

AGENDA

COMMITTEE ON ADMINISTRATION/INFORMATION SYSTEMS

February 19, 2013
Aldermen Greazzo, O'Neil,
Shea, Katsiantonis, Gamache

6:30 p.m.
Aldermanic Chambers
City Hall (3rd Floor)

1. Chairman Greazzo calls the meeting to order.
2. The Clerk calls the roll.
3. Request from the Police Department to sell one of the horses in the mounted unit.
Gentlemen, what is your pleasure?
4. Agreement between the County Sherriff's Office and the City regarding deputation of certain Police Department officers.
Gentlemen, what is your pleasure?
5. Communication from Jennie Angell, Information Systems Director, requesting approval of a contract extension between the City of Manchester and Fairpoint Centrex for the City's phone lines.
Gentlemen, what is your pleasure?

TABLED ITEMS

(A motion is in order to remove any item from the table.)

6. Presentation by Robert Cote, President of Brattle Consulting Group, Inc., regarding SubItUp.com and its impact on the Manchester Police Department.
(Note: Retabled on 8/30/2010; Police Department to evaluate through December 2010. Originally tabled 4/20/2010.)

7. Communication from Mayor Gatsas regarding water shutoff for non-payment of EPD bills.
(Note: Tabled 9/18/2012; City Solicitor to research NH RSAs.)

8. Communication from Timothy Soucy, 239 Wells Street, regarding an amendment to zoning ordinance 8.08 Agriculture and livestock.
*(Note: Tabled 9/18/2012; **Information and a draft ordinance revision have been submitted by the Planning & Community Development Director.**)*

9. If there is no further business, a motion is in order to adjourn.

Chief of Police
David J. Mara
Assistant Chief
Gary T. Simmons



Commission
Richard M. Bunker
Woullard H. Lett
William M. Clifford
Eva Castillo-Turgeon
Mark E. Roy

CITY OF MANCHESTER *Police Department*

January 30, 2013

Committee on Administration
Alderman Phil Greazzo; Chairman
One City Hall Plaza
Manchester, NH 03101

Dear Alderman and Committee Members;

The Manchester Police Department is requesting to be placed on the next Committee on Administration agenda to discuss the need to sell 'Jerry'; one of our two mounts presently attached to the Community Policing Division's Mounted Unit.

Jerry was purchased from a farm in Buckfield, ME on August 15, 2012 after Shorty needed to be retired due to a degenerative condition that prohibited him from accepting a rider. Shorty had been in the service of the City since 2001. Jerry had been purchased with funds that had been bequeathed to the Mounted Unit in support of the program.

After receiving custody of Jerry, we began a training program designed to enable him to perform various patrol operations. Although he had demonstrated progress throughout his training, culminating in him participating in patrol operations in the downtown area, he unexpectedly resisted accepting a rider. In fact, Officer Lachance was thrown by Jerry while on patrol in Veteran's Park on October 15, 2012.

Despite an effort to work with Jerry, and after consultation with several professionals, we have reached the conclusion that Jerry does not meet our standards as it concerns urban mounted police patrols or special operations.

With approval, we expect to sell Jerry and purchase a new mount in the immediate future with the donated funds that remain in the account in combination with the proceeds generated by the sale of Jerry.

Thank you for your careful consideration.

Sincerely,

Richard Reilly
Captain, Community Policing Division

Michael L. Briggs Public Safety Building
405 Valley Street • Manchester, New Hampshire 03103 • (603) 668-8711 • FAX: (603) 668-8941
E-mail: ManchesterPD@manchesternh.gov • Website: www.manchesterpd.com

A NATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY





Office of the Sheriff
HILLSBOROUGH COUNTY



Sheriff James A. Hardy

Agreement
Between
Sheriff James A. Hardy
Hillsborough County Sheriff's Office
And
City of Manchester, NH

Deputation of Certain Manchester Police Department Officers

This Agreement is made this ___ day of January, 2013 between Hillsborough County Sheriff James A. Hardy and the City of Manchester, NH.

Whereas the City of Manchester, NH has a police department in which certain officers are assigned to duties for the specific purpose of enforcing statutes related to controlled drugs and Internet Crimes Against Children; and

Whereas the City considers it is essential to the mission of the police department that these assigned officers have Statewide law enforcement authority; and

Whereas a Deputy Sheriff has statewide law enforcement authority;

The Parties agree that, subject to the limitations set forth in this Agreement, Sheriff James A. Hardy in his official capacity as the Hillsborough County Sheriff will deputize certain law enforcement officers employed by the City of Manchester. The Parties further agree that Sheriff James A. Hardy, in his official capacity as the Hillsborough County Sheriff, in performing this service at the request of the City of Manchester is acting as a State and Constitutional Officer, and in accordance with the provisions of this agreement is entitled to defense and indemnity from claims arising from the deputations bestowed at the request of the City of Manchester, NH.

Term:

1. This agreement is effective from the date of signature and shall remain in effect until January 7, 2015, unless sooner terminated in accordance with this agreement.
2. Either party may terminate this agreement by thirty (30) days written notice to the other party.

Authority/Credentials/Equipment/Supervision:

3. The City of Manchester shall issue the individuals deputized pursuant to this agreement photo identification and badges in the name of the City of Manchester, NH.

4. The individuals deputized pursuant to this agreement shall use their law enforcement authority as a Deputy Sheriff only as directed by the Manchester Police Department.
5. The City of Manchester shall be responsible for equipping and training law enforcement officers deputized pursuant to this agreement.
6. City of Manchester, agrees that all deputized Manchester Police Department personnel shall be considered City of Manchester employees or agents and the City of Manchester shall be responsible for payment of all worker's compensation, unemployment, social security and other payroll taxes including contributions from them when required by law.
7. The Sheriff or his designee may suspend the law enforcement authority arising from deputation pursuant to this agreement at any time without cause.
8. Throughout the period of deputation, the deputized law enforcement officer shall remain an employee of the City of Manchester, NH and will remain subject to all applicable rules of conduct, performance, training and reporting requirements established by the City of Manchester, NH.
9. The Sheriff, without relinquishing his authority of supervision, hereby assigns authority to supervise arising from his power of appointment to the Manchester Police Department to the extent necessary for the City of Manchester, NH to exercise command and control over the law enforcement activities of the deputized individuals taken pursuant to or employment by the City of Manchester, NH.
10. At all times when acting under the direction of the City of Manchester, NH and acting within the scope of his or her official Manchester duties for the City of Manchester , NH and pursuant to the law enforcement authority arising from deputation pursuant to this agreement, the deputized law enforcement officers shall be an officer or official of the City of Manchester, NH and entitled to defense and indemnification against any claim or civil action brought against him or her when the City of Manchester is obligated to defend and indemnify the officer.
11. Whenever individuals deputized pursuant to this agreement exercise authority as a deputy sheriff, the City of Manchester, NH shall immediately notify the Hillsborough County Sheriff or his designee of the time, place, and details of said exercise of authority.
12. In the event that any law enforcement officer employed by the City of Manchester, NH and deputized pursuant to this agreement is suspended from duty or separated from employment, the City of Manchester is required to notify the Hillsborough County Sheriff or his designees within four (4) hours. Upon notice or information of any pending or actual disciplinary action and/or investigation or separation from employment, the Hillsborough County Sheriff, at his sole discretion, may suspend or terminate the individual's authority as a deputy sheriff.

13. The parties agree and understand that the Sheriff or his designee retains the authority to suspend, terminate or otherwise administratively remove any deputation under this agreement. The Sheriff agrees to notify the City of Manchester within 4 hours of such action.

Firearms Qualifications/Training:

14. The City of Manchester certifies that any individual employed by the Manchester Police Department that is proposed for deputation has successfully completed firearms training and qualifications, and use-of-force training within the past year, which satisfy the requirements of New Hampshire law and the regulations issued by the New Hampshire Police Standards and Training Council, including, but not limited to POL 404.03. The City of Manchester shall ensure that said training is updated annually and provide copies of said certifications within 30 days of submission of said information to the New Hampshire Police Standards and Training Council.

Evaluation of Suitability/Background Investigations

15. The City of Manchester shall provide the Hillsborough County Sheriff with a certification that the individuals proposed for deputation pursuant to this agreement is of suitable character and experience and that the requirements of New Hampshire law and New Hampshire Police Standards and Training Council regulations regarding background investigations and fitness for duty evaluations have been satisfied.
16. The Hillsborough County Sheriff or his designee shall, upon request, be granted full access to the personnel files and files of the New Hampshire Police Standards and Training Council of individuals proposed for deputation and/or deputized pursuant to this agreement and if, at the Sheriff's sole discretion, he determines that an individual is not suitable for deputation, said Hillsborough County Sheriff is under no obligation to deputize or revoke deputation of the individual and his decision shall be subject to defense and indemnification by the City of Manchester

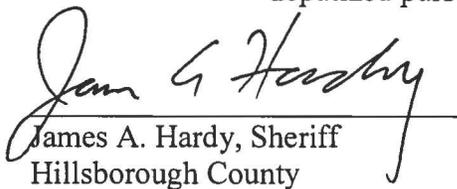
Insurance and Indemnification:

17. The City of Manchester shall provide worker's compensation benefits coverage in an amount sufficient to satisfy the requirements of RSA 281-A or any other applicable law. The parties agree that the Hillsborough County Sheriff shall not be responsible for providing worker's compensation benefits coverage for individuals deputized pursuant to this agreement.

18. The City of Manchester hereby agrees to protect, defend, indemnify and hold Hillsborough County and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including but not limited to, the amounts of judgments, penalties, interests, court costs, legal fees and all other expenses incurred by Hillsborough County arising in favor of any party including claims, liens, debts, personal injuries including injuries sustained by employees by Hillsborough County, death or damage to property (including property of Hillsborough County) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of the deputation of members of Manchester Police Department personnel. The City of Manchester agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits at the sole expense of the City of Manchester, inclusive of all claims and demands that arise from or relate to the County or its Officials' jurisdiction, authority, role, actions, inactions, or alleged responsibilities in relation to deputized Manchester Police Department officers, as well as all claims which arise from or relate to the actions of the deputized officers themselves, regardless of the alleged capacity in which they acted.

The City of Manchester also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

This agreement is not intended to create any cause of action in favor of any third party against the City of Manchester or Hillsborough County or to enlarge in any way the City of Manchester's liability, but is intended solely to provide for indemnification of Hillsborough County and its Sheriff from defense costs and liability for damages or injuries third persons or property arising from the operations or activities involving Manchester Police Department personnel deputized pursuant to this agreement.


James A. Hardy, Sheriff
Hillsborough County

Theodore L Gatsas, Mayor
City of Manchester, NH

STATE OF NEW HAMPSHIRE
HILLSBOROUGH, SS.

On this ___ day of January 2013, personally appeared Theodore L. Gatsas, Mayor of the City of Manchester, NH in his official capacity, known to me to be individual whose name is subscribed to the foregoing agreement, and acknowledged that he executed same with the full authority for the purpose therein contained.

Before me,

Justice of the Peace/Notary Public

STATE OF NEW HAMPSHIRE
HILLSBOROUGH, SS.

On this 2nd day of January 2013, personally appeared James Hardy, Hillsborough County Sheriff in his official capacity, known to me to be individual whose name is subscribed to the foregoing agreement, and acknowledged that he executed same with the full authority for the purpose therein contained.

Before me,

Constance Beaulac
Justice of the Peace/Notary Public



Jennie Angell
Director, Information Services



CITY OF MANCHESTER
Information Systems Department

February 11, 2013

Alderman Phil Greazzo
Committee on Administration and Information Systems
One City Hall Plaza
Manchester, NH 03101

Dear Alderman Greazzo;

I am requesting a recommendation from the Committee on Administration and Information Systems to approve the Fairpoint Centrex contract extension. The majority of the phone lines used by City departments including School come under this contract. The City currently has 679 lines in approximately 80 buildings.

Because of new technology deployed at the Municipal Complex, the City has eliminated 53 lines since last year and anticipates further reductions of 125-185 lines in other departments this year.

There are two modifications to this contract from last year. The first reduces the Monthly Line Rate from \$9.34 per month per line to \$8.52. This reduction is being put in place to offset a new fee of \$.82 for the Access Recovery Charge that is now in place. The second modification allows the City to remove up to 200 lines without penalty which accommodates potential technology upgrades in City phone systems.

The total cost of this service is still the least cost solution for departments that have older phone equipment. The current contract expires on March 26, 2013.

I am available at your convenience if you have any questions.

Sincerely,

Jennie Angell
Director of Information Services

**Fourth Amendment
to
Service Agreement for Centrex Services**

This Amendment of Service Agreement for Centrex Service is made this as of the last signature date below by and between Northern New England Telephone Operations LLC DBA FairPoint Communications-NNE with offices at 521 East Morehead Street, Ste. 250, Charlotte, NC 28202, and City of Manchester, with a principal place of business at 100 Merrimack Street, Manchester, New Hampshire (“Customer”) (hereinafter together “the Parties”).

WHEREAS, Customer and Verizon entered into and executed an Agreement for CENTREX services on February 2, 2003, and amended on December 19th, 2007. The Agreement for CENTREX Services was assigned to FairPoint Communications-NNE on April 1st, 2008 and amended on February 3rd, 2011 and March 8th, 2012.

WHEREAS, Customer and FairPoint Communications-NNE desire to extend the Agreement as set forth below.

NOW, THEREFORE, the Parties hereby to amend the agreement as follows:

- 1) Service Period. The Term for Centrex services is hereby extended and renewed for an additional twelve (12) month period beginning March 27th, 2013 and ending March 26th, 2014 (“Fourth Extended Term”).
- 2) Parties agree to change the Monthly Line Rate to \$8.52 per line to account for the Access Recovery Charge (ARC). Customer will be charged \$.82 per line for the ARC. The ARC rate may be subject to change.
- 3) Customer may terminate up to two hundred (200) of the 679 Centrex lines currently in operation without ordinarily applicable early termination charges.
- 4) All other rates, terms and conditions shall remain in full force and effect.

Agreed and Accepted:

Northern New England
Telephone Operations LLC
DBA FairPoint Communications-NNE

City of Manchester

Print Name: Karen Romano

Print Name: _____

Signature: _____

Signature: _____

Title: AVP, Government and Education

Title: _____

Date: _____

Date: _____

**Third Amendment
to
Service Agreement for Centrex Services**

This Amendment of Service Agreement for Centrex Service is made this 4th day of November 2011 by and between Northern New England Telephone Operations LLC DBA FairPoint Communications-NNE with offices at 521 East Morehead Street, Ste. 250, Charlotte, NC 28202, and City of Manchester, with a principal place of business at 100 Merrimack Street, Manchester, New Hampshire ("Customer") (hereinafter together "the Parties").

