

**VILLAGE OF PLASTER ROCK  
BY-LAW NO. 40**

**A BY-LAW RESPECTING THE PROVISION OF POLICE PROTECTION SERVICE IN  
THE VILLAGE OF PLASTER ROCK**

The Council of the Village of Plaster Rock, under the authority vested in it by Section 10(3) of *Local Governance Act* and Amendments thereto, hereby makes and enacts this by-law as follows:

**1. TITLE**

This by-law may be cited as the Police Services By-law of the Village of Plaster Rock.

**2. DEFINITIONS**

In this By-law, unless the context otherwise requires:

“Municipality” means the Village of Plaster Rock

“Council” means the Council for the Village of Plaster Rock

“Agreement” means the Provincial Police Service Agreement between the Village of Plaster Rock and the Province of New Brunswick for the provision of police services.

“Parties” means the Village of Plaster Rock and the Province of New Brunswick.

“Police Act” means the Province of New Brunswick’s *Police Act* Chapter P-9.2 and regulations thereunder and amendments thereto.

**3. RESPONSIBILITY**

It is the Municipality’s responsibility pursuant to the *Police Act* (“the Act”) to provide and maintain police services within the Municipality, as defined in section 3(1).

**4. AUTHORITY**

The Municipal Council of the Village of Plaster Rock entered into a Provincial Police Service Agreement with the Province of New Brunswick on May 22, 2013 for the provision of policing services by the Royal Canadian Mounted Police as enabled by the *Police Act* in the Province of New Brunswick.

## **5. PROVISION OF POLICE SERVICES**

The Municipality shall be policed by members of the Royal Canadian Mounted Police under the terms of the Provincial Police Service agreement in a manner consistent with detachment policing and the specialized services that operate in support of detachment policing as may be required from time to time.

## **6. TERMS AND CONDITIONS**

1. The Agreement shall be in full force and effective January 1, 2013 until either party gives notice of termination or upon termination of the Provincial Police Service Agreement.
2. The Agreement may be extended or renewed for an additional period(s) upon terms that are agreed to by both Parties.
3. A notice of termination of the Agreement by the Municipality shall include an alternate police services model as prescribed by the *Police Act* which will be implemented by the Municipality and, if applicable, proof of a contractual agreement.
4. Subject to sections of the Provincial/Municipal Agreement - 4.4 and 4.5, this agreement may be terminated on December 31 of any year by either party giving the other party notice of such termination 12 months prior to the intended date of termination. Notice of termination must be in writing and agreed and signed.
5. A notice of termination by the Municipality shall include an alternate policing model as prescribed by the Police Act which will be implemented in the Village of Plaster Rock.
6. The Agreement cannot be modified, changed or amended except by signed, written agreement by both Parties.

## **7. SEVERABILITY**

If any part of this by-law shall be held invalid, such part shall be deemed severable and the invalidity thereof shall not affect the remaining parts of this by-law.

**8. EFFECTIVE DATE**

This by-law comes into effect on the date of final enactment thereof.

Read First Time: May 19<sup>th</sup>, 2020  
*(By Title Only)*

Read Second Time: May 19<sup>th</sup>, 2020  
*(By Title Only)*

*Read Third Time:*  
*(In Its Entirety) and Enacted:* June 15<sup>th</sup>, 2020

Alexis Fenner  
Alexis Fenner  
Mayor

Patty St. Peter  
Patty St. Peter  
Clerk-Manager