

# Corporation of the Township of Chisholm

*Municipal Office: 2847 Chiswick Line  
Powassan, Ont. P0H 1Z0  
Phone (705)724-3526 - Fax (705)724-5099  
[info@chisholm.ca](mailto:info@chisholm.ca)*

## AGENDA

### **PUBLIC MEETING RE: ZONING BY-LAW AMENDMENT Con 10 Pt Lot 18 – Troyer ZBA 2026-01**

**TUESDAY, SEPTEMBER 22<sup>nd</sup> 2026 – 7:00 P.M.**

1. Chairperson (Mayor) calls meeting to order.
2. Chairperson explains reason for meeting to those in attendance.  
(a) Draft By-law and Site Plan Agreement (Encl.)
3. Chairperson confirms with CAO that 20 days' notice has been given with respect to the meeting, and if any comments were received.
4. Chairperson asks the Applicant to speak on their application and comments.
5. Chairperson asks if there are any other members of the public in support or opposed of the application, and asks if they wish to speak to it.
6. After everyone has had a chance to speak, Chairperson gives the applicant an opportunity to respond to the comments made in opposition, if any.
7. After Council has heard from the Applicant, those in favour, those in opposition, Chairperson advises that careful consideration to the arguments for and against the project and will be discussed in the Council meeting to follow this meeting.
8. Chairperson thanks the public for attending.
9. Chairperson declares the meeting closed.

**THE CORPORATION OF THE TOWNSHIP OF CHISHOLM**  
**BY-LAW NO. 2026-29**

Being a By-law to amend By-law No. 2014-25, as amended, the Zoning By-law for the Township of Chisholm with respect to lands described legally as Parts 1 and 2, Plan 36R-15557, located in Part of Lot 18, Concession 10 in the Township of Chisholm.

WHEREAS the Council of the Corporation of the Township of Chisholm is empowered to pass Zoning By-laws to regulate the use of land pursuant to Sections 34 of the Planning Act, 1990;

AND WHEREAS the subject lands were previously the subject of a temporary use by-law to permit the operation of a wood pallet production business and the temporary use by-law has now expired;

AND WHEREAS the owners of the subject lands have filed an application with the Township of Chisholm to amend By-law No. 2014-25, as amended to re-instate the business;

AND WHEREAS the Council of the Corporation of the Township of Chisholm deems it appropriate to amend By-Law 2014-25, as amended;

NOW THEREFORE the Council of the Corporation of the Township of Chisholm enacts as follows:

1. By-law 2024-07 (the Temporary Use By-law is hereby repealed).
2. Schedule 'B', to Zoning By-law No. 2014-24 as amended, is further amended by zoning lands described legally as Parts 1 and 2, Plan 36R-15557, located in Part of Lot 18, Concession 10, in the Township of Chisholm from the Rural (RU) Zone to the Rural Exception (RU-12) Zone as shown on Schedule 'A-1' attached hereto and forming part of this By-law.
3. And Further, Section 8.1 to Zoning By-law 2014-25 as amended, is further amended by adding the following new-subsection after section 8.1.11:

**8.1.12 Wood Pallet Home Industry**

*Notwithstanding the regulations of Section 4.8, Home Industry, on lands described legally as Part 1 and 2, Plan 36R-15557, located in part of Lot 18, Concession 10 and located in the RU-12 Zone, the only permitted uses shall be one detached dwelling, a hobby farm and a wood pallet production business shall also be an accessory home industry, subject to the following regulations:*

- |                                                                                  |                    |
|----------------------------------------------------------------------------------|--------------------|
| a) Minimum Lot Area:                                                             | 2 ha               |
| b) Minimum Lot Frontage:                                                         | 180 m              |
| c) Total floor area of Workshop for Home Industry:                               | 297 m <sup>2</sup> |
| d) Maximum Number of Accessory Buildings Used in Conjunction with Home Industry: | 1                  |

*For the purpose of the RU-12 Zone, a wood pallet production business shall be limited to the production, storage and sale of wood pallets and shall not include a sawmill or the storage and processing of raw timber.*

*In addition, in the RU-12 Zone, outdoor storage shall be limited to the temporary storage of dimension lumber and finished product awaiting pick-up. Outdoor storage shall only be permitted in the rear yard and eastern side yard on lands located within 45 metres of the rear wall of the workshop and within 15 metres of the eastern wall of the workshop.*

*The height of stacked materials or finished product shall not exceed the height of the wall of the workshop.*

*Furthermore, the land and buildings subject to these provisions shall also be subject to a site plan agreement which will stipulate additional provisions to be adhered to by the owner/operator.*

4. In all other respects, the provisions of By-law 2014-25, as amended, shall apply.

This By-law shall come into effect upon the date of passage hereof, subject to the provisions of Section 34 (30) and (31) of the Planning Act (Ontario).

