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INDEPENDENT COMMISSION AGAINST CORRUPTION

THE HONOURABLE PETER M. HALL QC
CHIEF COMMISSIONER

PUBLIC HEARING

OPERATION TOLOSA

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TRANSCRIPT OF PROCEEDINGS

AT SYDNEY

ON MONDAY 16 MAY, 2022

AT 2.00PM

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THE COMMISSIONER: Yes, Mr Darams.

MR DARAMS: Thank you. Mr Gainsford, can I just ask you some questions about Mr Tsirekas and whether you knew him before you commenced as the general manager of the council?---Yes.

10 Yep. So how long had you known Mr Tsirekas before you commenced with the council?---Oh, I met him in the mid- to late-90s when he was a councillor on Drummoyne Council and I was a president of a local sporting club.

What was that club?---Drummoyne Water Polo Club.

Was Mr Tsirekas associated with that water polo club as well?---Not at that time.

20 Did he subsequently become associated with it or involved in it?---He became a member later on, yes.

Okay. So, to the extent you had a relationship with Mr Tsirekas before you commenced at council, it was just in a social setting, is that right?---That's correct.

You hadn't worked with Mr Tsirekas before at any stage?---No.

30 During the period of time you were the general manager at the council, did you socialise with Mr Tsirekas, socialise with Mr Tsirekas outside work events?---It would be, largely it would be work associated or if I went to my water polo club.

That's what I was going to ask you. So, you might have some social functions but they were council-related events?---Yes.

Otherwise the involvement in the water polo club?---That's correct.

40 Yeah. I want to ask you some questions – but otherwise you wouldn't describe you have a, you wouldn't describe the relationship between you and Mr Tsirekas as friends, it was otherwise probably bad rap, not an inapt

description, but work colleagues?---Yeah. Colleague and associates in a sporting club that has a few hundred members.

Yep. As the general manager both at Canada Bay Council and also at the Inner West Council, part of your responsibility is to maintain the register of disclosure of annual interests or the annual returns, is that right?---That's right.

10 So they're the disclosures that councillors and other council staff have to make in accordance with section 449 of the Local Government Act?---I can't recall the section number, but yes, the annual disclosures, yes.

But you understand what I'm talking about. You obviously have to complete one as the general manager, is that right?---That's right.

20 Did you have to complete one at any stage before you were either the general manager – well, before you were General Manager at Canada Bay Council or did the roles you had before that didn't require you to - - -?---No. I filled them in in my previous employment as well once I became a senior staff member.

I see. Now, just in relation to the process, do you find the process of completing the forms particularly onerous or time consuming?---No, they're not, they're not time consuming, no.

30 In terms of when you were the GM at the Canada Bay Council was there a particular process that was followed each year in relation to having those who had to provide the disclosures, was a particular process adopted in order to assist them in providing the disclosures?---The, the Governance Team would reach out to everyone that was a designated person to provide their interest forms.

You didn't do that personally?---No.

40 No. Do you know, either based on your observations or because of your actual involvement in that process, what, if any, information or assistance was provided by the Governance Team to councillors and others to assist them?---Generally a memo of some description is provided with the form that advised people what they need to fill out, or the types of things.

Do you recall during the period of time that you were the GM at Canada Bay Council, was there any training provided?---Yeah. Yes, there was. There was, there was training, I got the Office of Local Government to come in and provide some training and a presentation to all the councillors and there was other training that was provided before my time but in the, I don't remember the council.

10 In terms of the training that you organised to occur, was that annual training or was it just a one-time event?---It was a one-time event at the commencement of council after I started.

Was there a particular matter or event that caused you to do that or was it just something you thought would be good governance?---No. No, I just thought it would be good governance. I, I understood there was training before I started but I wanted to provide this further opportunity.

20 Do you know whether or not part of the materials or the information provided to the persons who were required to complete these disclosure returns, included the, if they had done one, the preceding year's disclosure? ---Can you just ask that question again?

Sorry. Yeah, I apologise. During the period of time that you were the General Manager of Canada Bay Council, do you know whether, in terms of the information given to councillors and others who had to complete the forms, whether they were provided with a copy of their preceding or previous disclosure?---Not that I'm aware of.

30 Do you adopt that process in your current position as General Manager at Inner West Council?---Inner West, we provide a copy, yeah, I, I'm unaware whether we provide their previous ones. We've got a, I mean, it's a new term of council.

All right, okay. So you're not aware, during the period that you were the General Manager at Canada Bay Council, whether the preceding or the previous disclosure, if one had been made by a councillor or someone else, was provided to them as well?---Not that I'm aware of.

40 Okay. I know you've given some evidence about some training that was given in relation to the, well, is this an apt description, the obligations in respect of disclosures. Was that training just limited to that or was it also

extended to obligations under the code of conduct?---No, it was, it was to do with the roles and responsibility of an elected official.

Right. So wasn't simply just disclosures but did it touch upon the code of conduct, as well?---Touched upon all parts of their, their obligations.

Do you recall whether any person, whether a councillor or other designated employee during your time at Canada Bay Council raised with you any issue they had with completing these annual disclosure returns?---Not that I'm aware of.

Would that be something, if someone had an issue or a question, would that be something you would have expected to be raised with you as the general manager or - - -?---If it was a question, not necessarily. They could just simply clarify that with the governance manager.

When you say "governance manager" was there a particular role called governance manager?---Yeah, there was.

20 Where did they sit in the hierarchy, I guess? Did they report directly to you or report through someone - - -?---No, report to the Director of Corporate who reports to the, the general manager.

Just going back to Mr Tsirekas and your engagement with him during the period of time that you were the General Manager of Canada Bay Council, were there occasions where Mr Tsirekas would come to you or ask you about the progress of a particular development application or planning matter?---Yes.

30 Can you recall the circumstances of when that would happen? Now, would it be just a telephone call, he'll come down to your office, what sort of inquiries were made?---It could be a telephone call, email - - -

All those sorts of examples?---All those, yeah.

Right. When Mr Tsirekas did that or engaged in that, was that of any concern to you at all or did you form any view about the propriety of that happening?---Seemed to happen early, early on, more early on in my employment but concerns at the time, he seemed to have an interest in DAs.

40 I, I made it clear that, that if there's a customer service issue associated with

a DA, meaning someone hasn't got back to them, I'd follow, I would follow that up.

Right. So when you say you made that known to him, was that early in the part of your employment or early in the engagement of your employment?
---Early in our, in my tenure.

Was it your experience then that after you raised that with Mr Tsirekas that the requests from Mr Tsirekas subsided or not?---Not necessarily.

10

Okay. Was there a particular point in time where you are able to say that the requests from Mr Tsirekas did subside?---Maybe perhaps about halfway through my tenure.

