



# City of Armstrong

## DOG CARE AND CONTROL BYLAW NO. 1873, 2021

Adopted: March 22, 2021

### CONSOLIDATED WITH AMENDMENTS FOR CONVENIENCE ONLY

#### Amending Bylaws:

Bylaw No. 1935, 2025 – Adopted March 17, 2025

- Deleting Section 6.b “on or before the 15th day of March in any year, or in the case of”, 6.e) in its entirety, 6.f) deleting “from January 1st to December 31st of the year issued, or the remaining portion thereof” and replacing it with “Of one year from the date issued”, and renumbering accordingly.

Minor Clerical Amendment to rearrange the sentence in section 6.b to: *The resident owner of every dog, and a non-resident upon 30 days residency in the City, and in the case of pups as soon thereafter a dog attains the age of six (6) months, shall apply to the...*

# THE CITY OF ARMSTRONG BYLAW No. 1873, 2021

## DOG CARE AND CONTROL BYLAW

### **A bylaw to provide for the licensing and control of dogs and to establish a pound, together with provisions for the impounding of dogs**

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**WHEREAS** the Council of the City of Armstrong is empowered and authorized pursuant to the *Community Charter* to regulate the keeping of dogs and to provide for the fixing, imposing and collecting of licenses to any person who owns, possesses or harbours any dog; and

**WHEREAS** the Council deems it desirable and expedient to provide for such legislation and its enforcement;

**NOW THEREFORE** the Council of the City of Armstrong in open meeting assembled, enacts as follows:

#### 1. **Title**

This bylaw may be cited as "**City of Armstrong Dog Care and Control Bylaw No. 1873, 2021**

#### 2. **Definitions and Interpretation**

2.1 In this bylaw,

**Aggressive behavior** means behavior by a dog that unduly intimidates a person or a domestic animal, and without limitation includes snarling, growling, baring teeth, or pursuing in a threatening or menacing manner.

**Aggressive Dog** means a dog that, being over the age of 6 months:

- a) has, without provocation, displayed *aggressive behaviour* while in a public place;  
or
- b) has, without provocation, caused a *minor injury* to another domestic animal or to any *person*.

**City** means the City of Armstrong.

**Council** means the Council of the City.

**Chief Bylaw Officer** means the person appointed by Council as the supervisor of bylaw enforcement for the City, or a person appointed to act in their place.

**Dangerous Dog** has the same meaning as defined in section 49 of the *Community Charter*, as amended from time to time;

**Dog** means an animal of the canine species.

**Dog Control Officer** means that *person* appointed by the *Council* to enforce and carry out the provisions of this Bylaw that are assigned to the Dog Control Officer, or a person acting in the place of that Officer.

**Dog Pound** means the place or places as designated by *Council* to provide for the care and control of *dogs*

**Dwelling Unit** means a single-family residential unit.

**Guard Dog** includes any *dog* used to protect *persons*, property or both, or for use in surveillance or similar activity.

**Guide Dog** is a dog that has been trained as a guide for a blind person and certified as a guide dog under the *Guide Dog and Service Dog Act*.

**Harbourer** means a *person* who is in possession, gives shelter to, feeds or keeps a *dog*.

**In Heat** means the condition of a female *dog* in its ovulatory period.

**Minor Injury** means a physical injury to a person or domestic animal that is limited to:  
(a) pinches, minor localized bruising, shallow punctures, or lacerations in one direction only; or  
(b) that in the opinion of a medical doctor in the case of an injured person, or a veterinarian in the case of an injured animal, is a minor injury.

**Muzzled** means preventing a *dog* from biting by means of a humane fastening or covering device of adequate strength secured over the mouth of the *dog*.

**Non-Resident** means any *person* who is visiting the *City*, or who has resided in the *City* for less than 30 days.

**Off-leash area** means a part of a park or other public place designated by the *City* as an area where dogs, accompanied by their owners or harbourers, may exercise without being leashed.

**Owner** means the *person*  
(a) legally entitled to ownership of a *dog*,  
(b) shown as the licensed *owner* of the *dog* in the records at City Hall, or  
(c) if legal ownership cannot readily be determined, the adult occupant of the property where the dog usually resides or is permitted to reside.

**Permanent identification** means a device for permanently identifying a *dog* that is approved by the BC Society for the Prevention of Cruelty to Animals such as by microchip or tattoo, and that is registered with the BC Pet Registry.

**Person** includes a corporation, partnership or party, and the personal or other legal representatives of a person to whom the context can apply according to law.

