Court of King's Bench of Alberta

Citation: Hybrid Wireless Inc. v Rohl Gateway Fibers Inc., 2026 ABKB 315

Date: 20260423
Docket: 2503 15601
Registry: Edmonton

Between:

Hybrid Wireless Inc.

Appellant

- and -

Rohl Gateway Fibers Inc., Formerly Known as Rohl Geomatics Inc.

Respondent

Reasons for Decision
of the
Honourable Justice S. Leonard

I. Introduction

[1] Hybrid Wireless Inc. ("Hybrid") appeals both an Arbitration Decision given on July 8, 2025, and a Costs Award given on December 29, 2025. The Arbitrator found that Hybrid breached a 2015 Fiber Rights Acquisition Agreement ("the 2015 FRA") between Hybrid and Rohl Gateway Fibers Inc. ("Rohl") because Hybrid assigned its rights to third parties without giving notice to Rohl and without paying Rohl a fixed value for maintenance on each fiber assigned.

[2] The Arbitrator also found that Hybrid installed equipment in Rohl facilities, known as POP Sites, beyond the allotment permitted in the 2015 FRA. He determined that Hybrid accessed the POP Sites without following the procedures outlined in the 2015 FRA and installed, or allowed its third-party assignees to install, equipment without the proper permission.

[3] The Arbitrator awarded Rohl damages for the breaches and costs on a solicitor-client basis. Hybrid appeals these findings.

II. Background

[4] Rohl owns a fiber optic transmission system that follows a route from Edmonton, Alberta to Fort St. John, British Columbia. It is comprised of a 24-strand fiber optic network ("the Rohl Network"). Along the route there are nine sites, including land and buildings, where Rohl houses fiber optic transmission equipment. These sites are known as Point of Presence Sites, or POP Sites.

[5] In March 2015, 1858361 Alberta Ltd. and Rohl executed the 2015 FRA, which granted 1858361 Alberta Ltd. an indefeasible right of use ("IRU") in six strands of optical fiber along the Rohl Network ("the Hybrid Lines"). In 2017, 1858361 Alberta Ltd. amalgamated with Hybrid. As a result of the amalgamation, Hybrid assumed the rights and responsibilities under the 2015 FRA.

[6] Hybrid provides internet services to communities in rural Alberta and British Columbia and to oil and gas facilities in Alberta. Pursuant to the 2015 FRA, Hybrid is entitled to profit from the Hybrid Lines by using them to supply telecommunications services to third parties.

[7] When the 2015 FRA was executed, Rohl received an upfront IRU fee. The 2015 FRA also mandates ongoing maintenance fees. Specifically, Hybrid pays both an Annual Maintenance Cost and its proportionate share of actual maintenance costs.

[8] Article 13.2 of the 2015 FRA sets the Annual Maintenance Cost at $33,000.00. Rohl is entitled to increase the Annual Maintenance Cost in accordance with the Consumer Price Index but has never done so. If Rohl incurs a maintenance fee, it invoices Hybrid its proportionate share. The Hybrid Lines represent 25% of the Rohl Network, so Hybrid is proportionally responsible for 25% of Rohl's actual maintenance costs. It is undisputed that Hybrid has always paid its contractual maintenance costs.

[9] The 2015 FRA also governs Hybrid's access to and use of Rohl's POP Sites. Specifically, Hybrid is entitled to unescorted access to the POP Sites in order to install, maintain or repair its equipment. Access to the POP Sites is governed by Exhibit G of the 2015 FRA, which is called "Access Procedures." Among other things, it requires notice to Rohl each time POP Site access is sought.

[10] Hybrid is also authorized to use designated space within Rohl's POP Sites to store and operate its equipment. The 2015 FRA establishes Hybrid's minimum space allotment and contemplates additional space, subject to availability and electrical requirements. To properly host the necessary equipment for both Rohl and its customers, the POP Sites must contain appropriate HVAC equipment and sufficient electricity to operate the HVAC and maintain temperatures.

[11] Both Hybrid and Rohl are permitted to assign their rights under the 2015 FRA. Such assignments are governed by Article 18: "Restrictions on Assignment and Transfer." Article 18.2 pertains to the assignment of rights by Hybrid, the licensee, and provides as follows:

> 18.2 ASSIGNMENT BY LICENSEE
>
> There shall be no restriction on Licensee's rights to grant security over, assign or otherwise transfer this Agreement or any Related Agreement or any portion of its rights hereunder or thereunder, provided that:

> (i) Licensee shall give Rohl 30 days' written notice identifying the secured party, assignee or transferee.
>
> (ii) except in the circumstances set forth in the immediately following sentence, no such grant of security, assignment or transfer shall serve to release Licensee from its obligations hereunder and thereunder. If the assignee or transferee (other than in the case of granting a security) executes an agreement in form satisfactory to Rohl, acting reasonably, with Licensee and Rohl to assume, discharge and perform those of Licensee's obligations hereunder relating to the rights assigned which arise after the date of assignment or transfer, provided that the Licensee provides Rohl with evidence that either (i) there is sufficient revenue from the Licensed Fibers to pay the maintenance costs required, or (ii) if there is not sufficient revenue from the Licensed Fibers, that the assignee or transferee, as the case may be, has sufficient assets to pay the maintenance costs required after taking into consideration the revenues from the Licensed Fibers, then the Licensee shall be released and discharged from its obligations hereunder.
>
> (iii) if the assignment or transfer is to an unrelated third party, the assignee or transferee shall pay a fixed value for maintenance on each fiber being assigned or transferred in an amount equal to the fair market value of such service at the time in question. In the event of default by the assignee or transferee, Licensee shall be liable for the default payments at Licensee's contractual rate.

[12] Between 2017 and 2023, Hybrid made the following assignments:

- **June 2017:** Hybrid entered a Fiber Rights Acquisition Agreement with ATCO Electric Ltd., whereby Hybrid assigned a portion of its rights under the 2015 FRA ("the ATCO Assignment").
- **June 2022:** Hybrid entered an extension agreement with ATCO, whereby the length of the fiber optical network governed by the ATCO Assignment was extended from Fox Creek, Alberta to Whitecourt, Alberta ("the Whitecourt Extension").
- **July 2022:** Hybrid entered a Fiber Rights Acquisition Agreement with AltaLink LP, whereby Hybrid assigned a portion of its rights under the 2015 FRA ("the AltaLink Assignment").
- **October 2023**: Hybrid entered a Fiber Rights Acquisition Agreement with Canadian Fiber Optics Corp., whereby Hybrid assigned a portion of its rights under the 2015 FRA ("the CFOC Assignment").