20

Is there any thing or conversation or event you can point to that might have resulted in that lessening of approaches? Did you raise it with him and say, "Hey, look, this is unacceptable," or something like that?---I, I'd, I'd, we'd had a conversation and I said the only, throughout my tenure the, the only issue I will raise in relation to planning matters with the staff is if we, if there's been a delay in someone referring someone's phone call, making a promise that they'd do, that customer service side of things. I made it clear that that's the, they're, they're the, they're the kind of things that I'd follow up as any general manager would.

Right. So just so I'm clear, it was your experience that after that point in time, the requests or the approaches from Mr Tsirekas in relation to the progress of matters subsided?---After, it, it may, it wasn't after a particular conversation. I said it was after about 18 months.

30

18 months.

THE COMMISSIONER: Was your position that you would only deal with delay in respect of development applications adopted or informed by probity issues?---From my perspective, the role of the general manager is not to get involved in the assessment of an application or the timeliness of the application itself per se. It's to be involved with if we – when I say "delay" as if we hadn't replied to someone or emailed, responded to someone or returned a phone call.

40

Yes.

MR DARAMS: Now, Mr Gainsford, were you, in your role as the general manager of the council, were you involved in any negotiations with the I-Prosperty Group over a proposed voluntary planning agreement with them?---Yes, I was.

Who else was involved in those negotiations?---I got the property manager at the time, Kent Walton, to do the negotiations, and I would also seek advice from the planning director Tony McNamara at the time on, 'cause it was associated with the size, how many square metres associated with the development, so I'd need clarity on that side from the planning director.

Did you have any conversations with Mr Tsirekas about the progress of that planning agreement?---The voluntary planning agreement? No. He was aware that it needed to be negotiated, but it was just something that happened in parallel to the assessment of the planning proposal.

THE COMMISSIONER: You're talking now about I-Prosperty applications?---Yes.

20 Or application.---Yes.

Do you recall any particular matters arising in respect of the I-Prosperty application or proposal that come to mind?---Matters arising?

Concerning the development application by I-Prosperty.---It was a planning proposal. It was quite a complex planning proposal. I was, I was associated with the, I sat in on some discussions. It was largely a matter for the planning director to deal with the planning proposal. I just dealt with the conversations and the negotiation for the voluntary planning agreement.

30

And who participated on behalf of I-Prosperty in those - - -?---Belinda Li. She did get a valuation report, I can't recall whether I met their valuer, but it was largely Belinda.

MR DARAMS: Did you ever have a conversation with Mr Tsirekas where he raised anything to the effect that council was – council, and I do that broadly – was responsible for any delays in progressing the negotiation of the voluntary planning agreement?---Not so much the voluntary planning agreement itself. It'd be largely around the whole planning proposals.

40

That there was – sorry, just so I understand that, so I’m clear, that you had some conversations with Mr Tsirekas where he discussed, whether he was saying it was true or not, but he was discussing that there was some suggestion that council was delaying things or responsible for the delays? ---Or he made it clear early on in my tenure, as I said, with the three meetings I had in the first week of my employment, that all of those I-Prosperity/Billbergia/Prolet were all important matters that seemed to have taken too long.

10 Sorry, when you say that he discussed and they appeared to take too long, did you understand that that was somehow some criticism of council staff? Is that how you took it or it was just a comment?---I took it as a comment.

Right.

THE COMMISSIONER: Sorry, couldn’t hear that.---As a comment.

Yeah. Well, do you recall whether Mr Tsirekas was consulted or involved or spoke to you concerning the negotiations that you spoke of earlier that
20 Belinda Li was active in?---He was aware that we were having conversations. He wasn’t in the room when the conversations was, were on.

How was he aware?---He seemed to know when I had, if there was a meeting coming up, he seemed to, seemed to, seemed to be aware that there was conversations going on.

When you say he seemed to be aware, was that by virtue of things he would say?---Yeah. He would - - -

30 Such as, for example?---“I understand you’ve got a meeting on today.” Different things like that, seemed to be aware when different people came in and out. It is a small building.

MR DARAMS: I take it from that answer, to the extent that you and any other council staff were, for instance, meeting with I-Prosperity, it wasn’t your process to include or copy Mr Tsirekas in to inform him that those meeting were occurring?---No.

40 No. So to the extent that he was raising those with you, and you formed the view that he had some understanding that a meeting was on, he’s obtained

that information from some other source?---I would assume so. I never really thought about it at the time.

Could I - just in relation to Mr Tsirekas' relationship, did you know Mr Colacicco before you started with the Canada Bay Council?---No.

Did you know at any stage during your employment as the General Manager at Canada Bay Council whether Mr Tsirekas and Mr Colacicco had a friendship?---It would appear so, yes.

10

No, but did you know?---Before I started, no.

Not before, but at any stage during your employment did you come to understand they had a friendship?---Yes.

When, in that sort of timeline of your employment, did you become aware of that?---Oh, I can't recall it. It just seemed to evolve over a period of time. Yeah.

20 How did that, when you say it seemed to evolve, do you say your knowledge seemed to evolve?---Yeah.

How did that knowledge evolve? Was it based upon observations, conversations?---Observations, yeah. He would appear at different council functions.

Mr Colacicco?---Yeah.

30 Right. Did you ever have a conversation with Mr Tsirekas about his relationship or friendship with Mr Colacicco at any stage?---No.

No. So just based in your observations of seeing Mr Colacicco appear at council, was it council events or other - -?---Different council events. I, I'd see, see them at, yeah, just different, different events and around locally. His office is very close to the council.

Mr Colacicco's office?---Yeah.

40 So based upon those observations, you'd come to form the view that there was some particular relationship or friendship between Mr Colacicco and Mr Tsirekas?---That's correct.

Can I ask that the witness be shown volume 4.5, page 5? I just want to just have a look at this email, Mr Gainsford. So, this is an email from Mr Tsirekas to yourself on 21 March, 2018. I take it you'd only been employed for a short period of time at this stage?---That's right.

Right. Do you recall the circumstances of – well, it appears that Mr Tsirekas has forwarded on, in effect, correspondence from Mr Walton to Mr Bartolotta and Mr Colacicco's name appears. Do you recall the
10 circumstances as to how this came about?---No. All I, all I can recall is the, Mr Bartolotta requested a contract, a delayed settlement on that particular property. This is the first I've heard of it at this email.

Sorry, when you say it's the first you've heard of it, so when this email is sent you in March 2018, that's the first you became aware about this request for an extension, is that what you're saying?---That's right.

Did Mr Tsirekas discuss this, either this email or the reasons why he forwarded it on to you?---No. Other than there seemed to be a delay at our
20 end in dealing with it.

I was going to ask you that. Is this one of those examples early on in your employment where Mr Tsirekas raises an issue with you about an alleged or potential or actual delay on the part of council and this was being used as an example or perhaps an example of one of those?---That's correct.

But based on your evidence before about your understanding or assessment of the relationship between Mr Colacicco and Mr Tsirekas, I take it that at the time that this was sent to you by Mr Tsirekas, you had no understanding
30 of any relationship?---No, that's correct.

