

**November 17, 2025**

**Administrative Services Committee Meeting  
City of Old Town  
City Council Chambers, 2<sup>nd</sup> Floor  
265 Main Street  
Agenda**

**Call to Order** – I call the November 17, 2025, Administrative Services Committee meeting to order.

Please silence or turn off cell phones.

1. Approval of the Sept. 15<sup>th</sup> and October 20<sup>th</sup> 2025 Administrative Council meeting minutes. (attached)
2. Discussion of the MOU (Memorandum of Understanding) with the Rock Church, located on Main Street.  
(MOU attached)
3. Review of the sale offers to date on City of Old Town tax acquired properties.
4. Discussion on entering into a boundary agreement between the City of Old Town and Sargent gravel pits.
5. Update on the timeline on the Ordinance for the Keeping of Chickens on Private Residential Property, in compliance with State of Maine.  
(signed Planning Board approval and Keeping of Chickens completed Ordinance)

**(Councilor McLeod, Chair)**

Adjournment Do I have a motion to adjourn?

The Administrative Services Committee is composed of Councilors Linda McLeod (Chair), Carol May, Zack Wyles, Katrina Wynn, and Council President Chris Pushor (ex-officio)

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## City of Old Town Administrative Services Committee Minutes September 15, 2025

Administrative Services Committee members convened September 15, 2025, in the Old Town City Hall Council Chambers, 265 Main Street.

Committee Members Present: Councilors, Linda McLeod (Chair), Zachary Wyles, Katrina Wynn, Carol May, and Council President Chris Pushor (ex-officio)

Other Councilors Present – Charlene Virgilio, and David Wight

Administration Present - Bill Mayo, Laura Engstrom, Irene Pehrson, Danielle Berube, David Smith, David White, Dave Russell, Danielle Berube, Cassandra Pool, Kyle Milan, and E.J. Roach.

Others Present – Kristi Trafton (City Attorney), Joseph (UMO student Government rep.) and 4 Old Town residents.

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Councilor McLeod called the meeting to order at 6:00 p.m.

1. Approval of the August 18, 2025, Administrative meeting minutes.

Motion made by Councilor Wyles to accept, seconded by Councilor Pushor.

*Approved all in favor. 5- 0.*

2. Update to the Committee on the new draft ordinance regarding LD 1655, written by the City's legal counsel. An act approved by the Maine State Legislature that will go into effect starting mid – September 2025, to allow keeping of chickens on private residential properties.
  - included the timeline and procedures, provided by the City's legal counsel, for the progression to and adopt this new ordinance.
  - Ordinance will go to the planning board on October 21<sup>st</sup> for discussion and suggestions for changes. Those recommendations will be submitted to the Council at least 10 days before a Public Hearing will be held. The Council will then review those change recommendations and decide if any changes should be made.
  - After the Public Hearing is held, with any public discussions taken place by residents, then the possibly revised Ordinance will go a first reading (possible 2<sup>nd</sup> reading) and a final vote and adoption.
  - Two residents addressed the Council and spoke of their concerns with the new Old Town Ordinance being too strict to allow the actual “keeping of chickens” in residential areas in the City.
  - Kristi Trafton, City Attorney suggested to the Council to approve a motion making the ordinance, when it is fully adopted, retroactive to September 15, 2025.

Motion made to send the new chicken ordinance to the Planning Board for review on their October 21<sup>st</sup>, 2025, Planning Board meeting.

Motion made by Councilor May, seconded by Councilor McLeod.  
*Approved all in favor. 5- 0.*

**Adjournment**

Motion made by Councilor Wyles to adjourn, seconded by Councilor May, at 6:25p.m.  
*Approved all in favor, 5-0*

Respectfully submitted,  
Laura Engstrom  
City Clerk



**City of Old Town  
Administrative Services Committee Minutes  
October 20, 2025**

Administrative Services Committee members convened October 20, 2025, in the Old Town City Hall Council Chambers, 265 Main Street.

Committee Members Present: Councilors, Linda McLeod (Chair), Zachary Wyles, Katrina Wynn, Carol May, and President Chris Pushor (ex-officio)

Other Councilors – Charlene Virgilio, and absent, David Wight

Administration Present - Bill Mayo, Laura Engstrom, Irene Pehrson, David Smith, David White, Cassandra Pool, Kyle Milan, and E.J. Roach.

Others Present – Kristi Trafton (City Attorney), Connor Archer (Courageous Steps Director) and 4 Old Town residents.

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Councilor McLeod called the meeting to order at 6:00 p.m.

