THIS AGREEMENT made in triplicate this 09 day of April, A.D., 2001

BETWEEN: The City of Moncton, a municipal corporation, duly incorporated under and by virtue of a Special Act of the Legislative Assembly of the Province of New Brunswick, hereinafter called "Moncton",

Of the First Part;

- and –

The Town of Riverview, a municipal corporation, duly incorporated under and by virtue of a Special Act of the Legislative Assembly of the Province of New Brunswick, hereinafter called "Riverview",

Of the Second Part;

- and –

The Town of Dieppe, a municipal corporation, duly incorporated under and by virtue of a Special Act of the Legislative Assembly of the Province of New Brunswick, hereinafter called "Dieppe",

Of the Third Part;

WITNESSETH that in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. (1) The Parties (collectively referred to as "the Municipalities") hereby agree to establish a Regional Policing Authority, pursuant to the *Police Act*, c. P-9.2, R.S.N.B. 1973 (hereinafter called "the Authority") for the purpose of providing regional policing services for their respective municipalities. The name of the Authority shall be the Codiac Regional Policing Authority.

(2) The region to be policed by the Authority shall be the municipalities of Moncton, Riverview and Dieppe, and is hereinafter referred to as the "Region".

(3) The effective date of the provision of Policing services shall be the date of proclamation of An Act to Amend the Police Act, 2000.

(4) The parties agree that the Authority shall be empowered to accept an assignment of the Regional Police Service Agreement between the Government of Canada and the Government of the Province of New Brunswick.

2. (1) Representation on the Authority shall be comprised as follows:

(a) Moncton shall appoint seven members, at least one of which shall be a member of council, as defined by the Municipalities Act, and all of whom shall be and remain ordinarily resident in the City of Moncton;

(b) Riverview shall appoint two members, at least one of which shall be a member of council, as defined by the Municipalities Act, and all of whom shall be and remain ordinarily resident in the Town of Riverview; and

(c) Dieppe shall appoint two members, at least one of which shall be a member of council, as defined by the Municipalities Act, and all of whom shall be and remain ordinarily resident in the Town of Dieppe.

(2) The Minister of Public Safety shall appoint one member to the Authority who shall be ordinarily resident within the boundaries of the Region.

(3) The Chairperson, the Vice-Chairperson, and the Secretary of the Authority shall be elected by the members and shall hold office for a period of one year, provided however, that each may be re-elected for a subsequent term or terms. The Chair shall be a voting member of the Authority.

3. (1) The Municipalities hereto may, at their individual discretion, appoint their members to the Authority for varying terms, but each not to exceed a period of three years.

(2) A member of council for any party hereto will cease membership on the Authority when no longer a member of council.

4. (1) The Municipalities shall be responsible for funding the Authority as provided for herein.

(2) On or before the 1st day of October each year, the Authority will submit an annual budget to the Municipalities for consideration.

(3) Once approved by the Municipalities, the costs of the Authority will be shared as per the following schedule :

(a) Year 2001

Moncton	74.0% of the total cost of the service
Dieppe	13.5% of the total cost of the service
Riverview	12.5% of the total cost of the service

(b) Beginning in year 2002, the contribution which each party shall pay toward the total cost of the Regional Police Service shall be based on the SARPLE formula established by the RCMP or any cost-sharing formula to which the municipalities can agree. The formula shall be adjusted when new census figures first become available from Statistics Canada following commencement of the Agreement and every five years thereafter.

(4) In the event that the Authority completes a fiscal year with surplus funds, they will be applied to the ensuing year's budget thereby reducing the contribution of the Municipalities on a pro rata basis.

(5) In the event that the Authority completes a fiscal year with a deficit, the budget for the ensuing year shall account for same.

5. (1) The Authority shall, by liaison with the Commanding Officer, Codiac RCMP, monitor accommodation, equipment and support staff requirements and maintain their adequacy in accordance with this agreement and the Regional Police Service Agreement.

(2) The Authority shall establish and maintain a purchasing policy covering the acquisition, tendering, valuation, and disposal of equipment, vehicles, and other property.

6. (1) The Authority shall schedule regular meetings and shall meet at least once in each quarter of the calendar year.

(2) The Chairperson may call a Special Meeting (or in his/her absence or failure to act, the Vice Chairperson) and shall hold a Special Meeting within seven days upon the written request of any three members. The notice shall state the purpose of the meeting.

(3) A majority of the voting members of the Authority, with each municipality represented, shall constitute a quorum.

(4) Meetings shall be conducted according to Robert's Rules of Order.

(5) The Authority may adopt by-laws and policies to govern and regulate its activities.

7. (1) Administration, accounting and payment of all invoices and expenses of the Authority shall be carried out by Moncton.

(2) Upon receipt of invoices from the Authority, Moncton shall, in turn, invoice Riverview & Dieppe for their respective shares; said invoices to be paid within 30 days of receipt.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed at the City of Moncton, in the County of Westmorland, and Province of New Brunswick, the day and year first herein written.