WHEREAS, Customer and Verizon entered into and executed an Agreement for CENTREX services on February 2, 2003, and amended on December 19th, 2007. The Agreement for CENTREX Services was assigned to FairPoint Communications-NNE on April 1st, 2008 and amended on February 3rd, 2011.

WHEREAS, Customer and FairPoint Communications-NNE desire to extend the Agreement as set forth below.

NOW, THEREFORE, the Parties hereby to amend the agreement as follows:

- 1) Service Period. The Term for Centrex services is hereby extended and renewed for an additional twelve (12) month period beginning March 27th, 2012 and ending March 26th, 2013 (the "Third Extended Term").

- 4) All other rates, terms and conditions shall remain in full force and effect.

Agreed and Accepted:

Northern New England
Telephone Operations LLC
DBA FairPoint Communications-NNE

City of Manchester

Print Name: Karen Romano

Print Name: Theodore Gatsas

Signature: Karen B Romano

Signature: Theodore Gatsas Mayo

Title: AVP, Government and Education

Title: Mayor

Date: 3/8/2012

Date: 3/7/2012

**Second Amendment
to
Service Agreement for Centrex Services**

This Second Amendment of the Service Agreement for Centrex Service is made this day of December, 2010 by and between Northern New England Telephone Operations LLC d/b/a FairPoint Communications - NNE ("FairPoint Communications - NNE") with offices at 521 East Morehead Street, Ste. 500, Charlotte, NC 28202, and the City of Manchester, with a principal place of business at 100 Merrimack Street, Manchester, New Hampshire ("Customer") (hereinafter, together, "the Parties").

WHEREAS, Customer and Verizon entered into and executed a Service Agreement for Centrex Services on February 2, 2003 (the "Agreement"), and amended on December 19, 2007 (the "First Amendment"). The Agreement was assigned to FairPoint Communications - NNE as successor in interest to Verizon effective March 31, 2008.

WHEREAS, Customer and FairPoint Communications - NNE desire to amend the Agreement to extend the Service Period and make further revisions as set forth below.

NOW, THEREFORE, the Parties hereby agree to amend the Agreement as follows:

- 1) Section 2 of Exhibit A to the Agreement; Service Period is hereby amended by adding the following text:

Customer shall purchase such Services for a period of not less than twelve (12) months following the execution of the Second Amendment by the Parties and receipt of regulatory approval (the "Second Extended Term"), with an option to renew for up to five additional twelve (12) month periods.

- 2) Section 1 of Exhibit A to the First Amendment; Initial Quantity and Charges is hereby amended by deleting the existing rates under that section and inserting the following rates in lieu thereof, and by adding the following text at the end of the section:

*Monthly Line Rate (including LNP, EAC, Unlimited Local Usage, and, if applicable, LPC) is \$9.34 per line. The monthly line rate consists of the following charges:
Station Line including Local Number Portability (LNP) - \$3.68 per line
Exchange Access (EAC) - \$2.36 per line
Unlimited Local Usage - \$3.30 per line

In addition to the Monthly Line Rate, the Customer will pay the Federal Subscriber Line charge of \$6.16 per line. The Federal Subscriber Line is subject to change.

In addition, the Customer will be responsible for the following taxes and surcharges.

E-911 Surcharge - \$0.57 per line (Capped at 25 lines)
Federal Universal Service Fund - \$0.17 per line
Federal Access Charge - \$1.50 per line

FairPoint Communications - NNE

Taxes and surcharges are subject to change.

Additional charges for the following moves, additions or changes:

Description of Service	Rate
Moves	\$50.00 per line
Adds	\$75.00 per line
Changes	\$75 per line
Changes to a Class of Service or Features	\$15.00 per line
Installation for new lines	\$75.00 per line

- 3) The City of Manchester School District may move its Centrex lines (approximately 282 lines) under its own separate agreement with FairPoint Communications - NNE at the rates, terms and conditions set forth in the Agreement and the First Amendment as amended herein. If the City of Manchester School District exercises its option to move its Centrex lines to its own separate agreement with FairPoint Communications – NNE, the applicable Monthly Line Rate (including LNP, EAC, Unlimited Local Usage, and, if applicable, LPC) will be \$9.84 per line. If this move occurs, the City of Manchester will not be charged ordinarily applicable termination liability nor will this loss of approximately 282 lines count against the City of Manchester’s ability to terminate 20% of the remaining lines without termination charges as set forth in the First Amendment.
- 4) All other rates, terms and conditions shall remain as stated in the Agreement and First Amendment for the duration of the Second Extended Term. If the Agreement, as amended, conflicts with the terms in the Response for Telephone Services #10-05, the Response for Telephone Services #10-05 shall take precedence.

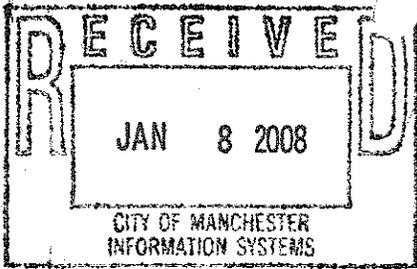
Agreed and Accepted:

**Northern New England Telephone
Operations LLC
d/b/a FairPoint Communications - NNE**

By: *Karen Romano*
Print Name: Karen Romano
Title: AVP, Government and Education
Date: 1/27/11

City of Manchester

By: *Theodore Gatsas Mayor*
Print Name: THEODORE GATSAS
Title: MAYOR
Date: 2/3/11



**FIRST AMENDMENT
TO
SERVICE AGREEMENT
FOR CENTREX SERVICES**

THIS AMENDMENT is made this 19th day of December, 2007, by and between the City of Manchester, with a principal place of business at 100 Merrimack Street, Manchester New Hampshire, (herein called "Customer") and Verizon Business Network Services Inc. on behalf of its affiliate Verizon New England Inc. ("Verizon"), a New York corporation having its principal place of business at 125 High Street, Boston, Massachusetts 02110.

WHEREAS Customer and Verizon entered into and executed an Agreement for CENTREX services on February 2, 2003,

WHEREAS, Customer and Verizon desire to amend the Agreement to extend the Service Period as particularly set forth below.

NOW, THEREFORE, the Parties hereby to amend the Agreement as follows:

- 1) All references to the word Intellipath are hereby deleted in their entirety and replace with the word "Centrex".
- 2) Service Period. Verizon will furnish and Customer will subscribe to, use, and pay for the Services under this Amendment for a period of not less than thirty-six (36) months following the execution of this Amendment by the Parties, installation, and if applicable, receipt of regulatory approval..
- 3) Exhibit A is amended as follows:
 - i) Section 1, Service and Quantities Commitment is hereby deleted in its entirety and is replaced with the Service and Quantities Commitment that is attached to this Amendment.
 - ii) Section 3, Termination Charges, Termination Charges and/or Shortfall Liability, is hereby deleted in its entirety and is replaced with the following:

"3. Termination Charges. Customer shall have the obligation to pay at the rates applicable under this Agreement for all lines of Service provided hereunder, including any additional lines, services or features specified in this Exhibit or subsequently ordered hereunder. During the Service Period, Customer may terminate a total of up to 20% of the total number of lines (i.e. initial quantity plus additional lines) of Service provided hereunder without liability for termination charges. If, prior to expiration of the Service Period, Customer cancels or terminates any Services, other than 20% of the total number of lines provided hereunder, Customer will be required to pay termination charges as follows: full monthly recurring charge for each terminated line, multiplied by the number of months remaining in the unexpired portion of the Service Period at the time of such termination or cancellation."
 - iii) Section 4, Addition Lines and Features is hereby amended by deleting all references of 10% and replacing them with 20%.
 - iv) Section 6, Additional Provisions, the following sub-bullets a, and c, are hereby deleted in their entirety and are replaced with the following;





"a. Conditions. The parties acknowledge that the rates and other terms of this Agreement are based on Customer's unique network design requirements, volume and term commitments, service mix, usage, existing facilities, incremental investment required, average loop length of 10,740 feet for Analog lines and 5,418 for ISDN lines, to the Customer's locations, and other cost and competitive characteristics, including average busy-season busy-hour traffic not exceeding 5 CCS (hundred calling seconds) per Centrex analog line, 36 CCS per Centrex ISDN BRI Line. Local service on the lines of Service provided hereunder will be obtained from Verizon pursuant to applicable tariffs."

"c. Service Continuation. (i) If, at the time of expiration of the Service Period, a new agreement or tariffed service arrangement with Verizon for the Services is not effective as defined above and Customer has not requested, in writing, disconnection of the Services, then the Services will be reverted to applicable tariff or other Commission-authorized rate(s) for the minimum service commitment period available. The applicable tariff or other Commission-authorized arrangement will govern the service arrangement prospectively, including rates, terms and conditions, which may include charges for termination prior to the end of the minimum tariff service commitment period. If there is no applicable tariff or other Commission-authorized service arrangement, then the Service will be subject to disconnection upon the expiration of the Service Period of this Agreement. If, upon expiration of the Service Period, there is a delay in reverting rates to the applicable tariff or other Commission-authorized rate(s), or in disconnecting the Services if no tariff or Commission-authorized service arrangement is available, the Service Period shall be deemed temporarily extended on a month-to-month basis until such reversion of rates or disconnection of Services is completed. In no event, however, will such temporary extension of the Service Period continue more than twelve months after the expiration of the initial Service Period. (ii) If Customer indicates to Verizon in writing that it desires to negotiate a new contract or tariffed service arrangement to continue or replace the Services provided for herein, the Service Period shall automatically be extended for a period not to exceed 60 days from the end of the initial Service Period to allow the parties to finalize a new agreement or to transition to a tariffed service arrangement. Written notice must be provided by Customer at least 30 days prior to the end of the initial Service Period. For purposes of this paragraph only, written notice may be by facsimile or electronic mail."

Except as modified and amended herein all other rates terms and conditions of the Agreement shall remain in full force and effect.

Verizon Business Network Services Inc. on behalf of VERIZON NEW ENGLAND Inc.

The City of Manchester

By: [Signature]

By: [Signature]

Title: Suleiman Hessami
VP Pricing/Contract Management

Title: Mayor

Date: 01/03/2008

Date: 12-19-07





1. **Initial Quantity and Charges.** Customer agrees to purchase Centrex Service ("Service") from Verizon New England ("Verizon") in the quantities, and at the Customer locations and at the rates and charges set forth below during the Service Period. Except as expressly set forth in this Agreement, the Service will be provided in accordance with the provisions of Verizon's applicable Tariffs, including Tariff N.H.-P.U.C.-No.83. Any other work, services or facilities will be provided subject to prevailing tariff rates and charges, or if no tariff is applicable, at Verizon's then-current retail rate. Customer agrees that all local exchange usage originating over the Service shall be purchased from Verizon at the applicable tariffed rates.

<u>Service</u>	<u>Quantity</u>	<u>Amount Attributable To Exchange Access Charge (EAC)</u>	<u>*Monthly Line Rate (including, EUCL, LNP, EAC, and, if applicable, LF)</u>
Centrex Analog lines Standard Feature List: Authorization Codes, Automatic Line, Automatic Route Selection, Call Forward- All Calls, Call Forward- Busy, Call Forward- Don't Answer, Call Hold, Call Pickup, Call Transfer, Call Waiting, Caller ID-Internal, Cancel Call Waiting, Console Display, Consultation Hold, Direct Inward Dialing, Direct Outward Dialing, Directed Call Pickup, Distinctive Ringing, Dual-Tone Multifrequency (DTMF), Fully Restrictive Service, Intercept to Common Announcements, Line Hunting, Night Service, Speed Dialing- Group Long List, Speed Dialing- Individual Long List, Speed Dialing- Individual Short List, Station-to-Station Dialing, Three Way Calling, and Toll Restricted Service, Attendant Call Transfer, Attendant Conference, Attendant Control of facilities, Attendant Package: Attendant Camp-on, Attendant Direct Station Select, Attendant ID on Incoming Calls, Multiposition Hunt, Non-Datalink Attendant Console, Source Billing for Attendant, Uniform Call Distribution ("UCD").	741	\$2.36	\$15.57
Centrex ISDN line, 2B+D Alternate CSV/CSD, CSD Standard Feature List: National ISDN 2 Base RTU (NIS2RTU), NISDN 5E11 Packager per BRI, Standard BRI Base, Deluxe CSD per Standard BRI, Basic Data for CSD & X.25, Delux PSD per Standard BRI, BRI Data Services for D & B Channel Packet, BRCS Supplementary Services, Essential Service Protection per BRI, ISDN Electronic Directory Service, Automatic Customer Station Rearrangement per BRI, ISDN Basic Attendant Service RTU per BRI, ISDN Attnd Group Overload Warning , ISDN Attnd Remote Busy Verification, ISDN Attnd Offered Load Statistics.	11	\$2.36	\$56.00

The following feature will be provided at the following additional rate:

- CallMax Deluxe - \$3.00 per line equipped
- T1 Terminations-\$300.00 per T1 Termination





CENTREX optional features included in the above Centrex line rate:
Caller ID with Number and Name
Virtual Numbers
CMAC
SMDR

*The current tariff exchange usage rate of \$3.30, is included in the per line rates listed above. This rate is subject to change over the term of the Service Period and is billed in accordance with the applicable tariff.

Nonrecurring tariff charges (excluding Premise Work charges) are included in the monthly line rates for the Initial Line Quantity. Tariff nonrecurring charges apply to the installation of additional lines. Tariff nonrecurring charges also apply to changes made to initial and additional lines, including relocations and feature activations.

Monthly Rates. Customer agrees to pay the Monthly Line Rate stated above for Service throughout the Service Period. The Monthly Line Rate includes the Federal End-User Common Line charge ("EUCL"), Local Number Portability Charge ("LNP"), Exchange Access Charge ("EAC"), and Line Port Charge ("LPC") if and to the extent applicable, and such Monthly Line Rate will not change during the Service Period regardless of any subsequent changes in, or elimination of, the applicable EUCL, LNP, EAC, or LPC charges (any increases or decreases in such EUCL, LNP, EAC, or LPC charges will be offset on Customer's bill so that the combined charges for such line, EUCL, LNP, EAC, and LPC will remain the same). The current analog EUCL is \$6.39, the current ISDN EUCL is \$6.39, and the current ISDN Line Port Charge is \$1.90. The Monthly Line Rate is guaranteed against Verizon-initiated change during the Service Period provided Customer maintains the minimum quantity of Services as set forth hereunder. In addition, Customer will pay all applicable taxes and any applicable service connection charges, nonrecurring charges and tariff surcharges, including Exchange Usage charges, that may be required under applicable laws or tariffs.





SERVICE AGREEMENT
(Intrastate ICB)

COPY

Customer Name	City of Manchester ("Customer")	Main Billing Tel. No:	603 624-6300
and address:	100 Merrimack, Manchester NH 03101	ICB Case No.	2002-232230

Services. Customer hereby requests and agrees to purchase from the undersigned Verizon company ("Verizon") the services identified in Exhibit(s) A attached to this Agreement, and as further described in Verizon's applicable tariffs, (the "Services") for the service period stated in the attached Exhibit applicable to such Service (the "Service Period"), subject to Verizon's receipt of any necessary regulatory and other governmental approvals required to provide the Services under the terms hereof. The Services will be provided under the terms of this Agreement to the Customer locations specified in the attached Exhibit(s).