1. Isabelle Oechsle, whom the City has hired as a consultant to research and write the Comprehensive Plan, gave an update to the Council on the progression of where the Comprehensive Plan is right now. The next meeting for the Public, the City's department heads and residents to attend will be on 11/06 @ 6 pm in the downstairs room at the Old Town library.
2. Bill Mayo, City Manager, updated the Committee on the OTHS pool demolition and cost of asbestos remediation. Thornton's Construction will be starting the demolition of the pool and the building as soon as the asbestos are taking care off.
3. Connor Archer, Founder/ Chairman and CEO at The Courageous Steps Project, gave a presentation to the Committee on the potential lease of the Herbert Sargent Community Center from the City. Connor spoke of the remodeling of the building and the grounds to move the Courageous Steps project to that site from his existing smaller site in Milford.

Full presentations on the Comprehensive plan update and the Courageous Steps project can be found by following this link below:

[https://www.youtube.com/watch?v=e\\_npndKS7f8](https://www.youtube.com/watch?v=e_npndKS7f8)

**Adjournment**

Motion made by Councilor Wynn to adjourn, seconded by Councilor Wyles, at 7:10 p.m.  
*Approved all in favor, 5-0*

Respectfully submitted,  
Laura Engstrom  
City Clerk

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF OLD TOWN  
AND  
THE ROCK CHURCH**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ by and between the **CITY OF OLD TOWN** ("City"), a municipal corporation organized and existing under the laws of the State of Maine, and **THE ROCK CHURCH OF MAINE** ("Church"), a Maine non-profit organization.

**I. PURPOSE**

The purpose of this MOU is to memorialize an agreement between the City and the Church regarding relocation of the Church from its current location on Main Street in Old Town, to a parcel currently owned by the City on Stillwater Avenue. The City and the Church agree to work collaboratively to transfer the properties accordingly, ~~and~~ ensure project completion, and bring tax-revenue generating business(es) to the newly vacated Main Street space.

**II. TERMS OF AGREEMENT**

1. MAIN STREET PROPERTY OWNED BY THE CHURCH

- A. The Church owns property on Main Street in Old Town by virtue of a deed from Gossamer Properties, LLC, dated January 28, 2021, as recorded in Book 15881, Page 350 of the Penobscot County Registry of Deeds, also known as Tax Map 25, Lot 250-A ("Main Street Property").
- B. The Church shall vacate the Main Street Property, which will result in more commercial space becoming available for tax-revenue generating business(es) in the downtown area.
- C. The Church shall construct a new facility on a parcel of land on Stillwater Ave. (the "Project"), to be leased to the Church for one dollar (\$1) a year until the Project is completed.

2. STILLWATER AVE PROPERTY OWNED BY THE TOWN

- A. The City owns property on Stillwater Ave by virtue of a foreclosed tax lien recorded June 18, 1997, in Book 6416, Page 194 of the Penobscot County Registry of Deeds, also known as Tax Map 18, Lot 30 (Stillwater Property).
- B. The City, in exchange for the Church vacating the Main Street Property, shall lease the Stillwater Property for one dollar (\$1) a year until Project completion.

- C. Upon completion, the City shall convey an approximately \_\_\_\_\_ acre portion of Tax Map 18, Lot 30, to the Church.

### 3. GENERAL

- A. Upon transfer of the Stillwater Property to the Church, a deed restriction shall be added restricting its use to church purposes. Suggested language: “The Grantee, its successors, and assigns hereby covenant and agree that the real property shall be used exclusively for church purposes, including but not limited to: a house of worship, parish hall, educational facilities, pastoral residences, and other accessory uses typically associated with a religious institution.”
- B. A PILOT agreement shall be put ~~into~~ place which shall take effect upon the transfer of the Stillwater Property by the Church to another entity, or in the case that the Church no longer uses the Stillwater Property for church purposes.

## III. RESPONSIBILITIES

### 1. CHURCH RESPONSIBILITIES

- A. Pay One Dollar (\$1) a year rent on the Stillwater Property during construction of the Project.
- B. Secure all necessary approvals, permits, and financing for the Project.
- C. Ensure that the construction and development of the Project aligns with all applicable laws, regulations, and zoning requirements.
- D. Vacate the Main Street Property.
- E. Work with the City to use-bring tax-revenue generating business(es) to the newly vacated Main Street Property in the downtown area to bring new businesses to the downtown area, including keeping the City up to date on status and potential buyers.

