

Osler, Hoskin & Harcourt LLP  
Box 50, 1 First Canadian Place  
Toronto, Ontario, Canada M5X 1B8  
416.362.2111 MAIN  
416.862.6666 FACSIMILE

OSLER

Toronto

November 19, 2020

Patrick G. Welsh  
Direct Dial: 416.862.5951  
[PWelsh@osler.com](mailto:PWelsh@osler.com)  
Our Matter Number: 1184765

Montréal

Calgary

**Sent By Electronic Mail and Filed Electronically on RESS**

Ottawa

Christine Long  
Board Secretary and Registrar  
Ontario Energy Board  
27th Floor, 2300 Yonge Street  
Toronto, Ontario M4P 1E4

Vancouver

New York

Dear Ms. Long:

**EB-2020-0219 - Imperial Oil Limited Waterdown to Finch Replacement Project -  
Motion to Review and Vary**

**Re: Aird & Berlis Letter re Abell Evidence dated November 19, 2020**

We are counsel to Imperial Oil Limited (“**Imperial**”) in the above noted matter. Imperial is in receipt of the letter from counsel to Abell Properties dated November 19, 2020, wherein counsel for Abell Properties requested the removal of certain information included in Appendix 1 of Imperial’s Interrogatory Responses dated November 16, 2020.

In order to reach a speedy resolution of this matter, Imperial hereby files a redacted version of its Interrogatory Responses (starting at page 47 of the PDF) and requests that the Board remove from the webdrawer Imperial’s Interrogatory Responses as originally filed. Imperial will file a revised, unredacted version of Appendix 1 in short order.

Please do not hesitate to contact the undersigned if you have any questions.

Sincerely,



Patrick Welsh

c: Zahra Allidina, Imperial Oil Limited  
Richard King, Osler, Hoskin & Harcourt LLP



Waterdown to Finch General Inquiries  
questions@imperialon.ca  
416.586.1915

**Sent by Electronic Mail and Filed Electronically on RESS**

November 16, 2020

Christine Long  
Board Secretary and Registrar  
Ontario Energy Board  
27<sup>th</sup> Floor, 2300 Yonge Street  
Toronto, Ontario M4P 1E4

**Re: EB-2020-0219- Imperial Oil Limited Waterdown to Finch Replacement Project  
Motion to Review and Vary**

Pursuant to Procedural Order No. 3 dated October 16, 2020 in the above noted proceeding, Imperial Oil Limited hereby submits responses to interrogatories from Abell Properties, the City of Toronto, and Ontario Energy Board staff.

Should you have any questions, please do not hesitate to contact me.

Regards,

A handwritten signature in black ink, appearing to read "Jessie Malone". The signature is fluid and cursive.

Jessie Malone  
Environmental and Regulatory Lead

cc: Zahra Allidina, Imperial Oil Limited  
Patrick Welsh, Osler, Hoskin & Harcourt LLP  
Zora Crnojacki, OEB  
Michael Millar, OEB  
All parties registered in EB-2020-0219

# Waterdown to Finch Project

EB-2020-0219

Imperial Oil Response to OEB's Interrogatories



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November 2020

# Waterdown to Finch Project

EB-2020-0219

Imperial Oil Response to OEB's Interrogatories

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## **ACRONYMS AND ABBREVIATIONS**

CSA Z662	Canadian Standards Association's Oil and Gas Pipeline Systems Code
ERP	Emergency Response Plan
HDD	Horizontal directional drilling
HONI	Hydro One Networks Inc.
Imperial	Imperial Oil Limited
KP	Kilometer Posting
MTO	Ministry of Transportation
MLV	Mainline valve
OEB	Ontario Energy Board
ROW	Right-of-way
SAR	Species at Risk
SPPL	Sarnia Products Pipeline
TRCA	Toronto and Region Conservation Authority
TSSA	Technical Standards and Safety Authority
TWS	Temporary workspace

## 1. OEB-1

Ref: Imperial Oil, Additional Evidence, Motion to Review and Vary Decision, EB-2020-0219, September 18, 2020, Need and Alternatives

### *Preamble:*

Imperial Oil stated that the realignment of the OEB-approved Route is needed to comply with the request of the Ministry of Transportation (MTO) to move the pipeline outside of its right of way to allow future highway expansion, as well as the requirement of Hydro One Networks Inc. (HONI) to accommodate future expansion of a substation. Imperial Oil considered two alternatives to the proposed realignment: i) the OEB approved Route within the MTO lands, which was rejected as no longer feasible due to routing constraints ii) a route located on the east side of Hwy 401, which was rejected because it results in increased impacts on residential landowners. The proposed realignment, located on the west side of the HONI substation, results in less impact on residential landowners and avoids the MTO's and HONI's constraints.

### *Questions:*

a) Please show the location of the rejected alternative route on the east side of Hwy 401 and location of HONI's substation using the photo map attached to the Notice of Motion and PO No. 1.

Figure OEB-1 shows the location of the alternative route alignments that were assessed and the location of the HONI substation.

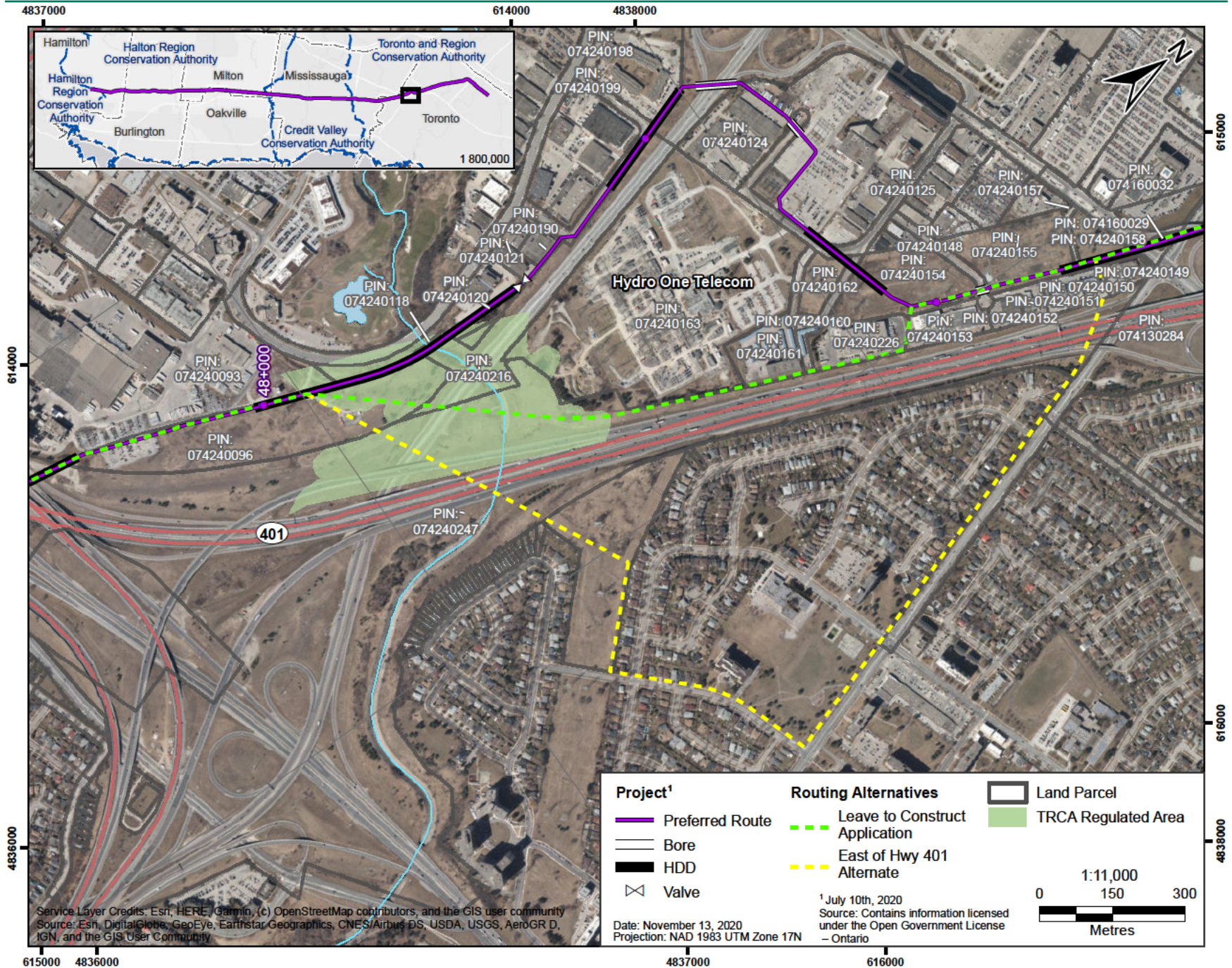
b) Please provide an update of Imperial Oil's construction schedule for the proposed Route Realignment. Include in the schedule the start, duration and completion of main construction and restoration activities associated with this segment of the Project.

The current expected start for the route realignment section is late spring 2021 with completion by year end 2021. Duration to complete this specific area can range between 3 to 6 months, including site restoration. Note that some vegetation reseeding may occur in the spring immediately following construction.

c) Please provide an updated construction schedule for the entire Project. Explain the impact of the proposed Route Realignment on the overall Project schedule for the Project.

Construction of the overall Project is anticipated to begin in December 2020 and be complete by early 2022. The planned route realignment falls within the current schedule; approval of this realignment allows the project to be completed within expected timelines.





### OEB-1: Highway 401/Highway 27 Crossing Realignment

## 2. OEB-2

Ref: Imperial Oil, Additional Evidence, Motion to Review and Vary Decision, EB-2020-0219, September 18, 2020, Environmental Matters

### *Preamble:*

Imperial Oil completed additional surveys of the route realignment area, including easement and temporary workspace on June 4, 2020. These surveys included tree inventory, wildlife habitat, vegetation, aquatic features and ecological land classification. The survey results did not identify any new potential environmental impacts except the need for removal of 28 additional trees, which have been included in the Arborist Report and Tree Removal Plan submitted to the City of Toronto.

Regarding archaeological potential, portions of the route realignment will require Stage 2 Archeological Assessment (Stage 2 AA). Imperial Oil stated that Stage 2 AA of the 1.71 hectares of land with the archaeological potential is planned to be completed in September/October 2020.

### *Questions:*

a) Please provide any updates on the process of review of the Arborist Report and Tree Removal Plan submitted to the City of Toronto.

The Arborist Report and Tree Removal Plan was originally submitted to the City of Toronto on March 10, 2020 and reflected the route realignment. The report was reviewed by City staff from the following departments: Urban Forestry, Tree Protection & Plan Review and Ravine and Natural Feature Protection and a final revised version was submitted on November 6, 2020. It has been accepted by all departments.

b) What is the status of Stage 2 AA planned to be conducted and completed in September/October 2020?

The test pitting portion of the Stage 2 AA was completed as anticipated in September/October 2020. Further Stage 2 AA using mechanical methodology is required on 0.02 hectares of land due to deep fill in the area and is planned to be conducted and completed in November/December of 2020.

### 3. OEB-3

Ref: Imperial Oil, Additional Evidence, Motion to Review and Vary Decision, EB-2020-0219, September 18, 2020, Land Related Matters

#### *Preamble:*

The Route Realignment affects directly 23 parcels of land and 16 landowners including: i) private landowners and businesses ii) HONI iii) the City of Toronto, iv) Ministry of Transportation. According to Imperial Oil's evidence all of these landowners were notified about the proposed change of the OEB-approved Route.

#### *Questions:*

a) For each of the 16 landowners listed in the table on page 3 of the Additional Evidence filed on September 18, 2020 please provide in a tabular format:

- i) an updated chronology of the communication regarding the Route Realignment

An updated record of communication is located in Appendix 1.

- ii) description of communication including the issues and concerns raised by each of the landowners directly impacted by the Route Realignment and how will Imperial Oil address the issues and concerns

To date, the landowners newly affected by this realignment have raised the following concerns outlined in Table OEB-3 below. Mitigation measures to address the concerns are also provided below. Imperial is continuing to work with the affected landowners to address their respective concerns.

**Table OEB-3: Landowner Concerns and Mitigations**

Concern	Concern Description	Mitigation Description	Landowners Affected
Future development	Certain landowners have expressed concern about routing of the pipeline easement that may impact future development plans on their respective parcels.	Imperial has worked with landowners and realigned the pipeline easement along the property lines of these parcels to address future development concerns. In many cases, Imperial's proposed pipeline is adjacent to existing pipelines owned by other parties.	WTFN4076, WTFN4077 WTFN4085, WTFN4082 WTFN4117
Compensation	Certain landowners have expressed that additional compensation may be required to come to an agreement or may seek their own appraisal to compare to Imperial's evaluations.	Imperial has agreed to cover the costs for landowners to obtain a second appraisal for comparison to align on fair market compensation.	WTFN4076, WTFN4077 WTFN4117, WTFN4119, WTFN4082

<b>Concern</b>	<b>Concern Description</b>	<b>Mitigation Description</b>	<b>Landowners Affected</b>
Impact to tenants	Certain landowners have expressed concern about the pipeline easement and TWS affecting leased areas and existing agreement utilized by their tenants or lease holders and potential impacts to their operations.	Imperial has met and offered to meet with tenants to ensure access restrictions to their leased areas are minimized and understand any additional concerns they may have. Imperial will work with tenants as construction commences to notify them of any access restrictions, to minimize impacts to the tenants' schedule and operations and where possible to adjust the construction schedule to limit the impacts.	WTFN4076, WTFN4077 WTFN4082, WTFN4085, WTFN4089
Construction duration	Certain landowners have expressed concern with the duration of construction occurring on their parcels.	Imperial has outlined construction requirements and schedules for each parcel affected by the realignment. Imperial is committed to completing the work as quickly and safely as possible.	WTFN4082, WTFN4085, WTFN4089
Damages	Certain landowners have expressed concern about effects on existing infrastructure on their parcels such as repaving, fencing, landscaping, and trees.	Imperial is working with the respective landowners and tenants to obtain costs for potential construction damages and has committed to reimburse landowners for additional damages such as repaving, landscaping, trees, fencing and other potential damages that may arise as a result of Imperial's work.	WTFN4082 WTFN4085 WTFN4072 WTFN4089 WTFN4117, WTFN4119
Valve	Certain landowners have expressed concerns about valve location for aesthetics, safety and liability.	Imperial has committed to working with landowners to ensure the valve site is designed in a manner to be acceptable to address aesthetic and safety concerns. Imperial has language within the OEB approved agreements to address the landowner's liability concerns. Imperial has relocated the valve off of the parcel with the concern and will continue to work with landowners to minimize impacts and to mitigate any additional concerns that arise.	WTFN4077

<b>Concern</b>	<b>Concern Description</b>	<b>Mitigation Description</b>	<b>Landowners Affected</b>
Easement Placement	HONI expressed concerns related to a gap between the proposed permanent easement and the eastern property boundary for their corridor lands.	Imperial explained that the reason for the gap is an underground powerline between the edge of the property and Imperial's proposed alignment. The Project maintains a 3m offset when paralleling foreign lines. No further concerns were expressed by HONI.	WTFN4118

## 4. OEB-4

Ref: Imperial Oil, Additional Evidence, Motion to Review and Vary Decision, EB-2020-0219, September 18, 2020, New Easement Requirements

### *Preamble:*

Imperial Oil included on pages 5 and 6 of the Additional Evidence filed on September 18, 2020, a table with information on each parcel of land and landowner affected by the proposed Route Realignment including type of agreement needed, permanent easement area, temporary workspace and road occupations area. Imperial Oil stated that negotiations with the landowners are in progress and will be continuing.

### *Question:*

a) Please expand the table referenced above by adding a column to describe the status of negotiations, immediate next steps and anticipated timeline of acquiring each of the required agreements and permits.

Table OEB-4 below includes the status of landowner negotiations, immediate next steps and timeline for acquisition of required permits and agreements.

**Table OEB-4: Affected Landowners and Agreement Status**

PIN	Parcel ID	Landowner	Type of Agreement	Permanent Easement Area (Acres)	Temporary Workspace and Road Occupations Area (Acres)	Status of Negotiations	Immediate Next Steps	Anticipated Timeline of Acquisition
074240247	WTFN4054	MINISTRY OF TRANSPORTATION	No longer affected	n/a	n/a	n/a	n/a	n/a
074240190	WTFN4077	1112308 ONTARIO INC.	Grant of Easement and Temporary Workspace	0.06	0.10	In Negotiations	Continue working with the landowner regards TWS and Grant of Easement comments	January 2021
074240195	WTFN4082	1350739 ONTARIO LIMITED REBECCA'S GIFT HOLDINGS LIMITED BLACK, JOSEPH-ESTATE	Grant of Easement and Temporary Workspace	0.07	0.35	In Negotiations	Continue working with the landowner regards TWS and Grant of Easement comments	December 2020
074240121	WTFN4076	2394561 ONTARIO INC.	Grant of Easement and Temporary Workspace	0.03	0.17	In Negotiations	Continue working with the landowner regards TWS and Grant of Easement comments	January 2021
074240124	WTFN4085	71-91 KELFIELD STREET INC.	Grant of Easement and Temporary Workspace	0.11	0.59	In Negotiations	Continue working with the landowner regards TWS and Grant of Easement comments	December 2020
074240120	WTFN4072	APOSTOLIC CATHOLIC ASSYRIAN CHURCH OF THE EAST	Grant of Easement and Temporary Workspace	0.29	0.14	In Negotiations	Continue working with the landowner regards TWS and Grant of Easement comments	November 2020

<b>PIN</b>	<b>Parcel ID</b>	<b>Landowner</b>	<b>Type of Agreement</b>	<b>Permanent Easement Area (Acres)</b>	<b>Temporary Workspace and Road Occupations Area (Acres)</b>	<b>Status of Negotiations</b>	<b>Immediate Next Steps</b>	<b>Anticipated Timeline of Acquisition</b>
074240216	WTFN4074	CITY OF TORONTO	Road Crossing Agreement	n/a	0.69	In Negotiations	Continuing working with the City on technical comments from Engineering Services and reviewing road crossing agreement with City Legal.	January 2021
074240199	WTFN4078	CITY OF TORONTO	Road Crossing Agreement	n/a	1.07	In Negotiations	Continuing working with the City on technical comments from Engineering Services and reviewing road crossing agreement with City Legal.	January 2021
074160031	WTFN4083	CITY OF TORONTO	Road Crossing Agreement	n/a	0.69	In Negotiations	Continuing working with the City on technical comments from Engineering Services and reviewing road crossing agreement with City Legal.	January 2021
074240163	WTFN4084	HYDRO ONE NETWORKS INC./ INFRASTRUCTURE ONTARIO	No longer affected	n/a	n/a	n/a	n/a	n/a



PIN	Parcel ID	Landowner	Type of Agreement	Permanent Easement Area (Acres)	Temporary Workspace and Road Occupations Area (Acres)	Status of Negotiations	Immediate Next Steps	Anticipated Timeline of Acquisition
074240125	WTFN4086	CITY OF TORONTO	Road Crossing Agreement	n/a	n/a	In Negotiations	Continuing working with the City on technical comments from Engineering Services and reviewing road crossing agreement with City Legal.	January 2021
074240161	WTFN4087	COWIE CAPITAL PARTNERS INC.	No longer affected	n/a	n/a	n/a	n/a	n/a
074240160	WTFN4089	COWIE CAPITAL PARTNERS INC.	Grant of Easement	0.02	n/a	In Negotiations	Deposit reference plan on title to update Grant of Easement Schedule for landowner to execute agreements	December 2020
074240226	WTFN4090	BURNAC CORPORATION	No longer affected	n/a	n/a	n/a	n/a	n/a
074240153	WTFN4092	401 AND DIXON PROPERTIES INC.	No longer affected	n/a	n/a	n/a	n/a	n/a
074240096	WTFN4071	HYDRO ONE NETWORKS INC./ INFRASTRUCTURE ONTARIO	Permanent Easement and Temporary Use and Access agreement	0.49	5.45	In Negotiations	Awaiting technical comments from HONI stakeholders and progressing agreements accordingly	April 2021
074240162	WTFN4088	HYDRO ONE NETWORKS INC./ INFRASTRUCTURE ONTARIO	Permanent Easement	0.01	n/a	In Negotiations	Awaiting technical comments from HONI stakeholders and progressing agreements accordingly	December 2020

<b>PIN</b>	<b>Parcel ID</b>	<b>Landowner</b>	<b>Type of Agreement</b>	<b>Permanent Easement Area (Acres)</b>	<b>Temporary Workspace and Road Occupations Area (Acres)</b>	<b>Status of Negotiations</b>	<b>Immediate Next Steps</b>	<b>Anticipated Timeline of Acquisition</b>
074240154	WTFN4091	HYDRO ONE NETWORKS INC./ INFRASTRUCTURE ONTARIO	Permanent Easement and Temporary Use and Access agreement	0.21	3.41	In Negotiations	Awaiting technical comments from HONI stakeholders and progressing agreements accordingly	April 2021
074240151	WTFN4094	878617 ONTARIO LTD.	No longer affected	n/a	n/a	n/a	n/a	n/a
074240123	WTFN4118	HYDRO ONE NETWORKS INC./ INFRASTRUCTURE ONTARIO	Permanent Easement and Temporary Use and Access agreement	0.15	0.85	In Negotiations	Awaiting technical comments from HONI stakeholders and progressing agreements accordingly	April 2021
074240134	WTFN4117	KSD ENTERPRISES LTD.	Grant of Easement and Temporary Workspace	0.07	1.08	In Negotiations	Continue working with the landowner regards TWS and Grant of Easement comments	January 2021
074240133	WTFN4119	KSD ENTERPRISES LTD.	Temporary Workspace	n/a	0.16	In Negotiations	Continue working with the landowner regards TWS and Grant of Easement comments	January 2021
074240152	WTFN5533	565991 ONTARIO LIMITED	No longer affected	n/a	n/a	n/a	n/a	n/a

## 5. OEB-5

Ref: Evidence by 1112308 Ontario Inc. and 2394561 Ontario Inc. (Abell Properties), dated October 29, 2020, Overview of Evidence, pages 1- 2

### *Preamble:*

Abell Properties raises the issue of “unique safety risks...associated with additional pipeline infrastructure...” on its property. Abell Properties indicates that specialized fire safety plans and emergency response plans need to be in place because of the storage, processing and chemical management activities on the properties by its tenant, Gardex Chemicals Ltd. Abell Properties' evidence notes that the fire safety plans are to be completed in accordance with provincial and national requirements and standards.

