

Cassels

BY EMAIL AND RESS

March 16, 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. Reply Submission**

In accordance with the March 16, 2026 deadline established by Procedural Order 1, please find enclosed Impala Canada Ltd.'s reply submissions in the above-noted proceeding.

An electric copy of Impala's submissions has been filed through the Ontario Energy Board's Regulatory Electronic Submission System.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeremy Barretto', with a stylized flourish at the end.

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

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.

REPLY SUBMISSIONS REGARDING AUTHORITY TO EXPROPRIATE LAND INTERESTS

IMPALA CANADA LTD.

MARCH 16, 2026

A. Overview

1. On February 23, 2026, Impala Canada Ltd. (“**Impala**”) filed written submissions (“**Argument-in-Chief**”) in support of its application (“**Application**”) to expropriate permanent easements across two parcels of land owned by North Star Forestry Ltd. (“**North Star**”). These easements are required for the continuing operation of the existing transmission line (the “**Impala Line**”) that has serviced the Lac Des Iles Mine (the “**LDI Mine**”) for approximately 30 years.
2. Impala made two primary submissions in its Argument-in-Chief: (1) the Ontario Energy Board (the “**OEB**”) has jurisdiction under s. 99 of the *Ontario Energy Board Act* (the “**OEB Act**”)¹ to consider Impala’s Application and grant the requested relief; and (2) the proposed expropriation is in the public interest.
3. On March 5, 2026, North Star filed its intervenor submissions, opposing Impala’s Application (“**North Star’s Submissions**”). Impala provides this written reply (“**Reply**”) to North Star’s Submissions on four points.
4. First, North Star argues that the OEB does not have jurisdiction to grant the relief Impala seeks. As outlined in Impala’s Argument-in-Chief, ss. 99(1)1 and 2 of the *OEB Act* provide the OEB the jurisdiction to grant expropriation authority with respect to existing infrastructure like the Impala Line.
5. Second, North Star argues that the expropriation sought is not in the public interest. In making this submission, North Star errs in seeking to sever the benefits of the LDI Mine from the Impala Line and the expropriation required to maintain its operation. Further, despite North Star’s assertions that it sought to reach agreement with Impala, it rejected an offer worth 10 times the land value. Accordingly, expropriation of the easements sought by Impala is the only option to secure the local and national benefits from the LDI Mine. These benefits far outweigh any adverse impacts on North Star, as any losses incurred by North Star can be remedied through monetary compensation.
6. Third, North Star argues that a permanent easement is not necessary in these circumstances. However, North Star’s references to the cessation of commercial

¹ *Ontario Energy Board Act, 1998*, [SO 1998, c 15, Sch B](#) [“**OEB Act**”].

operations and the temporary nature of Impala's mining leases are not determinative of the life of the LDI Mine, or its need for power, and are based on a misapprehension of how mines are operated in Ontario.

7. Fourth, North Star's suggested conditions would limit the term of the easements sought to a finite period following cessation of commercial operations, which is inconsistent with Impala's federal and provincial environmental and safety obligations.
8. In this Reply, Impala has responded only to points raised by North Star that were not fully addressed in Impala's Argument-in-Chief, and omission of a direct response in this Reply does not indicate acceptance of, or agreement, with North Star's Submissions.

B. Reply to North Star's Submissions

a. The OEB has the Jurisdiction to Grant the Relief Sought

9. Impala relies on the fulsome statutory interpretation contained in its Argument-in-Chief but wishes to address four discrete points related to the OEB's jurisdiction that were raised in North Star's Submissions.

i. Impala's Reliance on s. 19(6) of the OEB Act

10. North Star suggests that Impala relies on s. 19(6) of the *OEB Act* to "create jurisdiction where none otherwise exists".² Impala rejects this framing of its argument and seeks to clarify its reliance on ss. 19 and 99 of the *OEB Act*.
11. Impala does not seek to extend s. 19(6) of the *OEB Act* beyond a plain reading of its effect: that the OEB has exclusive jurisdiction over matters in which jurisdiction is conferred on it through legislative enactment. Instead, Impala submits that the OEB has jurisdiction over the expropriation authority sought under s. 99 of the *OEB Act*.³

ii. Sections 99(1)1 and 2 of the OEB Act are Available to Impala

12. As a preliminary note, North Star seems to suggest that Impala is disentitled to make submissions on both ss. 99(1)1 and 2 given the framing of its Application.⁴ Impala notes that the OEB has jurisdiction to determine the issues before it and exercise the powers

² North Star Submissions, paras. 69-73.

