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Brantford

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

HYDRO ONE NETWORKS INC.

Plaintiff

- and -

**THE HAUDENOSAUNEE CONFEDERACY CHIEFS COUNCIL,
HAUDENOSAUNEE DEVELOPMENT INSTITUTE, TODD WILLIAMS
COLIN MARTIN, RHONDA MARTIN, HAYLEY DOXTATOR, JILL
STYRES, JOHN STYRES, MATT MYKE, JAQUELINE HOUSE, JOLEEN
BOMBERRY, RYAN BURNHAM, TOM KEEFER, COLLEEN DAVIS,
KYLE HARRIS, BOBBY JO JOHNSON, JOLEEN JOHNSON, GARY
JOHNSON, JOHN DOE, JANE DOE, and persons unknown**

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANTS

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the Plaintiff's lawyer and file it, with proof of service, in this court office, **WITHIN TWENTY DAYS** after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date: July 5, 2019

Local Registrar

Address of Court Office:
70 Wellington St, Brantford, ON N3T
2L9

**TO: THE HAUDENOSAUNEE CONFEDERACY CHIEFS COUNCIL and
HAUDENOSAUNEE DEVELOPMENT INSTITUTE**

c/o R. Aaron Detlor
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Ohsweken, Ontario
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AND TO: TODD WILLIAMS, COLIN MARTIN, RHONDA MARTIN, HAYLEY DOXTATOR, JILL STYRES, JOHN STYRES, MATT MYKE, JAQUELINE HOUSE, JOLEEN BOMBERRY, RYAN BURNHAM, TOM KEEFER, COLLEEN DAVIS, KYLE HARRIS, BOBBY JO JOHNSON, JOLEEN JOHNSON, GARY JOHNSON, JOHN DOE, JANE DOE, and persons unknown

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Gary Johnson
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Ohsweken, ON R2
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CLAIM

1. The Plaintiff claims against the Defendants for:
 - (a) an interim, interlocutory and permanent injunction restraining and enjoining the Defendants from directly or indirectly, by any means whatsoever:
 - (i) Trespassing on (i) lands owned by Hydro One and/or lands over which Hydro One has a statutory or common law easement (“**Hydro One lands**”); and (ii) specifically, the 76 kilometer double circuit 230 kilovolt transmission line between the Allanburg Transformer Station in Niagara and the Middleport Transformer Station, in Hamilton as depicted in the map attached as **Schedule “A”** (the “**NRP Line**”); and (iii) specifically, the Hydro One lands on which the transmission corridor between Tower 248 (east of the Caledonia Transformer Station near Grand River) to Tower 285 (northwest of the Caledonia Transformer Station) are located, as depicted in the map attached as **Schedule “B”** (the “**NRP Work Sites**”); and (iv) more specifically, the parcel legally described as PT LT 1-2 RANGE WEST OF PLANK RD ONEIDA AS IN HC266364 (SCHEDULE S, S-1, S-3) E OF CNR & SW OF HWY 6 (NEW); S/T HC117452E, HC270591; HALDIMAND COUNTY being PIN: 381660035 (LT) as depicted in the map attached as **Schedule “C”** (the “**NRP Site**”);
 - (ii) physically preventing, impeding, restricting or in any way physically interfering with, or counselling others to impede, restrict or in any way physically interfere with, the Plaintiff’s carrying on of its business, alone, and in conjunction with the Niagara Reinforcement Limited Partnership (“**NRP LP**”), AECON Group Inc. (“**AECON**”), Six Nations of the Grand

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River Development Corp. (“**Six Nations Dev. Corp.**”), A6N (a joint venture between AECON Group Inc. and Six Nations Dev. Corp.), Thirau Inc. (“**Thirau**”) and any other agents thereof, and in particular its right to the Hydro One lands, the NRP Line, the NRP Work Sites and the NRP Site;