[13] Rohl was never provided notice of these assignments.

[14] The 2015 FRA also requires Rohl to give 15 days notice of any service interruptions. In the summer of 2023, Rohl provided a service interruption notice to Hybrid and became concerned when Hybrid asked for a longer notice period to accommodate ATCO. In response to Hybrid's request for more notice, Rohl demanded that Hybrid confirm the identities of all parties holding interests in the Hybrid Lines.

[15] The requested information was not initially forthcoming. Hybrid's silence led Rohl to conduct a POP Site audit, which revealed Hybrid's access, use and equipment installation at some of Rohl's POP Sites. As a result, in November 2023, and following a series of exchanges between Rohl and Hybrid, Rohl issued a Notice to Arbitrate.

[16] The arbitration was held in January 2025. The Arbitrator interpreted the assignment provision of the 2015 FRA and concluded that it imposed mandatory preconditions to a valid assignment. Before an assignment under Article 18.2 becomes effective, Hybrid must give Rohl 30 days notice and Rohl must receive payment for the fixed value of the maintenance cost of the assigned lines.

[17] The Arbitrator found that Hybrid never provided Rohl with written notice of any of these assignments, nor were any fixed value maintenance payments made. In fact, the Whitecourt Extension was not disclosed until Rohl filed a procedural application before the Arbitrator. As such, all of the assignments granted by Hybrid constituted a breach of the 2015 FRA.

[18] The Arbitrator also found that Hybrid violated the 2015 FRA's terms governing POP Site access and usage. Specifically, he found that Hybrid entered POP Sites without providing the required notice, installed equipment beyond what was permitted by the 2015 FRA, and allowed its assignees to install equipment without Rohl's knowledge or approval.

[19] The Arbitrator awarded damages for the breaches and imposed solicitor-client costs.

III. Issues

[20] The issues to be decided on this appeal are as follows:

1. Do the parties have the ability to appeal the Arbitrator's award?
2. What is the appropriate standard of review?
3. Did the Arbitrator make a reviewable error in his interpretation of the relevant contractual provisions?
4. Did the Arbitrator make a reviewable error in his assessment of damages?
5. Did the Arbitrator make a reviewable error in his costs award?

IV. Ability to Appeal the Arbitrator's Award

[21] Section 44(1) of the *Arbitration Act*, RSA 2000, c A-43 [*Arbitration Act*] provides that "[i]f the arbitration agreement so provides, a party may appeal an award to the court on a question of law, on a question of fact or on a question of mixed law and fact."

[22] Article 17.8 of the 2015 FRA permits appeals on questions of law and questions of mixed law and fact but prohibits appeals on questions of fact. The 2015 FRA governs, so Hybrid is permitted to appeal questions of law and questions of mixed law and fact only.

V. Standard of Review

[23] The parties agree that the standard of review on an appeal of an arbitrator's award is the appellate standard of review: correctness for questions of law and extricable legal issues, and palpable and overriding error for questions of mixed law and fact. However, the correct standard of review is a question of law and the parties' agreement cannot be determinative: ***Monsanto Canada Inc v Ontario (Superintendent of Financial Services),*** 2004 SCC 54 at para 6; see also ***1010805 Alberta Ltd v Sundial Growers Inc***, 2024 ABKB 173 at para 20 [***Sundial***].

[24] While the standard of review applicable to commercial arbitration appeals is not definitively settled, I am prepared to adopt the reasoning of my colleagues in ***Esfahani v Samimi***, 2022 ABKB 795 at paras 26-86 and ***Sundial*** at paras 20-23. As a result, I conclude that the proper standard of review on this appeal is, in fact, the appellate standard.

[25] Hybrid's position is that all of the grounds of appeal are questions of law or involve extricable questions of law and, thus, attract the correctness standard. Rohl argues that they are mostly matters of contractual interpretation, which are subject to the deferential standard of palpable and overriding error.

[26] Contractual interpretation raises questions of mixed law and fact and is afforded deference on appellate review. Thus, unless there are extricable questions of law, issues of contractual interpretation attract the standard of palpable and overriding error: ***Sattva Capital Corp v Creston Moly Corp***, 2014 SCC 53 at paras 50-53 [***Sattva***]; ***Earthco Soil Mixtures Inc v Pine Valley Enterprises Inc***, 2024 SCC 20 at paras 27-28.

[27] Palpable and overriding error is a deferential threshold. It requires an obvious error that had a material impact on the result. An interpretation that is unreasonable or unavailable on the factual record amounts to a palpable and overriding error: ***Chemtrade Electrochem Inc v Superior Plus Corporation***, 2025 ABCA 31 at para 23; ***North American Polypropylene ULC v Williams Canada Propylene ULC***, 2026 ABCA 65 at para 38.

[28] The only exception to this standard is if the exercise of contractual interpretation involves an extricable question of law, which attracts a correctness standard. An extricable question of law includes "the application of an incorrect principle, the failure to consider a required element of a legal test, or the failure to consider a relevant factor": ***Sattva*** at para 53. True examples of extricable questions of law will be rare, and "courts should be cautious in identifying extricable questions of law in disputes over contractual interpretation": ***Sattva*** at paras 54-55.

[29] Contractual interpretation is an inherently fact specific exercise and characterizing a particular issue as an extricable question of law should not be used as a tool for selecting the more advantageous standard of review:

> [45] Courts should, however, exercise caution in identifying extricable questions of law because mixed questions, by definition, involve aspects of law. The motivations for counsel to strategically frame a mixed question as a legal question — for example, to gain jurisdiction in appeals from arbitration awards or a favourable standard of review in appeals from civil litigation judgments — are transparent. A narrow scope for extricable questions of law is consistent with finality in commercial arbitration and, more broadly, with deference to factual findings. Courts must be vigilant in distinguishing between a party alleging that a legal test may have been altered in the course of its application (an extricable

> question of law), and a party alleging that a legal test, which was unaltered, should have, when applied, resulted in a different outcome (a mixed question): ***Teal Cedar Products Ltd v British Columbia***, 2017 SCC 32 at para 45 (citations omitted).