³ See e.g., Impala Argument-in-Chief, paras. 23 to 63.

⁴ North Star Submissions, para. 42.

conferred upon it under either branch, whether or not the Application was made on the basis of a particular provision.⁵

13. As outlined in Impala’s Argument-in-Chief, it is open to the OEB to grant the relief sought under either of these subsections. In opposition, North Star offers a narrow, textual reading of these provisions, divorced from the greater statutory context⁶ and inconsistent with the modern principles of statutory interpretation.⁷ Impala relies on its Argument-in-Chief for the interpretation of ss. 99(1)1 and 2 but provides the following responses to North Star’s Submissions.
14. First, in the interpretation of the phrase “predecessor of this Part” in s. 99(1)1, Impala agrees with North Star’s characterization of the legislative gap that existed before the current version of the *OEB Act*: the prior version of the *OEB Act* did not provide for leave to construct a private transmission line, nor did other legislation. North Star’s submissions on the *Power Corporation Act*⁸ are not inconsistent with Impala’s argument that, because the Impala Line obtained all necessary approvals at the time it was built, it is eligible for expropriation authority today.
15. Second, North Star states that Impala’s submissions “ignore” the portion of s. 99(1)2 that requires an applicant intend to “construct, expand or reinforce” a transmission line.⁹ Impala directs the OEB to paras. 49 to 54 of its Argument-in-Chief, which detail why Impala’s intended work on the Impala Line falls within this definition.

iii. Expropriation is Available for Existing Infrastructure under the *OEB Act*

16. North Star argues that, with respect to expropriation, the *OEB Act* “does not treat existing transmission lines the same way as a planned but as-yet unbuilt lines.”¹⁰ In support of this argument, North Star states that, “section 99 is intended to be available only in respect of planned projects,” and “[o]nce the project is constructed or intended, section 99 is no

⁵ *OEB Act*, s. 19(4).

⁶ See e.g., North Star Submissions, paras. 46 and 54.

⁷ *Canada (Minister of Citizenship and Immigration) v. Vavilov*, 2019 SCC 65, at paras. 120-121.

⁸ North Star Submissions, paras. 53-55, citing the *Power Corporation Act*, [RSO 1990, c P.18](#).

⁹ North Star Submissions, para. 44.

¹⁰ North Star Submissions, para. 57.

longer available.”¹¹ These statements are plainly contradicted by the statutory scheme. For example, s. 99(1)1 allows for expropriation authority for a person who obtained leave and constructed a transmission line under predecessor legislation. Additionally, s. 92(2) provides that a relocation or reconstruction—with no expansion or reinforcement involved—requires leave “if the acquisition of additional land or authority to use additional land is necessary.” Once leave is obtained for this relocation or reconstruction, the line would be eligible for expropriation authority under s. 99. These sections indicate that the expropriation authority under s. 99(1) of the *OEB Act* is available to existing infrastructure, not just “planned projects”.

17. Further, North Star links its submissions on this point to the proposition that “[t]here is no ability with an existing line to modify the route or design or other aspects to avoid or mitigate impacts.”¹² If anything, the long-time existence of the Impala Line weighs in favour of the existing route: any environmental impacts of construction have already been inflicted, and re-locating the Impala Line would lead to unnecessary doubling of these impacts. In any event, the existing route across the two North Star properties was selected to avoid or mitigate impacts on Silver Falls Provincial Park and the Dog River Conservation Area, which abut the North Star properties at issue in this Application.¹³ Re-location of the Impala Line is not available in these circumstances.
18. North Star’s submissions raise the exact absurdity highlighted in Impala’s Argument-in-Chief: if the OEB did not have jurisdiction to decide Impala’s present Application, Impala would be forced to decommission the Impala Line, then apply for expropriation authority to re-construct along the exact same route given constraints imposed by the Dog River Conservation Area and Silver Falls Provincial Park.

iv. The Enbridge Decision is Analogous to Impala’s Application

19. North Star argues that OEB Decision and Order EB-2011-391 (the “**Enbridge Decision**”) does not assist Impala because of factual differences regarding the historical land rights.

¹¹ North Star Submissions, para. 58.

¹² North Star Submissions, para. 57.

¹³ Impala Response to OEB Staff Interrogatory 1(f), PDF p. 4.