### 2. CITY RESPONSIBILITIES

- A. Lease the Stillwater Property to the Church for One Dollar (\$1) per year until the Project is complete.
- B. Convey the Stillwater Property to the Church via municipal quitclaim deed.
- C. Facilitate permitting and zoning approvals in a timely manner.
- ~~D. Support infrastructure development as necessary to ensure Project success, as permitted by law.~~

~~E.D. \_\_\_\_\_ Work with the Church to bring tax-revenue generating business(es) to the newly vacated Main Street Property in the downtown area. or use the newly vacated Main Street Property to bring new business to the downtown area.~~

#### IV. TERM AND TERMINATION

1. This MOU shall be effective upon the date of the last signature below and remain in effect until the completion of the Project, ~~unless terminated under this Section. Either party may terminate this agreement with a 30 day written notice if substantial non-compliance occurs.~~
2. ~~Either party may terminate this MOU for cause with ninety (90) days' written notice if the other party materially breaches any term of this Agreement and fails to cure the breach within thirty (30) days after notice of such breach (which notice shall be in writing delivered to the breaching party and include the details of the nature and extent of the breach and specify the effective date of termination if the breach is not cured).~~
3. ~~This MOU may be terminated by either party at any time and without notice if (a) the other party is adjudged bankrupt or insolvent, which judgment remains in effect for a period of ninety (90) days; or if (b) the other party consents to the institution of bankruptcy or insolvency proceedings against itself, or files a petition or answer or consent seeking reorganization or relief from creditors under federal or state law or consents to the filing of any such petition or to the appointment of a receiver, liquidator, assignee or trustee of the other party or of any substantial part of the other party's property or the making of an assignment for the benefit of creditors or admits an inability to pay debts as they come due; or if (c) the other party is liquidated or dissolved, or initiates proceedings to liquidate or dissolve.~~
3. \_\_\_\_\_
4. ~~If the agreement is terminated due to breach of the Church for substantial non-compliance under paragraph B or C of this Section of the Church before the Stillwater Property is conveyed, the City shall not reimburse the Church for any improvements made to the Stillwater Property before the termination.~~
4. \_\_\_\_\_
5. ~~If the agreement is terminated due to breach of the City under paragraph B or C of this Section for substantial non-compliance of the City before the Stillwater Property is conveyed, the City shall be responsible for compensating the Church for the improvements made to the Stillwater Property before the termination, and the City will not convey the Stillwater Property to the Church.~~

#### V. GENERAL PROVISIONS

1. AMENDMENTS: ENTIRE AGREEMENT AND SEVERABILITY: This MOU constitutes the entire Agreement between the parties and supersedes all prior oral or written representations and statements between the parties concerning the subject matter of this MOU, unless otherwise agreed to in writing and signed by both parties. The invalidity or unenforceability of any particular provision of this MOU shall not affect the other provisions hereof, and this MOU shall be construed in all respects as if such invalid or unenforceable provision were modified to the extent necessary to comply with applicable law or, if modification is not possible, severed from this MOU without affecting its overall validity or enforceability. The Parties shall negotiate in good faith to replace any such invalid or unenforceable provision with a valid provision that achieves the intended effect as closely as possible. This MOU may be amended only in writing and signed by both parties.
1. GOVERNING LAW: This MOU shall be deemed to have been made in Penobscot County, Maine, and shall be interpreted, and the right and liability determined, in accordance with Maine law. The parties agree that any suit which may be filed as a result of any controversy arising under the terms hereof shall be filed only in the State of Maine.
2.
2. NON-BINDING NATURE: This MOU outlines mutual intentions but does not create binding obligations beyond the scope specified herein.
3.
4. DISPUTE RESOLUTION: The parties agree to resolve disputes through good-faith negotiations. If disputes cannot be resolved, the parties may pursue mediation or legal remedies as permitted by law.
3. AUTHORIZED REPRESENTATIVES: By signature below, each Party certifies that the individuals listed in this document as representatives of the individual Parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the Parties hereto have executed this MOU as of the last date written below.
5.
6. INDEMNIFICATION AND LIABILITY: Until the Stillwater Property is conveyed to the Church, the Church shall indemnify, defend, and hold harmless the City, its officers, employees, and agents from any and all claims, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from the Church's activities on the Stillwater Property, except where such claims result from the City's gross negligence or willful misconduct.
7. INSURANCE REQUIREMENTS: During the Term of this MOU, the Church shall:

