

## **BROWN BAY SITE EVALUATION**

### **Purpose**

The purpose of this report is to document all known past and current situations and issues related to the installation and operation of the Brown Bay repeater site. There has been much discussion by members as to the reasons, initial intent and current operations at Brown Bay. There seems to be a lot of questions about the site's use, various working arrangements and equipment inventory. This situation has caused much dissention among members. Some members have even suggested there is a biased relationship with the commercial operation and some CRARS members are financially profiting from the relationship. This dissention is partly due to misinformation, innuendo and undocumented changing conditions and situations.

The following information is presented to CRARS members in an unbiased form, without prejudice and is for the express purpose of enabling members to freely form their own opinions and act accordingly. Information presented herein is gleaned from discussions with members, North Island Communications and researched from archived CRARS minutes.

### **History of Brown Bay Repeater Site**

The Brown Bay history, as documented from CRARS archived Secretary minutes is:

- In 2003 Juan Monico (VA7MXA) advised he had acquired approvals from Mr. Bill Hardy of the Department of Forestry for access and use of "site land" on a Brown Bay mountain. Indications are that this was a verbal agreement only. CRARS members felt that Brown Bay would be a good site for a UHF link to equipment providing HF and VHF communications.
- In June 2003, Juan Monico, Dave Auger (VE7FOE) and John Adam (VE7DAY) walked the trail to the "site land" and measured the distance to be 0.5 Km long. In April 2004 the club talked about clearing the trail to the "site land" and in October 2004 Dave, Juan and Roy Geldart (VE7DXU) completed the clearing of the trail to the "site land".
- In May 2004, the club talked about a repeater shack. It was subsequently purchased and Dave and Juan completed the assembly of the repeater shack in December 2008. At the May meeting there was discussion about purchasing solar panels for the qty 6 - 500 amp hr cells and charger the club had just received.
- At the 13 October 2004 club meeting, Jasper Petrus (VE7NL) and Al Fleming (VE7KAL) moved and seconded the purchasing of the 2 - 150W solar panels for approximately \$1500, with Mr. Monico to organize the purchase, motion carried.
- In Feb 2005, the charge controller for the batteries was received.

- In Mar. 2005, the "Hi line" (a cable system for hauling things up the mountain) was installed at the Brown Bay site by Juan, Dave and Roy.
- At the 14 December 2005 club meeting, Juan reported that a heater was installed at the Browns Bay site.
- In 2006 the club completed interior work on the building.

Quadra Island Broad Band (QIBB) through John Dill, a CRARS member, implemented internet service to Brown Bay residents. QIBB arranged to use the CRARS hut and location, and in return offered to provide internet service at no charge. QIBB's internet services proved a heavy load on the batteries and charging system. Consequently, in exchange for continuing at the site, QIBB installed a power line from the Brown Bay fish factory to the CRARS site, offering CRARS electrical power at no charge. John Dill later returned to USA his former place of residence. This left the Brown Bay residents in limbo and Mr. Monico managed to continue the operation but later arranged for North Island Communications (NIC) to acquire QIBB operations. In return for CRARS continuing to co-host NIC, the internet and power service arrangement continued. Subsequently an amicable relationship has developed and NIC provides support, provides equipment on a loan basis and has donated equipment to CRARS.

### **Current Situation**

The internet is linked back to one of NIC's sites on Quadra Island, which itself goes over to Campbell River. At the radio site, NIC has an ethernet switch, and the HAM equipment can be connected to it. NIC provides free internet and a free public IP off their fiber connection to Shaw. CRARS is not presently using this internet connection. From the CRARS radio site there is a link down to antennas on Mr. Monico's house where the signals subsequently link to Brown Bay residents.

Mr. Monico is providing storage services to NIC by storing internet equipment. Transmission and storage of NIC facilities are accommodated by Mr. Monico at no cost to NIC.

Mr. Monico advised the executive that a copy of the verbal agreement should be in Mr. Hardy's recorded notes of that day. The executive understands that apparently there is no documented agreement with Forestry and the normal process would be to have a Crown Land Lease in place. Therefore CRARS is operating a site "under the radar" of Forestry so to speak. It is also understood that Mr. Hardy has now retired.

CRARS has had for some time, a UHF repeater operation at the Brown Bay site. This operation can mostly be self powered by the batteries charged by the solar array. NIC receives a trickle charge in the order of 1/2 amp from this setup. If more transmission facilities were to be located at the site, it may not be possible to maintain high activity level for an extended time with just the solar array.

The UHF repeater facilities are not used very much by CRARS members, partly due to the poor coverage. HF transmission has been tried but now due to the large amount of RF from the

commercial internet services, HF transmissions from the site are not satisfactory. Filters have been tried but interference is just too great. Successful operations would require moving the antenna quite a ways up the hill perhaps ¼ mile to another location. This would probably require coax back to the hut and other expense as well as member resources. This can be further investigated at a later date if CRARS members consider it useful.