[30] On this appeal, Hybrid challenges the Arbitrator's interpretation of the 2015 FRA's assignment provision, as well as his interpretation of the provisions governing POP Site access and usage. The parties agree that the Arbitrator's decision correctly articulates the applicable principles of contractual interpretation. However, Hybrid submits that he did not apply the principles properly, which amounts to an error in law. Rohl argues that Hybrid's characterization is an attempt to attract the more favourable correctness standard.

[31] Rohl concedes that Hybrid's first two grounds of appeal, which allege that the Arbitrator allowed extrinsic evidence to overwhelm the words of the contract and violated both the law of privity and the law of assignment, are subject to correctness. Otherwise, all of Hybrid's grounds of appeal dealing with contractual interpretation attract the standard of palpable and overriding error.

[32] I agree with Rohl's characterization. The bulk of Hybrid's arguments focus on how the Arbitrator interpreted the contract and his ultimate conclusions. These are questions of mixed law and fact and are subject to palpable and overriding error. The only exceptions are whether the Arbitrator allowed extrinsic evidence to overwhelm his interpretive analysis or whether he violated the law of privity or the law of assignment by incorrectly imposing payment obligations on the assignees. These are extricable questions of law and are reviewable on a standard of correctness.

[33] Hybrid also appeals the Arbitrator's quantification of damages and his award of solicitor-client costs. The assessment of both damages and costs are questions of mixed law and fact and, as such, are entitled to deference. Absent an extricable question of law, both attract a standard of palpable and overriding error: ***Way-Patenaude v Alberta (Human Rights Tribunal),*** 2023 ABCA 109 at para 14; ***Horizon Resource Management Ltd v Blaze Energy Ltd,*** 2013 ABCA 139 at para 15.

VI. Analysis

1) Did the Arbitrator commit any reviewable error in his interpretation of the assignment provisions of the 2015 FRA?

[34] Article 18.2 governs Hybrid's ability to make an assignment of its rights under the 2015 FRA. According to the Arbitrator's interpretation of Article 18.2, Hybrid's right to assign is subject to the conditions set forth in the listed subclauses:

- Article 18.2(i) requires Hybrid to give Rohl 30-days written notice of the assignment.
- Article 18.2(ii) is a novation clause. If Rohl, Hybrid and the assignee all agree to execute a novation, then Hybrid's rights and obligations under the 2015 FRA are transferred to the assignee. Otherwise, Hybrid remains the party liable under the 2015 FRA.

- Article 18.2(iii) requires payment of a fixed value for maintenance before an assignment can proceed.

[35] The Arbitrator found that Hybrid breached the 2015 FRA because it did not comply with these conditions before executing the ATCO Assignment, the AltaLink Assignment, the CFOC Assignment or the Whitecourt Extension. As explained by the Arbitrator:

> ...section 18.2 should be read as requiring all three conditions to be met, save for the fact that if a novation is achieved under section 18.2(ii), it is apparent that the payment of the fixed value required under Article 18.2(iii) has also been addressed and met. The indemnity provided in Article 18.2(iii) would remain.

[36] Hybrid's position is that Article 18.2 gives it an unrestricted right of assignment and the only mandatory requirement is the provision of notice. Article 18.2(ii) is an optional novation clause that, if exercised, relieves Hybrid of its contractual obligations. Article 18.2(iii) releases Hybrid from its obligation to pay for maintenance if a novation is executed that imposes an obligation on the assignee to pay a fixed value for maintenance. If the assignee defaults on these payments, then Article 18.2(iii) requires Hybrid to indemnify Rohl at its contractual rate. If there is no novation, then Article 18.2(iii) has no application.

[37] In other words, Hybrid argues that the only mandatory pre-condition is the provision of notice. Articles 18.2(ii) and 18.2(iii) are triggered if, and only if, an assignment leads to a novation. The Arbitrator's conclusion that Articles 18.2(ii) and 18.2(iii) are mandatory pre-conditions to any assignment, regardless of novation, was a legal error.

[38] The Arbitrator's decision articulated and applied the following principles of contractual interpretation:

- Contractual interpretation endeavours to determine the objective intent of the parties at the time the contract was made: ***IFP Technologies (Canada) Inc v EnCana Midstream and Marketing***, 2017 ABCA 157 at para 79, citing ***Sattva***.
- The parties' subjective intentions are irrelevant; rather, the goal is to identify "what a reasonable person would objectively have understood from the words of the document read as a whole and from the factual matrix": ***IFP Technologies (Canada) Inc v EnCana Midstream and Marketing***, 2017 ABCA 157 at para 79, citing ***Sattva***.
- Individual contract provisions cannot be examined in isolation. Rather, they must be interpreted in light of the contract as a whole. The words used must be given "their ordinary and grammatical meaning, consistent with the surrounding circumstances known to the parties at the time of formation of the contract": ***Sattva*** at para 47.
- When determining the parties' objective intentions that existed at the time of contract formation, it is proper to consider the factual matrix. However, matrix evidence cannot be used to overwhelm the actual words used in the agreement, or to create an agreement that does not exist.

[39] Hybrid does not suggest that any of these principles are incorrect, or that the Arbitrator failed to identify other, relevant principles that should have been applied. Rather, Hybrid disputes how the Arbitrator applied these principles to Article 18.2 and criticizes his interpretive

conclusion. They allege the following specific errors were made during the Arbitrator's interpretation of Article 18.2:

- The Arbitrator erred in law by allowing extrinsic evidence to overwhelm his interpretation of Article 18.2.
- The Arbitrator erred in law by interpreting Article 18.2 in a manner that violates the law of assignment and the law of privity of contract.
- The Arbitrator erred in law by failing to interpret the 2015 FRA as a whole.
- The Arbitrator erred in law by mishandling the evidence as to whether novation agreements would have been negotiated.

[40] Because it is determinative, I will only address Hybrid's second argument regarding the law of assignment.

a) Did the Arbitrator err in law by interpreting Article 18.2 in a manner that violates the law of assignment?

[41] It is well established that an assignment can only confer contractual benefits on a third-party assignee, not contractual obligations: ***National Trust Co v Mead***, [1990] 2 SCR 410 at para 35 [***Mead***]. This is a legal rule, and the applicable standard of review is correctness.

[42] The Arbitrator concluded that, pursuant to Article 18.2(iii), Rohl was entitled to a fixed maintenance payment before any assignment could become effective. Hybrid argues that unless a novation agreement is executed, a third party cannot be compelled to make payments to Rohl. In fact, requiring a third party to make such payments violates the law of assignment because contractual obligations cannot be assigned to a third party.

