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## SPECIAL COUNCIL MEETING AGENDA

Monday, October 2, 2017 | 7:00 pm  
Council Chambers | Civic Centre

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**CHAIRPERSON** – Mayor Sue Paterson

**1. DISCLOSURE OF PECUNIARY INTEREST**

**2. REPORTS**

- 2.1 Report CAO-14-17 – 91.3 FM Bluewater Community Radio Building Acquisition  
(Resolution 128- 17)

**3. BY-LAWS**

- 3.1 2989-17 – Acquisition of Land – 267 10th Street (Bluewater Radio) (pursuant to Report CAO-14-17)
- 3.2 2990-17 – Building Lease Agreement with Bluewater Radio (pursuant to Report CAO-14-17)  
(Resolutions 129-17, 130-17, 131-17)

**4. ADJOURNMENT** (Resolution 132-17)



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**STAFF REPORT TO COUNCIL**

**FROM** Brian Tocheri, CAO/Clerk  
**DATE** October 2, 2017  
**REPORT** CAO-14-17  
**SUBJECT** 91.3 FM Bluewater Community Radio Building Acquisition

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**BACKGROUND**

Since 2001, 91.3 FM Bluewater Community Radio (BWR) has provided a valuable service to the residents and businesses of Hanover and the listening area. The station has grown from a 5 watt developmental licence operating from a basement rental office to a 250 watt modern station operating out of its own facility at 267 10<sup>th</sup> Street.

BWR is a community-based organization dependent on, and supporting, many partnerships. With the assistance of over 50 volunteers, the station provides a myriad of informational, special interest, and unique programming.

BWR serves as an important communication link to Hanover and its listening area. Community announcements are broadcast twice per hour, 24 hours a day, 364 days a year and may include anything from a church bake sale, choir recital, blood donor clinic, pool closure, road and weather advisory, or a winter warming or summer cooling centre. In addition, the station has a NAAD System (National Alert Aggregation & Dissemination System). The NAAD is directly linked to the Ontario Emergency Response Centre in Hamilton. At any time, the emergency response centre can override BWR's signal to broadcast emergency messages such as tornados, floods, other disasters, and also Amber Alerts such as Child Find.

National news from The Canadian Press is broadcast 10 times a day and local newscasts are broadcast 3 times per day. In the event of a power outage, BWR has an emergency standby generator which can keep the station on the air. BWR can be heard anytime, anywhere in the world. The station streams its broadcast signal on its website and you can listen on your phone by downloading the free BWR phone app.

With the station's 29 volunteer show hosts, many special interests are represented on BWR, including programming not available on many more commercially oriented stations. Two of its programs are internationally syndicated. BWR is the only station in mid-Western Ontario broadcasting 4 hours of Christian programming every Sunday. Funeral announcements from local funeral homes are broadcast twice a day. From its unique front window studio on 10<sup>th</sup> Street, BWR broadcasts the annual Hanover Santa Claus Parade with a live commentary for those unable to attend the parade in person. BWR's open door policy welcomes public access to all area community groups, including walk-in live interviews.

In October 2016, BWR broadcast the inaugural Bluewater Radiothon for the Hanover and Walkerton Hospital Foundations. This year, the Durham Hospital Foundation will join the radiothon.

The station is the home of Hockey Talk, Baseball Talk, and What's Happening in Hanover. These weekly radio shows are also filmed for TV and broadcast across the province on Eastlink and Wightman TV.

The station is also a recognized teaching facility providing hands-on radio experience for co-op students from area high schools. With its state-of-the-art studio broadcast software, BWR serves as a modern teaching facility for students considering a career in radio broadcasting.

## **DISCUSSION**

Earlier this year, Hanover council was approached by the board of BWR and advised that the station is in financial difficulty and on the verge of having to close. Council discussed BWR's financial and other challenges at a special council meeting on June 12, 2017 and agreed that the station is important to Hanover and its listening area from many perspectives. However, council was also cognizant that the municipality cannot be BWR's only, or even their main, partner and that BWR needs to work towards the goal of becoming more self-sustainable. Council agreed that assisting BWR to become sustainable for the long term was worth the effort.

