

The first thing that I wish to say is that my first language is French so I hope that I am able to express myself in this letter adequately. I wish to file a complaint, regarding Mr. Tom Miller, Chief Administrative Officer of the Town of Lamont. Mr. In the course of my dealings as a land developer here in Alberta, Mr. Miller has attempted to extract bribes from companies that I represent. If I had agreed to these bribes, assuming that my whole development would have gone much more smoothly than it has, Mr. Miller stood to profit about one million dollars.

I am the president of companies by the name of Jabneel Construction inc. and Jabneel Development inc. (both represented as Jabneel). Jabneel on December 1<sup>st</sup> 2006 entered into development agreements with Town of Lamont for the purchase of lands and development of lots within the Town of Lamont. This project was a huge undertaking for me and I was extremely excited about it.

Jabneel proceeded with its development plans. As is normal with such developments, various discussions and proceedings with Town of Lamont officials took place. These included discussions as to various subdivision plans, and other development matters.

In the course of those discussions, toward the end of April 2007, I raised a concern with Tom Miller. I indicated to him that I had discovered that he was referring various interested purchasers of real estate and investors to other competing developers in Lamont, without making mention of Jabneel. His response was to say that if Jabneel wanted such referral it should pay him a fee for referral or any sales made with his help. I asked him if this was legal in Alberta and he indicated that all sorts of people do it in Town and there were nothing wrong with it. I told him that I did not want to do anything illegal and that if this could be done legally I would consider it. I also told him that I wanted to consult with Jabneel's lawyers before proceeding with anything along those lines. There was a witness present at this meeting, this being John Lamer who participated in the discussion. John Lamer has a relationship with Jabneel. He assigned his rights to purchase some of the lands in Lamont to Jabneel for a price and he also holds shares in some of the commercial developments in another company called Lamont Industrial Park Inc. which I also hold shares in.

I then called Jabneel lawyers shortly after this discussion with Mr. Miller on May 15<sup>th</sup>, 2007 while I was in Quebec. That lawyer is Denis R. Noël of the law firm of Reynolds Richards Mirth & Farmer LLP. I also then discussed the matter personally in a meeting with Mr. Noël at a meeting on May 24<sup>th</sup>, 2007 where Mr. Lamer was present. Mr. Noël advised me very strongly that such arrangement was likely illegal, and certainly questionable, unless the agreement was made openly with the Town of Lamont Council knowing about it and approving it. I understand that he had members of his firm research this very issue about a public official requesting such a commission and he has carefully documented his file in this regard.

Because of Mr Noel's busy schedule and because I like to have a backup lawyer, I hired a lawyer, Paul Foisy of the law firm Nickerson Roberts Holinski and Mercer to assist me in Real Estate Conveyancing in early 2008. Eventually, he met with me and Denis Noel and was present when we discussed the issue of Denis's firm's research and the fact that Mr. Lamer had been present and witness to Mr. Miller's bribes.

I have spoken to Paul Foisy and he is prepared to be of any assistance to the police or Crown in this matter.

Given this advice and my own concern about the matter, I then did nothing for a while, hoping that the issue will simply go away and not be readdressed by Mister Miller. Meanwhile, I understood with John Lamer that he had some discussions and meetings with Tom Miller on which this issue was addressed. John Lamer was telling me that Mister Miller suggested to him that he knew how to delay the project by various means. John Lamer indicated that he was very concerned by this and thought we had to find some way of paying Mister Miller if we did not want delays and problems for our project. John Lamer indicated that there were ways we could pay Mister Miller which would be hidden but which would avoid huge problems for our project.

On September 26<sup>th</sup>, 2007 at 2 o'clock PM, I and John Lamer had a meeting with Tom Miller at his office. Mister Miller closed his door. We discussed various development issues with Tom Miller. At the end of that discussion, the issue of some type of fees or commissions being paid to Mister Miller came up again. Mister Miller indicated that he thought such fees were permissible as some kind of referral fees, John Lamer indicated that he thought that he could perhaps pay a referral fee to mister Miller for his commission for sales of Jabneel's lots in Town. I indicated that I would want to have such payment made by check and openly and would again verify with Jabneel's lawyers if as to whether these could be paid.

I again verify with Jabneel's lawyers, they repeated what they had said before that such fees likely were illegal and certainly very questionable and should only be done if openly done with the knowledge and consent of Town of Lamont and its Council. I then told John Lamer that given the advice of Jabneel's lawyer, Jabneel will not make any such fee arrangement.