[43] The Arbitrator cites the correct law regarding the assignment of contractual obligations: see ***Mead***. Further, at para 51, he recognizes that payment obligations cannot be imposed on third-party assignees:

> The manner in which the requirement for the payment of the fixed fee for maintenance is to be made is also consistent with the principle that obligations cannot be assigned. **Section 18.2(iii) does not create an obligation on the assignee or transferee to pay the fixed value amount. That cannot be done.** It only makes the assignment or transfer conditional on that happening. If Hybrid or its assignee or transferee do not make the payment, then the assignment does not become effective (emphasis added).

[44] However, other parts of the Arbitrator's decision directly contradict this statement. For example, at para 50, the Arbitrator says: "...if, as was the case here, all three assignments were to unrelated parties, **then the assignee or transferee was to pay a fixed value for maintenance**…" (emphasis added). Further, at para 88, he says: "...the failure to have Hybrid's **assignees pay** the fixed value for maintenance are breaches of contract compensable in damages..." (emphasis added). At para 92, he specifically recognizes that "**the assignee or transferee was to pay** a fixed value for maintenance on each fiber assigned or transferred…" (emphasis added). And again, at para 93, he says that "**the requirement on the part of ATCO, AltaLink, and CFOC to pay a fixed value for maintenance was mandatory** before the

assignment or transfer became effective" (emphasis added). These passages clearly impose direct payment obligations on the assignee, which violates the law of assignment.

[45] The Arbitrator's decision attempts to clarify that an assignment is only conditional upon the fact of payment of the fixed value for maintenance, not that the payment must be made by the assignee. In other words, Hybrid and the assignee can negotiate responsibility for payment between themselves, which avoids imposing a payment obligation directly on the assignee. However, this reasoning completely ignores the second sentence of Article 18.2(iii):

> (iii) if the assignment or transfer is to an unrelated third party, the assignee or transferee shall pay a fixed value for maintenance on each fiber being assigned or transferred in an amount equal to the fair market value of such service at the time in question. **In the event of default by the assignee or transferee**, **Licensee shall be liable for the default payments at Licensee's contractual rate** (emphasis added).

[46] The second sentence of Article 18.2(iii) establishes that if the assignee does not pay the fixed value for maintenance, Hybrid must pay it at its contractual rate. This sentence makes no sense, and is rendered meaningless, if there is no primary payment obligation imposed on the assignee. Put simply, unless there is a payment obligation imposed on the assignee, there is nothing for the assignee to default on. It follows that there is no need to impose default liability on Hybrid and including the second sentence of Article 18.2(iii) would be unnecessary.

[47] Hybrid specifically raised the issue of the second sentence of Article 18.2(iii), arguing that it was an indemnity provision that survives a novation under Article 18.2(ii). The Arbitrator declined to consider the second sentence because no action was brought on the indemnity provision. Rohl argues that this was proper and actually demonstrates that the Arbitrator did consider the entirety of Article 18.2(iii), he just declined to apply it to a factual scenario that was not raised before him.

[48] Given the dispute between the parties, and the fact that the second sentence of Article 18.2(iii) was directly raised, its impact should have been addressed. It seems that the Arbitrator ignored the second sentence because it did not reconcile with his assertion that he was not imposing payment obligations on the third-party assignees.

[49] The Arbitrator recognizes that Article 18.2 is poorly drafted. After the Arbitrator's decision was released, Hybrid wrote to the Arbitrator and requested clarification regarding his conclusions on Article 18.2. Specifically, Hybrid invited the Arbitrator to conclude that Article 18.2(iii) is intended to read as follows:

> (iii) if the assignment or transfer is to an unrelated third party, **[the Licensee or]** the assignee or transferee shall pay a fixed value for maintenance on each fiber being assigned in an amount equal to the fair market value of such services at the time in question...

[50] The Arbitrator declined to read these words into Article 18.2(iii), stating that his written decision required no clarification. If the Arbitrator had accepted Hybrid's invitation to read those words into Article 18.2(iii), it would have been clear that there is no direct payment obligation on the assignee. The mandatory pre-condition is the payment, but responsibility for the same can be negotiated between Hybrid and the assignee.

[51] However, without the clarification requested by Hybrid, the Arbitrator's decision imposes a contractual obligation on the assignee as a mandatory pre-condition to a valid assignment. I agree with Hybrid that this runs afoul of the law of assignment.

[52] Accordingly, this ground of appeal is allowed.

b) The notice requirement under Article 18.2(i)

[53] Even if the Arbitrator's reasoning regarding the requirements of Article 18.2(iii) is set aside, Article 18.2 still does not provide Hybrid with an unrestricted right of assignment. In fact, Article 18.2(i) makes it clear that the right to assign is subject to the provision of notice. The Arbitrator concluded that Hybrid never provided Rohl with written notice of the assignments. Accordingly, Hybrid's failure to provide notice in accordance with Article 18.2(i) constitutes a breach of the 2015 FRA.

c) Conclusion on the Arbitrator's interpretation of Article 18.2

[54] The Arbitrator's interpretation of Article 18.2(iii) commits a legal error by imposing contractual payment obligations on the assignee, thereby violating the law of assignment. As a result, the Arbitrator's conclusion that Article 18.2(iii) was breached is set aside.

[55] I have not addressed the rest of Hybrid's grounds of appeal regarding the interpretation of Article 18.2 because they are irrelevant in light of this conclusion. However, by failing to provide notice of the assignments, it is clear that Hybrid breached Article 18.2(i). None of Hybrid's grounds of appeal call this finding into question. The impact flowing from this breach will be discussed in relation to damages.

2) Did the Arbitrator commit any reviewable error in interpreting the provisions of the 2015 FRA governing POP site access and usage?

[56] The Arbitrator found that Hybrid accessed the POP Sites in violation of the Access Procedures set out in the 2015 FRA and that they used and installed unauthorized equipment in the POP Sites.

[57] Hybrid advances two arguments against the Arbitrator's conclusions. First, the Arbitrator did not analyze the relevant contractual provisions governing POP Site access and usage (namely, Articles 6.1, 6.2 and 7.1). Second, there was no evidence upon which the Arbitrator could have concluded that Hybrid improperly accessed or used the POP Sites.

a) Did the Arbitrator properly analyze Articles 6.1, 6.2 and 7.1?