### *Questions:*

a) Has Imperial Oil encountered similar hazardous materials safety matters on properties within its pipelines right-of-way elsewhere? If so, please describe how the specialized fire safety plans and hazardous materials risks have been managed in those cases.

The existing operational emergency response plan allows for response to multiple scenarios, including a fire.

Imperial's Specific Contingency Plan: Pipeline Fire document, located in Appendix 2 of *Imperial's Response to Information Requests (August 2019)*, outlines the actions that would be taken in the event of a pipeline fire. Fire drills are conducted with local personnel on an annual basis to maintain readiness.

The pipeline is designed and will be installed in accordance with the applicable regulatory code which includes a minimum depth of cover of 1.2 m to protect the line.

b) Please provide an overview of communication between Imperial Oil and Abell Properties on this matter, including the prospect of resolving the issue.

The landowner has requested the valve be relocated off their property which Imperial has accommodated. Since July, Imperial has requested additional information from the landowner to understand if there are additional concerns and has made requests to meet with the landowner and their tenants to determine appropriate mitigations, discuss the agreements, construction process and any potential questions. Further details of communication are shown in Appendix 1.

c) Please describe if Imperial Oil's communication with Abell Properties included discussions of conditions that Abell Properties would like Imperial Oil to implement. If negotiations on conditions and accommodations have taken place, what is the status of the negotiations? What are the prospects of the parties reaching an agreement?

Imperial provided the OEB approved Temporary Workspace and Grant of Easement agreements to the landowner in April 2020. The landowner suggested Imperial proceed with a Section 30 agreement which Imperial agreed to; the landowner later declined. High level comments have recently been received on the Temporary Workspace and Grant of Easement agreements from the landowner's Counsel to which Imperial has responded. Imperial has relocated the valve off the landowner's property to address their request and is looking forward to proceeding with an amicable agreement with the landowner. Imperial requested comments from the landowner or the landowner's Counsel on the agreements in April 2020 and is awaiting a response.

## 6. CITY OF TORONTO – 1

Reference: Imperial Oil Limited ("Imperial") Evidence, Motion to Review and Vary, 2020-09-18 ("Imperial Evidence"), pages 2-3 of PDF

### *Preamble:*

Imperial indicates the following:

The Realignment has been designed to comply with the MTO request, as well as the requirement of Hydro One Networks Inc. ("HONI") that any proposed rerouting not impact an existing substation, as such lands need to remain unencumbered for future expansion. As a result of the HONI and MTO constraints, there are three routing options in the affected area:

1. The original proposed routing within the MTO lands. This route has been rejected by MTO because it would not allow for future expansions of Highway 401. Imperial has determined that this route is therefore not feasible.
2. A revised route located on the east side of highway 401. This route would result in increased impacts to residential neighborhoods. Imperial has determined that this route is therefore not feasible.
3. The Realignment route sought in this motion, located on the west side of the HONI substation. Imperial has determined that this route minimizes impacts to residential landowners, while being compliant with the requirements of HONI and MTO.

### *Question:*

Please:

a. provide any reports, studies, or other documents considering these or other route options for the Realignment;

Figure OEB-1 shows the alternative route alignments that were assessed. As outlined in Imperial's September 18, 2020 evidence submission, the realignment route sought in this motion is the only feasible alternative.

b. provide a high-resolution map of the "revised route located on the east side of highway 401";

Figure OEB-1 shows the alternative route alignments. The route located on the east side of highway 401 is shown as a yellow dashed line.

c. provide complete correspondence, meeting minutes, and other records regarding routing discussions with MTO and HONI, and;

Refer to response in OEB-3 above and correspondence in Appendix 1.

d. advise if there is other existing or planned buried infrastructure within the original proposed routing within the MTO lands. If so, please describe this infrastructure, and advise if it is Imperial's view that existing infrastructure already constrains future expansions of Highway 401.

Imperial is not in a position to comment on existing infrastructure and potential constraints to future expansions of Highway 401.

## 7. CITY OF TORONTO – 2

Reference: Imperial Evidence, page 2 of PDF

### *Preamble:*

Imperial indicates that its Realignment will require a revised watercourse crossing location at Mimico Creek.

### *Question:*

Please provide Imperial's watercourse crossing plans, procedures, and specifications for the revised Mimico Creek Crossing. If they have not yet been prepared, please indicate this, advise when they will be prepared, and confirm that Imperial will provide them to the City of Toronto ("Toronto") on that date.

Construction of the pipeline crossing Mimico Creek will be completed using horizontal directional drilling (HDD) technology. A sketch and profile of the proposed pipeline crossing at Mimico Creek, which identified the depth of the pipeline under the creek and the horizontal separation between the pipeline and the two adjacent bridges, was provided at the request of City staff after a meeting on October 1, 2020. Crossing drawings were provided to the City of Toronto on October 16, 2020, which included the pipeline proximity to buried City infrastructure and Mimico Creek. Refer to Appendix 1 for record of communication with the City of Toronto.

## 8. CITY OF TORONTO – 3

### *Question:*

Will the Realignment require any additional watercourse or wetland crossings?

No, the realignment will not require any additional watercourse or wetland crossings.

## 9. CITY OF TORONTO – 4

Reference: Imperial Evidence, page 2 of PDF

### *Preamble:*

Imperial references "supplemental field studies...completed specific to the revised proposed disturbance footprint", as well as "[a]dditional surveys", including "tree inventory, wildlife habitat, vegetation, aquatic features and ecological land classification".

### *Question:*

Please provide these studies, as well as all environmental surveys and reports completed for the realignment.

Ecological investigations associated with this realignment were undertaken on June 4, 2020 to assess vegetation communities, document potential occurrences of significant wildlife habitats, and note any aquatic features. In addition, arborist surveys were completed along the realignment; the results of those surveys are described within the "*Waterdown to Finch Project - Arborist Report and Tree Preservation Plan, City of Toronto, ON*" (Savanta, 2020). The latest revision of this report was provided to the City of Toronto on November 6, 2020.

The environmental survey consisted of an area search through the entirety of the route realignment, with priority placed on the more naturalized areas. The survey consisted of:

- Spring/summer vegetation inventory, with a focus on species at risk;
- Ecological Land Classification mapping (Ecological Land Classification for Southern Ontario; Lee et al. 1998);
- Incidental wildlife, species at risk and species at risk habitat observations; and,
- Aquatic features were documented as encountered.

Given the location of the realignment within a heavily urbanized and disturbed environment, targeted wildlife surveys were not conducted.

### *Ecological Land Classification Results*

The area consists primarily of cultural vegetation communities (meadows/thickets), associated with roadside vegetation communities. At the northern end of the Highway 27 alignment, restoration plantings of a variety of shrub and tree species have occurred. Other portions of the route occur within predominantly developed areas where vegetation coverage is minimal to non-existent. At the eastern extent, the realignment enters a Phragmites meadow marsh wetland community which also overlaps with the original pipeline alignment. ELC mapping of the Subject Lands is shown in Appendix 2, Figure Toronto-4.

### *Vegetation Inventory results*

Botanical inventories completed on the Subject Lands identified a total of 79 species of vascular plants. Of the 79 species observed, 34 (43%) are native and 40 are exotic. A full species list is included in Appendix 2, Table Toronto-4.

The majority of the native species (88%) are ranked S5 (secure in Ontario), while two species (6%) are ranked S4 (apparently secure in Ontario; NHIC 2020). Two S2 species were identified, Honey Locust (*Gleditsia triacanthos*) and Kentucky Coffee-Tree (*Gymnocladus dioica*). Kentucky Coffee-Tree is also listed as Threatened on the Species at Risk in Ontario List. These S2 species are not native to the area

and occurred as landscape plantings; as a result, they are not considered for protection. No Species at Risk plants were observed.

### Wildlife Habitat results

Wildlife habitat was assessed and determined to be minimal along the realignment given the urban nature of the route. No new candidate significant wildlife habitats were identified along the realigned route; an extension of a Phragmites meadow marsh wetland community was identified at the eastern extent of the realignment which would also be considered candidate amphibian breeding habitat.

Outside of the wetland community, wildlife habitat is predominantly narrow grassed areas with few mid-aged to mature trees with limited wildlife habitat potential. Incidental observations during the surveys included:

- Red-winged Blackbird (*Agelaius phoeniceus*) – observed along drainage ditches containing cattails and in the wetland at the eastern extent;
- American Goldfinch (*Spinus tristis*) – observed within a restoration area near the northern end of the realignment along Highway 27;
- Killdeer (*Charadrius vociferus*) – adult and fledglings observed within the Phragmites meadow marsh wetland community;
- Cliff Swallow (*Petrochelidon pyrrhonota*) – foraging over the Phragmites meadow marsh wetland community;
- Cabbage White butterfly (*Pieris rapae*) – observed within a restoration area near the northern end of the realignment along Highway 27; and,
- Common Milkweed (*Asclepias syriaca*) – observed in several patches, ranging from 6-41 stems within the meadow communities along Highway 27; Milkweed may provide breeding habitat for Monarch (*Danaus plexippus*), however none were observed during the surveys.

### Aquatic Features results

The revised crossing location of Mimico Creek was reviewed during this survey. At the proposed pipeline crossing, Mimico Creek is a more naturalized feature, consisting of shrub and meadow communities growing on top of the gabion baskets that are present for shoreline stabilization through this reach. Downstream of the crossing, an overflow weir is present maintaining a wider wetted width at the crossing, prior to entering a concrete channel, with no riparian vegetation present.



## 10. CITY OF TORONTO – 5

Reference: Imperial Evidence, page 4-5 of PDF

### *Preamble:*

Imperial describes a series of sketches it has prepared of portions of the Realignment.

### *Question:*

Please provide complete alignment drawings for the Realignment. If these are not available, please provide the most detailed available drawings, plans, and/or sketches, and confirm that Imperial will provide the complete alignment drawings to Toronto as soon as they are available.

Refer to response in OEB-3 above and correspondence in Appendix 1. The requested drawings were provided on September 14 and October 16 to ROW Management and Engineering Services City staff.

## 11. CITY OF TORONTO – 6

Reference: Imperial Evidence, Motion to Review and Vary, pages 4-5 of PDF

### *Preamble:*

Imperial identifies "concerns regarding sight lines and the weight of equipment that may be used to cross roads". Imperial advises that it will address these concerns in its "Traffic Accommodation Strategy/Plans".

### *Question:*

Please:

a. itemize the equipment that will be used to construct the Realignment, and its weight;

*Imperial's Response to Information Requests (August 2019)* (Table 3-1 and Appendix 1 of that document) outline the largest and heaviest vehicles and equipment that are to be used for construction in the realignment area; other smaller or lighter vehicles and equipment may also be used.

b. explain how Imperial will resolve sight line and equipment weight concerns, and

Imperial's Traffic Accommodation Plan, provided to the City of Toronto upon request on November 4, 2020, addresses sight lines and equipment weight concerns.

c. provide Imperial's Traffic Accommodation Strategy/Plans. If they have not yet been prepared, please indicate this, advise when they will be prepared, and confirm that Imperial will provide them to the City on that date.

Imperial's Traffic Accommodation Plan was provided to the City of Toronto upon request on November 4, 2020.

## 12. CITY OF TORONTO – 7

### *Question:*

Please describe:

a. the work Imperial has done to determine if its Realignment will conflict with any existing underground infrastructure and/or future infrastructure projects;

City of Toronto underground water facilities are located in proximity to the realignment. Updated technical sanitary, water and storm crossing drawings, including crossing drawings related to the realignment were submitted to the Engineering Services staff on October 16, 2020. Engineering Services provided comments to the October 16 submission on November 6 and Imperial is reviewing comments at this time.

The City's Infrastructure Coordination Unit hosted a meeting with Imperial and City staff on August 6, 2020 to identify and resolve any conflicts between the City's planned projects and the Waterdown to Finch Project. The route realignment was discussed at this time and, due to the nature of the directional drill under City roads, no concerns or conflicts were identified.

b. whether there are any such conflicts;

Imperial has been working closely with the City on technical reviews and is currently reviewing technical comments that were received from the City on November 6, 2020. Imperial will continue to work closely with Engineering Services to resolve any potential conflicts.

c. if so, the nature of the conflicts, and;

Refer to b above.

d. if so, how Imperial plans to mitigate the conflicts.

Refer to b above.

### 13. CITY OF TORONTO – 8

Reference: Imperial Evidence, page 10 of PDF

#### *Preamble:*

Imperial provides a map identifying "additional TWS", including or in the vicinity of Toronto's Stoffel Allotment Garden.

#### *Question:*

Please:

a. confirm that "additional TWS" means additional temporary workspace Imperial now wishes to use for its Project;

Imperial's use of the workspace in proximity to the Stoffel Garden has not changed as a result of this realignment and remains consistent with the February 2019 Leave to Construct application. The scope of this realignment does not include additional temporary workspace at the Stoffel Allotment Garden.

b. provide a high-resolution map identifying the location of Toronto's Stoffel Allotment Garden and its parking area ("Stoffel"), relative to the temporary workspace Imperial is seeking, including any access routes to the workspace;

As above, this workspace is not within the scope of the route realignment.

c. confirm whether the pipeline route at or adjacent to the Stoffel is the same route as approved in Imperial's Leave to Construct Application;

Yes, the route and associated workspace adjacent to the Stoffel Gardens is the same route as approved in Imperial's Leave to Construct Application.

d. if so, confirm why Imperial needs additional temporary workspace adjacent to a portion of the already-approved pipeline route;

The workspace in this area was included in Imperial's original proposal and is not within the scope of this route realignment.

e. confirm which portions of the July 2019 temporary workspace indicated on the map Imperial has acquired or obtained rights for;

As above, this workspace is not within the scope of the route realignment.

f. advise if Imperial still requires the July 2019 temporary workspace indicated on the map;

As above, this workspace is not within the scope of the route realignment.

g. provide Imperial's proposed construction schedule for the Realignment and/or additional temporary workspace at and adjacent to Stoffel, and;

As above, this workspace is not within the scope of the route realignment.

h. advise how Imperial will mitigate impacts from the additional temporary workspace on Stoffel, including how it will coordinate construction activities with the growing season and maintain parking access for the public to Stoffel.

As above, this workspace is not within the scope of the route realignment.

## 14. CITY OF TORONTO – 9

Reference: 1112308 Ontario Inc. and 2394561 Ontario Inc., Overview of Evidence

### *Preamble:*

1112308 Ontario Inc. and 2394561 Ontario Inc. (collectively, "Abell")'s evidence is that its premises adjacent to the Realignment store various toxic pesticides. It relies on Toronto's fire department as the "normal first line of response to all emergencies". Firefighting water contaminated with pesticide residue may escape the property in an emergency. At full release of water and chemicals, the sprinkler system can only be operated for 14 minutes before Abell's containment system is breached.

### *Question:*

Please:

a. confirm whether Imperial was aware of the these fire safety and environmental risks when it selected the Realignment route;

The proposed Realignment route is adjacent to two existing operating pipelines in the same right of way. Additionally, Imperial's existing pipeline is located in parallel to this alignment, on the opposite side of Highway 27. Imperial's Emergency Response Plan ("ERP") allows for response to a variety of scenarios, including the risk of fire.

b. provide Imperial's assessment of the effect of its Realignment on these fire safety and environmental risks, including the extent to which it will aggravate them, whether and how they can be mitigated, any steps Imperial will take to mitigate them, and whether a further realignment is necessary or prudent given the concerns Abell has raised;

Imperial's existing pipeline is located in parallel to this alignment, on the opposite side of Highway 27. Imperial's ERP allows for response to a variety of scenarios, including the risk of fire in this area. Given the above and the fact that the proposed pipeline will be located a minimum of 1.2 metres below ground, no further realignment is necessary. Imperial's ERP will account for the route realignment.

c. confirm how Imperial's spill and emergency plans will specifically (rather than generically) account for these fire safety and environmental risks, and;

Imperial's Specific Contingency Plan: Pipeline Fire document, located in Appendix 2 of *Imperial's Response to Information Requests (August 2019)*, outlines the actions that would be taken in the event of a pipeline fire. Fire drills are conducted with local personnel on an annual basis to maintain readiness. The emergency response team in Ontario is highly trained, appropriately resourced and ready to respond quickly in the unlikely event of a pipeline emergency.

d. provide those spill and emergency plans as they pertain to the Realignment. If they have not yet been prepared, please indicate this, advise when they will be prepared, and confirm that Imperial will provide them to Toronto on that date.

Imperial's Operational ERP was included in Appendix 4 of *Imperial's Response to Information Requests (August 2019)*. Imperial's Construction Spill Prevention and Response Plan was provided to the City of Toronto upon request on November 4, 2020.

## 15. CITY OF TORONTO – 10

### *Preamble:*

Google Satellite indicates two industrial facilities next to the Realignment route. The first facility is visible as two white tanks at the bottom left of Figure 1. The second facility is at the centre of Figure 1, and is approximately halfway between Galaxy Boulevard and Highway 27.

### *Question:*

Please:

e. confirm the nature of these two facilities;

The first facility, described as “two white tanks”, is infrastructure associated with the industrial operations on the parcel adjacent to the proposed pipeline.

The second facility is an existing above ground valve site with multiple valves, operated between different pipeline owners.

f. advise if their proximity to the Realignment Route creates any risks;

The proximity of these facilities to the proposed realignment does not create any additional risks as the pipeline route was designed following the TSSA requirements and CSA Z662 code.

g. if so, itemize these risks and describe how imperial will manage them, and;

As outlined above, the proximity of these facilities to the proposed realignment does not create any additional risks.

h. advise whether the Realignment is an appropriate route in light of these risks.

The proposed route realignment is an appropriate route.

## 16. CITY OF TORONTO – 11

Reference: Imperial Evidence, page 6 of PDF

### *Preamble:*

Imperial advises of "concerns about valve location for aesthetics, safety and liability". It states that it "has committed to working with landowners to ensure the valve is designed in a manner to be acceptable to address aesthetic and safety concerns".

### *Question:*

Please:

i. confirm the location of this valve;

The valve was previously proposed on WTFN 4077 and has since been relocated to address the concerns expressed by the landowner. The location of the above ground valve has been relocated to an adjacent parcel.

j. describe the safety and liability concerns that have been raised with regard to the valve, and;

The valve has been relocated from the property where safety and liability concerns were raised. No concerns have been raised by the landowner at the new valve location. Imperial will work with the landowner should any concerns arise.

k. advise how Imperial will address these safety and liability concerns.

Imperial has relocated the valve such that it is located outside of the property in question.

## 17. CITY OF TORONTO – 12

### *Question:*

Please provide complete consultation logs for the Realignment.

Refer to response in OEB-3 above and correspondence in Appendix 1 listing all records of consultation that has occurred to-date with the City for the Realignment.



## 18. CITY OF TORONTO – 13

Reference: Imperial Evidence, Motion to Review and Vary, page 10 of PDF

### *Preamble:*

Imperial provides a map with yellow crosshatching at the bottom left.

### *Question:*

Please confirm what the yellow crosshatching indicates, e.g. TRCA-regulated land.

The yellow/light green cross hatching indicates TRCA regulated area. The same area is now shown in light green shading on Figure OEB-1.

## 19. ABELL – 1

Reference: Imperial Oil, EB-2020-0219, Need and Alternatives

### *Preamble:*

In the Notice of Hearing for EB-2020-2019, page 3 provides:

The proposed Route Realignment is a crossing realignment of the OEB-approved Route at Highway 401/Highway 27 in the City of Toronto. The need for the realignment is due to the Ministry of Transportation's request to move Imperial Oil's pipeline outside of the Ministry of Transportation's right of way to allow for future expansions of Highway 401. The proposed crossing of Highway 27 is approximately 800 meters north of the OEB approved Route. The length of the proposed Route Realignment is approximately 1,850 metres. The length of the OEB-approved Route alignment is approximately 1,370 metres. A map of the proposed Route Realignment is attached as Schedule "A" to this Notice of Hearing of a Motion and Procedural Order No. 1 (Notice and PO No.1).

The Route Realignment directly affects 23 parcels of land owned by 14 landowners. These include six new properties, owned by five different landowners (Newly Affected Landowners), which were not directly impacted by the OEB-approved Route.