**Police Dog** means a *dog* used by police or other law enforcement agency in the performance of their duties.

**Pound Keeper** means the person that manages and operates the Dog Pound.

**Running at Large** means any *dog* not on the property of its *owner, harbourer* or other *person* who has the care and control of the *dog*, and not attached directly to a *person* who is competent and of sufficient strength to ensure that the *dog* cannot break free from a leash, or other device used to restrain or guide the *dog*.

**Secure Enclosure** means any building, structure, fenced area or the like that prevents the entry of young children and the escape of a *dog*.

**Service Dog** means a dog that has been certified by the Province of British Columbia under the *Guide Dog and Service Dog Act* and is trained to perform specific tasks to assist a person with a disability.

**Serious Injury** means a physical injury to a person or domestic animal that:

- (a) consists of deep punctures, lacerations in more than one direction, or broken bones; or
- (b) requires sutures or surgery; or
- (c) in the opinion of a medical doctor in the case of an injured person, or a veterinarian in the case of a domestic animal, is a serious injury

**Unlicensed Dog** means any *dog* for which the license fee has not been paid or any *dog* for which a valid City *dog* tag is not attached.

**Vicious Dog** means a dog that:

- a) has, without provocation, caused a *minor injury* to a person or to a domestic animal on more than one occasion;
- b) has, without provocation, caused a *major injury* to a person or to a domestic animal; or  
based on a dog's repeated *aggressive behaviour*, the *Chief Bylaw Officer* considers that it is likely to cause a minor injury on more than one occasion to a person or domestic animal.

2.2 Unless otherwise provided, words and phrases in this Bylaw have the same meanings as in the *Community Charter*. A reference to a statute in this Bylaw refers to a statute of British Columbia, and a reference to any statute, bylaw or other enactment refers to that enactment as it may be amended or replaced from time to time. In the event of a conflict between this Bylaw and a Provincial enactment, the Provincial enactment prevails.

### **3. Dog Pound**

3.1 The *City* will provide or arrange to provide such buildings, yards, enclosures and motor vehicles as may be deemed necessary for the care, keeping and transportation of *dogs* that have been impounded.

3.2 The *Dog Control Officer* or *pound keeper* will provide for and give sufficient food and water daily to all *dogs* detained within the *dog pound*.

3.3 The *Dog Control Officer* or *pound keeper* will ensure that the *dog pound* is kept at the required standard for the operation and cleanliness of such a facility.

#### 4. **Dog Control Officer**

- a) *Council* shall appoint from time to time a *Dog Control Officer* to enforce the regulations of this bylaw and to facilitate the impounding of *dogs* pursuant to the provision of this bylaw. The *Dog Control Officer* may request the assistance of a police officer, a veterinarian or person having a special skill in relation to *dogs* in any circumstance where the *Dog Control Officer* considers it necessary for the purposes of this Bylaw.
- b) If the *Dog Control Officer* appointed by *Council* is absent or for any reason not available to carry out the provisions of this Bylaw assigned to that Officer, the following persons are designated, to act in the place of the *Dog Control Officer* in descending order of availability:
  - i) the *Chief Bylaw Officer*;
  - ii) a Bylaw Enforcement Officer of the City;
  - iii) the Public Works Manager for the City,;
  - iv) the Chief Administrative Officer for the City;
  - v) an RCMP Officer.

#### 5. **Authority**

5.1 The *Dog Control Officer* or *Chief Bylaw Officer* may do any one or combination of the following:

- a) request and receive information from a person to identify the ownership of a *dog* or its *harbourer*, a *dog's* licence and usual residence;
- b) enter at all reasonable times upon any property in order to inspect and ascertain whether the regulations and requirements of this Bylaw are being obeyed;
- c) in response to a complaint about a disturbance caused by or involving a *dog*, investigate the complaint, and by written notice or verbal direction, require the *owner* or *harbourer* to take steps to resolve the disturbance;
- d) control, seize, impound and detain a *dog* in accordance with this Bylaw, the *Community Charter*, or a court order, and without limitation, to seize and impound a *dog* that
  - i. is unlicensed, if it is required to be licensed;
  - ii. is *running at large* in any public place other than within a designated *off-leash area*;
  - iii. is straying or trespassing on private property;
  - iv. is on unfenced land and not securely tethered or contained; or
  - v. appears to be suffering in a way or to an extent that cannot be addressed by its *owner*, *harbourer* or the *Dog Control Officer*;
- e) by written notice, designate a *dog* as an *aggressive dog* in accordance with this Bylaw; and impose on its owner and harbourer such restrictions, requirements and other measures as the *Dog Control Officer* believes advisable and prevent further *aggressive behavior*; and
- f) issue notices and tickets and bring proceedings to enforce this Bylaw.