[58] POP Site access and usage is governed by Articles 6.1, 6.2, 7.1 and Exhibit G of the 2015 FRA. The relevant portions of these Articles are reproduced at Annex A, below. In summary, Article 6.1(a) of the 2015 FRA allows Hybrid to access and connect its telecommunications system with the Licensed Fibers and equipment at the Rohl POP Sites. These rights are subject to the conditions contained in the Access Procedures set out in Exhibit G of the 2015 FRA.

[59] Exhibit G requires Hybrid technicians to contact Rohl's Operations Center and obtain permission prior to opening the door of a POP Site.

[60] Article 6.1(c) grants Hybrid unescorted access to the POP Sites. There is no limit on the types of electronics or technologies Hybrid can employ to use the Licensed Fibers.

[61] Article 6.2 requires Hybrid to establish written procedures for qualifying and approving specific employees and subcontractors to perform the connections to the POP Sites. The names of the individuals performing the work must be provided to Rohl. Rohl has the ability to bar people from entering the sites if they do not comply with procedures.

[62] Article 7.1 provides that, without paying a co-location fee, Rohl must provide a minimum of two racks to Hybrid for its use within the POP Sites. Hybrid must pay Rohl $500 per month for this rack space and Rohl must supply electrical power to the POP Sites.

[63] Hybrid's position is that the Arbitrator gave no reasons to explain his findings in relation to these provisions. According to Hybrid, "failing to provide reasons that are sufficiently intelligible to permit appellate review is an error of law" and is reviewable on the standard of correctness: ***Custom Metal Installations Ltd v Winspia Windows (Canada) Inc***, 2020 ABCA 333 at para 32 [***Custom Metal***].

[64] Hybrid only quotes part of the Court of Appeal's guidance from ***Custom Metal***. The rest of the passage indicates that:

> [32] Failing to provide reasons that are sufficiently intelligible to permit appellate review is an error of law. **Assessing adequacy of reasons is a contextual inquiry having regard to the particular circumstances of the case: whether the basis of the trial judge's conclusions is apparent from the balance of the record even without articulation, whether the trial judge was called on to address troublesome principles of law, unsettled, confused or contradictory evidence on a key issue, and the time constraints and general press of business in the courts** (citations omitted, emphasis added).

[65] When looking at the context of the entire decision, it is apparent that the Arbitrator considered the relationship between Articles 6.1, 6.2, 7.1 and Exhibit G of the 2015 FRA, understood the relevant evidence and gave sufficient reasons for his findings on the POP Site issues. Earlier in the decision, the Arbitrator specifically analyzed Article 7.1 in relation to a different issue. Further, he had the benefit of detailed written submissions from Hybrid and Rohl explaining the interplay between Articles 6.1, 6.2, 7.1 and Exhibit G. He quotes Article 7.1 in the section of the decision dealing with POP Site access and usage and specifically references the access procedures in Exhibit G. In contrast, Hybrid does not mention Exhibit G once, even though it is highly relevant to determining whether they breached the required access protocols.

[66] It is also worth noting that Hybrid exercised its ability to request amplification of the Arbitrator's reasons under section 40 of the *Arbitration Act*. The amplification request did not include Article 7.1. If the Arbitrator's reasons regarding the POP Site access and usage provisions were truly deficient, Hybrid could have included that topic in their amplification request.

[67] The Arbitrator's reasoning about the POP Site issues is clear from the context of the whole decision, "even without articulation": ***Custom Metal*** at para 32. There is nothing to substantiate Hybrid's claims that the Arbitrator made a legal error by failing to provide sufficient reasons for his conclusions regarding POP Site access and usage.

[68] Accordingly, this ground of appeal is dismissed.

b) Does the Arbitrator's conclusion that Hybrid improperly accessed the POP Sites disclose a reviewable error?

[69] Hybrid frames their argument as disclosing a legal error, but their submissions actually communicate disagreement with how the Arbitrator interpreted the POP Site access and usage provisions. As such, the standard of review is palpable and overriding error.

[70] The Arbitrator found that it was "logical that notice be provided to the owner of the POP Site when access is sought, and the details of any intended installation of equipment be given." He concluded that Hybrid breached the 2015 FRA by accessing the POP Sites without providing notice.

[71] In their written submissions, Hybrid concedes that the 2015 FRA "contemplates" Hybrid providing notice before accessing the POP Sites, but that the procedure for notice and access became informal over the course of the parties' contractual relationship. This is a mischaracterization of the 2015 FRA. The Access Procedures set out in Exhibit G and cross-referenced in Article 6.1(a) expressly require notice prior to access. It is not merely "contemplated". Further, the Arbitrator's decision includes pictures of a POP Site door, which displays a sign announcing that any visitor must notify Rohl before accessing the Site. Any time a Hybrid representative visits a POP Site, the sign would remind them that specific notice is required.

[72] The Arbitrator also considered the uncontradicted expert opinion of Donald J. Pumphrey. Mr. Pumphrey explained that access to POP Sites is "strictly managed" and that it is industry standard to provide notice when accessing a POP Site.

[73] Hybrid argues that the Arbitrator based his conclusions about POP Site access procedures exclusively on Mr. Pumphrey's evidence. In their view, relying on extrinsic evidence without even considering the words of the contract is an error of law. Again, this is a mischaracterization. The Arbitrator did consider the express procedures set out in the 2015 FRA, which clearly requires notice before POP Site access occurs. Mr. Pumphrey provided additional evidence to support the Arbitrator's interpretation of these provisions, but the Arbitrator did not allow Mr. Pumphrey's evidence to overwhelm the actual written words of the contract.

[74] Based on both the express language of the 2015 FRA and the supporting evidence of Mr. Pumphrey, it was reasonable for the Arbitrator to conclude that notice was required prior to entering a POP Site.

[75] Hybrid also argues that they are entitled to *unescorted* access *at all times*, without *limitations* as to the types of electronics used, as contemplated in Article 6.1(c). It is accurate that Article 6.1(c) establishes that Hybrid is entitled to unescorted POP Site access. However, the Arbitrator's decision does not imply that Hybrid's personnel had to be *escorted*. Rather, the Arbitrator found that there was a requirement to give notice when accessing POP Sites.

[76] It is clear that Hybrid was required to notify Rohl before accessing any POP Site. The Arbitrator's conclusion that Hybrid breached the 2015 FRA by failing to provide notice does not disclose a palpable and overriding error. This ground of appeal is dismissed.

c) Did the Arbitrator have evidence upon which to base his decision regarding improper use and equipment installations at the POP Sites?