- A. Maintain commercial general liability insurance with respect to the Premises, including death, bodily injury and broad form property damage coverage with a combined single limit in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, as well as One Million Dollars (\$1,000,000) in property damage, for any policy year
  - B. Maintain Worker's Compensation Insurance with minimum limits of statutory amounts at all times;
  - C. Cause the City to be named as an additional insured in these policies and shall provide the City with proof of insurance annually and upon request.
  - D. This requirement shall not be construed to mean City has waived rights, claims, immunities, and defenses available to it under law, including, without limitation, the Maine Tort Claims Act (14 M.R.S.A. § 8101, et seq.).
8. ENVIRONMENTAL COMPLIANCE: The Church shall comply with all applicable federal, state, and local environmental laws and regulations. The Church shall be responsible for any environmental cleanup costs resulting from its operations.
9. SUCCESSORS AND ASSIGNS: Neither party may assign or transfer its rights or obligations under this MOU without the prior written consent of the other party, except to a successor entity resulting from a merger or consolidation.
10. COUNTERPARTS: This MOU may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
11. FURTHER INSTRUMENTS OF ACTIONS AND SURVIVING OBLIGATIONS: Each party agrees that it will execute and deliver such further instruments and will take such further action as may be reasonably necessary in order to effectively discharge or perform or carry out any of the respective obligations and agreements hereunder. Notwithstanding the termination of this MOU, the parties shall be required to carry out any provisions hereof which contemplate performance by a party subsequent to such termination and such termination shall not affect any liability or obligation which shall have accrued prior to such termination.
- 4.12. MAINE TORT CLAIMS ACT: Nothing in this MOU shall be interpreted to waive any protections provided to the City of Old Town under the Maine Tort Claims Act.

## **VI. SIGNATURES**

**CITY OF OLD TOWN**

\_\_\_\_\_  
By: William J. Mayo, City Manager

Date: \_\_\_\_\_

**THE ROCK CHURCH OF MAINE**

\_\_\_\_\_  
By: Kirk Winters, President

Date: \_\_\_\_\_

## **Section 113: Keeping of Chickens**

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*(For Reference Only, not Part of the Amendment)*

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# Amendment 2025-\_\_ to the City of Old Town Zoning Ordinance

## Section 113: Keeping of Chickens

### § 113.00 Authority

This Section is promulgated pursuant to 30-A M.R.S. § 4352, the Charter of the City of Old Town, and its Home Rule Authority granted by the Constitution of Maine, Article VIII, Part Second.

### § 113.01 Purpose

The purpose of this Section is to provide standards for the keeping of domesticated chickens by Residents of the City of Old Town on Residential Lots within certain areas of the City of Old Town, on which the keeping of domesticated Chickens is subject to additional permit requirements in light of certain health and safety concerns due to the unique conditions of said areas. In the zones where this Section applies, to the intent is to allow Residents to keep a small number of female domesticated Chickens, on a non-commercial basis, on Residential Lots, while also ensuring that the presence of domesticated Chickens does not adversely impact the surrounding properties, neighborhoods, or City as a whole.

### § 113.02 Definitions

Except as specifically defined herein, in § 102 of the Zoning Ordinance, City of Old Town, Maine, or in § 1-2 of the Revised Code of Ordinances, City of Old Town Maine, all words in this Section shall carry their customary dictionary meanings. For the purpose of this Section, certain words or terms used herein are to be construed or defined as follows:

**Chicken:** A female domesticated bird that is raised for meat or eggs and does not include a fully mature domesticated male chicken. The following poultry or fowl are not considered to fall under this definition: Ducks; Emus; Geese; Guineafowl; Ostriches; Partridge; Pigeons; Pheasant; Quail; Swans; and Turkeys.

**Chicken Coop:** The total area for a Chicken or group of Chickens. This area is made up of the Chicken Pen and Henhouse.

**Chicken Pen:** A fully enclosed and secure outdoor area that serves as a clean, sanitary, and odor-free space for Chickens to explore, scratch, and forage during daylight hours, and that is not accessible by predators.

**Free-Range:** The practice of allowing Chickens to roam freely, outside of a Chicken Coop, for at least part of the day.

**Hen House:** A structure that is not accessible by predators or rodents that serves as a clean, dry, odor free, and sanitary place for Chickens to roost and lay eggs, while also providing protection from weather elements such as rain, wind, and snow.

**Permit Holder or Permittee:** A person that possesses a valid permit under this Section for the keeping of Chickens.

**Property Owner:** A person who holds legal title to a lot of land or piece of real property.

**Resident:** A person who resides on real property in the City of Old Town, this person does not have to be the Property Owner.

**Residential Lots:** A lot of land located in the City of Old Town upon which the principal structure is a Dwelling Unit and/or the principal use is residential even if the Dwelling Unit or residential use is a nonconforming use or structure.

### **§ 113.03 General Provisions.**

#### **(a) General Provisions of Code of Ordinances.**

The General Provision of the Revised Code of Ordinances, City of Old Town Maine, are incorporated by reference.

#### **(b) Conflict.**

Where this Section imposes a greater restriction upon land, buildings or structures than is imposed or required by any such provision of law, ordinance, contract or deed, the provisions of this Section shall prevail.

#### **(c) Restrictive Covenants and Deed Restrictions.**

This Section shall not be construed to interfere with, abrogate or annul the validity or enforceability of any valid or enforceable covenant, deed restriction or other agreement or instrument between private parties that imposes greater restrictions than those provided in this Section, including prohibiting the keeping of Chickens, as long as the agreement does not abrogate rights under the United States Constitution or the Constitution of Maine.

