

Cassels

BY EMAIL AND RESS

January 29, 2026

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Ritchie Murray
Acting Registrar
Ontario Energy Board
Suite 2700, 2300 Yonge Street
P.O. Box 2319
Toronto, ON M4P 1E4

Dear Ritchie Murray,

**RE: Impala Canada Ltd. – Expropriation Application for the Impala Canada Ltd. Transmission Line, OEB File Number: EB-2025-0286
Impala Canada Ltd. Interrogatories to North Star Forestry Ltd.**

In accordance with Procedural Order 1, please find enclosed the interrogatories of Impala Canada Ltd. (“**Impala**”) to North Star Forestry Ltd. (“**North Star**”) in the above-noted proceeding.

An electronic copy of Impala’s interrogatories has been filed through the Ontario Energy Board’s Regulatory Electronic Submission System.

Sincerely,



Jeremy Barretto
Partner
Encl.

ONTARIO ENERGY BOARD

IN THE MATTER OF the Ontario Energy Board Act, 1998, S.O. 1998, c.15, Schedule B (the “**OEB Act**”);

AND IN THE MATTER OF section 99 (1) of the OEB Act;

AND IN THE MATTER OF an application by Impala Canada Ltd. for authority to expropriate land for the purpose of operating a transmission line to Impala Canada Ltd.’s mine.

IMPALA CANADA LTD. INTERROGATORIES TO NORTH STAR FORESTRY LTD.

JANUARY 29, 2026

Impala Canada Ltd. Interrogatories to North Star Forestry Ltd.
Impala Canada Ltd. Application for Authority to Expropriate Land Interests
EB-2025-0286
January 29, 2026

Impala-1

Ref: Affidavit of Daniel Hudnut, para. 2.

Preamble: North Star's evidence includes the following statement regarding Daniel Hudnut's expertise:

"I obtained a B.A. from Princeton University in 1986 and an M.F. in forest management and M.B.A from Yale University in 1993. I am a licensed forester in the States of Maine and Vermont and a Society of American Foresters Certified Forester. I was formerly a Certified General Appraiser in the State of Maine. I joined Wagner in 2001 and have served as its President since June 2020. My primary responsibilities as President include setting strategy and budget priorities, providing direction and support to the managers of our operating companies, communicating with our investors, and maintaining relations with key partners. Prior to taking on my current role, I was integrally involved in forest management planning, strategic dispositions, acquisitions, debt financings, and lease negotiation and administration. I maintain a role in overseeing these activities and in managing certain projects."

Question:

(a) Please provide details of Daniel Hudnut's specific expertise in assessing transmission line construction costs in Ontario.

Impala-2

Ref: Affidavit of Daniel Hudnut, para. 12(a)
Letter Agreement (Exhibit A to the Affidavit of Daniel Hudnut)
Impala Application, paras. 11-12
Transfers of Easement (Impala Application, PDF pp. 26-38)

Preamble: Impala's Application indicates that the Easements were granted in perpetuity. North Star's evidence, quoting the Letter Agreement of February 16, 1996, states that the Easements were granted "for an easement term of 25 years such term subject to renewal upon the mutual consent of both parties."

Question:

(a) Please confirm that the Transfers of Easement indicate that the Easements were transferred in perpetuity.

Impala-3

Ref: Affidavit of Daniel Hudnut, para. 14
Impala Executive Summary (Exhibit B to the Affidavit of Daniel Hudnut)

Preamble: North Star's evidence states that "the Mine has three large diesel power generators on site to provide power to essential services in the event of power outages."

Question:

(a) Please confirm that North Star's evidence is that the full operation of the mine, the care and maintenance of the mine, and the closure of the mine could be run exclusively on the existing three diesel generators.

Impala-4

Ref: Affidavit of Daniel Hudnut, paras. 16 and 18

Preamble: North Star's evidence includes the following statements:

"Impala's transmission line has now been occupying North Star's lands despite the expiry of the Transfers of Easement for almost two years." (para. 16)

"In October 2024, Impala first acknowledged that it needed to renew the Easement." (para. 18)

Questions:

(a) Please confirm when North Star became aware of the potential expiry of the Transfers of Easement.

