

THE CORPORATION OF THE COUNTY OF PERTH
BY-LAW NO. 2573

A BY-LAW TO REGULATE NUTRIENT MANAGEMENT FOR CERTAIN LIVESTOCK OPERATIONS
(AS AMENDED BY-LAW NO. 2621)

WHEREAS the Council of the Corporation of the County of Perth deems it necessary in the public interest to regulate nutrient management for certain livestock operations;

AND WHEREAS, pursuant to Section 102 of the Municipal Act, R.S.O. 1990, as amended, 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 COUNTY OF PERTH ENACTS AS FOLLOWS:

SECTION 1 - TITLE

This By-law may be cited as the "Nutrient Management By-law".

SECTION 2 - SCOPE

This By-law shall apply to all lands where farming is a permitted use within the limits of the Corporation of the County of Perth.

SECTION 3 - DEFINITIONS

For the purpose of this By-law, the following definitions and interpretations apply:

- 3.1 **Agricultural Use** means general farming and without limiting the generality of the foregoing shall include such uses as the general cultivation of land and the associated production, conditioning, processing and storing of field crops, vegetables, fruit, horticultural crops and nursery stock and the selling of such produced on the premises, the breeding and care of livestock, fowl, fur-bearing animals and bees, and the selling of such stock or the product of such stock raised on the premises, and the management of forest, and the sale of forest products, including fuel wood, pulp wood, timber, Christmas trees, and maple products, and includes a farm dwelling and accessory buildings and uses.
- 3.2 **Alter** shall mean any alteration 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, volume or capacity of a building or structure. The words **altered** and **alteration** shall have a corresponding meaning.
- 3.3 **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**.
- 3.4 **Building Inspector** means the Chief Building Official or other employees of the Township/Town for the time being charged with the duty of enforcing the provisions of the Building By-law and the Ontario Building Code, which shall mean any by-law of the Township/Town from time to time in force regulating the erection, alteration or repair of buildings and structures, including the enforcement of this By-law.
- 3.5 **Certificate of Compliance** is a farm certification program administered by the Ontario Ministry of Environment (with input from the Ministry of Agriculture, Food and Rural Affairs) incorporating three farm management components including a Nutrient Management Plan, the Minimum Distance Separation Formula II and the appropriate sizing of manure storage facilities.
- 3.6 **Code, National Farm Building (1995)** is a regulation for the design, construction, remodelling and evaluation of a wide variety of farm buildings other than living quarters, and contains recommendations designed to obtain safe and efficient performance and economy within such buildings.

- 3.7 **Code, Ontario Building** is a set of regulations prepared by the Ministry of Municipal Affairs and Housing consisting of building requirements to minimize the risk of injury and property damage from structural failure and fire and health hazards.
- 3.8 **Consultant in Agriculture** means a certified, practicing agricultural professional specializing in all aspects of sound agronomical, economical, environmental, and responsible crop and livestock production.
- 3.9 **Corporation** means the Corporation of the County of Perth.
- 3.10 **Drain, Buried** means any sub-surface conduit for receiving and or conveying water.
- 3.11 **Drain, Open** means a conveyance for water which is bounded by visible bed and banks. It may be man made or natural.
- 3.12 **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.
- 3.13 **Existing** means existing on the date of passing of this By-law.
- 3.14 **Farm Unit** means the composite of all parcels operated as a farm, the principal farm residence, any accessory residences, woodlot, barns and other structures necessary to support agricultural and ancillary uses.
- 3.15 **Grade, Finished** means the average elevation of the finished surface of the ground at ground level of a building or structure.
- 3.16 **Intensive Livestock Farm** means the number of livestock units on a new or expanded farm unit exceed 150 or which exceed 50 livestock units with a density of greater than 2 livestock units per tillable acre (5 livestock units per tillable hectare).
- 3.17 **Livestock** means chickens, turkeys, cattle, hogs, horses, mink, rabbits, sheep, goats, fur bearing animals, or any other domesticated animal.
- 3.18 **Livestock Barn** is a building used for the housing, feeding or keeping of livestock.
- 3.19 **Livestock Manure** is principally composed of livestock feces and urine, and may include some bedding material and some dilution water.
- 3.20 **Livestock Unit** refers to the equivalent values for various types of animals and poultry based on manure production and production cycles, where livestock equivalency is defined by:

ANIMAL GROUP	ANIMALS PER LIVESTOCK UNIT	ANIMALS
Beef	1	Beef Cow ¹ - barn confinement or barn with yard
	2	Beef Feeders - barn confinement or barn with yard
Chicken	125	Layers - Caged Layers or Chicken Breeder Layers
	200	Chicken Broilers/Roasters
	500	Pullets (replacement layers)
Dairy	1	Milking Cow ^{1,2} - tie stall or free stall
	2	Dairy Heifers - barn confinement or barn with yard
Duck	100	Ducks
Emu	5	Emu
Fox	40	Adult Fox ⁴
Goat	4	Adult Goats ³
	10	Feeder Goats (>20 kg)
Horse	1	Horse ³
Mink	80	Adult Mink ⁴

ANIMAL GROUP	ANIMALS PER LIVESTOCK UNIT	ANIMALS
Ostrich	3	Ostrich
Rabbit	40	Adult Rabbits ⁴
Sheep	4	Adult Sheep ³
	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 Layers
	100	Meat Turkeys (<5 kg)
	500	Pullets (replacement breeders)
Veal	6	White Veal
	3	Red Veal (<300 kg)

¹ Includes calf to 150 kg

² 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

³ Includes offspring until weaned

⁴ Includes offspring to market size

⁵ Multiply number of sows by 2.4 to determine the number of weaners

Note: For all other animals/poultry use 1 livestock unit per 450 kg housed at one time.

- 3.21 **Lot** shall mean a parcel of land, described in a registered deed or shown on a registered plan of subdivision including any of its parts which are subject to right-of-way or easement that is capable of being legally conveyed.
- 3.22 **Lot Line** means any boundary of a lot or the vertical projection thereof.
- 3.23 **Manure Storage Facility** means a steel or concrete containment system, with or without a roof or covering enclosing the surface area of the container, used for the storage of liquid or solid livestock manure.
- 3.24 **Nutrient Management Plan** means the science-based process for optimizing the relationship between the land-based application of nutrients, farm management techniques, crop requirements, and land use and is consistent with standards and practices outlined in the Nutrient Management Plan Best Management Practices published from time to time by the Ontario Ministry of Agriculture, Food and Rural Affairs.
- 3.25 **Owner** is a person who owns the land on which the Intensive Livestock Farm is operated.
- 3.26 **Permitted** shall mean permitted by this By-law.
- 3.27 **Person** includes any individual, association, partnership, corporation, municipal corporation, agent or trustee and the heirs, executors or other legal representative of a person to whom the context can apply according to law.
- 3.28 **Renovation** means the repair and restoration of a livestock/poultry barn or manure storage facility to good condition within existing external walls but shall not include replacement.
- 3.29 **Site Plan** means a scaled drawing showing the relationship between a manure pit and neighbouring land uses including areas designated or zoned in a non-agricultural category; non-conforming uses; neighbour's residences; middle-of-the-road allowances and lot line.
- 3.30 **Third Party Reviewer** includes Professional Engineers from the Ministry of Agriculture, Food and Rural Affairs, or other professionals with certification and specialization in the assessment of soils, manure and nutrient management approved by the Municipality.

- 3.31 **Tillable Hectares / Acres** means the total area of land including pasture that can be worked or cultivated following Best Management Practices.
- 3.32 **Watercourse** shall mean a natural or man-made channel which carries water and includes streams, rivers, open drains and lakes.
- 3.33 **Well** shall mean a dug or drilled hole made in the ground to locate or obtain ground water or to test or to obtain information in respect of groundwater or an aquifer, and includes a spring around or in which works are made or equipment is installed for collection or transmission of water and that is or is likely to be used as a source of water for human consumption.

SECTION 4 - APPLICATION, ADMINISTRATION AND ENFORCEMENT

4.1 **Application**

No person shall use any land, or erect, alter or use any livestock barn or part thereof within the limits of the Corporation except in conformity with the provisions of this By-law and the Township/Town Zoning By-law.

4.2 **Administration**

This By-law shall be administered and enforced by such person or persons as shall be appointed from time to time by the Corporation.

