

RESS & EMAIL

February 12, 2026

Ontario Energy Board
P.O. Box 2319
2300 Yonge Street, 27th Floor
Toronto, ON M4P 1E4

Attention: Ritchie Murray, Acting Registrar

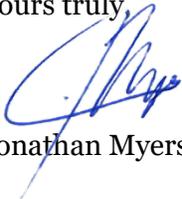
Dear Mr. Murray:

Re: Impala Canada Ltd. - Application for Leave to Expropriate (EB-2025-0286) – North Star Responses to Interrogatories from OEB Staff

We are legal counsel to North Star Forestry Ltd. (“North Star”), intervenor in the above-referenced proceeding. In accordance with Procedural Order No. 1, issued by the OEB on December 8, 2025, we are hereby filing North Star’s responses to interrogatories from OEB staff on North Star’s intervenor evidence.

A copy has been served on the applicant.

Yours truly,



Jonathan Myers

/JM

cc: Muhammad Yunus, OEB Case Manager
Michael Millar, OEB Counsel
Tim Hill, Impala Canada (Applicant)
Jeremy Barretto, Applicant’s Counsel
Chris Hunter, Torys LLP

- 1 c) Did Impala respond to North Star's letter of September 11, 2025? Have
2 negotiations between North Star and Impala continued subsequent to Impala
3 filing the Application?
4 d) The affidavit states that a permanent easement is not necessary. Absent a
5 permanent easement, what term of easement does North Star propose?
6

7 **RESPONSE:**

- 8 a) The reference to the easement as being "in perpetuity" and "for a term of 25 years" is
9 contained in the schedules of two transfers and grant of easements which were
10 registered on title to the North Star lands in 1999.
11

12 It is an established principle of contractual interpretation that contractual provisions
13 should be interpreted harmoniously in a manner that reconciles and gives effect to all of
14 its terms.¹ There are two potential interpretations here that give effect to that principle.
15 First, the contract created a framework for a perpetual agreement, but required periodic
16 *mutual* consent of the two parties to continue. Second, the limited provisions contained
17 in the registered transfers and grant of easements were intended to perform the basic
18 function of registering notice on title of the grantee's right to the easement so that third
19 parties would be aware of the grantee's easement. At the same time, this right and the
20 terms and conditions associated with it are fully set out in the detailed letter agreement
21 dated February 16, 1996 (the "1996 Letter Agreement"), which provides for a series of
22 covenants and obligations by the grantee in connection with the use of the easements,
23 including that the term of the easement will be for "25 years...subject to renewal upon
24 the mutual consent of both parties".
25

26 In either case, Impala's right to use the land cannot continue beyond a term of 25 years
27 without Impala obtaining North Star's consent. This interpretation also aligns with the
28 reality that a sophisticated grantor like Abitibi-Consolidated Inc. would not have agreed

¹ See, for example, *Argo Mezzanine Financing No 1 Ltd v Plaza 88 Development Ltd.*, 2025 BCCA 73 at para 75.

1 to the easement in the absence of the covenants and obligations as set out in the 1996
2 Letter Agreement.

3
4 b) No. The terms of the Easements have expired. However, the existing registered transfer
5 of grant of easement remains referenced on title to the North Star lands (referenced in
6 the legal description (thumbnail) of PIN 62329-0006 as F92791 and PIN 62326-0001 as
7 F92792).

8
9 c) Impala's legal counsel responded to the letter on September 18, 2025 by advising of
10 Impala's intention to file the Application. The parties have not engaged in any further
11 substantive negotiations since NorthStar's letter of September 11, 2025.

12
13 d) Absent a permanent easement, and for the reasons that follow, North Star would
14 propose an easement term extending no later than the end of 2029. Generally, the
15 appropriate term for a temporary easement would depend on Impala's intended use of
16 the site and should not extend materially beyond the period for which Impala has
17 documented land use control for the mine site and the remainder of the transmission
18 line (i.e. the portions of the line other than those on the North Star properties).

19
20 Table 3.1 (Page 3-1) of Impala's Closure Plan (a copy of which is provided in response
21 to Impala-10(a), below) presents a summary of the current land tenures, listing six
22 mining leases held by Impala. According to the table, four expire 8/31/27, and the other
23 two expire 9/30/27. Despite direct requests in our Interrogatories, Impala presented no
24 further information regarding its land rights in respect of the mine or the remainder of
25 the transmission line. Moreover, North Star has been told by the Ministry and Impala
26 that the Closure Plan has not been updated.

27
28 Impala has stated that it plans to cease commercial operations in summer 2027, but it
29 does not plan to advise the Ministry that it will be closing the mine at that point. North
30 Star's understanding is that Impala therefore plans to have the mine enter a 'state of
31 inactivity', from which it could theoretically resume commercial operations if market

1 conditions merit. This would allow Impala to defer closure activities (including
2 associated expenditures and actions to ameliorate environmental conditions) without
3 having any defined expectation of ever operating again.

4
5 In North Star's view, hypothetical future operations at the mine do not provide an
6 appropriate basis for requiring perpetual easement rights. Impala's Closure Plan
7 asserts that an active close out phase would require two years following the cessation
8 of commercial operations. With documented land use control set to expire in 2027,
9 shortly after the planned cessation of commercial activity, and two years required to
10 conduct the required active close out work on site, North Star would propose an
11 easement term concluding no later than the end of 2029.

12