[77] The Arbitrator found that Hybrid breached the 2015 FRA by using excess rack space and by installing unauthorized equipment within certain POP Sites.

[78] Article 7.1 of the 2015 FRA provides that Rohl "shall provide facilities for a minimum of two racks of Licensee's equipment used to operate the Licensed Fibers within the Rohl POP Sites." Hybrid argues the Arbitrator failed to analyze this provision and, as a result, did not determine how much rack space Hybrid was granted under the 2015 FRA. Because it is unclear how much rack space Hybrid was actually entitled to, the Arbitrator's conclusion that Hybrid's use of rack space exceeded its contractual allotment is unsubstantiated. In fact, Hybrid's position is that they are entitled to any amount of rack space they require, as long as there is space in the POP Site.

[79] Hybrid also complains that Rohl failed to advance any evidence that would allow the Arbitrator to determine what equipment, if any, Hybrid installed beyond its entitlement. However, during questioning, Rohl asked Hybrid to produce an inventory of equipment that Hybrid or third parties installed in the POP Sites. Hybrid refused to produce the information because, in their view, it was "unduly onerous, and the requested inventory is not relevant." It is disingenuous for Hybrid to argue that the production of an equipment inventory is irrelevant and then complain that the Arbitrator did not have sufficient evidence to ground his interpretive analysis.

[80] In any event, Hybrid's assertion that Rohl did not adduce sufficient evidence to permit the Arbitrator to determine what equipment Hybrid installed beyond their entitlement is incorrect. Rohl's witness, Mr. Denis, conducted an audit of the POP Sites and personally observed unauthorized equipment installed at some of the POP Sites. The audit report recorded any equipment that had been installed beyond Hybrid's two assigned racks in each of the POP Sites, including on the POP Site walls. This audit information was provided to Mr. Pumphrey, who used it to conduct a damages calculation. Mr. Kuryluk of Hybrid also provided evidence that Hybrid permitted or knew about the unauthorized installations. The audit report, the resulting Pumphrey calculations, and Mr. Kuryluk's testimony were all before the Arbitrator.

[81] Further, in their written brief to the Arbitrator, Rohl highlighted the following evidence:

- Hybrid installed a microwave tower next to the Fort St. John POP Site. As a result, lighting strike defence mechanisms were required inside the POP Site. This took up wall space.
- Hybrid allowed Xplornet to install equipment in the Fort St. John POP Site.
- Hybrid installed equipment for Vincent Communications and Cold Lake Communications in the Fort St. John POP Site.
- Hybrid permitted AB North to install equipment at the Valleyview POP Site.
- Hybrid permitted ATCO to install a rack and cabinet in the Valleyview POP Site.

- Hybrid permitted Rigstar Communications to install equipment at the Dawson Creek POP Site.

[82] The Arbitrator's reasons demonstrate that he accepted Rohl's evidence regarding the results of the POP Site audit:

> Rohl…undertook an audit to determine Hybrid's compliance with access to and use of its POP Sites. This revealed the installation of equipment on a new rack in the Valleyview POP Site. Responses from Hybrid to inquiries of who had interests in the Licensed Fibers in the rural network were not entirely forthcoming, but ultimately, led to disclosure of the ATCO FRA, the Whitecourt extension, and the AltaLink FRA. The POP Site audit was done in November 2023 and confirmed several unauthorized installations. The unauthorized POP Site access also led to excess rack usage.

[83] While it is true the Arbitrator did not specifically address whether Hybrid was entitled to more than two racks, this was unnecessary in the circumstances because breaches were already established due to lack of notice, unauthorized access by third parties, and unauthorized installations.

[84] For example, the 2015 FRA requires Hybrid to advise Rohl before they or their customers install equipment at the POP Sites. The overall wording of the 2015 FRA only authorizes Hybrid (as Licensee) or, in some cases, Hybrid's approved subcontractors, to access the POP Sites. That access is still subject to the procedures set out in Exhibit G, and it does not extend access to third-party assignees.

[85] Despite all of these contractual requirements, Hybrid installed equipment without advising Rohl. Hybrid also allowed third parties to access the POP Sites and install equipment without advising Rohl. Some pieces of equipment were installed on the walls of the POP Sites. A wall is not a rack, so this equipment was clearly outside of the space contractually assigned to Hybrid. Ultimately, the Arbitrator had sufficient evidence from Mr. Denis, Mr. Pumphrey and Mr. Kuryluk to determine that Hybrid had not complied with the POP Site provisions of the 2015 FRA.

[86] The Arbitrator's conclusion that Hybrid's actions breached the 2015 FRA does not demonstrate a palpable and overriding error. Accordingly, this ground of appeal is dismissed.

d) Conclusion on the Arbitrator's interpretation of the 2015 FRA's provisions governing POP Site access and usage

[87] The Arbitrator concluded that Hybrid breached the 2015 FRA by failing to notify Rohl before accessing the POP Sites and by failing to obtain authorization prior to installing equipment. His decision is entitled to deference, and Hybrid has not identified any legal or palpable and overriding error that would permit interference with these findings.

3) Damages

[88] The Arbitrator reviewed relevant caselaw related to damages and awarded $200,000 in damages for the breaches related to the POP Site provisions. He also awarded damages for the breach of Article 18.2(iii). But, because the parties are entering another arbitration with respect to the renewal of the 2015 FRA that will impact the assessment of damages related to this

breach, the final amount has not yet been assessed. However, Hybrid states that it is somewhere in the range of $774,325.35 to $1,744,554.45.

[89] As established earlier in this decision, the standard of review applicable to the proper assessment of damages is palpable and overriding error.

a) Breach of Article 18.2

[90] Section 44(5) of the *Arbitration Act* sets out the Court's remedial options on an appeal from an arbitration award:

> (5) The court may confirm, vary or set aside the award or may remit the award to the arbitral tribunal and give directions about the conduct of the arbitration.

[91] The Arbitrator's finding that Hybrid breached Article 18.2(iii) was based on a legal error and has been set aside. As a result, the damages award relating to the breach of Article 18.2(iii) must also be set aside. However, that does not end the matter, because damages for the breach of Article 18.2(i) must also be considered.

[92] The Arbitrator directed Hybrid to pay damages to compensate Rohl for their lost opportunity to receive the fixed value for maintenance over the term of the assignments. It is unclear whether his decision addresses the damages that flow exclusively from the lack of notice under Article 18.2(i).