### *Questions:*

a.) The route contained in Schedule "A" is non-direct, non-linear in nature and appears to be lengthier than required. What alternatives did Imperial Oil consider that would be shorter in length and would impact less property owners than the current proposed realignment as set out in Schedule "A"?

As outlined in Imperial's Motion to Vary evidence submission from September 18, 2020, Imperial considered the following 3 options. All three options are shown in Figure OEB-1 of this response.

1. The original proposed routing within the MTO lands. This route has been rejected by MTO because it would not allow for future expansions of Highway 401. Imperial therefore has determined that this route is not feasible.
2. A revised route located on the east side of Highway 401. This route would result in increased impacts to residential neighborhoods. Imperial has determined that this route is therefore not feasible.
3. The proposed Realignment route sought, is located on the west side of the HONI substation. Imperial has determined that this route minimizes impacts to residential neighbourhoods, while complying with the requirements of HONI and MTO.

b.) Having regard for the fire safety and related concerns of the Abell Properties, which alternative route(s) are possible that would not impact the existing use and existing tenants at the Abell Properties?

As above, the proposed Realignment route is the preferred routing option. The alternative options considered by Imperial are not feasible as described above. Imperial's existing ERP allows for response to variety of scenarios, including the risk of fire in this area.

c.) When establishing the alternative route, was Imperial Oil aware of the existing uses of the Abell Properties and in determining the proposed route, what consideration and accommodation was made for the existing uses at the Abell Properties?

The proposed Realignment route is adjacent to two existing operating pipelines in the same right of way. Additionally, Imperial's existing pipeline is located in parallel to this alignment, on the opposite side of Highway 27. Imperial's existing pipeline and other 3rd-party owned pipelines have been operating adjacent to these parcels for many years.

In addition, the pipeline will be located below ground with a minimum depth of cover of 1.2m to protect the pipeline.

d.) To the extent that Imperial Oil has consulted with local government fire safety officials in determining its route, please provide the timing and nature of the correspondence and whether the Abell Properties were discussed.

The proposed pipeline has been designed in compliance with TSSA requirements and CSA Z662 code, which specifies a minimum depth of cover requirements.

e.) Does Imperial Oil have experience with similar fire safety matters and if so, how has it dealt with such issues?

Imperial's Specific Contingency Plan: Pipeline Fire document, located in Appendix 2 of *Imperial's Response to Information Requests (August 2019)*, outlines the actions that would be taken in the event of a pipeline fire. Fire drills are conducted with local personnel on an annual basis to maintain readiness. The emergency response team in Ontario is highly trained, appropriately resourced and ready to respond quickly in the unlikely event of a pipeline emergency.

## 20. ABELL – 2

Confirmations re: Structure of Infrastructure on the Abell Properties

### *Preamble:*

Imperial Oil and its retained land agents have engaged in discussions with the Abell Property Owners regarding the construction of the proposed route.

### *Questions:*

a.) Can Imperial Oil confirm on the OEB record that no valve station or other above ground infrastructure will be placed or located on the Abell Properties?

Imperial confirms that no valve station or above ground infrastructure will be located on the Abell Properties.

b.) Can Imperial Oil confirm the location of valve stations and the proximity to the Abell Properties?

The valve station has been relocated outside of the Abell Properties to an adjacent property and is shown in Figure OEB-1.

## 21. ABELL – 3

### Specific Fire Safety and Risk Mitigation in Proximity to the Abell Properties

#### *Preamble:*

Abell Properties has filed the evidence in this matter with respect to specific fire safety risks due to the current existing uses by in place tenants at its properties.

#### *Questions:*

a.) Has Imperial Oil received written confirmation from local municipal fire safety staff that a controlled burn in proximity to its proposed infrastructure will not increase or create an elevated fire safety risk?

The proposed pipeline has been designed in compliance with TSSA requirements and CSA Z662 code.

b.) Having regard to the evidence and documentation provided by the Abell Properties, what mitigation approaches are Imperial Oil intending to integrate in the construction and design of its works?

Imperial has designed the pipeline with a minimum depth of cover of 1.2m.

c.) Has Imperial Oil conducted or commissioned any independent studies with respect to the risk of fire safety posed by the uses at the Abell Properties? Has a chemical fire event at the Abell Properties been modelled by a third-party consultant in relationship to the proposed pipeline location?

The proposed pipeline has been designed in compliance with TSSA requirements and CSA Z662 code, which considers the safety aspect of the pipeline's design.

d.) Has Imperial Oil considered or included a retaining wall or containment unit be constructed on the south east corner of the 151 Skyway Property as part of its project to mitigate the fire safety risks?

A retaining wall or containment unit is not planned to be installed in this area.

## 22. ABELL – 4

Access mitigation plans for impacts to tenants at the Abell Properties

### *Preamble:*

The Abell Properties have a number of in place tenants, including tenants that engage in shipping and receiving uses.

### *Questions:*

a.) Can Imperial Oil confirm that access will be maintained for all tenants at the Abell Properties during the course of its construction of the subject works?

Imperial has requested further information on tenant access usage in order to minimize and mitigate any access disruptions during construction.

b.) Can Imperial Oil confirm that shipping and receiving at the Abell Properties will not be disrupted during the course of its construction and that the tenants at the Abell Properties may use the full width of the driveway entrance during the course of construction.

Imperial has requested further information on tenant operations in order to minimize and mitigate any access disruptions during construction.

## 23. ABELL – 5

### General – Ongoing Operating Impacts

#### Questions:

a.) Can Imperial Oil describe the frequency of its inspection and maintenance activities where access to the Abell Properties will be required? Can Imperial Oil confirm that continuous access will be maintained for all tenants at the Abell properties during such activities?

During operation of the pipeline, Imperial will require access through Abell properties to its easement. This access for inspection and maintenance activities will not impact access by tenants at the Abell properties. If Imperial's maintenance activities will interrupt access at the Abell properties, Imperial will work with the landowners and tenants to determine a suitable mitigation.

b.) How does Imperial Oil ensure the integrity of the pipeline through inspection and preventative maintenance activities? Have these activities failed to detect a pipeline integrity issue that has catastrophically failed? If so, please describe.

Imperial has robust monitoring and maintenance programs to protect people and the environment through leak prevention and detection. These practices are in place for the current operating pipeline and will be applied to the new proposed pipeline. Imperial actively monitors the pipeline using non-disruptive technologies, including use of in-line inspection tools and conducting visual inspections to inform repairs as necessary. To further enhance safety and environmental protection, Imperial continues to identify and implement improvements to its assets and operating practices to reflect global industry learnings and the latest advancements in safety and detection technologies. Our safety, monitoring, and preventative maintenance measures include:

- A computerized leak detection system that continuously monitors pressure sensors and flow meter input along the line and performs material balance calculations to detect and locate fluid loss
- Routine aerial patrols; portions that cannot be flown are ground patrolled
- Use of advanced in-line inspection tools (i.e. Smart Balls and Smart Pigs) which are sent from one end of the line to the other to confirm both internal and external characteristics of the pipeline, assess the integrity of the line and identify potential repair requirements
- Robust volumetric monitoring, including reconciliation of volumes along the pipeline
- Cathodic protection along protected steel pipe to safeguard against external corrosion
- Pressure relief devices that prevent over-pressurization and automated valves that shut off in case of an unexpected pressure drop

The existing Waterdown to Finch segment of the Sarnia Products Pipeline ("SPPL") has operated safely without incident since installation. In addition to Imperial's ongoing monitoring and maintenance programs, the project to replace the transportation capabilities of this segment is a proactive measure to ensure continued safe and reliable supply for the region.

c.) How did Imperial Oil determine the extent of its land rights needed from Abell Properties?

Temporary workspace requirements were determined based on the construction methodology in this area and the minimum space required for safe equipment operation.

Easement requirements were determined based on the area required to safely access and maintain the pipeline throughout operation.

d.) What is the setback from the pipeline (edge of right-of-way or pipeline) required of any construction/development? Please provide the source of such setback.

The Ontario OneCall system must be followed in the event of construction/development in proximity to buried infrastructure.

No construction or development is allowed within Imperial's pipeline easement.

Section 10.6.5 of the TSSA's Oil and Gas Pipeline Systems Code Adoption Document 2018 Amendment outlines pipeline setback requirements: "No person shall construct, erect or install any structure or tangible item on or within the pipeline right-of-way [...] unless written permission is first obtained from the operating company."



## **24. REFERENCES**

*Imperial's Response to Information Requests (August 2019)*

*Waterdown to Finch Project - Arborist Report and Tree Preservation Plan, City of Toronto, ON (Savanta, 2020)*

## **APPENDIX 1      UPDATED CHRONOLOGY OF THE COMMUNICATION REGARDING THE ROUTE REALIGNMENT**

## Appendix 1: Updated Chronology of the Communication Regarding the Route Realignment


Stakeholder	Date of Contact	Contact Type	Description
<b>City of Toronto</b>			
City of Toronto WTFN4074, PIN 074240216 WTFN4078, PIN 074240199 WTFN4083, PIN 074160031 WTFN4086, PIN 074240125	March 6, 2020	Email	Submission of preliminary route sketches for review by City's ROW Management staff. Imperial requested a pre-consultation meeting to review the sketches.
City of Toronto	March 10, 2020	Conference Call	Imperial attended a pre-consultation meeting with the City's ROW Management staff to discuss permitting requirements. No major concerns were expressed from the City staff. They will await more detailed crossing drawings once available.
City of Toronto	June 12, 2020	Email	Imperial provided updated sketches related to the realignment and requested another meeting to ensure the changes are acceptable.
City of Toronto	June 26, 2020	Email	Imperial submitted a Google Earth KMZ file to Toronto Infrastructure Coordination Unit (ICU) staff showing an updated alignment of the entire Project, which included the realignment area, and requested Toronto ICU staff to review for any potential conflicts.
City of Toronto	July 7, 2020	Conference Call	Imperial attended a meeting with the City's ROW Management staff to review updated sketches related to the realignment. Permitting requirements were established and the City requested detailed crossing drawings to be part of the road crossing agreement. The City expressed concerns regarding sight lines and the weight of equipment that may be used to cross roads. This information would be forthcoming by Imperial in the Traffic Accommodation Strategy/Plans as well as technical crossing drawings.
City of Toronto	August 20, 2020	Email	Imperial was advised during a regular meeting with the City of Toronto ROW Management and Engineering & Construction Services staff that the City would prefer the next package of drawings to include all road crossings, including drawings related to the realignment.

<b>Stakeholder</b>	<b>Date of Contact</b>	<b>Contact Type</b>	<b>Description</b>
City of Toronto	September 9, 2020	Email	City's Engineering & Construction Services staff requested a copy of the sketches that ROW Management had reviewed previously to provide comment on the proposed realignment. Imperial provided the sketches sent to ROW Management staff on June 12.
City of Toronto	September 4-10, 2020	Mail and Email	Imperial sent by registered mail and emailed the landowner's representative a Notice of Motion to Vary letter from the Ontario Energy Board saying that as a result of this Route Realignment their properties will be directly impacted by the Project.
City of Toronto	September 14, 2020	Email	Imperial submitted an updated technical road crossing drawing package to the City's ROW Management and Engineering & Construction Services staff. This package considers all proposed City road crossings including the realignment.
City of Toronto	October 1, 2020	Email	City's ROW Management provided a draft Road Crossing Agreement that considers all proposed City road crossings, including road crossings related to the realignment.
City of Toronto	October 1, 2020	Email	Imperial submitted a sketch and profile of the proposed pipeline crossing at Mimico Creek, which identified the depth of the pipeline under the creek and the horizontal separation between the pipeline and the 2 adjacent bridges.
City of Toronto	October 16, 2020	Email	Imperial submitted updated technical sanitary, water, and storm crossings package to the City's Engineering & Construction Services staff, including crossing drawings related to the realignment, for review.
City of Toronto	November 6, 2020	Email	City's Engineering & Construction Services staff provided comments on Imperial's updated technical sanitary, water, and storm crossings submission on October 16, 2020.
City of Toronto	November 9, 2020	Email	Imperial submitted an additional water crossing related to the realignment to the City's Engineering & Construction Services staff for review.

Stakeholder	Date of Contact	Contact Type	Description
<b>Ministry of Transportation</b>			
Ministry of Transportation WTFN4054, PIN 074240247	August 28, 2018	Email	Imperial submitted preliminary route maps to MTO staff for review and requested comments and/or concerns to be provided on the proposed routing.
Ministry of Transportation	January 24, 2019	E-mail	MTO provided preliminary comments on the route maps and identified significant concerns related to the Hwy 401-427 interchange and the ultimate Express/Collector system in the Hwy 401/427 area.
Ministry of Transportation	March 28, 2019	In-person Meeting	MTO staff raised concerns with the proposed pipeline being within MTO's highway ROW in the realignment area. MTO requested for Imperial to explore alternative alignment options outside of MTO's ROW due to potential highway expansion plans.
Ministry of Transportation	December 9, 2019	Email	Imperial advised MTO staff that the proposed pipeline will be realigned outside of MTO's highway ROW and provided updated mapping and drawings showing the realignment.
Ministry of Transportation	March 3, 2020	Email	MTO staff advised Imperial that the realignment of the proposed pipeline can proceed.
Ministry of Transportation	September 4-10, 2020	Mail and Email	Imperial sent by registered mail and the Agent emailed the landowner's representative a Notice of Motion to Vary letter from the Ontario Energy Board saying that as a result of this Route Realignment their property WTFN4054 will no longer be directly impacted by the Project.
<b>HYDRO ONE NETWORKS INC./ INFRASTRUCTURE ONTARIO</b>			
HYDRO ONE NETWORKS INC./ INFRASTRUCTURE ONTARIO WTFN4084, PIN 074240163 WTFN4071, PIN 074240096 WTFN4088, PIN 074240162 WTFN4091, PIN 074240154 WTFN4118, PIN 074240123	March 3, 2020	In-Person Meeting	Imperial presented Richview TS/Highway 27 by-pass to HONI in a meeting, describing reasons for the realignment (HONI and MTO concerns), providing aerial view of the new routing, and identifying the new impacts as a result.

<b>Stakeholder</b>	<b>Date of Contact</b>	<b>Contact Type</b>	<b>Description</b>
HYDRO ONE NETWORKS INC./ INFRASTRUCTURE ONTARIO	March 17, 2020	Email	Imperial asked HONI to confirm whether they have any tenants on WTFN4088, part of the Highway 27 Realignment area, providing them with a screenshot for reference. Imperial asked for their name and contact information for consultation, if applicable.
HYDRO ONE NETWORKS INC./ INFRASTRUCTURE ONTARIO	March 18, 2020	Email	HONI confirmed for Imperial that they have no tenants on WTFN4088.
HYDRO ONE NETWORKS INC./ INFRASTRUCTURE ONTARIO	May 12, 2020	Conference Call	During the technical meeting with HONI, Imperial requested the submission for the Realignment be kept separate from the rest of the easement/workspace analysis. Imperial advised they would provide HONI with the western and eastern limits of the Realignment.
HYDRO ONE NETWORKS INC./ INFRASTRUCTURE ONTARIO	August 25, 2020	Conference Call	During the technical meeting with HONI, they advised the pipeline would have to be moved towards the edge of the corridor on WTFN4118 since the pole line in that location is beyond the curb. HONI indicated the technical drawings provided to them are insufficient for illustrating the precise route and a revised AutoCAD file is required to communicate this information, which Imperial agreed to providing.
HYDRO ONE NETWORKS INC./ INFRASTRUCTURE ONTARIO	August 26, 2020	Email	Imperial submitted revised Permitting Supplementary Information Package to HONI including utility crossings and one proximity drawing in the Highway 27 Realignment area.
HYDRO ONE NETWORKS INC./ INFRASTRUCTURE ONTARIO	September 4-10, 2020	Email	Imperial sent by registered mail and the agent emailed the landowner's representative a Notice of Motion to Vary letter from the Ontario Energy Board saying that as a result of this Route Realignment their properties will be directly impacted by the Project.
HYDRO ONE NETWORKS INC./ INFRASTRUCTURE ONTARIO	September 11, 2020	Email	Imperial submitted revised Permitting Supplementary Information Package to HONI including detailed temporary workspace drawings in the Highway 27 Realignment area.
HYDRO ONE NETWORKS INC./ INFRASTRUCTURE ONTARIO	September 17, 2020	Email	Imperial provided HONI with revised draft reference plans for Peel Region and Toronto, the latter of which covers the Highway 27 Realignment area.

<b>Stakeholder</b>	<b>Date of Contact</b>	<b>Contact Type</b>	<b>Description</b>
HYDRO ONE NETWORKS INC./ INFRASTRUCTURE ONTARIO	September 17, 2020	Email	HONI advised Imperial that proposed easement on WTFN4118 needs to be narrowed and shifted to the east side of the property, next to the property line. HONI requested the draft reference plan be modified and only show the proposed permanent easement, not the temporary workspace.
HYDRO ONE NETWORKS INC./ INFRASTRUCTURE ONTARIO	September 22, 2020	Email	HONI requested Imperial provide them with a revised AutoCAD file to show the entire route, including the Highway 27 Realignment area.
HYDRO ONE NETWORKS INC./ INFRASTRUCTURE ONTARIO	September 23, 2020	Email	Imperial provided HONI with a revised AutoCAD file to show the entire route, including the Highway 27 Realignment area.
HYDRO ONE NETWORKS INC./ INFRASTRUCTURE ONTARIO	September 25, 2020	Email	Imperial indicated to HONI that there is an underground powerline between the edge of the property and Imperial's proposed alignment on WTFN4118. The Project maintains a 3m offset when paralleling foreign lines. Imperial will respond back on whether a revised draft reference plan and technical drawings will be provided.
HYDRO ONE NETWORKS INC./ INFRASTRUCTURE ONTARIO	October 5, 2020	Email	Imperial requested HONI review the draft reference plan as-is, including WTFN4118 within the Highway 27 Realignment area, since the plan is meant to cover numerous properties and HONI only needs to refer to Part 1 for the purposes of the Grant of Easement Agreement they'll be issuing.
HYDRO ONE NETWORKS INC./ INFRASTRUCTURE ONTARIO	October 20, 2020	Email	HONI advised Imperial that the AutoCAD file they were provided with, showing the Highway 27 Realignment area, was insufficient due to the lack of reference features to juxtapose with. They also requested confirmation of the file version.
HYDRO ONE NETWORKS INC./ INFRASTRUCTURE ONTARIO	October 28, 2020	Email	Imperial provided HONI with a revised AutoCAD file showing the proposed route for the whole project, including the Highway 27 Realignment area. This file also included tower footings and parcel boundaries for reference.

