

TOWN OF METOMEN AGRICULTURAL LIVESTOCK ENTERPRISE ORDINANCE

1. TITLE, PURPOSE, AND JURISDICTION

A. TITLE

This ordinance shall be known as, cited and referred to as The Town of Metomen Agricultural Enterprise Ordinance.

B. STATUTORY AUTHORIZATION

This Ordinance is adopted pursuant to sec. 60.10, 60.20; sec. 60.22, sec 60.23, sec 60.24, sec. 60.54 and sec. 81.01 of the Wisconsin Statutes, together with the Town's village powers and police powers, all for the purpose of regulating, controlling, preventing and enforcing certain uses, activities, businesses and operations that may affect the public health, welfare and safety.

C. PURPOSE

These regulations and controls are to preserve and maintain Town roads; to promote the public safety; to minimize public nuisances, such as odor, and noise; to protect the water quality; to mitigate the potential effects on property values adjacent to an Agricultural Livestock Enterprise; to preserve productive agricultural land; and, to eliminate financial liability to the Town.

This ordinance shall provide a framework to establish a contract (hereby known as a Framework Agreement) between a person (hereby known as an Agricultural Livestock Enterprise), who would like to establish a farm operation greater than 500 A.U. or more in the Town of Metomen.

It is also the intent of this ordinance to assure a person that the Town of Metomen is an attractive Township to establish an Agricultural Livestock Enterprise.

2. GENERAL

- A.** The present tense includes the future tense and the singular tense includes the plural.
- B.** The word "shall" is mandatory; the word "may" is permissive.
- C.** The words "used" or "occupied" also mean intended, designed or arranged to be used or occupied.

- D. The word "person" includes any individual, firm, association, joint stock association, organization, partnership, limited trust, body politic, governmental agency, company, corporation and includes any trustee, receiver, assignee, or other representative thereof.
- E. All distances unless otherwise stated shall be measured in the horizontal direction.

3. DEFINITIONS

Animal Feedlot (feedlot). Animal feedlot means a lot or building or combination of lots and buildings intended for the confined feeding, breeding, raising, or holding of animals and specifically designed as a confinement area in which manure may accumulate, or where the concentration of animals is such that a vegetative cover cannot be maintained within the enclosure. For purposes of these parts, open lots used for the feeding and rearing of poultry shall be considered to be animal feedlots. Pastures, animal mortality composting facility and rendering pick-up structures shall not be considered animal feedlots under these parts.

Animal Manure Poultry, livestock or other animal excreta or mixture with feed, bedding, water or other materials.

Animal Unit(A.U.) A unit of measure used to compare differences in the production of animal manure that employs as a standard the amount of manure produced on a regular basis by a slaughter steer or heifer

One mature dairy cow over 1,000 pounds	1.4 animal units
One dairy cow under 1,000 pounds	1.0 animal units
One heifer	0.7 animal units
One calf under 500 pounds	0.2 animal units
One slaughter steer or stock cow	1.0 animal units
One feeder cattle	0.7 animal units
One cow calf pair	1.2 animal units
One swine over 55 pounds	0.4 animal units
One nursery pig under 55 pounds	0.05 animal units
One horse	1.0 animal units
One sheep or lamb	0.1 animal units
One laying hen or broiler(using liquid manure system)	0.033 animal units
One chicken over 5 pounds (using dry manure)	0.005 animal units
One chicken under 5 pounds(using dry manure)	0.003 animal units
One turkey over 5 pounds	0.018 animal units
One turkey under 5 pounds	0.005 animal units
One duck	0.01 animal units

Building, Agricultural. All Buildings, other than dwellings, which are incidental to a farming operation.

Buffer. Areas or strips of land maintained in permanent vegetation designed for screening and/or to intercept pollutants from both surface and ground water, which includes trees, shrubs, and/or grasses.

D.N.R. Department of Natural Resources

Environmental Impact Statement (EIS). A thorough study of a project with potential for significant environmental impacts, including evaluation of alternatives and mitigation. The nature and extent of the EIS will be determined by the Town Board on a case by case basis. The EIS required by this Ordinance is not intended to be the equivalent of an “environmental impact statement” defined in sec. 1.11 of the Wisconsin Statutes.

E.P.A. Environmental Protection Agency

Farm. A tract of land thirty-five (35) acres or more in size, which is principally used for agricultural activities .

Manure, Liquid. Manure that contains less than fifteen (15) percent solid content.

Manure, Solid. Manure which has at least fifteen (15) percent solid content and contains added fibrous material excluding mineral solids.

Residence. Any permanently located building or part thereof designed and primarily used for human habitation. Unless actually being lived in, an unoccupied structure would have to be a structure that could reasonably be presumed to be a place capable of being lived in, in present condition. Consideration will be given to the presence of an operational septic system, water, electricity or other accessory utilities in the determination of a residence.