THE COMMISSIONER: Just in relation to that email that's on the screen, it's an email from Mr Tsirekas to you. 21 March, 2018. There are a number of attachments. I don't recall, do you recall this email or the attachments?
---I, I don't recall the attachments. I recall the email, which was about a, which was a follow-up, a conversation between the property manager at the time, Kent Walton, and John Bartolotta.

What was the topic of conversation?---Oh, well, what's articulated, the
40 contract extension. Well, it's, it's not a contract extension, it's a delayed settlement for that particular property.

Yes. Now what are the attachments, can you remind me?

MR DARAMS: They don't appear in the brief, Chief Commissioner. I think, and this is simply based upon personal experience sometimes, that if people have photos or images attached to their sign-offs, sometimes when an email is forwarded on, they come up as individual images as opposed to at the bottom of the email. And if one looks forward, on page 7 there are other question mark boxes where it might have been where the image was in the original email.

THE COMMISSIONER: All right. That's all right.

MR DARAMS: But again, that's - - -

THE COMMISSIONER: That's okay.

MR DARAMS: - - - simply based on personal experience with some of these emails.

THE COMMISSIONER: Just going back a step, you said you had some involvement and negotiations with Ms Belinda Li.---Yes.

Was she a fairly voluble spokesperson for the I-Prosperity Group, do you recall?---I didn't, I dealt with her mainly, she brought one other person, I can't remember who it was, to a meeting once. But it was either her or David Furlong.

Was that the only occasion you met and dealt with her or were there other occasions?---Just through the VPA negotiations. It might have been multiple meetings or email exchanges.

Yes, yes. And do you recall what position she was taking in relation to the VPA negotiations?---She was negotiating to reduce the amount of council's, what council perceived it was owed.

And you may have answered this before. Was Mr Tsirekas involved in those negotiations with her or with anyone else?---No.

Do you know of any connection or relationship between Belinda Li and Mr Tsirekas?---No.

Apart from his official duties as mayor.---No.

Okay. Yes.

MR DARAMS: Yes. Could the witness be shown volume 1D, page 197. Zoom that in so you might read it a little bit. Just ask you to read the email. ---Yep.

10 Now, do you recall receiving this email now?---Oh, yeah.

Yeah.---Yes, I, I recall the circumstances, the exact email, yes.

Right. Right. Just could I ask you this. This seems to be, you referred to Mr Furlong before. I take it you knew that Mr Furlong had been engaged on behalf of I-Prosperity by this time?---That, that's right. My first ever meeting on I-Prosperity, Mr Furlong was in, in attendance.

20 That meeting was after you commenced with the Canada Bay Council?
---Correct.

Now, just in relation to the points 1 through 5, if I could just ask you to read that?---Yes.

30 It appears that Mr Furlong was asking or seeking that the council provide a letter that sets out confirmation of those matters 1 through 5. The first question I have is did you at that time agree that those matters 1 through 5 were, as described by Mr Furlong, accurate?---I, I can't recall the circumstances at the point, I can't recall the circumstances of the point in time. I would have forwarded it to our property manager, planning director at the time to, to seek advice before we chose a way forward in response.

40 Are you able to assist us now as to whether or not what Mr Furlong had set out there was, in fact, accurate as best you understand the circumstances?
---1, we'd agreed to terms. 2, I can't recall exactly when it was exhibited, it wasn't exhibited 'cause it went to Gateway and so 2 hadn't happened, 3 hadn't happened because it was predicated on 2, we'd already agreed to point 1, so we would have signed the planning agreement at the end and there was a draft planning agreement that we'd agreed on, so if they're the correct clauses, I would have got legal advice and that would have been fine.

Do you know whether a letter was actually provided on behalf of council confirming those matters?---I, I do recall something, I'm pretty, I'm pretty sure there would have been.

If there was a letter on behalf of council, would that be something that you would have had to sign off on as the general manager?---I believe so.

10 Yeah. Did Mr Tsirekas raise any of these matters with you at or about this time in May 2019 or after it?---I, I can't recall.

You can't recall. Okay. Now, Mr Gainsford, your employment with Canada Bay Council ended in 2021?---Yes.

Did you resign from your employment?---Yeah, I was successful in applying for the general manager's position at Inner West Council.

20 I was going to ask you, was the reason you resigned because you obtained the employment at Inner West Council?---That's correct.

Is the Inner West Council a larger council than - - -?---Yes, it is.

Yeah. You had spent a fair bit of your working career prior to Canada Bay Council at the Inner West Council?---That's right.

So do I take it the reason for you resigning is, in effect, you wanted to return to the Inner West Council and was the only reason you resigned?---Yeah, it was a great opportunity to go back to where I came from.

30 Yeah. Chief Commissioner, they're all the questions I had for Mr Gainsford.

Yes. Very well. Is there any application for cross-examination?

MR LEGGAT: Chief Commissioner, yes, we applied in writing to cross-examine Mr Gainsford.

THE COMMISSIONER: Just pardon me a moment. I'll just locate that. Yes, yes, Mr Leggat.

MR LEGGAT: Thank you, Chief Commissioner.

THE COMMISSIONER: Yes, Mr Leggat, you proceed.

MR LEGGAT: Thank you. Chief Commissioner, I wonder if volume 1D, page 197 might be put back on the screen, please?

THE COMMISSIONER: Yes.

10

MR LEGGAT: Mr Furlong, the – sorry. Mr Gainsford, the letter that Mr Furlong wrote to you, which we see on the screen, you didn't see anything untoward or unorthodox in receiving such a letter. Do you agree with that? ---In terms of unorthodox, I hadn't seen anything like that before to be fair, and we just dealt with the matters that were listed, or the dot points that were listed in the email.

THE COMMISSIONER: Just on that memorandum, excuse me. You'll see it's been cc'd to Belinda Li and it's been cc'd to Mr Tsirekas, apparently at his personal email address, so it seems. Do you understand why this planning agreement was being copied through to him?---No. But if it was a blind cc, I don't know whether I would have received it in my, when it turned up in my inbox.

20

No, yes.---So - - -

But the fact of it having, in effect, sought or obtained his involvement in this planning agreement - - -?---That seems unusual.

30 Is that unusual?---Yes.

And why would you suggest it is unusual for him to have been cc'd into this particular issue concerning the planning agreement?---Because it's really a procedure that's a matter for the general manager to deal with, it's an operational matter.

40

I was going to say, in relation to what you described as operational matters, did the council in your time have a procedure whereby staff were tasked to deal with matters, for example, such as the subject matter of this agreement and other matters rather than taking them up to councillors?---There is a series of delegations of what every officer within a council's entitled to and

the delegations that council give the staff. This matter had been dealt with at council and they'd made a decision, made a decision that was reported back to council that says that the VPA, outlining the VPA. So there's no need after that for that to go back to council unless it's a, a change to what was, what was agreed to at the council meeting.