- (iii) physically preventing, impeding, restricting or in any way physically interfering with, or counselling others to prevent, impede, restrict or in any way physically interfere with the transport or removal of any objects to or from the Hydro One lands, the NRP Line, the NRP Work Sites and the NRP Site or the maintenance, reconstruction, construction, or alteration of the Hydro One lands, the NRP Line, the NRP Work Sites and the NRP Site;
- (iv) threatening or intimidating the employees, servants, agents or other persons having business with the Plaintiff, its contractors, subcontractors, and its consultants and in particular, NRP LP, AECON, Six Nations Dev. Corp., A6N and/or Thirau;
- (v) physically interfering with or counselling others to physically interfere with the performance by the Plaintiff’s contractors, subcontractors and consultants, and in particular, NRP LP, AECON, Six Nations Dev. Corp., A6N and/or Thirau, of their contractual relations with the Plaintiff, its related companies, employees, servants, agents or other persons having business with the Plaintiff;
- (vi) creating a nuisance by physically obstructing the Plaintiffs, its contractors, subcontractors and consultants and any of their employees, servants, agents or other persons having business with them from carrying on their operations and activities.

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- (b) damages, including special damages and punitive damages, for:
 - (i) trespass;
 - (ii) intimidation;
 - (iii) interference with contractual relations;
 - (iv) interference with economic relations;
 - (v) nuisance;
- (c) prejudgment and post-judgment interest pursuant to the *Courts of Justice Act*, R.S.O. 1990, c. C. 43, as amended;
- (d) costs on a full indemnity basis; and
- (e) such further and other relief as this Honourable Court deems just.

The Parties

2. The plaintiff, Hydro One, is a corporation incorporated pursuant to the *Business Corporations Act*, R.S.O. 1990, c. B.16, as amended. Hydro One is Ontario's largest electricity transmission and distribution service provider.

3. Hydro One has been working with a partnership of the Six Nations of the Grand River ("**Six Nations**") and Mississaugas of the Credit First Nation ("**Mississaugas**") referred to as Six Nations Dev. Corp. on the NRP Site, as defined in more detail below.

4. The defendant, The Haudenosaunee Confederacy Chiefs Council (the "**HCCC**"), is a traditional confederacy, made up of the Mohawks, Oneidas, Onondagas, Cayugas, and Senecas.

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Its stated purpose is to represent the hereditary governance of the Haudenosaunee Confederacy or Six Nations “Iroquois” Confederacy (the “**Confederacy**”).

5. The defendant, Haudenosaunee Development Institute (“**HDI**”), is a branch or department of the HCCC charged with the development of lands within the HCCC’s jurisdiction.

6. The personal defendants, Todd Williams, Colin Martin, Rhonda Martin, Hayley Doxtator, Joleen Bomberry, John Styres, Matt Myke, Jaqueline House, Tom Keefer, Colleen Davis, Kyle Harris, Bobby Jo Johnson, Ryan Burnham, Joleen Johnson and Gary Johnson (collectively, the “**Personal Defendants**”) are individuals who are either members of the Confederacy or who are employees, representatives or agents of the HCCC or HDI. The true identities and proper names of each of “John Doe” and “Jane Doe” are currently unknown to Hydro One, but the proper names will be inserted by way of amendment once the true identities and the proper names of those individuals become known to Hydro One.

7. The defendants, acting both individually and in concert, have a long history of organizing blockades, causing public disruption, breaching court orders and interfering with both the development of land and with the maintenance, repair, construction and operation of utilities as a tactic to negotiate compensation and other benefits to members of the Confederacy.

The Niagara Reinforcement Project

8. As set out in more detail below, in relation to the NRP, the defendants have a history of trespassing on the NRP Site and preventing work on the NRP from taking place.

9. In October of 2004, Hydro One applied to the Ontario Energy Board (the “**OEB**”) to build and operate transmission facilities in the Niagara Region required to alleviate transmission constraints at the Queenstown Flow West transmission interface. At an estimated cost of \$116 million, the project, known as the Niagara Reinforcement Project (the “**NRP**” or the “**Project**”), includes the construction of a 76 kilometre double circuit 230 kilovolt transmission line between

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the Allanburg Transformer Station in Niagara and the Middleport Transformer Station in Hamilton.