4.3 **Inspection**

Any employee of the Corporation acting under the direction of the Council of the Corporation, or an employee of the Corporation of the County of Perth, or any peace officer having jurisdiction in the County of Perth is hereby authorized to enter with prior notification at any reasonable time on any day upon any property or premises for the purpose of discharging his duties and obligations under this By-law, or if there is reason to believe that the provisions of the By-law are not being complied with in whole or in part.

4.4 **Application for Building Permit**

4.4.1 No person shall erect or alter any livestock barn or part thereof within the limits of the Corporation, unless a Building Permit has been issued by the Township/Town Building Official.

4.4.2 In addition to all the requirements of the Ontario Building Code, as amended, the National Farm Building Code, as amended, or any other By-law of the Corporation, every application for a Building Permit for a livestock barn shall be assessed to determine whether the farm operation meets or will meet, once the existing barn has been altered, the definition of an Intensive Livestock Farm.

4.4.3 Every owner who meets or will meet the definition of an Intensive Livestock Farm shall obtain a Certificate of Compliance prior to the issuance of a Building Permit, unless a Minor Variance is approved (See Section 6).

4.4.4 Every owner of an Intensive Livestock Farm who is applying for a Building Permit shall file with such application a plan, in duplicate, drawn to scale, including the following:

4.4.4.1 Dimensions of the lot to be built upon or otherwise used;

4.4.4.2 The proposed type, location, and dimensions of the manure storage facility proposed for such lot and its distance relative to:

- (i) the lot lines;
- (ii) the adjacent public road;
- (iii) the nearest drilled, dug or communal well;

- (iv) the nearest watercourse, pond, drainage ditch, lake, river, stream or water body;
 - (v) the location of the nearest field drainage tile;
 - (vi) the location of any area designated or zoned residential, recreational or institutional and located within 610 metres of the proposed structure.
- 4.4.4.3 The location and dimensions of any existing buildings or structures on such lot used for the purpose of breeding or caring for livestock, poultry or fur-bearing animals, or the storage of manure;
- 4.4.4.4 The location of all existing buildings or structures within a 610 metre radius of the proposed building, structure or use and the separation distances to, and existing use of those buildings and structures;
- 4.4.4.5 Type of livestock, poultry, or fur-bearing animals existing and proposed on such lot;
- 4.4.4.6 Numbers of livestock, poultry, or fur-bearing animals existing and proposed on such lot;
- 4.4.4.7 Type, dimensions, contouring for accidental overspill, and include a copy of the spill contingency plan;
- 4.4.4.8 Tillable hectares/acres of land owned and rented by the applicant;
- 4.4.4.9 Tillable hectares/acres of land made available, by agreement, for manure application;
- 4.4.4.10 A statement signed by the owner of the property disclosing the exact use proposed for each aforesaid building and giving all other information necessary to determine if such building, structure or use, conforms to the requirements of this By-law; and
- 4.4.4.11 In addition to the required information prescribed by this By-law, any other information deemed necessary by the Building Inspector, to carry out the duties and responsibilities set out under this By-law, shall be provided by the applicant.

4.5 APPLICATION OF OTHER BY-LAWS, REGULATIONS, LEGISLATION

Nothing in this By-law shall operate to relieve any person from the obligation to comply with the requirements of the Ontario Building Code Act, the Township/Town Zoning By-law or any other By-law of the municipality in force from time to time or the obligation to obtain any other licence, permit, authority or approval lawfully required by a governmental authority having jurisdiction to make such restrictions.

SECTION 5 - NUTRIENT MANAGEMENT PLAN

5.1 Nutrient Management Plan Required for a Building Permit

5.1.1 The requirement for a Nutrient Management Plan shall only apply to Intensive Livestock Farms as defined herein. A Nutrient Management Plan shall be completed by either the farm operator or a consultant in agriculture, in accordance with the Terms of Reference (Appendix A) prior to the issuance of a Building Permit:

- (i) for erecting a new intensive livestock barn; or
- (ii) for altering a livestock barn which increases its capacity so that it becomes an intensive livestock barn.

