



## Model By-law to Incorporate the Nutrient Management Plan (NMP) Requirements into a Municipal By-law Pursuant to the Municipal Act (July 23, 1999)

The following is a model by-law prepared by Ontario Farm Environmental Coalition (OFEC) with technical expertise for its content provided by Ontario Ministry of Agriculture, Food and Rural Affairs (OMAF) staff.

It is intended that this model by-law be used as a guide by those municipalities who choose to incorporate a Nutrient Management Plan into their by-laws.

While it may be modified to reflect local circumstances, users should be aware that any modifications may affect fundamental components.

Neither OFEC nor OMAF assume any responsibility for the use of this document (modified or not). Users should be consulting with their own legal advisors before using this document.

**Note:** The intent of the following "Model NMP By-law" is to serve as a framework for municipalities who choose to incorporate the NMP into their Municipal By-laws. While municipalities may enhance this By-law to reflect local circumstances, the components of the "Model By-law" should be maintained.

All farmers are encouraged to complete a NMP. Municipalities are also encouraged to adopt Minimum Distance Separation Formulae I & II within their Comprehensive Zoning By-laws.

THE CORPORATION OF THE TOWNSHIP OF \_\_\_\_\_

BY-LAW NUMBER \_\_\_\_\_

BEING A BY-LAW TO REQUIRE THE PREPARATION OF A NUTRIENT MANAGEMENT PLAN FOR LIVESTOCK OPERATIONS.

**WHEREAS** the Council of the Corporation of the Township of \_\_\_\_\_ deems it necessary and in the public interest to require the preparation of a Nutrient Management Plan for livestock operations;

**AND WHEREAS**, pursuant to Section 102 of the Municipal Act, R.S.O. 1990, as amended from time to time, By-laws may be enacted by local municipal Councils for the health, safety and welfare of the public;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF \_\_\_\_\_**  
Enacts as Follows:

1. TITLE

This By-Law may be cited as the "*Nutrient Management Plan By-Law*".

2. SCOPE

~~This By-Law shall apply to all lands within the limits of the Corporation of the Township of~~

### 3. DEFINITIONS

**3.1 Alter** shall mean any alterations in a bearing wall or partition or column, beam girder or other supporting member of a building or structure or any increase in the area or volume of a building or structure. The words **altered** or **alteration** shall have a corresponding meaning.

**3.2 Building** includes any structure whether temporary or permanent, used or built for any purpose other than a lawful boundary, wall or fence. Any enclosure, awning, bin, bunk or other container, or platform, used upon any land or in conjunction with or connected to any structure for any purpose shall be deemed a **building**.

**3.3 Erect** includes build, construct or reconstruct, alter, enlarge, and relocate and without limiting the generality of the foregoing, shall be taken to include any associated physical operation such as excavating, grading, berming, piling, cribbing, filling, or draining, structurally altering any existing building or structure by an addition, deletion, enlargement or extension.

**3.4 Existing** means lawfully in existence, being an actuality as of the final passing of this By-law.

**3.5 Livestock** means chickens, turkeys, cattle, hogs, horses, mink, rabbits, sheep, goats, fur bearing animals, ratites or any other domestic or game animal.

**3.6 Livestock Manure** is principally composed of livestock feces and urine, and may include some bedding material and some dilution water.

**3.7 Livestock Unit** refers to the equivalent values for various types of animals and poultry based on manure production and production cycles as outlined in Table 1.

**3.8 Nutrient Management Plan** is a report that evaluates the relationship between the land-based application of nutrients, management techniques, and land use (Consistent with standards and practices outlined in the Nutrient Management Plan BMP).

**3.9 Permitted** shall mean permitted by this By-Law.

**3.10 Tillable Land Base** means farmland dedicated to the production of cereals, oilseeds, fruits, vegetables or forage.

**3.11 Third Party Reviewer** includes agricultural engineers and other professionals with certification and specialization in the assessment of soils, manure and nutrient management.

### 4. NUTRIENT MANAGENT PLAN

4.1 The requirement for a Nutrient Management Plan shall only apply to livestock operations which for the purposes of this Section are defined where buildings or structures are used for the purposes of accommodating livestock which either exceed 150 livestock units, or exceed 50 livestock units with a livestock density of greater than 5 livestock units per tillable hectare.

4.2 A Nutrient Management Plan subject to Subsection 4.1 shall be completed prior to the issuance of a building permit for:

- a. erecting a new barn and/or livestock manure system, or
- b. altering a livestock barn or manure system and where the livestock operation is being expanded by 10 livestock units or more.



ADMINISTRATOR/CLERK

## FIGURE "A"

### SIGNED AGREEMENTS TO ACCOMPANY A NUTRIENT MANAGEMENT PLAN

#### *I. Agreement Signed by the Individual Who Prepared the NMP*

The individual who prepared the Nutrient Management Plan shall append the following statement to the report:

"I, \_\_\_\_\_, hereby certify that based on relevant information provided in good faith and excluding unforeseen or uncontrollable circumstances, the recommendations contained in the attached report will, if implemented, result in acceptable management practices. Acceptable management practices refer to normal farming practices that do not contravene any applicable law."

Signature:  
Date:

#### *II. Agreement Signed by Farmer Applying for the Erection or Alteration of a Livestock Barn Or a Manure Storage Facility*

"I, \_\_\_\_\_, hereby certify that I have reviewed my Nutrient Management Plan and I shall, in good faith, follow and implement the recommendations as set out within the Nutrient Management Plan."