10. The original planned in-service date for the NRP was the summer of 2007. In the summer of 2006, an unforeseen land claim dispute between First Nations and the Province of Ontario resulted in the project being put on hold Ontario (the “**Caledonia Dispute**”). While the majority of the line had been completed by this time, the disruption did not allow a section of the line near Caledonia to be completed and the line could not be put in-service.

11. As a result of the Caledonia Dispute, the completion of the Project was stalled for approximately ten years. During that time, Hydro One worked with the two neighbouring First Nations who were closest in proximity to the NRP in an attempt to resolve outstanding issues and disputes so that Hydro One contractors could recommence and complete construction of the NRP. As part of those efforts, Hydro One and its agents continued to engage with two First Nations, the Six Nations and Mississaugas, as well as HCCC.

12. With respect to the HCCC, Hydro One continued to meet and exchange correspondence with them regarding a path forward for the NRP as well as other Hydro One projects. A number of meetings and discussions took place between HCCC and Hydro One (particularly in 2007, 2012 and 2013) in an attempt to address any and all concerns that the HCCC had.

13. As discussed in further detail below, the NRP was restarted in summer 2018 with planned completion in summer 2019. The Project was ahead of schedule and completion was forecast for around March 1, 2019. However, work was stopped in January 2019 as a result of interference with the project by the HCCC.

14. Consultations in 2018 led to the negotiation and execution of an Implementation Agreement (the “**Partnership Agreement**”) in August 2018 with the Six Nations Dev. Corp., a wholly owned subsidiary of the Six Nations, Mississaugas, and Hydro One. Pursuant to the

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Partnership Agreement, Hydro One established the NRLP, between Six Nations Dev. Corp. as limited partner and a new Hydro One entity as general partner.

15. The Partnership Agreement contemplated that the long-delayed NRP would proceed by way of a mutually beneficial venture that would result in significant local employment, training and investments in community infrastructure. Accordingly, it was agreed that:

- (a) each of Six Nations Dev. Corp. and Mississaugas would participate as investors and partners in the Project through a limited partnership structure with a substantial equity interest therein; and
- (b) that the parties target September 1, 2019 for completion of the project.

16. The community consultations underlying the Partnership Agreement and related agreements took place over the course of ten weeks in 2018, and were led by representatives of the Six Nations in conjunction with Hydro One. The HCCC was invited on a number of occasions to participate in negotiations with the other signatories to the Partnership Agreement during that period, however, they declined to participate.

17. In addition to the Partnership Agreement, in May 2018, Six Nations and Six Nations Dev. Corp. entered into a contract with the Ontario Ministry of Energy with respect to the NRP (the “**Ministry Agreement**”). The Ministry had agreed that they would set aside up to 300 megawatts of renewable energy capacity for Six Nations Dev. Corp. for new projects on Six Nations lands, provided that the NRP was “in-service” by September 1, 2019.

18. In the summer of 2018, in order to complete the Project, Hydro One contracted with A6N, a joint venture between AECON Group Inc. and Six Nations Dev. Corp. (“**A6N**”) to complete the outstanding work on the NRP (the “**Outstanding Work**”):

- (c) to “string” 8.5 kilometres of a 230 kV transmission line from Tower #248 (east of the Caledonia Transformer Station near Grand River) to Tower #285 (northwest

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of the Caledonia Transformer Station), which represented approximately ten percent of the entire Project;

- (d) to install twenty-one structures from the Caledonia Transformer Station Towers 266 A and B to Tower #282 to remedy extensive vandalism that had occurred over the previous years;
- (e) to erect two (2) 3-pole structures and an air brake switch and to connect it to the existing 115 kV transmission line at Caledonia Junction, which would act as an emergency supply to the Dunnville Transformer Station;
- (f) to repair and reinforce various access roads to certain towers and transformer stations within the Project;
- (g) to increase the height of a transmission tower as a consequence of an intervening change in the applicable clearance standards; and
- (h) to remove and “re-string” conductors and shield wires in the incomplete section from Tower #248 to Tower #253.