After serious consideration, council and the board of BWR have agreed to pursue an immediate solution to its financial challenges and to plan for the long-term sustainability of BWR. The main terms of the agreement are as follows:

1. The municipality will purchase the building from BWR based on its appraised value. BWR is to use the proceeds from the sale to first pay off its existing mortgage on the building in full. Based on BWR's actual and projected annual budgets, it is anticipated that the equity from the sale of the building will provide sufficient funds for BWR to operate until December 31, 2019.
2. The Town will provide BWR \$20,000 in funding for each of 2018 and 2019 as per its current agreement. BWR will be allowed to occupy the building rent free, but will pay all heat/hydro, phone and other operating costs, until December 31, 2019. A lease with the municipality will be required.
3. BWR will amend its by-laws to reflect the board consisting of 7 members, 4 of which will be appointed by the municipality. One of the main objectives of the board will be to develop a plan for its long-term sustainability, including building its revenue base.

By December 31, 2019, council will have several options available for their consideration, one of which may include selling the building.

## **LINK TO STRATEGIC PLAN**

This report supports the Vision and Corporate Values of the Town of Hanover, as well as many of the Goals and Action Plans set out in the Strategic Plan, particularly:

### **REGIONAL CENTRE**

GOAL: To enhance and strengthen Hanover's position as a regional centre while creating stronger working relationships with neighbouring municipalities and service providers for our mutual benefit.

## **ECONOMIC DEVELOPMENT**

GOAL: To create an environment that supports economic diversification and a broader range of attractive employment opportunities in order to retain existing residents and businesses and attract investment and new families to the community.

Action 2. In response to a business plan prepared by LaunchPad, continue to support the organization as a regional training and skills development centre for youth.

Action 3. Collaborate with other agencies and organizations to develop a post-secondary expanded education and training facility.

Action 8. Explore opportunities to expand events and promotions.

## **THE COMMUNITY**

GOAL: To support initiatives that contribute to healthier residents, more active and rewarding lifestyles and a safer community.

Action 1. Prepare a Cultural Plan in conjunction with the arts and cultural community to investigate needs and opportunities that promote the social and economic benefits of a creative community.

Action 2. Work towards AGE FRIENDLY designation as defined by the World Health Organization.

## **OPTIONS**

There are no options associated with this report. By-laws to authorize the purchase of the Bluewater Community Radio building, 267 10<sup>th</sup> Street, Hanover, and to enter into a lease agreement with Bluewater Community Radio for it to continue operating as a radio station are being presented at this special meeting of council.

Respectfully submitted,



Brian Tocheri  
CAO/Clerk



THE CORPORATION OF THE TOWN OF HANOVER

BY-LAW NO. 2989-17

**BEING** a By-law to authorize the acquisition of the lands described as PT LT 7, PL 741 HANOVER AS IN GS128865; HANOVER (PIN 37209-0012 LT) and known municipally as 267 10<sup>th</sup> Street, Hanover, Ontario.

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**WHEREAS** the Corporation of the Town of Hanover deems it expedient to acquire the lands hereinafter described pursuant to the provisions of the *Municipal Act*, such lands being required for the purposes of the Corporation of the Town of Hanover.

**NOW THEREFORE** the Council of the Corporation of the Town of Hanover hereby enacts as follows:

1. It is hereby authorized that the Corporation of Town of Hanover acquire the lands as described for the purposes of achieving those goals and objectives as recommended in the 2015 Town of Hanover Strategic Plan, specifically to allow for the sustainability of Bluewater Radio, a community-oriented radio station operating in the Town of Hanover.
2. That the Mayor and Clerk be hereby authorized to perform all acts and to take such steps and execute such documents under the seal of the Corporation as may be necessary to effect such purchase.
3. This By-Law shall come into force and effect immediately upon passing thereof.

**READ** a **FIRST**, **SECOND** and **THIRD** time and finally passed this 2nd day of October, 2017.

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Sue Paterson, Mayor

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Brian Tocheri, CAO/Clerk





THE CORPORATION OF THE TOWN OF HANOVER

BY-LAW NO. 2990-17

**BEING** a By-law to authorize the execution of a Lease Agreement with Bluewater Community Radio for the purpose of leasing the building located at 267 10<sup>th</sup> Street, Hanover to Bluewater Community Radio to operate a radio station.

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**WHEREAS** it is deemed expedient for the Corporation of the Town of Hanover to enter into a Lease Agreement with Bluewater Community Radio for the use of property located at 267 10th Street to operate a radio station.

