

EVENT #1

Gelinas Exam Discovery

Statements by Mr. Gelinas Published May 4th, 1994, Delhi News Record.
Page 8 (Transcript #15 to 25)

Page 8 Question #60

Q. It says quote: "Mr. Gelinas noted the Aggregate Sources List regarded Class 5 aggregate from Nichols Delhi pit to be unacceptable."

COMMENT:

This statement is false on two counts:

- First of all there is no information on the M.T.O. Aggregate Sources List which provides any information or description for Class 5 aggregate.
- Secondly ASL 91-06 was identified by Anderson as his source of information and contains no information in respect to Nichols Delhi Pit. See ASL 91-06. #3

Page 8 Question #61

Q. Alright. In what respect do you say that comment is inaccurate?

A. Well, First of all I didn't say that his product was unacceptable because the Aggregate Sources List doesn't say that. All it says is whether or not it's acceptable.

Not True. The ASL symbol (X) denotes acceptable. The ASL symbol (N) denotes unacceptable. See ASL 91-06

Page 9 Question #63

Q. Did you make any comment to the Reporter about Class 5 Aggregate of Mr. Nichols Delhi pit?

A. No, not specifically.

False. See Newspaper article May 4th, 1994 and question Page 8, #60 Quoted by Reporter Mike Jiggins in the Delhi News Record.

EVENT #2

Mr. Gelinas False Statements in respect to refusal to allow Sampling of Winter Sand.

Page 713 #20

Mr. Nichols was successful in our quote, I believe for winter sand and after we had informed him that he was successful, we went out to test the material which he had agreed to in his quotation form and when we got there he refused to allow us on his property so we had a consultant come to do the testing and then we had to send the consultant back again, then he had to be brought in again to test the material later on so it became very difficult to deal with Nichols Gravel.

Comment:

This description of what happened is false. See my letter and documentation of confirmation in writing was received 1 hour after the request for sampling for testing of sand was refused to Mr. Thompson. This was a conspired preplanned provocation by Mr. Anderson, Mr. Gelinas, and Mr. Thompson in respect to the following facts:

Mr. Thompson had called the previous day to inform that the Townships' consultant would be attending at our pit the next day to collect sand samples. I informed Mr. Thompson that we had not received confirmation of any intent to purchase in respect to the sand quotation, and that he should bring that along with him the next day. The following morning at approximately 8:30 a.m. Mr. Thompson arrived at our pit with the consultant and requested samples of sand. At that point I asked Mr. Thompson if he had brought a Purchase Order or any confirmation of intent to purchase, to which he replied, "no." I then refused to allow any samples of sand to be taken until I received this confirmation. Mr. Thompson protested that I had agreed to allow sampling as a condition of the quotation, and I responded that our company policy was that we allowed no testing of our products until we had received confirmation of intent to purchase, which is the way business is conducted in the aggregate industry. Mr. Thompson then left. Shortly after Margaret Nichols went to the post office to pick up the mail, and at that point we received a letter of confirmation of our low bid and the Townships' intent to purchase dated September 14, 1994 the previous day. On the bottom left hand corner we noted c.c. Mr. Thompson Operations Manager. I then immediately called the Township to inform that our sand was available for sampling and testing and the consultant returned and took samples at approximately 12 noon September 15th, 1994 which is confirmed by the test date as sampled.

My question is that if this was not a preplanned provocation and Mr. Thompson had a copy of our confirmation to purchase, why did he not inform us that it was in the mail? This was a conspired scheme to make it appear that our company was difficult to deal with.

The date of September 14, 1994 on the letter the previous day before 8:30 a.m. September 15th, 1994 request to sample and the fold marks on the letter confirm that it was in an envelope and mailed the previous day. Margaret Nichols can also confirm that the letter was picked up approximately 9:30 a.m. at the Post Office September 15th, 1994. So that in fact we were not

informed of the successful bid or intent of purchase by the Township before they were refused sand samples. The story related by Mr. Gelinas is completely false.

- See letters from Township Dated September 14th, 1994
- See test results samplings Dated September 15th, 1994

EVENT #3

Direction to Cease Commercial Operation with Nichols. C.A.O. Report 04-96

Page 714 #5 - #30

There is no written confirmation, record or resolution by Council in support of this direction. We can identify various different dates by both Anderson and Gelinis.

Q. Now you suggest in the last paragraph of that report that Council direct its staff to cease commercial operations with Nichols Gravel. When did Council do that sir?

A. There were two specific directions. One was I believe in August 95, one in August of 94 just following the filing of the suite and staff was directed to no longer purchase aggregate materials from Nichols Gravel. However, we did proceed to purchase winter sand and then following the conclusion of legal proceedings with respect to winter sand in August 95, direction was then provided to staff to no longer purchase any materials from Nichols Gravel.

Q. Did that arise out of an in camera meeting of Council?

A. Yes.

Comment:

This is most interesting as Mr. Gelinis had just confirmed that although Council directed in August 1994 that staff cease business dealings with Nichols Gravel, staff ignored this direction and continued to deal with Nichols Gravel contrary to Council's direction and authority. There is something seriously wrong with this story.

Mr. Anderson, Page 988 Cross Examination #25

Stated:

A. Well in 94 I wouldn't have cause to because he wasn't low bid at the, or the low quotation. In 19__, towards the end of 94 the council provided with direction, verbal direction not to buy aggregate products from Mr. Nichols so in 1995 I was operating under the direction of council not to purchase it so I would have no requirement then to test the materials either. Similarly for 1996.

But Mr. Anderson what about the Purchase Order for 3,500 - 4,000 tonnes of winter sand March 1995? Why was Council's previous direction of August 94 not complied with? Now we have 4 different dates of direction August 94 August 95 by Mr. Gelinis and Fall of 94 by Mr. Anderson, and F.O.I. request response June 1995, yet the Township continued to purchase and invite Nichols Gravel to bid on projects.

- See Purchase Order

- See Invitation to bid 1995
- See F.O.I. response in camera meeting where direction received June 1995. No resolution.

SEE MY TESTIMONY
UPON RECEIVING THE
FEB 7 1996 LETTER.

EVENT #4

Report #CAO – 04–96 Produced by Frank Gelinas is a Falsified Document in Respect to False Information provided to Council in the Report.

In the report Dated January 17th, 1996 to Committee dated February 7th, 1996 and Council February 12th, 1996 second paragraph. Quote: “More specifically, in March of 1995, Mr. Nichols refused to complete a previous contract we had for winter sand.” unquote. This statement is in fact false.

Nichols Gravel refused to load Mussels Trucks.
Nichols Gravel **did not** refuse to supply sand or load Township trucks or other hired trucks.

The next day after the dispute Gary Nichols as a deputation to the Public Works Committee March 8th, 1995 explained the problem with Mussels Trucking and requested that the Township reinstate the Purchase Order for 3,500 – 4000 tonnes of winter sand.

The Township made **no** response to that request so it was in fact the Township that refused to complete the contract **not** Nichols Gravel.

- See Minutes of March 8th, 1995 Public Works Committee Meeting which confirms Mr. Anderson and Mr. Gelinas present. Also note the Minutes prepared by David Anderson makes no mention of my request for reinstatement of our Purchase Order for sand.

When the Township declined to honour their Purchase Order and the matter was not resolved, Nichols Gravel filed a court action to recoup losses sustained.

- See Copy of my testimony in court confirming what had in fact occurred.

The courts however dismissed the action against the Township.