19. At the time the Hydro One/A6N contract was entered into, Hydro One expected that the Project would be substantially completed by February 28, 2019. HONI selected A6N to complete the work in part because it hoped that A6N would be in the best position from an Indigenous relations perspective to ensure that the Outstanding Work was finally completed.

NRP Work Resumes in 2019

20. Work resumed on the NRP in the summer of 2018 by A6N and its subcontractor, Thirau.

21. On January 17, 2019, representatives of the HCCC, including two men who identified themselves as the Defendants, Todd Williams and Colin Martin, trespassed on Hydro One property at the NRP Site while Rob Fournier, at that time Thirau Foreman, and his crew were there completing NRP work. The HCCC representatives blocked the access roads and

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construction site where Outstanding Work was being undertaken and demanded to meet with Hydro One leadership. At that time, HCCC's representatives advised that if their demands were not met over that weekend, they would cause the Outstanding Work to be stopped immediately.

22. Between January 17 and January 21, 2019, discussions between Hydro One, A6N and HCCC took place with respect to completing the Outstanding Work without interference by HCCC.

23. During that time, HCCC advised that work on the NRP could only continue if the "Engagement Agreement" was executed between HCCC and Hydro One. HCCC stated that if the NRP work were to move forward without their consent the HCCC would seek support from other Haudenosaunee allies, namely members from Oneida, Mohawks of the Bay of Quinte, and Akwesasne communities. Moreover, they suggested that if allies do show up at the work site, HCCC may not be able to control their behavior and there is a risk of towers coming down.

24. On January 21, 2019, at approximately 9:30 am, numerous HCCC representatives, including Mr. Martin, arrived at the NRP Site in three vehicles and again trespassed on Hydro One property. The HCCC representatives spoke with Mr. Fournier and provided him with an alleged "cease and desist order" purportedly approved and issued by the HCCC on January 19, 2019.

25. Following this January 21, 2019 encounter with the HCCC, fearing for their safety, A6N and Thirau's personnel ceased construction on the Outstanding Work and departed from the NRP Site, leaving electrical lines at Tower 285 of the NRP in an unsafe condition (the "**Suspended Work**").

26. Between January 25, 2019 and January 31, 2019 discussions ensued between Hydro One and HCCC regarding the Suspended Work.

27. On January 25, 2019, Six Nations Dev. Corp. sent a letter to the HCCC, requesting that the HCCC lift the stop work order on the NRP. In their letter, Six Nations Dev. Corp. set out the

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economic consequences for the Six Nations Community if the project was not completed as planned.

28. On January 31, 2019, a meeting was held between Hydro One and members of HDI. Hydro One expected the meeting to focus on terms referenced in the Engagement Agreement. Instead, HDI presented Hydro One with a draft “memorandum of understanding” (“MOU”) which contemplated the HCCC acquiring a partnership interest in the NRP and other existing Hydro One transmission assets adjacent to the NRP, to the exclusion of Six Nations Dev. Corp. and the Mississaugas First Nation. This was presented by HCCC as the sole path forward for Hydro One to complete construction of the NRP.

29. On or about February 8, 2019, Hydro One’s legal counsel sent a letter to Aaron Detlor, counsel for HCCC which (among other things):

- (a) requested that he confirm that there would be no interference with contractors attending at site to carry out the Suspended Work the following Monday;
- (b) provided an engineering report from SNC-Lavalin which outlined the condition of the NRP and the several safety measures that had to take place on Monday, February 11, 2019; and
- (c) advised that any persons who interfered with remedial work would be held fully accountable for any and all damages that may ensue.