Charges. Customer will pay the rates and charges set forth in the attached Exhibit(s) and shall also pay all applicable taxes, fees, and charges, including Federal End User Common Line Charges, charged pursuant to applicable law, regulations, or tariffs in connection with the Services. If Customer cancels or terminates this Agreement or any Services prior to expiration of the Service Period, Customer will promptly pay to Verizon termination charges as set forth in the applicable Exhibit(s). Any tariffed back billing limitations otherwise applicable to the Services shall not apply under this Agreement.

Notices. Notices under this Agreement shall be sent by first-class U.S. mail, postage prepaid, to Customer at the address specified above, and to Verizon at Verizon National Contracts Repository, MC:HQW02L25, 700 Hidden Ridge, Irving, TX, 75038. Notices shall be deemed effective five business days after such mailing.

Miscellaneous. (a) Neither party will disclose the terms of this Agreement to any other person without the prior written consent of the other party, except as may be necessary to comply with applicable law, regulation, or filing requirements.

(b) In the event of a claim or dispute, the law and regulations of the jurisdiction in which Verizon provides to Customer the particular Service that is the subject of such claim or dispute shall apply. This Agreement and its provisions shall not be construed or interpreted for or against any party hereto because that party drafted or caused that party's legal representative to draft any of its provisions.

(c) No liability shall result from Service failures caused by fires, floods, severe weather, acts of government or third parties, strikes, labor disputes, inability to obtain necessary equipment or services, or other causes beyond such party's reasonable control.

(d) If any provision of this Agreement or the provision of any Service under the terms hereof is illegal, invalid, or otherwise prohibited under applicable law or regulation in any State or jurisdiction, or does not receive any governmental or regulatory approval required by law in any State or jurisdiction, then this Agreement shall be construed as if not containing such provision or requiring the provision of such invalid, illegal, prohibited, or unapproved Service in such State or jurisdiction.

(e) Verizon may assign or transfer part or all of this Agreement to any affiliate or successor to substantially all of its assets in the locations where Service is provided hereunder. Upon reasonable prior written notice to Verizon, Customer may assign or transfer this Agreement to any company that is the successor to substantially all of its assets, provided all charges for Services provided prior to such transfer or assignment are paid in full when due. Except as otherwise required by applicable law or regulation, all other attempted assignments shall be void without the prior written consent of the other party.

(f) Except as otherwise required by applicable law or regulation, the Services provided hereunder may not be resold by Customer.

Tariffs and Limitation of Liability. The terms and conditions that shall apply in connection with these Services, and the rights and liabilities of the parties, shall be as set forth herein and in all applicable tariffs now or hereafter filed with the applicable state regulatory commission and/or the Federal Communications Commission. In no event shall Verizon be liable for any special, indirect, incidental, or consequential damages arising in connection with this Agreement or the provision of any Services, whether claim is sought in contract, tort (including negligence), strict liability or otherwise. This Agreement (including the Exhibits attached hereto) and all applicable tariffs constitute the entire agreement between the parties and shall supersede all prior oral or written quotations, communications, negotiations, representations, understandings or agreements made by or to any employee, officer, or agent of any party on the subject matter hereof. This Agreement may not be modified or rescinded except by a writing signed by authorized representatives of each party.

AGREED AND ACCEPTED:

City of Manchester (Customer)
 By Robert A. Bains
 Name/title Mayor
 Date 2.4.03

VERIZON New England Inc.
 By Carole Levesque
 Name/title Carole Levesque-Regional Sales Manager
 Date January 29, 2003



Verizon company name: Verizon New England Inc. (referred to in this Exhibit as "Verizon")
 State: New Hampshire
 Customer name: City of Manchester
 ICB Case No.: 2002-232230

1. Services and Quantity Commitments. Customer agrees to purchase the following Services from Verizon at the rates set forth below and in quantities set forth below for the Service Period identified below. Any other work, services or facilities required will be provided subject to prevailing tariff rates and charges, or if no tariff is applicable, at Verizon's then-current retail rate.

Intellipath II Centrex Service	Quantity	Amount Attributable to Exchange Access ("EAC")	Monthly Line Rate* (including EUCL, EAC, and, if applicable, LPC)	Non-recurring Charges Intellipath Centrex II
Analog Voice	707	\$4.01	\$17.16	Tariff
Integrated Services Digital Network ("ISDN") 2B+D, Alternate Circuit Switched Voice ("CSV") / Circuit Switched Data ("CSD"), CSD	20	\$4.01	\$62.06	Tariff

***Monthly Rates.** Customer agrees to pay the Monthly Line Rate stated above for Service throughout the Service Period. The Monthly Line Rate includes the Federal End-User Common Line charge ("EUCL"), Exchange Access Charge ("EAC"), and Line Port Charge ("LPC") if and to the extent applicable, and such Monthly Line Rate will not change during the Service Period regardless of any subsequent changes in, or elimination of, the applicable EUCL, LNP, EAC, or LPC charges (any increases or decreases in such EUCL, LNP, EAC, or LPC charges will be offset on Customer's bill so that the combined charges for such line, EUCL, LNP, EAC, and LPC will remain the same). The LNP is not included in this rate and will be added to the above monthly rate as long as applicable. As of the execution of this Agreement, the current analog EUCL is \$7.13, the current ISDN EUCL is \$6.39, and the current ISDN Line Port Charge is \$1.90. The Monthly Line Rate is guaranteed against Verizon-initiated change during the Service Period provided Customer maintains the minimum quantity of Services as set forth hereunder. In addition, Customer will pay all applicable taxes (unless exempt under applicable law) and any applicable service connection charges, nonrecurring charges and tariff surcharges, including Exchange Usage charges, that may be required under applicable laws or tariffs, and Verizon will provide to the City of Manchester 30 days written notice prior to any such changes.

2. Service Period. Service Period and Cutover. Customer shall purchase such Services for a period of sixty (60) consecutive months following the execution of this Agreement, installation of the Service (if not previously installed and cutover), and receipt of all necessary regulatory and other governmental approvals that may be required prior to the provision of such Services under the terms hereof. Billing at the rates set forth herein for any existing lines of Service to be provided hereunder shall commence as of the start of the first monthly bill period following execution of this Agreement by both parties and receipt of all necessary regulatory and governmental approvals. Billing for any new lines to be provided hereunder shall commence as of the date each such line is cutover. Cutover of new lines of Service ordered hereunder will be scheduled to be cutover on a date to be mutually agreed upon by both parties. The Service Period for all lines of Service to be provided hereunder (both new and existing) will be deemed to commence as of the date that cutover of the lines of Service initially ordered hereunder is substantially completed

3. Termination Charges. Termination Charges and/or Shortfall Liability:

During the Service Period, Customer shall have the obligation to pay at the rates applicable under this Agreement for all lines of Service provided hereunder, including any additional lines, services or features specified in this Exhibit or subsequently ordered hereunder. During the Service Period, Customer may terminate a total of up to 10% of the total number of lines (i.e. initial quantity plus additional lines) of Service provided hereunder without liability for termination charges. If, prior to expiration of the Service Period, Customer cancels or terminates any Services, other than 10% of the total number of lines provided hereunder, Customer will be required to pay termination charges as follows: \$17.16 for each terminated Intellipath (analog) line, and \$62.06 for each terminated Centrex ISDN line, multiplied by the number of months remaining in the unexpired portion of the Service Period at the time of such termination or cancellation. Any such termination liability charge shall be due and payable in one lump sum within thirty (30) days of billing.



4. Additional Lines and Features. Customer may request the addition of up to 10% more lines of Service than the quantity initially ordered hereunder at the locations listed below. Provided Verizon has suitable facilities available to provide such additional Service at such location(s) at costs substantially similar to the cost to provide the initial quantity of Service ordered for the locations listed below, Verizon will provide such Service at the same Monthly Line Rate hereunder, and no written amendment to this Agreement will be necessary. If Customer wishes to increase the number of lines of Service by more than such 10% increase, or increase traffic levels to exceed the 5 CCS referred to below, then Verizon reserves the right to determine if a different Monthly Line Rate will be required. If Verizon does not require a different Monthly Line Rate, then such additional lines may be provided hereunder at the applicable above Monthly Line Rate and a written amendment will not be required unless requested by Verizon. If a different Monthly Line Rate is required by Verizon, then Verizon will determine the applicable rate and present it to Customer for its consideration. Verizon shall not be required to provide any such additional Services until and unless both parties mutually agree in writing to any such different Monthly Line Rate. The Service Period for all such additional lines of Service, or additional services or features, shall be coterminous with the Service Period set forth herein unless otherwise agreed in writing.

If Customer requests an Intellipath line type different from the type(s) of line previously provided hereunder, an amendment to this Agreement, signed by both parties and setting forth the applicable rates and any other additional provisions, may be required by Verizon prior to the provision of any such different line type.

5 Relocation, Additional Locations. During the Service Period, Customer may request that Service be provided to locations in addition to, or in replacement of, the Locations listed below. Provided suitable facilities are available to provide such requested Service to such location(s), Verizon shall determine the additional recurring and/or non-recurring charges to be required for the provision of any such Service to any such locations and, upon Customer's written acceptance of such charges, the requested Service will be provided to such location(s). The charges for Service at any new locations will reflect costs and features associated with such location; and provided Customer commits to an equal or greater number of lines at the new location for an equal or greater term, Verizon will reduce the termination charges that would otherwise apply to the original location based upon Verizon's estimate of the extent to which it will re-use the network facilities at such location to serve other customer(s) within a reasonable period of time. Except as may be otherwise agreed in writing signed by both parties, all of the provisions of this Agreement apply to the provision of any such Service to any such locations.

6 Additional Provisions.

a. Conditions. The parties acknowledge that the rates and other terms of this Agreement are based on Customer's unique network design requirements, volume and term commitments, service mix, usage, existing facilities, incremental investment required, average loop length of 4,502 feet to the Customer's locations, and other cost and competitive characteristics, including average busy-season busy-hour traffic not exceeding 5 CCS (hundred calling seconds) per Intellipath analog line. Local service on the lines of Service provided hereunder will be obtained from Verizon pursuant to applicable tariffs.

b. Channels. Tariff rates and regulations apply for intraoffice and interoffice channels and channel terminations.

c. Service Continuation Upon Expiration of Service Period. If, at the time of expiration of the Service Period, a new agreement with Verizon for the Services is not effective, and Customer does not request discontinuance of the Services in writing, then the Services will be continued on a month-to-month basis billed at the month-to-month tariff rates then applicable to such Service, or, if no tariff is applicable, at Verizon's then-current retail rate, except that Services shall then be subject to termination by either party upon thirty (30) days' prior written notice to the other party.

d. Detariffing. In the event any of the Services are hereafter detariffed, then the terms of the tariffs in effect immediately prior to such detariffing shall be deemed to be incorporated by reference and shall continue to apply to the provision of the Service to the same extent as such tariffs applied hereunder prior to such detariffing.

e. Facilities. Additional charges may be required if suitable facilities are not available to provide Services at any locations, or if any additional work, services, or quantities of Services are provided. In the event installation of additional network facilities is required to provide Services, Verizon will inform Customer of such applicable charges, and Verizon will install such facilities only

f. Local and IntraLata usage is in addition to the monthly service charges herein, and are subject to the applicable governing tariff rates.



g. All the features that are in the current contract can be included in this Agreement. Request for additional features will be handled on an individual case-by-case basis.

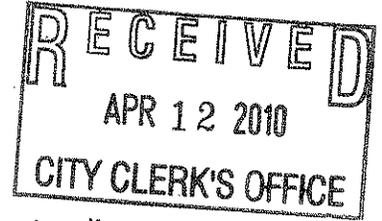
7. **Locations.** The Services shall be provided to Customer under the terms hereof at the following locations. Other Customer locations may be added to this Agreement only upon mutual assent of the parties.

Location	Analog	ISDN 2B+D
196 Bridge St.	37	
175 Ammon Dr.	11	
765 Brown Ave.	5	
777 Bridge St.	3	
1581 Lakeshore Rd.	6	
567 Cohas Ave.	1	
100 Merrimack St.	33	3
66 Hanover St.	4	1
889 Elm St.	6	
351 Chestnut St.	32	6
33 Harvey Rd.	1	
300 Winston St.	14	1
76 Main St.	6	
405 Pine St.	9	
795 Elm St.	0	0
510 Chestnut St.	7	1
1 City Hall Plaza	80	
480 Hayward St.	3	
657 Dunbarton Rd.	1	
227 Maple St.	14	
203 Beech St.	2	
2021 Goffs Falls Blvd	5	
275 Clay St.	5	
281 Lincoln St.	19	
242 Hookset Rd.	1	
40 Electric St.	2	
32 Cleveland St.	2	
10 Chalet Ct	3	
333 Beech St.	16	
401 Wilson St.	7	
75 Parkside Ave.	15	
207 Lowell St.	23	
9 Notredame Ave.	25	
2519 Elm St.	7	
300 Youville St.	13	
223 James A. Pollack Dr.	6	
112 Reservoir Ave.	10	
1066 Hanover St.	6	
99 Sullivan St.	6	



20 Elm St.	5	
550 Lowell St.	9	
245 Bruce Rd.	5	
275 Jewitt St.	6	
140 S. Jewitt St.	11	
530 S. Porter	15	0
1 Crusader Way	19	
100 Aurora Ave.	7	
130 S. Jewitt St.	4	
625 Mammoth Rd.	8	
775 Elm St.	1	
35 Amherst St.	13	1
400 Kelly Ave.	7	0
1838 Elm St.	4	
50 Bridge St.	8	
1 Airport Rd.	61	1
709 Barrette Dr.	1	
108 Franklin St.	1	
500 Dunbarton St.	2	0
275 Maple St.	3	
555 Auburn St.	7	
148 Belmont St.	1	
169 Walker Rd.	2	1
440 Kelly Ave.	6	1
496 Dunbarton Rd/	1	
1500 S. Willow St.	1	
290 S. Mammoth Rd.	14	
404 Kelly Ave.	2	
74 Trahand St.		1
463 Kimball St.		1
217 Cedar St.	2	0
240 Hookset Rd.	1	
207 Wilson St.	1	1
50 S. Willow St.	1	
402 Kelly Ave.	15	
220 Hackett Hill Rd.	1	
177 Lake Ave.	1	1
121 Main Street	2	
1528 Elm Street	12	0





Mayor Gatsas,

My team and I would like to thank you for the opportunity to discuss SubItUp.com and its impact on the Manchester Police Department.