SIGNED, SEALED AND DELIVERED)

The City of Moncton

Mayor

City Clerk

The Town of Riverview

Mayor

City Clerk

The Town of Dieppe

Mayor

City Clerk

THIS AMENDING AGREEMENT made in triplicate this 17 day of August, A.D., 2004

BETWEEN: **The City of Moncton**, a municipal corporation, duly incorporated under and by virtue of a Special Act of the Legislative Assembly of the Province of New Brunswick, hereinafter called "Moncton",

Of the First Part;

- and –

The City of Dieppe, a municipal corporation, duly incorporated under and by virtue of a Special Act of the Legislative Assembly of the Province of New Brunswick, hereinafter called "Dieppe",

Of the Second Part;

- and -

The Town of Riverview, a municipal corporation, duly incorporated under and by virtue of a Special Act of the Legislative Assembly of the Province of New Brunswick, hereinafter called "Riverview",

Of the Third Part;

WHEREAS the Parties hereto entered into an Agreement dated the 9th day of April, 2001 for the establishment of a Policing Authority (hereafter the "Authority");

AND WHEREAS said Agreement delegated to the Authority the function of policing the areas of Moncton, Dieppe, and Riverview, defined as the "Region";

AND WHEREAS said Agreement also provided for the funding of the Authority;

AND WHEREAS the Parties have been in discussion toward the development of a new funding formula pursuant to Clause 4(3)(b) thereto;

AND WHEREAS the Parties have reach accord on a funding formula for the Authority for the fiscal year 2004 only;

WITNESSETH that in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. Notwithstanding Clause 4(3)(b) of the aforementioned Agreement between the Parties, the funding formula for the fiscal year 2004 shall be as follows:

(a)	Moncton	76.11% of the total cost of the service;
(b)	Dieppe	12.18% of the total cost of the service; and
(c)	Riverview	11.71% of the total cost of the service.

2. The Parties further agree and confirm that this funding formula is intended to apply for the 2004 fiscal year only and that the discussions currently under way between them will continue in good faith toward the goal of establishing an appropriate and acceptable funding formula into the future.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed at the City of Moncton, in the County of Westmorland, and Province of New Brunswick, the day and year first herein written.

SIGNED, SEALED AND DELIVERED)

The City of Moncton

Mayor

City Clerk

The Town of Riverview

Mayor

City Clerk

The City of Dieppe

Mayor

City Clerk

Province of New Brunswick

County of Westmorland

To Wit:

I, **Barbara A. Quigley**, of the City of Moncton in the County of Westmorland and Province of New Brunswick, MAKE OATH AND SAY:

1. That I am the City Clerk of the City of Moncton and Lorne M. Mitton is the Mayor of the said City.

2. That as the City Clerk of the City of Moncton I have custody of the common seal of the City of Moncton and am duly authorized to affix the seal to any agreement made by the City of Moncton.

3. That the seal affixed to the aforegoing agreement is the common seal of the City of Moncton and such seal was by me affixed thereto by order of the City Council of the City of Moncton and for the purposes therein set forth.

4. That the signature "Lorne M. Mitton" to the said agreement subscribed as Mayor, is in the true and proper handwriting of him, the said Lorne M. Mitton and was signed by him in my presence; and the signature "Barbara A. Quigley" to the aforegoing agreement subscribed as City Clerk is in my true and proper handwriting.

SWORN TO at the City of Moncton,
in the County of Westmorland
and Province of New Brunswick,
this 17 day of August, A.D., 2004
BEFORE ME:

Barbara Elizabeth Blackmore
A Commissioner of Oaths

Barbara A. Quigley

Commissioner of Oaths
Barbara Elizabeth Blackmore
My Commission Expires Dec. 31, 2005

PROVINCE OF NEW BRUNSWICK

COUNTY OF ALBERT

I, David M. Muir, of the Town of Riverview, in the County of Albert and Province of New Brunswick, **MAKE OATH AND SAY THAT:**

1. I am the Town Administrator/Clerk of the Town of Riverview and have the custody of the Corporate Seal thereof.

2. The Seal to the aforegoing instrument affixed purporting to be the Corporate Seal of the Town of Riverview, is the Corporate Seal of the said Town of Riverview, one of the parties named in the aforegoing instrument, and that it was so affixed by order of the said Town of Riverview.

3. The signature "Clarence Sweetland" subscribed to the said instrument is the signature of Clarence Sweetland, Mayor of the said Town of Riverview, and the signature of "Dave Muir" subscribed thereto, is my signature, and said Clarence Sweetland as Mayor and myself as Town Administrator/Clerk of the said Town of Riverview are the duly authorized officers to execute the said instrument.

SWORN TO BEFORE ME:
at the Town of Riverview
in the County of Albert and
Province of New Brunswick
this 26th day of August, 2004.

A Commissioner of Oaths

(as) Clarence Sweetland

(as) David M. Muir

DENYSE C. RICHARD
MY COMMISSION OF
OATHS EXPIRES
DECEMBER 31, 2007

PROVINCE OF NEW BRUNSWICK

COUNTY OF WESTMORLAND

I, **LOUISE BELLIVEAU**, of the City of Dieppe, in the County of Westmorland and Province of New Brunswick, **MAKE OATH AND SAY:**

1. **THAT** I am the Assistant City Clerk of the City of Dieppe and **YVON LAPIERRE** is the Mayor of the said City;

2. **THAT** as Assistant City Clerk of the City of Dieppe, I have custody of the common seal of the City of Dieppe and am duly authorized to affix the seal to any Indenture made by the City of Dieppe;

3. **THAT** the seal affixed to the aforegoing Indenture is the common and corporate seal of the City of Dieppe and such seal was by me affixed thereto by order of the Council of the City of Dieppe and for the purposes therein set forth;

4. **THAT** the signature **"YVON LAPIERRE"** to the said Indenture subscribed as Mayor is in the true and proper handwriting of him, the said Yvon Lapierre and was signed by him in my presence; and the signature **"LOUISE BELLIVEAU"** to the aforegoing Indenture subscribed as Assistant City Clerk is in my true and proper handwriting;

SWORN TO at the City of Dieppe
in the County of Wesmorland
and Province of New Brunswick,
this 21st day of September
A.D., 2004, **BEFORE ME:**

Louise Belliveau
LOUISE BELLIVEAU

Suzanne McIntyre
A COMMISSIONER OF OATHS
BEING A SOLICITOR

THIS AMENDING AGREEMENT made in triplicate this 22nd day of December, 2004

BETWEEN:

The City of Moncton, a municipal corporation, duly incorporated under and by virtue of a Special Act of the Legislative Assembly of the Province of New Brunswick, hereinafter called "Moncton",