20. Enbridge and Impala are in analogous situations: both own operational linear infrastructure and sought expropriation authority in relation to the existing route for this infrastructure. Critically, the relief sought by Impala is analogous to the relief granted to Enbridge. Though North Star suggests that Enbridge was in a more favourable situation given the land rights underlying the dispute, the *actual relief* granted to Enbridge was expropriation authority. The OEB declined to grant any declarations regarding Enbridge's rights and interests in the subject lands, indicating that any differences in Enbridge and Impala's interests in land should not impact the OEB's jurisdictional findings.
21. To clarify, Impala's position is not that the OEB should "ignore" the question of whether it has jurisdiction to grant the relief sought,¹⁴ but that the OEB should answer this question in the affirmative and proceed to the public interest determination, where North Star's concerns can be properly weighed and addressed. In distinguishing the Enbridge Decision from the current facts, North Star highlights the number of customers served by the Enbridge pipeline,¹⁵ reinforcing that its concerns are properly directed at the public interest test, not the OEB's jurisdiction.

b. The Expropriation is in the Public Interest

i. Clarification of the Test

22. North Star places much weight on the OEB's direction that "[t]he main issue in an expropriation proceeding is not whether the project itself is in the public interest but whether the specific expropriations requested are in the public interest".¹⁶ Impala does not dispute this proposition. However, North Star has overextended this statement to mean that the OEB is *precluded* from considering the public interest benefits of the LDI Mine. On this basis, North Star errs in suggesting that the economic benefits to the community are not relevant to the OEB's determination under s. 99(5).¹⁷
23. The expropriation sought cannot be separated from the LDI Mine. Without expropriation authority, Impala will be unable to supply power to the LDI Mine, impacting both the future

¹⁴ North Star Submissions, para. 63.

¹⁵ North Star Submissions, para. 66.

¹⁶ North Star Submissions, para. 85, citing OEB Filing Requirements, s. 4.5.1.

¹⁷ North Star Submissions, para. 89.

of commercial operations at the LDI Mine and Impala's ability to meet its indefinite federal and provincial environmental and safety obligations.

24. Where leave to construct a transmission line has been granted under s. 92 of the *OEB Act*, it may be redundant for the OEB to re-consider the public interest impacts of the end-user when faced with an expropriation application under s. 99. This was the case in the OEB's Decision and Order in EB-2019-0127: the OEB granted expropriation authority based, in part, on its prior determination regarding the public interest in the leave to construct proceedings.¹⁸ Conversely, where a proposed line is exempted from the leave to construct requirements, the use of power transmitted along the proposed line can weigh heavily in the OEB's determination under s. 99(5).
25. The latter case is clearly demonstrated by the OEB's Decision and Order in EB-2006-0352 (the "**Toyota Decision**"). In the Toyota Decision, described in further detail in Impala's Argument-in-Chief,¹⁹ the OEB accepted that the Toyota manufacturing facility would provide direct and indirect economic benefits, supporting its finding that the expropriation sought was in the public interest.²⁰
26. North Star seeks to distinguish the Toyota Decision on the basis that the benefits in that case were "forward-looking" and "long-term".²¹ In doing so, North Star acknowledges that, in the Toyota Decision, the economic benefits of the manufacturing facility were critical to the OEB's eventual decision to grant the expropriation authority sought.²²

ii. The Impala Line Could Service Other Customers

27. North Star refers to the Impala Line as an "unlicensed transmission line" and Impala as an "unlicensed transmitter".²³ These assertions are not strictly true. Impala holds a wholesaler

¹⁸ EB-2019-0127, OEB Decision and Order, corrected December 3, 2019. See also EB-2025-0130, OEB Decision and Order, dated September 4, 2025: in this case, the OEB granted Hydro One the expropriation authority sought, and noted that the OEB had already considered the interests of consumers and determined that the project itself was in the public interest.

¹⁹ Impala Argument-in-Chief, para. 66.

²⁰ EB-2006-0352, OEB Decision and Order, dated July 19, 2007, PDF p. 12.

²¹ North Star Submissions, paras. 92-93.

²² North Star Submissions, paras. 91-93.