Stakeholder	Date of Contact	Contact Type	Description
<b>2394561 ONTARIO INC. &amp; 1112308 ONTARIO INC.</b>			
2394561 ONTARIO INC. & 1112308 ONTARIO INC. WTFN4076, PIN 074240121 WTFN4077, PIN 074240190	February 21-March 9, 2020	In Person and Telephone	
2394561 ONTARIO INC. & 1112308 ONTARIO INC.	March 11-12, 2020	Telephone	
2394561 ONTARIO INC. & 1112308 ONTARIO INC.	March 13, 2020	Email	
2394561 ONTARIO INC. & 1112308 ONTARIO INC	March 26, 2020	Email	
2394561 ONTARIO INC. & 1112308 ONTARIO INC	March 30-April 3, 2020	Telephone	
2394561 ONTARIO INC. & 1112308 ONTARIO INC	April 7, 2020	Email	

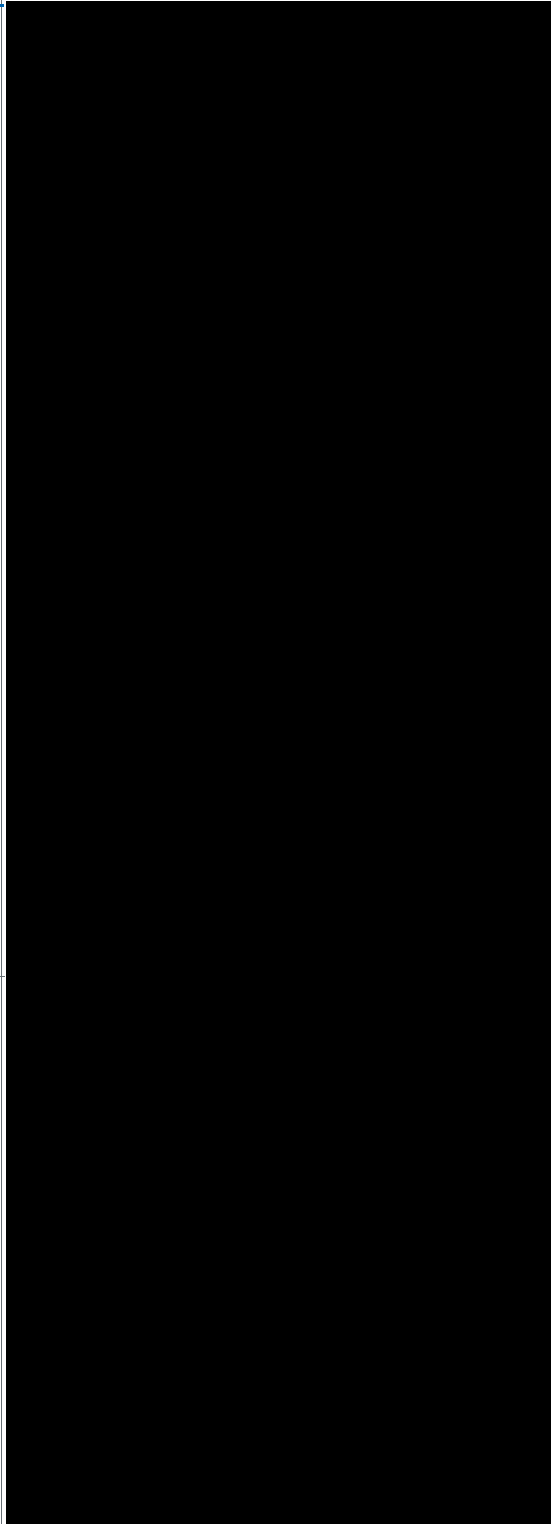


Stakeholder	Date of Contact	Contact Type	Description
2394561 ONTARIO INC. & 1112308 ONTARIO INC	April 13-14, 2020	Email	
2394561 ONTARIO INC. & 1112308 ONTARIO INC	April 21-27, 2020	Email	
2394561 ONTARIO INC. & 1112308 ONTARIO INC	May 6-14, 2020	Telephone and Email	
2394561 ONTARIO INC. & 1112308 ONTARIO INC	May 26-June 2, 2020	Telephone and Email	

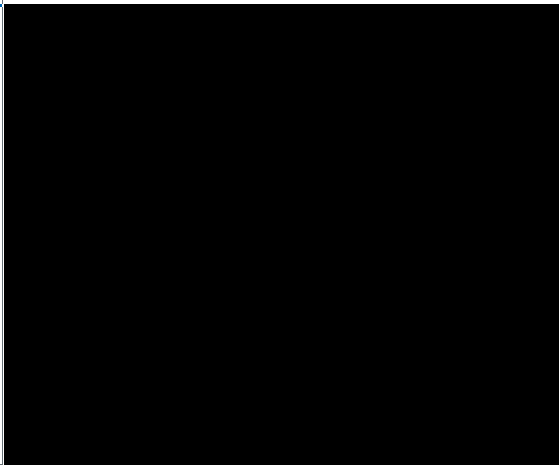

Stakeholder	Date of Contact	Contact Type	Description
2394561 ONTARIO INC. & 1112308 ONTARIO INC	June 22, 2020	Email	
2394561 ONTARIO INC. & 1112308 ONTARIO INC	July 7, 2020	Telephone	

Stakeholder	Date of Contact	Contact Type	Description
2394561 ONTARIO INC. & 1112308 ONTARIO INC	July 14, 2020	Email	
2394561 ONTARIO INC. & 1112308 ONTARIO INC	July 16, 2020	Email	
2394561 ONTARIO INC. & 1112308 ONTARIO INC	July 21, 2020	Telephone	
2394561 ONTARIO INC. & 1112308 ONTARIO INC	August 6, 2020	Email	

Stakeholder	Date of Contact	Contact Type	Description
2394561 ONTARIO INC. & 1112308 ONTARIO INC	August 19-27, 2020	Email	
2394561 ONTARIO INC. & 1112308 ONTARIO INC	September 3, 2020	Email	
2394561 ONTARIO INC. & 1112308 ONTARIO INC.	September 4-10, 2020	Email and Mail	
2394561 ONTARIO INC. & 1112308 ONTARIO INC.	September 16, 2020	Email	
2394561 ONTARIO INC. & 1112308 ONTARIO INC.	September 17, 2020	Telephone	

Stakeholder	Date of Contact	Contact Type	Description
2394561 ONTARIO INC. & 1112308 ONTARIO INC.	September 18, 2020	Email	

<b>Stakeholder</b>	<b>Date of Contact</b>	<b>Contact Type</b>	<b>Description</b>
2394561 ONTARIO INC. & 1112308 ONTARIO INC.	October 2, 2020	Email	
2394561 ONTARIO INC. & 1112308 ONTARIO INC.	October 14, 2020	Email	
2394561 ONTARIO INC. & 1112308 ONTARIO INC.	October 19, 2020	Email	
2394561 ONTARIO INC. & 1112308 ONTARIO INC.	October 22, 2020	Teleconference	

Stakeholder	Date of Contact	Contact Type	Description
2394561 ONTARIO INC. & 1112308 ONTARIO INC.	October 24, 2020	Email	
2394561 ONTARIO INC. & 1112308 ONTARIO INC.	November 3, 2020	Email	

Stakeholder	Date of Contact	Contact Type	Description
2394561 ONTARIO INC. & 1112308 ONTARIO INC.	November 4, 2020	Email	
2394561 ONTARIO INC. & 1112308 ONTARIO INC.	November 5, 2020	Email	
2394561 ONTARIO INC. & 1112308 ONTARIO INC.	November 6, 2020	Email	



Stakeholder	Date of Contact	Contact Type	Description
<b>REBECCA'S GIFT HOLDINGS LIMITED ETAL</b>			
1350739 ONTARIO LIMITED REBECCA'S GIFT HOLDINGS LIMITED BLACK, JOSEPH-ESTATE WTFN4082, PIN 074240195	February 24-March 26, 2020	In Person, Telephone, and Email	The agent made multiple attempts with various individuals to track down the landowner's or their representatives.
REBECCA'S GIFT HOLDINGS LIMITED ETAL	March 27, 2020	Telephone and Email	The agent spoke with the landowner's representatives to provide a project introduction and discuss the possibility of installing an easement and temporary workspace on the properties. The agent provided mapping for the properties. The representatives asked about timing of the work and how long Imperial expected to require use of the parking area. The agent said Imperial expected to begin work in the area in the first quarter of 2021. The agent said they didn't know how long the area would be used but said it would likely be months they would need the area. The agent said Imperial would need to carry out civil surveys of the area in order to determine what infrastructure was in the ground. The representatives gave the agent permission to carry out the surveys. After the call the agent sent the Borehole and Test Pit Agreement along with the template Agreements to the representatives.
REBECCA'S GIFT HOLDINGS LIMITED ETAL	April 6, 2020	Email	The agent contacted the landowner's lawyer and asked if they had any questions or comments about the Borehole and Test Pit Agreement.
REBECCA'S GIFT HOLDINGS LIMITED ETAL	April 9-10, 2020	Email	The agent emailed the landowner's lawyer to notify them that Imperial would be sending a crew to carry our sweeps on the property. The agent said the sweeps involved two people walking the portion of the property impacted by the Project looking for underground infrastructure. The landowner's lawyer replied asking that Imperial hold off on the sweeps until the lawyer had a chance to discuss with the landowners.

Stakeholder	Date of Contact	Contact Type	Description
REBECCA'S GIFT HOLDINGS LIMITED ETAL	April 11, 2020	Telephone and Email	<p>The agent and the landowner's lawyer discussed Project related matters including sweeps scheduled for the property. The landowner's lawyer said they had not yet spoken with the property tenant. The tenant is the one who developed the property and has a lease that doesn't run out until approximately 2070. The landowner's lawyer asked for clarification about Imperial's rights for the Project and whether they had the right to expropriate. The agent said that when their leave to construct was approved by the Ontario Energy Board, this granted Imperial the right to expropriate, but it is not preferred. The landowner's lawyer said one of the ownership entities was resistant to the Project and with the possibility of expropriation it would likely serve to move the entity forward. The landowner's lawyer said they would like to have Imperial investigate the possibility of moving the easement closer to the property line for the purpose of preserving future development opportunities. The agent and the landowner's lawyer spoke about the importance of the sweeps in order to identify underground infrastructure. The landowner's lawyer requested that the agent send them an email detailing the Project requirements and timeline for activities, which the agent provided. The landowner's lawyer said they would send the agent contact information for tenant.</p>
REBECCA'S GIFT HOLDINGS LIMITED ETAL	April 13, 2020	Email	<p>The landowner's lawyer provided the agent with contact information for their tenant. The tenant in the email provided contact information for the property manager on the property. The tenant requested that the agent contact the property manager to notify about the various studies and work that would take place on the property. The agent emailed the property manager with a description of the Project timeline for construction and stating that studies like borehole, archaeological, wildlife and infrastructure sweeps would be required.</p>

<b>Stakeholder</b>	<b>Date of Contact</b>	<b>Contact Type</b>	<b>Description</b>
REBECCA'S GIFT HOLDINGS LIMITED ETAL	April 16-21, 2020	Telephone and Email	The agent and tenant's representative discussed the project and requirements on the property. The tenant's representative noted that the temporary workspace would impact the property's parking spaces and potentially their paving system as well as asked about how trees would be impacted. The agent asked the tenant's representative to provide estimates for the parking business impact as well as re-paving the impacted area and said they would follow up with an answer about the trees since they are being horizontally directionally drilled. The tenant's representative told the agent now would be a good time to carry out the borehole access as the site is currently quiet due to COVID-19.
REBECCA'S GIFT HOLDINGS LIMITED ETAL	April 21-May 19, 2020	Telephone and Email	The agent followed up with the landowner's lawyer and representative to ask about specific details to go into the Temporary Workspace Lease and Grant of Easement Agreements.
REBECCA'S GIFT HOLDINGS LIMITED ETAL	May 26, 2020	Email	The landowner's lawyer sent the Borehole and Test Pit Agreement with their revisions to the agent and they discussed required changes.
REBECCA'S GIFT HOLDINGS LIMITED ETAL	May 27, 2020	Telephone	The agent called the landowner's lawyer and left a message requesting more information about what type of consent is required from their tenants for borehole work and to obtain clarification about what they anticipated their legal fees would be for the Borehole and Test Pit Agreement.
REBECCA'S GIFT HOLDINGS LIMITED ETAL	May 29-June 4, 2020	Telephone and Email	The agent, tenant's representative, and landowner's lawyers discussed the borehole work and agreement.
REBECCA'S GIFT HOLDINGS LIMITED ETAL	June 4, 2020	In Person	The agent and tenant's representative met to discuss the impact of Imperial's easement and temporary workspace on the property. The use of HDD on a portion of the property may mean less of an impact to trees, though any impacted trees would be compensated for. They discussed the impact of temporary workspace on existing features such as a sign, electrical wiring, lamp posts, and a sprinkler system, with the agent requesting a quote for repairs.
REBECCA'S GIFT HOLDINGS LIMITED ETAL	June 5, 2020	Email	The tenant's representative told the landowner's representative that they were fine with the borehole work proceeding on the property.
REBECCA'S GIFT HOLDINGS LIMITED ETAL	June 9-15, 2020	Email	The agent and the landowner's lawyer discussed Imperial's legal fee reimbursement caps for the work reviewing all agreements.

<b>Stakeholder</b>	<b>Date of Contact</b>	<b>Contact Type</b>	<b>Description</b>
REBECCA'S GIFT HOLDINGS LIMITED ETAL	June 9-24, 2020	Telephone and Email	The agent and landowner's lawyer went back and forth on the final language of the Borehole and Test Pit Agreement, with the signed agreement being provided on June 24 <sup>th</sup> .
REBECCA'S GIFT HOLDINGS LIMITED ETAL	June 26-30, 2020	Telephone, Email, and In Person	The agent discussed start of borehole work and WSIB insurance with the tenant's representative.
REBECCA'S GIFT HOLDINGS LIMITED ETAL	July 9, 2020	Email	The agent informed the tenant's representative that the borehole work was complete and sent photographs.
REBECCA'S GIFT HOLDINGS LIMITED ETAL	July 13, 2020	Telephone and Email	The agent sent the Temporary Workspace Lease Agreement and the Grant of Easement Agreement to the landowner's lawyer and the landowner's representative. The landowner's lawyer called the agent to discuss their initial impressions of the Agreements and ask questions, including expected timeline of construction and the appraisal. The agent explained to maintain timelines, Imperial was considering expropriation in parallel to negotiated settlements.
REBECCA'S GIFT HOLDINGS LIMITED ETAL	July 16-21, 2020	Email	The agent and the landowner's lawyer discussed the independent evaluation of the property value. The landowner's lawyer said that they would need to have their own valuation done in order to check that Imperial's appraisal value was fair.
REBECCA'S GIFT HOLDINGS LIMITED ETAL	July 27-September 10, 2020	Email	The agent followed up with the landowner's lawyer about the review of Grant of Easement and Temporary Workspace Lease Agreement templates.
REBECCA'S GIFT HOLDINGS LIMITED ETAL	August 21, 2020	Telephone	The agent followed up with the tenant's representative to discuss costs associated with the temporary workspace area damages.
REBECCA'S GIFT HOLDINGS LIMITED ETAL	September 10, 2020	Email	The agent sent the landowner's representative and the tenant's representative an email stating that Imperial would be sending a crew to carry out archaeological work on the property during the week of September 14, 2020. The tenant's representative responded that this would be fine and that they did not need the agent to come and look over the area if the crew was only going to be in the grassed area.

<b>Stakeholder</b>	<b>Date of Contact</b>	<b>Contact Type</b>	<b>Description</b>
REBECCA'S GIFT HOLDINGS LIMITED ETAL	September 4-10, 2020	Email and Mail	Imperial sent by registered mail, and the agent emailed the landowner's representative a Notice of Motion to Vary letter from the Ontario Energy Board saying that as a result of this Route Realignment their properties will be directly impacted by the Project and provided the dates that agreements for the Realignment were presented.
REBECCA'S GIFT HOLDINGS LIMITED ETAL	September 10, 2020	Email	The landowner's lawyer provided preliminary comments on the Grant of Easement and Temporary Workspace Lease Agreement templates.
REBECCA'S GIFT HOLDINGS LIMITED ETAL	September 23, 2020	Email	The agent followed up with the tenant's representative to discuss costs associated with the temporary workspace area damages.
REBECCA'S GIFT HOLDINGS LIMITED ETAL	September 24-October 1, 2020	Telephone	The agent called the landowner's lawyer to let them know that Imperial intended to enter the property to monument the easement and lease areas. The landowner's lawyer said that they had no issue with the monumenting but they requested that the agent contact the tenant to let them know the agent said that they would contact the tenant. Agent contacted the tenant's representative had some questions, which agent answered, and the tenant's representative gave the go-ahead to proceed with the monumenting.
REBECCA'S GIFT HOLDINGS LIMITED ETAL	October 5-21, 2020	Email	The agent followed up with the tenant's representative to discuss costs associated with the temporary workspace area damages multiple times. The tenant's representative responded that they had received quotes and were reviewing internally.
REBECCA'S GIFT HOLDINGS LIMITED ETAL	October 16-23, 2020	Telephone and Email	The agent followed up with landowner's lawyer on the new comments for the Grant of Easement and Temporary Workspace Lease Agreement templates. The landowner's lawyer responded with comments on the phone on October 23 <sup>rd</sup> .

<b>Stakeholder</b>	<b>Date of Contact</b>	<b>Contact Type</b>	<b>Description</b>
REBECCA'S GIFT HOLDINGS LIMITED ETAL	October 29, 2020	Email	The tenant's representative contacted the agent to ask for the agent to confirm the location of the pipe through the property and if the fence and asphalt will be affected by the work. The agent responded by sending the latest Individual Ownership Plan (IOP) and saying that they did not anticipate the asphalt being dug up but that it could be damaged by equipment during construction. The agent said that the fence would need to come out so it would be good to have a quote for fencing. The agent added that several trees and grass would be impacted by the installation of the pipeline that are located within the Temporary Workspace area. The agent said that they could arrange to come to the property with the construction team to meet and discuss the construction impacts to the property. The tenant's representative responded that they would like to meet the construction crew on the week of November 2 if possible. The agent replied that they would try to propose several possible dates.
REBECCA'S GIFT HOLDINGS LIMITED ETAL	November 5, 2020	Telephone	The agent discussed with landowner's lawyer about their tenant's ability to continue to be able to access around the temporary workspace at the property. The agent and the landowner's lawyer looked at mapping and ascertained that there was sufficient room for vehicles to pass and that access would not be impeded between the north and south ends of the property. The agent said that they had submitted the lawyer's comments on the Temporary Workspace Agreement and the Grant of Easement Agreement to Imperial and hoped to have a response within the next week.
REBECCA'S GIFT HOLDINGS LIMITED ETAL	November 6, 2020	Email	The agent wrote to the tenant's representative to ask if they could suggest a couple of times that they were available to meet with Imperial's construction team on the week of November 9 <sup>th</sup> .
REBECCA'S GIFT HOLDINGS LIMITED ETAL	November 9, 2020	Email	The tenant's representative contacted the agent to say that they could meet the construction crew on the property on either November 11, 2020 or November 12, 2020. The agent wrote back that Imperial would be able to meet the tenants on Wednesday November 11.

<b>Stakeholder</b>	<b>Date of Contact</b>	<b>Contact Type</b>	<b>Description</b>
REBECCA'S GIFT HOLDINGS LIMITED ETAL	November 10, 2020	Email	The tenant's representative responded to the agent's request from November 9 for confirmation they can attend a meeting with the construction crew at the property to review the construction requirements on the property. The tenant's representative confirmed they and their colleague would be at the meeting. The tenant's representative requested that the agent send an outlook invitation. The agent sent out the invitation and included Imperial construction plan as an attachment in the invitation.
<b>71-91 KELFIELD STREET INC.</b>			
71-91 KELFIELD STREET INC. WTFN4085, PIN 074240124	February 24-25, 2020	In Person and Email	The agent discussed the Project and the routing across the property with the landowner's representative. The agent and the landowner's representative reviewed the Individual Ownership Plan (IOP) and discussed the Horizontal Directional Drill that would install the pipe below the surface of the property. The agent said they were not currently aware of the depth of the pipe installation but that Imperial would be carrying out studies in the area in the coming months including geotechnical work which would help them determine this.
71-91 KELFIELD STREET INC.	March 18, 2020	Email	The agent emailed the landowner's representative to obtain permission to conduct sweeps on the property in anticipation of preparing the Grant of Easement Agreement. The landowner's representative responded by saying they had been at the property with their partners and planners that day discussing the proposed easement and in their planners' opinion the proposed easement would compromise their ability to more fully develop the property in the future and for that reason they said they were opposed to the easement.

Stakeholder	Date of Contact	Contact Type	Description
71-91 KELFIELD STREET INC.	March 26, 2020	Telephone and Email	The agent emailed the landowner's representative a copy of the Grant of Easement Agreement template along with an explanation of the desire to receive comments about any potential landowner issues. The landowner's representative called the agent to say the landowners were not enthusiastic about having an easement across the middle of the property. The agent and the landowner's representative discussed the reason for the change in the routing and the limitations along the southern property boundary. The landowner's representative asked if it would be possible for Imperial to go underneath the Enbridge easement along the southern property line. The agent explained that their understanding was that it would not be possible to do so. The landowner's representative asked how wide the easement would be. The agent said they believed that the easement would be approximately 3 metres wide. The landowner's representative asked if it would be possible to go across corners either the north or south boundary of the property in order to protect future development opportunities. The agent said they would inquire with Imperial about the possibility. The agent said Imperial needed access to the property to carry out civil surveys across the property to identify where existing infrastructure lies. The landowner's representative gave the agent permission to do the surveys but said they would like to be notified prior to accessing the property as there were still some tenants using the property and would want to know who was crossing the property.
71-91 KELFIELD STREET INC.	April 8, 2020	Email	The landowner's representative emailed the agent instructions about the sweeps and said the team could park on the property but to make sure not to park directly in front of any of the business entrances as that was an irritant to the tenants. The landowner's representative provided the agent with a contact for the property management group.