[93] At para 95 of the Arbitrator's decision, he states:

> I find that had the 2015 FRA been performed by the giving of 30 days notice of the assignment or transfer, and not breached, each of ATCO, AltaLink, and CFOC would, more likely than not, have paid a fixed amount for maintenance on each fiber assigned or transferred to it to Rohl.

[94] This seems to suggest that the final damages relate to Hybrid's failure to provide notice of the various assignments. However, at para 113, he unequivocally ties the damage figures to the specific breach of Article 18.2(iii). It is unclear whether any of the damages in that paragraph are exclusive to the breaches regarding notice.

[95] Though Hybrid asserted in oral submissions before this Court that no damages flow from the failure to give notice as required by Article 18.2(i), this submission was not sufficiently canvassed for the Court to render a decision. Thus, I conclude that the appropriate remedy is to set aside the award as specified above and remit the remaining damages issue to the Arbitrator. There is a discrepancy between paras 95 and 113 of the Arbitrator's decision, and he is uniquely situated to resolve that inconsistency. He is also the one who made the factual findings regarding Hybrid's failure to provide notice. Further, the parties provided him with substantial evidence regarding the overall quantification of damages. As such, he is in the best position to determine the appropriate damages for the breach of Article 18.2(i).

[96] Pursuant to my authority under s 44(5) of the *Arbitration Act*, I set aside the award as it relates to the breach of Article 18.2(iii) and the damages assessed in relation to that breach. Further, I direct the issue of damages for the breach of Article 18.2(i) to be returned to the Arbitrator. If the parties cannot agree on the proper procedure for the reconsideration, it will be determined according to the Arbitrator's discretion.

b) Breaches related to POP Site access and usage

[97] Since Rohl was entitled to damages for unauthorized POP Site access and unauthorized installation of equipment, the Arbitrator had to assess damages even if they could not be calculated precisely. He was satisfied that, at a minimum, Rohl experienced losses related to additional electricity costs and the costs of the POP Site audit. However, he indicated that he required expert evidence in order to properly quantify the total loss.

[98] As a result, he relied on Mr. Pumphrey's expert report, which estimated the total damages at $261,777.41. This included $218,606 for site and power, $38,492.16 for escorted service, and $4,679.25 for meal and hotel allowances. These values were based on the results of the POP Site audit conducted by Mr. Denis. Ultimately, the Arbitrator awarded $200,000 for the POP Site breaches.

[99] Hybrid argues that it was improper for the Arbitrator to consider Mr. Pumphrey's expert opinion regarding damages. Article 7.1 already sets Rohl's entitlement to compensation for extra rack space and electricity and Article 6.1(c) permits unescorted access. In other words, there was no need to consider Mr. Pumphrey's extrinsic evidence because the issue was specifically dealt with in the 2015 FRA.

[100] While Hybrid raises this objection now, there were no such objections before the Arbitrator. Further, Hybrid did not respond to Mr. Pumphrey's report with evidence of their own, which left Mr. Pumphrey's report as the only objective evidence that the Arbitrator could consider when calculating the loss relative to the POP Site breaches.

[101] Hybrid also argues that Mr. Pumphrey's report contains improper amounts that artificially inflated the damages award. For example, the amounts representing the charges for escorted services and meals/hotel allowances ($43,171.41) are unnecessary. There was no requirement for escorted access to the POP Sites. Therefore, these amounts would not have been incurred. The amount remaining if these are removed from the total is 218,606.00.

[102] Further, Mr. Pumphrey's calculations included CFOC equipment at two POP Sites, but CFOC removed their equipment "almost immediately." The calculations for the use of these two sites for 36 months is $30,682.00. If this amount is subtracted from $218,606.00, it would leave $187,924.00. However, Hybrid does not acknowledge that the Arbitrator also found that Rohl was entitled to be compensated for the cost of the POP Site audit.

[103] Given the overall circumstances, it was reasonable to rely on Mr. Pumphrey's calculations. It was the only objective evidence regarding damages available to the Arbitrator and he reduced the figures appropriately. The final damages award of $200,000 does not demonstrate a palpable and overriding error.

c) Conclusion on Damages

[104] The damages award related to the breach of Article 18.2(iii) is set aside. The matter is returned to the Arbitrator to determine what damages, if any, result from the breach of Article 18.2(i).

[105] With respect to the POP Site damages, the Arbitrator considered the results of the POP Site Audit and relied on the uncontradicted expert report of Mr. Pumphrey. Any shortcomings in Mr. Pumphrey's report were addressed by reducing the figures appropriately. There was no palpable and overriding error with respect to the Arbitrator's decision regarding damages for the

breaches related to POP Site access and usage and his quantification of damages in this regard should not be disturbed.

[106] Thus, the portion of the award addressing breach of the POP Site provisions, as well as the resulting damages, is confirmed.

4) The Costs Award

[107] The Arbitrator awarded costs to Rohl in the amount of $1,736,246.29. This included 100% of the legal expenses owed to their lawyers, as well as amounts owed to the Arbitrator, Deloitte, and Rohl's expert, Mr. Al-Shoubaki.

[108] The Arbitrator's costs award was based on the fundamental premise that Rohl was substantially successful in the results of the arbitration. Now that the Arbitrator's conclusion on the breach of Article 18.2(iii) and the significant damages flowing from that finding have been set aside, that fundamental premise is no longer accurate. As a result, the costs award must also be set aside and remitted to the Arbitrator for consideration.

VII. Conclusion

[109] The Arbitrator's conclusion that Hybrid breached the provisions of the 2015 FRA governing POP Site access and usage discloses no legal or palpable and overriding error. As a result, Hybrid's grounds of appeal relating to the Arbitrator's interpretation of the POP Site provisions and the grounds of appeal relating to the damages for the POP Site breaches are dismissed. This part of the Arbitrator's award is confirmed, and Rohl is entitled to $200,000 in damages related to the breach of the POP Site provisions.

[110] The Arbitrator's decision regarding the breach of Article 18.2(iii) violates the law of assignment. As such, it discloses a legal error, and the Arbitrator's interpretation of Article 18.2(iii) must be set aside.

[111] Both the Arbitrator's decision regarding damages for the breach of Article 18.2(iii) and the significant costs award are based on the fundamental premise that there was a breach of Article 18.2(iii) and, as a result, Rohl was the substantially successful party at the arbitration. Since I have concluded that the Arbitrator's analysis regarding Article 18.2(iii) discloses a legal error and must be set aside, it follows that both the damages award relating to Article 18.2(iii) and the costs award premised on Rohl's substantial success must also be set aside.

