associated with it, since it is factually accurate to point out that ratepayer funds are still being used by the City to make good all the planning and building deficiencies subsequently caused by the City varying the original planning and development approval of Council which was the subject of the original action.

Indeed since your letter is so factually inaccurate and misleading would you please immediately confirm the following facts in writing to this Community Association as clearly asserted in your letter?

1. The date you now claim to have originally issued the incorrect invoice for the full \$10,000 in June 2006 to this Community Association?
2. Where in any Council correspondence to this Community Association it clearly states that this Community Association should pay the first instalment due against an incorrect invoice?
3. The date when this Community Association was first asked by the City to formally acknowledge the significant costs incurred by ratepayers as a result of its unsuccessful action as stated in the adopted resolution of December 2005?

Yours sincerely



Mitch Sideris

President 30th March 2007

16 April 2007

Mike Tidy
9400 4344

02089 711215

32027

Mr Mitch Sideris
President
Mullaloo Progress Association
12 Page Drive
MULLALOO WA 6027

Dear Mr Sideris

COSTS AWARDED TO THE CITY - SUPREME COURT ACTION CIV 1285 OF 2003

I refer to your letter of 30 March 2007 in reply to my previous correspondence. You have raised a number of questions a response for which will be provided shortly.

In the meantime however your letter did not make reference to paying the invoice attached to my letter for \$2,000 being the first of five instalments of \$2,000 per year over five years.

The Mullaloo Progress Association has previously indicated in correspondence to the City that it does not have the capacity to pay any of the costs awarded by the Supreme Court. Your letter to the Commissioners of 30 October 2004 states:

...as a voluntary self funded, not for profit, resident Association, it does not have funds or assets to pay any of the monies being sought. Financial statements could be provided if required.

You also stated in an email to the Council on 6 December 2006 that the Mullaloo Progress Association became 'effectively insolvent' when the City issued an invoice for payment.

The City requests you confirm that the Mullaloo Progress Association has no capacity to pay the amount of \$10,000 owing to the City or any portion of that amount in any form of payment arrangement. The City also requests that if it is the Association's position that it is unable to pay, audited financial statements are provided to the City demonstrating the Association's incapacity to pay.

Your immediate attention to this matter would be appreciated.

Yours sincerely

MIKE TIDY
Director Corporate Services

18 April 2007

Mike Tidy

02089 711215



32027

Mr Mitch Sideris
President
Mullaloo Progress Association
12 Page Drive
MULLALOO WA 6027

Dear Mr Sideris

COSTS AWARDED TO THE CITY - SUPREME COURT ACTION CIV 1285 OF 2003

I refer to your letter of 30 March 2007 in relation to the above matter.

The City's responses to your questions are as follows:

1. The date you now claim to have originally issued the incorrect invoice for the full \$10,000 in June 2006 to this Community Association?

The City's records indicate that the original invoice for the sum of \$10,000 was raised on 30 June 2006. The City does not dispute your claim that the Association may not have received the invoice until August 2006.

As to your claim that the invoice was 'incorrect', the City did not require the Association pay the amount of \$10,000 in full when the invoice was issued. As explained in previous correspondence from both the Chief Executive Officer and the Mayor, the City had overlooked to provide with the original invoice supporting documentation relevant to the Council's resolution. This oversight was rectified on 14 September 2006.

2. Where in any Council correspondence to this Community Association it clearly states that this Community Association should pay the first instalment due against an incorrect invoice?

On 14 September 2006, the City wrote to the Association setting out the Supreme Court's decision to award costs in favour of the City and the Council's resolution. The letter also stated:

I would appreciate your advice in relation to the matter of payment of the amount of \$10,000.00 by way of a payment plan spread over five years, on the basis that it would constitute the full satisfaction of the costs awarded. This action is based on an agreement by the Mullaloo Progress Association providing the written acknowledgment to the satisfaction of the Chief Executive Officer acknowledging the significant costs that were incurred by the ratepayers as a result of the unsuccessful Supreme Court action.

3. The date when this Community Association was first asked by the City to formally acknowledge the significant costs incurred by ratepayers as a result of its unsuccessful action as stated in the adopted resolution of December 2005.

See response to question 2.

There are a number of other issues raised in your letter which I propose to address.

Firstly, the City refutes your assertion that its attempt to recover costs from the Association 'relates to an outstanding ratepayer FOI request which the City currently refuses to process' and is a 'blatant conspiracy to pervert the course of justice.' Your freedom of information application, which is currently being managed by Ms Jane Scott-Malcolm, is unrelated to the City's actions in relation to the recovery of costs, which is sanctioned by a Council decision.

