

## **Town of Livermore Dangerous Dog Ordinance**

### **Section 1 – Authority**

This ordinance is adopted in the exercise of municipal home rule powers under the Maine Constitution and Title 30-A M.R.S.A., Section 3001, and Title 7 M.R.S.A., Section 3950.

### **Section 2 – Purpose**

The purpose of this ordinance is to protect the health and safety of Livermore residents by holding dog owners accountable for the acts of their animals without imposing unreasonable restrictions on residents.

### **Section 3 – Definitions**

As used in this ordinance, unless the text clearly indicates otherwise, the following words and phrases shall have the following meanings:

- A. **Dangerous Dog.** Dangerous dog means a dog that causes a reasonable and prudent person, who is not on the owner's or keeper's premises and is acting in a reasonable and non-aggressive manner, to fear imminent bodily injury by said dog attacking or threatening to attack that individual or individual's domestic animal. Dangerous dog does not include a dog certified by the State and used for law enforcement use. Dangerous dog also means a dog found by a court to be a dangerous dog.
- B. **Dog.** Dog means a member of the genus and species known as *canis familiaris* or any canine, regardless of generation, resulting from the interbreeding of a member of *canis familiaris* with a wolf hybrid as defined below. For the purpose of this ordinance, the meaning of Dog shall include those animals meeting the definition of Wolf hybrid.
- C. **Domesticated Animal.** Domesticated animal means a dog, cat or other animal commonly kept as a companion, and also includes livestock as defined in 7 M.R.S.A., Section 3907, Subsection 18-A.
- D. **Owner.** Owner means any person owning, keeping, or harboring a dog or other animal.
- E. **Person.** Person means an individual, corporation, partnership, association or any other legal entity.
- F. **Owner's or Keeper's Premises.** Owner's or keeper's premises means the residence or residences, including buildings and land and motor vehicles belonging to the owner or keeper of the dog.
- G. **Secure Enclosure.** Secure enclosure means a fence or structure of at least 6 feet in height forming or making an enclosure suitable to prevent the entry of young children and suitable to confine a dangerous dog in conjunction with other measures that may be taken by the owner or keeper, such as tethering the dangerous dog. The secure enclosure must be locked, be designed with a secure top, bottom and sides, and be designed to prevent the animal from escaping from or reaching through the enclosure. Any fencing material used in the construction of the secure enclosure shall have openings of no more than two inches

- H. **Wolf Hybrid.** Wolf hybrid means a mammal that is the offspring of the reproduction between a species of wild canid or wild canid hybrid and a domestic dog or wild canid hybrid. Wolf hybrid includes a mammal that is represented by its owner to be a wolf hybrid, coyote hybrid, coydog or any other kind of wild canid hybrid.
- I. **Transfer.** To sell, give or otherwise convey ownership or possession of a dog to another person, or to cause a dog to be moved beyond the municipal boundaries.

#### **Section 4 – Dangerous Dogs – Transfer Prohibited**

An owner who is given written notice including, but not limited to, a Uniform Summons and Complaint by the town’s Animal Control Officer, any law enforcement officer, or any state official, that the owner’s dog has attacked or is reasonably believed to have attacked any person or domesticated animal, shall not without further written authorization, sell, give or otherwise convey the ownership or possession of that dog, or cause it to be moved beyond the boundaries of the town, except to or under the care of a licensed veterinarian, animal control officer or law enforcement officer. An owner receiving such notice shall immediately place the dog under confinement for a period of at least ten days and shall promptly obey all rabies detection and control directions of any of the above officials concerning that dog. An owner receiving such notice shall comply with all applicable regulations of the Maine Department of Agriculture and Maine Department of Health and Human Services concerning rabies detection and control.

#### **Section 5 – Special Restraint of Dangerous Dogs**

Any dog that has been determined by a court to be a dangerous dog shall be confined to a secure enclosure on the owner’s premises. The secure enclosure shall conform to all building setbacks contained within the Town of Livermore Building Ordinance, and shall be subject to inspection by the town’s Code Enforcement Officer. The secure enclosure shall in no event encroach any closer than three feet to any mail receptacle or entrance or exit to a house or other building, or driveway, walkway, stoop or stairs leading to a building, or home fill pipe or utility meter.

#### **Section 6 – Insurance Provision**

The owner of any dog that has been determined by a court to be a dangerous dog shall be required to obtain liability insurance in an amount not less than \$300,000.00 covering bodily injury or death of any person or animal, or for property damages, resulting from the keeping of the dangerous dog. Coverage shall be obtained within five business days of a court’s finding that a dog is dangerous. Proof of coverage must be provided to the town’s Animal Control Officer and/or Code Enforcement Officer, and such policy must provide for notification to the town in the event of cancellation or non-renewal for any reason. If the town is notified that coverage has lapsed, the owner shall have 24 hours, after notice by the town, to provide evidence of renewal or replacement coverage.

#### **Section 7 – Enforcement and Penalties**

This ordinance shall be enforced by the town’s Animal Control Officer and/or Code Enforcement Officer, or any other duly authorized law enforcement official. Any person found to be in violation of this ordinance shall be fined in accordance with Title 30-A M.R.S.A. § 4452. Each day of violation shall constitute a separate offense. The municipal officers and/or their

authorized agents are hereby authorized to enter into administrative consent agreements for the purpose of eliminating violations of the ordinance and recovering fines without court action.

Notwithstanding the above, the minimum financial penalty for a violation of this ordinance shall be \$500.00 for the first offense, \$750.00 for the second offense, and \$1,000.00 for the third or any subsequent offense. This penalty shall not be waived by any court.

### **Section 8 – Severability**

The invalidity of any section or provision of this ordinance shall not be held to invalidate any other section or provision of this ordinance.

### **Section 9 – Amendments**

Amendments to this ordinance may be initiated by the Municipal Officers, the Planning Board, or as specified in Title 30-A, M.R.S.A. Section 2522.

### **Section 10 – Effective Date**

This ordinance shall be in full force and effect immediately upon adoption.