²³ North Star Submissions, para. 102.

licence, which allows it to purchase electricity or ancillary services in the IESO-administered market as a consumer.²⁴

28. Impala understands North Star's argument to be that the Impala Line is ineligible for use by other parties because it is not currently licensed for this purpose. The fact that Impala is not currently licensed is not a barrier to future use of the Impala Line: Impala can apply for a licence under Part V of the *OEB Act* as necessary.
29. Further, Impala rejects North Star's attempts to negatively characterize Impala's relationships with local Indigenous governments. As Impala has indicated, communications with Indigenous governments are confidential and irrelevant to Impala's application.²⁵

iii. Monetary Compensation Can Remedy Impacts on North Star's Rights

30. North Star also asserts that its rights should "not be so lightly set aside."²⁶ Impala does not deny that the expropriation authority sought will impact North Star's interests, nor that North Star's interests must be balanced against the broader public interest. However, as the OEB has previously held:

"[T]he fact that a landowner may suffer some harm from an expropriation is not the relevant question (as there will almost always be some form of harm when a property owner loses some of his or her land rights). Rather, the question for the Board to determine is whether that harm can be remedied through 'practical solutions' or monetary compensation, or a combination of the two? If the answer to that question is affirmative then ordinarily harm to the landowner's interest will not, in and of itself, be an impediment to expropriation."²⁷

31. In this case, monetary compensation would be sufficient to address any harm to North Star's rights, as demonstrated by the negotiations between the parties.

iv. Negotiations Between Impala and North Star Failed

32. As part of its submissions on the application of s. 99, North Star asserts that Impala's application is "contrary to the public interest in holding parties to their contractual

²⁴ Impala Response to North Star Interrogatory 3(d), PDF p. 8.

²⁵ Impala Response to North Star Interrogatory 3(g), PDF p. 9.

²⁶ North Star Submissions, paras. 94-95.

²⁷ EB-2013-0268, OEB Decision and Order, dated May 1, 2014, PDF pp. 9-10.

bargains.”²⁸ North Star also makes other comments to this effect, suggesting that s. 99 should not be used to “gain leverage,”²⁹ and that the relief sought would “circumvent [the parties’] contractual bargain.”³⁰ In making these submissions, North Star appears to take issue with the concept of expropriation, generally, rather than its specific application to the Impala Line.

33. Before the breakdown in negotiations, Impala shared North Star’s stated desire for the parties to reach commercial agreement. Through negotiations with North Star and the course of this proceeding, Impala has clearly and consistently maintained that only a permanent easement is sufficient in light of its indefinite obligations regarding the LDI Mine. On this basis, Impala offered \$400,000 for a permanent easement, worth 10 times the land value.³¹ North Star’s statement that Impala “never responded substantively to North Star’s latest offer” and that the parties did not engage in “any further substantive negotiations” since North Star’s September 11, 2025 letter is disproved by the record before the OEB.³²
34. However, though Impala engaged in good faith negotiations, North Star’s exorbitant offers precluded productive discussions between the parties. As noted, North Star rejected Impala’s offer of 10 times the value of land value and responded with extortive counteroffers tied to the cost of building a new line.
35. Though North Star states that it offered an extension of the Easements “at a correspondingly reduced cost”,³³ the record demonstrates that North Star offered a short-term renewal until December 2029 for \$800,000 plus HST,³⁴ when the agreement between Abitibi-Price Inc. and North American Palladium Ltd. provided for a payment of \$38,625 for the initial 25-year term.³⁵

²⁸ North Star Submissions, para. 9.

²⁹ North Star Submissions, para. 58.

³⁰ North Star Submissions, para. 68.

³¹ Impala Response to North Star Interrogatory 2(a)c, Appendix B: September 18, 2025 Letter from Jeremy Barretto to Andy Gibbons, PDF p. 17.

³² North Star Submissions, para. 36. Impala Response to North Star Interrogatory 2(a)c, Appendix B: September 18, 2025 Letter from Jeremy Barretto to Andy Gibbons, PDF p. 17.

³³ North Star Submissions, para. 35.

³⁴ North Star Evidence, Tab C: September 11, 2025 Letter from Andy Gibbons to Jeremy Barretto, PDF pp. 28-29.

³⁵ Impala Application, Appendix 5: Easements, PDF p. 39.

36. North Star's offers—and rejection of Impala's counteroffers—are consistent with North Star's repeated anchoring to the cost of replacing the Impala Line with a new line, rather than a fair market value for the easements sought.³⁶ As outlined in Impala's Argument-in-Chief, relocating operational infrastructure is an inherently inefficient outcome. Moreover, there are no suitable alternative routes, so a new line is not possible.
37. Accordingly, despite Impala's best efforts, the parties were unable to reach agreement on the appropriate compensation for easements necessary for the operation of the Impala Line. These are the circumstances provided for under s. 99 of the *OEB Act*, and the proper operation of the *Expropriations Act* will ensure that North Star is fairly compensated.³⁷