#### **(d) Shoreland Zoning.**

Chicken Coops and the keeping of Chickens under this Section must comply with shoreland zoning requirements established by the Department of Environmental Protection under Title 38, chapter 3 and the City of Old Town Shoreland Zoning Ordinance.

### **§ 113.04 Enclosures**

#### **(a) Generally.**

- (1)** Chickens must be kept in a secured Chicken Coop at all times during the day and night.
- (2)** At no time shall Chickens be permitted to Free-Range.
- (3)** At no time shall Chickens be permitted to be kept inside a Dwelling Unit or its attached structures.
- (4)** Chicken Coops must be located in the rear or side yard of the property and may not be located between the Dwelling Unit and any public or private roadway.
- (5)** Chicken Coops must be clean, dry, odor-free, and kept in a neat and sanitary

condition at all times, in a manner that will not disturb the use or enjoyment of abutters due to noise, odor or other adverse impact.

- (6) No more than one (1) Henhouse and one (1) Chicken Pen may be located on any Residential Lot.
- (7) Chickens must be provided with access to feed and clean water at all times; such feed and water shall be inaccessible by rodents, wild birds and predators.
- (8) A building permit is required for the construction of a Chicken Coop. Any building permit fees and requirements are in addition to the permit fees and requirements prescribed in this Section for the keeping of Chickens.

**(b) Henhouse.**

- (1) Chickens must be provided with a Henhouse that meets the dimensional requirements set forth in § 113.09.
- (2) A Henhouse may not be located inside, or attached to, a Dwelling Unit or its attached structures.
- (3) A Henhouse must be designed to provide safe and healthy living conditions for Chickens while minimizing adverse impacts to abutters.
- (4) A Henhouse shall be fully enclosed with doors and windows that can be securely fastened. Windows and vents must be covered with predator and bird proof wire of less than one-inch (1") openings.
- (5) A Henhouse shall be well maintained and enclosed on all sides, including the top, and must be impermeable to rodents, wild birds, and predators, including dogs and cats. The use of scrap, waste board, sheet metal, or similar materials for the construction of the Henhouse is prohibited.
- (6) Chickens must be secured inside a Henhouse during non-daylight hours.

**(c) Chicken Pen.**

- (1) Chickens must be provided with a Chicken Pen that meets the dimensional requirements set forth in § 113.09.
- (2) A Chicken Pen may not be located inside, or attached to, a Dwelling Unit or its attached structures.
- (3) A Chicken Pen shall be attached to the Henhouse and the walls shall be constructed of sturdy wire fencing and buried at least twelve (12) inches in the ground. The roof shall be covered with wire, aviary netting, or solid roofing in a manner to prevent the escape of chickens or the entry of predators. The use of chicken wire is not permitted.
- (4) Any entrance to the Chicken Pen, whether for access by Humans or Chickens, must be able to be fastened securely closed and effective at keeping out to rodents, wild birds, and predators, including dogs and cats.

- (5) A Chicken Pen must be impermeable to rodents, wild birds, and predators, including dogs and cats.
- (6) Chickens may only have access to the Chicken Pen during daylight hours.

**(d) Inspections.**

- (1) Any Resident, including the Property Owner if they are different, who applies for a permit for the keeping of Chickens pursuant to this Section consents to an inspection of the Residential Lot and Chicken Coop by the Code Enforcement Officer, or their designee, to ensure compliance with this Section for the purpose of issuing a permit.
- (2) Any Resident, including the Property Owner if they are different, who has obtained a permit under this Section consents to periodic inspections of their Chicken Coop and Residential Lot, without prior notice, at any time during the year their permit is valid, to ensure continued compliance with this Section.
- (3) Any Resident, including the Property Owner if they are different, who applies to renew their permit for the keeping of Chickens consents to an inspection of the Residential Lot and Chicken Coop by the Code Enforcement Officer, or their designee, to ensure compliance with this Section for the purpose of renewing a permit.
- (4) One (1) inspection is included in the cost of the initial permit application fee, and annual permit renewal fee.
- (5) If an initial application or renewal application inspection fails, the applicant shall pay a reinspection fee of thirty dollars (\$30) for the first reinspection. For each additional reinspection, the applicant shall pay forty dollars (\$40).
- (6) The fee for the first reinspection after a notice of violation is issued shall be forty dollars (\$40), each additional reinspection fee shall be fifty dollars (\$50). This fee is in addition to any fines that accrue because of the violation.
- (7) The City Council shall have the authority to adjust all inspection fees.

**§ 113.05 Odor, Noise, and Lighting**

**(a) Generally.**

The keeping of Chickens authorized by this Section shall not create a nuisance and shall be conducted in a manner that does not disturb the quiet enjoyment of abutting Property Owners or Residents.