Stakeholder	Date of Contact	Contact Type	Description
71-91 KELFIELD STREET INC.	April 13-14, 2020	Email	<p>The agent emailed the landowner's representative the Grant of Easement Agreement, the General Permitting Letter and the Distribution of Funds documents. The agent described each agreement and its purpose. The agent said Imperial was still studying the routing having heard the landowner's concerns about the route. The agent wrote that in the event the route changed the compensation amount would change but the language would otherwise remain the same. The landowner's representative contacted the agent and they discussed the easement route and the landowner's impediments to finding out about the possible development of the property. The landowner's representative said they had been meeting with their planners to discuss the limitations on the property that the easement would create. The planners had been having difficulty obtaining information from the City of Toronto about the property's development possibilities. The landowner's representative said they would, ideally, like for the easement to go along the north side of the property rather than through the middle. The agent asked if the depth of the pipe estimated to be between 15-30 metres below grade made a difference? The landowner's representative said they thought it was better, but the easement would need to only impact the landowner on subsurface-basis (not include any surface rights) to make any difference. The agent said once the sweeps were complete Imperial would have a better sense about what routing options might be. The agent said it did depend on what engineers said was possible and it was not always feasible to put multiple bends in the line.</p>

Stakeholder	Date of Contact	Contact Type	Description
71-91 KELFIELD STREET INC.	May 27, 2020	Telephone	<p>The agent called the landowner's representative to discuss the revised routing of the centreline across the north side of the property. The agent said Imperial had tentatively been able to run the line along the north side of the property. The landowner's representative said this was certainly an improvement. The agent said this new route would be an open cut run rather than an HDD and would require some temporary workspace in order to carry out the work. The landowner's representative said they had repaved the parking area only last year. The agent said Imperial would need to pay for any damage that was done. The agent will follow up with revised mapping.</p>
71-91 KELFIELD STREET INC.	June 16, 2020	Telephone	<p>The agent called the landowner's representative on the phone to discuss conducting sweeps along the property to ascertain where infrastructure lay on the property. The landowner's representative said that this would be fine. The agent said that the Temporary Workspace Lease Agreement and Grant of Easement Agreement now had a revised route that changes the alignment of the easement to the north side of the property and adds in a temporary workspace area, should be available this week. The landowner's representative said that they would need to know the scope of the work that would be taking place on the property. The agent said that they would send this information along with the revised Grant of Easement Agreement and the Temporary Workspace Lease Agreement.</p>
71-91 KELFIELD STREET INC.	June 22, 2020	Email	<p>The agent sent the Grant of Easement Agreement, the revised Individual Ownership Plan (IOP) showing the route along the northern property boundary to address the landowner's concern, and the Temporary Workspace Lease Agreement and the associated documents to the landowner's representative for their review. The agent described the use of the workspace area for the purpose of constructing the Project. The agent said that trees would need to be removed in the workspace area, that construction on the area would last 4 - 6 months and that damage to the landowner's pavement would require a Damage Release Agreement to pay for damage done in the workspace, which would require estimates to repair damage done, prior to construction. The landowner's representative asked about replacing the trees</p>

Stakeholder	Date of Contact	Contact Type	Description
			and was concerned about how their tenants would access the delivery bays at the back of the buildings and the means to move on and off the property given that the access from the road was taken up by the workspace. The agent said that they would pull together some further information for the landowner's representative.
71-91 KELFIELD STREET INC.	June 23, 2020	Telephone	The agent discussed sweeps on the property with the landowner's representative and the property manager. The landowner's representative and the property manager consented, preferring June 24 <sup>th</sup> .
71-91 KELFIELD STREET INC.	June 24, 2020	Email	The landowner's representative contacted the agent to request that the agent send them Microsoft Word versions of the Grant of Easement and the Temporary Workspace Lease Agreements and the agent sent them shortly thereafter. The landowner's representative said that they would forward this to their lawyer. The landowner's representative asked if it was possible to move the pipeline onto the property to the north of them.
71-91 KELFIELD STREET INC.	June 26, 2020	Telephone	The landowner's representative called the agent to discuss the Temporary Workspace Lease Agreement area and compensation for tree loss. The landowner's representative said that they were concerned about the number of trees involved and whether Imperial would have difficulty getting the permits to cut the trees. The agent said that Imperial would be responsible for those permits and it was possible that the city would insist on a compensation of replacement trees. The landowner's representative asked if it would be possible to schedule a meeting with the construction team to review the land use with their tenants and how the area would be impacted regarding access and turning radii. The agent said that they would speak to Imperial to see if a meeting could be scheduled.

Stakeholder	Date of Contact	Contact Type	Description
71-91 KELFIELD STREET INC.	June 29, 2020	Telephone	<p>The agent called the landowner's representative to update them on the construction crew's response about their ability to share the yard with their tenants who use the area for deliveries. The agent said that the crew would not interfere with the tenant's deliveries into the yard. The agent said that they would prepare a schedule to allow for deliveries to come onto the property. The landowner's representative was uncertain about the logistics of this. The landowner's representative asked about a meeting between the construction team and their tenants so they could discuss shared use of the yard. The agent said that they would follow up once they had possible times for the meeting.</p>
71-91 KELFIELD STREET INC.	July 7-9, 2020	Telephone and Email	<p>The agent, landowner's representative, and property manager communicated back and forth to schedule a meeting with Imperial's construction team and the tenants to discuss landowner's questions including when construction was due to start, duration, truck access to the property, entrance disturbances, street closure, construction vehicles parking and blocking of traffic, water, gas or electricity interruptions, noise and vibration expectations.</p>
71-91 KELFIELD STREET INC.	July 9, 2020	In Person	<p>The agent and construction manager from UPI met with the landowner's representative, property manager and several tenants at the property to survey the workspace and discuss the Project and review the work and impact on the property. The construction manager told the tenants that the work was expected to start in June of 2021 and last for 2 -3 months. The construction manager said that the work would involve removing trees on the west side of the property and digging bore pits in the grassed area in order to bring the pipe across the highway. They would need to do another bore on the east side of the property to cross the road. The construction manager said that the pipeline installation across the north property boundary would take 2 weeks and could involve weekend work. The tenants present said weekend work would be desirable. The tenants' primary concern was with the possible disruption to their ability to have deliveries made and picked up from their distribution bays. The tenants were concerned about how much space the workspace would take up and whether they would interfere with the trucks turning radii. The agent and the construction manager</p>

Stakeholder	Date of Contact	Contact Type	Description
			<p>assured the tenants that by communicating with them throughout the process they would work to avoid disruptions to their deliveries. The tenants asked if there would be any disruption to their water, electricity, or gas. The agent and construction manager said that no disruptions were anticipated. The tenants asked about where the crews would park. The construction manager said that equipment and vehicles could only be placed in leased areas. The tenants and the property manager were concerned about repaving the area and damage to the paving caused by the work. The construction manager said that all vehicles would have rubber tires to limit damage, the agent said that there would be compensation for repaving if it was required. The tenants asked about where the dirt would be piled and where the pipes were going to be stored. The construction manager said that the dirt would be excavated and most likely placed on WTFN4119. Unit 3 tenants expressed concern that they run a food service for school meals and have many deliveries through the day although most of their shipments occur between 4 - 7 AM. They said that they can't have any delays in their deliveries. They did say that they were shut down in July and into August so if the schedule held there should be no disruption to their operation. Unit 6 tenants said that most of their deliveries were made by Canpar vans and could probably be done at the front door. They do have a major delivery approximately once every 2 weeks which has an 18 wheeler back into their bay. The agent said that this would require communication and lead time for discussions in order to prevent any disruptions. The property manager said that it would be useful to have another meeting in August 2020 to discuss the project and have all of the tenants on hand for that meeting.</p>

Stakeholder	Date of Contact	Contact Type	Description
71-91 KELFIELD STREET INC.	July 10, 2020	Telephone	<p>The agent called the landowner's representative and explained in detail about Imperial beginning the expropriation in order to maintain their timeline. The agent emphasized that Imperial's choice was to move forward with negotiation and settle amicably. The agent said that Imperial will be sending a formal letter the following week. The landowner's representative said that they would like to see a calculation for how the offer was determined. The agent said that they would send this to the landowner's representative the week of July 13, 2020. The landowner's representative said that, in their opinion, the negotiations should move forward, they were trying to get the estimate for legal work from their lawyer which they said that they were frustrated not to have received. The landowner's representative said that they felt the outstanding issues for them were repaving costs, landscaping for the trees and compensation in the event that one of their tenants cancelled citing lack of ability for a quiet enjoyment of the property due to the work. The agent said that they looked forward to receiving their lawyer's comments and then they would address them with Imperial.</p>
71-91 KELFIELD STREET INC.	July 14-15, 2020	Email	<p>As per the landowner's representative's request that the agent provide a justification of how Imperial arrived at their numbers for the Grant of Easement Agreement and the Temporary Workspace Lease Agreement. The landowner's representative sent the agent an estimate from their lawyer for working on the Temporary Workspace Lease Agreement and the Grant of Easement Agreement. The agent responded that they would forward the estimate to Imperial for their review and would get back to the landowner with Imperial's response.</p>
71-91 KELFIELD STREET INC.	July 16, 2020	Email	<p>The agent sent the landowner's representative Imperial's Expropriation Notification letter, which notified the landowner of potential expropriation and emphasized the desire for Imperial to come to a negotiated settlement with the landowner.</p>
71-91 KELFIELD STREET INC.	July 20, 2020	Email	<p>The agent emailed the landowner's representative Imperial's letter confirming their paying for the landowner's legal costs up to a certain cap. The agent wrote that the letter was based on their lawyer's estimate.</p>

<b>Stakeholder</b>	<b>Date of Contact</b>	<b>Contact Type</b>	<b>Description</b>
71-91 KELFIELD STREET INC.	July 21-23, 2020	Email	The landowner's representative had some questions regarding the legal fee letter, which they provided to the agent. The agent replied with a revised letter that addressed the landowner's representative's concerns.
71-91 KELFIELD STREET INC.	July 24-30, 2020	Email	The agent followed up on multiple occasions with the landowner's representative to ask when they expected to receive comments from their lawyer relating to the Temporary Workspace Lease Agreement and the Grant of Easement Agreement.
71-91 KELFIELD STREET INC.	July 30, 2020	Email	The landowner's representative sent the signed legal fee letter to the agent. The landowner's representative said that they had sent out a questionnaire to their tenants about their delivery schedules and their busiest times of year. The agent asked if the landowner's representative could send the questionnaire to the agent and then through consultation with construction there might be additional questions that would be useful to have answers to. The landowner's representative said that they would send this to the agent. The agent asked the landowner's representative if they had looked into replacement tree costs and repaving costs. The landowner's representative said that they were having their property manager look into this.
71-91 KELFIELD STREET INC.	August 6, 2020	Telephone	The agent called the landowner's representative to ask if they had received their legal comments back from their lawyer on the Temporary Workspace Lease Agreement and the Grant of Easement Agreement. The landowner's representative said that they had received the comments and they were in the process of reviewing them and they should be able to get the comments to the agent the week of August 10, 2020. The landowner's representative said that they were concerned about having language that would protect them in the event that there was a leak on the pipeline and the soil became compromised. The landowner's representative said that they were in the process of getting a questionnaire together for their tenants about their delivery schedules and the size of the trucks that serviced those deliveries. The landowner's representative sent the questionnaire to the agent.

<b>Stakeholder</b>	<b>Date of Contact</b>	<b>Contact Type</b>	<b>Description</b>
71-91 KELFIELD STREET INC.	August 20, 2020	Email	The landowner's representative contacted the agent to ask whether Imperial's construction crew had reviewed the questionnaire which they had prepared for their tenants and whether they had any further inputs regarding information that would be useful. The agent said that they would follow up with Imperial to see if they had anything more that they needed to know.
71-91 KELFIELD STREET INC.	August 25, 2020	Email	The landowner's representative sent the agent an e-mail with the legal comments.
71-91 KELFIELD STREET INC.	September 1-2, 2020	Telephone and Email	The agent contacted the landowner's representative and property manager and notified them that Imperial would be sending a team to monument the easement and temporary workspace areas as part of the expropriation process. The agent said that this was not meant to in any way interrupt the continued negotiation but was a formality that needed to occur in order to maintain timelines. The landowner's representative requested that the agent send them and their property manager an email detailing the work that would be taking place in the monumenting.
71-91 KELFIELD STREET INC.	September 3, 2020	Email	The agent responded to the landowner's representative's tenant survey saying that the information requested in the survey would be useful and construction had requested contact information for each tenant, their standard operating days and hours, and more detail about the size of vehicles making deliveries (e.g. single or tandem axels). The agent asked the landowner's representative to let them know when a convenient time to have another meeting with their tenants would be. The landowner's representative said that they would circulate the sheet amongst their tenants and once the responses were in they would set up a meeting with the construction crew.
71-91 KELFIELD STREET INC.	September 10, 2020	Email	The agent sent the landowner's representative and the tenant's representative an email stating that Imperial would be sending a crew to carry out archaeological work on the property during the week of September 14, 2020. The agent said that the work would be done in areas that are not paved. The tenant's representative wrote back requesting that Imperial's crew rope off the area as they wished the area to be secure and didn't want anyone to be injured by inadvertently stepping into a hole. The agent said that they would pass this information to Imperial.



<b>Stakeholder</b>	<b>Date of Contact</b>	<b>Contact Type</b>	<b>Description</b>
71-91 KELFIELD STREET INC.	September 4-10, 2020	Email and Mail	Imperial sent by registered mail, and the agent emailed the landowner's representative a Notice of Motion to Vary letter from the Ontario Energy Board saying that as a result of this Route Realignment their properties will be directly impacted by the Project and provided the dates that agreements for the Realignment were presented.
71-91 KELFIELD STREET INC.	September 15, 2020	Email	The agent emailed the tenant's representative to say that Imperial would be sending their archaeological crew to the property on September 17, 2020 to carry out the archaeological work on the property. The tenant's representative said that this would be fine. The agent said that they could be at the property to meet the tenant's representative along with the archaeological crew. The tenant's representative said that as this work doesn't touch the parking lot it will not be necessary to meet the agent. The tenant's representative asked that the agent to make sure that the holes are properly filled.
71-91 KELFIELD STREET INC.	September 17, 2020	Email	The agent notified the landowner and the tenant's representative that Imperial intended to enter the property to begin archaeological work as early as that afternoon. The agent said that the crew was working ahead of schedule and could arrive at the property that day. The agent said that the crew would be setting up a perimeter with safety cones around the perimeter of the survey area.
71-91 KELFIELD STREET INC.	September 23, 2020	Telephone	The agent called the landowner's representative to ask about their progress in scheduling a time with their tenants to have a meeting with Imperial's construction team. The landowner's representative said that they still hadn't received all of their surveys back from their tenants, but they would follow up and once they were all received they would be able to schedule a meeting. The landowner's representative asked the agent if Imperial had any response from their legal comments provided earlier in the month. The agent said that they hoped to have the comments back during the week of September 28, 2020 and they would push the legal team for a response.

<b>Stakeholder</b>	<b>Date of Contact</b>	<b>Contact Type</b>	<b>Description</b>
71-91 KELFIELD STREET INC.	September 29, 2020	Email	The landowner's representative emailed the agent to ask about the notice for variation sent out by the Ontario Energy Board. The landowner's representative asked the agent to confirm that this did not affect the revised routing across their property as the proposed easement area was now running along the north side of the property as opposed to the original routing through the middle of the property. The agent responded that the letter was concerned with the change from running along the HWY 401 Corridor to running up HWY 27 and this was the variation that the letter was trying to address. The landowner's representative thanked the agent for the confirmation.
71-91 KELFIELD STREET INC.	October 6-7, 2020	Email	The tenants' representative and agent communicated about arranging a construction meeting with the tenants during the week of October 19.
71-91 KELFIELD STREET INC.	October 7, 2020	Email	The landowner's representative sent the agent their legal invoice for work on the Temporary Workspace Lease Agreement and the Grant of Easement Agreement. The agent responded to the landowner's representative to say that Imperial would be responding to their lawyer's comments which would trigger more work and billing for the lawyer. The agent said that they would follow up with Imperial legal to provide their responses. The agent asked if the landowner's representative would like them to submit the billing for payment or wait until the legal work is complete to get the reimbursement. The landowner said that it would be fine to wait for submission.
71-91 KELFIELD STREET INC.	October 16, 2020	Telephone	The agent called the landowner's representative to say that they had reviewed their estimate for repair of the land and there were several issues that needed to be addressed. The agent said that the estimate for resodding was for an area larger than the actual area and that Imperial would only pay for damages for the actual area. The agent said that Imperial would be removing the sod and regrading the soil leaving the land clean and flat. The agent said that this might affect the estimate. The landowner's representative said that the agent should call the contractor to discuss this further. The agent called the landscape contractor to discuss the estimate. The landscape contractor asked the agent to call them on Monday October 19, 2020 to discuss the estimate further.

Stakeholder	Date of Contact	Contact Type	Description
71-91 KELFIELD STREET INC.	October 19, 2020	Telephone	<p>The agent spoke with the landowner's landscaping contractor about their estimate for reclaim work after construction. The agent said that Imperial would be removing the sod from the workspace and would leave the property levelled which were included in the work being quoted. The agent said that Imperial would be removing all of the trees and stumps and they would leave the land clean and level. The landowner's contractor said that this would make a difference to the estimate. The landowner's contractor took the agent's email address and said that they would send a revised agreement to them while copying the landowner and their tenant.</p>
71-91 KELFIELD STREET INC.	October 21, 2020	Email	<p>The landowner's representative followed up with the agent concerning scheduling for the meeting between Imperial's construction team and the landowner's tenants. The landowner's representative said that they were confirmed for 2pm on Monday October 26. The agent responded that they looked forward to meeting with the landowner's representative and the tenants.</p>
71-91 KELFIELD STREET INC.	October 26, 2020	In Person	<p>The agent, along with Imperial's construction team, met with the landowner's representative and the tenant's representative at the property. The agent and the construction team discussed and showed the areas that would be impacted and took the landowner's representative and the tenant's representative through the uses of the areas. The first area impacted will be the bordering wooded area, which will be cleared. Then the bore exit pit will be excavated, geotex will be installed with wood matting on top. It will take approximately 2 weeks to install the bore. Step 2 will be the bore across the Kelfied St, the contractor said that the bore would not block traffic coming into the property. The construction team said that they would have a better sense of the location of the borehole pit closer to the beginning of construction. The team expected this portion of the work on the property to last 2 weeks. The open pit phase would be the third phase. The crew said that they would endeavour to carry out some of the work on the property over the weekend to limit disruption to the property tenants and their delivery schedule. The crew and the landowner's representative and the tenant's representatives reviewed mapping and discussed how active the workspace would be and if they would impede</p>

Stakeholder	Date of Contact	Contact Type	Description
			<p>the property tenant's deliveries. The construction crew said that they could carry out their work while still allowing the deliveries to get through. The crew said that the open cut section could take up to 3 weeks to complete. The tenant's representative asked whether Imperial still expected to carry out their work in the summer of 2021. The construction team said that they anticipated being on the property in the second half of 2021. The tenant's representative said that construction in July and August would be a preferable timing for them.</p>
71-91 KELFIELD STREET INC.	October 27, 2020	Email	<p>The tenant emailed the agent saying that they had heard from the City of Toronto's representative who said that Imperial was supposed to have a 3 to 1 replacement policy for every tree removed. The landowner's representative said that based on the information provided by the city, they would need to update their tree estimate.</p>
71-91 KELFIELD STREET INC.	October 28, 2020	Email	<p>The agent responded to the landowner's representative's inquiry from October 27, 2020 about the 3-1 ratio of replacement trees. The agent said that they had passed on the landowner's representative's inquiry about tree compensation. The landowner's representative sent the agent further correspondence from the City of Toronto which said that Imperial would be compensating them for the trees they took down and would compensate the city for the remaining trees and that those remaining trees could be put up in other parts of the city.</p>
71-91 KELFIELD STREET INC.	October 29, 2020	Email	<p>The agent followed-up with the landowner's representative on their meeting from October 26, 2020 by sending the construction methodology planned for the property. The methodology showed construction working in 3 separate phases. Phase 1, the bore under highway 27; phase 2, the bore under Kelfield St; and phase 3, the open cut section across the property. The agent clarified some of the terminology about coming in side and going away side referring to the east side and west sides of the property.</p>

Stakeholder	Date of Contact	Contact Type	Description
71-91 KELFIELD STREET INC.	November 10, 2020	Email	The agent informed the landowner's representative that Imperial needs to perform some additional archaeological work on the property. There are two spots which need to be examined. The agent attached mapping, as well as a Borehole Agreement. The agent said that rather than test-pitting with a large crew digging holes, they would send a crew of two people with an auger. The work will drill down approximately 3 metres in order to take samples. The agent described the work as taking approximately half a day to complete. The agent wrote that there would be minimal equipment required, but it would include a pick up truck, a side by side, and an auger.
<b>APOSTOLIC CATHOLIC ASSYRIAN CHURCH OF THE EAST</b>			
APOSTOLIC CATHOLIC ASSYRIAN CHURCH OF THE EAST WTFN4072, PIN 074240120	February 24-March 12, 2020	Telephone and In Person	The agent contacted the landowner's representative to schedule a meeting to discuss the proposed easement as well as Borehole and Test Pit and Borehole Access Agreements. They met on March 12 <sup>th</sup> and walked the property and reviewed mapping to show the location of the new easement, temporary workspace, and borehole. The agent had previously introduced the project in 2018 to the landowner's representative, but the infrastructure requirements on the property had changed.
APOSTOLIC CATHOLIC ASSYRIAN CHURCH OF THE EAST	March 18, 2020	Telephone	The agent followed up with the landowner's representative about their review of the Borehole and Test Pit Agreement.
APOSTOLIC CATHOLIC ASSYRIAN CHURCH OF THE EAST	March 26, 2020	Telephone and Email	The agent followed up with the landowner's representative about their review of the Borehole and Test Pit Agreement. The agent sent the Grant of Easement and Temporary Workspace Lease Agreement templates for the landowner's representative to review.
APOSTOLIC CATHOLIC ASSYRIAN CHURCH OF THE EAST	March 30, 2020	Email	The agent contacted the landowner's representative to send them the Toronto and Region Conservation Authority Authorization form. The agent said Imperial needed the authorization signed in order to construct in proximity to conservation lands.
APOSTOLIC CATHOLIC ASSYRIAN CHURCH OF THE EAST	April 6-8, 2020	Telephone and Email	The agent followed up with the landowner's representative about their review of the Borehole and Test Pit Agreement. The landowner's representative signed and sent back the agreement on April 8 <sup>th</sup> .