c. The Permanent Easements Sought are the Minimum Interest Required

38. North Star argues that a permanent easement is not necessary for two reasons: (1) commercial production is currently scheduled to cease in summer 2027;³⁸ and (2) Impala does not have permanent rights to the LDI Mine site or the rest of the Impala Line lands.³⁹
39. The first point ignores the commercial realities of the LDI Mine: the timing of a potential cessation in commercial operations, either temporary or permanent, has not yet been determined because the long-term plan for the LDI Mine is dependent on global palladium prices. Impala has addressed this point in detail in its Argument-in-Chief and relies on those submissions.
40. The second point demonstrates a fundamental misapprehension of the way that mining leases work in Ontario. North Star appears to suggest that, because Impala's rights at the LDI Mine are "temporary mining leases", it is not appropriate to grant perpetual rights for the Impala Line. As detailed in Impala's Argument-in-Chief, the temporary nature of Impala's mining leases is a direct result of the statutory limit and does not determine the life of the mine.⁴⁰ Mining leases in Ontario are renewed whenever there has been production or reasonable efforts to bring the property into production,⁴¹ and the LDI Mine

³⁶ See e.g., North Star Response to Impala Interrogatory 1(a), PDF p. 3.

³⁷ *Expropriations Act*, [RSO 1990, c E.26](#).

³⁸ North Star Submissions, para. 99.

³⁹ North Star Submissions, para. 100.

⁴⁰ Impala Argument-in-Chief, para. 71.

⁴¹ *Mining Act*, [RSO 1990, c M.14](#), s. 81.

meets the statutory criteria for renewal. Moreover, instruments under the *Mining Act* come with obligations as well as rights: as Impala's leases are renewed, Impala's environmental compliance obligations will continue in perpetuity. Impala requires power along the Impala Line to meet these requirements.

d. The Conditions Proposed by North Star are Unworkable

41. Impala agrees with North Star that the terms of the easements should largely mirror the Letter Agreement,⁴² subject to clarifying that they will continue in perpetuity. However, for the reasons set out in this Reply and in Impala's Argument-in-Chief, the conditions proposed by North Star are insufficient for Impala to meet its provincial and federal environmental obligations.

42. In particular, Impala opposes the following condition sought by North Star:

This Easement is intended to enable the Impala Line to continue to transmit electricity to the Lac Des Iles Mine to support the ongoing commercial operation of the Mine and the active close out phase at the Mine after commercial operations cease. No other use of any kind by Easement Holder of the Easement rights or the Easement Property is permitted (nor may be authorized or permitted by Easement Holder). Any change in the intended use of the Impala Line shall cause this Easement to be terminated immediately. Any cessation of commercial operations at the Mine shall cause this Easement to terminate in three years.⁴³

43. As detailed above, Impala's environmental and safety obligations extend indefinitely along with its mining leases, so the three-year limit is inadequate, as are restrictions on use of the Impala Line.

44. Impala notes that the Letter Agreement provided for an easement to construct and maintain a transmission line to the LDI Mine but was not tied to commercial operations. Consistent with this provision, the expropriation authority Impala seeks is for an easement to erect, maintain, and operate a privately owned transmission line.⁴⁴ Should there be a time at which the Impala Line is no longer needed, then Impala will honour its obligations to decommission and restore North Star's land.

⁴² North Star Submissions, para. 108.

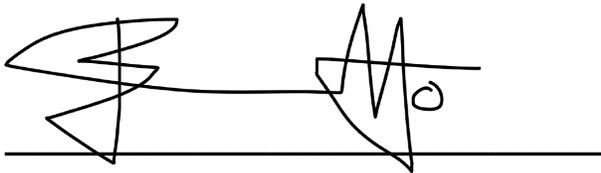
⁴³ North Star Submissions, Appendix A, condition i).

⁴⁴ Impala Application, Appendix 1.

C. Conclusion

45. Impala submits that the OEB has jurisdiction under s. 99 of the *OEB Act* to grant the expropriation authority sought. Impala also submits that the expropriation is in the public interest, and that the interests it seeks in North Star's land are the minimum interests necessary.
46. For the reasons indicated above, and for the reasons in Impala's Argument-in-Chief, Impala requests that the OEB grant Impala the authority to expropriate the interests sought, and any other relief the OEB deems necessary.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 16th day of March, 2026.

A handwritten signature in black ink, consisting of several loops and a horizontal line extending to the right, positioned above a solid horizontal line.

COUNSEL FOR IMPALA CANADA LTD.