



**A BY-LAW RESPECTING THE PROVISION OF POLICE PROTECTIVE SERVICES  
IN SUNBURY-YORK SOUTH RURAL COMMUNITY**

The Council of Sunbury-York South Rural Community, 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 Sunbury-York South Rural Community.

**2. DEFINITIONS**

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

“**Rural Community**” means Sunbury-York South Rural Community.

“**Council**” means the Council for Sunbury-York South Rural Community.

“**Agreement**” means the Provincial Police Service Agreement between Sunbury-York South Rural Community and the Province of New Brunswick for the provision of police services.

“**Parties**” means Sunbury-York South Rural Community 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 Rural Community's responsibility pursuant to the *Police Act* ("the Act") to provide and maintain police services within the Rural Community, as defined in section 3(1).

#### **4. AUTHORITY**

The Council for Sunbury-York South entered into a Provincial Police Service Agreement with the Province of New Brunswick 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 Rural Community 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**

- a) The Agreement shall be in full force and effective January 1, 2025 until either party gives notice of termination or upon termination of the Provincial Police Service Agreement.
- b) The Agreement may be extended or renewed for an additional period(s) upon terms that are agreed to by both Parties.
- c) A notice of termination of the Agreement by the Rural Community shall include an alternate police services model as prescribed by the *Police Act* which will be implemented by the Rural Community and, if applicable, proof of a contractual agreement.
- d) Notice of termination must be in writing and agreed and signed.
- e) 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**

In Witness whereof the Sunbury-York South Rural Community has caused its corporate seal to be hereunto affixed to this By-Law the 19th of November 2024.

First Reading: In its entirety — October 15, 2024

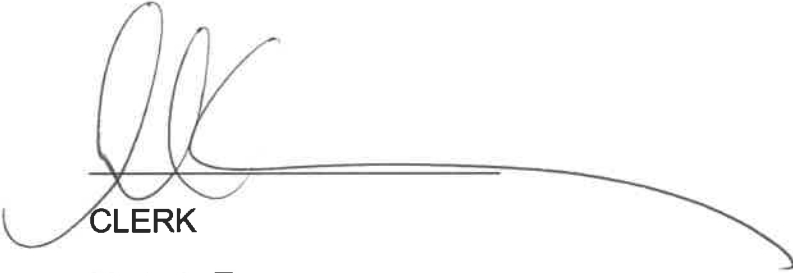
Second Reading: By Title —November 19, 2024

Third Reading: By title - November 19, 2024



MAYOR

David Hayward



CLERK

Marjorie Turner