Signature:  
Date:

#### *III. Agreement Signed by a Third Party Reviewer*

The individual who reviewed the Nutrient Management Plan shall append the following statement to the report:

"I, \_\_\_\_\_, have reviewed the Nutrient Management Plan as submitted and confirm that it meets the Nutrient Management review criteria of the Ontario Ministry of Agriculture, Food and Rural Affairs."

Signature:  
Date:

## FIGURE "B"

### SUMMARY OF LANDS AFFECTED BY A NUTRIENT MANAGEMENT PLAN

In accordance with the Township of \_\_\_\_\_ Nutrient Management By-law # \_\_\_\_\_, the Township requires the following information to determine compliance of lands which are included in a Nutrient Management Plan.

APPLICANT:

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

POSTAL CODE \_\_\_\_\_

TELEPHONE \_\_\_\_\_

FAX \_\_\_\_\_

PROPERTY LOCATION: ROLL # \_\_\_\_\_ PIN # \_\_\_\_\_

LOT # \_\_\_\_\_ CONC # \_\_\_\_\_ 911 ADDRESS \_\_\_\_\_

LANDS AFFECTED BY NUTRIENT MANAGEMENT PLAN

ROLL #	PIN #	TOWNSHIP	OWNER	DISTANCE TO SUBJECT PROPERTY (km)	TILLABLE HECTARES

I, \_\_\_\_\_ hereby certify that the above information is true, as if taken under oath.

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

**NOTES**

1. Approval and/or notification for any lands not within the Township of \_\_\_\_\_ that are to be used in the calculation of the Nutrient Management Plan will be submitted to the appropriate Township.
1. Copy of Nutrient Application Agreement must be submitted with this form.
1. Please allow (\_\_\_\_) weeks for processing by the Township.

TOWNSHIP APPROVAL

The above-noted properties have been reviewed by the Township of \_\_\_\_\_ for the purpose of determining availability of land to be used in a Nutrient Management Plan.

Township Official \_\_\_\_\_ Dated \_\_\_\_\_

**FIGURE "C"**

**NUTRIENT APPLICATION AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_.

Agreement for the application of livestock manure to meet the requirements of a Nutrient Management Plan.

This Agreement is made between:

(Farm Owner) hereafter referred to as the "Applicant"

And

(Owner of Land for Manure Application) hereafter referred to as the "Owner"

WHEREAS are the owners of lands known as Concession \_\_\_\_\_ in the Township of \_\_\_\_\_;

AND WHEREAS THE Owner agrees to comply with the cropping and commercial fertilizer rates as shown in the Applicant's Nutrient Management Plan;

NOW THIS AGREEMENT WITNESSETH that the parties hereto agree as follows:

1. The Owner has contracted to the Applicant tillable hectares for the application of livestock manure.
2. The Owner gives permission to the Applicant to do soil sampling of his property to determine the condition of his soil as required for the purpose of a Nutrient Management Plan.
3. The Owner will not contract his lands for the purpose of application of livestock manure or biosolids (sewage sludge) to any other applicant during the term of this agreement outside of the Nutrient Management Plan Agreement.
4. The Owner also agrees that he will not be applying any livestock manure which is produced on his property outside of the Nutrient Management Plan Agreement.
5. This agreement shall be in force for a period of one (1) year from the \_\_\_\_\_ day of \_\_\_\_\_.

6. ~~The terms of this agreement shall strictly apply to the present Owner of the subject property.~~  
 Should the property be sold during the period of this agreement, the terms of the agreement become null and void.

IN WITNESS WHEREOF the parties have hereunto affixed their hands and seals this day of \_\_\_\_\_.

Signed, Sealed and Delivered in the )  
 presence of )

\_\_\_\_\_  
 Applicant (Farm Owner)

Signed, Sealed and Delivered in the )  
 presence of )

\_\_\_\_\_  
 Owner (of Lands for Manure  
 Application)

TABLE 1

ANIMAL GROUP	ANIMALS PER LIVESTOCK UNIT	ANIMALS
Beef	1	Beef Cow <sup>1</sup> - barn confinement or barn with yard
	2	Beef Feeders - barn confinement or barn with yard
Chicken	125	Layers - Cages layers or Chicken Breeder Layers
	200	Chicken Broilers/Roasters
	500	Pullets (replacement layers)
Dairy	1	Milking Cow <sup>1,2</sup> - tie stall or free stall
	2	Dairy Heifers - barn confinement or barn with yard
Duck	100	Ducks
Emu	5	Emu
Fox	40	Adult Fox <sup>4</sup>

Goat	4	Adult Goats <sup>3</sup>
	10	Feeder Goats (>20 kg)
Horse	1	Horse <sup>3</sup>
Mink	80	Adult Mink <sup>4</sup>
Ostrich	3	Ostrich
Rabbit	40	Adult Rabbits <sup>4</sup>
Sheep	4	Adult Sheep <sup>3</sup>
	10	Feeder Lambs (>20 kg)
Swine	5	Sows/Boars
	4	Feeder Hogs (30-120 kg)
	20	Weaners (4-30 Kg)
Turkey	50	Meat Turkeys (>10 kg)
	75	Meat Turkeys (5-10 kg) or Turkey Breeder
	75	Layers
	100	Meat Turkeys (<5 kg)
	500	Pullets (replacement breeders)
Veal	6	White Veal
	3	Red Veal (<300 kg)

<sup>1</sup> Includes calf to 150 kg

<sup>2</sup> A dairy/cow calf farm usually has milking cows, dry cows, heifers and calves.

Multiply the number of milking/nursing cows by 1.5 to account for the followers when they are kept on the same farm

<sup>3</sup> Includes offspring until weaned

<sup>4</sup> Includes offspring to market size

<sup>5</sup> Multiply number of sows by 2.4 to determine the number of weaners

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