5.1.2 Notwithstanding the Section 5.1.1 provisions, where the Nutrient Management Plan requirement is the result of a proposal to reconstruct or rebuild a livestock building that has been recently destroyed by fire, the local municipality may give consideration to issuing a building permit prior to submission, review, and acceptance of a Nutrient Management Plan provided that the proponent signs a legally binding document (e.g. legal undertaking) indicating that the Nutrient Management Plan will be submitted by a specified date and further that if the Nutrient Management Plan is not submitted by the specified date or if it is submitted and found not to be acceptable, the use of the livestock building for the housing/raising of livestock shall be ceased immediately. Where the local

municipality permits the submission of the Nutrient Management Plan under the above-noted circumstances, such Plan must be submitted no later than 60 days from the date of issuance of the building permit.

5.2 **Land Base Requirement**

5.2.1 The required tillable land base shall be maintained at all times for the application of livestock manure as prescribed by the Nutrient Management Plan.

5.2.2 The required land base may consist of owned and non-owned land made available for the spreading of manure; all owned and non-owned land to be made available for the spreading of manure shall be declared in the Nutrient Management Plan, identified by legal description, and, for non-owned land, supported by a manure agreement lodged with the County of Perth.

5.2.3 Prior to the submission of the Nutrient Management Plan for review and approval, copies of this By-law's Appendix B form and Appendices C and D agreements (where applicable) must be completed, signed and submitted to the County of Perth Planning and Development Office for review and confirmation of the submitted information. A copy of these Appendices must be included with the Nutrient Management Plan as submitted.

5.2.4 For the owner of an Intensive Livestock Farm who owns less than 100 per cent of the tillable land base required for the application of livestock manure, the land base agreements shall be renewed annually, effective March 31st of each year and/or when there is a change in management or ownership.

5.3 **Alternative Arrangements for the Utilization of Livestock Manure**

5.3.1 Alternative arrangements to utilize livestock manure (both solid and liquid), including, but not limited to, the sale of livestock manure, shall be permitted within a Nutrient Management Plan, subject to the approval of the Third Party Reviewer and the Municipality.

5.3.2 The submission of the Nutrient Management Plan shall be accompanied by a signed agreement as outlined in Appendix D with persons who will be acquiring a quantity of livestock manure, which shall be defined in the agreement.

5.4 **Nutrient Management Plan Renewal**

5.4.1 In addition to the requirement for a Certificate of Compliance for Intensive Livestock Farms prior to the issuance of a Building Permit, the owner of an Intensive Livestock Farm shall be responsible for renewing the Nutrient Management Plan every three years, effective March 31st of the third year and/or when there is a change in management or ownership, in order to remain in compliance with this By-law.

5.4.2 The renewal of a Nutrient Management Plan must be acceptable to a Third Party Reviewer.

5.4.3 The submission of the Nutrient Management Plan shall be accompanied by signed agreements as outlined in Appendix E and as required by Section 5.2 of this By-law prior to being deemed to be renewed by the Corporation.

5.4.4 Although this By-law requires the Nutrient Management Plan to be renewed every three years, the farmer is encouraged to review the Nutrient Management Plan annually.

SECTION 6 - MINIMUM DISTANCE SEPARATION

6.1 **Certificate of Compliance Requirement for Distance Separation**

- 6.1 Prior to the issuance of a Certificate of Compliance, the applicant shall demonstrate that livestock barns will be located in accordance with the Minimum Distance Separation Formula II, as provided for in Appendix F to this By-law.
- 6.2 Where the livestock barn cannot satisfy the requirements of Minimum Distance Separation Formula II, the owner may apply to the Township/Town Committee of Adjustment for a minor variance pursuant to The Planning Act, as amended. Where a Minor Variance is approved, a Certificate of Compliance is not required for a Building Permit for an intensive livestock or poultry barn. However, all other requirements of the Certificate Compliance program must be met.

Where the local municipality's Zoning By-law permits rebuilding or reconstruction through the building repairs or building enlargement, extension, reconstruction or renovation provisions of its Zoning By-law, the application of such provisions shall be considered the same as if a minor variance had been applied for and approved.

SECTION 7 - ISSUANCE OF BUILDING PERMIT

A Building Permit will not be issued for a livestock barn for Intensive Livestock Farm operations until: all building plans and a Nutrient Management Plan are submitted; and either the completion of the requirements for a Certificate of Compliance or the approval of a Minor Variance by the Committee of Adjustment; as well as all other applicable laws. However, all other requirements of the Certificate Compliance program must be met.