Of the First Part;

- and –

The City of Dieppe, a municipal corporation, duly incorporated under and by virtue of a Special Act of the Legislative Assembly of the Province of New Brunswick, hereinafter called "Dieppe",

Of the Second Part;

- and -

The Town of Riverview, a municipal corporation, duly incorporated under and by virtue of a Special Act of the Legislative Assembly of the Province of New Brunswick, hereinafter called "Riverview",

Of the Third Part;

WHEREAS the Parties hereto entered into an Agreement dated the 9th day of April, 2001 for the establishment of a Policing Authority (hereafter the "Authority");

AND WHEREAS said Agreement delegated to the Authority the function of policing the areas of Moncton, Dieppe, and Riverview, defined as the "Region";

AND WHEREAS said Agreement also provided for the funding of the Authority;

AND WHEREAS the Parties have been in discussion toward the development of a new funding formula pursuant to Clause 4(3)(b) thereto;

AND WHEREAS the Parties have reached accord on a funding formula for the Authority for a period not to exceed three (3) years;

WITNESSETH that in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

..../2

1. Notwithstanding Clause 4(3)(b) of the aforementioned Agreement between the Parties, the funding formula for the 2005, 2006 and 2007 fiscal years of the Authority shall be as follows:

(a)	Moncton	76.31% of the total cost of the service;
(b)	Dieppe	12.18% of the total cost of the service; and
(c)	Riverview	11.51% of the total cost of the service.

2. The Parties agree and confirm that this funding formula is intended to apply for the aforementioned years only and that the discussions currently under way between them will continue in good faith toward the goal of establishing an appropriate and acceptable funding formula which, if concluded will replace the formula provided for herein. The Parties further agree and acknowledge that should they not be successful in reaching accord on a new funding formula by the expiration of this agreement then the SARPLE formula will prevail.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed at the City of Moncton, in the County of Westmorland, and Province of New Brunswick, the day and year first herein written.

SIGNED, SEALED AND DELIVERED)

The City of Moncton

Mayor

City Clerk

The City of Dieppe

Mayor

City Clerk

The Town of Riverview

Mayor

Town Clerk

Province of New Brunswick

County of Westmorland

To Wit:

I, **Barbara A. Quigley**, of the City of Moncton in the County of Westmorland and Province of New Brunswick, MAKE OATH AND SAY:

1. That I am the City Clerk of the City of Moncton and Lorne M. Mitton is the Mayor of the said City.

2. That as the City Clerk of the City of Moncton I have custody of the common seal of the City of Moncton and am duly authorized to affix the seal to any agreement made by the City of Moncton.

3. That the seal affixed to the aforegoing agreement is the common seal of the City of Moncton and such seal was by me affixed thereto by order of the City Council of the City of Moncton and for the purposes therein set forth.

4. That the signature "Lorne M. Mitton" to the said agreement subscribed as Mayor, is in the true and proper handwriting of him, the said Lorne M. Mitton and was signed by him in my presence; and the signature "Barbara A. Quigley" to the aforegoing agreement subscribed as City Clerk is in my true and proper handwriting.

SWORN TO at the City of Moncton, in the County of Westmorland and Province of New Brunswick, this 22nd day December, A.D., 2004 BEFORE ME:

M. Lorraine Parsons
A Commissioner of Oaths
Commissioner of Oaths
M. Lorraine Parsons

My Commission Expires December 31, 2006

Barbara A. Quigley

PROVINCE OF NEW BRUNSWICK

COUNTY OF WESTMORLAND

I, **LOUISE BELLIVEAU**, of the City of Dieppe, in the County of Westmorland and Province of New Brunswick, **MAKE OATH AND SAY:**

1. **THAT** I am the Assistant City Clerk of the City of Dieppe and **YVON LAPIERRE** is the Mayor of the said City;

2. **THAT** as Assistant City Clerk of the City of Dieppe, I have custody of the common seal of the City of Dieppe and am duly authorized to affix the seal to any Indenture made by the City of Dieppe;

3. **THAT** the seal affixed to the aforegoing Indenture is the common and corporate seal of the City of Dieppe and such seal was by me affixed thereto by order of the Council of the City of Dieppe and for the purposes therein set forth;

4. **THAT** the signature **"YVON LAPIERRE"** to the said Indenture subscribed as Mayor is in the true and proper handwriting of him, the said Yvon Lapierre and was signed by him in my presence; and the signature **"LOUISE BELLIVEAU"** to the aforegoing Indenture subscribed as Assistant City Clerk is in my true and proper handwriting;

SWORN TO at the City of Dieppe)
in the County of Wesmorland)
and Province of New Brunswick,)
this 15 of Dec)
A.D., 2004, **BEFORE ME:**)

)
)
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)
)
)
)

A COMMISSIONER OF OATHS)LOUISE BELLIVEAU
BEING A SOLICITOR)
ANDRÉ DAIGLE

PROVINCE OF NEW BRUNSWICK

COUNTY OF ALBERT

To Wit:

I, **David M. Muir**, of the Town of Riverview in the County of Albert and Province of New Brunswick, MAKE OATH AND SAY:

1. That I am the Town Clerk of the Town of Riverview and Clarence Sweetland is the Mayor of the said Town.

2. That as the Town Clerk of the Town of Riverview I have custody of the common seal of the Town of Riverview and am duly authorized to affix the seal to any agreement made by the Town of Riverview.

3. That the seal affixed to the aforegoing agreement is the common seal of the Town of Riverview and such seal was by me affixed thereto by order of the Town Council of the Town of Riverview and for the purposes therein set forth.

4. That the signature "Clarence Sweetland" to the said agreement subscribed as Mayor, is in the true and proper handwriting of him, the said Clarence Sweetland and was signed by him in my presence; and the signature "David M. Muir" to the aforegoing agreement subscribed as Town Clerk is in my true and proper handwriting.

