

**TOWN OF SAINT ANDREWS
BY-LAW 19-02**

**A BY-LAW RESPECTING THE PROVISION OF
POLICE PROTECTION SERVICE
IN THE TOWN OF SAINT ANDREWS**

The Council of the Town of Saint Andrews, under the authority vested in it by the *Local Governance Act, Section 10(3)* and amendments thereto, hereby makes and enacts this by-law as follows:

1. TITLE

This by-law may be cited as the Police Protection By-law of the Town of Saint Andrews.

2. DEFINITIONS

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

“*Town*” means the Town of Saint Andrews.

“*Council*” means the Council for the Town of Saint Andrews.

“*Agreement*” means the Municipal Police Service Agreement (MPSA) between the Town of Saint Andrews and the Government of Canada for the provision of police protection services.

“*Parties*” means the Town of Saint Andrews and the Government of Canada.

“*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 Town’s responsibility pursuant to the *Local Governance Act, s.10(3)* and the *Police Act in the Province of New Brunswick s.3(1)* to provide and maintain police protection services within the Town.

4. AUTHORITY

Through the resolution of Council dated 26 March 2012, the Town of Saint Andrews entered into a Municipal Police Service Agreement (MPSA) with the Government of Canada for the provision of policing protection services by the Royal Canadian Mounted Police as enabled by the *Police Act* and the *Royal Canadian Mounted Police Act, s.20*.

5. PROVISION OF POLICE PROTECTION SERVICES

The Town shall be policed by members of the Royal Canadian Mounted Police under the terms of the MPSA (2012) in a manner consistent with the powers and duties of the municipal police service.

6. TERMS AND CONDITIONS

- A. The Agreement shall be in full force and effective April 01, 2012 until either party gives notice of termination or upon expiration of the MPSA.
- B. The Agreement may be extended or renewed for an additional period(s) upon terms that are agreed to by both Parties.
- C. Notice of termination must be in writing and agreed and signed as per the notice requirements specified in the MPSA.

- D. The Agreement cannot be modified, changed or amended except by signed, written agreement by both Parties.
- E. The Town shall also notify the Province of New Brunswick of a notice of termination of the Agreement, and such notice shall include an alternate police services model as prescribed by the *Police Act* which will be implemented by the Town and, if applicable, proof of a contractual agreement.

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 the First Time this 14th day of **January, 2019**

Read the Second Time this 4th day of **February, 2019**

Read the Third Time and Enacted this 4th day of **March, 2019**



Doug Naish, Mayor



Chris Spear, Acting Clerk