SECTION 8 - VIOLATION AND PENALTIES

Every person who uses, erects or alters any livestock barn in a manner contrary to any requirements of this By-law or who causes or permits such use, erection, or alteration or who violates any provision of this By-law (including failure to submit and obtain approval of the required Nutrient Management Plan updates) or causes or permits a violation, shall be guilty of an offence and upon conviction thereof shall forfeit and pay a penalty not exceeding two thousand dollars (\$2,000.00) (exclusive of costs) for each offence, and each day of the occurrence of the offence shall be deemed to be a separate occurrence for each such offence, and every such penalty shall be recoverable under The Municipal Act, and The Provincial Offences Act.

SECTION 9 - VALIDITY

If any section, clause or provision of this By-law, including anything contained in the appendices attached hereto, is for any reason declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the By-law as a whole or any part thereof other than the section, clause or provision so declared to be invalid and it is hereby declared to be the intention that all the remaining sections, clauses or provisions of this By-law shall remain in full force and effect until repealed, notwithstanding that one or more provisions thereof shall have been declared to be invalid.

SECTION 10 - COMPLAINTS

All complaints regarding a matter regulated by the Nutrient Management By-law must be received in writing by the Township/Town. Upon receipt of the complaint, the Township/Town Chief Building Official will assess whether the complaint involves a violation of provincial legislation. If it does, the complaint will be directed to the MOE (*Ministry of the Environment*), who will then re-assess the complaint to determine which legislation, if any, it concerns.

The Township/Town will forward all complaints which do not involve a violation of provincial legislation to the County's Agricultural Review Committee for investigation and action.

SECTION 11 - REMEDIES

In case any building or structure is to be erected, altered, extended or part thereof is to be used, or any land is to be used, in contravention of any requirement of this By-law, such contravention may be restrained by action at the instance of any ratepayer or of the Corporation, or pursuant to the provisions of The Municipal Act, in that behalf.

READ a first and second time this 3rd day of December, 1998.

READ a third time and finally passed this 3rd day of December, 1998.

“DAVE SHEARER”

DAVE SHEARER, WARDEN

“JAMES G. WILSON”

JAMES G. WILSON, CLERK

LIST OF APPENDICES

- A TERMS OF REFERENCE FOR A NUTRIENT MANAGEMENT PLAN**
- B LAND BASE REGISTRATION FORM**
- C MANURE APPLICATION AGREEMENT**
- D AGREEMENT FOR THE DISPOSAL OF SOLID LIVESTOCK MANURE**
- E NUTRIENT MANAGEMENT PLAN RENEWAL CERTIFICATES**
- F EXCERPTS FROM MINIMUM DISTANCE SEPARATION II**

APPENDIX A

Terms of Reference for a Nutrient Management Plan

The following (in italics) is from the Guide to Agricultural Land Use (OMAFRA & MOE, 1995)

All manure should be applied in accordance with a nutrient management plan. A nutrient management plan is a written plan of action to handle manure in a way that does not harm the environment. A detailed plan should include manure nutrient testing, safe application rates, crop nutrient needs, area required for application, appropriate reductions in commercial fertilizer applications, and emergency actions in case of spills or system failures.

Available cropland that is planted and harvested with crops or improved pasture. It does not include land that is too far away or unsuitable for manure application. The available cropland should be owned or controlled by the livestock operation. An alternative to owning the land is to have an agreement with a neighbor to utilize the manure. When manure is spread on leased or neighbouring farmland, formal written agreements will help ensure that the land is available when needed for spreading. A nutrient management plan is the best way to determine safe application rates.

More specifically, a nutrient management plan shall address the following:

A. On-Site Review

An on-site visit shall be made to gather and interpret information about the existing and/or proposed new intensive livestock operation which would be relevant to the development of a nutrient management plan.