**(b) Odors.**

Odors from Chickens, Chicken manure, or other Chicken related substances shall not be perceptible at the property boundaries.

**(c) Noise.**

Perceptible noise from Chickens shall not be loud enough at the property boundaries to disturb persons of reasonable sensitivity.

**(d) Lighting.**

- (1) Only motion-activated lighting, used to light the exterior of the Henhouse, shall be permitted.
- (2) Lighting may not be directed toward, or shine on to, abutting properties.
- (3) Lighting may not cause a disturbance or nuisance to abutting properties.

**§ 113.06 Predators, Rodents, Insects, Parasites and Illness**

**(a) Prevention.**

The Property Owner, and Permit Holder if they are different, shall be responsible for and shall take all necessary steps to reduce the attraction of rodents and predators, and prevent the infestation of insects and parasites.

**(b) Infestation.**

Chickens found to be infested with insects or parasites, or with infection that could result in a health or safety risk to human habitation, may be removed by the City, at its discretion. The cost of such removal shall be the responsibility of the Property Owner and Permit Holder.

**(c) Remediation.**

If the CEO determines that the Property Owner, and Permit Holder if they are different, is wholly or partially responsible for any infestation of insects, parasites, rodents, or other predators, said Property Owner and Permit Holder shall be responsible for the costs of any necessary mitigation or remediation work.

**(d) Illness.**

The Property Owner, and Permit Holder if they are different, shall promptly comply with all local, state, and federal rules, regulations, and guidance regarding illnesses, up to and including removal of the Chickens. If the Property Owner and Permit Holder fail to comply, the CEO shall take any necessary compliance steps and the Property Owner and Permit Holder shall be wholly responsible for any costs fees incurred by the City as a result.

**§ 113.07 Waste Storage and Removal**

The following provisions must be made for the sanitary storage and removal of Chicken manure and other waste products related to the keeping of Chickens.

**(a) Enclosed Manure Storage.**

All stored Chicken manure for composting or fertilizing shall be contained in a fully enclosed structure with a sealed roof or lid. No more than one (1) container of

manure, up to fifty-five (55) gallons in size, shall be stored on any Residential Lot permitted for the keeping of Chickens.

**(b) Manure Removal.**

All other Chicken manure not used for composting or fertilizing shall be promptly removed from the Residential Lot no less frequently than one (1) time a week.

**(c) Trash, Droppings and Uneaten Food.**

The Henhouse, Chicken Pen, and surrounding area must be kept free from trash, accumulated droppings, and other waste products generated from the keeping of Chickens. Uneaten Chicken feed shall be removed in a timely manner.

**§ 113.08 Dimensional Requirements**

**(a) Setbacks.**

- (1) Chicken Coops must be located a minimum of twenty (20) feet from any property line, or a minimum of fifty (50) feet from any dwelling unit located on an abutting property, whichever amount is greater.
- (2) Chicken Coops must be located a minimum of twenty (20) feet from any Dwelling Unit on the permitted Residential Lot.
- (3) Structures and containers for the storage of manure, either for composting and fertilizer or storage until regular sanitary disposal, must be located a minimum of twenty (20) feet from any property line, or a minimum of fifty (50) feet from any Dwelling Unit located on an abutting property, whichever amount is greater.
- (4) Structures and containers for the storage of manure, either for composting and fertilizer or storage until regular sanitary disposal, must be located a minimum of twenty (20) feet from any Dwelling Unit on the permitted Residential Lot.

**(b) Size Requirements.**

**(1) Henhouse**

- (A) A Henhouse must have a minimum of four (4) square feet per Chicken. For example, if you want a permit for six (6) Chickens, your Henhouse must be a minimum of twenty-four (24) square feet in size.
- (B) A Henhouse must have a minimum of seven (7) inches of perch per Chicken. For example, if you want a permit for six (6) Chickens, your Henhouse must have a minimum of forty-two (42) inches of perch space.
- (C) A Henhouse must have a minimum of one (1) nest box for every three (3) Chickens. For example, if you want a permit for six (6) Chickens, you would need a minimum of two (2) nest boxes in your Henhouse.

**(2) Chicken Pen**

(A) A Chicken Pen must have a minimum of ten (10) square feet per Chicken being kept. For example, if you have a permit for six (6) Chickens, you must have a minimum of sixty (60) square feet in your Chicken pen.

**(c) Lot Size.**

There is no minimum lot size required for the keeping of Chickens, however a lot must be able to meet the setback and size requirements set forth in this Section.