30. On February 11, 2019, the Suspended Work was completed as scheduled.

31. On February 16, 2019, Six Nations Dev. Corp. wrote to HCCC advising that the recent events surrounding the NRP were threatening the community’s financial development. In the letter, the Six Nations Dev. Corp. and EDT outlined the repercussions to the community’s financial development if interference continued with the Project. The Six Nations Dev. Corp. also advised that a community information session regarding the NRP would take place on

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February 19 at the Six Nations Community Hall, at which they would be publically requesting that the HCCC lift their cease and desist.

32. Throughout this time, Hydro One continued to consider its position with respect to HCCC's proposed agreement. Ultimately, however, Hydro One was not prepared to agree to the unreasonable and bad faith negotiations orchestrated by the HCCC and the HCCC continued to threaten the disruption and interference with the Outstanding Work. On April 1, 2019, Hydro One delivered a letter to HCCC formally rejecting their offer to partner on the NRP to the exclusion of the Six Nations Dev. Corp. and Mississaugas.

April Attempt to go Back to Work

33. On Wednesday April 3, 2019 Six Nations Dev. Corp. placed a full page advertisement in two local newspapers, Two Row Times and Turtle Island News, to highlight the benefits of NRP to Six Nations and the impacts of the work stoppage.

34. Between April 4 and 26, 2019, various discussions took place about A6N's intention to move forward with finishing the NRP.

35. On April 26, 2019, A6N provided notice to the community of its intention to recommence construction of the Outstanding Work and that on April 29, 2019, members of Six Nations would hold a community barbecue at the site to show support for the Project and to dissuade persons, including the HCCC and the other defendants, from interfering with the completion of the Outstanding Work.

36. On April 29, 2019, members of Six Nations and some individuals from the surrounding community attended the NRP Site at approximately 11:00 am, with the intention of having a barbecue to show support for the Project and to dissuade persons, including the HCCC and the other defendants, from interfering with the completion of the Outstanding Work.

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37. Mr. Martin appeared to be in control of the group of protestors. When Matt Jamieson, Six Nations Dev. Corp. President and CEO, approached the protestors, Mr. Martin stated that there wasn't "going to be any work today", and that the HCCC were there to enforce the cease and desist order. Mr. Martin also indicated that Mr. Jamieson needed to speak to the Chiefs about going back to work, and advised that Mr. Jamieson could schedule that meeting through the council secretary, Mr. Hill. The protestors then proceeded to vocally challenge Mr. Jamieson and other nearby Six Nations community members as to the authenticity of their lineage and authority.

38. The following Defendants were in attendance on April 29 at the NRP Site on behalf of HCCC: Colin Martin, Rhonda Martin, Hayley Doxtator, Jill Styres, John Styres, Matt Myke, Jaqueline House, Joleen Bomberry, Ryan Burnham, Tom Keefer, Colleen Davis, Kyle Harris and Bobby Jo Johnson. Others were also involved but could not be identified.

39. A video recording of the event depicts the protestors and a conversation that SGRNDC employees had with them. Excerpts of the conversation are below:

- (a) Man's voice – "The bottom line is you guys are not allowing us to come to work today, is that right?" Man's voice – "Nope, not until something's done"
- (b) Man's voice – "We'll be here every goddamn day we have to be..."
- (c) Man's voice – "We're here because you're publicly going out there saying you's (sic) are going back to work."

40. Fearing for the safety of Hydro One's employees, agents and contractors in light of the HCCC's intimidation, threats and interference, construction and completion of the Outstanding Work was suspended to enable Hydro One to seek court assistance to enforce its legal rights to complete the Outstanding Work and the Project.

41. Since April 29, 2019, there have been a number of discussions between HCCC, A6N and Six Nations Dev. Corp. to discuss potential resolutions to HCCC's concerns about the NRP.

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42. In particular, there was a meeting on June 19, 2019 between representatives from HCCC and Six Nations Dev. Group to discuss the possibility of HCCC lifting the cease and desist Order that it has maintained since January 21, 2019.