I see. Yes, thank you.

10 MR LEGGAT: Thank you. Mr Gainsford, the reaching of an agreement which culminates in a VPA involves, in your experience, commercial bargaining back and forth between the entity that's going to benefit from the VPA and the developer? That's right, isn't it?

THE COMMISSIONER: Mr Leggat, why do you choose the words "commercial bargaining"? This is a statutory authority that's, I wouldn't have thought a commercial operator, undertaking commercial investigations, it has responsibilities to the public, as do councillors who represent the public and public interest.

20 MR LEGGAT: Chief Commissioner, I've got a slightly different view and that was why the question was asked in that form.

THE COMMISSIONER: I'm sorry, you've got what?

MR LEGGAT: A different perspective on what happens - - -

THE COMMISSIONER: Yeah. No, you just deal with what I'm - - -

MR LEGGAT: Yes.

30

THE COMMISSIONER: You're putting to this witness, who was general manager at the time of the council, and obviously has had considerable experience in the area of local government. You're not seriously putting, are you, that council's just entering into commercial negotiations when there's matters of public interest involved, such as impacts on the environment and all the usual issues. It's not a matter of commerce, is it? Commercial trading - - -

40 MR LEGGAT: Yes, Commissioner, yes, it very much is so.

THE COMMISSIONER: No. You'll have to convince me of that before you put this question, unless you want to reformulate the question.

MR LEGGAT: All right, let me reformulate it. If one looks at what the government sought to achieve in Rhodes, excuse me, the Rhodes Precinct, via a VPA, that involved considerable benefit to the community, agreed?

THE COMMISSIONER: You're talking about the whole of Rhodes?

10 MR LEGGAT: The Rhodes Precinct.

THE COMMISSIONER: Sorry?

MR LEGGAT: The Rhodes Precinct. We can deal with the Station Precinct step by step.

THE COMMISSIONER: But there's not a VPA for the whole of the precinct, is there?

20 MR LEGGAT: I beg your pardon?

THE COMMISSIONER: There is not one VPA for the whole precinct, is there?

MR LEGGAT: No, there is a planning approach for the whole precinct and the planning approach is achieved by a series of VPAs with different developers.

30 THE COMMISSIONER: I thought you said a VPA. I thought you were talking about a single entity.

MR LEGGAT: No, I'm sorry. If I suggested that, I didn't intend to.

THE COMMISSIONER: All right. Perhaps reformulate it.

MR LEGGAT: Yes. So, Mr Gainsford, let's go step by step. A series of governments over the years have created planning visions for the Rhodes Peninsula, agreed?---Correct.

40 Part of the planning visions by the successive governments over the years have involved the building of public infrastructure, agreed?---Yes.

Governments, in relation to the Rhodes Peninsula, have sought where possible to have developers pay for as much of the public infrastructure as possible, agreed?---I'm not privy to every bit of infrastructure and how it was funded for the Rhodes Peninsula. It's like any negotiation with a VPA. If there's opportunities, there is public benefit taken from it.

THE COMMISSIONER: Is this a field that you were qualified and experienced in? Or is this not the role of a general manager to be - - -?
10 ---No, not necessarily. I, I've negotiated some voluntary planning agreements over the years with a team of staff.

And in relation to Rhodes, are you familiar with - - -?---No, I don't have, I, my involvement was limited to this VPA and another one at Billbergia.

Sorry, what was the first one?---The I-Prosperity VPA.

MR LEGGAT: And the Billbergia VPA, you were involved in negotiating that, were you?---It was an amendment to it that was ongoing, so it was
20 already a voluntary planning agreement in place.

In relation to the negotiation process that you've described, can I suggest to you that that involves commercial bargaining between the council on one hand and the developer on the other hand?---It's a negotiation between the two parties.

And it's a negotiation pursuant to which the developer will have to expend money, frequently many, many millions of dollars, correct?---It's all related to the planning proposal in place. So the, you know, the, the amount of
30 uplift, it's associated with the amount of uplift. There has to be an appropriate planning proposal in place with an uplift and then you can negotiate the VPA.

What you're describing in relation to the I-Prosperity VPA and the Billbergia VPA can be summarised in terms of if the developer wants the LEP to be rezoned in order to increase the height limit and therefore potentially increase the yield to the developer, there is a financial price to be paid. That's so, isn't it?---There's a principle at council that you can't buy
40 floor space.

I understand that.---So - - -

But what you're describing is a process whereby the amount paid to council or to the government in a VPA is a relevant consideration as to the nature and extent of the LEP changes, agreed?---It's, it's part of it. It's, it's one piece of the planning proposal.

And from both the developer's point of view and from the government's point of view, it's a very important piece in the planning proposal process, isn't it?---I'll reiterate that council's policy at the time was you can't buy
10 floor space, there's a voluntary planning agreement in place that the planners work out the appropriate development on the site, if there's increase in, in density above and beyond what the planning controls were, there's a mechanism to negotiate a voluntary planning agreement.

Can I suggest to you that you're being somewhat coy when you say you can't buy floor space? What I mean by that is yes, that must be right, floor space is - - -

20 THE COMMISSIONER: No, Mr Leggat, he didn't say that. He said that there is a rule or a principle.

MR LEGGAT: Yes.

THE COMMISSIONER: It's the principle, not his words - - -

MR LEGGAT: All right.

30 THE COMMISSIONER: - - - principle that you can't buy floor space. Is that right?---That's correct.

So there's nothing he's coy about, Mr Leggat. Whoever laid down the principle might have been coy but he's not here or she's not here.

MR LEGGAT: All right.

THE COMMISSIONER: Well, I'm not, Mr Leggat, I think we're dealing with a witness who says he obviously knows a lot about planning but he's not a planner.

40 MR LEGGAT: Yes.

THE COMMISSIONER: He was never in the planning department of the requisite council and so far as we know, not in any council. These are the sort of matters you have raised before with other witnesses - - -

MR LEGGAT: Yes.

THE COMMISSIONER: - - - who did have that expertise, in fact, Mr McNamara was the witness for that area.

10 MR LEGGAT: Yes.

THE COMMISSIONER: So I'm not sure this is helping me, is it? Perhaps - - -

MR LEGGAT: Very well. Look, it might not. Let me hone in on this. When you were negotiating the VPAs in relation to Billbergia and in relation to I-Prosperity, you were seeking to achieve the best outcome for the community that you could. Do you agree with that?---That's the role of council.

20

And that was what you, I think we're in furious agreement, that was what you were trying to do through the VPA process, quite legitimately, I suggest?---That's right.

You negotiated very successfully with Billbergia for Billbergia to construct a bridge, didn't you? So, like, a connecting bridge. Did you negotiate that?---No, no, I was involved but Billbergia, you're talking about Billbergia. I was involved with a renegotiation of a previous VPA. It wasn't largely associated with the bridge. It was associated with a recreation centre.