(b) Please provide details and any documentation of communications between Impala and North Star regarding the potential expiry of the Transfers of Easement, including Impala's initial acknowledgement of same.

Impala-5

Ref: Affidavit of Daniel Hudnut, paras. 15 and 19

Preamble: North Star's evidence includes the following statements:

"The initial 25-year term under the Transfers of Easement expired on February 18, 2024. As described in greater detail below, the parties have never mutually consented to renewal." (para. 15)

"Given that some of the negotiations were conducted without prejudice, I have refrained from describing them in detail in this affidavit." (para. 19)

Questions:

- (a) Please provide detail and any documentation of all negotiations that are not covered by settlement privilege.
- (b) Please provide details and any documentation of communications between Impala and North Star regarding renewal of the Easements, or the potential that North Star would grant new easements to Impala.
- (c) Please provide a timeline and description of negotiations between Impala and North Star.
- (d) Please provide a list of terms to which Impala and North Star did not mutually agree.

Impala-6

Ref: Affidavit of Daniel Hudnut, para. 17.

Preamble: North Star's evidence includes the following statement:

"North Star has never interfered with Impala's access to the Easement or use of the transmission line. Rather, North Star has attempted in good faith to negotiate an extension of the Easement in accordance with the terms of the Letter Agreement."

Questions:

- (a) Please provide details and any documentation of communications between North Star and Impala, not covered by settlement privilege, that demonstrate North Star engaged in good faith negotiations with Impala.
- (b) Please provide details and any documentation of North Star's valuation methods for both temporary and permanent easements.
- (c) Please confirm whether, in the context of negotiations between North Star and Impala, North Star has ever threatened to demand that Impala vacate its property.
- (d) Please confirm whether North Star has ever denied Impala or its contractors access to the Easement lands.

Impala-7

Ref: Affidavit of Daniel Hudnut, paras. 18 and 20

Preamble: North Star's evidence includes the following statements:

"[A]s recently as September 11, 2025, North Star (via its counsel) offered Impala a temporary extension of the Easement and also advised that, to the extent Impala seeks a permanent easement, North Star remains open to negotiating an agreement on those terms... Shortly thereafter, Impala discontinued the negotiation and commenced this Application." (para. 18)

"Impala has never explained why the Easement must be extended on an 'indefinite' basis and has not made any offers since North Star's letter of September 11, 2025." (para. 20)

Questions:

- (a) Please confirm receipt of Impala's letter dated September 18, 2025, and provide a copy of same.
- (b) Please confirm the occurrence of meetings between counsel for Impala and North Star on September 25 and 30, 2025, and provide details and any documentation of same.
- (c) Please explain the basis for the statement that Impala discontinued negotiations and made no further offers after North Star's September 11, 2025, letter.

Impala-8

Ref: Impala Application, paras. 5 and 15
Affidavit of Daniel Hudnut, paras. 18-19
North Star Letter dated September 11, 2025 (Exhibit C to the Affidavit of Daniel Hudnut)

Preamble: In its application, Impala seeks the authority to expropriate a permanent easement. In negotiations with North Star, Impala proposed renewal of the Easements in perpetuity.

North Star's evidence states that, in its September 11, 2025, letter, it remained open to negotiating a permanent easement (para. 18). It then states that the core disagreement between the parties was whether the easement should be permanent or temporary (para. 19).

Questions:

- (a) Please provide details and any documentation confirming whether North Star was, at any point in the negotiations, open to a permanent easement.
- (b) Please explain the inconsistency between the statements in North Star's evidence that suggest (1) North Star was open to a permanent easement; and (2) the core disagreement between the parties was whether the easement should be permanent or temporary.

Impala-9

Ref: Affidavit of Daniel Hudnut, paras. 8 and 27.

Preamble: North Star's evidence includes the following statements:

"The Easement Lands are owned by North Star and have been owned by North Star since December 28, 2005, when they were acquired as part of North Star's purchase of the 480,000-acre 'Voyageur Tree Farm' timberland property from the prior owner, Abitibi-Consolidated Inc." (para. 8)

"In NorthStar's view, there is no need for any expropriation. Rather, the parties should negotiate any extension of the Easement on commercial terms in accordance with the Letter Agreement." (para. 27)

Questions:

(a) Please confirm whether North Star has engaged in negotiations or conversations with potential buyers for the Easement lands.