Stakeholder	Date of Contact	Contact Type	Description
APOSTOLIC CATHOLIC ASSYRIAN CHURCH OF THE EAST	April 9, 2020	Telephone and Email	The agent sent the landowner's representative the Grant of Easement Agreement. The landowner's representative said the offer for the Agreement was fair. The agent recommended that the landowner's representative consult a lawyer about the Agreement.
APOSTOLIC CATHOLIC ASSYRIAN CHURCH OF THE EAST	April 13-14, 2020	Telephone and Email	The agent emailed the landowner's representative the Temporary Workspace Lease Agreement, the General Permitting Letter and the Distribution of Funds documents. The agent described each Agreement and its purpose. The landowner's representative called the agent to further discuss the Temporary Workspace Lease Agreement. The landowner's representative was concerned about the turning radius around the northeast corner of the parking area but said that because there were multiple entrances it wasn't a huge concern. The landowner's representative said they would be sending the various Agreements to their lawyer. The agent asked the landowner's representative to provide the agent with an estimate for the legal work.
APOSTOLIC CATHOLIC ASSYRIAN CHURCH OF THE EAST	April 22, 2020	Telephone	The agent phoned the landowner's representative to ask if they had received an estimate from their lawyer about how much their expenses would be for their legal review. The landowner's representative said they had not yet heard back from their lawyer nor did they expect to hear anything for approximately two weeks.
APOSTOLIC CATHOLIC ASSYRIAN CHURCH OF THE EAST	May 15, 2020	Telephone	The agent spoke with the landowner's representative concerning the review of the Temporary Workspace Lease Agreement and that Grant of Easement Agreement. The landowner's representative said that due to a family emergency they were unable to discuss the Agreements with them. The landowner's representative said they would speak with the Bishop during the week of May 19, 2020.
APOSTOLIC CATHOLIC ASSYRIAN CHURCH OF THE EAST	June 1, 2020	Telephone	The agent spoke with the landowner's representative concerning the review of the Temporary Workspace Lease Agreement and that Grant of Easement Agreement. The landowner's representative expressed concerns about the potential for environmental contamination. The agent responded by pointing out the sections that deal with that and told the landowner's representative to ask the lawyer and if they still had concerns to reach out.

<b>Stakeholder</b>	<b>Date of Contact</b>	<b>Contact Type</b>	<b>Description</b>
APOSTOLIC CATHOLIC ASSYRIAN CHURCH OF THE EAST	June 15, 2020	Telephone	The landowner's representative called the agent to ask how long construction would be occurring on the property. The agent said that Imperial would likely be on the property for multiple months. The landowner's representative asked about why the Temporary Workspace Lease Agreement ran for five years. The agent said that while the Agreement ran for five years Imperial anticipated that construction on the full line would only last approximately 14 months. Imperial would want to have the ability should issues arise to retain flexibility with their work schedule.
APOSTOLIC CATHOLIC ASSYRIAN CHURCH OF THE EAST	June 22-July 2, 2020	Telephone	The agent followed up with the landowner's representative about their review of the Temporary Workspace Lease or the Grant of Easement Agreements. The landowner's representative said that they had been told they could expect comments soon.
APOSTOLIC CATHOLIC ASSYRIAN CHURCH OF THE EAST	July 8, 2020	Telephone	The agent called the landowner's representative to discuss entry onto the property to photograph the area in anticipation of doing archaeological work. The landowner's representative said that this would be fine and that if anyone challenged their presence on the property they were to give the landowner's representative's name as well as the Bishop's permission. The landowner's representative asked the agent to send them an email requesting the moving forward with getting the Agreements signed and give an update on what Imperial could do in the event that the Agreements don't move forward quickly.
APOSTOLIC CATHOLIC ASSYRIAN CHURCH OF THE EAST	July 10, 2020	Telephone	The agent called the landowner's representative and explained in detail about Imperial beginning the expropriation process in order to maintain their timeline. The agent emphasized that Imperial's choice was to move forward with negotiation and settle amicably. The agent said that Imperial will be sending a formal letter the following week. The landowner's representative said that they would follow up with their lawyer in order to expedite getting comments from their team.
APOSTOLIC CATHOLIC ASSYRIAN CHURCH OF THE EAST	July 16, 2020	Email	The agent sent the landowner's representative Imperial's Expropriation Notification letter, which notified the landowner of potential expropriation and emphasized the desire for Imperial to come to a negotiated settlement with the landowner.

Stakeholder	Date of Contact	Contact Type	Description
APOSTOLIC CATHOLIC ASSYRIAN CHURCH OF THE EAST	July 17, 2020	Telephone	The landowner's representative called the agent to discuss the Temporary Workspace Lease Agreement and the Grant of Easement Agreement. The landowner's representative said that they had forwarded the Expropriation notification to the Bishop and to their lawyer. The landowner's representative said that their lawyer had been asked to contact the agent. The landowner's representative said that they were most concerned about the length of the lease. The agent went through the estimated amount of time that construction would last on the property and that Imperial would need extra time for reclamation but that the Temporary Workspace Lease Agreement would, in all likelihood, not last the entire 5 year term. The landowner's representative said that they were concerned about the turning radius in the corner of the parking lot. The landowner's representative said it might be possible to remove the landscaped concrete divider in the parking lot and this would give a better ability to turn. The agent said that if the landowner could get an estimate for this work they would put it into a Damage Release Agreement and would pay for the replacement of the landscaped concrete divider.
APOSTOLIC CATHOLIC ASSYRIAN CHURCH OF THE EAST	July 21, 2020	Telephone	The agent spoke with the landowner's lawyer about the property and the works that were scheduled for the property. The agent found that the landowner's lawyers were not working from the most up to date Temporary Workspace Lease Agreement and Grant of Easement Agreement. The agent and the landowner's lawyer reviewed the offer and the mapping. The landowner's lawyer asked how Imperial had come by the value. The agent said that an appraisal valuation of the property had been prepared. The landowner's lawyer asked for a copy of the appraisal. The agent said that they would send it. The landowner's lawyer said that the landowner was concerned about the amount of parking that they would lose. The agent said that the area amounted to five spaces. The landowner's lawyer said that the landowner needed to keep the driveway open and passable. The agent and the landowner's lawyer discussed the possibility of removing the landscaped concrete divider in order to allow for a wider turning radius. The agent said that they would need to get an estimate for this type of work and then they would include it in a Damage



Stakeholder	Date of Contact	Contact Type	Description
			Release Agreement. The landowner's lawyer said that the landowner was receptive to the offer. The landowner's lawyer requested a copy of the Agreements in Word form. The agent sent the property valuation and the Word version of the Agreements to the landowner's lawyer.
APOSTOLIC CATHOLIC ASSYRIAN CHURCH OF THE EAST	July 27, 2020	Telephone and Email	The landowner's lawyer sent the agent their redline copy of the Temporary Workspace Lease Agreement and the Grant of Easement Agreement for Imperial's review. The agent called the landowner's lawyer and said that they would send their changes to Imperial but said from their opinion, some of their changes might work better in a damage release or letter of understanding. The agent said that it wasn't likely that Imperial would agree to limit their work on the property to 6 months because Imperial would want to have the ability should issues arise to retain flexibility with their work schedule. The agent they would wait for a response from Imperial.
APOSTOLIC CATHOLIC ASSYRIAN CHURCH OF THE EAST	July 29, 2020	Email	The landowner's lawyer emailed the agent a second revision of the Temporary Workspace Lease Agreement. The agent responded that they would forward the revision to Imperial.
APOSTOLIC CATHOLIC ASSYRIAN CHURCH OF THE EAST	August 17, 2020	Email	The agent emailed the landowner's lawyer Imperial's legal response to their comments on the Temporary Workspace Lease Agreement and the Grant of Easement Agreement. The agent said that the response had come from Imperial legal. The agent said that Imperial was interested in the possibility of locating a valve site on the property. The agent said that they would like to discuss this with the landowner's lawyer further.

<b>Stakeholder</b>	<b>Date of Contact</b>	<b>Contact Type</b>	<b>Description</b>
APOSTOLIC CATHOLIC ASSYRIAN CHURCH OF THE EAST	August 25, 2020	Telephone	The agent phoned the landowner's lawyer to discuss Imperial's response to the landowner's lawyer's comments on the Temporary Workspace Lease Agreement and the Grant of Easement Agreement. The landowner's lawyer said that they were still in the process of trying to get quotes on tree replacement costs for the trees and shrubs that would be taken down due to the work on the property. The agent asked if the landowner's lawyer had learned whether the landscaped concrete divider would need to be removed. The landowner's lawyer said that they were not sure about this. The agent asked if the landowner's lawyer had spoken about the possibility of hosting a valve site. The agent said that the valve would give the landowner the ability to discuss fencing and screening possibilities for the site. The landowner's lawyer said that they would talk the landowner about these issues.
APOSTOLIC CATHOLIC ASSYRIAN CHURCH OF THE EAST	August 27, 2020	Telephone	The agent spoke with the landowner's representative about hosting a valve site on the property. The landowner's representative said that this and other questions with the negotiations should go through their lawyer. The landowner's representative said that once the Temporary Workspace Lease Agreement and the Grant of Easement Agreement were signed then the landowner's representative said that they would work with the agent on making sure construction went smoothly. The agent said that they would follow up with the landowner's lawyer.
APOSTOLIC CATHOLIC ASSYRIAN CHURCH OF THE EAST	September 1, 2020	Telephone	The agent called the landowner's lawyer and notified them that Imperial would be monumenting the easement and the Temporary Workspace as part of the Expropriation process during the week of September 7, 2020. The agent said that this in no way was meant to curtail the negotiations that were underway but was being done in order to maintain timelines. The landowner's lawyer said that this was not an issue that they were concerned about.

<b>Stakeholder</b>	<b>Date of Contact</b>	<b>Contact Type</b>	<b>Description</b>
APOSTOLIC CATHOLIC ASSYRIAN CHURCH OF THE EAST	September 3, 2020	Telephone	The agent phoned the landowner's lawyer to get an update on their comments to Imperial's response to their original comments on the Temporary Workspace Lease and the Grant of Easement Agreements. The landowner's lawyer said that they would forward their comments later in the day. In the Grant of Easement Agreement the lawyer requested further information about the language on hosting the valve site. The landowner's lawyer said that they would need to have the landowner compensated for 3 trees. The lawyer said that they had not heard back from the landowner about how they wanted the landscaped concrete divider dealt with. The agent said that they would forward these comments to Imperial.
APOSTOLIC CATHOLIC ASSYRIAN CHURCH OF THE EAST	September 4, 2020	Email	Imperial's legal counsel sent an email to the landowner's legal representative providing comments/revisions related to the Temporary Workspace Lease Agreement package and Grant of Easement Agreement
APOSTOLIC CATHOLIC ASSYRIAN CHURCH OF THE EAST	September 9, 2020	Email	The landowner's lawyer sent the agent an email regarding questions they have about the valve location, how Imperial would be compensating for trees, and the landowner's desire to not have their landscaped concrete divider removed. The landowner's lawyer confirmed the landowner is amenable to hosting a valve site on the property.
APOSTOLIC CATHOLIC ASSYRIAN CHURCH OF THE EAST	September 10, 2020	Email	The agent responded to the landowner's lawyer's questions regarding the valve location, including imagery showing the proposed valve location in the northeast corner of the property. The agent said that Imperial would be compensating for trees and that there would need to be a Damage Release for that. The agent acknowledged that the landowner did not want their landscaped concrete divider removed and the agent would make sure that it was in the construction notes that the landscaped concrete divider was to be protected. The agent notified the landowner's lawyer that Imperial would be sending out a team to carry out archaeological work on the property the week of September 14, 2020.

<b>Stakeholder</b>	<b>Date of Contact</b>	<b>Contact Type</b>	<b>Description</b>
APOSTOLIC CATHOLIC ASSYRIAN CHURCH OF THE EAST	September 4-10, 2020	Email and Mail	Imperial sent by registered mail, and the agent emailed the landowner's representative a Notice of Motion to Vary letter from the Ontario Energy Board saying that as a result of this Route Realignment their properties will be directly impacted by the Project and provided the dates that agreements for the Realignment were presented.
APOSTOLIC CATHOLIC ASSYRIAN CHURCH OF THE EAST	September 15, 2020	Telephone	The agent called the landowner's lawyer to say that Imperial would accept the changes requested in the Archaeological and Field Studies Agreement and confirmed Imperial could insert the Individual Ownership Plan mapping into the agreement. The landowner's lawyer said that the landowner was agreeable to hosting the valve, and they were waiting for Imperial's legal counsel to provide them with language for the valve in the Grant of Easement Agreement.
APOSTOLIC CATHOLIC ASSYRIAN CHURCH OF THE EAST	September 16, 2020	Email	Imperial's legal counsel sent an email to the landowner's legal representative providing comments/revisions related to the Temporary Workspace Lease Agreement package and Grant of Easement Agreement. They confirmed that all trees and bushes within the Temporary Workspace area would be removed, but nothing outside of that area would be affected. Imperial's legal counsel revised earlier language regarding the valve site to clearly specify the location. Imperial's legal counsel also addressed concerns about the cap on legal fees.
APOSTOLIC CATHOLIC ASSYRIAN CHURCH OF THE EAST	September 17, 2020	Email	Imperial's legal counsel received an email from the landowner's legal representative providing comments/revisions along with a revised Grant of Easement Agreement in response to Imperial's Legal Counsel's revisions related to the Temporary Workspace Lease Agreement package and Grant of Easement Agreement. Landowner's legal representative accepted proposed revisions to tree removal language, changed the valve site language, and agreed to follow up regarding legal fees after they talked to their client.

<b>Stakeholder</b>	<b>Date of Contact</b>	<b>Contact Type</b>	<b>Description</b>
APOSTOLIC CATHOLIC ASSYRIAN CHURCH OF THE EAST	September 18, 2020	Email	The agent emailed the landowner's lawyer to follow up on their discussion from September 15, 2020 where the agent told the landowner's lawyer that Imperial had accepted their proposed changes to the Archaeological and Field Studies Agreement. The agent asked the landowner's lawyer if they had informed the landowner about this acceptance and asked when Imperial could expect to have this agreement signed. The landowner's lawyer sent back the signed agreement to the agent and requested that the agent return the counter-signed agreement once it is executed.
APOSTOLIC CATHOLIC ASSYRIAN CHURCH OF THE EAST	September 19, 2020	Email	The agent emailed the countersigned Archaeological and Field Studies Agreement to the landowner's lawyer. The agent said that the archaeological crew would be entering the property to carry out their work on Monday September 21, 2020. The landowner's lawyer responded that they had no objections to the work starting on September 21, 2020.
APOSTOLIC CATHOLIC ASSYRIAN CHURCH OF THE EAST	October 8, 2020	Email	Imperial's legal counsel sent an email to the landowner's legal representative providing revisions to the Temporary Workspace Lease Agreement package, the Grant of Easement Agreement and legal fees. Imperial's legal counsel agreed to the changes made to the valve site language and let the landowner's legal representative know that the compensation for the easement will increase due to the valve area addition. Imperial's legal counsel also sent an updated Temporary Workspace Lease Agreement with an increased legal fee cap.
APOSTOLIC CATHOLIC ASSYRIAN CHURCH OF THE EAST	October 13, 2020	Email	Imperial's legal counsel received an email from the landowner's legal representative providing a response to the revised Temporary Workspace Lease Agreement and the Grant of Easement Agreement with reinsertion of initial language into the Grant of Easement agreement and a placeholder for the legal fee cap for the Temporary Workspace Lease Agreement.
APOSTOLIC CATHOLIC ASSYRIAN CHURCH OF THE EAST	October 15, 2020	Email	Imperial's legal counsel sent an email to the landowner's legal representative providing revisions and copies of the revised Temporary Workspace Lease Agreement and the Grant of Easement Agreement with minor changes. Imperial's legal counsel asked landowner's legal representative if they were okay to finalize the documents and send for execution.

<b>Stakeholder</b>	<b>Date of Contact</b>	<b>Contact Type</b>	<b>Description</b>
APOSTOLIC CATHOLIC ASSYRIAN CHURCH OF THE EAST	October 16, 2020	Email	Imperial's legal counsel received an email from the landowner's legal representative providing a response to the revised Temporary Workspace Lease Agreement and the Grant of Easement Agreement accepting the changes, subject to landowner's representatives having further comments.
APOSTOLIC CATHOLIC ASSYRIAN CHURCH OF THE EAST	November 2, 2020	Email	Imperial's legal counsel sent an email to the landowner's legal representative providing revisions and copies of the final Temporary Workspace Lease Agreement and the Grant of Easement Agreement for their execution.
<b>COWIE CAPITAL PARTNERS INC.</b>			
COWIE CAPITAL PARTNERS INC. WTFN4087, PIN 074240161 WTFN4089, PIN 074240160	February 21, 2020	In Person	<p>The agent met with the landowner's representative to discuss changes in the Project design. The agent said the Project was still before the Ontario Energy Board but Imperial expected their decision near the end of February 2020. The agent said they would be keeping the landowner's representative up to date on the progress and timing of construction. The agent said that due to the change away from the MTO land Imperial would need to come along Hydro One Networks Inc's (HONI) right of way next to the property and cross the landowner's driveway on WTFN4089 and would also need to use the driveway to access the temporary workspace on the HONI easement. The agent mentioned that the previous infrastructure on WTFN4087 is no longer required, also due to the same Realignment. The landowner's representative said they already had so many easements running across their driveway that one more would not make any difference. The agent said they would need to have an agreement that would allow Imperial to use the driveway as well. The landowner said they would prefer that Imperial use the other access road. The agent said they were using the northern entrance because of the temporary workspace on either side of the road. The agent said they would send the landowner's representative imagery showing the location of the temporary workspace. The agent said they expected that the Grant of Easement and Temporary Workspace Lease Agreements would take several more weeks to prepare.</p> <p>The agent had previously introduced the project in 2018 to the landowner's representative, but the infrastructure requirements on the properties had changed as a result of the route</p>

Stakeholder	Date of Contact	Contact Type	Description
COWIE CAPITAL PARTNERS INC.	February 24, 2020	Email	<p>realignment; WTFN4087 was no longer required, but an easement was now required on WTFN4089.</p> <p>The agent followed up with the landowner's representative's request about where the workspace in the area would be. The landowner's representative had preferred the access point further to the south but the agent said they required access to both sides of the Hydro One Networks Inc. easement. The agent sent a screenshot of the workspace in the area. The landowner's representative said they would like assurances that their access to their property will not be impeded or blocked by the work. The agent said Imperial had dealt with this issue on other properties and they would look into including language which would protect the landowner.</p>
COWIE CAPITAL PARTNERS INC.	March 16, 2020	In Person	<p>The agent delivered the Grant of Easement Agreement, Temporary Workspace Lease Agreement, and the Permit To Take Water Authorization at the landowner's representative's office. The landowner's representative contacted the agent by email later in the day with concerns about the Temporary Workspace term stating two years may be too long, damage to their asphalt, grass and trees, duration of the work, and assurances about not disrupting access. The agent responded stating most of these issues had been addressed by Imperial on other properties by using a letter of understanding. The agent said they would pass on the landowner's representative's concerns to Imperial and would see what language Imperial could suggest to mitigate the landowner's concerns.</p>
COWIE CAPITAL PARTNERS INC.	March 19, 2020	Email	<p>The agent received various geotech and hydro study reports relevant to the property that the landowner's representative had told the agent that they had. The landowner's representative said the landowner was currently away and would need to self-quarantine once they come back to the country so it would be a while before they had a chance to review the Temporary Workspace Lease Agreement with the landowner.</p>

<b>Stakeholder</b>	<b>Date of Contact</b>	<b>Contact Type</b>	<b>Description</b>
COWIE CAPITAL PARTNERS INC.	June 19, 2020	Email	The agent emailed the Grant of Easement Agreement along with the associated documents to the landowner's representative, indicating that due to a change in the routing Imperial no longer requires the road as part of the access and most of the workspace has been moved away from the road area. As a result, Imperial no longer requires an Access Agreement or a Temporary Workspace Agreement. Imperial is still seeking an easement across the road, but it is higher up on the road. The work will be done as a Horizontal Directional Drill so there won't be any disturbance to the road or to the landowner's access. The landowner's representative responded saying that they would review the documents and get back to the agent.
COWIE CAPITAL PARTNERS INC.	June 22, 2020	Email	The landowner's representative said that they wanted to make sure that Imperial was aware of the existing easements running across the property and that Imperial would be responsible for placing the easement so as not to conflict with other easements. The agent said that Imperial was aware of existing easements and was in the process of negotiating crossing agreements with other entities. The landowner's representative inquired about legal fee reimbursement and the agent responded that they would get back to the landowner's representative.
COWIE CAPITAL PARTNERS INC.	June 24, 2020	Email	The agent sent the landowner's representative by email a letter stating that they would pay up to a certain cap toward the review and execution of the Grant of Easement Agreement. The landowner's representative acknowledged the receipt of the letter and said that they would get back to the agent.
COWIE CAPITAL PARTNERS INC.	June 30-July 6, 2020	Email	The landowner's representative sent the agent their lawyer's initial comments from the Grant of Easement Agreement. The lawyer asked about an R-plan for the easement and why that wasn't included in the Agreement. The lawyer asked whether Imperial was asking for postponements to the easement from their mortgage. The landowner's representative said that it was premature to sign until the Teraview Document and the R plan are prepared. The landowner's representative said once those documents were provided they would send it over for signature.