Road. A public right-of-way affording primary access by pedestrians and vehicles to abutting properties, whether designed as a street, highway, parkway, road, avenue, boulevard, lane, service road, place or however otherwise designed. Acceptance of a road for maintenance purposes by a unit of government is not necessary for designation as a road.

Road, Private. An unplatted access to more than one lot or parcel, including leased or rental properties where public access is limited.

Setback. The minimum horizontal distance between a structure or a manure storage system and the nearest specified lot line, or residence.

U.S.D.A. United States Department of Agriculture

4. FRAMEWORK AGREEMENT

Every agricultural operation where 500 A.U. or more are present, shall enter into a Framework Agreement with the Town of Metomen as a condition precedent to the establishment or operation of an Agricultural Livestock Enterprise

A. FEDERAL COMPLIANCE

The person establishing the Agricultural Livestock Enterprise shall meet all Federal laws and regulations, and provide proof of compliance and copies of all annual reports that must be filed.

B. STATE OF WISCONSIN COMPLIANCE

The person establishing the Agricultural Livestock Enterprise shall meet all State of Wisconsin laws and regulations, including ATCP 51 and provide proof of compliance and copies of all annual reports that must be filed.

C. FOND DU LAC COUNTY COMPLIANCE

The person establishing the Agricultural Livestock Enterprise shall meet all Fond du Lac County Ordinances and regulations and provide proof of compliance and copies of all annual reports that must be filed.

D. TOWN OF METOMEN COMPLIANCE

1. The minimum lot size for an Agricultural Livestock Enterprise shall be Thirty Five (35) acres.

2. Soils rated at 70 or less on the Town of Metomen soil map may be considered for the agricultural building site of the Agricultural Livestock Enterprise.
3. The minimum setback from the agricultural buildings of an Agricultural Livestock Enterprise, to the nearest residence shall be one thousand three hundred twenty (1320) feet.
4. The minimum setback from the agricultural buildings of the Agricultural Livestock Enterprise to the two Municipalities borders within the township shall be two thousand six hundred and forty (2640) feet.
5. A buffer, and/or berm designed by the Fond du Lac County Conservation Department may be required to assist in reducing noise and odor concerns.
6. The Framework Agreement may include language that will ensure that the Town of Metomen roads involved in the Agricultural Livestock Enterprise; will be maintained in part (percent of extra traffic from the Agricultural Livestock Enterprise) by the Agricultural Livestock Enterprise. A Bond may be necessary.
7. The private road to the Agricultural Livestock Enterprise shall be constructed of a material that will reduce dust and/or mud problems.
8. An Environmental Impact Statement and an architectural plan shall be part of the Framework Agreement.
9. The movement of manure shall be addressed in the agreement (time of day, day of week, route of travel, etc”).).
10. Dead animals shall be rendered within 24 hours of death. Carcasses shall be located in an area out of sight of the public and local residences. Burial will not be allowed.
11. Silage Stacks shall be considered the same as an agricultural building and as such subject to the same set back requirements. Leachate from silage stacks shall not run into road ditches, streams, or waterways.

12. The Framework Agreement shall include language that will ensure that in the event the Agricultural Livestock Enterprise is discontinued and/or closed; sufficient funds will remain to close the manure facilities. A bond, letter of credit or comparable security acceptable to the Town shall be a requirement in the Framework Agreement. Owners shall have joint and severable liability for clean up, closure or emptying of the abandoned Agricultural Livestock Enterprise.

13. An annual review of the Framework Agreement, and other documents required for proof of compliance between the Agricultural Livestock Enterprise and the Town of Metomen Board shall be required.

5. DRAFTING THE FRAMEWORK AGREEMENT

- A. The person establishing the Agricultural Livestock Enterprise or their representative shall be present.
- B. The Town of Metomen shall be represented by the Town Chairmen or his/her designate, the Town of Metomen Zoning Board President, or his/her designate, the Town Clerk, or his /her designate and the Town of Metomen Attorney.
- C. All cost involved in drafting the Framework Agreement shall be paid by the person establishing the Agricultural Livestock Enterprise. A minimum start up fee may be assessed.

6. PUBLIC HEARING OF THE FRAMEWORK AGREEMENT

- A. Providing that all of the guidelines in Section 4 (A-D 1-13) have been met, as determined by the Town of Metomen representatives, no Public Hearing is required. The Town Board Chairman is authorized to sign the Framework Agreement on behalf of the Town Board for the Town of Metomen.
- B. In the event that not all of the guidelines in Section 4 (A-D 1-13) can be met as determined by the Town of Metomen representatives, a public meeting must be held in accordance with Wis Stats. The Town Board of the Town of Metomen may consider all public input before accepting or rejecting the Framework Agreement.
- C. All cost involved in holding the Public Meeting shall be paid by the person establishing the Agricultural Livestock Enterprise.

