

Minutes

Hearing Committee Minutes of 8/14/19

Location:	Tom Davies Square - Council Chamber
Commencement:	1:05 PM
Adjournment:	2:36 PM

Councillor Signoretti, In the Chair

Present	Councillors Signoretti, Lapierre, Cormier, Leduc
City Officials	Andre Guillot, Manager of Building Services; Melissa Laalo, By-law Coordinator - Animal Care and Control; Kelly Gravelle, Deputy City Solicitor; Hope Behenna, Taxation Accountant; Brigitte Sobush, Manager of Clerk's Services/Deputy City Clerk; Danielle Wicklander, Legislative Compliance Coordinator; Christine Hodgins, Legislative Compliance Coordinator; Julie Lalonde, Clerk's Services Assistant; Melissa Lamontagne, Clerk's Services Assistant

DECLARATIONS OF PECUNIARY INTEREST AND THE GENERAL NATURE THEREOF

None declared.

Public Hearings

- 1 Cancellation, Reduction or Refund of Taxes under Sections 357 and 358 of the Municipal Act, 2001

The Hearing Committee meeting was adjourned and the Public Hearing was opened to deal with the following:

Report dated July 17, 2019 from the General Manager of Corporate Services regarding Cancellation, Reduction or Refund of Taxes under Sections 357 and 358 of the Municipal Act, 2001.

Hope Behenna, Taxation Accountant, outlined the report.

The Chair asked whether there was anyone in the audience who wished to speak in favour or against this application and seeing none:

The Public Hearing concerning this matter was closed and the Hearing Committee resumed in order to discuss and vote on the application.

The following resolution was presented:

HC2019-05 Leduc/Cormier: THAT taxes totaling approximately \$16,568.08 be adjusted under Section 357 and 358 of the Municipal Act, 2001, of which the City's (municipal) portion is estimated to be \$12,335.21, as outlined in the report entitled "Cancellation, Reduction or Refund of Taxes under Section 357 and 358 of the Municipal Act, 2001" from the General Manager of Corporate Services, presented at the Hearing Committee meeting on August 14, 2019;

AND THAT the associated interest be cancelled in proportion to the tax adjustments;

AND THAT the Manger of Taxation be directed to adjust the Collector's Roll accordingly;

AND THAT staff be authorized and directed to do all things necessary to give effect to this resolution.

YEAS: Councillors Signoretti, Lapierre, Cormier, Leduc
CARRIED

2

Building Renovator Licence Revocation - ACR 849407

The Hearing Committee meeting was adjourned and the Public Hearing was opened to deal with the following:

Report dated July 24, 2019 from the General Manager of Corporate Services regarding Building Renovator Licence Revocation - ACR 849407.

Appellant David Murray, EcoLife Home Improvement Inc, was not present.

Melissa Laalo, By-Law Coordinator - Animal Care and Control, outlined the report.

Lori Ferguson, former client, provided, with consent of the Committee, documentation outlining the association Mr. Murray made to companies to which he no longer had affiliations. She also provided information regarding his alternate businesses, as well as his connection to the business entitled Maple Ridge Property Management, which is under his spouse's name.

David Barrett, former client, hired Mr. Murray to perform repairs on his home. Mr. Barrett stated that Mr. Murray only did half the work he was contracted to do in December of 2017. After Mr. Murray ceased working on the home, Mr. Barrett contacted the City and they sent an inspector to his home to do an inspection. The inspector informed Mr. Barrett that a permit was needed for the work that was done to his home; therefore, an order to comply was sent to Mr. Murray, who did not respond. Mr. Barrett contacted the City once again and was informed that the matter would then be referred to By-law.

Mr. Barrett further stated that after investigating EcoLife, he found that the company had been fined previously in 2016. Mr. Barrett also went to the Better Business Bureau to voice his dissatisfaction with the work performed on his home. He stated that the skylight that Mr. Murray removed, which left a hole in his roof, has been leaking for the past couple of years.