**NOW THEREFORE** the Council for the Corporation of the Town of Hanover hereby enacts as follows:

1. **THAT** the Mayor and Clerk are hereby authorized to sign the Lease Agreement with Bluewater Community Radio attached hereto as Schedule 'A' and forming part of this By-law.
2. This By-law and Lease Agreement shall come into full force and effect as of September 22, 2017.

**READ A FIRST, SECOND and THIRD TIME and FINALLY PASSED** this 2nd day of October, 2017.

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Susan Paterson, Mayor

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Brian Tocheri, CAO/Clerk

THIS LEASE is made the 22<sup>nd</sup> day of September, 2017.

B E T W E E N:

THE CORPORATION OF THE TOWN OF HANOVER,

hereinafter called the LANDLORD  
of the FIRST PART;

A  
N  
D

BLUEWATER COMMUNITY RADIO,

hereinafter called the TENANT  
of the SECOND PART.

WHEREAS the LANDLORD is the owner of the lands and premises described as 267 10<sup>TH</sup> Street, Hanover, ON;

**WITNESSETH** that in consideration of the rent, covenants and agreements hereinafter reserved and contained on the part of the TENANT to be paid, observed and performed, the said LANDLORD has demised and leased and by these presents doth demise and lease unto the TENANT:

- Property being PT LT 7 PL 741 HANOVER AS IN GS128865; HANOVER (PIN 37209-0012 LT).

**TO HAVE AND TO HOLD** the said demised Premises for and during the term of twenty-seven (27) months to be computed from the 22<sup>nd</sup> day of September, 2017 to the 31st day of December, 2019 and from thenceforth ensuing and to be fully completed and ended on the last day of December, 2019.

**PROVIDED** that during the term of this lease the building continues to be used as a radio station; the Landlord shall pay to the Tenant per calendar year the sum of Twenty Thousand (\$20,000.00) Dollars commencing in 2018.

1. **TENANT'S COVENANTS**

- (a) **Rent** – No rent is payable provided this building is occupied as a radio station;
- (b) **Use** - The property will be used for a community radio station.
- (c) **Business Taxes** - To pay all business taxes in respect of the business carried on by the TENANT in and upon or by reason of their occupancy of the Premises hereby demised;
- (d) **Taxes** - In each year of the term to pay and discharge as they become due, all taxes (including local improvement rates), rates, duties and assessments that may be levied, rated, charged or assessed against the Premises and, without limiting the generality of the foregoing, every other tax, charge, rate, assessment or payment which may become a charge or encumbrance upon or be levied or collected upon or in respect of the Premises or any other part thereof, whether charged by any municipal, parliamentary or other authority; PROVIDED that the TENANT shall have the right to contest by appropriate legal proceedings, the validity of any tax rate, including local improvement rate, assessment or other charge referred to in this clause; and if the payment of any such tax rate, local improvement rate, assessment or other charge may legally be held in abeyance without subjecting the LANDLORD or the TENANT to any liability for failure to pay it, the TENANT may postpone such payment until the final determination of any such proceedings, but shall prosecute such proceedings with all diligence;

(e) **Public Utilities** - To pay as they become due all charges for public services and utilities, including water or sewer charges, gas, electrical power or energy, steam or hot water used in respect of the Premises and for fittings, machines, apparatus, meters or other things leased in respect thereof, and for all work or services performed by any corporation or commission in connection with such public utilities;

(f) **Maintenance** - To maintain at its own expense, the Premises and every part thereof, in good order and condition and to make promptly all needed repairs and replacements, reasonable wear and tear and damage by fire, lightning and tempest only excepted, and to keep the premises clean and in such condition as a careful owner would. The cost of maintaining the parking lot area including the entrance and exits which would include snowplowing, grass cutting and levelling is the TENANT'S responsibility.