5.2 The *Chief Bylaw Officer* may:

- (a) by written notice, designate a dog as an *aggressive dog*, a *vicious dog* or a *dangerous dog*, and impose on its *owner* and any *harbourer* such restrictions, requirements and other measures as the *Officer* believes advisable and prevent further or any incidents of *aggressive behavior*, injury or death, as applicable;
- (b) remove a designation of *aggressive dog* or *vicious dog* in accordance with this Bylaw
- (c) carry out the powers, duties and functions of an animal control officer as set out in section 49 of the *Community Charter* in relation to a *dog* that is a *dangerous dog* or that the *Officer* believes to be a *dangerous dog*; and
- (d) subject to an order of the court, and in accordance with the *Community Charter* and this Bylaw, make decisions regarding the treatment, transfer, adoption, sale or destruction of a *dog* that has been seized and impounded.

5.3 No *person* shall obstruct, interfere with or prevent a *Dog Control Officer*, or other officer identified in section 4 (b) from carrying out their duties under this Bylaw.

## 6. Licensing of Dogs

- a) **Valid Licence** - No *person* shall own, possess or harbour any *dog* within the boundaries of the *City* unless a valid and subsisting *dog* licence and *dog* tag has been issued for such *dog* in accordance with this Bylaw.
- b) **Application for Licence** - The resident *owner* of every *dog*, and a *non-resident* upon 30 days residency in the *City*, and in the case of pups as soon thereafter a *dog* attains the age of six (6) months, shall apply to the *City* for a *dog* licence and shall cause such *dog* to wear around its neck a collar to which shall be attached a licence tag issued by the *City*.  
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- c) **Age of Licensee** - No licence will be issued under this bylaw in respect of any *dog* to any *person* under the age of nineteen (19) years, unless and until such *person* provides the *Chief Bylaw Officer* with written consent, of their parent or guardian, and any parent or guardian providing written consent under this section, shall be for the purposes of this bylaw deemed to be the *owner* of the *dog* in respect of whom the *dog* licence is issued.
- d) **Police, Service or Guide Dog** - A licence is required under this bylaw for all *Police*, *Service* or *Guide Dogs*, but the annual licence fee shall be waived.
- e) **Period of Licence** - Annual *Dog* Licences shall be for the period of one year from the date issued; and a Lifetime *Dog* Licence shall be for the lifetime of the *dog* for which the tag was purchased.  
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- f) **Dog Licence Displayed** - Every *person* who is issued a *Dog Licence* under this bylaw shall receive a numbered *Dog Tag* which shall be fastened to a collar or harness which is to be worn by the *dog* for which the *Dog Licence* was issued.
- g) **Dog Licence and Tag Specific** - Every *dog licence* and *dog tag* issued under this bylaw shall be for the specific *dog* for which the *dog licence* and tag was issued and no *person* shall place, affix or use a *dog tag* issued in respect of that *dog* on or for a different *dog*.
- h) **Replacement Dog Tags** - A replacement *dog tag* may be issued, upon payment of the fee shown in the *City of Armstrong Rates and Fees Bylaw*.
- i) **Form of Licence** - All *dog licences* shall include as a minimum of information: name, phone number and civic address of the *owner*, civic address of the usual location where the *dog* is kept if different from the *owner's* residence and a description of the *dog*, including name, breed, sex, colouring, age and whether neutered or spayed.
- j) **Fee** - The *owner* must pay fees as established in the *City of Armstrong Rates and Fees Bylaw* for the issuance of a *dog licence* and *dog tag*, payable at City Hall and any other locations deemed appropriate by the *City* from time to time.
- k) **Non-Resident** - A *non-resident* who is the *owner* or *harbourer* of a *dog*, must have a valid licence for the *dog* as required in the jurisdiction of its ordinary residence, and at the expiry of thirty (30) days residency within the *City*, must obtain a licence for that *dog* in accordance with this bylaw.
- l) **Number of Dogs** - No *person* shall keep or harbour more than two (2) *dogs* within a residential dwelling unit.
- m) **Unweaned Dog** - All unweaned offspring of a *dog* together with the female parent shall be deemed to constitute a single *dog* for the purpose of this bylaw.