We would like to give a twenty to thirty minute presentation to the Committee on Administration at their earliest convenience. The goal of this presentation will be to outline SubItUp's functionality, address any questions and discuss scalability, integration and any other technical concerns.

We thank you in advance for your consideration.

A handwritten signature in black ink, appearing to be "R. Cote".

Robert Cote
President, Brattle Consulting Group, Inc.

*Pleesi Harlowt. Tested Item #12
Committee on Administration
August 30, 2010*

Mara, David

From: Hopkins, Jonathan

Sent: Tuesday, April 20, 2010 12:14 PM

To: Mara, David

Chief,

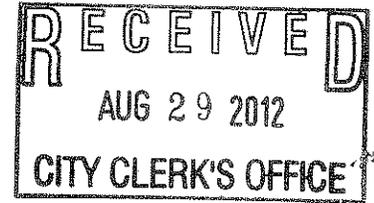
Sub It Up program in my opinion has been successful. We are the first police department to sign onto the system and have been the test market for the program. As with any new product there have been several small items that have needed to be tweaked to make the program do what we want it to do. The system continues to evolve and I do not believe it has reached its total potential.

We currently use the program to process all swaps and other time off request in the patrol division. We also use it to schedule all shifts for four month periods. The rosters are updated automatically as the time off is approved in the system. It is hard to tell if the system has saved us money and I do not believe it has at this point. What it has done however, is made time off request manageable by providing a clear record of the request. It provides us with information as to when request were made, who made them and how many swap are being done per month. This has made it easier for the OIC's to manage their shifts and manpower.

In my opinion the Sub It Up system is a good product and we should continue to use and evaluate it.

Capt. Hopkins

Tabled 9/18/12



CITY OF MANCHESTER

Theodore L. Gatsas
Mayor

August 29, 2012

The Hon. Board of Alderman
c/o City Clerk
One City Hall Plaza
Manchester, NH 03101

RE: Water Shutoff for non-payment of EPD bill

Dear Honorable Board of Aldermen,

I would respectfully request that the Board of Aldermen reconsider the decision regarding the shutoff of city water service for non-payment of city sewer bills.

Recently there was a fire at 333 Central Street where an absentee landlord continued to pay his water bill and neglected to pay his sewer bill. Since the fire in mid-August the building has been condemned and the city will be unable to recover the money owed to the Environment Protection Division (EPD) for sewer service. The current amount owed to EPD for sewer service at the 333 Central Street property is approximately \$6,000. The last payment made by the property owner for EPD service at this property was on July 24, 2009.

I have attached a statement, which includes property taxes and sewer delinquencies, for all properties owned by CGL properties (the current owner of 333 Central Street) in the City of Manchester.

Thank you in advance for your consideration of this matter.

Regards,

Theodore L. Gatsas
Mayor

In Board of Mayor and Aldermen
Date: 9/04/12
On motion of Ald. O'Neil
Seconded by Ald. Arnold
Voted to refer to the Committee on
Administration/Information Systems.

City Clerk

Account description		Property address/description				
Owner name		Tax account ID		Roll		
Yr	P	Billed amt	Tax due	Pen/int	Other +/-	Total due
				Per diem	Per diem	
0056 -0036		333 CENTRAL				
CGL PROPERTIES, LLC		3504 RE REAL ESTATE TAX				
2008	8L	4476.89	4449.39	2656.39	.00	27.50 7133.28
				2.19	.00	
2009	8L	8964.58	8937.08	3762.71	.00	27.50 12727.29
				4.41	.00	
2010	8L	8977.38	8949.88	2131.14	.00	27.50 11108.52
				4.41	.00	
2011	8L	7623.50	7596.00	471.85	.00	27.50 8095.35
				3.74	.00	
2012	1	3519.09	3519.09	65.99	.00	.00 3585.08
				1.16	.00	
Property totals		33,451.44			.00	42,649.52
33,561.44			9,088.08			110.00
Total per diem:			15.91		.00	
0056 -0036		333 CENTRAL				
CGL PROPERTIES, LLC		103504 WW WASTE WATER DELQ				
2009	8L	1150.74	1123.24	388.18	.00	27.50 1538.92
				.55	.00	
2010	8L	2112.23	2084.73	359.72	.00	27.50 2471.95
				1.03	.00	
2011	1	500.32	482.32	82.04	.00	18.00 582.36
				.16	.00	
2011	2	271.73	271.73	38.08	.00	.00 309.81
				.09	.00	
2011	3	282.14	282.14	31.10	.00	.00 313.24
				.09	.00	
2011	4	226.62	226.62	18.19	.00	.00 244.81
				.07	.00	
2012	1	483.40	483.40	24.33	.00	.00 507.73
				.16	.00	
Property totals		4,954.18			.00	5,968.82
5,027.18			941.64			73.00
Total per diem:			2.15		.00	
0102 -0015		59 LAUREL				
CGL PROPERTIES, LLC		6832 RE REAL ESTATE TAX				
2008	8L	94.60	67.10	40.06	.00	27.50 134.66
				.03	.00	
2009	8L	146.57	119.07	50.13	.00	27.50 196.70
				.06	.00	
2010	8L	146.72	119.22	28.39	.00	27.50 175.11
				.06	.00	
2011	8L	210.65	183.15	11.38	.00	27.50 222.03
				.09	.00	
2012	1	79.06	79.06	1.48	.00	.00 80.54
				.03	.00	
Property totals		567.60			.00	809.04
677.60			131.44			110.00
Total per diem:			.27		.00	
0102 -0016		51 LAUREL				
CGL PROPERTIES, LLC		6834 RE REAL ESTATE TAX				
2008	8L	3632.10	3604.60	2152.03	.00	27.50 5784.13
				1.78	.00	
2009	8L	7281.54	7254.04	3054.11	.00	27.50 10335.65
				3.58	.00	
2010	8L	7291.95	7264.45	1729.80	.00	27.50 9021.75
				3.58	.00	
2011	8L	6683.09	6655.59	413.43	.00	27.50 7096.52
				3.28	.00	
2012	1	3098.56	3098.56	58.11	.00	.00 3156.67
				1.02	.00	
Property totals		27,877.24			.00	35,394.72
27,987.24			7,407.48			110.00
Total per diem:			13.24		.00	

Account description		Property address/description						
Owner name		Tax account ID					Roll	
Yr	P	Billed amt	Tax due	Pen/int	Other +/-	Costs	Total due	
				Per diem	Per diem			
0102 -0016		51 LAUREL						
CGL PROPERTIES, LLC		106834					WW WASTE WATER DELQ	
2009	8L	557.44	529.94	183.14	.00	27.50	740.58	
				.26	.00			
2010	8L	1725.07	1697.57	292.92	.00	27.50	2017.99	
				.84	.00			
2011	1	225.49	217.49	36.99	.00	8.00	262.48	
				.07	.00			
2011	2	223.15	223.15	31.28	.00	.00	254.43	
				.07	.00			
2011	3	247.44	247.44	27.27	.00	.00	274.71	
				.08	.00			
2011	4	275.20	275.20	22.09	.00	.00	297.29	
				.09	.00			
2012	1	275.20	275.20	13.85	.00	.00	289.05	
				.09	.00			
Property totals			3,465.99		.00		4,136.53	
3,528.99				607.54		63.00		
Total per diem:				1.50	.00			
0631 -0006		459 GRANITE						
CGL PROPERTIES, LLC		39982					RE REAL ESTATE TAX	
2008	8L	3076.59	3049.09	1820.38	.00	27.50	4896.97	
				1.50	.00			
2009	8L	6161.10	6133.60	2582.38	.00	27.50	8743.48	
				3.02	.00			
2010	8L	6169.91	6142.41	1462.62	.00	27.50	7632.53	
				3.03	.00			
2011	8L	5308.08	5280.58	328.02	.00	27.50	5636.10	
				2.60	.00			
2012	1	2451.83	2451.83	45.98	.00	.00	2497.81	
				.81	.00			
Property totals			23,057.51		.00		29,406.89	
23,167.51				6,239.38		110.00		
Total per diem:				10.96	.00			
0631 -0006		459 GRANITE						
CGL PROPERTIES, LLC		139982					WW WASTE WATER DELQ	
2009	8L	528.86	501.36	173.27	.00	27.50	702.13	
				.25	.00			
2010	8L	1368.85	1341.35	231.45	.00	27.50	1600.30	
				.66	.00			
2011	1	312.14	304.14	48.93	.00	8.00	361.07	
				.10	.00			
2011	2	269.06	269.06	35.23	.00	.00	304.29	
				.09	.00			
2011	3	279.47	279.47	28.23	.00	.00	307.70	
				.09	.00			
2011	4	373.16	373.16	26.52	.00	.00	399.68	
				.12	.00			
2012	1	352.34	352.34	14.49	.00	.00	366.83	
				.12	.00			
Property totals			3,420.88		.00		4,042.00	
3,483.88				558.12		63.00		
Total per diem:				1.43	.00			
Grand totals:			96,794.84		.00		122,407.52	
97,433.84				24,973.68		639.00		
Per diem:				45.46	.00			

Interest amounts shown above are calculated as of 8/29/2012



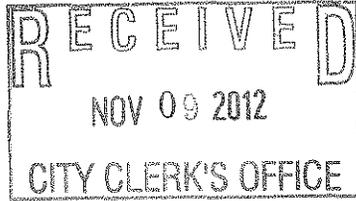
CITY OF MANCHESTER
PLANNING AND COMMUNITY DEVELOPMENT

Planning and Land Use Management
Building Regulations
Community Improvement Program
Zoning Board of Adjustment

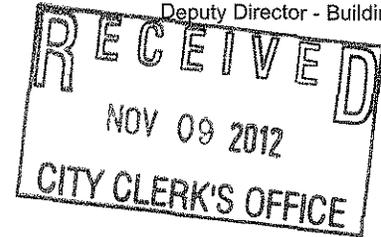
Leon L. LaFreniere, AICP
Director

Pamela H. Goucher, AICP
Deputy Director - Planning & Zoning

Matthew M. Sink
Deputy Director - Building Regulations



MEMORANDUM



To: Alderman Phil Greazzo, Chairman
Committee on Administration/Information

From: Leon L. LaFreniere, AICP 
Planning Director

Date: November 9, 2012

Subject: Revisions to the Zoning Ordinance regarding the Keeping of Chickens

Enclosed please find a copy of research material requested by the committee that staff has assembled regarding the keeping of chickens as pets. In addition to the information collected from other communities, staff solicited comments from the Director and staff of the City's Health Department.

Also enclosed for consideration by the committee is a "Draft" of proposed changes to the City's Zoning Ordinance which would allow for the keeping of chickens as pets in residential zones. In reviewing this proposal, please keep in mind that certain restrictions would apply, both for the protection of neighbors as well as the protection of the chickens. We have stamped this proposal "Draft" because we would expect that, seeing this for the first time, some committee members may propose changes and we welcome the input.

I will be available at your next committee meeting to review the enclosed revisions.

“Amending the Zoning Ordinance of the City of Manchester by adding a new accessory use category for “The Keeping of Chickens as Pets”, as well as identifying Zoning Districts where this use is permitted, and providing for supplementary regulations pertaining to the establishment of this use, and associated references applicable thereto.”

Section 1. Amending the Zoning Ordinance of the City of Manchester 5.11 Table of Accessory Uses, as follows:

Add “**The Keeping of Chickens as Pets**” as a new item **L(10)**.

Insert “**P**” in new Accessory Use L(10) The Keeping of Chickens as Pets under the “**R-S**”, “**R-1A**”, “**R-1B**”, “**R-2**”, “**R-SM**” and “**R-3**” Zoning District columns, and insert “-” under all other Zoning Districts.

Add “**8.30**” in new Accessory Use 5.11 L(10) The Keeping of Chickens as Pets under the Supplementary column.

Section 2. Amending the Zoning Ordinance of the City of Manchester Article 8 Supplementary Regulations for Specific Uses, as follows:

Add a new Section **8.30** entitled “**The Keeping of Chickens as Pets**” as follows:

“Chickens kept as pets by the residents of a dwelling unit shall be maintained in accordance with all applicable City of Manchester Ordinances and regulations, New Hampshire RSA 644:8 Cruelty to Animals, as well as the following provisions:

- (a) *Purpose.* It is the intent of this Section to allow for the keeping of domestic chicken hens in residential areas for the sole use and enjoyment of the residents of the lot on which such animals are kept. It is also the intent of this Section to protect and promote the health, safety, and welfare of residents by not allowing chickens of a number and type that would otherwise constitute a nuisance or menace to the public health and safety or cause a disturbance of the peace in neighborhoods.
- (b) *Locations Allowed.* Domestic chickens are allowed as an accessory use on any lot which is at least 7,500 square feet in size, is located in the R-S, R-1A, R-1B, R-2, R-SM, and R-3 zoning districts, and which contains a detached single family home.
- (c) *Number and Type of Chickens Allowed.* Up to six (6) chicken hens of any breed may be kept. Roosters are prohibited.
- (d) *Limitations.* The keeping of chickens shall be for personal use only and the owner of the hens must be a resident of the dwelling situated on the lot where they are kept. No person shall sell eggs or engage in chicken breeding, slaughtering or any commercial activity related to the keeping of the hens.

(e) *Henhouses and Fenced Areas Required.* All hens shall be kept within structures and fenced areas and shall not be permitted to roam free nor to be kept or raised within the single family dwelling. Structures and fenced areas for hens must be located in side or rear yards and must be set back a minimum of twenty (20) feet from property lines. Henhouses and fenced areas must meet the following standards:

- (1) Henhouses and fenced areas must, at all times, adequately contain the hens, provide them with adequate ventilation, be kept in a neat and sanitary condition, and be maintained in a manner that will not disturb the use or enjoyment of neighboring lots due to noise, odor or other adverse impact. The henhouse must provide a minimum of three (3) square feet per hen; and
- (2) Henhouses and fenced enclosures shall be no more than six (6) feet in height, be enclosed on all sides, and shall provide adequate protection for the hens from weather and wild or domestic animals; and
- (3) The henhouse must be located upon a permeable surface that prevents waste runoff and the materials used in making the henhouse shall be uniform for each element of the structure. The use of scrap material shall be prohibited; and
- (4) All chicken feed must be securely stored and protected from the elements; and
- (5) All stored manure shall be composted in a fully enclosed structure or container and no more than three (3) cubic feet of composting manure shall be stored on the involved lot. All other manure not used for composting or fertilizing shall be removed from the property.”

Section 3. Amending the Zoning Ordinance of the City of Manchester Table of Contents, as follows:

Add, under ARTICLE 8. Supplementary Regulations for Specific Uses, a new item “**8.30 The Keeping of Chickens as Pets**”.

Section 4. This Ordinance shall take effect upon its passage.