SWORN TO at the Town of Riverview, in the County of Albert and Province of New Brunswick, this 16th day of December, A.D., 2004.
BEFORE ME:

A Commissioner of Oaths

DENYSE C. RICHARD
MY COMMISSION OF
OATHS EXPIRES
DECEMBER 31, 2007

David M. Muir

THIS AMENDING AGREEMENT made in triplicate this 18 day of January, 2008.

BETWEEN: **The City of Monton**, a municipal corporation, duly incorporated under and by virtue of a Special Act of the Legislative Assembly of the Province of New Brunswick, hereinafter called "Moncton",

Of the First Part;

- and –

The City of Dieppe, a municipal corporation, duly incorporated under and by virtue of a Special Act of the Legislative Assembly of the Province of New Brunswick, hereinafter called "Dieppe",

Of the Second Part;

- and -

The Town of Riverview, a municipal corporation, duly incorporated under and by virtue of a Special Act of the Legislative Assembly of the Province of New Brunswick, hereinafter called "Riverview",

Of the Third Part;

WHEREAS the Parties hereto entered into an Agreement dated the 9th day of April, 2001 for the establishment of a Policing Authority (hereafter the "Authority");

AND WHEREAS said Agreement was amended the 17th day of August, 2004;

AND WHEREAS said Agreement delegated to the Authority the function of policing the areas of Moncton, Dieppe, and Riverview, defined as the "Region";

AND WHEREAS said Agreement also provided for the funding of the Authority;

AND WHEREAS the Parties have been in discussion toward the development of a new funding formula pursuant to Clause 4(3)(b) thereto;

AND WHEREAS the Parties have reached accord on a new funding formula for the Authority;

WITNESSETH that in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. Notwithstanding Clause 4(3)(b) of the aforementioned Agreement between the Parties, the funding formula for the 2008, 2009 and 2010 fiscal years of the Authority shall be as follows:

2008

Moncton	75.7 % of the total cost of the service;
Dieppe	12.7 % of the total cost of the service; and
Riverview	11.6 % of the total cost of the service.

2009

Moncton	74.9 % of the total cost of the service;
Dieppe	13.4 % of the total cost of the service; and
Riverview	11.7 % of the total cost of the service.

2010

Moncton	74.5 % of the total cost of the service;
Dieppe	13.8 % of the total cost of the service; and
Riverview	11.7 % of the total cost of the service.

ACCORD MODIFICATIF fait le 18 janvier 2008 en trois exemplaires

ENTRE : **Moncton**, municipalité régulièrement constituée par loi spéciale de l'Assemblée législative du Nouveau-Brunswick (« Moncton »),

partie de première part;

– et –

Dieppe, municipalité régulièrement constituée par loi spéciale de l'Assemblée législative du Nouveau-Brunswick (« Dieppe »),

partie de deuxième part;

– et –

Town of Riverview, municipalité régulièrement constituée par loi spéciale de l'Assemblée législative du Nouveau-Brunswick (« Riverview »),

partie de troisième part.

ATTENDU :

que les parties ont conclu un accord le 9 avril 2001 visant la création d'une autorité responsable du maintien de l'ordre (l'« Autorité »);

que l'accord a été modifié le 17 août 2004;

que l'accord confère à l'Autorité le rôle de maintenir l'ordre dans les municipalités de Moncton, Dieppe et Riverview, qui forment la Région;

que l'accord pourvoit aussi au financement de l'Autorité;

que les parties ont tenu des pourparlers en vue de l'élaboration d'une nouvelle formule de financement au regard de l'alinéa 4(3)*b*) de l'accord;

que les parties se sont entendues sur une nouvelle formule de financement de l'Autorité;

À CES CAUSES, en contrepartie des covenants et conditions réciproques ci-prévus, les parties sont convenues de ce qui suit :

1. Nonobstant l'alinéa 4(3)*b*) de l'accord susmentionné, la formule de financement pour les exercices financiers 2008, 2009 et 2010 de l'Autorité sera la suivante :

2008

Moncton	75,7 % du coût total du service;
Dieppe	12,7 % du coût total du service;
Riverview	11,6 % du coût total du service.

2009

Moncton	74,9 % du coût total du service;
Dieppe	13,4 % du coût total du service;
Riverview	11,7 % du coût total du service.

2010

Moncton	74,5 % du coût total du service;
Dieppe	13,8 % du coût total du service;
Riverview	11,7 % du coût total du service.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed at the City of Moncton, in the County of Westmorland, and Province of New Brunswick, the day and year first herein written.

SIGNED, SEALED AND DELIVERED)

The City of Moncton

Mayor

City Clerk

The City of Dieppe

Mayor

nm Asst City Clerk

The Town of Riverview

Mayor

Town Clerk

EN FOI DE QUOI les parties ont souscrit le présent acte à Moncton, dans le comté de Westmorland, au Nouveau-Brunswick, à la date mentionnée en tête.

SIGNÉ, SCELLÉ ET DÉLIVRÉ)

Moncton

Maire

Secrétaire ~~municipale~~

Dieppe

Maire

Greffière

Town of Riverview

Maire

Secrétaire municipal

PROVINCE OF NEW BRUNSWICK

COUNTY OF WESTMORLAND

To Wit:

I, **Barbara A. Quigley**, of the City of Moncton in the County of Westmorland and Province of New Brunswick, MAKE OATH AND SAY:

1. That I am the City Clerk of the City of Moncton and Lorne M. Mitton is the Mayor of the said City.

2. That as the City Clerk of the City of Moncton I have custody of the common seal of the City of Moncton and am duly authorized to affix the seal to any agreement made by the City of Moncton.

3. That the seal affixed to the aforegoing agreement is the common seal of the City of Moncton and such seal was by me affixed thereto by order of the City Council of the City of Moncton and for the purposes therein set forth.