30

Right. The recreation centre was something that council thought was in the community's best interests?---That's correct.

Your role in that negotiation was to endeavour to have Billbergia fund the expense involved in the construction of the community centre. Have I got that right?---No, it was a recreation centre. It was already, this was already negotiated. I was trying to amend the recreation centre to get a better outcome for the community.

40

And, in your view, what was the better outcome that you were trying to negotiate?---The recreation centre never had a business case. It was going to, the way it was going to operate was going to cost more money for the community, so we were trying to amend what was going in it to provide a good outcome for the community and a better, financially sustainable outcome for council.

10 So, putting it another way, you were endeavouring to negotiate a financial benefit to council, completely legitimately. That's so, isn't it?---It was something that would have a better long term financial sustainability for the council.

And the entity that would pick up the money that would otherwise have been paid by council was going to be Billbergia or another entity but it wasn't going to be council. I've understood that correctly, haven't I?
---Council would have some responsibilities with ongoing operational cost associated with the facility, that the, as in any VPA, the, the community facility was to be delivered by the developer.

20 And when you say the "community facility was to be delivered by the developer" you mean at the developer's financial expense, don't you?---As part of the development, yes.

Yeah. And in the negotiation that you were conducting, what was it that Billbergia was seeking to get as the quid pro quo for its financial expense?
---I can't recall. They'd already negotiated. This VPA was already in existence, it was signed off, so they'd got what they wanted. I can't remember the details of it. I only know that from council's perspective we were trying to modify the recreation centre.

30 In the course of negotiations such as that, council would not expect necessarily the developer to put its final proposal as its first offer. Would that be your experience?---It depends on who you're negotiating with.

You've used on a number of occasions - - -

THE COMMISSIONER: Mr Leggat, what issue does this go to which I've granted leave?

40 MR LEGGAT: Yes, this goes to - - -

THE COMMISSIONER: Well, just tell me.

MR LEGGAT: - - - the, the - - -

THE COMMISSIONER: No, just show – paragraph what?

MR LEGGAT: It's 3(c). 3(c).

THE COMMISSIONER: 3 what? 3 what?

10

MR LEGGAT: Concerning - - -

THE COMMISSIONER: Sorry, what paragraph?

MR LEGGAT: 3(c) and 2(c), the consent authority for Rhodes East.

THE COMMISSIONER: And how are those issues going to help me in this matter? What's it go to?

20 MR LEGGAT: Commissioner, there appears to be a, with respect, slight misunderstanding by the Commission as to the manner in which VPAs operate in the context of the Environmental Planning and Assessment Act, and in particular that VPAs are negotiated in a commercially robust manner. Mr Gainsford has used the word “negotiate” on many occasions and - - -

THE COMMISSIONER: He did not, when you invited him to accept commercial negotiation, he specifically – I think deliberately – replied, “It's a negotiation.”

30 MR LEGGAT: Yes.

THE COMMISSIONER: That's my point. You may think I don't understand VPAs, and I probably certainly don't understand as much about them as you would understand, but for the purposes of this inquiry if there's something about VPAs you want me to understand, you should put it in your submissions in as much detail as you want.

MR LEGGAT: Yes.

40 THE COMMISSIONER: There are two problems at the moment. The paragraphs you just referred to, 2(c) or 2(d), don't seem to be leading us

anywhere in relation to the issues that I have to deal with. But as we've said before, these are matters for a planner, a council planner. As skilful as no doubt Mr Gainsford was at general manager and his other fields, he's tried to emphasise he's not a planner. He's only been involved in two VPAs, one of which was an amendment. So if you think I don't understand about VPAs, you are welcome to put in a separate submission on VPAs, how they operate, the relevant provisions and any submissions you want to put about it. But I don't want hearing time taken up. With respect, you do not adhere to the time limits you specify. And I'm not being, I don't intend to be
10 overly rigid. I allowed you to go three quarters of an hour instead of 15 minutes this morning, for example, with Mr McNamara. But I have responsibility to get this inquiry dealt with efficiently. It's not helping if you're pursuing with a non-planner planning issues on an issue you can readily explain to me in submissions. Now, would you move on, please, and finish whatever topics you want that are relevant with this witness.

MR LEGGAT: Thank you.

20 THE COMMISSIONER: And I'll allow you a further 15 minutes to deal with those additional matters if you require 15 minutes.

MR LEGGAT: Thank you, Chief Commissioner.

THE COMMISSIONER: Please keep an eye on the clock.

MR LEGGAT: Yes, indeed. So, Mr Gainsford, the VPAs that you negotiated with Billbergia and with I-Prosperity involved financial expense by both of those entities, didn't it?---Yes.

30 You were seeking to maximise the community benefit that would arise from the financial expenditure by Billbergia and I-Prosperity, weren't you?---To get the best possible community outcome.

And what that meant from the developer's perspective was that the developer would be paying more money because of the manner in which you had negotiated. Do you agree?---To provide facilities associated in and around where the development is for that community.

40 Let me move on. Could the witness be shown volume 4H for Harry at page 145, please? Now, this involves the sale of the council car park. You'll see an email there from Mr Walton to Mr Sullivan and its last few words say

this, I'm sorry, the second sentence, "I am not fussed if we don't reach an agreement in the first meeting. I think the party's views are a long way apart on value at this stage, but again, we're not the ones who have holding costs to deal with. Regards, Kent." Now, you gave some evidence about there being delays at council. Was it a council policy to use delays in order to bring developers to the bargaining table, so to speak?---No. This, this email predates my time at council. In terms of the delays, no. And the delay that I talked about was an allegation that we'd delayed this particular project. This was a simple request, that I was involved in this project, was a request to extend, have a delayed settlement period. That's not what this is associated with.

This is a point in time prior to that, isn't it, where Mr Walton appears to be saying, "We're not the ones who have holding costs to deal with." That appears to be a suggestion that the developer would have holding costs and therefore responding slowly would be in the financial interests of council. Is that how you read that?---Well, they, they're a purchaser at the moment, it's not council's, it's not a matter for council whether their holding costs are associated with any real estate purchase, if you're going to do something else with it.

In your view, it would have been improper, would it, for council in relation to the sale of the car park to have delayed matters intentionally because of holding costs that the other party may have to deal with?---I can't speak for council at the time but council would never intentionally delay anything in my experience.

Now, let me move on. You indicated that any general manager would do that, that was my note of what you said, and you were referring there to complaints raised by a mayor to you in relation to delays, and in particular customer service-type delays. When you said, "Any general manager would do that," that's been your experience, is it, that that's something which general managers deal with on a day-to-day basis?---We'd refer it to the appropriate officer but if someone, if an elected member comes to you and asks you about a matter and says there's issues with a constituent or there's a delay, you then follow it up and pass it on to the relevant department.