**(d) Setback Requirements Table.**

| SETBACK FOR STRUCTURES AND CONTAINERS  |                  |  |                                    |
|--|------------------|--|------------------------------------|
| Structure or Container   | Property Lines   | Dwelling Unit on Permitted Residential Lot | Dwelling Unit on Abutting Property |
| Chicken Coop   | Twenty (20) feet | Twenty (20) feet                           | Fifty (50) feet                    |
| Structures and containers for the storage of manure, either for composting and fertilizer or until regular sanitary disposal | Twenty (20) feet | Twenty (20) feet                           | Fifty (50) feet                    |

**(e) Size Requirements Table**

| SIZE REQUIREMENTS    |   |
|----------------------|---|
| Structure or Lot     | Requirement   |
| Henhouse             | Four (4) square feet per Chicken  |
| Henhouse Perch       | Seven (7) inches per Chicken  |
| Henhouse Nesting Box | One (1) nesting box per Chicken   |
| Chicken Pen          | Ten (10) square feet per Chicken  |
| Lot Size             | No minimum but must be able to accommodate minimum size requirements of Chicken Coop. |
| Manure Storage       | One (1) container, up to fifty-five (55) gallons in size                              |

**§ 113.09 Permits**

**(a) Permit required.**

If poultry is allowed subject to this Section, a Resident of a lot wishing to keep chickens on said lot shall obtain from the Code Enforcement Officer a permit and adhere to all requirements of this Section, and subject to the following restrictions.

**(b) Generally.**

- (1) A permit issued under this Section shall be valid for one year from the date it is issued. For each additional year, a renewal application must be submitted, and a renewal inspection shall take place to ensure the continued safe and sanitary keeping of Chickens in compliance with this Section.
- (2) If a permit expires, is surrendered, or revoked for any reason, a new permit may be issued for the same Residential Lot in the name of a different person.
- (3) There is no restriction on the species of Chicken that may be kept.
- (4) In the event the Permit Holder is absent from the property for longer than thirty (30) consecutive days, the permit shall automatically terminate and become void.
- (5) Only one permit shall be issued per Residential Lot at any given time, no matter how many Dwelling Units are located on the lot.
- (6) A permit for a Residential Lot with Multiple-Dwelling Use shall be issued on a first come, first served, basis.
- (7) The Property Owner, and Permit Holder if they are different, is required to promptly comply with all local, state, and federal guidance regarding illness in Chickens, including but not limited to Avian Flu.
- (8) Following notice and public hearing pursuant to § 113.11 or § 113.12, a permit to keep Chickens may be suspended or revoked by the City Council, or an order to remove Chickens and Chicken related structures be issued, where there is a risk to public health or safety, or for any violation of or failure to comply with any of the provisions of this Section, or any other applicable ordinance or law.

**(c) Personal Use Only.**

- (1) Up to a total of six (6) Chickens are allowed to be kept on Residential Lots for personal, non-commercial use by the Property Owner, or Permit Holder if they are different.
- (2) Chicken breeding or fertilizer production for commercial purposes is prohibited.
- (3) The slaughtering or processing of Chickens on Residential Lots is prohibited.
- (4) A permit to keep Chickens is personal to the Permit Holder and may not be assigned, transferred, or sold.

**(d) Transfer of Residential Lot Ownership**

- (1) A Permit Holder or Property Owner, if they are different, may not transfer their permit from one Residential Lot to another.

(2) Property Owner and Permit Holder are the Same.

If a Property Owner, who is also a Permit Holder, sells the Residential Lot that is listed on a current permit, the permit that is attached to that Residential Lot shall automatically terminate and become void.

(3) Residential Lots with Multiple-Dwelling Use.

If a Property Owner sells a Residential Lot which has a Two-Family Dwelling Unit or is in Multiple-Dwelling Use, with a Resident Permit Holder who shall continue to reside on the Residential Lot and keep Chickens under this Section, the new Property Owner and existing Permit Holder must submit a Notice of Residential Lot Sale to the Code Enforcement Officer within fourteen (14) days of the transfer of the property to the New Owner.

(A) The new Property Owner must certify that they understand, and will comply with the City permit requirements, the standards set forth for the keeping of Chickens, and the enforcement provisions set forth in this Section.

(B) Once the Notice of Sale is completed by the Resident Permit Holder and new Property Owner, no inspection will be required and the current permit shall continue to be valid until its original expiration date.

(C) If a Notice of Sale is not completed within fourteen (14) days from the date of transfer of the Residential Lot to the new Property Owner, the permit shall automatically terminate on day fifteen (15) and become void.