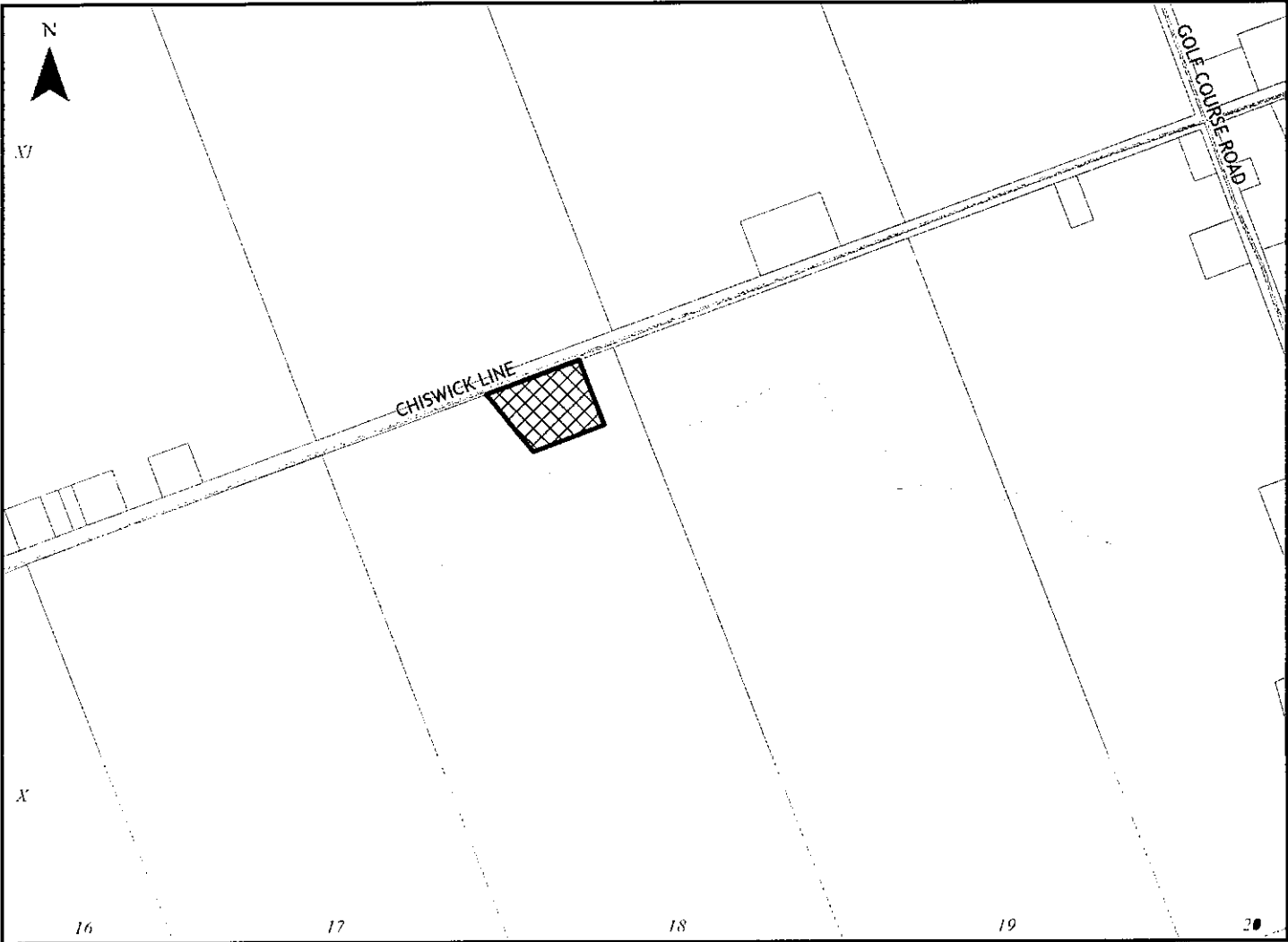
READ A FIRST AND SECOND TIME on the 22nd day of September 2026.