Secondly, you claim that the Chief Executive Officer did not have the requisite authority 'to take the legal matter that produced this debt to the Supreme Court in the first instance.' The actual fact is that the City did not take this matter to the Supreme Court; it was defending the action commenced by the Association.

You claim that the Chief Executive Officer exceeded his 'limited personal financial powers (his personal authority at that time was limited to less than \$10,000)'. Notwithstanding that the Association has previously received a response from the City's solicitors on 7 July 2004 regarding the same issue, the City reiterates that it was within the authority of the Chief Executive Officer to appoint and instruct solicitors in the Supreme Court proceedings.

I am unsure of what you are referring to when you state the Chief Executive Officer's personal authority at that time was limited to less than \$10,000. I can only assume you are referring to the Register of Delegation of Authority. The authority to sign accounts on behalf of the City was delegated to the Chief Executive Officer. The Chief Executive Officer in turn delegated the power to a number of other officers. The Chief Executive Officer could sign cheques where the payment was less than \$10,000. For payments of \$10,000 and over to payments under \$250,000, two signatories were required.

The City's solicitors issued periodic invoices for their services and each account was correctly signed off prior to payment.

Yours sincerely

Mike Tidy
DIRECTOR CORPORATE SERVICES



MULLALOO PROGRESS ASSN INC

C/- 12 Page Drive
Mullaloo WA 6027

Director Corporate Services

Dear Mr. Tidy,

I write in response to your letters dated the 16th and 18th April, which were supposed to contain answers to the serious questions addressed for your attention in my letter dated the 30th March.

Unfortunately both of your letters fail to deal with these specific questions properly, and merely prevaricate, mislead and introduce new demands by the City clearly designed to distract from the fraudulent and unconscionable actions of the City and its Executive in regard to this matter, and its deliberate failure to properly follow the lawful orders of Council for the clear political gain of the executive Officers of the City.

Following a similar format to the original questions placed before you, this Association notes in your response to question 1, that you deliberately avoid admitting that you fraudulently claimed previously that an Invoice was issued on the date it was raised on your systems rather than the date it was printed, let alone the date it was finally sent to the MPA. Since the real issue date is already confirmed in other correspondence the MPA now requests once again that you supply the date that the first Invoice was finally sent from the City to the Association.

Additionally because of your continuing attempt to mislead on this critical matter

Question 1 (a)

On what basis precisely do you continue to suggest that this Association could either be in possession of an Invoice from the City that had not been sent to it, or be legally held to be in possession of a document that you had not in fact even printed, as stated in your previous correspondence which was circulated to Council?

Your response to our previous Question 2 also does not answer the question as written – therefore it is resubmitted to you once again since you now present the Invoice in question as being payable over 5 years which is patently untrue, since the due date for the full \$10,000 is clearly identified on the Invoice itself, a date wholly contrary to the standing lawful orders of Council on this matter.

Question 2 – repeated

Where in any Council correspondence to this Community Association does it clearly state that this Community Association should pay the first instalment due against an incorrect invoice?

Once again because of your continuing attempt to mislead on this critical matter additionally I ask

Question 2 (a)

What was the date the full payment of \$10,000 was required by the City to be paid by this Association

as printed on this Invoice - number 65561

Question 2 (b)

Where is our copy of the alleged original letter to this Association that the City continues to claim should have accompanied the issue of this same invoice which to date this Association has never seen or ever received a copy of, despite repeated requests?

Your response to Question 3 also does not answer the question as written. Once again the question is resubmitted below because your answer to question 3 – 'see response to Question 2' does not in any way answer the query raised with you since the question clearly relates to the date of the City's direct request for this acknowledgement, and in fact all you provide is a related statement containing no such direct request.

Question 3 – repeated

What was the date when this Community Association was first asked by the City to formally acknowledge the *significant costs* incurred by ratepayers as a result of its unsuccessful action as stated in the adopted resolution of December 2005?

The truth of the matter is that the City has now issued this Association 2 Invoices. One wholly illegal retrospective immediate demand for \$10,000 in full, and another six months later allowing not one year to pay but one week, once again wholly contrary to the lawful standing orders of Council.

It is clear from all the above and your continuing deliberately evasive responses that the City has no interest whatsoever in actually obtaining this money from this Community Association for the ratepayers of the City, because it has repeatedly and consistently acted in a manner which makes it impossible for the MPA to raise the money in question by repeatedly refusing to either properly invoice this Community Association or allow this Community Association the necessary time period in accordance with Councils standing orders on this particular recovery.