4. That the signature "Lorne M. Mitton" to the said agreement subscribed as Mayor, is in the true and proper handwriting of him, the said Lorne M. Mitton and was signed by him in my presence; and the signature "Barbara A. Quigley" to the aforegoing agreement subscribed as City Clerk is in my true and proper handwriting.

SWORN TO at the City of Moncton,)
in the County of Westmorland)
and Province of New Brunswick,)
this 18 day of January, A.D., 2008)
BEFORE ME:)

Barbara Elizabeth Blackmore)
A Commissioner of Oaths)

Barbara A. Quigley

Commissioner of Oaths
Barbara Elizabeth Blackmore
My Commission Expires Dec. 31, 2010

PROVINCE DU NOUVEAU-BRUNSWICK

COMTÉ DE WESTMORLAND

À savoir :

Je soussignée, **Barbara A. Quigley**, domiciliée dans la Ville de Moncton, située dans le comté de Westmorland et dans la province du Nouveau-Brunswick, DÉCLARE SOUS SERMENT ce qui suit :

1. Je suis la greffière municipale de la Ville de Moncton, et Lorne M. Mitton est le maire de ladite Ville.

2. À titre de greffière municipale de la Ville de Moncton, j'ai la garde du sceau de la Ville de Moncton et suis dûment autorisée à l'apposer sur toute entente conclue par la Ville de Moncton.

3. Le sceau apposé sur l'entente est le sceau de la Ville de Moncton, et j'ai apposé ce sceau sur la présente entente par ordre du conseil municipal de la Ville de Moncton et aux fins qui sont énoncées dans la présente entente.

4. La signature « Lorne M. Mitton » apposée sur ladite entente comme étant celle du maire est bien celle dudit Lorne M. Mitton; l'entente a été signée par ce dernier en ma présence et la signature « Barbara A. Quigley » apposée sur l'entente comme étant celle de la greffière municipale est bien la mienne.

FAIT SOUS SERMENT en la
ville de Moncton,)
comté de Westmorland,)
dans la province du Nouveau-Brunswick,)
le 18 jour de janvier 2008)
DEVANT MOI !)
)
)
)
)
)
)
)

Barbara Elizabeth Blackmore
Un commissaire aux serments

Barbara A. Quigley

Commissioner of Oaths
Barbara Elizabeth Blackmore
My Commission Expires Dec. 31, 2010

Form 45

AFFIDAVIT OF CORPORATE EXECUTION

***Land Titles Act*, S.N.B. 1981, c.L-1.1, s.55**

Deponent:	LOUISE MAILLET 127 Queen Mary Road Moncton, NB E1A 3P4
Office Held by Deponent:	Assistant City Clerk
Corporation:	City of Dieppe
Other Officer Who Executed the Instrument:	ACHILLE MAILLET 33 Bénonie Court Dieppe, N.B. E1A 6R9
Office Held By Other Officer Who Executed the Instrument:	Mayor
Place of Execution:	Dieppe, New Brunswick
Date of Execution:	The 28 day of February, 2008.

I, the deponent, make oath and say:

1. That I hold the office specified above in the corporation specified above, and am authorized to make this affidavit and have personal knowledge of the matters hereinafter deposed to;

2. That the attached instrument was executed by me and the other officer specified above as the officers duly authorized to execute the instrument on behalf of the corporation;

3. That the seal of the corporation was affixed to the instrument by order of the council of the corporation;

4. That the instrument was executed at the place and on the date specified above.

5. That the ownership of a share of the corporation does not entitle the owner thereof to occupy the parcel described in the attached instrument as a marital home.

SWORN TO at the City of Dieppe, in the County of Westmorland and Province of New Brunswick, on the 28 of February 2008 **before me**:

Nicole Melanson

Commissioner of Oaths

Louise Maillet

Louise Maillet

Nicole Melanson
Commissaire aux serments
La commission est valide jusqu'au 31 décembre 2011 /
Commissioner of Oaths
My Commission expires on December 31, 2011

Formule 45

AFFIDAVIT DE PASSATION PAR UNE CORPORATION

***Loi sur l'enregistrement foncier*, L.N.-B. de 1981, chap. L-1.1, art. 55**

Signataire:	LOUISE MAILLET 127, chemin Queen Mary Moncton, NB E1A 3P4
Poste occupé par le signataire:	Secrétaire municipale adjointe
Corporation:	Ville de Dieppe
Autre dirigeant qui a passé l'instrument:	ACHILLE MAILLET 33 Bénonie Court Dieppe, N.B. E1A 6R9
Poste détenu par l'autre dirigeant qui a passé l'instrument:	Maire
Lieu de la passation:	Dieppe, Nouveau-Brunswick
Date de la passation:	Le 28 février, 2008.

Je soussigné, le signataire, déclare sous serment ce qui suit:

1. Je détiens le poste spécifié ci-dessus dans la corporation spécifiée ci-dessus et je suis autorisé à établir le présent affidavit et j'ai une connaissance personnelle des questions ci-après indiquées;

2. L'instrument ci-joint a été passé par moi et l'autre dirigeant spécifié ci-dessus, en tant que dirigeants dûment autorisés à passer l'instrument au nom de la corporation;

3 Le sceau de la corporation a été apposé sur l'instrument par ordre du conseil de la corporation;

4. L'instrument a été passé au lieu et à la date spécifiés ci-dessus;

5. La propriété d'une action de la corporation ne donne pas au propriétaire le droit d'occuper la parcelle décrite à l'instrument ci-joint à titre de foyer matrimonial.