7. ADMINISTRATION AND ENFORCEMENT

A. ADMINISTRATION

This Ordinance shall be administered by the Town Board or its designee, which may include the Town Board Chairperson, a Town Board Supervisor or the Building /Code Enforcement Inspector.

B. COMPLAINT OR EMERGENCY INSPECTION

The Town of Metomen shall have the right to undertake inspections upon notice, at a reasonable time based upon a signed written complaint, or the reasonable belief of the existence of a material violation of this Ordinance.

C. INTERFERENCE PROHIBITED

No person shall hinder or otherwise interfere with the Town of Metomen official in the performance of duties and responsibilities required pursuant to the Ordinance.

D. FEES

A maintenance fee of not less than five hundred (\$500.00) dollars per year shall be paid by the Agriculture Livestock Enterprise to the Town of Metomen. This fee will offset the cost of inspections and the annual review.

E. CONTRACT VIOLATIONS

Any person violating the contract agreement may be given notice by the Town of Metomen Board in writing, to suspend operation in the Agricultural Livestock Enterprise. A hearing shall be held before the Town of Metomen Board before a suspension will go into effect. Within sixty (60) days prior to the suspension date, the Agricultural Enterprise shall submit a plan to mitigate any problems identified by the Town of Metomen, or the Agricultural Livestock Enterprise may negotiate a new Framework Agreement. Failing to comply will result in the suspension of operations.

F. APPEALS

Any person aggrieved by a decision made in the administration of this ordinance may appeal to the Town Board. Appeals shall be filed within thirty (30) calendar days following the administrative decision and notification by the Inspector. The appeal shall specify the legal description of the parcel and access location in question, and the reason given for the appeal. The Town Board shall make a decision on the appeal within thirty (30) calendar days from the day the appeal was filed. The decision of the Town Board shall be made by the majority present. A written decision shall state the specific reasons and facts from which the final decision was made.

G. VIOLATIONS

In the case of any violation of this ordinance, the Town of Metomen may institute appropriate legal action. Each day in which a violation continues to exist shall constitute a separate offense.

H. PENALTIES

Any individual, firm, corporation, association, organization or agency found guilty of violating any part(s) of this ordinance or who refuses to comply with any provision of this ordinance shall upon such finding by the court, forfeit not less than \$250.00 or more than \$2000.00 for each day for each offense, together with the cost of prosecution.

I. INDEMNIFICATION

The person who enters into the Framework Agreement shall indemnify, defend and hold harmless the Town and its elected officials, employees and agents, from and against any claims, liabilities, losses or expenses, including reasonable attorneys' fees, that may arise as a result of the existence of operation of the Agricultural Livestock Enterprise. A Framework Agreement does not constitute a waiver of the Town's right to enforce existing ordinances. All rights are reserved.

J. NON-ASSIGNABILITY

The Framework Agreement is not assignable or transferable to any other person whether by operation of law or otherwise, without the express prior written consent of the Town

K. WAIVER

No waiver or inaction by the Town or its officials shall be deemed to be made unless the same shall be in writing and be signed by a duly authorized Town official. Each waiver, if any shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the Town in any other respect at any other time.

8. SEPARABILITY OF PROVISION

Should any section or provisions of this ordinance be declared invalid, such decisions shall not affect the validity of the remaining portions of this ordinance.

9. EFFECTIVE DATE

This ordinance shall take effect from and after its passage and posting as provided by law.

Adopted this 29 day of December, 2003 by the Town of Metomen Board Supervisors , Fond du Lac County

Filed this 29 date of December, 2003

Tom Soda
Tom Soda
Chairman Town of Metomen

Lynn Rands
Lynn Rands
Clerk Town of Metomen

Jeff Amundson
Town Supervisor

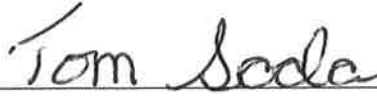
Scott Zacharias
Town Supervisor

Legal Publication


Date

Amended to comply with, and include ATCP 51

Date 10-9-06



Tom Soda
Chairman Town of Metomen



Town Supervisor



Town Supervisor

Legal Publication

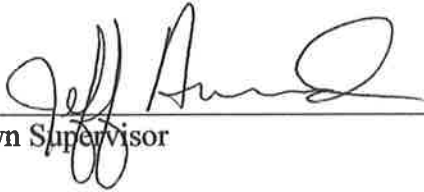
Date

Amended to comply with, and include ATCP 51

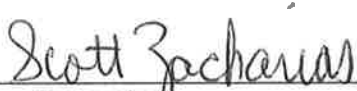
Date 10-9-06



Tom Soda
Chairman Town of Metomen



Town Supervisor



Town Supervisor

Legal Publication

Date