[112] With respect to Hybrid's breach of Article 18.2(i), the matter is returned to the Arbitrator to determine what damages, if any, result from the failure to provide notice of the various assignments. The issue of costs is also returned to the Arbitrator.

[113] If the parties cannot agree on the costs of this appeal, they may provide me with written submissions within 30 days. Submissions must be limited to no more than five pages, though the five-page limit does not include authorities and attachments.

Heard on the 22nd day of January, 2026.
Dated at the City of Edmonton, Alberta this 23rd day of April, 2026.

S. Leonard
J.C.K.B.A.

Appearances:

Andrea Luft, Justine Mageau and Landon Haynes
Witten LLP
for the Plaintiff

David de Groot, Matthew Kuhl and Rylea Yanke
Burnet, Duckworth & Palmer LLP
for the Defendant

Brent Kaneski
DFS Kaneski Unruh
for the Defendant

Annex A

6.1 CONNECTING POINTS

(a) On the terms and subject to the conditions set out herein, including the Access Procedures set out in Exhibit G, Rohl shall provide Licensee with access to, and Licensee shall have the right to connect, at Licensee's sole cost and expense, its telecommunications system (by way of Extension Cables) with the Licensed Fibers and equipment at the Rohl POP Sites (each such access point being referred to as a "Connecting Point" in this Article 6) as Licensee requests, acting reasonably; provided, however, that all final connections of the Licensed Fibers or any other connecting cables to the Rohl System, including all final connections to or in the Rohl POP Sites, will be performed exclusively by Rohl (or a subsidiary of Rohl) at Cost (or, if approved by Rohl, by Licensee or by Licensee Subcontractors at no cost to the Licensee). Any other connection Licensee may requires in respect to the Extension Cables, subject in each case to applicable Underlying Rights Requirements, the System Operations Manual and to Rohl or Licensee, as the case may be, obtaining other required permits, authorizations and approvals (which Rohl shall use Reasonable Efforts to obtain if Rohl and not Licensee is a party to the relevant Underlying Right), shall be performed by Licensee or by Licensee Subcontractors (provided, however that Licensee shall not open any splice closure, and all work by Licensee must be in compliance with all applicable and reasonable engineering standards approved by Rohl). If mutually agreed upon, by the parties, Rohl will act as Licensee's Subcontractors to perform the connection and, in such capacity, will supply and install the Extension Cable at Cost. Whether installed by or on behalf of Licensee, the Extension Cable must satisfy the specifications set out in Exhibits B, C and D.

(b) Licensee shall obtain any and all Extension Rights relating to the grant of rights and interests in and/or access to the real property underlying the Extension Cables and the Licensee POP Sites and such other rights, licenses, permits, authorizations, consents and approvals (including, without limitation, any necessary local, provincial, federal or tribal authorizations and environmental permits) that are necessary in order to perform its obligations under this 6.1

(c) Subject to applicable Underlying Rights Requirements, any restrictions imposed by or rights of third parties in connection with the Rohl POP Sites and Section 5.2 and 6.1(a), Licensee shall be provided unescorted access by Rohl to any Rohl POP Site at all times. Licensee shall have no limitations on the types of electronics or technologies employed to utilized the Licensed

Fibers, subject to any restrictions imposed by or rights of third parties in connection with the Connecting Points, Systems Operations Manual, mutually agreeable safety procedures, and Licensee securing and maintaining those easements, rights of way, licenses and other agreements for which it is responsible pursuant to Section 3.2, if any, and so long as such electronics or technologies do not interfere with the use of or present a material risk of damage to any portion of the Rohl System or Rohl's associated optronics or electronics or optical or electrical equipment. All equipment to be used by Licensee in the performance of any work upon the Rohl System shall be CSA/UL approved and approved by Rohl.

6.2 LICENSEE PERSONNEL

Licensee shall establish written procedures (the "Licensee Procedures") for qualifying and approving specific trained Licensee employees and subcontractors to perform connections as contemplated by Section 6.1 and to have access to Rohl POP Sites as contemplated by Section 7.1. Licensee shall provide Rohl with a copy of the Licensee Procedures promptly after they have been established and a list of authorized subcontractors (by company) ("Licensee Subcontractors"). Licensee shall also provide Rohl with a list of the names of the individuals who will perform work on behalf of Licensee, and contact information for those individuals. Rohl shall be entitled to review, from time to time, the activities of Licensee employees and such subcontractors to confirm compliance with the System Operations Manual and the Licensee Procedures. Rohl wit be entitled, upon reasonable notice to Licensee and after affording Licensee a reasonable opportunity to remedy the issue, (i) to bar access to a particular individual employee or employees of Licensee or of a Licensee Subcontractor, if it determines acting reasonably, that such individuals are not complying with such procedures and/or (ii) in the event of repeated breaches by Licensee Employees or Licensee Subcontractors, to require that any further access shall be subject to escort (at Cost) by authorized personnel of Rohl.

7.1 ACCESS TO ROHL POP SITES

During the Term and subject to the terms and conditions of this Agreement, and without paying a co-location fee, Rohl shall provide facilities for a minimum of two racks of Licensee's equipment used to operate the Licensed Fibers within the Rohl POP Sites, for regeneration and add drop purposes only having regard to space and power availability)Licensee will have access to 1-15 amp A.C. Circuit/Rack) Underlying Rights Requirements and any restrictions imposed by or rights of third parties in connection with such sites. Licensee acknowledges that as the locations of the Rohl POP Sites are, inter alia, determined by Rohl's own requirements, the location of the Rohl POP Sites may change from time to time during the Term, and that Rohl and others may also use and have access to the Rohl POP Sites. Licensee shall pay Rohl the sum of $500 per month for the aforesaid rack space and supply of electrical power to it.

Exhibit G, Access Procedures, paragraph 2:

When a PCC technician enters a Rohl Geomatics POP/CO Site, the following steps must be performed prior to opening the site equipment shelter door. The technician must:

2.1. Call Rohl Geomatics's Operations Center at 1-877-819-8834 to talk to a Network Operations Technician in the Network Operations Center (NOC).

2.2 Provide his full name, company he is employed by and his reason for entering the site.

Once the NOC Network Operations Technician has given the okay to the PCC technician then he may open the site door and proceed with his work.

Note: If these steps are not followed, Police will be dispatched to the site.