Research Report
On the
Keeping of Chickens
As a
Residential Use

Keeping of Chickens as Residential Use Matrix

City/Town	Population	Type of Regulation	Note	Applicable Area	Minimum Lot Area (MLA)	Maximum Chickens	Rooster Allowed	Coop Regs	Permit Needed
Amherst, NH	11,201	"Right to Farm" Ordinance	"The right to farm shall... include... raising of... fowl"	Townwide - smallest residential zone is 2.0 acres MLA	NA	No stated max	Yes	NH Ag BMP	No
Barrington, RI	16,310	Town Ordinance	Residential lot must have dwelling(s)	All residential zones - smallest residential zone is 10,000 s.f.	NA	6	No	Yes	Yes
Bedford, NH	21,203	Zoning Ordinance	"... poultry raising"	Residential & Agricultural (RA) district	1.5 acres	No stated max	Yes	No	No
Concord, NH	42,695	City Ordinance	Specifically allows "keeping of domestic female chickens on a lot less than one acre in size"	Lots w/ single family detached dwelling	NA	5	No	Yes	No
Derry, NH	33,109	Zoning Ordinance	"Production or sale of farm produce... shall be allowed, provided that such use is not injurious, noxious or offensive to the neighborhood."	Medium Density Residential (MDR) district Low-Medium Density Residential (LMDR) district Low Density Residential (LDR) district	1 acre 2 acres 3 acres	No stated max No stated max No stated max	Yes Yes Yes	No No No	No No No
Dover, NH	29,987	Zoning Ordinance	"Farm Animals for Family Use" on lot w/ 1- or 2-family dwelling is allowed	Rural Residential (R-40) district Low-Density Residential (R-20) district Medium-Density Residential (R-12) district Suburban Density Multi-Residential (RM-SU) district Urban Density Multi-Residential (RM-U) district Neighborhood Business (B-1) district Office (O) district	40,000 s.f. 20,000 s.f. 12,000 s.f. 20,000 s.f. 10,000 s.f. 10,000 s.f. 10,000 s.f.	6 6 6 6 6 6 6	No No No No No No No	Yes Yes Yes Yes Yes Yes Yes	No No No No No No No
Keene, NH	23,409	Zoning Ordinance	"Noncommercial raising of farm animals" is allowed use	Low Density (LD) zone Low Density-1 (LD-1) zone Medium Density (MD) zone	10,000 s.f. 1 acre 8,000 s.f.	No stated max No stated max No stated max	Yes Yes Yes	No No No	No No No
Londonderry, NH	24,129	Zoning Ordinance	"Agriculture" is an allowed use	Agricultural-Residential (A-R1) district Residential (R-3) district	2 acres 2 acres	No stated max No stated max	Yes Yes	No No	No No
Nashua, NH	86,494	Zoning Ordinance	"poultry" is an allowed use	Rural Residential (R-40) zone Suburban Residential (R-30) zone Suburban Residential (R-18) zone	40,000 s.f. 30,000 s.f. 18,000 s.f.	6 6 6	Yes Yes Yes	Yes Yes Yes	Yes Yes Yes
Portland, ME	66,194	City Ordinance	"Domesticated chickens" allowed	Townwide on residential lots	NA	6	No	Yes	Yes
Portsmouth, NH	21,223	Zoning Ordinance	"Keeping of farm animals" is an allowed use	Rural Residential (C) zone Single Residential A (SRA) zone Single Residential B (SRB) zone	5 acres 1 acre 15,000	No stated max No stated max No stated max	Yes Yes Yes	No No No	No No No
Providence, RI	178,042	City Ordinance	"Chicken hens" are allowed on any lot w/ dwelling	Citywide	NA	1 hen per 800 s.f. of total lot area	No	Yes	No
Worcester, MA	181,045	NA	No rules in place yet - keeping of chickens as a residential use is currently under study						

Research as of 10 October 2012

Amherst Zoning Ordinance

City population = 11,201 (2010 US Census)

Right to Farm Ordinance

Section 3.12 Farming

Intent: In keeping with the goals of the Master Plan, a **Right to Farm Ordinance** is hereby written to encourage and protect farms and farming in the Town of Amherst. In order to protect the existing farms in the Town of Amherst and to encourage others who might want to farm, it is recognized that “the right to farm” is a natural right and is allowed to exist as a permitted use in the Town of Amherst and State Health and Sanitary Codes for intensive fowl and livestock farms.

The right to farm as used in this Ordinance includes use of necessary equipment, farm machines, farm labors, application of fertilizers etc., for the purpose of producing agricultural products such as vegetables, grains, hay, fruit, trees, plants, etc. The right to farm shall also include the right to use land for grazing by animals and raising of livestock and fowl, when conducted in accordance with generally accepted agricultural practices and may take place on holidays, Sundays, weekends, night and day. (3-13-84)

Agricultural operations and Equestrian operations shall be conducted in accordance with the MANUAL OF BEST MANAGEMENT PRACTICES (BMP) FOR AGRICULTURE IN NEW HAMPSHIRE published by the New Hampshire Department of Agriculture, Markets, and Food. (3.8.05)

Two (2) signs totaling twelve (12) square feet are permitted for farm stands.

Barrington, Rhode Island Chicken Ordinance

City population = 16,310 (2010 US Census)

CHAPTER 67. ANIMALS

§67-1. Definitions

House Lot.

A "House Lot" shall mean one or more parcels of land which are contiguous and are under the same ownership according to the Tax Assessor's records and which are zoned residential or are residential as a legal non-conforming use pursuant to the zoning ordinance.

§67-19. Maximum Chicken Hens Permitted.

- (1) The owner of any House Lot containing at least one (1) dwelling may keep or permit to be kept on the House Lot no more than six (6) chicken hens.
- (2) Subsection (1) of this chapter shall be construed to prohibit the raising and/or keeping of roosters.
- (3) All chicken hens must be provided with both a hen house (coop) and a fenced outdoor enclosure, subject to the following provisions:
 - a) The hen house must be covered, predator resistant and well-ventilated; it shall be no more than eight (8) feet high, no more than 64 sq. ft.
 - b) The fence made of chicken wire or a stronger substance shall be no more than six (6) feet in height;
 - c) The hen house must provide a minimum of two (2) square feet per chicken hen;
 - d) The hen house must be kept clean, dry, and sanitary at all times;
 - e) The hen house must be located upon a permeable surface that prevents waste run-off;
 - f) The fenced enclosure must adequately contain the chicken hens at all times;
 - g) The fenced enclosure must be kept clean and sanitary at all times;
 - h) The hen house must provide the chicken hens with adequate protection from the elements and inclement weather and provide for the chicken hens good health and prevent any unnecessary or unjustified suffering;
 - i) The hen house shall not be built onto any shared fence;

j) The setbacks for the hen house and enclosed area shall be those for the principal dwelling located on the House Lot (*see table below*).

- (4) No chicken hens may be kept or raised within the dwelling.
- (5) The owner of the hen(s) must be a resident of the dwelling located on the House Lot.
- (6) The raising of chicken hens shall be restricted to back yards or side yards; chicken hens shall not be permitted, at any time, on the part of the property directly abutting a main road.
- (7) The keeping of chicken hens pursuant to this section shall be primarily for the purpose of raising chicken hens and collecting the eggs produced thereof; this section shall not be construed to allow for the commercial slaughter and sale of any chicken hens for any purpose.
- (8) Necessary euthanasia of chicken hens shall be performed by a veterinarian licensed to practice in the State of Rhode Island.
- (9) This section shall be subject to the nuisance provisions of Section 67-8.
- (10) The Town Manager, on the advice of the animal control officer, shall promulgate a registration process as a condition precedent to the construction of hen houses and keeping of chicken hens. Such registration shall include:
 - a) Inspection and approval of the construction plans by the Building Official
 - b) Payment of a fee to be set by the Town Council each year.

Dimensional Requirements

	R-40	R-25	R-10	NB
Minimum depth rear yard	30 feet	25 feet	20 feet	20 feet
Minimum width side yards	18 ft. or 10% of The frontage (the Greater of)	14 ft. or 10% of the frontage (the greater of)	9 ft. or 10% of the frontage (the greater of)	15 ft. or 10% of the frontage (the greater of)
Max building lot coverage	15%	20%	25%	30%

Bedford Zoning Ordinance

City population = 21,203 (2010 US Census)

“Livestock and poultry raising”

Permitted in:

Residential and Agricultural (RA) (Min. Lot Area = 1.5 acres)

+ + + + +

Burlington, Vermont

City population = 42,417 (2010 US Census)

Fowls are not regulated.

28-5-50 - Keeping of Chickens as Pets Accessory to a Residential Use.

Chickens kept as pets by the residents of a dwelling unit shall be kept in accordance with all applicable City Ordinances and regulations, RSA 644:8, Cruelty to Animals, as well as the following provisions:

- (a) *Purpose.* It is the intent of this Section to allow for the keeping of domestic female chickens on a lot less than one acre in size for the sole use and enjoyment of the residents of the lot on which such animals are kept, while at the same time to protect and promote the health, safety, and welfare of residents of neighborhoods by not allowing chickens of a number and type that would otherwise constitute a nuisance or menace to the public health and safety or cause a disturbance of the peace in neighborhoods.
- (b) *Number and Type of Chickens Allowed.* Up to five (5) chickens of any breed may be kept on a lot less than one acre in size. Only female chickens are allowed to be kept. Male chickens are prohibited.
- (c) *Limitations.* The keeping of chickens shall be accessory to and on the premises of a single-family detached dwelling and shall be for personal use only. No person shall sell eggs or engage in chicken breeding or any commercial activity related to the keeping of the chickens. On-site slaughtering of chickens is prohibited.
- (d) *Henhouses and Fenced Areas Required.* All chickens kept or raised accessory to a residential use shall be kept within structures and fenced areas and not be permitted to roam free. Structures and fenced areas for chickens, and manure storage areas must be located in side or rear yards and shall not be located within thirty (30) feet of any lot line and must meet the following standards:
 - (1) Henhouses and enclosures must provide adequate ventilation, be kept in a neat and sanitary condition at all times, and in a manner that will not disturb the use or enjoyment of neighboring lots due to noise, odor or other adverse impact.
 - (2) Henhouses and enclosures shall be enclosed on all sides and shall provide adequate protection for the chickens from weather and wild or domestic animals.
 - (3) The materials used in making the henhouse shall be uniform for each element of the structure and the use of scrap material shall be prohibited.
 - (4) All stored manure shall be covered by a fully enclosed structure or container. No more than three (3) cubic feet of manure shall be stored. All other manure not used for composting or fertilizing shall be removed from the property.

(Ord. No. 2860, § I, 12-12-11)

Derry Zoning Ordinance

City population = 33,109 (2010 US Census)

“Production or sale of farm produce by residents of the district. The production or sale of farm produce, as permitted above, shall be allowed, provided that such use is not injurious, noxious or offensive to the neighborhood.”

Permitted in:

Medium Density Residential (MDR) District (Min. Lot Area = 1 acre)
Low-Medium Density Residential (LMDR) District (Min. Lot Area = 2 acres)
Low Density Residential (LDR) District (Min. Lot Area = 3 acres)

+ + + + +

Dover Zoning Ordinance

City population = 29,987 (2010 US Census)

“**Farm Animals for Family Use** means animals commonly raised and kept by a family for non-commercial purposes on a lot containing a one or two family dwelling.

Use is allowed on the portion of the lot that is behind the principal structure, provided the following standards are met: Chickens: No more than six (6) chickens and no roosters, with three (3) square feet of chicken coop and twenty (20) square feet of a fenced enclosure yard per chicken; all coops and enclosures shall be twenty (20) feet from any property line.”

Permitted in:

Rural Residential (R-40) District (Min. Lot Area = 40,000 s.f.)
Low-Density Residential (R-20) District (Min. Lot Area = 20,000 s.f.)
Medium-Density Residential (R-12) District (Min. Lot Area = 12,000 s.f.)
Suburban Density Multi-Residential (RM-SU) District (Min. Lot Area = 20,000 s.f.)
Urban Density Multi-Residential (RM-U) District (Min. Lot Area = 10,000 s.f.)
Neighborhood Business (B-1) District (Min. Lot Area = 10,000 s.f.)
Office (O) District (Min. Lot Area = 10,000 s.f.)

+ + + + +

Hudson Zoning Ordinance

City population = 24,467 (2010 US Census)

“Use of land for the primary purpose of agriculture, horticulture, floriculture, or viticulture on a parcel of more than five acra in area.”

Permitted in: All zoning districts

Keene Zoning Ordinance

City population = 23,409 (2010 US Census)

“Noncommercial raising of farm animals”

Permitted in:

- Low Density (LD) zone (Min. Lot Area = 10,000 s.f.)
- Low Density-1 (LD-1) zone (Min. Lot Area = 1 acre)
- Medium Density (MD) zone (Min. Lot Area = 8,000 s.f.)

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Londonderry Zoning Ordinance

City population = 24,129 (2010 US Census)

“Agriculture”

Permitted in:

- Agricultural-Residential (A-R1) District
- Residential (R-3) District

2.3.1.4.1 “Agricultural livestock, poultry, and horses will not be permitted except on lots containing two acres or more. All buildings, runs, pens, and kennels (excluding pastures) will be located a minimum of 25 feet from any property line.”

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Nashua Zoning Ordinance

City population = 86,494 (2010 US Census)

“Livestock, horses and poultry, . . .”

Permitted in:

- R-40 (Rural Residential) zone – Min. Lot Size = 40,000 s.f.
- R-30 (Suburban Residential) zone – Min. Lot Size = 30,000 s.f.
- R-18 (Suburban Residential) zone – Min. Lot Size = 18,000 s.f.

Portland, Maine Chicken Ordinance

City population = 66,194 (2010 US Census)

Maximum chickens allowed: 6

Roosters allowed: No

Permit Required: Yes

Coop restrictions: Must be 100 feet from any residential property or street border

CHAPTER 5 City of Portland Animals & Fowl Code of Ordinances

Chapter 5 Sec. 5-1 Rev. 7-01-09 5-1

Chapter 5 ANIMALS AND FOWL*

ARTICLE IV. KEEPING OF DOMESTICATED CHICKENS

Sec. 5-400. Purpose. The purpose of this article is to provide standards for the keeping of domesticated chickens. It is intended to enable residents to keep a small number of female chickens on a non-commercial basis while creating standards and requirements that ensure that domesticated chickens do not adversely impact the neighborhood surrounding the property on which the chickens are kept. (Ord. No. 152-08/09, 2-18-09)

Sec. 5-401. Permit required.

(a) An annual permit is required for the keeping of any domesticated chickens. The annual permit is personal to the permittee and may not be assigned.

(b) The fee for an annual permit to keep chickens is twenty-five dollars (\$25.00).

(c) An applicant for a permit to keep chickens must demonstrate compliance with the criteria and standards in this Article in order to obtain a permit. (Ord. No. 152-08/09, 2-18-09)

Sec. 5-402. Number and type of chickens allowed.