## 7. **Control of Dogs**

- a) **Running at Large** - No *owner* or *harbourer* of a *dog* shall allow their *dog* to run at large.
- b) **Noise** - No *owner* or *harbourer* of a *dog* shall allow their *dog* to make or cause to make noises or sounds which disturb or tend to disturb the quiet, peace, rest, enjoyment, comfort or convenience of the neighbourhood, or *persons* in the vicinity.
- c) **Odour** - No *owner* or *harbourer* of a *dog* shall allow foul odour to disturb the quiet enjoyment of the neighbourhood, or *persons* in the vicinity.
- d) **Dog in Heat** - No *owner* or *harbourer* of a *dog* shall allow a female *dog*, during its ovulatory period, to be left unattended in a yard that is not fenced to keep other *dogs* out.
- e) **Signage Prohibiting Dogs** - No *owner* or *harbourer* of a *dog* shall permit their *dog* within or on any private or public property that has signage restricting or prohibiting *dogs* from entering said property. *Guide Dogs*, *Service Dogs* and *Police Dogs* are exempt from this section of the bylaw.

- f) **Deposit of Faeces** - No *owner* or *harbourer* of a *dog* shall allow their *dog* to leave or deposit any faeces on any public property, which shall include parks, boulevards, road right-of-ways or sidewalks or on any private property, other than the property of the *owner* or *harbourer*, unless the *owner* shall immediately take steps to remove such faeces, and dispose of the same in a sanitary manner. *Guide Dogs* are exempt from this section of the bylaw.
- g) **Harassing a Person** - No *owner* or *harbourer* of a *dog* shall allow their *dog* to harass, chase, or approach a *person* in a menacing fashion or apparent attitude of attack.
- h) **Harassing an Animal** - No *owner* or *harbourer* of a *dog* shall allow their *dog* to harass, chase, bite, or otherwise attack a domestic animal.
- i) **Chase a Vehicle** – No *owner* or *harbourer* of a *dog* shall allow their *dog* to chase a vehicle or cyclist.
- j) **Aggressive Behaviour** No *owner* or *harbourer* of a *dog* shall permit the *dog* to display *aggressive behaviour* towards a person or a domestic animal
- k) **Dog Bites** - No *owner* or *harbourer* of a *dog* shall allow their *dog* to bite, inflict injury, or otherwise attack a *person* or domestic animal.
- l) **Damage to Property** - No *owner* or *harbourer* of a *dog* shall allow their *dog* to damage any property of another *person*.
- m) **Leashed** All *dogs* must be secured by a collar or harness and a leash, with a maximum length of two (2) meters, suitable to the size and strength of the *dog*, when in a public place other than an *off-leash area*;

## 8. Dog with Disease

8.1 The *owner* or *harbourer* of a *dog* that apparently has a disease or that is diagnosed by a veterinarian with a contagious disease must, where the disease poses a threat to the health or safety of a person or domestic animal, ensure that the dog does not leave the property or premises of the *owner* except to be assessed or treated by a veterinarian, in which case the dog must be transported in such a manner as to ensure that it does not come into contact with another person or domestic animal.

## 9. Aggressive Dog

- 9.1 A *dog owner* or *harbourer* to whom a notice designating their *dog* as an *aggressive dog* has been delivered must fulfill all requirements and meet all restrictions set out in the notice, which may include any or all of the following:
  - a) secure the *dog* by a collar or harness and a leash, with a maximum length of one meter, suitable to the size and strength of the *dog*, when in a public place;
  - b) not cause, permit, or allow the *dog* to enter an *off-leash area*;
  - c) ensure the dog has *permanent identification* within one month of the *dog* being designated an *aggressive dog*;
  - d) provide the identification information to the *Chief Bylaw Officer*, and

- e) carry out any other measures that the *Chief Bylaw Officer* considers necessary or appropriate to control and prevent further *aggressive behavior*.
- 9.2 After one year of a *dog* being designated an *aggressive dog*, the *owner* may apply in writing to the *Chief Bylaw Officer* to have the designation removed, accompanied by evidence that all requirements and restrictions set out in the notice of designation have been met, and such other information that may support the application.
- 9.3 Subject to subsection 9.4, on reviewing an application under section 9.2, if the *Chief Bylaw Officer* is satisfied that
- a) the *City* has not received any further complaints regarding that *dog*;
  - b) the *dog* appears unlikely to display any further *aggressive behaviour*;
  - c) the *owner* and the *dog* have successfully completed a training course designed to prevent dog aggression;
  - d) the *dog* has *permanent identification*; and
  - e) the *owner* has been diligent in meeting the requirements and restrictions set out in the notice of designation,
- the *Chief Bylaw Officer* may, by written notice to the *owner*, remove the *aggressive dog* designation.
- 9.4 If a *dog* is designated an *aggressive dog* more than once, there is no further ability to remove the *aggressive dog* designation from the *dog*.