I take it from your answer that other mayors in councils other than Canada Bay have made similar requests of you from time to time?---They're generally more customer ones, not necessarily associated with development applications.

Chief Commissioner, if you excuse me just a moment, I'll just check. Would you agree with me that in relation to the majority of matters in which Mr Tsirekas would contact you to raise issues of delay and the like, that the majority of matters referred to what might be called mum-and-dad DAs and not to the Billbergia/I-Prosperity type of DAs?---I never did any analysis. There was a broad range. If anything, I couldn't conclude whether it was one or the other. The Billbergia/I-Prosperity type things are the rare, rare anyway in number.

10

So you seem to agree with me that there was a broad range of requests made of you by the mayor, and most of those matters were what might be described as mum-and-dad developers because there were so few Billbergia/I-Prosperity matters. Is that what you're saying?---No, I wouldn't, I couldn't tell you whether they were mum-and-dad developers, the terminology, or not. A lot of just applications.

20

All right. During your time at council, had you formed the view that there was a backlog in the development applications that was not acceptable and needed to be improved?---We had a poor, we did have a high number of DAs, and our, and our median development assessment time was a bit lengthy, too long to be satisfied. So we did go about a program of improving that at officer level in - - -

30

All right. There was an internal review, was there, to work out why the median was out of kilter with other councils and expectations?---Oh, look, there was a review done before my time, but this was more focused, the director and I, in improving the service delivery to the, those people that applied for DAs and reducing the immediate median assessment time from over 100 days to under 100 days.

During your period at the Inner West Council, you described the median period for the assessment to be too long. That's, you're referring to the over 100 days, are you?---Are you talking, you said - - -

Canada Bay. I think I gave - - -?---The City of Canada Bay Council.

40

Yes, thank you.---Yeah, the median assessment time was up around 120 days, I recall.

And the expectation on a council such as Canada Bay is that it would be less than 100 days?---That's right.

All right. Had you formed a view during this period as to why the backlog had occurred in relation to the slow assessment of DAs that you've described?---No, I think it was, it's, planning's a complex issue. Depends on the volume of applications and whatnot. But we made sure that there was a focus on that and improving the median assessment times, which is what every council, you know, strives to do.

10

You indicated that Mr Tsirekas made comments to you that you took as comments, not as a criticism of you and not as putting pressure on you. They were in the nature of comments. Have I understood that correctly? ---He made lots of comments on different things. They were, it was a general comment.

20

All right. And the comments were never taken by you as either criticism or pressure for you to produce a particular result that the mayor required, do you agree with that?---It was, it was about, it was an area of priority from the mayor's perspective.

And the, the priority was in respect of those three companies, Billbergia, I-Prosperity and Prolet?---Oh, for that, that particular, yeah, whatever the conversation might be, that might be a priority

All right. And you took the comments as simply being comments?---That's correct.

30

Yep. Thank you. Nothing further. Thank you.

THE COMMISSIONER: Yes. No other application for cross-examination?

MR DARAMS: I don't believe there are any other applications, Chief Commissioner. No others.

THE COMMISSIONER: Yes. Mr Darams, do you have anything else?

MR DARAMS: Nothing arising. He can be excused.

40

THE COMMISSIONER: Mr Gainsford, thank you for your attendance. That completes your examination.---Okay. Thank you.

You're excused.---Thank you.

THE WITNESS EXCUSED

[3.05pm]

MR DARAMS: Chief Commissioner, I propose now to call Ms Mia Fredrix.

10

THE COMMISSIONER: Is Ms Fredrix represented or - - -

MR DARAMS: I'm informed that she represented. Ms Mills will be representing her.

THE COMMISSIONER: Come forward, Ms Fredrix. Yes. Ms Fredrix, do you take an oath or an affirmation to give evidence?

MS FREDRIX: Oath is fine.

20

THE COMMISSIONER: Would you mind standing? There's a Bible there, my associate will administer the oath.

<MIA ANNE FREDRIX, sworn

[3.06pm]

THE COMMISSIONER: Thank you. Just take a seat there. Just state your full name, please?---Mia Anne Fredrix.

Ms Fredrix, you're represented here by Ms Mills. Is that right?

MS MILLS: That's correct, Chief Commissioner.

10

THE COMMISSIONER: Yes, Ms Mills. If you could use the microphone, I can hear you.

MS MILLS: Yes, Chief Commissioner, that's correct.

THE COMMISSIONER: Thank you. Is there any application you want to make, Ms Mills?

MS MILLS: Not at this stage, no.

20

THE COMMISSIONER: Sorry? I can't hear you.

MS MILLS: No, not at this stage, Chief Commissioner.

THE COMMISSIONER: Sorry? I still can't hear you. It must be - - -

MS MILLS: No, Chief Commissioner.

THE COMMISSIONER: All right. Ms Mills - - -

30

MS MILLS: Sorry. It's been pointed out to me that - - -

THE COMMISSIONER: I'm sorry?

MS MILLS: I'm sorry, Chief Commissioner. I had understood [REDACTED] that Ms Fredrix might be asked whether she wants to take a section 38 objection.

THE COMMISSIONER: Yes.

40

MS MILLS: And I think as a matter of prudence that that would be Ms Fredrix's position, so we would make that application formally.

THE COMMISSIONER: Dispensed with it?

MS MILLS: Section 38.

10 THE COMMISSIONER: All right. Very well. Ms Fredrix, I just want to make it clear, I think you have been informed a witness may be entitled to give evidence under objection if they wish and that's by reason of the provisions of the Independent Commission Against Corruption Act which can mean that the evidence can't be used in other proceedings but I understand from what Ms Mills has said that you are aware of those provisions - - -?---Yes.

- - - and that you're entitled to object if you wish but at this stage, is it your wish not to seek to object to - - -?---That's correct.

20 - - - the questions and rely upon the provisions of the Act? You'd prefer not to?---Yes.

That's certainly available to you. Should you at any point wish to revise that and seek advice as to whether you wish to object to any particular questions, you just indicate that to me, would you?---Mmm.

Yes. Very well.---Okay.

Mr Darams, Counsel Assisting will ask you some questions.

30 MR DARAMS: Yes, Ms Fredrix, can you please state your full name?
---Mia Anne Fredrix.

You're a real estate agent. Is that right?---I am.

What qualifications do you have?---A licensed real estate agent.

All right. So for a period of time, you were operating a real estate business with Mr Frank Colacicco. Is that correct?---Correct.

40 Can you tell us what period of time over which you were in partnership with Mr Colacicco?---It would have been 2010 to, 2015 actually was when we

were trading as Laing+Simmons Drummoyne, and then from 2015, we, we changed to trade as CobdenHayson Drummoyne.

Are you currently in business or in partnership with Mr Colacicco?---No.

When did that end?---2020.

10 So in relation to that period, 2015 to 2020, was it just you and Mr Colacicco as partners or were there other persons?---No, there was myself, Mr Colacicco, Tim Wieland, Daniel Patterson and Danny Cobden and Matt Hayson had a very small share.

