

**TOWNSHIP OF ST. CLAIR**

**BY-LAW NUMBER 14 of 2011**

Being a by-law to authorize an agreement with Blackburn Radio Incorporated (BRI) to provide Alert FM Operation for the purpose of emergency public alerts.

**WHEREAS** the Corporation of the Township of St. Clair wishes to maintain a consistently high level of emergency preparedness and public safety;

**AND WHEREAS** the Township of St. Clair can improve emergency alerts to the public through a partnership with BRI;

**AND WHEREAS** the Municipal Act, 2001 makes emergency preparedness a municipal responsibility and gives a municipal corporation natural person powers to enter into contract and agreement;

**NOW THEREFORE** the Municipal Council of the Corporation of the Township of St. Clair enacts as follows:

1. That the Alert FM Operation Agreement attached is Appendix "1" be accepted and approved.
2. That the Mayor and Clerk or their designates be authorized to sign the agreement with BRI.
3. That the by-law shall come into force on the passing thereof

**READ** the required number of times and **FINALLY PASSED** this 21st day  
of March 2011.

  
MAYOR

  
CLERK

Alert FM Operation Agreement

This Agreement has been ratified this 7<sup>th</sup> day of April, 2011.

This Agreement is made between:

Blackburn Radio Inc. (hereinafter referred to as BRI) of the first part, and the Corporation of the Township of St. Clair (hereinafter referred to as St. Clair) of the second part.

Where as BRI operates CHOK-AM 1070, CFGX-FM (The Fox 99.9fm), and CHKS-FM (K106.3fm) within Lambton County;

And where as St. Clair has access to the Radio Data System on CHKS-FM (herein referred to as RDS) for the purpose of emergency alerting;

And where as St. Clair has contracted Alert FM to provide the interface to the RDS;

Now therefore on consideration of the mutual covenants, terms and conditions herein, the Parties hereto agree as follows:

1. This Agreement shall be effective from the 7<sup>th</sup> day of April, 2011 for a three year term.
2. Either party may terminate the agreement on a six month's written notice to other the other party, in writing.
3. BRI agrees to give St. Clair access to its RDS system for emergency alerting purposes, through the St. Clair Township Fire Department.
4. St. Clair shall be responsible for the content of all transmissions authorized by St. Clair. St. Clair further agrees to indemnify and save harmless BRI from any actions, claims, damages or liabilities arising as a consequence of the content of any such transmissions.
5. The emergency alert will be transmitted on the RDS and will not interrupt normal broadcast transmissions.
6. All equipment necessary to allow St. Clair to interface with the RDS will be purchased and supplied by St. Clair (through Alert FM) and shall be maintained in operable condition by BRI. Any subsequent expense for the interface will be the responsibility of St. Clair.

7. BRI shall make every effort to maintain the equipment in operational mode, but in the event of equipment failure or transmission failure, for any reason, BRI shall not be held liable for any such failure, notwithstanding the cause.
8. The Parties agree that testing of the RDS transmission from time to time shall be the responsibility of St. Clair and shall be done at a date and time specified by BRI to minimise disruption.
9. The Parties further agree that access to the RDS interface will be the responsibility of St. Clair and as such, shall accept full responsibility for access to the system.
10. This Agreement is governed by the Laws of the Province of Ontario and the regulation of both, the Canadian Radio, Television & Telecommunications Commission (CRTC) and the Federal Department of Communications.
11. This Agreement shall ensure to the benefit of and be binding upon the Parties hereto and their heirs, executors, administrators, successors and assigns.
12. St. Clair, in lieu of a service and maintenance fee for the use of the RDS interface agrees to promote the Alert-FM system. This promotion will run as long as St. Clair continues to use BRI's facilities and transmission.
13. In witness whereof the Parties hereto have hereunto set their hands and seals, as attested to by the proper Officers in the behalf.

Blackburn Radio Sarnia

Per: James K Knowles

Per: \_\_\_\_\_  
We have authority to bind the Corporation

Corporation of the Township of St. Clair

Per: [Signature] Mayor, Twp. of St. Clair

Per: [Signature]  
We have authority to bind the Corporation  
Clerk, Twp. of St. Clair