READ A THIRD TIME and finally passed this 22nd day of September 2026.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**Schedule 'A-1'**  
**By-law 2026-29**  
**Lot 18, Concession 10**  
**Part 1&2 36R-15557**  
**Township of Chisholm**



Lands to be rezoned from the Rural (RU) Zone  
to the Rural Exception (RU-12) Zone

**This is Schedule 'A-1' to By-law 2026-29**

**Passed this 22nd day of September, 2026.**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Clerk**

**THE CORPORATION OF THE TOWNSHIP OF CHISHOLM**

**SITE PLAN AGREEMENT**

**(DRAFT - September 10, 2026)**

**THIS AGREEMENT** made in triplicate this       day of September, 2026.

**BETWEEN:**

**ATLEE TROYER**  
hereinafter referred to as the "OWNER"

- AND -

**THE CORPORATION OF THE TOWNSHIP OF CHISHOLM,**  
hereinafter called the "TOWNSHIP"

**WHEREAS** the OWNER is the owner in fee simple of a rural lot in the Township of Chisholm in the District of Nipissing being more particularly described in Schedule "A" attached hereto;

**AND WHEREAS** the OWNER has requested zoning approval to permit a wood pallet production and sales business;

**AND WHEREAS** the TOWNSHIP requires certain provisions with respect to the operation and maintenance of the business to be formalized through a Site Plan Agreement;

**AND WHEREAS** Section E1.4 of the Township's Official Plan designates all areas of the Township as being subject to site plan control;

**NOW THEREFORE WITNESSETH** that in consideration of other good and valuable consideration and the sum of FIVE (\$5.00) DOLLAR of lawful money of Canada now paid by the OWNER to the TOWNSHIP, the receipt whereof is hereby acknowledged, the OWNER and the TOWNSHIP covenant, declare and agree as follows:

**SECTION I - LANDS TO BE BOUND**

- 1) The lands to be bound by the terms and conditions of this Agreement (sometimes referred to as "the subject lands"), are located in the Township of Chisholm and are more particularly described in Schedule "A" hereto.

**SECTION II - COMPONENTS OF THE AGREEMENT**

- 1) The text, consisting of Sections I through VI, and the following Schedules, which are annexed hereto, constitute the components of this Agreement.

Schedule "A" -                      Legal Description of the Lands being developed.

Schedule "B" -                      Site Plan

**SECTION III - REGISTRATION OF AGREEMENT**

- 1) This Agreement shall be registered on title to the OWNER's lands.
- 2) The OWNER agrees that all documents required herein shall be submitted in a form suitable to the TOWNSHIP and suitable for registration, as required.
- 3) The PARTIES agree that this Agreement must be registered against the OWNER'S lands within thirty (30) days of the execution thereof by the TOWNSHIP.
- 4) The OWNER agrees to have the TOWNSHIP register this Agreement at the expense of the

OWNER.

#### **SECTION IV – BUILDING AND SEPTIC SYSTEM PERMITS**

- 1) The OWNER agrees to not request the Chief Building Official to issue a building permit to carry out development of the land subject to this agreement until this Agreement has been registered on title to the lands described in Schedule “A” attached hereto and a registered copy of same has been provided to the TOWNSHIP.
- 2) On any application for a Building Permit and prior to the issuance thereof, the OWNER shall submit such plans, specifications and approvals with respect to the project as are required to the TOWNSHIP for the approval of the Chief Building Official.
- 3) The OWNER agrees to fulfill any requirements of the North Bay Mattawa Conservation Authority to ensure any septic system on the subject property is compliant with applicable Building Code or Ministry of Environment, Conservation and Parks regulations.

#### **SECTION V - PROVISIONS**

- 1) The OWNER agrees to comply with the regulations and provisions of Comprehensive Zoning By-law 2014-25, as amended.
- 2) The OWNER agrees that any site alteration provides for the grading or change in elevation or contour of the land and the disposal of storm, surface and waste water from the lands and from any buildings or structures in such a way as to ensure that the natural drainage is not altered in any way that will adversely impact or cause damage to any adjacent lands or to any public highway or Township road.
- 3) The OWNER agrees to maintain the lands subject to this agreement in a clean and orderly state and to operate the wood pallet production and sales business in a manner that is compatible with surrounding uses, neat and orderly.
- 4) The OWNER agrees that the building utilized in conjunction with the business will be located in the manner illustrated on the site plan attached hereto as Schedule “B” and forming part of this Agreement. The OWNER agrees that only one building, a workshop, will be utilized in conjunction with the business and all other buildings will be utilized for personal or hobby farm uses.
- 5) The OWNER agrees to maintain a landscaped buffer strip comprised of coniferous trees adjacent to the workshop in the location illustrated on Schedule “B”. The landscaped buffer strip shall consist of at least one row of coniferous trees having a minimum height of two metres.
- 6) The OWNER agrees that the dwelling located on the lands subject to this Agreement shall be occupied only by the owner and/or an employee of the business.
- 7) The OWNER agrees the building identified on the site plan attached at Schedule “B” as a 1 storey metal clad shop is the workshop building and shall be used exclusively for the production of wood pallets.
- 8) The OWNER agrees that equipment utilized in conjunction with the business will be limited to planer, table saw, mitre or radial-arm saw and will be located only in the workshop building. The OWNER agrees that this agreement does not authorize the use of a sawmill for the production of dimension lumber from logs.
- 9) The OWNER agrees to be aware of and conduct the business in a manner that is compliant with Ministry of the Environment, Conservation and Parks regulations.
- 10) The OWNER agrees that no entrance shall be installed on Chiswick Line unless authorized by the TOWNSHIP. The OWNER agrees to address any deficiencies to the existing entrance in a timely manner if requested to do so by the TOWNSHIP.