After this, the relation between Jabneel and the Town, thru Tom Miller deteriorated. On November 20<sup>th</sup>, 2007, I arranged a lunch with Tom Miller at the Boston Pizza in Fort Saskatchewan. He insisted that John Lamer should not be present at this meeting. We discussed various problems and issues involving the project. Tom Miller indicated that the new mayor of Town of Lamont wanted to end the project but that he (Tom Miller) could try to arrange matters. In the course of these discussions, Tom Miller raised with me the issue of referral fees being paid to him. He did not expressly say that this was for his help in dealing with our project, but I certainly understood that if we made such payment, he would facilitate matters with our project. I again indicated to him that I would only pay such fees if I could pay them by check with an invoice and if he could demonstrate to me that such fees were legal and if our lawyers approved things. Mister Miller also indicated to me that all future discussions between he and I on this matter should only take place between us and that John Lamer or anyone else shall not be present. I again discussed the matter with Jabneel's lawyer and he repeated the same advice he had given before. Denis Noel further indicated he had consulted with one of his partner who is in the Municipal Law area and she had confirmed the same to him.

In the days that followed, I had a vigorous discussion with John Lamer in the car about this matter and John Lamer repeated to me that he thought we would have huge problems with the project if we did not make arrangement with Tom Miller. I tried to reach our lawyer again from the car and on my cell

phone to discuss the matter but he was on vacation at that time. I thought I had hung up but I guess I had not and my discussion with Mr. Lamer continued. I firmly told John Lamer that I would not make such arrangement unless it could be done openly as our lawyer had advised. Unknown to me but later told to me, this was all mistakenly being recorded on Mr. Noel's voicemail as he later explained to me. He called me back upon his return from holidays to express his disappointment that this issue kept coming up again and again. I guess that we were on his voicemail for 4 to 5 minutes.

On January 23<sup>rd</sup>, 2008, at Maple Restaurant in Fort Saskatchewan, I met the new mayor of the Town of Lamont, Rick Koroluk to discuss our project. In that meeting, I indicated to the mayor that there was some pressure put on us by Tom Miller for payment of so called referral fees. I indicated we were not prepared to do this. The mayor indicated to me that under his administration nothing of this sort would be permitted. The mayor indicated that Council was not entirely happy with Tom Miller contract and his administration, and that with these new allegations he will be consulting with the Town lawyers. He further indicated to me that I should leave this in his hands and he would get back to me on that matter. We had a second meeting with the mayor in March 2008 where the mayor indicated again that they were reviewing the matter and that he will get back to me. During this time, we were having increasing difficulties with respect with various matters relating to the project and were increasingly concerned that Tom Miller was increasingly causing delays and problems to the project. There were several other meetings with the mayor but I was finally told that they could not do anything with Tom Miller without proofs of these allegations and that we will have to keep doing business with Tom Miller.

Since then and to the present time, the situation with Tom Miller has deteriorated completely, he has caused the project and our company huge delays and he has taken every opportunity in our view to cause the project to fail. There was a meeting with Town Council on September 16<sup>th</sup>, 2008, on which meeting I disclosed to all councillors, in front of Tom Miller, this matter. Since then, the situation has become even worse and the Town Council has essentially done absolutely nothing about the situation. I question whether they made inquiries about this or whether this would involve them in any offense he may be committing given that they have knowledge of the issue and he is still a Town employee.

I am convinced that Tom Miller is doing everything in his power in order to delay our project and development to cause us to fail with these developments. I am further convinced that he is doing this in bad faith and retribution exactly as he has threaten us in the various discussions we had with him if we did not agree to pay the "referral fees" he wanted.

For example, Tom Miller caused a stop order to be issued against our project on the basis we had not built secondary access roads to the project. He did this by calling an emergency meeting with four councillors (minimum requested) who were asked to vote right away on the matter (including a special rated fine of \$500), without any advices of the Town's lawyers. He quickly acted to say that Jabneel was in default. But in fact the access roads were already installed by us, and he knew this, and the Town quickly had to remove the stop order during an emergency meeting called by Jabneel. He has also purposely delayed transferring title to certain lots that are supposed to be transferred to our company, hoping to cripple us financially by doing this. The list goes on and on.

I realised that we did not immediately file a complaint with the Police as soon as the first attempt occurred. There are several reasons for this. First, we thought the matter would simply go away and that nothing would come from it. Second, we were recent arrivals from Quebec and did not have any desire to cause problems for anyone in Alberta. Third, we tried to reason with Tom Miller until the end of 2007 so that he would simply stop with these requests. Fourth, when we realised the problem was not going away, we informed Town Council first thru the mayor, then in front of Council, as to the matter and we thought they would act on it on some fashion.

Therefore I am making a complaint as to this whole matter. I believe that Mister Miller and maybe even the Town Council should not be able to escape responsibilities for his attempt to force us to pay him some bribes. And then, because we refuse to pay those bribes, he and the Town take acts in retribution and revenge against us for not having paid the bribes under the disguise of breaches of contracts on our part and delay and manipulation of Town Counsel on Tom`s part.

I hereby declare this statement to be entirely true and accurate so help me God.

Dated this 11<sup>th</sup> day of December, 2008 at Edmonton, Alberta.

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Gilles Filiatreault  
57 Cimmaron Way  
Sherwood Park, Alberta.  
T8H 1N4  
Cell 780 932 2111