(g) **Surrender on Termination** - At the expiration or sooner determination of the term, to surrender the Premises peaceably to the LANDLORD in good and substantial repair and condition, together with all buildings or erections, which at any time during the said term shall be made therein or thereon;

(h) **Compliance with Regulations** - That it will promptly comply with all requirements of the local Board of Health, police and fire departments, and municipal authorities respecting the manner in which it uses and maintains the Premises;

(i) **Assignment** – This lease is personal to the TENANT and the premises cannot be assigned or sublet;

(j) **No Nuisance** - Not to do or omit to do or permit to be done or omitted, anything upon or in respect of the Premises, the doing or omission of which shall be or result in a nuisance;

(k) **Insurance** - To obtain at the TENANT'S expense liability insurance covering the LANDLORD and the TENANT with limits of not less than ONE MILLION DOLLAR (\$1,000,000.00) inclusive, for injuries to or death of persons or damage to the property. The TENANT shall provide to the LANDLORD a certificate of insurance confirming that the insurance required by this paragraph is in place.

(l) **Not to Cause Cancellation of Insurance** - That nothing will be done or omitted to be done whereby any policy of insurance on the Premises shall be cancelled or the Premises rendered uninsurable;

(m) **Indemnity of LANDLORD** - To indemnify the LANDLORD from all liabilities, fines, suits, claims, demands and actions of any kind or nature for which the LANDLORD shall or may become liable or suffer by reason of any breach, violation or non-performance by the TENANT of any covenant or proviso hereof, or by reason of any injury or death occasioned to or suffered by any person or persons or any property through any act, neglect or default by the TENANT or any of its agents or employees; such indemnification in respect of any such breach, violation or non-performance, damage to property, injury or death occurring during the term of the lease, shall survive any termination of this lease, anything in this lease to the contrary notwithstanding;

(n) **Cleanliness of Premises** - To keep the Premises and every part thereof, in a clean and tidy condition and not to permit waste paper, garbage, ashes, waste or objectionable material to accumulate thereon;

(o) **Receipts** - To produce to the LANDLORD on request, satisfactory evidence of the due payment by the TENANT of all payments required to be made by the TENANT under this lease;

(p) **Inspection** - That during the term, any person or persons may inspect the Premises and all parts thereof, at all reasonable times, on producing a written order to that effect signed by the LANDLORD or their agents;

(q) **Structural Repairs** - To notify the LANDLORD promptly of any structural defects within the knowledge of the TENANT;

## 2. **LANDLORD'S COVENANTS**

The LANDLORD covenants with the TENANT as follows:

- (a) **Quiet Enjoyment** - For quiet enjoyment;
- (b) **Signs** - That the TENANT may, from time to time during the terms, erect, paint, display, maintain, alter, change or remove advertising signs, all such signs to be dignified in appearance, approved in writing by the LANDLORD as to dimensions, type and location, and to comply with the requirements of municipal and government authorities; and the LANDLORD in approving such signs, shall have regard to the aesthetic appeal of the said building. The signs shall remain the property of the TENANT and shall be removed by it on the termination of the term hereby granted. Upon the removal of any such signs, the Premises shall be restored to their original condition, except for reasonable wear and tear. The TENANT shall indemnify the LANDLORD against any loss or damage caused to any person or property as a result of the placing, use or removal of any sign on the Premises.
- (c) **Structural Repairs** - To make promptly all needed structural repairs and replacements to the leased Premises; provided however, that in the event that the TENANT does not notify the LANDLORD of structural repairs required within the knowledge of the TENANT that arise during the period that the Premises are guaranteed by the contractor to the effect that the LANDLORD lose the benefit of the contractor's guarantee, the TENANT covenants and agrees that it will be liable for the structural repairs.
- (d) The Landlord shall be responsible, for the term of this lease, for the cost of water and sewer charges and for all repairs to the structure of the building and the building envelope, and to the heating and electrical system, and all realty taxes.

## 3. **PROVISOS**

Provided always, and it is hereby agreed, as follows:

- (a) **Events of Default** - In case without the written consent of the LANDLORD
  - (i) the premises shall become and remain vacant or not used for a period of thirty (30) days or be used by any person other than the TENANT;
  - (ii) the term hereby granted, or any of the goods and chattels of the TENANT shall be at any time seized or taken in execution or in attachment by any creditor of the TENANT; or
  - (iii) the TENANT shall make any assignment for the benefit of creditors or give any bill of sale without complying with the Bulk Sales Act of the Province of Ontario, or become bankrupt or insolvent or take the benefit of any Act now or hereinafter in force for the relief of bankrupt or insolvent debtors, or if any order shall be made for the winding up of the TENANT,

the rent and any additional rent for the month then current and the next ensuing three months, shall immediately become due and payable, and, at the option of the LANDLORD, this lease shall cease and immediately become void, and the LANDLORD may re-enter and take possession of the Premises as if the TENANT or any occupant of the Premises were holding over after the expiration of the term, without right;