As a guide for an individual collecting information through an on-site review, the nutrient management plan shall include but not be limited to, the following components:

- i) Identification of conditions on the farm which require immediate attention to minimize present pollution concerns.
- ii) Characterization of current and/or expected manure (e.g. nutrient content (N, P, K, Mg); annual volumes (include all waste waters generated); condition).
- iii) A description of existing and/or proposed manure management system (e.g. type; lay-out; capacity; any pollution prevention strategies in place; land application equipment).
- iv) Characterization of available cropland (e.g. soil nutrient content (N, P, K, Mg) and previous crop nutrient credits; maps identifying soil types and locations of any watercourses and other potentially sensitive areas; soil capacity to absorb expected manure; soil compaction tolerance; topography; crop rotations).
- v) Characterization of existing and/or proposed manure disposal system(s) which are used as an alternative or in combination with direct application to cropland (e.g. description of the management strategy; nature and status of any third party agreements; back-up plan).

B. Recommendations by a Third Party Reviewer

After consideration of all relevant information, the third party reviewer shall recommend a manure management strategy including but not limited to, the following components:

- i) Spreading rate/timing/ location estimates for environmentally safe application;
- ii) Estimates of acreage needed to apply manure generated by facility;
- iii) Maximization strategy of available and supplementary nutrients;
- iv) Development of an emergency action plan in the event of a spill or system failure;
- v) A list of the applicable law(s) pertaining to manure management; and
- vi) A documentation system to provide evidence of due diligence

APPENDIX "B"
LAND BASE REGISTRATION FORM

In accordance with County of Perth Nutrient Management By-law # 2573, the Township/Town requires the following information to determine compliance of lands which are included in a Nutrient Management Plan. This information is to be registered on the County of Perth GIS System.

Applicant's Name _____

Address _____ **Postal Code** _____

Telephone _____ **Fax** _____

Property Location: _____ **Roll #** _____

Lot _____ **Concession** _____ **Former Township** _____

Municipal Address _____ (Property number, Road/Line name)

LANDS AFFECTED BY NUTRIENT MANAGEMENT PLAN

1. Lot ___ Conc. ___ Township/Town _____ County _____ Tillable Acres _____ Roll # _____
2. Lot ___ Conc. ___ Township/Town _____ County _____ Tillable Acres _____ Roll # _____
3. Lot ___ Conc. ___ Township/Town _____ County _____ Tillable Acres _____ Roll # _____
4. Lot ___ Conc. ___ Township/Town _____ County _____ Tillable Acres _____ Roll # _____
5. Lot ___ Conc. ___ Township/Town _____ County _____ Tillable Acres _____ Roll # _____
6. Lot ___ Conc. ___ Township/Town _____ County _____ Tillable Acres _____ Roll # _____
7. Lot ___ Conc. ___ Township/Town _____ County _____ Tillable Acres _____ Roll # _____
8. Lot ___ Conc. ___ Township/Town _____ County _____ Tillable Acres _____ Roll # _____
9. Lot ___ Conc. ___ Township/Town _____ County _____ Tillable Acres _____ Roll # _____
10. Lot ___ Conc. ___ Township/Town _____ County _____ Tillable Acres _____ Roll # _____

Affidavit or Sworn Declaration

I, _____ of the _____ in the County/Region of _____
make oath and say (or solemnly declare) that the information contained in the documents that accompany this application is true.

Sworn (or declared) before me at the _____

in the County/Region of _____

this _____ day of _____, _____

Commissioner of Oaths

Applicant

NOTES

1. **This form, along with any related Appendix "C" and "D" agreements, must be submitted and approved by the County of Perth before submission to the Ontario Ministry of Agriculture, Food and Rural Affairs for approval of the Nutrient Management Plan.**
2. Approval and/or notification for any lands not within the County of Perth that are to be used in the calculation of the Nutrient Management Plan will be submitted to the appropriate Township/Town.
3. Please allow two (2) weeks for processing by the County of Perth.
4. Form must be submitted **in triplicate**.
5. **It will be necessary to re-submit this information each year prior to March 31st.**

APPENDIX "C"

MANURE APPLICATION AGREEMENT

_____ (Lot ____, Conc. ____, Township/Town _____, County _____)
(Livestock Farm Name) (Livestock Farm Location)

A Nutrient Management Plan for our _____ operation, our goal is to carry
(Type of Livestock)

out an environmentally sound program. In order to accomplish this, we need more land than we currently own. The proper
application of livestock manure, following a Nutrient Management Plan would be carried out to minimize the impact on the
environment.