Stakeholder	Date of Contact	Contact Type	Description
COWIE CAPITAL PARTNERS INC.	July 10, 2020	Telephone	<p>The agent called the landowner's representative and explained in detail about Imperial beginning the expropriation process in order to maintain their timeline. The agent emphasized that Imperial's preference was to move forward with negotiation and settle amicably. The agent said that Imperial will be sending a formal letter the following week. The landowner's representative said that they understood why they would want the timeline to be assured. The agent said that Imperial had responded to some of their lawyer's concerns. With regard to seeking a postponement on their mortgage the agent said that Imperial would be seeking a postponement and would prepare and deliver a simple document to the bank. The agent said that Imperial would be dealing directly with the bank. The agent said that Imperial was changing the route slightly across the property so the R-Plan would be several weeks before it could be provided as per the landowner's lawyer's request. The agent said that they should be able to get the Teraview Document in the next several days. The landowner's representative requested that the agent send them an email with Imperial's response about the postponement on title. The agent sent the email about Imperial seeking postponement on the mortgage.</p>
COWIE CAPITAL PARTNERS INC.	July 15, 2020	In Person	<p>The agent met with the landowner's representative to advise that messaging concerning expropriation would likely be sent later that day or the following day. The landowner's representative asked if Imperial needed to engage with their lender directly in order to get the postponement or whether the landowner's representative could provide it to them. The landowner's representative said that they had an excellent relationship with their lender and would prefer to engage with the lender directly themselves. The agent said that they would discuss the matter with Imperial.</p>
COWIE CAPITAL PARTNERS INC.	July 16, 2020	Email	<p>The agent sent the landowner's representative Imperial's Expropriation Notification letter, which notified the landowner of potential expropriation and emphasized the desire for Imperial to come to a negotiated settlement with the landowner.</p>

<b>Stakeholder</b>	<b>Date of Contact</b>	<b>Contact Type</b>	<b>Description</b>
COWIE CAPITAL PARTNERS INC.	September 1-2, 2020	Telephone and Email	The agent notified the landowner and left a message saying that Imperial would be sending a team to monument the proposed easement. The agent said that while this was a part of the expropriation process, Imperial remained committed to coming to an amicable settlement to the Grant of Easement Agreement. The landowner's representative responded that they had no objection to the monumenting.
COWIE CAPITAL PARTNERS INC.	September 4, 2020	Email	The agent sent the landowner's representative the draft R-plan by email for their records.
COWIE CAPITAL PARTNERS INC.	September 4-10, 2020	Email and Mail	Imperial sent by registered mail, and the agent emailed the landowner's representative a Notice of Motion to Vary letter from the Ontario Energy Board saying that as a result of this Route Realignment their properties will be directly impacted by the Project and provided the dates that agreements for the Realignment were presented.
COWIE CAPITAL PARTNERS INC.	October 1, 2020	Email	The agent emailed the revised Grant of Easement documents to the landowner's representative. The agent wrote that Imperial had accepted all of their lawyer's requested changes with the exception of Section 13 where their lawyer had requested that they retain the ability to request the removal of the pipe should be pipe be abandoned. The agent said that Imperial was unable to accept this request as Imperial is governed in that matter by the Ontario Energy Board and could only act on that with the OEB's permission. The landowner's representative acknowledged receipt of the documents and said that they would review the changes. The landowner's representative said that they would require Imperial's postponement documents to provide to their bank. The agent responded that they would follow up with Imperial about postponement documents.
COWIE CAPITAL PARTNERS INC.	October 20-21, 2020	Email	The agent received an email from the landowner's representative stating that they were prepared to sign but they would like to have the R-Plan settled and the postponement document completed first. The agent said that Imperial would be trying to get the postponement document out soon and may provide them the document without the R-Plan number so that they could engage with their lender in hopes of getting their issues settled.

<b>Stakeholder</b>	<b>Date of Contact</b>	<b>Contact Type</b>	<b>Description</b>
COWIE CAPITAL PARTNERS INC.	October 23, 2020	Email	The agent emailed the landowner's representative a revised copy of the Grant of Easement document which included the Postponement Document which the landowner's representative had requested. The agent noted that the Postponement Document had fields that would not be filled until the R-Plan is registered on the property. The agent said that the document should be sufficient for the landowner's representative to at least begin the conversation about the easement with their lender. The landowner's representative responded acknowledging the receipt of the documents.
COWIE CAPITAL PARTNERS INC.	October 30, 2020	Email	The agent followed up their email from October 23 to ask the landowner's representative if they had shown the documents to their lender and if so, was there any feedback? The landowner's representative responded that they were waiting for feedback from their lawyer, which they had yet to receive. The landowner's representative said they would follow up with their lawyer and let the agent know their response.
COWIE CAPITAL PARTNERS INC.	November 9, 2020	Email	The agent contacted the landowner's representative by email to ask about their progress with the Grant of Easement and whether they had received approval from their lawyer and their lender to sign the Grant of Easement. The landowner's representative responded that their team required the R-Plan to be registered so that all of the documents are complete prior to signing.
<b>BURNAC CORPORATION</b>			
BURNAC CORPORATION	April 1, 2020	Telephone and Email	The agent contacted the landowner's representatives first by attempting phone contact then by email and let them know that Imperial was sending teams to carry out environmental surveys and sweeps in the area of their property. The agent said that in the event they found a Toronto Hydro locate they knew was there it might be necessary to enter the property to follow the line in order to trace its route. There was no response from the landowner's representatives. Agent also informed landowner's representatives that due to a route realignment, their property was no longer directly affected.

<b>Stakeholder</b>	<b>Date of Contact</b>	<b>Contact Type</b>	<b>Description</b>
BURNAC CORPORATION	September 4-10, 2020	Email and Mail	Imperial sent by registered mail, and the agent emailed the landowner a Notice of Motion to Vary letter from the Ontario Energy Board saying that as a result of this Route Realignment their property is no longer directly impacted by the Project and thanking them for their support.
<b>401 AND DIXON PROPERTIES INC.</b>			
401 AND DIXON PROPERTIES INC. WTFN4092, PIN 074240153	January 28, 2020	In person	The agent attended the target parcel and met with the tenant's receptionist. The agent identified themselves as working on behalf of Imperial and said they had spoken with the tenant about the Project in the fall (2019). The agent asked the receptionist to let the tenant know that Imperial had changed their routing and would not be requiring temporary workspace or doing any construction beside the tenant's garage as a result. The agent left their card and invited the tenant to call them in order to discuss it further if they liked. The receptionist said they would pass on the message.
401 AND DIXON PROPERTIES INC.	September 4-10, 2020	Email	Imperial sent by registered mail, and the agent emailed the landowner a Notice of Motion to Vary letter from the Ontario Energy Board saying that as a result of this Route Realignment their property is no longer directly impacted by the Project and thanking them for their support.
<b>878617 ONTARIO LTD.</b>			
878617 ONTARIO LTD. WTFN4094, PIN 074240151	September 4-11, 2020	Telephone and Email	Imperial sent by registered mail, and the agent drove to the property and met one of the landowner's tenant who gave the agent the landowner's phone number. The agent called the landowner and said that they had a Notice of Motion to Vary letter that needed to be delivered from the Ontario Energy Board which officially advised them of the Route Realignment. The landowner provided their e-mail address and the agent emailed Notice of Motion to Vary letter from the Ontario Energy Board saying that as a result of this Route Realignment their property is no longer directly impacted by the Project and thanking them for their support.

Stakeholder	Date of Contact	Contact Type	Description
<b>KSD ENTERPRISES LTD.</b>			
KSD ENTERPRISES LTD. WTFN4117, PIN 074240134 WTFN4119, PIN 074240133	February 25-27, 2020	In Person and Telephone	The agent met with the landowner's representative to provide a project introduction to the landowner representatives. They reviewed the Individual Ownership Plan and looked at the number of parking spaces that were impacted. The landowner's representative expressed concerns about impacted parking spaces to their revenue as well as identified that the City of Toronto insisted there be an emergency access that runs along the east side of the parking area.
KSD ENTERPRISES LTD.	March 6-9, 2020	Email	The agent emailed the landowner's representative a digital copy of the Borehole Access Agreement. The landowner's representative indicated they would not be able to sign this agreement until they received an offer for the Easement and Temporary Workspace.
KSD ENTERPRISES LTD.	March 20, 2020	In Person	The agent met with the landowner's representative to discuss sweeps that needed to occur on the properties. The landowner's representative said the business had lost a lot of business due to the COVID-19 virus and their lot was exceptionally quiet as air travel had diminished. The landowner's representative gave Imperial permission to carry out the sweeps.
KSD ENTERPRISES LTD.	March 26, 2020	Email	The agent emailed a copy of Imperial's Temporary Workspace Lease Agreement template to the landowner's representative.
KSD ENTERPRISES LTD.	April 8-9, 2020	Telephone and Email	The agent sent the landowner's representative copies of the Temporary Workspace Lease Agreement and the Grant of Easement Agreement along with the other associated permits and releases. The landowner's representative said they had spoken with the landowner about the Project and given the amount of compensation it was not sufficient to restrict their ability to develop on the properties. The landowner's representative said the routing would need to more closely track the property lines in order to be acceptable.

<b>Stakeholder</b>	<b>Date of Contact</b>	<b>Contact Type</b>	<b>Description</b>
KSD ENTERPRISES LTD.	April 22 & 27, 2020	Email	The agent forwarded revised mapping for the easement area to the landowner's representative. The agent highlighted that the mapping showed the easement would hug the property line rather than moving diagonally across the properties. The landowner's representative said that in their opinion the revised route meant the line would not be an impediment for future development and that the compensation would now be the main concern.
KSD ENTERPRISES LTD.	April 30, 2020	Telephone	The agent called the landowner's representative to discuss the Borehole Access Agreement. The landowner's representative said their directive from the landowner was that they were not to sign any agreements independent of the Grant of Easement Agreement and the Temporary Workspace Lease Agreement. The landowner's representative said in their opinion, it would be multiple months until the landowners would be able to focus on the easement related issues, due to the current economic climate.
KSD ENTERPRISES LTD.	June 3-4, 2020	Telephone	The agent called and left a message for the landowner's representative concerning whether they had any comments regarding the Grant of Easement Agreement.
KSD ENTERPRISES LTD.	June 22-23, 2020	Email	The agent sent the Grant of Easement Agreement, the Individual Ownership Plan (IOP), the Temporary Workspace Lease Agreement and the associated documents to the landowner's representative for their review. The agent highlighted that the route had been changed to along the south side of the property and that the temporary workspace had also been reduced, which impacts fewer parking spaces. The landowner's representative said that the price would be checked by them against an offer they had received from an adjacent landowner to make sure that Imperial's offer was sufficient. The landowner's representative asked what the method of compensation would be for their loss of income on the properties. The agent agreed to get back to the landowner's representative about an offer for the damages.

Stakeholder	Date of Contact	Contact Type	Description
KSD ENTERPRISES LTD.	July 3, 2020	Email	<p>The landowner's representative called the agent and asked if they could provide them with a rough map showing the route crossing all of their properties, which the agent did. The landowner's representative confirmed that they had forwarded the emails to their ownership group and that they had engaged with legal representation for legal review. The landowner's representative said that they would like to request a meeting in the next 3 months to discuss the next possible steps. The agent requested the ability to carry out sweeps and archaeological test pitting work in the interim. The landowner's representative responded stating that they did not have the authority to authorize the entrance, but would inquire.</p>
KSD ENTERPRISES LTD.	July 8, 2020	Telephone	<p>The landowner's representative called the agent to discuss terms of the Grant of Easement and the Temporary Workspace Lease Agreements. The landowner's representative and agent discussed Imperial's offer in relation to the previous offer from adjacent landowner. They also discussed parking loss and fencing, and paving which the agent requested quotes for. The landowner's representative asked about the duration of the Agreement at 5 years. The agent said that the 5 years were inserted in case there were delays in the Project as could happen given the pandemic. The agent said that Imperial expected construction on the entire line to last 14 months. There would be reclamation after that, but the expectation was that the Agreement would not last 5 years.</p>
KSD ENTERPRISES LTD.	July 10, 2020	Telephone	<p>The agent called the landowner's representative to say that Imperial intended to send a letter stating that they were beginning the expropriation process. The landowner's representative said that, in their opinion, if the landowner received such a letter than all negotiations would be stopped and their legal team would take over and defend the properties. The landowner's representative said that, in their opinion, they were getting closer to having an ability to come to an agreement and said an agreement could be 4 -6 weeks away. The agent said that Imperial would emphasize in the letter that they wished the negotiations to continue along a parallel trajectory and would much prefer to settle amicably. The landowner's representative said that they were doing their due diligence to make sure that they could still</p>

Stakeholder	Date of Contact	Contact Type	Description
			<p>have the ability to build another hotel (which had been approved) on the properties with the pipeline running under the properties. The landowner's representative said that having the line go along the southern property boundary seemed to have protected their ability to develop on the properties. The landowner's representative said that if Imperial could review their offer and increase it, that would help the landowner come to an agreement.</p>
KSD ENTERPRISES LTD.	July 13, 2020	Telephone	<p>The landowner's representative called the agent to say that they had spoken with ownership over the weekend and it seemed like an agreement was possible within the next 10 days. The landowner's representative said that they thought that ownership would accept any offer that valued the land above a certain threshold. The landowner's representative said that they would send the agent a copy of the adjacent landowner offer. The landowner's representative said that their lawyer did not feel that there were many issues with the Temporary Workspace Lease Agreement as it seemed standard for the industry. The landowner's representative said that they would want to know that their electrical systems on the properties would be protected. The landowner's representative said that they were in the process of getting estimates for fencing which the landowner's representative said could be expensive. The agent said that Imperial just needed to see the estimates.</p>
KSD ENTERPRISES LTD.	July 14, 2020	Email	<p>The landowner's representative emailed the agent to ask about their ability to cross the pipeline and park on top of the easement. The landowner's representative said that they would pose the questions to Imperial and let the representative know.</p>
KSD ENTERPRISES LTD.	July 15, 2020	Telephone and Email	<p>The agent called the landowner's representative to discuss extra costs that may occur on the properties due to the Temporary Workspace Lease Agreement. The landowner's representative said that they were in the process of compiling those costs and they should be ready by the end of the week. The landowner's representative said that the major costs would be fencing as well as the electronics that control their parking gate at the south side of the property. The landowner's representative said that the wiring is quite complex. The landowner's representative provided their legal counsel's estimate.</p>



Stakeholder	Date of Contact	Contact Type	Description
KSD ENTERPRISES LTD.	July 24, 2020	Telephone and Email	The landowner's representative sent the agent their costs associated with the work on their properties. The landowner's representative listed costs as follows; legal costs, Urban planning for redesign of the property development due to the placement of the easement, Replacing fencing along property boundary, moving and replacing electronic parking installation, concrete island on which the installation stands, Moving Discount Car Rental yard with their electronic fencing, Repaving remains unquoted. The agent called the landowner's representative and suggested that they meet to walk the properties and look at the various facilities that would be affected. The agent and the landowner's representative agreed to meet on Monday July 27 <sup>th</sup> .
KSD ENTERPRISES LTD.	July 27, 2020	In Person	The agent met with the general manager of the properties to discuss costs associated with the Temporary Workspace Lease Agreement and the Grant of Easement Agreement. The agent and the general manager discussed the fence which was newly erected in 2018. The agent and the general manager looking at the Individual Ownership Plan determined that the fence would be impacted by the temporary workspace and it would need to come down. The general manager said that they would provide the invoice for the fencing of the properties to the agent. The agent and the landowner reviewed the hut with electrical work running underground to the metal arm barriers allowing access to the parking area. The hut and the barriers sit on cement islands. These islands would be impacted by construction and will need to be replaced. The general manager said that it needs to be determined if the electrical work running below surface from the hut to the metal access arms would be impacted. Rental car tenant parking area - the landowner has an ongoing lease with a rental car company and the lot is directly impacted by the easement and by the temporary workspace. The rental car lot is completely fenced and has an electrical gate. Both of these items will need to be relocated on the properties during construction and then put back once construction is finished. The general manager said that repaving remains to be determined but they will look into costs for that.

<b>Stakeholder</b>	<b>Date of Contact</b>	<b>Contact Type</b>	<b>Description</b>
KSD ENTERPRISES LTD.	August 5, 2020	Telephone	The agent and the landowner's representative discussed damage costs on the properties. The landowner's representative said that they hoped to have their costs all together early in the week of August 10 <sup>th</sup> .
KSD ENTERPRISES LTD.	August 17, 2020	Email	The agent emailed the landowner's representative to say that Imperial's team had assessed their needs for construction on the properties and had determined that they would not be impacting the gates or the concrete islands at the south end of the property. The agent said that the landowner's representative should get estimates for the repaving of the entire area used by the temporary workspace. The agent wrote that they still had not received word about whether there would be issues with crossing over the easement or parking on the easement.
KSD ENTERPRISES LTD.	August 21- September 9, 2020	Telephone	The agent called the landowner's representative various time to discuss the cost estimates of damage and required archaeology work.
KSD ENTERPRISES LTD.	September 4-10, 2020	Email and Mail	Imperial sent by registered mail, and the agent emailed the landowner's representative a Notice of Motion to Vary letter from the Ontario Energy Board saying that as a result of this Route Realignment their properties will be directly impacted by the Project and provided the dates that agreements for the Realignment were presented.
KSD ENTERPRISES LTD.	September 15, 2020	Email	The agent asked the landowner's representative if the archaeological crew could park their vehicles in their parking area. The landowner's representative said that this would be fine as long as there was no other work done on the paved area of the lot.
KSD ENTERPRISES LTD.	September 17, 2020	Email	The landowner's representative sent the agent their development plan for the properties. The sketch shows the landowner having a building on the site 9 metres away from the proposed pipeline easement. The agent responded thanking the landowner's representative for sending the plans over and said that they would forward the information to Imperial.

<b>Stakeholder</b>	<b>Date of Contact</b>	<b>Contact Type</b>	<b>Description</b>
KSD ENTERPRISES LTD.	September 23, 2020	Email	The agent emailed the landowner's representative to ask them if they had a more developed construction plan than the one which the landowner's representative had shared and if the landowner's representative knew whether the plan included pile driving. The landowner's representative said that at this point the plan for development belongs in the "could happen" file. The landowner's representative confirmed that the plan was before the city of Toronto but had moved beyond that point and they were not aware of whether pile driving would be involved.
KSD ENTERPRISES LTD.	September 24, 2020	Telephone	The agent called the landowner's representative to discuss monumenting easement and workspace area on the properties scheduled for the week of September 28 <sup>th</sup> .
KSD ENTERPRISES LTD.	September 25, 2020	Telephone	The landowner's representative called the agent to say that they had received an independent appraisal for the properties in response to Imperial's assessment of the property's value. The landowner's representative said that the valuation gave the properties a value significantly more than Imperial's assessment and higher than what Imperial had agreed to increase the offer to previously. The landowner's representative said that they knew that they had agreed to sign if Imperial could increase the offer but now Ownership felt that this valuation needed to be addressed and reflected in the easement value. The agent said that they would need to see the appraisal. The agent said that in the event that Imperial was prepared to acknowledge the report's value, it would probably only be addressed in the Grant of Easement payment and not in the Temporary Workspace Lease payment. The landowner's representative said that they did not think this would be an issue. The landowner's representative said that ownership would not necessarily need to see the easement payment correspond to the new appraisal's valuation but the offer would need to increase. The agent and the landowner's representative discussed Imperial's crew coming to the properties to monument the easement and the workspace. The landowner's representative said that as long as it was not going to interfere with the ability to drive across the parking area this would be fine.

Stakeholder	Date of Contact	Contact Type	Description
KSD ENTERPRISES LTD.	September 28, 2020	Email	The landowner's representative emailed the agent their new appraisal for the properties. The agent said that they would submit the appraisal for their review and consideration for an upward adjustment of the Grant of Easement offer.
KSD ENTERPRISES LTD.	October 1, 2020	Telephone	The agent and the landowner's representative discussed the landowner's repaving estimate. The agent said that they saw the paving footprint as being around 4300 square metres rather than the quote for 5500 square metres. The representative said that they had added an additional 2 metres to the north side in order to allow the paving to be nicely integrated. The agent asked if they could use the cost per square metre in order to calculate the repaving costs on WTFN4118 and the representative said that this would be fine. The landowner's representative said that this meant that they had all of their estimates for costs in and would wait for Imperial to provide all of the updated documents which would include an updated property valuation based on the appraisal that they had provided showing the value of the land at the appraised rate. The agent said that Imperial had increased the value from their original offer which was based on their own appraisal. The agent said that they had sent the landowner's new appraisal to Imperial's appraiser for an analysis. They would communicate Imperial's willingness to adjust their offer after this analysis was completed. The agent asked about legal comments and the landowner's representative said that the comments were negligible, and they were going to forward all of the updated costs to the landowner for their consideration.
KSD ENTERPRISES LTD.	October 5, 2020	Telephone and Email	The agent emailed the landowner's representative about their fencing costs in order to clarify what they were. The agent said that the estimate that they had was from 2018 when the fencing was installed. The landowner's representative called the agent and said that they had a quote for the fencing which they would send to the agent on October 6 when they were back in their office. The agent said that they would look forward to seeing the estimate.