There have been several people freely accessing the hut. Although this is primarily meant to be a beneficial situation, with good intentions and for the continued support of both CRARS and commercial operations, it has caused conflict. Hut locks seem to have changed and cables disconnected without appropriate personnel intercommunications.

The Brown Bay radio operating license as well as all other CRARS radio operating licenses, are currently held in the name of member Aiden Nugent (VE7DHZ). Since a radio operating license must be registered to a person, this change came into effect when the former holder, Jasper Petrus, passed away.

### **Situation Issue**

There has been some member concern regarding Brown Bay HAM operations in that there may be:

1. Conflict with Industry Canada rules. The issue is centered around the fact that at the Brown Bay setup, the club is accepting power in exchange for use of our facility by a commercial operator who supplies internet service to the Brown Bay area for profit.
2. Liability regarding the power line running through the forest and up the rock surface of the hill. Should that line be damaged and cause a fire it could be life threatening and very expensive, leaving the club in a personal liability situation.
3. An issue that a potential forest fire might leave the club in a liability situation for cost damages.

At a 29 November meeting held at North Island Communications, CRARS President Donald Sass and member John Adams, met with Dave Emery, President of NIC, to discuss the current Brown Bay operational situation.

Subsequent to the 29<sup>th</sup> meeting, Dave Emery contacted Industry Canada (IC) and explained the situation (not naming the CRARS) to Kevin Hartley of IC. The response from Mr. Hartley was that such an operation was of no concern to IC as long as the commercial operator was not conducting business on HAM channels. IC was not concerned about any remuneration but indicated it could be more appropriately a Revenue Canada interest.

It is the conclusion of the CRARS executive, that current Brown Bay HAM operations do not conflict with IC rules.

## **Liability**

There is an issue related to potential fire hazard and potential personal liability. The following are points of concern:

- If a forest fire were to ensue, there would be damages liability, with an undocumented co-host arrangement it may be dubious as to where liability lay.
- Although NIC carries liability insurance, since the co-host arrangement is not a contract or even written down, CRARS is in a vulnerable situation.
- If a fire materialized, the exact location may be difficult to determine, was it CRARS equipment or NIC equipment that started the fire.
- Apparently in the past, there has been occasion where the Forestry Department (FD) has asked repeater operators for a liability bond in the order of \$100,000.
- FD is not currently aware that CRARS operates a site in Brown Bay and it may not be wise to contact FD else it may trigger an FD investigation with ensuing consequences. NIC has working arrangements with FD and is able to freely correspond hence any questions should be routed through NIC.

## **CRARS Liability Insurance**

Radio Amateurs of Canada (RAC) offers liability insurance to RAC member clubs. CRARS is not currently a RAC club member. The liability insurance is up to \$5 million per occurrence and the premium is based on the number of club members. Members themselves are classified as RAC members or non-members. There is an additional charge for RAC non-members.

The current liability formula for calculating the annual insurance cost is:  
\$150 + (\$1 x RAC members) + (\$11 x RAC non-members)

For calculation purposes, assuming 50% of CRARS's 20 members are also RAC members, then the annual cost to CRARS for RAC liability insurance is  $\$150 + \$10 + \$110 = \$270$

Note that the insurance is liability only. There is an additional insurance and costs to insure club equipment.

## **NIC Offer to CRARS**

In order to relieve CRARS of the liability situation, NIC has expressed a willingness to purchase some CRARS equipment, as it is required for NIC's commercial operations at Brown Bay, and offering that then CRARS would become a tenant at the site at no charge.

NIC currently has tenant arrangements with the Comox Valley Radio Club and the RCMP so this tenancy concept is not "new". Current NIC arrangements with other parties are well documented with appropriate paperwork for each party.

In a CRARS Tenancy arrangement:

- NIC would offer “First Right Of Refusal” (FROR) in the event the Brown Bay internet operation were sold, ceased operation, etc. Under a FROR, CRARS would be back to the current situation.
- NIC would reimburse CRARS for the items at some agreed value, by money or “in kind”. The club currently has on site, solar panels, hut, batteries and controller. It is understood that all items are approximately 7 years old and the batteries and solar panel have a life about 20 years. These items would have to be transferred to NIC in order for NIC to carry on its business as “owner”.
- The club would retain ownership of its radios, antenna, duplexer and coax .
- Any agreement would be documented and specifically list items owned by each party.
- NIC would manage hut access and designated CRARS members would pick up the key from NIC when needed.

The following items purchased for the 2005 installation, had the approximate NEW value:

- Hut = \$700
  - Batteries = 283 x 6 = \$1678
  - Solar panels = 700 x 2 = \$1500
  - Solar regulator = \$75
- Total NEW = \$3953

### **CRARS Options**

1. Continue operations in the current “loose” arrangement.
2. Continue current operations but define specific liability issues and CRARS take out appropriate liability insurance.
3. Maintain existing CRARS, NIC and Mr. Monico’s current operations, ask NIC to assume full liability for the CRARS repeater site.
4. Enter into a tenancy arrangement with NIC transferring the equipment required by NIC for its operations.
5. Remove all CRARS operations, retrieve all equipment for potential future use elsewhere and walk away from Brown Bay.