(a) The maximum number of chickens allowed is six (6) per lot regardless of how many dwelling units are on the lot.

(b) Only female chickens are allowed. There is no restriction on chicken species. (Ord. No. 152-08/09, 2-18-09)

Sec. 5-403. Non-commercial use only. Chickens shall be kept as pets and for personal use only; no person shall sell eggs or engage in chicken breeding or fertilizer production for commercial purposes. The slaughtering of chickens is prohibited. (Ord. No. 152-08/09, 2-18-09) Sec. 5-404.

Enclosures. 5-14 City of Portland Animals & Fowl Code of Ordinances Chapter 5

Sec. 5-404 Rev. 3-20-09

(a) Chickens must be kept in an enclosure or fenced area (chicken pen) at all times during daylight hours. Enclosures must be clean, dry, and odor-free, kept in a neat and sanitary

condition at all times, in a manner that will not disturb the use or enjoyment of neighboring lots due to noise, odor or other adverse impact. The chicken pen must provide adequate sun and shade and must be impermeable to rodents, wild birds, and predators, including dogs and cats. It shall be constructed with sturdy wire fencing buried at least 12 in the ground. The pen must be covered with wire, aviary netting, or solid roofing. The use of chicken wire is not permitted.

(b) Chickens shall be secured within a henhouse during non-daylight hours.

(1) Any henhouse shall be at least twenty-five (25) feet from any residential structure or any other premises on any adjacent lots. The structure shall be enclosed on all sides and shall have a roof and doors. Access doors must be able to be shut and locked at night. Opening windows and vents must be covered with predator and bird-proof wire of less than one (1) inch openings. The use of scrap, waste board, sheet metal, or similar materials is prohibited. The henhouse must be well-maintained.

(2) Henhouses shall only be located in rear yards, and shall meet zoning setbacks applicable to detached accessory structures. For a corner lot or other property where no rear yard exists, a side yard may be used as long as the setbacks for structures generally applicable in the zoning district are met. In no case may a henhouse be placed in the front yard. Henhouses are not allowed to be located in any part of a home. (Ord. No. 152-08/09, 2-18-09)

Sec. 5-405. Odor and noise impacts.

(a) Odors from chickens, chicken manure, or other chicken-related substances shall not be perceptible at the property boundaries.

(b) Perceptible noise from chickens shall not be loud enough at the property boundaries to disturb persons of reasonable sensitivity. 5-15 City of Portland Animals & Fowl Code of Ordinances Chapter 5 Sec. 5-405 Rev. 3-20-09 (Ord. No. 152-08/09, 2-18-09)

Sec. 406. Lighting. Only motion-activated lighting may be used to light the exterior of the henhouse. (Ord. No. 152-08/09, 2-18-09)

Sec. 407. Predators, rodents, insects, and parasites. The property owner and/or chicken owner shall take all necessary action to reduce the attraction of predators and rodents and the potential infestation of insects and parasites that may result in unhealthy conditions to human habitation may be removed by the City, through the animal control officer, or any other designee, and the cost of the same shall be borne by the property owner and/or chicken owner. (Ord. No. 152-08/09, 2-18-09)

Sec. 408. Feed and water. Chickens must be provided with access to feed and clean water at all times; such feed and water shall be unavailable to rodents, wild birds and predators. (Ord. No. 152-08/09, 2-18-09)

Sec. 409. Waste storage and removal. Provision must be made for the storage and removal of chicken manure. All stored manure shall be covered by a fully enclosed container. No more than one, twenty gallon container of manure shall be stored on any one property housing chickens. All other manure shall be removed. In addition, the henhouse, chicken pen and surrounding area must be kept free from trash and accumulated droppings. Uneaten feed shall be removed in a timely manner. (Ord. No. 152-08/09, 2-18-09)

Sec. 410. Fees for reinspections. Following the city's issuance of a notice of violation of the requirements hereunder and an order to correct violations, the city will reinspect at the expense of seventy five dollars (\$75.00) to the property owner and/or chicken owner to determine whether the violations have been fixed in compliance with this article. Failure to correct the violation shall result in a penalty imposed pursuant to sec. 4-411 below in addition to the reinspection fee. If the violations have not been fixed in 5-16 City of Portland Animals & Fowl Code of Ordinances Chapter 5 Sec. 5-410 Rev. 3-20-09 compliance with this chapter, the violator shall be assessed a reinspection fee of one hundred and fifty dollars (\$150.00) for each subsequent reinspection. Failure to pay the assessment for reinspection shall create a lien on the property of the violator and the assessment and lien shall be collected and enforced pursuant to section 1-16. (Ord. No. 152-08/09, 2-18-09)

Sec. 411. Penalty. In addition to any other enforcement action which the city may take, violation of any provision of this article shall be a civil violation and a fine of one-hundred dollars (\$100.00) may be imposed. Each day that a violation continues will be treated as a separate offense. This penalty is in addition to any expense for reinspection of the property. (Ord. No. 152-08/09, 2-18-09)

Sec. 412. Revocation of permit. A permit to keep chickens may be revoked 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 any other applicable ordinance or law. (Ord. No. 152-08/09, 2-18-09)

Sec. 413. Removal of chickens. In addition to the penalty stated in §4-411, any violation of the provisions of this article shall be grounds for an order from the city to remove the chickens and the chicken-related structures. The health inspector, health officer, or animal control officer may order the removal of the chickens upon a determination that the chickens pose a health risk. If a chicken dies, it must be disposed of promptly in a sanitary manner. (Ord. No. 152-08/09, 2-18-09)

Sec. 414. Separability. In the event that any section, subsection or portion of this article shall be declared by any competent court to be invalid for any reason, such decision shall not be deemed to affect the validity of any other section, subsection or portion of this article. 5-17 An annual permit and fee of \$25 is required to keep up to 6 hens. No roosters allowed. Chickens must be kept in enclosure and no closer than 100 ft to any other property lines.

Portsmouth Zoning Ordinance

City population = 21,233 (2010 US Census)

“Keeping of Farm Animals”

Permitted in:

R (Rural Residential) zone – Min. Lot Size = 5 acres

SRA (Single Residential A) zone – Min. Lot Size = 1 acre

SRB (Single Residential B) zone – Min. Lot Size = 15,000 s.f.

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Salem Zoning Ordinance

City population = 28,776 (2010 US Census)

“Farming and agricultural activities, as defined and restricted by RSA 21:34-a; forestry; the keeping of cows, goats, sheep, horses, and other domestic non-commercial livestock (excluding the keeping of pigs); greenhouses and nurseries as defined in RSA 433:21; provided that no such use shall be allowed on a lot less than five acres in size.”

“Keeping of cows, goats, sheep, horses etc.”

Permitted in:

Rural District

Providence, Rhode Island Chicken Ordinance

City population = 178,042 (2010 US Census)

Max chickens allowed: 6

Permit required: no

Coop restrictions: 1 hen per 800 s.f. of space

Chicken Ordinance- Providence

AMENDING OF CHAPTER 4 OF THE CODE OF ORDINANCES ENTITLED ANIMALS AND FOWL SECTION 1. The Code of Ordinances of the City of Providence is amended as follows:

Sec. 4-4. Keeping fowl. No owner or occupant of any dwelling house shall keep or permit to be kept, any live fowl, geese, ducks or pigeons in any dwelling house or in the cellar of any such house, nor shall any such fowl or pigeons be kept within the city limits.

Sec. 4-37.3. Maximum chicken hens allowed. The owner of any dwelling may keep or permit to be kept on the lot containing the dwelling, one (1) hen per eight hundred (800) square feet of total lot area, with a maximum of six (6) on any lot, provided that: (a) no person shall keep any rooster; (b) all chicken hens must be provided with both a hen house (coop) and a fenced outdoor enclosure, subject to the following provisions: (i) the hen house must be covered, predator resistant, and well-ventilated; (ii) the hen house must provide a minimum of two (2) square feet per chicken; (iii) the hen house must be kept clean, dry, and sanitary at all times; manure must be composted in enclosed bins; (iv) the hen house must be located upon a permeable surface that prevents waste run-off; (v) the hen house must be located at least twenty (20) feet from any dwelling; (vi) the fenced outdoor enclosure must adequately contain the chicken hens; (vii) the fenced outdoor enclosure must be kept clean and sanitary at all times; manure must be composted in enclosed bins; (viii) the hen house must provide the chicken hens with adequate protection from the elements and inclement weather and provide for the chicken hens good health and prevent any unnecessary or unjustified suffering; and (ix) the owner of the hen(s) must be a resident of said dwelling.

(c) no hen house (coop) shall be built onto any shared fence;

(d) no chicken hens may be kept or raised within the dwelling.

(e) all chicken hens must be fed subject to the requirements of section 12-118, and feed must be stored securely;

(f) no chicken hen may be slaughtered except subject to the requirements of section 10-104 et seq. and of the zoning ordinance;

(g) all chicken hens are subject to the nuisance provisions set forth in section 4-47, subsections (b) and (c); and

(h) all chicken hens must be confined between the hours of 9:00 PM and 8:00 AM.

As used herein, lot shall mean one or more parcels of land which are contiguous and are under the same ownership according to the tax assessor's records and which are zoned residential or are residential as a legal non-conforming use pursuant to the zoning ordinance.

TOWN of CARY

PL12-021

STAFF REPORT

Town Council, April 19, 2012

Backyard Chickens and Potential Regulations (PL12-021)

Consideration of information regarding potential changes to Town ordinances to allow the keeping of backyard chickens in residential areas in Cary

Speaker: Mr. Jeff Ulma

From: Jeffery G. Ulma, AICP, Planning Director, and Pat Bazemore, Police Chief

Prepared by: Jeffery G. Ulma, Planning Director; Tony Godwin, Police Services Bureau Commander; and Rob Wilson, Principal Planner

Approved by: Benjamin T. Shivar, Town Manager

Approved by: Michael J. Bajorek, Assistant Town Manager

Executive Summary: In response to a Council request, staff has investigated the regulatory and administrative aspects of allowing citizens of Cary to keep chickens on their residential lots. We offer a review of major considerations, and provide a recommended set of ordinance changes and use requirements should Council decide to proceed with legitimizing this activity. Staff also discusses resource implications associated with such a program. Staff recommends that Council discuss this issue and provide further guidance and direction about whether to proceed to the next step.

Background: The issue of allowing chickens on residential properties was reviewed by Town Council a couple of years ago. Currently, the keeping of chickens in Cary is regulated by the Land Development Ordinance's provisions related to "animal husbandry" as an accessory use (Section 5.3.4. (J)). This activity is limited to larger residential properties zoned R-40 and greater.

(J) Animal Husbandry

For the purpose of the section the following apply: Domestic livestock and fowl shall include but not be limited to: chickens, ducks, guinea fowl, turkeys, peacocks, cows, bull, horses, mules, ponies, goat, sheep or llama and the keeping of such animals shall not constitute a public health hazard, safety hazard or nuisance and animals which are typically kept as household pets shall not be considered domestic livestock or fowl. The keeping of certain domestic livestock and domestic fowl shall be allowed as an accessory use on properties intended for low-density residential development (Residential 40 and Residential 80) provided all the following conditions are met.

- (1) Such animals may not be kept for the express purpose of commercial sale;*
- (2) Cows, bulls, horses, mules, ponies, burros, llamas or other hoofed mammals are limited in quantity per acre in accordance with North Carolina Department of Agriculture guidelines; and*
- (3) Stables for the keeping of hoofed mammals may not be erected closer than three hundred (300) feet to any residence on an adjacent property.*

Additionally, the Town Code has provisions dealing with animals and nuisances related to the keeping of animals. Chickens are currently defined in Sec. 6-3 as domestic fowl, contained within the Domestic Animal definition.

Sec. 6-62(a) prohibits the sale of chickens and Sec. 6-62(b) prohibits chickens in any area of town except those areas zoned for agricultural purposes by the zoning. There are a number of other sections in the Town Code that refer to "animals" generically, which would apply to chickens as well as the more common usage for dogs and cats.

At the Council meeting of February 9, 2012, Council members Frantz and Adcock proposed the study of changes that would be needed to Town of Cary ordinances to allow the keeping of backyard hens on all single-family lots. The sponsors also provided a series of potential guidelines related to permissible locations, possible number of hens,

permitting procedures, limits on certain activities, and various standards that might be incorporated as part of such a program. The entire Town Council voted to direct appropriate staff to research and report back on the matter. The Town Manager advised that staff would return within 60 days.

Discussion: Staff members from the Planning, Police, and Legal departments have researched and discussed this topic, and have assessed ordinance changes that would be needed to allow residents to keep chickens on residential lots. Based on our review, we will present information related to the following:

- Background information,
- Ordinances from other communities,
- An assessment of the preliminary guidelines offered by Council sponsors,
- Areas where ordinance changes will be required to effectuate a program,
- A potential regulatory scheme for Council to consider,
- Administrative factors which should be taken into account, and
- Proposed steps and a preliminary schedule for proceeding.

Experience of Other Communities

With a growing interest in this topic, especially over the past few years, many communities across the U.S. have dealt with the policy issue of whether to allow them and how to regulate the keeping of chickens (usually referred to as “backyard chickens,” “urban chickens,” or “backyard hens”) in residential areas of their jurisdictions. During all debates on this topic, residents who are against allowing chickens often base opposition on odors, disease, noise, the attraction of predators, and not being in harmony with community character. They often express concerns in the form of nuisance aspects or impacts on adjoining properties that are normally addressed via zoning (property values, for instance). Those in favor of allowing chickens typically mention healthier and better-tasting eggs, environmental-friendliness, and that raising chickens is an enjoyable household activity. Suffice it to say, there is no lack of information about other communities’ regulations. Nor is there a “standard” ordinance that may be pulled from the shelf, since communities craft their regulations to best fit their own situations.

Urban communities that have legitimized this activity include places like Charlotte and Durham, NC; Madison, WI; Missoula, MT; Seattle, WA; and Providence, RI. Other cities have recently evaluated such requests and have decided not to allow them (New Rochelle, NY and Rapid City, SD), or have permitted them only in portions of the community (e.g., Nashville, TN).

Using a nearby example to illustrate the potential extent of such provisions, the Durham City Council adopted comprehensive regulations in 2009 that allow citizens throughout the City to keep no more than 10 female chickens (no roosters) in single family and townhouse developments for personal use, as long as a permit is obtained and certain standards are met. Residents are required to obtain a Limited Agriculture permit from the City-County Planning Department. The permit requirement enables administration and enforcement, and ensures that chicken owners are aware of the standards. The permit requirement includes notice to neighbors and administrative review by the Planning Director if any neighbor objects. The permit fee is the same as the fee for a home occupation permit (\$25). A building permit could also be required for a chicken coop as an accessory structure if any dimension of the coop is 12 feet or greater and the total square footage is 144 feet or greater. If a building permit is required, the applicant constructs the coop and locates it on the site and then contacts Inspections to request an inspection. The Inspections Department inspects the coop and issues a building permit, if appropriate. Note that this example is not offered to suggest that provisions for keeping chickens in Cary should be modeled exactly as the Durham situation.