FAIT SOUS SERMENT devant moi,)
à Dieppe, dans le Comté de Westmorland,)
dans la Province du Nouveau-Brunswick,)
le 28 jour de février 2008)
)
)
)

Commissaire à la prestation des serments) **Louise Maillet**

Nicole Melanson
Commissaire aux serments
La commission est valide jusqu'au 31 décembre 2011 /
Commissioner of Oaths
My commission expires on December 31, 2011

PROVINCE OF NEW BRUNSWICK

COUNTY OF ALBERT

To Wit:

I, **David M. Muir**, of the Town of Riverview, in the County of Albert and Province of New Brunswick, MAKE OATH AND SAY:

1. THAT I am the Clerk/Administrator of the Town of Riverview, and **Clarence Sweetland** is the Mayor of the said Town.

2. THAT as the Clerk/Administrator of the Town of Riverview I have custody of the common seal of the Town of Riverview and am duly authorized to affix the seal to any agreemenht mady the town of Riverview.

3. THAT the seal affixed to the aforegoing agreement is the common seal of the Town of Riverview and such seal was by me affixed thereto by order of the Town Council of the Town of Riverview and for the purposes therein set forth.

4. THAT the signature **"Clarence Sweetland"** to the said agreement subscribed as Mayor, is in the true and proper handwriting of him, the said **Clarence Sweetland** and was signed by him in my presence; and the signature **"David M. Muir"** to the aforegoing agreement subscribed as Clerk/Administrator is in my true and proper handwriting.

SWORN TO at the Town of Dieppe)
in the County of Albert and)
Province of New Brunswick)
this 4th day of March, 2008)
)
BEFORE ME:)
)
)
)
)
A Commissioner of Oaths)
)

David M. Muir

DENYSE C. RICHARD
MY COMMISSION OF
OATHS EXPIRES
DECEMBER 31, 2012

PROVINCE DU NOUVEAU-BRUNSWICK

COMTÉ D'ALBERT

À savoir :

Je soussigné, **David M. Muir**, domicilié dans la Ville de Riverview, située dans le comté d'Albert et dans la province du Nouveau-Brunswick, DÉCLARE SOUS SERMENT ce qui suit :

1. Je suis le directeur municipal/administrateur de la Ville de Riverview, et Clarence Sweetland est le maire de ladite Ville.

2. À titre de directeur municipal/administrateur de la Ville de Riverview, j'ai la garde du sceau de la Ville de Riverview et suis dûment autorisé à l'apposer sur toute entente conclue par la Ville de Riverview.

3. Le sceau apposé sur l'entente est le sceau de la Ville de Riverview, et j'ai apposé ce sceau sur la présente entente par ordre du conseil municipal de la Ville de Riverview et aux fins qui sont énoncées dans la présente entente.

4. La signature « Clarence Sweetland » apposée sur ladite entente comme étant celle du maire est bien celle dudit Clarence Sweetland; l'entente a été signée par ce dernier en ma présence et la signature « David M. Muir » apposée sur l'entente comme étant celle du directeur municipal/administrateur est bien la mienne.

FAIT SOUS SERMENT en la
ville de Riverview,
dans le comté d'Albert,
dans la province du
Nouveau-Brunswick,
le 11th jour de March 2008

DEVANT MOI :

Un commissaire aux serments

David M. Muir

DENYSE C. RICHARD
MY COMMISSION OF
OATHS EXPIRES
DECEMBER 31, 2012

2870-08

THIS AMENDING AGREEMENT made in triplicate this 7th day of June, 2011.

BETWEEN: **The City of Moncton**, a municipal corporation, duly incorporated under and by virtue of a Special Act of the Legislative Assembly of the Province of New Brunswick, hereinafter called "Moncton",

Of the First Part;

- and –

The City of Dieppe, a municipal corporation, duly incorporated under and by virtue of a Special Act of the Legislative Assembly of the Province of New Brunswick, hereinafter called "Dieppe",

Of the Second Part;

- and -

The Town of Riverview, a municipal corporation, duly incorporated under and by virtue of a Special Act of the Legislative Assembly of the Province of New Brunswick, hereinafter called "Riverview",

Of the Third Part;

WHEREAS the Parties hereto entered into an Agreement dated the 9th day of April, 2001 for the establishment of a Policing Authority (hereafter the "Authority");

AND WHEREAS said Agreement was amended the 17th day of August, 2004, the 22nd day of December, 2004, and subsequently amended the 18th day of January, 2008;

AND WHEREAS said Agreement delegated to the Authority the function of policing the areas of Moncton, Dieppe, and Riverview, defined as the "Region";

AND WHEREAS said Agreement also provided for the funding of the Authority;

AND WHEREAS the Parties have been in discussion toward the development of a new funding formula pursuant to Clause 4(3)(b) thereto;

AND WHEREAS the Parties have reached accord on a new funding formula for the Authority;

WITNESSETH that in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. Notwithstanding Clause 4(3)(b) of the aforementioned Agreement between the Parties, and amendments thereto, the funding formula shall be calculated as per the respective Parties proportionate share of population, assessment, and calls for service. For the purpose of calculating the annual contribution of each Party, the above noted factors will be weighted, in each year, as follows:

- Population, based on the most recent census information: Twenty-five (25%) percent;
- Assessment, based on the previous year's real property assessment data: Twenty-five (25%) percent; and
- Calls for Service, as reported in the annual RCMP "PROS" (Police Reporting and Occurrence System) occurrence report, on a three-year rolling average, based on the previous three years: Fifty (50%) percent.

Provided however, that this formula will be phased in with full implementation to be effective for the year 2013. Full implementation of the new funding formula will result in "cost adjustments" for each of the Parties. For the purpose of phasing in those cost adjustments, only twenty-seven point five percent (27.5%) of the full adjustments, as determined by comparing the new formula with the formula in effect for the year 2010, as shown in the Amending Agreement dated January 18th, 2008, will be made for the year 2011, and only sixty-seven point five percent (67.5%) of the full adjustments as determined by comparing the new formula with the formula in effect for the year 2010, as shown in the Amending Agreement dated January 18th, 2008 will be made for the year 2012.