- (b) **Entry to View Repairs** - The LANDLORD and its agents may, at all reasonable times during the term, enter the Premises to inspect the condition thereof, and where such inspection reveals that repairs are necessary, the LANDLORD may give the TENANT notice in writing of any such need for repairs, and the TENANT shall within three (3) calendar months from the date of delivery of the notice, make the necessary repairs in a good and workmanlike manner;

(c) **Distress** - Notwithstanding the benefit of any present or future statute taking away or limiting the LANDLORD'S right of distress, none of the goods and chattels of the TENANT on the Premises at any time during the term, shall be exempt from levy by distress for rent, including additional rent, in arrears.

(d) **Exclusion of LANDLORD'S Liability** - The LANDLORD shall obtain and pay for insurance on the property being an all-risk broadform and malicious damage insurance for the full replacement value of the Premises and improvements thereon. The LANDLORD shall, in no event whatsoever, be liable or responsible in any way for personal injury to or death of the TENANT, or any employee of the TENANT, or any person who may be upon the Premises, or for any loss or damage or injury to any property belonging to the TENANT or to its employees or to any other person while such property is on the Premises, and in particular, but without limiting the generality of the foregoing, the LANDLORD shall not be liable for any damage to any such property caused by water, rain or snow, which may leak into, issue or flow from any part of the Premises, or from the water, steam, sprinkler or drainage pipes or plumbing works of the Premises or from any other place or quarter, or for any damage caused by or attributable to the condition or arrangement of any electrical or other wiring or for any damage caused by anything done or omitted to be done by any TENANT of the LANDLORD; Provided however, that the LANDLORD will be responsible for the negligence of themselves, their officers, employees, servants and agents;

(e) **Holding Over** - If the TENANT should hold over after the original term or any extended term hereof, such holding over shall be deemed to be a tenancy from month-to-month only, and shall have no greater effect, any custom, statute, law or ordinance to the contrary notwithstanding. Such month-to-month tenancy shall be governed by the terms and conditions hereof, notwithstanding any statutory provisions or rules of law with respect to month-to-month leases, and during such period of holding over, the TENANT shall be required to pay only the monthly rental previously paid by the TENANT under the terms hereof during the month immediately preceding the expiration or termination of this lease.

(f) **LANDLORD May Pay Taxes or Charges on Default by TENANT** - If the TENANT fails to pay when due, any taxes, rates, insurance premiums or charges which it has herein covenanted to pay, the LANDLORD may pay any such taxes, rates, premiums and charges, and may charge the sums so paid to the TENANT, who shall pay them forthwith on demand; and the LANDLORD, in additions to all other rights, shall have the same remedies and may take the same steps for the recovery of all such sums, as it might have taken for the recovery of rent in arrears under the terms of this lease. All arrears of rent and any moneys paid by the LANDLORD hereunder, shall bear interest at the rate of twelve (12%) per cent per annum, from the time such arrears become due until paid to the LANDLORD.

(g) **Fixtures** - The TENANT may, at or before the expiration of the terms of this lease or any renewal thereof, remove its fixtures from the Premises, but shall in such removal do no damage to the Premises or shall make good any damage which it may occasion to the Premises.

(h) **Re-entry** - Proviso for re-entry by the LANDLORD on non-payment of rent or non-performance of covenants;

(i) **Following TENANT'S Goods** - In case of removal by the TENANT of the goods and chattels of the TENANT from off the Premises, the LANDLORD may follow such goods and chattels in the manner provided for in the LANDLORD and Tenant Act of the Province of Ontario;

(j) **For Sale or Rent Signs** - The LANDLORD may within three (3) months before the termination of the term, place upon the Premises, a notice of reasonable dimensions and placed so as not to interfere with the TENANT'S business, stating that the Premises are for sale or to let; and the TENANT shall not remove such notice or permit it to be removed;

(k) **Improvements** - Any improvements placed or erected upon the Premises, shall become a part thereof, shall not be removed, and shall be subject to all provisions of this

lease; Provided that erection or improvement shall not be erected upon the Premises without the previous written consent of the LANDLORD;