### **Options Comments**

Option number:

1. This option is not viable as it does not address CRARS liability.
2. This option is viable but would be an ongoing expense to CRARS. The site continues “under the radar”.
3. This option is viable. Request NIC to include CRARS in its liability insurance. There might be a cost to CRARS. It does not address ongoing support issues, decreasing equipment value or site VHF and HF transmission site problems. CRARS would maintain its current site equipment and NIC its operating location. Both CRARS and

NIC recognize their existing joint beneficial operating relationships. NIC understands the benefit provided by Mr. Monico. The site continues “under the radar”.

4. This option is viable. This is a “win-win” situation as the liability issue is solved at no cost to CRARS. NIC is able to continue its operations. The site becomes legal with Forestry. CRARS gets value for equipment and no longer owns equipment subject to an ongoing decreasing value. CRARS is able to continue its operations or whatever future operations it wishes. CRARS would continue to have site access. This option would not affect private working relationships between Mr. Monico and NIC.

If NIC were sold or went out of business, CRARS would return to existing conditions (in other words nothing changes from today). A co-locate agreement and Crown Land lease would be in place and CRARS could deal with these issues then.

5. This option is viable but not seen to be promoting continuing good relationships between CRARS, NIC, or Mr. Monico. CRARS would probably store the equipment for some time and end up with some equipment that would require replacement in the future before it could be used. There is no additional future repeater site planned at the moment.

## **Considerations**

Each member should weighed the pros and cons of each option and consider the best course of action for the club. In making a decision, the executive urges that members consider that:

- Dave Emery via NIC, has in the past graciously supported the club, by loaning and donating equipment. The club would wish to retain amiable relationships.
- NIC and Mr. Monico have good working relationships which currently are in NICs interest and both parties would wish to retain amiable relationships.
- Juan Monico has been a CRARS member for a long time, supports club endeavours, and contributes extensively to the club.
- Many CRARS members have put a great deal of time and effort into establishing the Brown Bay repeater site, it is anticipated that these members would wish to continue to seek some ongoing operational value from the site.
- NIC is providing a commercial service to Brown Bay residents and whether or not the CRARS site, its hut or other equipment were used by NIC, the internet commercial services will remain.
- Brown Bay CRARS operations is currently underused. The site is considered not usable for VHF or HF but could be used for UHF as a link to connect all CRARS repeaters. In this manner other technologies could be placed at Brown Bay if this were deemed viable.
- The potential liability issue could be severe, the probability of a disaster may be small but if it did occur, under the existing club relationship with NIC, each member could be held liable.
- Any drastic change to current operations at Brown Bay, might affect relations with CRARS members, Mr. Monico and eventually with NIC.

- The largest liability probability may be from the power line from the fish factory to the site. Although this cable is buried, there is a potential for fire at the hut and this could spread causing a forest fire.
- Support for Brown Bay is difficult. In the past, equipment has been left to continuously operate when there has been an equipment problem. This has caused difficulty for the commercial operator and is contrary to Federal communications rules. There has been no agreed and dedicated support function, rather support has been ad hoc by CRARS members willing to take on this responsibility on their own initiative.

### **Executive Position**

- The club should maintain its current good working relations with NIC.
- Mr. Monico's hosting arrangement is a private agreement and separate from any CRARS agreements. He should continue his support of NIC through his hosting of NIC internet services should he wish to do so.
- The liability issue should not be ignored.
- For separate CRARS liability insurance, the annual cost to a club whose sole income is member dues is not sustainable. The club's dues are \$20 per person for a total approximately \$400 per year.
- Not having a Crown Land Lease is a big issue.
- Under a tenancy arrangement, CRARS could continue with any radio operation it desires.
- Any continued working relationship with NIC, no matter what form, requires detailed documentation.

### **Proposal**

The executive suggests that each member consider each option. Each member will be asked to cast a vote for a single option. The option receiving the most votes will be the selected option.

Should members chose option #4, it is proposed that:

- Ø CRARS enter into a tenant arrangement with NIC for Brown Bay operations.
- Ø The executive negotiate a fair value of equipment to be transferred.
- Ø CRARS and NIC formalize arrangements with proper documentation.
- Ø The executive complete the proposed undertakings on behalf of the club.

Should members choose a different option, the CRARS Executive will attempt to implement the selected option and will periodically report to the members on their progress.

At a regular CRARS club meeting, the Executive will table the following motion.

**MOTION – Each CRARS member will be offered a vote on their preferred method of proceeding to address Brown Bay issues, and the option receiving the majority vote will be the selected option.**