ACCORD MODIFICATIF fait le _____ 2011 en trois exemplaires

ENTRE : **Moncton**, municipalité régulièrement constituée par loi spéciale de l'Assemblée législative du Nouveau-Brunswick (« Moncton »),

partie de première part;

– et –

Dieppe, municipalité régulièrement constituée par loi spéciale de l'Assemblée législative du Nouveau-Brunswick (« Dieppe »),

partie de deuxième part;

– et –

Town of Riverview, municipalité régulièrement constituée par loi spéciale de l'Assemblée législative du Nouveau-Brunswick (« Riverview »),

partie de troisième part.

ATTENDU :

que les parties ont conclu un accord le 9 avril 2001 visant la création d'une autorité responsable du maintien de l'ordre (l'« Autorité »);

que l'accord a été modifié le 17 août 2004, le 22 décembre 2004 et le 18 janvier 2008;

que l'accord confère à l'Autorité le rôle de maintenir l'ordre dans les municipalités de Moncton, Dieppe et Riverview, qui forment la « Région »;

que l'accord pourvoit aussi au financement de l'Autorité;

que les parties ont tenu des pourparlers en vue de l'élaboration d'une nouvelle formule de financement au regard de l'alinéa 4(3)*b*) de l'accord;

que les parties se sont entendues sur une nouvelle formule de financement de l'Autorité;

À CES CAUSES, en contrepartie des covenants et conditions réciproques ci-prévus, les parties sont convenues de ce qui suit :

1. Nonobstant l'alinéa 4(3)*b*) de l'accord susmentionné, ensemble ses modifications, la formule de financement sera calculée en fonction des proportions de la population, de l'évaluation et des demandes de service des parties respectives. Pour calculer la quote-part annuelle de chaque partie, les facteurs précités seront pondérés, chaque année, de la manière suivante :

- Population, selon les plus récentes données du recensement : vingt-cinq pour cent (25 %);
- Évaluation, selon les données d'évaluation foncière de l'année précédente : vingt-cinq pour cent (25 %);
- Demandes de service, selon le rapport annuel de la GRC relatif au « SIRP » (Système d'incidents et de rapports de police) : cinquante pour cent (50 %).

Il est entendu cependant que cette formule sera appliquée graduellement jusqu'à ce qu'elle soit appliquée intégralement à l'année 2013. L'application intégrale de la nouvelle formule de financement entraînera des « rajustements de coût » pour chacune des parties. Pour mettre en œuvre graduellement ces rajustements de coût, seulement vingt-sept virgule cinq pour cent (27,5 %) des rajustements complets seront faits pour l'année 2011, quand la nouvelle formule est comparée avec la formule applicable à l'année 2010 selon l'accord modificatif du 18 janvier 2008, et seulement soixante-sept virgule cinq pour cent (67,5 %) des rajustements complets seront faits pour l'année 2012, quand la nouvelle formule est comparée avec la formule applicable à l'année 2010 selon l'accord modificatif du 18 janvier 2008.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed at the City of Moncton, in the County of Westmorland, and Province of New Brunswick, the day and year first herein written.

SIGNED, SEALED AND DELIVERED)

The City of Moncton

Mayor

City Clerk

The City of Dieppe

Mayor

City Clerk

The Town of Riverview

Mayor

Town Clerk

EN FOI DE QUOI les parties ont passé le présent acte à Moncton, dans le comté de Westmorland, au Nouveau-Brunswick, à la date mentionnée en tête.

SIGNÉ, SCELLÉ ET DÉLIVRÉ)

Moncton

_____
Maire

_____
Secrétaire municipale

Dieppe

_____
Maire

_____
Secrétaire municipal

Town of Riverview

_____
Maire

_____
Secrétaire municipal

PROVINCE OF NEW BRUNSWICK

COUNTY OF WESTMORLAND

To Wit:

I, **Barbara A. Quigley,** of the City of Moncton in the County of Westmorland and Province of New Brunswick, MAKE OATH AND SAY:

1. That I am the City Clerk of the City of Moncton and **George H. LeBlanc** is the Mayor of the said City.

2. That as the City Clerk of the City of Moncton I have custody of the common seal of the City of Moncton and am duly authorized to affix the seal to any agreement made by the City of Moncton.

3. That the seal affixed to the aforegoing agreement is the common seal of the City of Moncton and such seal was by me affixed thereto by order of the City Council of the City of Moncton and for the purposes therein set forth.

4. That the signature "George H. LeBlanc" to the said agreement subscribed as Mayor, is in the true and proper handwriting of him, the said George H. LeBlanc and was signed by him in my presence; and the signature "Barbara A. Quigley" to the aforegoing agreement subscribed as City Clerk is in my true and proper handwriting.

SWORN TO at the City of Moncton,)
in the County of Westmorland)
and Province of New Brunswick,)
this 28 day of April, A.D., 2011)
BEFORE ME:)

A Commissioner of Oaths

Commissioner of Oaths
M. Lorraine Parsons
My Commission Expires December 31, 20 1

Barbara A. Quigley

PROVINCE DU NOUVEAU-BRUNSWICK

COMTÉ DE WESTMORLAND

Je soussignée, **Barbara A. Quigley**, de la ville de Moncton, dans le comté de Westmorland et la province du Nouveau-Brunswick, DÉCLARE SOUS SERMENT ce qui suit :

1. Je suis la secrétaire municipale de Moncton et **George H. LeBlanc** est le maire de la municipalité.

2. À titre de secrétaire municipale de Moncton, j'ai la garde du sceau de la Ville de Moncton et je suis autorisée à apposer le sceau sur tout accord conclu par la municipalité.

3. Le seau apposé à l'accord ci-joint est le sceau de la Ville de Moncton, que j'ai moi-même apposé par ordre du conseil municipal de Moncton et aux fins y indiquées.