Robert Bouffard, former client, stated that Mr. Murray went to his home on two (2) occasions before Mr. Bouffard hired him. Mr. Murray went to Mr. Bouffard's home to inquire if he needed any work done around the home. At the time, he said he did not need anything repaired. Following the last visit, Mr. Bouffard noticed there were problems; therefore, he contacted Mr. Murray to perform repairs. Mr. Bouffard stated that he noticed Mr. Murray's ad on the highway and believed him to be a good businessman. Subsequently, Mr. Bouffard contacted him. Mr.

Murray arrived in the middle of August and wrote a contract which he then backdated, stating that by doing so Mr. Bouffard would be eligible for a government grant. He further stated that Mr. Murray told him that he required a \$13,000 down payment and said that the work would be done by the end of August.

Three EcoLife employees arrived in October to replace a beam in the home. Mr. Bouffard stated that Mr. Murray had explained that since they were replacing the beam and not building any new structures, there was no need for a permit. Afterwards, Mr. Bouffard noticed that there was a sag in the beam and was concerned about possible damage; therefore, he contacted Mr. Murray but received no response. Mr. Bouffard explained that he then contacted Lavigne Construction to repair the damage, which cost him an additional \$5,000. He explained that the total cost of repairs quoted to him by Mr. Murray was \$22,000.

Councillor Leduc asked Mr. Bouffard why he did not become suspicious when Mr. Murray backdated the contract.

Mr. Bouffard responded that at the time, he did not realize the contract had been backdated and that Mr. Murray seemed sincere. He stated that Mr. Murray said he was friends with a politician and that he seemed credible. Mr. Bouffard said he was duped by Mr. Murray.

Nadine Winter, former client, stated that Mr. Murray is a very good salesman and that even after he was confronted by Mrs. Winter and her husband, Mr. Murray continued to insist that there was nothing to be worried about, despite the rumours the couple was hearing. Mrs. Winter stated that Mr. Murray offered her a significant discount to do the work around her home if she paid him cash. Mrs. Winter stated she agreed as he seemed to be offering her a good deal, but she informed him that she did not want any problems. She then said that Mr. Murray stated that the work would be finished by Christmas.

Mrs. Winter explained that Mr. Murray had his employees remove the siding and the eavestroughs from her home, and in the process, damage was done around her new windows. Mrs. Winters stated that the siding, insulation, and other materials removed from the home were all left on her deck, in the yard, and around the home, creating a hazardous area for her dogs. She then said that she began having leaks in the home and her windows had draining issues due to the damage done to the exterior of her home and that a piece of fascia was left hanging from her roof. She explained she contacted Mr. Murray multiple times to remove the garbage left behind as in their contract it is written that the work area will be left clean at all times. Mr. Murray did not return her calls, nor did he return to the home to finish the outstanding work or to clean the yard. Therefore, she was forced to clean the area herself. She stated that she also contacted Mr. Murray to come and remove the scrap metal left behind, and when he finally came to remove the scrap metal, he stated he would return the following week to continue working. Mrs. Winter explained that there were constant delays, and that she has ample evidence against Mr. Murray in the form of texts and emails.

Mrs. Winter explained that she had to hire another contractor to repair her home and complete the work left unfinished by Mr. Murray, which cost her more money. She stated that a lawyer should not be necessary when doing repairs to the home and that her contract was backdated to 2016 instead of 2018 and that she did not notice as the contracts were difficult to understand. She said she did not qualify for the government grant for her new windows as her type of windows did not meet the requirements to qualify. She stated Mr. Murray had also told her she qualified for grants which was not true.

Carmen Martin, former client, stated that Mr. Murray was supposed to do work around her

home in May. Mrs. Martin stated that she was continuously chasing Mr. Murray to come and do the work he had been contracted to do. She stated that Mr. Murray told her that if she paid him the full amount quoted to her, he would do the work. She stated that in November, she paid him the full amount but that Mr. Murray still did not do all of the work he told her he would do. She said that Mr. Murray only did part of the job and that she was left with a mess at her home.