What about in that period 2010 to 2015? Was it just you and Mr - - -?---Just Frank and myself.

Just you and Mr Colacicco. Did you know Mr Colacicco before 2010?
---Yes.

20 How long had you known him for?---I had a business in Ashfield which was a Laing+Simmons office and we had known each other through that network for probably, maybe six to eight years.

So from about 2004, is that right?---Yes, yes.

Can I just understand your evidence, you, what, were operating as a Laing+Simmons in Ashfield, is that correct?---Correct.

30 Was Mr Colacicco a Laing+Simmons somewhere other - - -?---In Drummoyne.

Laing+Simmons Drummoyne. Then you and he joined partnership in 2010 and operated as, what, Laing+Simmons Drummoyne or - - -?---Yes.

Yes. All right. I want to ask you some question about the acquisition of properties located at 227 and 231 Victoria Road, Drummoyne.---Ah hmm.

40 Now, the Commission's received evidence that a company associated with you and Mr Colacicco was a purchaser with two other companies of both properties, that is 227 Victoria Road and 231 Victoria Road. Now, when did you become aware that a company associated with you and Mr

Colacicco was a purchaser firstly of 227 Victoria Road?---In 2020 when my, our, our partnership was being dissolved. I realised then.

You realised then. I'll come back to that in a moment. What about in relation to 231 Victoria Road, when did you become aware that a company associated with you and Mr Colacicco was an owner of that property along with two other companies?---At the same time.

10 At the same time. Before 2020, what understanding, if any, did you have in relation to any involvement or interest that you and Mr Colacicco had in relation to the properties at 227 and 231 Victoria Road?---I believed that Mr Bartolotta was the purchaser of 227, which was sold by Frank through our office, which was trading as Laing+Simmons Drummoyne at the time, and I was also advised that Mr Bartolotta was negotiating with the council to purchase that property.

The property at 231 Victoria Road?---231, ah hmm.

20 So when you say, was this a conversation or conversations you had with Mr Colacicco about Mr Bartolotta?---Yes. He had told me that he was purchasing 227 and then would hopefully be able to negotiate with the council to buy 231.

Well, did you have any conversation with Mr Colacicco about a company being associated with you and he being a part purchaser of 227?---Definitely not.

30 What about a company associated with you and Mr Colacicco being a part purchaser of 231?---Definitely not.

Did you have any conversation with Mr Colacicco where he did discuss any sort of financial investment or involvement by either you or Mr Colacicco or both of you in relation to any of those properties?---Yes.

40 Can you tell us when that conversation occurred and what the conversation involved?---The conversation occurred, I believe, after 227 had been purchased by Mr Bartolotta or at least exchanged and he had mentioned to me that we would have an opportunity, or could have an opportunity to invest into the development, if it went through, of the two properties.

When you say "he", you said Mr - - -?---Colacicco.

Mr Colacicco said you would have an opportunity to invest?---Yes.

Right. Do you understand whether or not that opportunity came to pass, that opportunity to invest?---Yes. I, I, I was under the assumption that we were able to get involved in the development after the properties had been sold to Mr Bartolotta because he needed some investors. I can't tell you exactly when it happened, to be honest, because I believed we were buying shares in Mr Bartolotta's company.

10

Just in relation to that last bit of evidence, the belief that you were buying shares in Mr Bartolotta's company, what was the basis of that belief?
---Because I had no idea that a company that I had an indirect holding had acquired the properties.

Well, just in relation – did you have some conversation with Mr Colacicco where he said you and he might be purchasing shares in Bartolotta's company?---Yes, yes.

20 Do you recall when that conversation occurred, what year?---Oh, it would, it would have had to have been after the negotiations of 231 had happened because otherwise if that hadn't been bought then the development wouldn't have happened.

Sure. Did you understand, based upon your conversation with Mr Colacicco, whether or not in fact you and he had purchased some shares in Mr Bartolotta's company?---Look, it, it didn't, it wasn't actually said to me in those terms. I trusted Frank, I trusted what he was doing. I believed if, if that opportunity had come up that he would have taken advantage of it and I would have been involved in that investment.

30

Can I just ask you some direct questions then, just for your evidence? Is it the case then that at no stage before 2020 did Mr Colacicco come to you and say something to the effect, "Mia, we're negotiating with council for the purchase of 231 Victoria Road and they want us to pay this amount of money. What do you think about it?"---No.

40 Did you ever have a conversation with Mr Colacicco where he came to you and said to the effect, "Mia, look, this is the offer we're going to put forward to council in this amount. What do you think about that?"
---Definitely not.

I take it then you had no conversation with Mr Colacicco in relation to the purchase of 231 where he was relaying to you the negotiations that were happening with council and the terms of the negotiations?---No.

Now, just can I ask you about how you came to know that you had an interest in both 227 and 231 Victoria Road? You referred that to you becoming aware of that in 2020. Is that upon the dissolution of the partnership was it?---Yes.

10

So can you just assist us how you came to know at that stage what happened?---My accountant was doing all the tally-ups as to who owed what and, you know, who was buying out what and what, what, who owed what moneys. I found out then that this company had, one of my companies, which I was a, had a trust in, had acquired the properties. I, I was not aware of that at any time, as if I had been aware I would have definitely disclosed to the vendor of 227 that we, as an agent, had an interest in acquiring those properties.

20 THE COMMISSIONER: What was the company that you had an interest in?---183 Victoria Road.

Is that what the company was called?---That's what the company was called, yeah.

183 Victoria Road?---183 Victoria Road Pty Ltd.

Okay, thank you.

30 MR DARAMS: Sorry, just as I understand that, so a concern that you had was that a company associated with you and Mr Colacicco had purchased the property off the vendor of 227, being a company that I take it your real estate business was responsible for selling that property, is that right?
---Correct.

Yeah. Was that some sort of concern about a conflict of interest, was it?
---Very much so.

All right, okay.---If I had known, it would have been disclosed.

40

So your concern at the time when you were told about these matters was the fact that that wasn't, that is the ownership of yourself and Mr Colacicco directly or indirectly in 227, wasn't disclosed to the vendor?---No.

Do you know whether or not Mr Colacicco did disclose that to the vendor though?---I don't know.

10 No. Did you have a conversation with Mr Colacicco at or about this time in 2020 when the partnership was dissolved as to how it came about that you – sorry – a company you and her were associated with, came to purchase 227 and 231 Victoria Road?---No, we weren't speaking.

Right. Had your relationship with Mr Colacicco broken down by this stage?---Yes.

There's just one other matter I wanted to ask you about. There was a motor vehicle that your father had previously owned, is that right?---Correct.

20 Did Mr Colacicco sell that vehicle on your behalf, or your father's estate's behalf?---Yes.

Do you know who he sold that to?---Mr Tsirekas' father.

When did he sell that, do you understand?---Early 2007. My father passed away in 2006.