In terms of resource materials about how to manage a home flock of hens, examples are available from university agriculture departments and agricultural extension offices. The North Carolina Agricultural Extension Service, part of NC State University’s College of Agriculture & Life Sciences Department, makes numerous articles and reports available, including “Keeping Garden Chickens” with 16 pages of information for interested readers.

Provisions and Procedures Within Backyard Chicken Ordinances

Review of many examples shows that the common features of most adopted ordinances address these items:

1. Districts or locations allowed
2. Number of birds
3. Roosters
4. Slaughtering
5. Enclosure requirements (coops)
6. Setbacks
7. Permitting procedures and fees
8. Enforcement

Within these common components, however, there are varying approaches that are used. For instance, some communities allow a couple of chickens without a permit, and then only require a permit for more birds beyond that limit. Or the city may specify the maximum number of birds for all properties or base the maximum number of hens allowed in relation to the characteristics of the property (setbacks, lot size). In some communities, the coop setback is measured from the property line whereas other ordinances measure this distance from the neighboring house. And many ordinances have extensive provisions dealing with the construction requirements of chicken coops and fenced pens (materials, space for each bird, windows and doors, etc.).

Other, less common, provisions deal with things such as gaining consent from neighbors or explicit management requirements for property owners (storage of feed or disposal of waste). Additionally, some ordinances are adopted for a trial period before becoming permanent, or have limits on the total number of permits that will be issued during the trial run.

From an administrative standpoint, backyard chicken ordinances are typically handled by planning, animal control, health, permitting, or other operational departments, and often require a combination of such agencies to manage the program.

Evaluation of Preliminary Guidelines and Recommended Standards

Council requested that staff consider a set of preliminary conditions that would govern the keeping of backyard hens in Cary. The following table presents these items. Within the table, staff offers comments or observations on these suggested guidelines, and also provides suggested provisions that Council may wish to discuss further or consider instead.

Feature	Suggested Requirement	Staff Position/Comments	Option/Alternative
Locations Allowed	<i>This amendment applies to single family detached homes only</i>	Agree. (Note: this may raise equity questions since there may need to be some consideration for allowing in other residential development if sufficient space exists)	Single-family residential zoning districts or single-family detached lots in R-80, R-40, R-20, R-12, R-8, TR
Roosters	<i>No Roosters</i>	Agree	No roosters
Slaughter	<i>No backyard slaughter</i>	Agree	No backyard slaughter
Nature of Activity	<i>Chickens may be kept for personal use only – no raising chickens for re-sale</i>	Agree. Residential lots within a municipality should not be used for raising of agricultural products	Kept for personal use only and chickens may not be sold
Number of Chickens	<i>A maximum of eight chickens allowed per property</i>	Disagree. Most ordinances do not allow that many chickens, or require a larger lot for that many. Further, on average, chickens can produce over 250 eggs per year. If the purpose of keeping them is to have a supply of fresh eggs for	Four

		a typical family, staff questions whether it is necessary to allow that many chickens. We believe that a lower number is reasonable.	
Permits and Fees	<i>Recommend an annual license fee of \$10.00 total (not per chicken)</i>	Disagree. To offset some of the cost of administering and enforcing backyard chickens, this permitting/license fee should be higher. \$10 per year does not begin to cover the staff time and resources involved in processing a permit, much less overseeing a new program, especially if Council expects inspections to occur to ensure compliance with any ordinance standards.	\$50 per residence, annually
Lot Requirements	<i>No free-range. Chickens are to remain in the chicken coup, run or fenced in yard when unsupervised. May be allowed in front yard with supervision</i>	Agree that chickens should be kept in enclosed areas within back yards. Disagree with allowing chickens in front yards. Staff does not see the necessity, believes that the initial approach should not provide this option, and feel that it will complicate administration and enforcement.	Per zoning districts listed above; no other lot size requirements
Effective Date	<i>Delay the implementation of the proposed ordinance amendment for three months to allow Homeowner's Association the opportunity to address this issue if they so desire</i>	No strong opinion. (See discussion within report)	Upon adoption
Coop & Pen Construction	<i>Chicken Coup (sic): Chickens must be provided a covered, predator resistant housing structure that is designed in such a way that allows for ventilation, ease of cleaning and provides a minimum of two square feet per chicken. The coup (sic) should be held to standards similar to what we require for storage sheds and give the appearance of professional design and construction</i>	Agree that minimal, basic construction standards should be considered for coops. Aesthetic standards are difficult to establish and enforce. (Note: other than setbacks, there are no standards for the appearance of storage sheds).	Language TBD
Setbacks	<i>Apply appropriate setback requirements. Understanding that every lot is different, we are</i>	Agree. (Note: depending upon differing lot sizes, established setback requirements, and the location of structures on lots, staff	Coops shall be set back the same distance from rear and side yards as the principal structure on the lot. This

	<i>looking for staff guidance on how to best protect neighbors by ensuring that the chicken coop is located closer to the chicken owner's home than their neighbor's</i>	cannot guarantee that a coop would necessarily be located closer to an owner's house versus a neighbor's)	will vary by zoning district. This distance is measured from the chicken coop owner's property boundaries and not from adjoining buildings (which can be problematic to measure and which does not account for future additions or new buildings on the adjacent lot). This approach places the burden on the coop owner, makes administration and enforcement "self contained," and is not dependent on what occurs or may occur in the future on nearby properties.
Waste management	<i>Allows for folks to compost hen's fecal matter – current ordinance prohibits composting fecal matter of "household pets". Clarify chicken/hens NOT a household pet if necessary.</i>	Agree	Language TBD
Other Considerations			
Trial Period		No	An ordinance can always be assessed and changed in the future if outcomes are not as expected or desired.
Approval or Permission from Neighbors		No	If reasonable standards can be developed and enacted, this should not be incorporated into the ordinance. Such a requirement puts this unique step into only one specific land use, and would set up a situation where land uses are regulated based on subjective and changing situations (e.g., neighbor conflicts or occupants move).

Cary Ordinance Changes

The Cary Town Code includes provisions dealing with general laws, while the Land Development Ordinance (LDO) regulates all land uses and related development activities (technically, the LDO is known as "Appendix A" of the Town Code). A series of ordinance changes will be needed to address this issue should Council decide to legitimize the keeping of backyard chickens.

A preliminary list of potential changes that staff has identified include the following:

Town Code Changes

Staff recommends that the Code be adjusted in a number of ways.

1. Amend definitions to better define livestock and domestic fowl. Chickens may need to be independently defined so as to not open the door for other types of domestic fowl (pigeons, ducks, turkeys, etc.).
2. Remove language in Sec. 6-62(b) that groups chickens together with "livestock" and prohibits the keeping of chickens in the Town.
3. Add language in Sec. 6-65 to include prohibiting chickens from running at large.
4. Alter language in Sec. 6-71 to address chicken related nuisances and better define what nuisance issues staff will be able to address through the Town Code.

LDO Changes

The LDO will need to be changed to establish the keeping of a limited number of backyard chickens. This could be handled by a set of amendments that add this use as an accessory use in certain residential districts. Such provisions would be placed in Section 5.3 of the LDO. We would also need to add appropriate definitions to Chapter 12.

Relationship to Private Restrictions or Covenants

One consideration raised by the sponsors of this idea was a three-month delay in the effective date of any ordinance revisions to allow homeowners associations to work on their own deed restrictions related to this subject. Staff assumes that the purpose of this delayed starting date is to allow associations to review and strengthen existing covenants to preclude the keeping of backyard chickens if they currently do not address this matter but the Town of Cary enacts a public law that will now permit this practice.

Staff does not believe that this will be a sufficient period of time for associations to conduct the necessary steps to make this occur, although adding this period of time to the amount of time it will take to amend the Town Code and LDO might be sufficient – if homeowners associations do not wait until any ordinance changes are adopted. This will require HOA's to begin their activities in parallel with the development of any ordinance provisions. In any case, staff sees no other issues with a delayed effective date of Town ordinance provisions should that be desired.

Future Steps and Schedule: If Council is still inclined to consider ordinance amendments to allow the keeping of backyard chickens, staff will need to move forward with preparation of the actual ordinance language and creation of required legal notices and advertisements to introduce them. Since changes to the Town Code do not require public hearings, but changes to the LDO will, we recommend that all code amendments be included in one set of amendments and follow the LDO text amendment process. Thus, if Council directs staff to proceed with the preparation of draft language, we believe that we could meet the general timeline of events presented below. More time may be needed for legal advertisements or if the approach changes during the public consideration process.

Review and Direction by Town Council	April 19
Town Council Public Hearing	May 24
Planning & Zoning Board Work Session (Optional)	May 29
Planning & Zoning Board Regular Meeting (Note: P&Z Board does not conduct public hearings on LDO text amendments, but Council could direct such a hearing)	June 18
Town Council Action	June 28 or July 26

Summary: Staff strongly recommends that any program to allow the keeping of backyard chickens in Cary take a minimalist approach, at least initially. The overall set of regulations should be simple, yet effective, and allow adequate safeguards for adjoining properties considering the nature of the land use being regulated. Any rules should be purposefully designed to be easy to administer. For example, measuring setbacks of coops from the chicken owner's property line and not from adjacent structures is a much-preferred standard since this can be done

without needing to gain access to a neighbor's property. Further, any ordinance should not include requirements that are unenforceable, set unreasonable expectations, and/or lead to numerous complaints that will consume considerable time to resolve. For instance, inclusion of rules about levels of odor or noise of chickens, or extremely detailed requirements that allow for constant questions about compliance should be avoided to the maximum degree.

Fiscal Impact: Staff from both Police and Planning believe that implementation of this program will definitely generate increased demands on both departments. We will need to respond to inquiries, administer the submission and review of applications for permits, track and monitor permits, conduct field inspections, and investigate complaints. These departments do not currently have excess capacity to take on these additional responsibilities.

Depending upon the nature and extent of permitting and inspections provisions in any future regulations, the exact resource implications can vary widely. Coupled with no way to predict the actual extent of citizen interest in keeping backyard chickens, we cannot accurately identify exact resource needs at this time.

However, considering the increased demands on enforcement and animal control staff in the Planning and Police departments, this initiative will likely warrant additional staffing resources equivalent to some portion of a full-time position. (For reference, the Planning Department has had three zoning enforcement officers since the late 1990's; during that time, the town's corporate limits has grown from 41 square miles to 56 square miles (not including the extraterritorial jurisdiction that must also be administered), and the municipal population has increased from 83,000 to 141,000 residents.)

Staff Recommendation: Council is requested to discuss this issue in more detail and provide further guidance and direction on whether, and how, you wish to proceed in this matter.

Per your request, here are some of the variables to consider upon making a determination whether to allow the raising of chickens in an urban setting.

The UNH Cooperative Extension has some guidance for raising chickens that is worth reviewing for best management practices. The online link is:
<http://extension.unh.edu/Agric/AGDLEP/Poultry/chickens.htm>

Things to Consider

Restrictions on keeping chickens

1. Generally, in areas that allow them, you can keep chickens provided it is not causing a noise, odor or pest nuisance for neighbors.
2. In Manchester we have noise, and pest nuisance ordinances, though they should reflect chickens specifically if it is so desired. Police typically respond to noise complaints, and both the Health department and Building department currently respond to general sanitation complaints. The Zoning Office generally have purview over accessory structures for setback and use.

Safety and Welfare of Chickens

1. Housing: chickens must have somewhere safe and secure and weatherproof to roost at night, and that the hen house is light-proof. This will keep them quiet until they are let out. They should be shut in every night and let out again in the morning, or they will start making noise at dawn.
2. Proper construction of coops may require a building permit, compliant with appropriate setbacks and other Zoning, Building regulations.

Food and Water:

1. Poultry should have continuous access to cool, clean water and an appropriate diet that is both plentiful and nutritional. The tendency to feed chickens table scraps is not uncommon and hard to regulate yet these food items and may result in the attraction of unwanted pests (rats, mice, pigeons etc...).

2. Typically store bought chicken feed is high in protein and follows that when it gets wet and decays it can create strong nuisance odors. When excessive feed is allowed to accumulate, the potential for odors to become a nuisance also increases.
3. Much in the same way a compost pile is not prohibited, keeping a compost pile using proper techniques is important to reducing the likelihood of complaints and attracting unwanted pest species.

Health / Disease Control

1. Young children, the ill and the elderly are more prone to disease and so particular care should be taken to remove the risk of illness, which emphasizes the need to regularly clean the coop, feed, and waste disposal areas.
2. Salmonella is the primary concern associated with chicken and eggs. All chickens are likely to carry Salmonella (as do turtles, and many lizards such as Iguanas). In terms of exposure from pets, chickens are no more likely to carry it than parakeets, and pet reptiles are far more likely culprits. Good hand-washing practices are always important after handling animals.
3. Avian Flu has not been associated with home coops in the United States.
4. Birds typically require daily care (every day, morning and night), in order to help remain healthy and free from injury and disease.

Pest Control

1. Keep all food in dry rat-proof containers.
2. Regularly clean the coop so as to not accumulate fecal wastes or become an attractant to vermin. Regularly removing soiled bedding from the coop will help to prevent it from becoming an attractant to vermin.

Noise

1. Neighbors might not like to hear the sounds of a rooster crowing, and may complain. Where a noisy rooster may be acceptable in the countryside, it may not be viewed as acceptable in a urban setting.
2. Appropriate construction of the pen/coop is essential to keeping the chickens safe / quiet. A coop that fails to keep the birds safe and allows access to potential predators may create a potential late night disturbance.

Overall Items for Consideration:

Number and types of chicken/s (hens only?);

Set backs to: surface water, property lines / structures;

Use (Commercial / Selling / Slaughtering/pets);

Aggregate effects (if every house has 3-6 chickens in an area, is that fair to the one neighbor who has none?);

Sanitation: vermin attraction / cleaning frequency and odors;

Construction standards for the coop, building permits required? Enclosed / roaming birds?

Lot size: Minimum lot size per # of chickens allowed?

Enforcement: Permits required (e.g. dogs, cats – what is the definition of a pet?)

Waste Disposal: Approved containment and methods as well as frequency.