If you are interested in being part of this program, please complete this form as follows:

_____ gives permission to _____
(Landowner) (Livestock Farm)

to spread manure on land owned at the following locations:

- 1. Lot __ Conc. __ Township/Town _____ County _____ Tillable Acres _____ Roll # _____
2. Lot __ Conc. __ Township/Town _____ County _____ Tillable Acres _____ Roll # _____
3. Lot __ Conc. __ Township/Town _____ County _____ Tillable Acres _____ Roll # _____
4. Lot __ Conc. __ Township/Town _____ County _____ Tillable Acres _____ Roll # _____
5. Lot __ Conc. __ Township/Town _____ County _____ Tillable Acres _____ Roll # _____

The landowner gives permission to the livestock farm to do soil sampling of his property to determine the condition of his soil
as required for the purpose of a Nutrient Management Plan.

The landowner acknowledges that the land subject to the agreement is not being used for the spreading of livestock manure
from any other livestock operations and further agrees that manure from other livestock operations shall not be spread on the
subject land during the term of this agreement.

The landowner will not give permission to use the land identified above for the application of livestock manure or bio-solids
(sewage sludge) to any other livestock farm during the term of this agreement.

The landowner also agrees that any bio-solid or livestock manure application to the land identified above must be
incorporated into a Nutrient Management Plan.

This agreement shall be in force for a period of one (1) year.

Pollution liability insurance will be carried by _____ to cover spill cleanup and liability.
(Livestock Farm)

The livestock farm will work in conjunction with the landowner's cropping plans to maximize nutrient utilizations. The
landowner is notified by this agreement that his land will be registered on the County of Perth GIS System by the
Township/Town in which the livestock farm produces the livestock manure.

NAME OF LIVESTOCK FARM (please print) _____

SIGNATURE OF LIVESTOCK FARMER _____

NAME OF LANDOWNER (please print) _____

SIGNATURE OF LANDOWNER _____

WITNESS _____

DATE _____

APPENDIX 'D'

SALE OF LIVESTOCK MANURE AGREEMENT

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

This Agreement is made between: _____ hereafter referred to as the "Applicant" (Intensive Farm Owner)

AND _____ hereafter referred to as the "Purchaser" of Livestock Manure

WHEREAS the Applicant has contracted the lands of the Purchaser for the sale of livestock/poultry manure in accordance with an approved Nutrient Management Plan;

AND WHEREAS THE Purchaser agrees to use the manure in accordance with sound environmental and/or agricultural practices;

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

The Owner has contracted to the Purchaser for delivery of _____ tonnes of livestock manure.

The Purchaser proposes to use the livestock manure for the following purposes:

(Provide description and location, and how manure will be utilized)
(Example: Manure applied to lands at Lot 1, Conc. 3, Twp of Anywhere, County of Nowhere)

The Purchaser will not contract with any other applicant during the term of this agreement without the prior approval of the Township/Town or unless the solid livestock manure is to be used for purposes other than those listed above.

This agreement shall be in force for a period of one (1) year from the _____ and, therefore, must be renewed annually.

The terms of this agreement shall strictly apply to the present Purchaser. Should the purchaser use the solid livestock manure for any purpose not listed in this agreement, the term of the agreement become null and void.

The Purchaser is notified by this agreement that any lands on which the manure is to be applied in accordance with this agreement, will be registered on the County of Perth GIS System.

IN WITNESS WHEREOF the parties have hereunto affixed their hands and seals this

_____ day of _____, _____.

Signed, Sealed and Delivered) _____
in the presence of) Applicant (Intensive Farm Purchaser)
)
_____)
)
_____)
) Purchaser (Manure Application)

APPENDIX E

NUTRIENT MANAGEMENT PLAN RENEWAL CERTIFICATES

A. CERTIFICATE PREPARED BY THE PERSON WHO REVIEWED THE NUTRIENT MANAGEMENT PLAN

The individual who reviewed 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

B. CERTIFICATE SIGNED BY FARMER

The farmer who is renewing his Nutrient Management Plan and who has authorized a consultant in agriculture to review their nutrient management plan shall append the following statement to the report.

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