Do you know what the sale price was?---Oh, I have no idea.

30 No, okay. Had you met Mr Tsirekas by that stage, 2007?---No.

When did you first meet Mr Tsirekas?---I think I met him around about that time, because I had to get the car delivered to his father and he lived in Ashfield, which was where my business was at the time.

Right. Thank you. I have no further questions for Ms Fredrix.

THE COMMISSIONER: Yes. Is there any application to cross-examine?

40 MR LEGGAT: Chief Commissioner, we have made an application to cross-examine but based on the evidence given by the witness we don't need to cross-examine on the matters we identified. We've been taken by surprise

in relation to the motor vehicle. I was wondering if I might have a very short adjournment to obtain some instructions about that and if necessary I may need to ask for leave to cross-examine about that issue.

THE COMMISSIONER: Yes. Very well. Well, I'll adjourn. I'll resume at 3.30.

MR LEGGAT: Thank you very much.

10

SHORT ADJOURNMENT

[3.22pm]

THE COMMISSIONER: Yes.

MR LEGGAT: Chief Commissioner, thank you for that opportunity. There is no cross-examination of - - -

THE COMMISSIONER: Sorry, there - - -

20

MR LEGGAT: - - - Ms Fredrix.

THE COMMISSIONER: Sorry? I couldn't hear that.

MR LEGGAT: There is no cross-examination. Thank you.

THE COMMISSIONER: Thank you. Nothing else, Mr Darams?

MR DARAMS: Nothing further, Chief Commissioner.

30

THE COMMISSIONER: Ms Fredrix, thank you for your attendance here. That concludes your evidence. You're free to go.---Thank you.

Thank you.

MR DARAMS: Now, Chief Commissioner - - -

THE WITNESS: Do I go?

40

THE COMMISSIONER: Yes. You step down. Take your time.

THE WITNESS EXCUSED

[3.37pm]

MR DARAMS: We've completed all the witnesses we had available today. I've got some tenders I wish to deal with now.

THE COMMISSIONER: Yes. Very well. We'll deal with those.

10

MR DARAMS: So if we could deal with that now?

THE COMMISSIONER: Yes.

MR DARAMS: I wish to tender volume 6.3, pages 1 through to 143 inclusive. That will be Exhibit 33.

THE COMMISSIONER: Yes. That'll be marked as Exhibit 33, volume 6.3, pages 1 to 143.

20

#EXH-033 – MOBILE PHONE EXTRACTIONS

MR DARAMS: Next, I wish to tender volume 6.6, pages 6 through 12 inclusive.

THE COMMISSIONER: Yes. Those pages as identified will become Exhibit 34.

30

#EXH-034 – MOBILE PHONE EXTRACTIONS

MR DARAMS: Next I wish to tender volume 6.5, pages 150 through to 165 inclusive.

THE COMMISSIONER: Yes. Those pages as so identified will become Exhibit 35.

40

#EXH-035 – MOBILE PHONE EXTRACTIONS

MR DARAMS: Next I wish to tender volume 6.10, pages 1 to 6 inclusive.

THE COMMISSIONER: Yes, those pages be admitted and become Exhibit 36.

10 **#EXH-036 – MOBILE PHONE EXTRACTIONS**

MR DARAMS: Next I wish to tender the voicemail of 10/01/2018 at 10.59am, file number 5052 which is located at volume 6.10, page 38.

THE COMMISSIONER: Yes. The voicemail as so described will become Exhibit 37.

20 **#EXH-037 – VOICEMAIL DATED 10 JANUARY 2018 AT 10:59AM, FILE NO. 5052**

MR DARAMS: Next, Chief Commissioner, I wish to tender a number of volumes which I'll identify to become one exhibit, so the volumes are 3.1, 3.2, 3.3, 3.4, 3.5, 3A, 3B, 3C and 3D.

THE COMMISSIONER: Well, what matters do they go to?

30 MR DARAMS: Just bear with me. The Billbergia – if I can say that, Chief Commissioner, the Billbergia investigation.

THE COMMISSIONER: All right.

MR DARAMS: Station Precinct.

THE COMMISSIONER: Very well, the eight volumes as identified will become Exhibit 38.

40

#EXH-038 – PUBLIC INQUIRY BRIEFS - VOLUMES 3.1, 3.2, 3.3, 3.4, 3.5, 3A, 3B, 3C AND 3D

MR DARAMS: Next, Chief Commissioner, a number of volumes as one exhibit. So volumes 4.1, 4.2, 4.3, 4.4, 4.5, 4A, 4B, 4C addendum, 4D, 4G and 4H as one exhibit. These are in relation to the matters involving Mr Colacicco and Mr Tsirekas and Mr Sawyer.

- 10 THE COMMISSIONER: Very well. The 12 volumes as identified will be all part of Exhibit 39. They'll be described by reference to their volume numbers. So Exhibit 39 will be Exhibit 39 (volume 4.1).

#EXH-039 – VOLUMES 4.1, 4.2, 4.3, 4.4, 4.5, 4A, 4B, 4C ADDENDUM, 4D, 4G AND 4H

- 20 THE COMMISSIONER: Same with the rest of the volumes. The same descriptive analysis will apply to Exhibit 38. That is, 38, Exhibit 38 (volume 3.1), et cetera. Yes.

MR DARAMS: Next, Chief Commissioner, I wish to tender the compulsory examination of Mr John Osland. The Commission has varied a section 112 direction that was previously made in order to permit the tender of this CE.

THE COMMISSIONER: What's the date of it?

- 30 MR DARAMS: Yes, so (not transcribable) sorry, the date that the order was made was 11 April.

THE COMMISSIONER: Well the date of Mr Osland's statement. Is it the statement?

MR DARAMS: It's a transcript of an examination.

THE COMMISSIONER: Transcript.

- 40 MR DARAMS: It's - - -

THE COMMISSIONER: That'll become exhibit – the transcript of Mr Osland's evidence, the CE, will become Exhibit 40. It's noted the section 112 direction was varied to permit its tender.

#EXH-040 – COMPULSORY EXAMINATION TRANSCRIPT OF JOHN OSLAND DATED 11 APRIL 2022

10 THE COMMISSIONER: Yes.

MR DARAMS: And lastly I wish to tender RMS records relating to the disposal of Ms Fredrix's father's vehicle.

THE COMMISSIONER: Yes, that document will become Exhibit 41.

#EXH-041 – RMS RECORDS RELATING TO DISPOSAL OF MIA FREDRIX'S FATHER'S VEHICLE

20

MR DARAMS: They're all the tenders that I wish to make at this stage, Chief Commissioner.

THE COMMISSIONER: Yes, very well. Well, we'll adjourn and we'll resume tomorrow at 10.00am.

MR DARAMS: May it please.

30

AT 3.43PM THE MATTER WAS ADJOURNED ACCORDINGLY

[3.43pm]