(l) **Damage to Premises** - Whenever during the term, the Premises shall be destroyed or damaged by fire, lightning or tempest, or any of the perils insured against under the provisions of Clause 1(j) hereof, the following terms shall apply:

(i) If the damage or destruction is such that the Premises are rendered wholly unfit for occupancy or it is impossible or unsafe to use and occupy them, and if in either event in the opinion of the LANDLORD, to be given to the TENANT within ten (10) days of the happening of such damage or destructions the damage cannot be repaired with reasonable diligence within one hundred and twenty (120) days from the time the damage occurs, or such longer period if the one hundred and twenty day period is insufficient due to weather, either the LANDLORD or the TENANT within five (5) days next succeeding the giving of the LANDLORD' opinion as aforesaid, may terminate this lease by giving to the other, notice in writing of such termination, in which event this lease shall be at an end from the date of such destruction or damage and the rent and all other payments for which the TENANT is liable hereunder, shall be apportioned and paid in full to the date of such destruction or damage. If neither the LANDLORD nor the TENANT terminates this lease as aforesaid, then the LANDLORD shall repair the Premises with all reasonable speed and the rent hereby reserved including additional rent, shall abate from the date of the occurrence of the damage until the Premises shall have been restored to a condition fit for the TENANT'S use and occupation.

(ii) If the damage be such that the Premises are rendered wholly unfit for occupancy, or it is impossible or unsafe to use or occupy them, but if in either event in the opinion of the LANDLORD to be given to the TENANT within ten (10) days from the time the damage occurs, the damage can be repaired with reasonable diligence within one hundred and twenty (120) days from the happening thereof, or such longer period if the one hundred and twenty (120) day period is insufficient due to weather, then the rent hereby reserved including additional rent, shall abate from the date of occurrence of the damage until the Premises have been restored to a condition fit for the TENANT'S use and occupation, and the LANDLORD shall repair the damage with all reasonable speed;

(iii) If, in the opinion of the LANDLORD, the damage can be made good as aforesaid, within one hundred and twenty (120) days of its occurrence or such longer period if the one hundred and twenty days is insufficient due to weather, and is such that the Premises are capable of being partially used for the purposes for which the TENANT has used them, then until such damage has been repaired, the rent hereby reserved including additional rent, shall abate in proportion to the square footage of the part of the Premises rendered unfit for occupancy compares with the square footage of the whole of the Premises and the LANDLORD shall repair the damage with all reasonable speed.

(m) **No Waiver** - The failure of the LANDLORD to insist upon strict performance of any of the covenants and provisos hereof, shall not be deemed a waiver of any right or remedy that the LANDLORD may have or of any subsequent breach or default in any of such agreements, terms, covenants and conditions;

(n) **Termination of Lease** - The TENANT may at any time during the term of this Lease, terminate this Lease without penalty provided that the TENANT enters into a binding lease with the LANDLORD of a similar or larger facility owned by the LANDLORD for a lease term of 10 years or more.

(o) **Notices** - All notices, demands, requests, consents and approvals which may or are required to be given or made pursuant to any provision of this agreement shall be made or

given in writing and shall be served personally or mailed by prepaid registered mail in the case of:

(i) the LANDLORD at:

341 10<sup>th</sup> Street  
Hanover, ON N4N 1P5

ii) the TENANT at:

267 10<sup>th</sup> Street  
Hanover, ON n4N 1P1

or such other addresses as the Parties may from time to time advise the other Parties hereto by notice in writing. The date of receipt of any such notice, demand or request shall be deemed to be the date of delivery of such notice, demand or request if served personally, or if mailed as aforesaid, the second day of business following the date of such mailing.

#### 4. **INTERPRETATION**

Words importing the singular number only, shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender and words importing persons shall include firms and corporations and vice versa.

**IN WITNESS WHEREOF** the LANDLORD and the TENANT have hereunto signed this Lease under the hands of their proper officers in that behalf duly authorized.

THE CORPORATION OF THE TOWN  
OF HANOVER

Per: \_\_\_\_\_  
Susan Paterson, Mayor

Per: \_\_\_\_\_  
Brian Tocheri – CAO/Clerk  
We have authority to bind the Corporation.

BLUEWATER COMMUNITY RADIO

Per: \_\_\_\_\_  
Gary Smith, President

Per: \_\_\_\_\_  
Andrew McBride - Manager  
I have authority to bind the Corporation.