Daryl Turcotte, former client of David Murray, stated that he hired Mr. Murray in 2016 to add 2000 square feet to his home. Mr. Turcotte stated that he ultimately went to a lawyer to find out how to fire Mr. Murray, and that since this ordeal began, it has cost him a quarter of a million dollars. He then explained that Mr. Murray is a good salesman and that he presents himself well.

Matt Durnan, reporter for Sudbury.com, asked the Chair, Councillor Signoretti, if he could ask a question. The Chair informed him it depended on the question. Mr. Durnan asked if Mr. Murray had requested an extension given that he could not attend today's Hearing Committee meeting. The Chair informed Mr. Durnan that he was only able to speak for or against the matter. Having no comments either for or against the application, Mr. Durnan did not speak further on the matter.

Frank Valiquette, former client, stated that he hired Mr. Murray in October of 2018 after Mr. Murray left a business card in his mailbox. He said that on the first day, 3 workers came to remove siding and the underlying insulation. He said that the following day, 7 men arrived to work on his home and afterwards, the work came to a standstill. Mr. Valiquette stated that there was damage done to his home. He explained that there was soffit hanging in the main window and that he called Mr. Murray to repair the hanging soffit. He stated that Mr. Murray came with workers to look at the hanging soffit, but that there was nothing done to repair the damage, and it stayed that way all winter. He then stated that in the spring, he hired another contractor to finish the work and that he had to pay twice for the same work.

David Kurtis, area resident, stated that David Murray is good at targeting the right people, such as seniors and people who are illiterate. He stated that Mr. Murray will take quotes and estimates and turn them into a contract. He also said that Mr. Murray secures financing by showing previous work he has done to potential clients and asking them if they like his work, and to state that they do like his work when finance companies call. Mr. Kurtis agreed that Mr. Murray is a con artist.

Ed Tibbo, former client, stated that Mr. Murray had children delivering flyers for his business. He said he contracted Mr. Murray and is now out \$7,000. He stated that he was upset that this was allowed to happen and that all the information about Mr. Murray was known but that residents were not informed. Mr. Tibbo then stated that his wife called him while he was out of town working to inform him that the work Mr. Murray was contracted to do was never completed.

Clifford Bush, former client, stated he contacted Mr. Murray in November regarding his windows. He stated that he was told the work would be done in March or April, but that Mr. Murray did not come until July. He then stated that two (2) of the seven (7) windows that Mr. Murray installed were done so incorrectly. He stated that Mr. Murray returned in November to fix the two (2) windows, but that he had to repeatedly contact Mr. Murray in order for this to occur. He said that Mr. Murray's secretary continuously said that he was not available. Mr. Bush also explained that Mr. Murray altered their contract without informing him and that he was unhappy with Mr. Murray's customer service. He stated that Mr. Murray cut the windows

incorrectly and that he put outdoor caulking in the interior of the home.

The Chair asked whether there was anyone else in the audience who wished to speak in favour or against this application and seeing none:

The Public Hearing concerning this matter was closed and the Hearing Committee resumed in order to discuss and vote on the application.

The following resolution was presented:

HC2019-06 Leduc/Cormier: THAT the City of Greater Sudbury upholds the revocation and refusal to issue the Business Licence for a Building Renovator to EcoLife Home Improvements Inc, David MURRAY, owners of Ecolife Home Improvements Inc, City of Greater Sudbury, as outlined in the report entitled "Building Renovator Licence Revocation - ACR 849407" from the General Manager of Corporate Services, presented at the Hearing Committee meeting on August 14, 2019.

YEAS: Councillors Signoretti, Lapierre, Cormier, Leduc
CARRIED

Members' Motions

No Motions were presented.

Addendum

No Addendum was presented.

Civic Petitions

No Civic Petitions were presented.

Question Period

No Questions were asked.

Adjournment

Leduc/Cormier: THAT this meeting does now adjourn. Time: 2:36 p.m.
CARRIED

Brigitte Sobush, Manager of Clerk's
Services/Deputy City Clerk