Stakeholder	Date of Contact	Contact Type	Description
KSD ENTERPRISES LTD.	October 7, 2020	Telephone	The landowner's representative called the agent to discuss legal review comments regarding the Temporary Workspace Lease term and compensation. The agent reiterated the expected actual timeline of construction was significantly less than 5 years. They also discussed the fire route and the agent will take that to Imperial and get back to the landowner's representative.
KSD ENTERPRISES LTD.	October 14, 2020		The agent called and left a message for the landowner's representative asking them to call to discuss their paving release and set backs on their property. The landowner's representative called the agent back and they discussed the setback issue related to the landowner's planned build on the property. The agent said that normally Imperial would require a 20 metre setback but they were prepared to waive that but would want to be able to have a say over building methods. The agent said that they would be placing language in the easement agreement to reflect this. The landowner's representative said if this incurred greater costs then Imperial should absorb that cost. The agent said that they would encourage Imperial to provide this language to the landowner's lawyers. The agent and the landowner's representative discussed several items in their paving estimate which needed to be clarified. The agent asked about a charge for localize soft spot repair, the landowner's representative said that when repairs are being done areas of unsuitable granular base and subbase appear. With regard to money for testing allowance, the landowner's representative wrote that in order to warranty a job one must hire a third party company to do the supervisions of the proof role of existing granular and compaction test for the asphalt installation. As for the money for Miscellaneous repair the landowner's representative said that this was an estimate for other things that may come up. The agent said that they would go through the responses with Imperial and respond to the landowner's quote.

Stakeholder	Date of Contact	Contact Type	Description
KSD ENTERPRISES LTD.	October 23, 2020	Email	<p>The landowner's representative emailed the agent asking if a new reference plan will be created in connection with the registration of the easement and if so when will they see it. The landowner's representative asked about the status of the releases for repaving and fencing costs. The agent called the landowner's representative and said that there will be an R-Plan for the new easement. The R-plan was still in the draft phase but the agent said that they would share it once it becomes available. The agent said that there were a number of releases being prepared and in various stages of approval. The agent said that they were waiting for them all to be ready and send them over together rather than in a piecemeal fashion. The landowner's representative said that this would be fine. The landowner's representative said that they had received their lawyer's comments and were reviewing them. They would send them over early in the week of October 26.</p>
KSD ENTERPRISES LTD.	October 26, 2020	Email	<p>The landowner's representative contacted the agent with a concern about the depth and strength of the pipe as it crosses their entrance at the south end of the property. The landowner's representative requested that the pipe be constructed in a way that would not interfere with future needs for repaving or equipment crossing. The landowner's representative asked what the plan would be to access the property in the event that maintenance was required on the pipe in the property entrance way. The agent responded that they would submit the questions to Imperial for their review and added that most of the trenching area would have the pipe 4' underground although the pipe could be lower at the entrance due to the HDD which would go under the entrance. The agent said that in the event of maintenance the footprint was often quite small and they didn't think that the entire entrance would be blocked. Later in the day the landowner's representative sent over their legal comments. The agent responded that there were more questions than suggestions and asked if the lawyer would be able to provide some suggested language. The landowner's representative said that they would pass this on to their lawyer but it would cost Imperial more for the review.</p>

Stakeholder	Date of Contact	Contact Type	Description
KSD ENTERPRISES LTD.	October 27, 2020	Telephone	The landowner's representative called concerning the correspondence from the Ontario Energy Board regarding comments. The landowner's representative asked why they hadn't been informed earlier that they could submit comments to the Ontario Energy Board. The agent said that the notice had been sent out in order to request comments on the route and property impact. The agent said that Imperial had received a leave to construct in March. The Leave had been granted prior to the route realignment and the Ontario Energy Board was now inviting comments on this realignment. The landowner's representative said that this was not an ideal means of communication.
KSD ENTERPRISES LTD.	October 28, 2020	Email	The tenant's representative emailed the agent to say that they had not yet received any correspondence from Hydro regarding their ability to receive compensation for Imperial's work on the property. The agent responded that they would look into what happened to the letter that Hydro was supposed to send out in support of accepting payment.
KSD ENTERPRISES LTD.	November 10, 2020	Telephone	The agent phoned the landowner's representative to discuss their fencing invoice. The agent said Imperial had obtained separate costs to compare to their invoice. The agent said Imperial is in agreement with the paving estimates but the fencing estimate seemed high. The landowner's representative said that the estimate they provided was an update to a previous invoice they received for work that was completed on the property in 2018. The landowner's representative was interested in Imperial's contractor but said that the difference could be explained by the gates that were insisted on by Hydro on WTFN4118. The landowner's representative said that they had received news the previous evening from the landowner. The landowner had received a very aggressive offer to purchase a portion of the property from an adjacent landowner. The landowner's representative said they had been given until November 24 to accept the offer. The landowner's representative said that they had not revealed that Imperial had proposed the easement for the property but they would to the prospective buyer. The landowner's representative said that given the time it would take to sever the portion of the property that adjacent landowner was interested in the deal

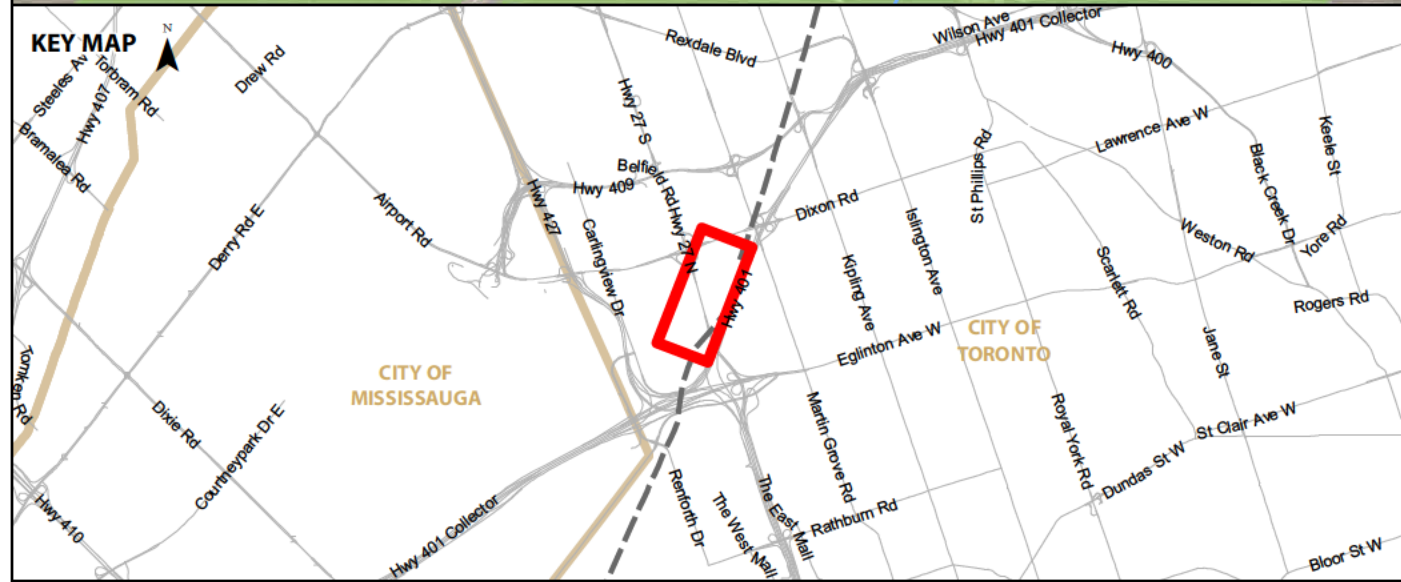
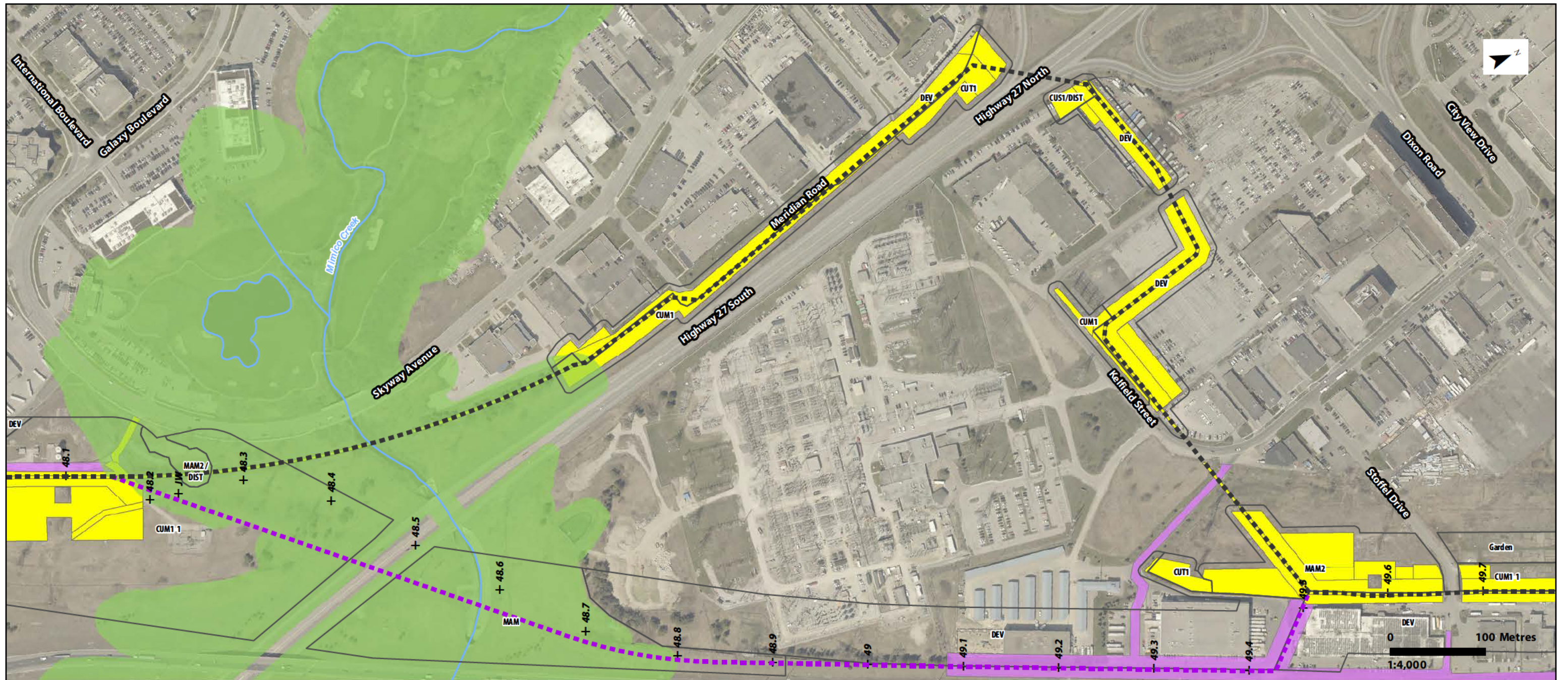
Stakeholder	Date of Contact	Contact Type	Description
			would not close soon. The landowner's representative asked whether there was any news about their legal comments, the agent said that Imperial was working on providing comments back shortly. The agent asked if the landowner's lawyer had provided any more comments. The landowner's representative said that they had not received any more comments.
<b>565991 ONTARIO LIMITED (now 2720898 Ontario Inc.)<sup>1</sup></b>			
565991 ONTARIO LIMITED (now 2720898 Ontario Inc.) <sup>2</sup> WTFN5533, PIN 074240152	September 4-11, 2020	In Person and Email	Imperial sent by registered mail, and the agent drove to the property and met the former landowner (565991 Ontario Limited). The former landowner informed the agent that they had sold the property earlier in the year. The former landowner said that they had received the Ontario Energy Board's Notice of Motion to Vary. The former landowner said that they had not forwarded the letter to the new landowner. The former landowner provided the agent with the new landowner's (2720898 Ontario Inc.) contact information. The agent emailed the landowner a Notice of Motion to Vary, a letter from the Ontario Energy Board saying that as a result of this Route Realignment their property is no longer directly impacted by the Project and thanking them for their support. The new landowner called the agent to discuss the project and confirm that Imperial would not be using the property. The agent said that the property was no longer needed for the project.

<sup>1</sup> As noted in the Affidavit of Service of Deborah Zufelt dated September 14, 2020 at paragraph 6, 2720898 Ontario Inc. is the current owner of WTFN5533. If the Realignment is approved, WTFN5533 will no longer be in the Project's route (i.e., it will be a formerly affected parcel).

<sup>2</sup> As noted in the Affidavit of Service of Deborah Zufelt dated September 14, 2020 at paragraph 6, 2720898 Ontario Inc. is the current owner of WTFN5533. If the Realignment is approved, WTFN5533 will no longer be in the Project's route (i.e., it will be a formerly affected parcel).



## **APPENDIX 2      ECOLOGICAL LAND CLASSIFICATION AND VEGETATION INVENTORY FOR THE ROUTE REALIGNMENT**



- ■ ■ New Proposed Pipeline Alignment
- New Proposed Construction Footprint
- ■ ■ Original Proposed Pipeline Alignment
- ■ ■ Original Proposed Construction Footprint
- Ecological Land Classification
- Ravine and Natural Feature Protection
- By-law Regulated Areas
- Watercourse
- Waterbody

- ELC Legend**
- CUM1, Mineral Cultural Meadow
  - CUM1-1, Dry - Moist Old Field Meadow
  - CUS1, Mineral Cultural Savanna
  - DIST, Disturbed
  - CUT1, Mineral Cultural Thicket
  - DEV, Development
  - MAM, Meadow Marsh
  - MAM2, Mineral Meadow Marsh

Imperial Waterdown to Finch Project

Figure 1  
Ecological Land  
Classification (Toronto)



Table - Plant List

FAMILY	LATIN NAME	COMMON NAME	COEFFICIENT OF CONSERVATISM	WETNESS INDEX	OWES WETLAND SPECIES	WEEDINESS INDEX	INVASIVE EXOTIC RANK <small>(Urban Forest Associates 2002)</small>	PROVINCIAL STATUS (S-RANK)	GLOBAL STATUS (G-RANK)	COSSARO (MNRF)	COSEWIC STATUS
Adoxaceae	Viburnum lentago	Nannyberry	4	0	T			S5	G5		
Adoxaceae	Viburnum opulus ssp. opulus	Cranberry Viburnum		-3				SNA	G5		
Anacardiaceae	Rhus aromatica var. aromatica	Fragrant Sumac	8	5		-1	4	S4	G5		
Anacardiaceae	Rhus typhina	Staghorn Sumac	1	3				S5	G5		
Apiaceae	Daucus carota	Wild Carrot		5				SNA	GNR		
Apocynaceae	Asclepias syriaca	Common Milkweed	0	5				S5	G5		
Apocynaceae	Vincetoxicum rossicum	European Swallowwort		5			1	SNA	GNR		
Asteraceae	Achillea millefolium	Common Yarrow		3				SNA	G5		
Asteraceae	Arctium lappa	Great Burdock		3				SNA	GNR		
Asteraceae	Bidens frondosa	Devil's Beggarticks	3	-3	I			S5	G5		
Asteraceae	Cirsium arvense	Canada Thistle		3			1	SNA	GNR		
Asteraceae	Cirsium vulgare	Bull Thistle		3				SNA	G5		
Asteraceae	Euthamia graminifolia	Grass-Leaved Goldenrod	2	0				S5	G5		
Asteraceae	Inula helenium	Elecampane		3	T		4	SNA	GNR		
Asteraceae	Leucanthemum vulgare	Oxeye Daisy		5				SNA	GNR		
Asteraceae	Solidago altissima var. altissima	Tall Goldenrod	1	3				S5	GNR		
Asteraceae	Symphotrichum ericoides var. ericoide	White Heath Aster	4	3				S5	G5T5		
Asteraceae	Symphotrichum novae-angliae	New England Aster	2	-3				S5	G5		
Asteraceae	Taraxacum officinale	Common Dandelion		3				SNA	G5		
Betulaceae	Ostrya virginiana	Eastern Hop-Hornbeam	4	3				S5	G5		
Brassicaceae	Alliaria petiolata	Garlic Mustard		0				SNA	G5		
Brassicaceae	Barbarea vulgaris	Bitter Wintercress		0			1	SNA	GNR		
Brassicaceae	Hesperis matronalis	Dame's Rocket		3			1	SNA	G4G5		
Caprifoliaceae	Dipsacus fullonum	Common Teasel		3			3	SNA	G7T?		
Caprifoliaceae	Lonicera tatarica	Tartarian Honeysuckle		3			1	SNA	GNR		
Caprifoliaceae	Lonicera x bella	Showy Fly Honeysuckle		3				HYB_e	GNR		
Convolvulaceae	Convolvulus arvensis	Field Bindweed		5			3	SNA	GNR		
Cornaceae	Cornus racemosa	Grey Dogwood	2	0	T			S5	G5?		
Cornaceae	Cornus sericea	Red-Osier Dogwood	2	-3	I*			S5	G5		
Cupressaceae	Juniperus virginiana var. virginiana	Eastern Red Cedar	4	3				S5	G5T		
Cupressaceae	Thuja occidentalis	Eastern White Cedar	4	-3	T			S5	G5		
Elaeagnaceae	Elaeagnus angustifolia	Russian Olive		3			3	SNA	GNR		
Fabaceae	Gleditsia triacanthos	Honey Locust	8	0				S2?	G5		
Fabaceae	Gymnocladus dioicus	Kentucky Coffee-Tree	6	3				S2	G5	THR	THR
Fabaceae	Medicago lupulina	Black Medick		3			4	SNA	GNR		
Fabaceae	Trifolium pratense	Red Clover		3			4	SNA	GNR		
Fabaceae	Unknown	Unknown									
Fabaceae	Vicia cracca	Tufted Vetch		5			2	SNA	GNR		
Fagaceae	Quercus rubra	Northern Red Oak	6	3				S5	G5		
Hypericaceae	Hypericum perforatum ssp. perforatum	Common St. John's-Wort		5			4	SNA	GNR		
Juglandaceae	Juglans nigra	Black Walnut	5	3				S4?	G5		
Juncaceae	Juncus dudleyi	Dudley's Rush	1	-3	T			S5	G5		
Lamiaceae	Lycopus europaeus	European Water-Horehound		-5	I			SNA	GNR		
Lamiaceae	Nepeta cataria	Catnip		3			4	SNA	GNR		
Lythraceae	Lythrum salicaria	Purple Loosestrife		-5	I		1	SNA	G5		
Malvaceae	Tilia americana	Basswood	4	3				S5	G5		
Onagraceae	Oenothera biennis	Common Evening Primrose		3				S5	G5		
Pinaceae	Larix laricina	Tamarack	7	-3	I			S5	G5		
Pinaceae	Picea abies	Norway Spruce		5				SNA	GNR		
Pinaceae	Picea glauca	White Spruce	6	3	T			S5	G5		
Plantaginaceae	Plantago lanceolata	English Plantain		3				SNA	G5		
Plantaginaceae	Plantago major	Common Plantain		3				SNA	G5		
Poaceae	Agrostis gigantea	Redtop		-3				SNA	G4G5		
Poaceae	Bromus inermis	Smooth Brome		5			4	SNA	G5TNR		
Poaceae	Dactylis glomerata	Orchard Grass		3			3	SNA	GNR		
Poaceae	Elymus repens	Quackgrass		3			3	SNA	GNR		
Poaceae	Phalaris arundinacea var. arundinacea	Reed Canary Grass	0	-3	T		P	S5	GNR		
Poaceae	Phragmites australis ssp. australis	European Reed		-3	T		1	SNA	G5T5		
Poaceae	Poa pratensis	Kentucky Bluegrass	0	3			2	S5	G5		
Polygonaceae	Rumex crispus	Curled Dock		0	T			SNA	GNR		
Ranunculaceae	Ranunculus sceleratus	Cursed Buttercup	2	-5	I			S5	G5		

Rhamnaceae	Rhamnus cathartica	European Buckthorn	0		T	-3	1	SNA	GNR
Rosaceae	Crataegus monogyna var. monogyna	English Hawthorn	3			-1	3	SNA	G5
Rosaceae	Crataegus sp.	Hawthorn							
Rosaceae	Fragaria virginiana	Wild Strawberry	2	3				S5	G5
Rosaceae	Geum sp.	Avens							
Rosaceae	Physocarpus opulifolius	Eastern Ninebark	5	-3	T			S5	G5
Rosaceae	Prunus virginiana var. virginiana	Chokecherry	2	3				S5	G5?
Rosaceae	Rosa sp.	Rose							
Rosaceae	Rubus odoratus	Purple-Flowering Raspberry	3	5				S5	G5
Rosaceae	Unknown	Unknown							
Salicaceae	Populus balsamifera	Balsam Poplar	4	-3	T			S5	G5
Salicaceae	Populus deltoides ssp. deltoides	Eastern Cottonwood	4	0	T			S5	G5?
Salicaceae	Salix x fragilis	Hybrid Crack Willow			T	-3	3	HYB_e	GNA
Sapindaceae	Acer platanoides	Norway Maple		5		-3	2	SNA	GNR
Scrophulariaceae	Verbascum thapsus ssp. thapsus	Common Mullein		5		-2		SNA	GNR
Typhaceae	Typha angustifolia	Narrow-Leaved Cattail		-5	I		P	SNA	G5
Vitaceae	Parthenocissus vitacea	Thicket Creeper	4	3				S5	G5
Vitaceae	Vitis riparia	Riverbank Grape	0	0				S5	G5

#### STATISTICS

##### Species Diversity

Total Number of Species:	79	
Native Species:	34	43%
Exotic Species:	40	51%
Unknown Species:	5	
S1-S3 Species:	2	32%
S4 Species:	2	31%
S5 Species:	30	37%