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February 11, 2025

### **Municipality of St. Charles**

2 King St E

St. Charles ON

P0M 2W0

**SUBJECT: REQUEST TO EVALUATE INVOICE FOR SECTION 65 REAPPOINTMENT FOR CONSIDERATION OF REDUCTION MINOR VARIANCE THROUGH THE SEPB – 108 DECOSSE RD, ST. CHARLES ON**

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Dear members of the Council,

My name is Gerry Dignard, and I am writing to you today to appeal against an invoice I recently received from the municipality as a result of a Section 65 Reappointment by the Drainage Superintendent.

In March of 2023 I submitted a minor variance application through the Sudbury East Planning Board in order to complete a severance on my property at 108 Decosse rd, in St. Charles. As part of the Consent-in-Principal conditions, applicants are to contact the Clerk's office so that they can retain the Drainage Superintendent to conduct the Section 65 reappointment. When I contacted the Clerk, I was instructed that the municipality did not apply any fee's for this service, but that the fee's charged to the applicant are entirely that of the Drainage Superintendent. A cost estimate of \$500-1,500 was also provided to me on December 11, 2024, and I agreed to have the work commenced. The work was conducted by K. Smart Associates Limited, based in Sudbury ON.

On January 24, 2025, the Clerk notified us that she had received the Section 65 reappointment from the drainage superintendent, and that payment was required before they could advise the planning board that the condition had been met. However, the cost of this invoice was \$5,000.00 + HST, which is significantly higher than the original quoted cost.

When asked for the reason behind the much higher cost, I was told that:

*“The Drainage Act has changed a lot from 20 years ago. Things could be done differently than today. Also did not need Sec 65 for severances, etc.. So, the current landowner is now left to pick up the tab and this happens all the time. This one was expensive because of the complexity of it and the number of reports we had to go through”.*

The Clerk further explained that the superintendent did not recall any Section 65's ever being done on the property. In order to bring the assessment schedules up to date they had to do reapportionments on 7 properties. 4 of those properties make up my current property.

It appears that the increased cost was due to the need to conduct appointments for several properties, of which only four were mine. Additionally, I am left questioning why the contractor did not communicate that significantly more work would be required to complete the reappointment. As with any contract, should there not have been consent from the client before undertaking additional work?

I find it unreasonable that I was not informed of these changes during the process, and now I am being held accountable for fees that are far above the original estimate, regardless of the significant changes in regulations and requirements over time. It is also worth noting that the Drainage Act has been a contentious issue in the municipality for several years, and the municipality has stated that no other firms are willing to perform this work.

In my opinion, I should not be held responsible for any fees beyond the quoted \$1,500.00. However, I have paid the full amount immediately to satisfy this condition and complete the minor variance application, and as I understand that the Municipality is ultimately responsible for paying the invoice to the Contractor.

By way of this letter, I am requesting a refund of half of the total cost (\$2,500.00) of the invoice received by the municipality, for the reasons mentioned above.

Moving forward, I suggest that the municipality review its application process for Section 65 reappointments carried out by third-party contractors on behalf of applicants. A clearer Scope of Work and a firm quotation for each project could prevent similar situations from arising for future applicants, especially considering the limited number of contractors available to provide these services. It would also be good to understand where the legal responsibilities lie of a landowner to incur fees from a third-party contractor that provides services to the municipality and not to the applicant directly. These should also be reviewed and confirmed by the municipality.

Please feel free to contact me if you have any questions or would like to discuss this appeal further.

CANADIAN SHIELD CONSULTANTS AGENCY INC.



Gerry Dignard, CEO

c.c. Tammy Godden – Clerk, Municipality of St. Charles  
Denis Turcot – CAO, Municipality of St. Charles