## **10. Vicious Dog**

- 10.1 A *dog owner* or *harbourer* to whom a notice designating their *dog* as an *vicious dog* has been delivered must fulfill all requirements and meet all restrictions set out in the notice, which may include any or all of the following:
- a) the *dog* must not be allowed, at any time, to be at large within the *City*, whether or not the care and custody of the *dog* has been assigned to any other *person*;
  - b) the *dog* must be secured by a collar or harness and a leash, with a maximum length of 1 meter, suitable to the size and strength of the *dog*, when in a public place;
  - c) the *dog* must be *muzzled* in such a manner as to prevent it from being able to bite a *person* or a domestic animal when in a public place;
  - d) if the *dog* is to be left unattended by the *owner* at any time or place, including anywhere on the premises under control of the *owner*, the *dog* must remain in a *secure enclosure* located within securely fenced premise, with all fences and gates kept locked to prevent access to the fenced area and the enclosure;

- e) a clearly visible sign must be posted at all points of entry onto any premises where the *dog* is being kept, temporarily or permanently, warning that there is a *vicious dog* on the premises;
  - f) the *dog* must not be brought to or allowed to enter an *off-leash area*;
  - g) the *dog* must have *permanent identification* within one month of its being designated a *vicious dog*, and the identification information provided to the *Chief Bylaw Officer*;
  - h) in the case of transfer of ownership of the *dog*, the current *owner* must notify the prospective *owner* and the *City* in writing that the *dog* has been designated as a *vicious dog* prior to the transfer of ownership; and
  - i) carry out any other measures that the *Chief Bylaw Officer* considers necessary or appropriate to prevent incidents of harm to other domestic animals or to any person.
- 10.2 An *owner* who has received notice that their *dog* has been designated a *vicious dog* may, within fourteen (14) days of the notice being delivered, make written representations to the *Chief Bylaw Officer*, requesting that the designation be reconsidered, providing explanation and any related information that would support changing or removing the designation.
- 10.3 After reviewing the representations by the owner under section 10.2, and considering other information that they consider may be relevant to the decision, the *Chief Bylaw Officer*, may:
- a) confirm the designation of the *dog* as a *vicious dog*;
- rescind the designation of *vicious dog* and make no designation regarding the *dog*; or substitute the designation of a *vicious dog* with the designation of an *aggressive dog* and modify any conditions or restrictions that were imposed as a result of the *vicious dog* designation.

## 11. **Dangerous Dogs**

- a) The *owner* or *harbourer* of a *dangerous dog* shall confine the *dog* in a *secure enclosure* and shall muzzle the *dog* whenever it is off the *owner's* or *harbourer's* premises.
- b) The *owner* or *harbourer* of a *dangerous dog* shall not cause, permit or allow the *dog* to enter an *off-leash area*.
- c) The *owner* or *harbourer* of a *dangerous dog* shall ensure the *dog* has *permanent identification* within 30 days of the *dog* been designated a *dangerous dog* and provide a copy of the identification information to the *City*.
- d) If a *dangerous dog* attacks or pursues a *person* or domestic animal, the *Dog Control Officer* may impound the *dog*,

- 11.1 If the Chief Bylaw Officer, by their personal observation of a *dog* or by report of the *Dog Control Officer*, a bylaw enforcement officer or a police officer, believes that a dog is a *dangerous dog*, and that the *dog* was not acting while in the course of attempting to prevent a person from committing an unlawful act, or performing law enforcement work, the *Chief Bylaw Officer* may take any one or more actions set out in section 49 of the *Community Charter*, in accordance with that enactment, including to
- a) seize, impound and detain the *dog* for up to 21 days;
  - b) within the 21 day period, to apply to the Provincial Court for an order that the *dog* be destroyed,
  - c) if a court application is made, to further detain the *dog* until the decision of the court is issued; and
  - d) if the court orders that the *dog* be destroyed, to arrange for its humane destruction in accordance with the order, or
  - e) if the court dismisses the application, to return the *dog* to its *owner*.
- 11.2 The *owner* of a *dog* that has been seized, impounded or detained as a *dangerous dog* pursuant to subsection 11.1 must
- a) pay fees for its impoundment, whether or not the *dog* is ordered to be destroyed, and
  - b) comply with any and all measures imposed by the *Chief Bylaw Officer* in relation to any designation made by the Chief Bylaw Officer under section 9 [ *aggressive dog*] or section 10 [ *vicious dog*] and any further restrictions and requirements that the *Officer* considers necessary or advisable to control the *dog* as a *dangerous dog* and prevent it from harming another domestic animal or a person.