Belfast Me: City has a proposal of amendments to ordinances for the purpose of providing standards for the keeping of domesticated chickens. It is fairly detailed and can be found here :

<http://www.cityofbelfast.org/Chickens-Ordinance%20Amendment.shtm>

Some other unverified but sample Chicken ordinance provisions in other communities. <http://www.sailzora.com/Chicken%20Laws.htm>

- **Concord, NH:** (Title 1, Ch 13, Art 13-1) Unspecified number allowed. Cannot be a public nuisance or health hazard.
- **Bedford, NH:** Section 45 of the zoning ordinance states: keeping or raising of livestock and poultry on the premises of any lot or open space within a Cluster Development is prohibited. Only allowed in 'agricultural zones'.
- **Nashua NH:** Limited areas allowed via Zoning for Agricultural areas
- **Biddeford, ME:** (Part II Ch 10 Art 1) Chickens allowed in the city, no restrictions.
- **Sykesville (Md.)** was looking to amend one of its residential ordinances to allow residents to keep up to 12 hens as pets on property 10,000 square feet or greater. Hens would be allowed, but *roosters would be outlawed*. The county permits up to six chickens on property that's less than 3 acres. The town would also have to figure out a fine for chicken violators.
- **Boston, MA:** (Ch. 16, Sec 16.18A) Chickens allowed by permit, fee \$20. Additional \$10 fee for over 50 chickens.
- **Cape Elizabeth, ME:** pet chickens allowed! (Not for profit only)
- **Westbrook, ME:** in the process of changing their law to allow chickens in the city (as of 5/17 the board's unanimous recommendation would limit residents to six birds on plots of land 10,000 sf or more.)

- New Haven, CT: Unspecified number allowed. Cannot be a public nuisance or roam at large.
- New York City. Must have permit for chickens. Must be kept clean. No other poultry allowed, no roosters.
- Montpelier, VT: (Ch 8 Art 1 sec 5-6) Chickens must be kept in enclosure.
- Catawissa, PA. Chickens must be confined, no closer than 10 feet from neighboring properties, kept clean with no odors emanating across property lines.
- Syracuse, NY. No roosters.
- Anaheim, CA: (Title 8, Ch 8) Annual permit fee for any number or hens.
- Mobile, AL. Unlimited chickens allowed. No breeding, no roosters.
- Buffalo, NY: ((Part II, Ch 78 Art1 Sec78-1) Unspecified number allowed, no permit, cannot be detrimental to public health.
- Hartford, CT: (Part II, Ch 6, Sec 4-6) Unspecified number allowed; must not be detrimental to public health.
- Baltimore, MD: (Title 17 Sub 3 Sec 17.300) Chickens allowed in the city.
- Rockville, MD: (Ch 3) Chickens allowed in the city.
- Wenham, MA. Chickens allowed, but the town may restrict your operation if it causes a public nuisance (noise) or public health issues.
- Burlington, VT. Up to 3 fowl per household.
- South Portland, ME: Requires hens to be penned and areas kept clean. Limits the number to six..

In addition to density, coop design, food storage, and nuisance issues are waste storage and disposal.

Notes per:

Stephen K. Crawford, DVM
 New Hampshire State Veterinarian
 25 Capitol Street
 Concord, NH 03301
 603-271-2404

These comments are offered by Steve Crawford, DVM NH State Veterinarian, for keeping poultry in areas that are not currently zoned for agriculture use.

RSA 21:34-a includes "the raising, breeding, or sale of poultry or game birds" as agriculture, so these are explicitly allowed in areas zoned for agriculture.

Food / waste storage

From our pet shop / shelter licensing regulations, we use these standards, http://www.gencourt.state.nh.us/rules/state_agencies/agr1700.html. For food storage: *Supplies of food and bedding shall be stored in facilities which adequately protect such supplies against infestation or contamination by vermin. Refrigeration shall be provided for supplies of perishable food.* For waste disposal we rely heavily on Department of Environmental Services rules:

(d) The following provisions for waste disposal shall be made:

(1) Any waste that would be considered infectious waste under Env-Sw 904.01 shall be stored, treated, transported and disposed of pursuant to Env-Sw 904;

(2) Provision shall be made for the removal and disposal of:

- a. Animal and food wastes;
- b. Bedding;
- c. Dead animals; and
- d. Debris; and

(3) Disposal facilities shall be constructed to provide and operate so as to minimize:

- a. Vermin infestation;
- b. Odors; and
- c. Disease hazards.

As a first line or an adjunct to your office's efforts, you can utilize the complaint statutorily-established process for manure management through this department. The Best Management Practices for manure management and the complaint resolution process (pg 40-46) are laid out here, <http://www.nh.gov/agric/divisions/markets/documents/bmp.pdf>.

Density / coop design

General guidelines from the UNH Cooperative Extension are here, http://extension.unh.edu/resources/files/Resource000471_Rep493.pdf.

Obviously, necessary space is dependent upon how many birds are kept, and whether they are kept only in the coop or allowed to roam about the yard. A coop can be smaller if birds roam during the day and are only contained at night. As well, the footprint of a coop is not the only consideration for flocks of laying hens since these birds can use vertical space (e.g. a 6 foot high coop with

perches both high and low can hold as many birds as a coop with a lower roof but a larger footprint). Note that the Cooperative Extension guidelines do not account for vertical space, or for cages which can also reasonably house birds as long as densities and other considerations are managed appropriately.

Nuisance issues

Generally, noise from flocks of chickens is minimal - laying hens typically do not crow and chickens raised for meat are generally butchered at an age when they have not yet begun to crow. In non-agriculture zones, crowing roosters may be handled as a barking dog would? Noise from other poultry such a guinea fowl could be handled in a similar fashion.

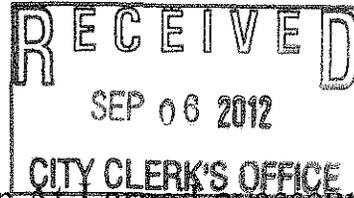
Poultry are good at insect control, so this is not frequently a problem unless food and waste management are not adequate.

Odors are also not typically a problem if waste is appropriately removed and disposed. You are likely familiar with RSA 147:13 **Offensive Matter**. – If a person shall place, leave, or cause to be placed or left, in or near a highway, street, alley, public place, or wharf or on a private disposal site or shall allow to be exposed unburied, any animal or other substance liable to become putrid or offensive, or injurious to the public health or deposits garbage or refuse on premises not designated for waste disposal in accordance with RSA 149-M or other provisions of law, such person shall be guilty of a violation, and the health officer shall remove or cause to have removed the same. Nothing in this section shall be construed as affecting authorized collections of garbage or refuse for public dumping facilities.

*Feed is protein based and stinks when wet
must be stored properly, also rodent proof*

tabled 9/12/12
Sept 9, 2012

To City Clerk Normand:



After speaking with Alderman At-Large Levasseur he has agreed to assist me with the process of changing the ordinance involving Livestock within the city.

It has come to my attention that the proper way to achieve an ordinance change is through the committee process. I am seeking a change in Zoning Ordinance 8.08 A. I would like to have this reach the appropriate committee for their next meeting. If you could please forward this to the appropriate channels to allow for this process to begin it would be greatly appreciated.

I appreciate your time in this matter and if you have any further questions please do not hesitate to contact me by phone at (603)396-5786 or by E-mail at ts76nh@comcast.net.

Sincerely

A handwritten signature in cursive script that reads "Timothy Soucy".

Timothy Soucy



Housing and Space Guidelines for Livestock

As New Hampshire becomes more urban, the potential for conflict between the farming and non-farming communities increases. By using best management practices*, farmers can greatly reduce or eliminate problems of odor and fly control, pesticide drift, contamination of surface and ground waters, and damage to neighboring crops. With best management practices in place, farming activities are compatible with other land uses in urban environments.

Farming activities may involve full-time, part-time or backyard farmers. Existing commercial farms are protected by the Right to Farm Law. This allows for properly managed agricultural enterprises to continue operating in residential areas.

Housing

Most farm animals need some shelter in the winter time, but their natural coats allow them to endure much colder temperatures than people can tolerate. When animal housing is designed for human comfort, it can actually be too warm and unhealthy for animals. Buildings with plugged air cracks and windows covered with double plastic are often poorly ventilated. This situation can result in a buildup of moisture and animal odors, creating an unhealthy environment.

A simple, three-sided shelter with an open front will meet the needs of many farm animals and is often the building of choice to raise healthy livestock. When designing a three-sided animal shelter, make sure the open side faces the south away from prevailing wind. Locate the structure on an elevated, well-drained site and make it accessible for feeding and materials handling.

There are several factors to consider when planning adequate livestock shelter in cold weather:

- **Air quality:** An animal shelter should either be open, with provisions for natural ventilation, or enclosed, using fans and proper air inlets around the ceiling perimeter to provide ventilation. Tight buildings result in a buildup of respiration gases and animal odors, which can irritate the animals' lungs and cause pneumonia.
- **Drafts:** Animals can stand cold temperatures, but you should protect them from drafts. Constructing panels in front of an open building can reduce drafts. When animals are allowed to run loose in a pen, instead of being hitched, they will search for the most comfortable spots.
- **Dry bedding area:** Animals will be comfortable in the cold if they have clean, dry bedding. A thick, dry bed provides insulation from the cold ground and decreases the amount of energy the animal has to expend to keep warm. Shelter from the snow and rain allows an animal's coat to remain dry, to provide maximum insulating value.

- **Fresh water:** All animals need water to survive. Under cold conditions, provide fresh water often or use freeze-proof watering devices.
- **Adequate food:** Animals can endure severe cold temperatures if they eat enough food to maintain their energy reserves. Animals need food for growth and maintenance. They require additional amounts of good quality feed during cold weather to allow for the extra energy expended in keeping warm. Hay racks or feed bunks will properly dispense forages to reduce waste.

Space

Refer to the table on the next page for estimates on the space needs of various animals for exercise yards and pasture. You will not need a pasture as long as you provide adequate purchased feed, have an exercise yard and develop a sound plan for manure management.

If you do provide pasture, the number of animals it will support per acre depends on soil fertility and environmental considerations. *Rotational grazing* — the practice of sectioning off one section of a pasture with electric fencing and confining animals in that section, then repositioning the fence and moving animals to another section — prevents pastures from being overgrazed and will support more animals than one large unimproved pasture of equal size.

The following table lists the minimum space requirements, housing types and fencing needs of various farm species, along with the number of animals that will meet the food, fiber, recreation and other needs of an average family farmstead. Use it only as a rough guide.

*(Note to municipal planners: The minimum space and housing guidelines in the chart apply to both commercial farms and backyard operations. However, you should **not** apply the numbers of animals suggested in the “Family Needs” category to commercial farms when drafting ordinances regulating agriculture in your community.)*

*Refer to the “Manual of Best Management Practices (BMPs) for Agriculture in New Hampshire” for specific guidelines on proper animal waste handling and barnyard management. To request a copy, call the New Hampshire Bureau of Markets at (603) 271-3685.

Fact sheet and table developed by David C. Seavey, Extension Agricultural Resources Educator and John C. Porter, Extension Dairy Specialist. Updated 6/2009, by John C. Porter, Extension Professor and Dairy Specialist, Emeritus.

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UNH Cooperative Extension programs and policies are consistent with pertinent Federal and State laws and regulations on non-discrimination regarding age, color, handicap, national origin, race, religion, sex, sexual orientation, or veterans status.

Suggested Space and Housing Guidelines for Fully Mature Farm Animals

Animal	Horse	Beef Cow	Dairy Cow	Dairy Goat	Pig	Sheep	Hen	Broiler	Turkey
Unit	1 horse	1 cow	1 cow	1 goat	1 pig	1 sheep	1 hen	1 broiler	1 turkey
Enclosed Housing Area/Animal	-Tie stalls 45 sq. ft.; 5' x 9' - Box stall 12' x 8' or 10' by 10'	75-100 sq. ft.	75-100 sq. ft.	20-25 sq. ft.	48 sq. ft. with exercise yard; 100 sq. ft. without exercise yard	20-25 sq. ft.	3-4 sq. ft.	3-4 sq. ft.	6 sq. ft.
Exercise Yard Area /Animal	200 sq. ft.	100-125 sq. ft.	100-125 sq. ft.	50 sq. ft.	200 sq. ft.	50 sq. ft.	10 sq. ft.	---	20 sq. ft.
Pasture Area /Animal	1-2 acres	1-2 acres	1-2 acres	0.2-0.3 acres	12-14 sows/ acre/ rotational pasture	0.2-0.3 acres	-----	-----	100 sq. ft.
Type of Housing and Boundary Setback	Enclosed ventilated barn or open 3-sided barn Setback 50 ft.	Open front 3-sided barn Setback 50 ft.	Open front 3-sided barn, free-stall or enclosed stanchion barn Setback 50 ft.	Enclosed barn with removable side panels or windows Setback 50 ft.	Enclosed barn, huts, shed, hutches or lean-to Setback 50 ft.	Open front 3-sided shed Setback 50 ft.	Enclosed barn Setback 50 ft.	Enclosed barn Setback 50 ft.	Enclosed barn Setback 50 ft.
Fencing	Electric Wooden rail Woven wire	Barbed wire Electric Woven wire	Barbed wire Electric Woven wire	Electric Woven wire	Electric Plank rail	Electric Woven wire	Chicken wire	-----	Chicken wire
Family Needs	1 horse per family member	½ - 1 beef animal/year; raise 2 animals/yr to provide cont. supply	1-2 cows	2-3 goats	2 pigs per yr.	6 sheep	6 hens	24 broilers	12 turkeys

6/09

8.06 **Tattoo Parlors** (Rev. 7/20/04)

A. Location Restrictions. Tattoo parlors shall be subject to all regulations, requirements and restrictions for the zone in which the tattoo parlor is permitted and shall be subject to the following distance requirements:

1. No tattoo parlor shall be permitted within 800 feet of another tattoo parlor, and no other tattoo parlor shall be permitted within a building, premise, structure or any other facility that contains another tattoo parlor.
2. No tattoo parlor shall be permitted within 500 feet from the exterior wall of a residential structure existing in a Residential zoning district (designated "R-"); or
3. "Civic" zoning district boundary line (designated "C-").

B. Measure of Distance. The distancing requirements above shall be measured in a straight line, without regard to intervening structures, from the property line of any site above (unless otherwise specified) to the closest exterior wall of the tattoo parlor.

8.07 **Forestry uses**

Forestry uses may include growth and harvesting of forest products, tree nursery, tree farm, orchards, and similar uses, provided that only products grown on the premises are sold.

8.08 **Agriculture and livestock**

A minimum of one acre shall be required to maintain one animal defined as livestock. For each additional such animal, an additional one quarter acre shall be required.

8.09 **Commercial kennel**

The minimum lot size shall be 45,000 square feet, the kennel area shall be completely screened with a suitable wall or fence, and shall be subject to the provisions of Section 6.08 A and B.

8.10 **Excavation of earth materials**

A. Authority. These regulations governing the excavation of earth materials are adopted in accordance with the provisions of RSA 155-E, Local Regulation Excavations. Pursuant to RSA 155-E, the Planning Board is designated as "regulator" and is authorized to administer and grant conditional use permits in accordance with Article 12, Conditional Use Permits, of this Ordinance.

B. Purposes. These regulations are adopted for the following purposes:

1. To provide reasonable opportunities for the excavation of earth materials;