4. Dans cet accord, la signature « George H. LeBlanc » figurant comme signature du maire est bien de la main dudit George H. LeBlanc et a été apposée par lui en ma présence; et la signature « Barbara A. Quigley » figurant comme signature de la secrétaire municipale est bien de ma main.

FAIT SOUS SERMENT à Moncton)
dans le comté de Westmorland et la)
province du Nouveau-Brunswick,)
ce _____, 2011)
DEVANT MOI :)

_____)

_____
Barbara A. Quigley

PROVINCE OF NEW BRUNSWICK

COUNTY OF WESTMORLAND

I, **Pierre LaForest**, of the City of Dieppe, in the County of Westmorland and Province of New Brunswick, **MAKE OATH AND SAY:**

1. **THAT** I am the City Clerk of the City of Dieppe and **Jean LeBlanc** is the Mayor of the said City;

2. **THAT** as City Clerk of the City of Dieppe, I have custody of the common seal of the City of Dieppe and am duly authorized to affix the seal to any agreement made by the City of Dieppe;

3. **THAT** the seal affixed to the aforegoing agreement is the common and corporate seal of the City of Dieppe and such seal was by me affixed thereto by order of the Council of the City of Dieppe and for the purposes therein set forth;

4. **THAT** the signature "**Jean LeBlanc**" to the said agreement subscribed as Mayor is in the true and proper handwriting of him, the said Jean LeBlanc and the signature "**Pierre LaForest**" to the aforegoing agreement subscribed as City Clerk is in my true and proper handwriting.

SWORN TO at the City of Dieppe)
in the County of Wesmorland)
and Province of New Brunswick,)
this 7 of June)
A.D., 2011, **BEFORE ME:**)

A Commissioner of Oaths) **Pierre LaForest**

Nicole Melanson
Commissaire aux serments
Ma commission est valide jusqu'au 31 décembre 2011
Commissioner of Oaths
My Commission expires on December 31, 2011

PROVINCE DU NOUVEAU-BRUNSWICK

COMTÉ DE WESTMORLAND

Je, soussigné, **Pierre LaForest**, de la ville de Dieppe, dans le comté de Westmorland, province du Nouveau-Brunswick, **DÉCLARE SOUS SERMENT:**

1. **Que** je suis le secrétaire municipal de la Ville de Dieppe, une corporation dûment incorporée en vertu des lois de la Province du Nouveau-Brunswick et que **Jean LeBlanc** en est le maire;

2. **QUE** le sceau corporatif apposé à l'accord ci-joint est le sceau de la Ville de Dieppe et qu'il a été apposé par ordonnance de ladite corporation;

3. **QUE** la signature **"Jean LeBlanc"** souscrit audit accord est la signature de Jean LeBlanc qui est le maire de la Ville, et la signature de **"Pierre LaForest"** souscrit audit accord comme secrétaire municipal est ma propre signature;

4. **QUE** le maire et le secrétaire municipal sont lesdits dirigeants autorisés à signer ledit document au nom de la Ville de Dieppe.

FAIT SOUS SERMENT devant moi à la ville de Dieppe, dans le Comté de Westmorland et Province du Nouveau-Brunswick, ce jour de , A.D., 2011	)
DEVANT MOI:	)
_____	_____
Commissaire aux serments	) **Pierre LaForest**

PROVINCE OF NEW BRUNSWICK

COUNTY OF ALBERT

I, **David M. Muir**, of the Town of Riverview, in the County of Albert and Province of New Brunswick, **MAKE OATH AND SAY THAT:**

1. I am the Town Clerk of the Town of Riverview and Clarence Sweetland is the Mayor of the said Town.

2. That as the Town Clerk of the Town of Riverview I have custody of the common seal of the Town of Riverview and am duly authorized to affix the seal to any agreement made by the Town of Riverview.

3. That the seal affixed to the aforegoing agreement is the common seal of the Town of Riverview and such seal was by me affixed thereto by order of the Town Council of the Town of Riverview and for the purposes therein set forth.

4. The signature **"Clarence Sweetland"** to the said instrument subscribed as Mayor, is in the true and proper handwriting of him, the said Clarence Sweetland and was signed by him in my presence; and the signature of "Dave M Mur" to the aforegoing agreement subscribed as Town Clerk is my true and proper handwriting.

SWORN TO BEFORE ME:
at the Town of Riverview
in the County of Albert and
Province of New Brunswick
this 29th day of April, 2011.

A Commissioner of Oaths

(as) David M. Muir

RICHARD
MY COMMISSION OF
EXPIRES
DECEMBER 31, 2012

PROVINCE DU NOUVEAU-BRUNSWICK

COMTÉ DE ALBERT

Je soussigné, **David M. Muir**, de la ville de Riverview, dans le comté de Albert et la province du Nouveau-Brunswick, DÉCLARE SOUS SERMENT ce qui suit:

1. Je suis la secrétaire municipal de Riverview et **Clarence Sweetland** est le maire de la municipalité.

2. Á titre de secrétaire municipale de Riverview, j'ai la garde du sceau de la Ville de Riverview et je suis authorisé á apposer le sceau sur tout accord conclu par la municipalité.

3. Le seau apposé á l'accord ci-joint est le sceau de la Ville du Riverview, que j'ai moi-même appose par order du conseil municipal de Riverview et aux fins y indiquées.

4. Dans cet accord, la signature «Clarence Sweetland» figurant comme signature de maire est bien de la main dudit Clarence Sweetland et été appose par lui en ma presence; et la signature «David M. Muir» figurant comme signature de la secrétaire municipal est bien de ma main.

FAIT SOUS SERMENT á Riverview)
Dans le comté e Albert et la)
Province de Nouveau-Brunswick,)
Ce 29th jour de Avril, 2011.)

_____
A Commissioner of Oaths

_____
(as) David M. Muir