**(e) Permit Application Process.**

- (1) The initial fee for a permit shall be thirty dollars (\$30), with an annual renewal fee of twenty-five dollars (\$25). The City Council shall have the authority to adjust all permit fees.
- (2) The Resident and Property Owner, if different from the Resident, who will be keeping the Chickens shall certify, as part of the initial and renewal permit applications, that they understand, and will comply with the City permit requirements, the standards set forth for the keeping of Chickens, and the enforcement provisions set forth in this Section. A person applying for a permit to keep Chickens under this Section, who resides on, but does not own, the Residential Lot they intend to keep Chickens on, must obtain the written consent of the Property Owner. Additionally, the Property Owner will be required to fill out the Property Owner section of the permit application.
- (3) The Code Enforcement Officer shall issue a permit, or renew a permit, only if the Resident and Property Owner, if different from the Resident, has completed an application, demonstrated compliance with the criteria and

standards in this Section, paid the prescribed fee, and passed the inspection of the Residential Lot and Chicken Coop. The initial and renewal inspections shall not be scheduled until a completed initial or renewal application and fee is submitted.

- (4) The Code Enforcement Officer shall issue a written notice of approval or denial of an initial permit or renewal permit within fourteen (14) days of a completed inspection via first class mail.
- (5) Any material misstatement or omission by the Resident, or Property Owner if they are different, shall be grounds for denial, suspension or revocation of the permit issued pursuant to this Section.

#### **§ 113.10 Enforcement and Violations.**

- (a) The Code Enforcement Officer, or their designee, shall enforce the terms, conditions, regulations, or provisions of this Section or of any permit granted under this Section.
- (b) Failure to comply with the terms, conditions, regulations, or provisions of this Section or of any permit granted under this Section shall be a violation of this Section. Any violation of this Section shall be deemed to be a nuisance.
- (c) A license or permit issued under this Section may be suspended or revoked by the City Council after a public hearing. The Code Enforcement Officer shall provide written notice to the Permit Holder and Property Owner, if they are different, at the address listed in their application, of the proposed suspension or revocation and the grounds therefore. The public, and the Permit Holder and Property Owner, if they are different, shall be given at least seven (7) days' notice of the public hearing.
- (d) Any person who violates any provision of this Section or who fails to comply with the requirements of a permit for the keeping of Chickens commits a civil violation and shall be subject to the penalties and provisions set forth in § 1-8 of the Revised Code of Ordinances, City of Old Town. Each day such violation continues or is repeated shall constitute a separate violation. All penalties collected hereunder shall tenure to the City of Old Town). This fine is in addition to any reinspection fees.

#### **§ 113.11 Removal of Chickens**

- (a) Any violation of this Section, or of a permit issued pursuant to this Section, shall be grounds for an order from the City Council, after a public hearing, to remove the Chickens and/or Chicken Coop and related structures, including but not limited to the Henhouse, Chicken Pen, and waste storage structures.
  - (1) The Code Enforcement Officer shall provide written notice via certified mail, return receipt requested, and first-class mail, to the Permit Holder and Property Owner, if they are different, at the address listed in their application, of the proposed removal of the Chickens and/or Chicken Coop and related structures, and the grounds therefore. The public, and the Permit Holder and Property Owner, if they are different, shall be given at least seven (7) days' notice of the public hearing.

- (2) Removal of Chickens and/or Chicken Coop and related structures by order of the City Council shall be paid for by the Permit Holder and Property Owner, if they are different.

(b) If a Chicken dies, it must be disposed of promptly in a sanitary manner.

**§ 113.12 Appeals**

A person appealing the issuance, denial, suspension, or revocation of a permit issued pursuant to this Section, or of the removal of Chickens and/or Chicken Coop and related structures, may appeal to the Board of Appeals within thirty (30) days of the issuance of the decision or order being appealed.

**§ 113.13 Annual Report**

On or before December 31 of each year, the Code Enforcement Officer, or their designee, shall submit to the City Council a report with the following information:

- (a) The number of permits issued in the calendar year;
- (b) The number of complaints reported in the calendar year;
- (c) The nature of any enforcement activities; and
- (d) Any other information relevant to the oversight of provisions in this Section.

At the discretion of the City Council, the Code Enforcement Officer may present the report on a more frequent basis, such as quarterly or monthly, instead of once a year.

**§ 113.14 Table of Fees**

| <b>PERMIT AND INSPECTION FEES FOR THE KEEPING OF CHICKENS</b>                |      |
|--|------|
| <b>§113.10(e)(1): Initial Application (Includes First Inspection)</b>        | \$30 |
| <b>§113.10(e)(1): Annual Renewal Application (Includes First Inspection)</b> | \$25 |
| <b>§113.04(d)(5): First Re-Inspection Without Violation Issued</b>           | \$30 |
| <b>§113.04(d)(5): Additional Re-Inspections Without Violation Issued</b>     | \$40 |
| <b>§113.04(d)(6): Re-Inspection After Violation Issued</b>                   | \$40 |
| <b>§113.04(d)(6): Additional Re-Inspections After Violation Issued</b>       | \$50 |