## **12. Impounding of Dogs**

- a) **Impound** - Any unlicensed ***dog*** that is required to be licensed, ***running at large***, found straying or trespassing on private property, or that is, or appears to be, suffering **may be impounded**.
- b) **Release** - No *dog* shall be released from the *dog pound* until all provisions of this bylaw have been met and all fees and penalties have been paid.
- c) **Time** – Unless impounded as a *dangerous dog* pursuant to a court application under section 49 of the *Community Charter*, all impounded *dogs* shall be retained for a period of up to Twenty One (21) days, from the time of impoundment or until released to the *owner*, whichever is the shorter time.
- d) **Unlawful Release** - A *person* must not release or rescue or to attempt to release or rescue any *dog* lawfully in the custody of the *Dog Control Officer*.

- e) **Notice of Impoundment** - The *Dog Control Officer* will attempt to notify the *owner* of an impounded *dog* by telephone or mail, whichever is the most practical, where the *dog* has a *dog* tag, *permanent identification* or otherwise where the *owner* can be readily identified.
- f) **Unclaimed Dogs** - In case the *owner* or *harbourer* is not known, or the *owner* so notified has not paid the fees and penalties pursuant to this bylaw, the *Chief Bylaw Officer* may transfer the *dog* or *dogs* to the local branch of the S.P.C.A. or other similar organization, or destroy the *dog* or *dogs* as provided for in this bylaw and in accordance with the provisions of the *Community Charter*.
- g) **Diseased, Suffering or Dangerous Dogs** - Despite any other provision of this bylaw, a *dog* may be destroyed immediately upon receipt if it is verified by a licensed veterinarian to be diseased or suffering, or the destruction is requested by the *owner* upon signing a waiver form.
- h) **Destruction of Dogs** – In the case of abandonment, once a seventy-two (72) hour period of impoundment has expired, if no one expresses an interest to claim, purchase or adopt the *dog*, the *Chief Bylaw Officer* is empowered to transfer the *dog* to a veterinarian or to the local branch of the S.P.C.A or similar organization capable of receiving the *dog* to be adopted or destroyed.
- i) **Voluntary Surrender of a Dog** - If the *owner* of a *dog* requests the *Dog Control Officer* to take away any *dog* which the *owner* thereof desires to have destroyed, the *owner* shall provide evidence of ownership and shall sign a waiver in a form approved by the *Chief Bylaw Officer*, acknowledging that they have voluntarily relinquished all rights to the *dog* and shall pay the fee outlined in the *City of Armstrong Rates and Fees Bylaw*.
- j) **Responsibility for Uncollected Fees or Costs** - The *owner* shall be responsible for all uncollected fees, fines or penalties in respect of an impounded *dog*, whether or not the *dog* has been released.

### **13 Offence and Penalty**

- a) Any *person* who violates any of the provisions of this bylaw or who suffers or permits any act or thing to be done in contravention of this bylaw or who neglects to do or refrains from doing any act or thing which violates any of the provisions of this bylaw commits an offence. Each day that such violation is permitted to continue may constitute a separate offence.
- b) Any *person* guilty of violating this Bylaw shall be liable to a penalty of not more than \$2,000 or a term of imprisonment not exceeding sixty days or to both.

#### **1. Severance**

- a) If any portion of this bylaw is declared ultra vires by a Court of Competent Jurisdiction or found to be illegal or unenforceable, that part or section shall be considered to be separate and severable from the bylaw to the intent that the remainder of the bylaw shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law.

#### **2. Bylaw Repealed**

- a) “*City of Armstrong Dog Regulation and Impounding Bylaw Number 1773*” and any amendments thereto, are hereby repealed.

**READ a first time** this 8<sup>th</sup> day of March 2021.

**READ a second time** this 8<sup>th</sup> day of March 2021.

**READ a third time** this 8<sup>th</sup> day of March 2021.

**ADOPTED** this 22<sup>nd</sup> day of March 2021.

Signature on File  
CORPORATE OFFICER

Signature on File  
MAYOR