- 11) The OWNER agrees to be aware of and comply with half-load-restrictions as authorized by the TOWNSHIP.
- 12) The OWNER agrees that no vehicles shall be used by the owner or any employee in the operation of the business with the exception of one fork lift.
- 13) The OWNER agrees that there will be no underground storage of petroleum products or fluids on the subject lands.
- 14) The OWNER agrees that the only permissible open storage related to the business shall be lumber and stacked wood pallets ready for pick up and may only be located in the rear and side yard of the workshop building in the manner regulated by By-law 2014-25 as amended.
- 15) The OWNER agrees that salvage or refuse including packing materials or related material shall not be stored on-site.
- 16) The OWNER agrees to not use sea containers, truck trailers or similar containers on the subject lands for storage, signage or any other purpose.
- 17) The OWNER agrees that any sign related to the business shall not be larger than 1 m<sup>2</sup> and shall not be illuminated or utilize digital imaging.
- 18) The OWNER shall be aware and comply with spatial separations as required by the Ontario Building Code must be complied with.
- 19) The OWNER agrees that if requested by the TOWNSHIP, the OWNER will retain an acoustical engineer to assess stationary noise sources and provide a report and recommendations concerning such noise sources and compliance with the Ministry of Environment, Conservation and Parks Environmental Noise Guideline (NPC-300) and where required, the OWNER shall act on such recommendations in an expeditious manner.
- 20) The OWNER agrees the regular hours of operation shall be 7 am to 9 pm Monday to Friday from July 1 to October 31, 7 am to 7 pm from November 1 to June 30, 9 am to 1 pm on Saturday and closed Sunday. Notwithstanding, maintenance and repair activities can be undertaken outside of these hours.
- 21) The OWNER agrees to permit inspection of the subject lands by any Municipal Official.
- 22) The OWNER agrees to reimburse the TOWNSHIP for all costs associated with the preparation, administration, registration and processing of this Agreement.

**SECTION VI - BINDING PARTIES, ALTERATION, AMENDMENT, EFFECT, NOTICE, PENALTY**

- 1) This Agreement may only be amended or varied by a written document of equal formality herewith duly executed by the parties hereto and registered against the title to the subject lands.
- 2) This Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of each of the PARTIES hereto.
- 3) The Agreement shall come into effect on the date of execution by the TOWNSHIP.
- 4) Nothing in this Agreement shall relieve the OWNER from complying with all other applicable by-laws, laws or regulations of the TOWNSHIP or any other laws, regulations or policies established by any other level of government. Nothing in this Agreement shall prohibit the TOWNSHIP from instituting or pursuing prosecutions in respect of any violations of the said by-laws, laws or regulations.
- 5) The OWNER covenants and agrees to release and forever discharge the TOWNSHIP from and against all claims, demands, causes of actions, of every nature and type whatsoever that may arise either as a result of the failure of the TOWNSHIP to carry out any of its obligations under this

Agreement, or, as a result of the TOWNSHIP performing any municipal work on adjacent properties which may damage or interfere with the works of the OWNER, provided that such default, failure or neglect was not caused intentionally or through negligence on the part of the TOWNSHIP, its servants or agents.

- 6) Any notice required to be given pursuant to the terms hereto shall be in writing and mailed or delivered to the other at the following address:

OWNER’S NAME AND ADDRESS:      Atlee Troyer  
Lizzie Troyer  
Chisholm, Ontario  
P0H 1Z0

AREA MUNICIPALITY:                      Clerk  
Township of Chisholm  
R.R. 4  
Powassan, Ontario  
P0H 1Z0

**THIS AGREEMENT** shall enure to the benefit of and be binding upon each of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

**IN WITNESS WHEREOF** the OWNER and the TOWNSHIP have caused their corporate seals to be affixed over the signatures of their respective signing officers.

**THIS AGREEMENT** was executed by the duly authorized signing officers of each party and sealed this                                  day of                                  2026.

**SIGNED, SEALED AND DELIVERED**  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Owner

**THE CORPORATION OF THE TOWNSHIP OF  
CHISHOLM**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Clerk

**SCHEDULE “A”**

**DESCRIPTION**

Part 1 and 2, Plan 36R-15557, located in Part of Lot 18, Concession 10, Township of Chisholm, District of Nipissing.

## Site Plan

(kept on file at Township office)