(b) If (a) is confirmed, please provide details and any documentation that relates to potential land transfers.

Impala-10

Ref: Affidavit of Daniel Hudnut, para. 26
Appendix M to the *2019 Amendment to the 2018 Mine Closure Plan for Lac des Iles Mine*
(Exhibit M to the Affidavit of Daniel Hudnut)

Preamble: North Star's evidence includes the following statements:

"The official closure plan for the Mine does not address close out of the transmission line. The *2019 Amendment to the 2018 Mine Closure Plan Lac des Iles Mine* prepared by CSL Environmental & Geotechnical Ltd. and submitted December 13, 2019 to the Director of Mine Rehabilitation of the Ontario Ministry of Energy, Northern Development and Mines on behalf of North American Palladium Ltd. makes only one mention of the transmission line, stating on page 5-15 that 'The transmission line is under an active land use permit.' It makes no reference to the Easements or the closure requirements from the Letter Agreement."

In support of these statements, North Star has attached Appendix M of the *2019 Amendment to the 2018 Mine Closure Plan for Lac des Iles Mine*.

Questions:

(a) In addition to Appendix M, please provide the remainder of the *2019 Amendment to the 2018 Mine Closure Plan for Lac des Iles Mine*.

(b) Please confirm whether the statement that “[t]he official closure plan for the Mine does not address close out of the transmission line” refers only to the contents of Appendix M, or to the entirety of the *2019 Amendment to the 2018 Mine Closure Plan for Lac des Iles Mine*.

(c) Please confirm that Table H.3 and Table J.3, both in Appendix M to the *2019 Amendment to the 2018 Mine Closure Plan for Lac des Iles Mine*, indicate a two-year period to decommission electrical infrastructure.

(d) Please confirm that the *2019 Amendment to the 2018 Mine Closure Plan for Lac des Iles Mine* references the transmission line in multiple places outside of Appendix M, including:

- Section 5.5.8: Other Surface Infrastructures; and
- Section 9.5: Infrastructure.

(e) Please confirm that the *2019 Amendment to the 2018 Mine Closure Plan for Lac des Iles Mine* addresses close-out of the transmission line.

Impala-11

Ref: Affidavit of Daniel Hudnut, paras. 12, 19, 26, and 30.
Letter Agreement (Exhibit A to the Affidavit of Daniel Hudnut)

Preamble: North Star’s evidence refers to the provision in the Letter Agreement that relates to close-out of the transmission line (para. 12):

“North American Palladium Ltd. will restore the land to a natural forested state once the proposed transmission line ceases to be used for the purpose of electrical transmission by North American Palladium Ltd., its assigns, successors, or Ontario Hydro; through natural regeneration, planting or seeding, at no cost to Abitibi-Price Inc.. All proposed silvicultural or vegetation prescriptions proposed for the right of way must be approved by Abitibi-Price Inc. North American Palladium Ltd. will also remove all non-wood transmission line structures; including, lines, transformers, hardware, structures, and render any land alterations to a natural state, at the discretion of Abitibi-Price Inc.”

North Star’s evidence also includes the following statements:

“I can advise that the amount of compensation has not been the ‘only issue outstanding’ or ‘core disagreement’ between the parties. In addition to compensation, the parties have differed on whether an extension should be temporary (as provided for in the Letter Agreement and in recognition of the announced closure of the Mine, discussed below) or permanent and, depending on whether the extension is temporary or permanent, what the appropriate compensation should be. Issues of decommissioning and restoration upon cessation of use also need to be discussed.” (para. 19)

“The official closure plan for the Mine does not address close out of the transmission line... It makes no reference to the Easements or the closure requirements from the Letter Agreement.” (para. 26)

“At any time that Impala elects to cease production, it should be required to comply with its contractual obligations in relation to the transmission line across Easement Lands pursuant to the Letter Agreement.” (para. 30)

Question:

(a) Please confirm that Impala’s decommissioning and restoration obligations with respect to the transmission line are triggered when the transmission line ceases to be used for the purpose of electrical transmission.