The City has been behaving like this for the reasons made clearer further on in your latest correspondence, since none of the above actions of the City are in any way sanctioned by Council as you falsely claim, since all of these actions by the City clearly conflict with the Councils written decision on this matter.

You even write that the City did not commence Supreme Court action, when in fact it clearly did so, when it chose to defend the action rather than attempt any negotiation with this Association outside of the Court process at all. That was a clear decision of the City and not the Council, since the City did not take the matter to Council for such approval at all.

If you wish to falsely repeat this claim again in writing then please supply the dates of the correspondence sent, or if not, copies of the actual correspondence derived from the City's RMS system, wherein the City attempted to negotiate with this Association outside of the Supreme Court, prior to the City engaging its Supreme Court brief?

It is, as you are well aware, a matter of fact, that both solicitor and Senior Counsel, were engaged by the City alone without any Council discussion, well in advance of a writ of *certiorari* being lodged, and that this application was not contested by the City at that time even though it had already formally engaged its Supreme Court team

As for your further patently incorrect rejection of the fact that the City's Executive Officer wrote to me

(in a personal capacity) improperly threatening the full force of the law, in response to an outstanding FOI application, it is already a matter of record that in the same correspondence the CEO similarly denies that the City does not deal with FOI applications in accordance with the legally prescribed time period. Subsequent to the issue of that letter the Office of the Information Commissioner confirmed the fact that this same FOI application was in fact not dealt with in the requisite time period. The facts of any of these matters then rarely can be seen to ever intrude into any of your written responses.

In your response as referenced, you further claim that the City received legal advice which is of standing in respect of the CEO being allowed to exceed his personal financial authority of only \$10,000 in engaging legal services outside the tendered and Council approved contract of services, and to then simultaneously authorize the City to take Supreme Court action against this Community Association. However while making these sweeping statements it is more than notable that you decline to accompany them with any specific references that make clear in any way how the CEO alone had any of the necessary powers, without any Council approval, to authorize payments for all the subsequent significant legal costs and services incurred.

Clearly this financial authority was not derived under Section 5 41 (d) as the City have previously claimed to the Minister because of the significant expenditure involved therefore it is now necessary that you further explain the legal basis of the extravagant claims that you have now made in writing to this Community Association;

Question 4

Under what authority exactly could the Chief Executive Officer alone authorize expenditure of over \$50,000 for legal services he instigated, as you have written?

I would also point out that the City's same legal advisers have previously also:

1. Incorrectly advised Council that they could not take action against the same Chief Executive Officer for misrepresentation, contrary to the best interests of ratepayers.
2. Acted for the same Chief Executive Officer against his employer – the Council, contrary to the best interests of ratepayers.
3. Acted for City officers at the subsequent Inquiry, even though they were not under investigation, contrary to the best interests of ratepayers.

The City's legal advisers then have a well documented history of critically providing incorrect legal advice and of acting against the best interests of ratepayers by supporting Officers against

Council – their employer – all paid for by the ratepayer, contrary to their interests. Clearly what is in the best interests of the City, and its officers, is the primary concern of its legal advisers, and these are well documented and already proven not to be in the best interests of its ratepayers.

It is exactly the same in this case, wherein it is also well documented and proven that neither you nor any other City Officer involved in this matter have properly invoiced this Community Association in accordance with the lawful orders of Council. This has been done not in the best interests of the ratepayer, but in the vested interests of the City, in a deliberate and determined attempt to denigrate, harass, and intimidate both the MPA and its membership both past and present, who had the courage to stand up and seek to protect the amenity of their suburb. This Community Association would have, if it had been allowed, made every endeavor to raise the reduced sum of \$2,000 due per year through fundraising if the City had presented to it an invoice in accordance with the decisions of Council.

However it is now manifestly clear that the City has clearly conspired against the MPA in this matter, and denied this Community Association that opportunity, and deliberately acted yet again against the best interests of all ratepayers.

I therefore look forward once again to receiving from you full and relevant explanations to all the outstanding questions, and of course a full explanation as to why the City has determined not to properly present an invoice in accordance with Council's decision and lawful orders on this matter, which allowed this Community Association the time allotted by Council to raise the sum required per year – a matter of record made crystal clear by the due dates printed on the invoices, and the dates that they were received by this Association.

Perhaps you would even like to extend the due date of the 1st correct invoice stipulating the correct amount - the last invoice - from 1 week to the Council's legally specified period of 1 year - if you really want this Community Association to try and pay the money you already state is overdue?

Yours

A handwritten signature in black ink, appearing to read 'M. Sideris', with a stylized flourish at the end.

Mitch Sideris
President 14th May 2007