43. There was also a meeting on June 27, 2019 between representatives from HCCC and Hydro One to discuss reasonable solutions to HCCC's concerns about the NRP.

44. The HCCC has maintained their position that they require an equity stake in not only the NRP, but also broader Hydro One assets. This is not an agreeable solution to Six Nations Dev. Corp. and/or Hydro One and therefore, the discussions have not led to a resolution of the issues surrounding the Outstanding Work and/or the Project.

July Attempt to Return to Work

45. On July 4, 2019 at approximately 9:00 a.m. Hydro One employees and A6N employees attended at the NRP Site to attempt to conduct a site assessment. OPP had been advised in advance of the intention to resume work and sent two indigenous liaison officers to observe. A large Mohawk flag had been affixed to a Hydro One transmission tower.

46. The Defendant, Mr. Todd Williams was in and around the location of the NRP Site by the access road near the smoke shop. Mr. Jamieson observed two safety cones and wire blocking the access road entrance to the NRP Site. He removed this material from the access road entrance.

47. Once Mr. Jamieson removed the material, and the Hydro One and A6N crews were ready to move into the NRP Site to conduct the site assessment, Mr. Williams and the Defendant Mr. Colin Martin approached them.

48. A6N and Hydro One proceeded to have a conversation with Mr. Williams and Mr. Martin, who:

- (a) Demanded to know why A6N and Hydro One were there;

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- (b) Advised that there is a “cease and desist” which “prevents A6N and Hydro One from being there”;
- (c) Advised that they would prevent any work from being completed on the site;
- (d) Stated that “things are going to get ugly” if A6N and Hydro One attempted to conduct the site assessment.

49. Fearing for their safety if they were to complete the site assessment, they instructed their Hydro One and A6N crews to leave the NRP Site at that time.

50. As Hydro One and A6N employees were leaving the NRP Site, they observed the Defendants, Gary Johnson and Joleen Johnson, entering the access road.

51. The current schedule contemplated that a site assessment would commence on July 4, with work on the NRP scheduled to restart on July 8. If this schedule proceeds with no further delays, it is estimated that substantial completion of the project could be completed by August 23, which would allow Hydro One to have the NRP in service on September 1, 2019. These timelines are predicated on there having been no damages, sabotage, or loss of equipment since the work on the NRP was suspended on January 21, 2019, which could significantly impact the timeline to bring the Project to completion.

52. As a result of the protest, as described above, the general contractor and subcontractor for the Project has deemed the threat of further HDI/HCCC actions to be a safety threat. The general contractor has refused to continue work on the Project until it is satisfied that this threat has been addressed.

53. The Defendants prevented and obstructed workers on the NRP Site from carrying out on-going construction work and other lawful operations of its business.

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54. The Defendants interfered with the economic and contractual relations of Hydro One with its contractors, subcontractors, consultants, employees, agents, customers or other persons having business with Hydro One.

55. The Defendants trespassed by unlawfully entering on the NRP Site, to which Hydro One has a right of ownership, a right of possession, or an easement.

56. The Defendants engaged in intimidation.

57. The Defendants unreasonably and substantially interfered with Hydro One's right to lawful use and enjoyment of the NRP Site, causing a nuisance.

Damages

58. Hydro One is suffering and will continue to suffer irreparable harm and other damages from the actions of the Defendants, as set out below. The scale and extent of the losses that Hydro One will suffer as a result of the protest and resulting construction delay is extremely difficult, if not impossible, to quantify in monetary terms. Further, the Defendants likely have limited financial resources and lack the ability to pay the significant damages and costs which have been and will continue to be incurred as a result of the protest.

59. Hydro One will provide full particulars of damages prior to trial.

60. Hydro One states that it is entitled to an award of prejudgment and post-judgment interest pursuant to the *Courts of Justice Act*, R.S.O. 1990, c. C. 43, as amended.

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61. The Plaintiff proposes that this action be tried at Brantford, Ontario.

July 5, 2019

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SCHEDULE "A" – NRP LINE

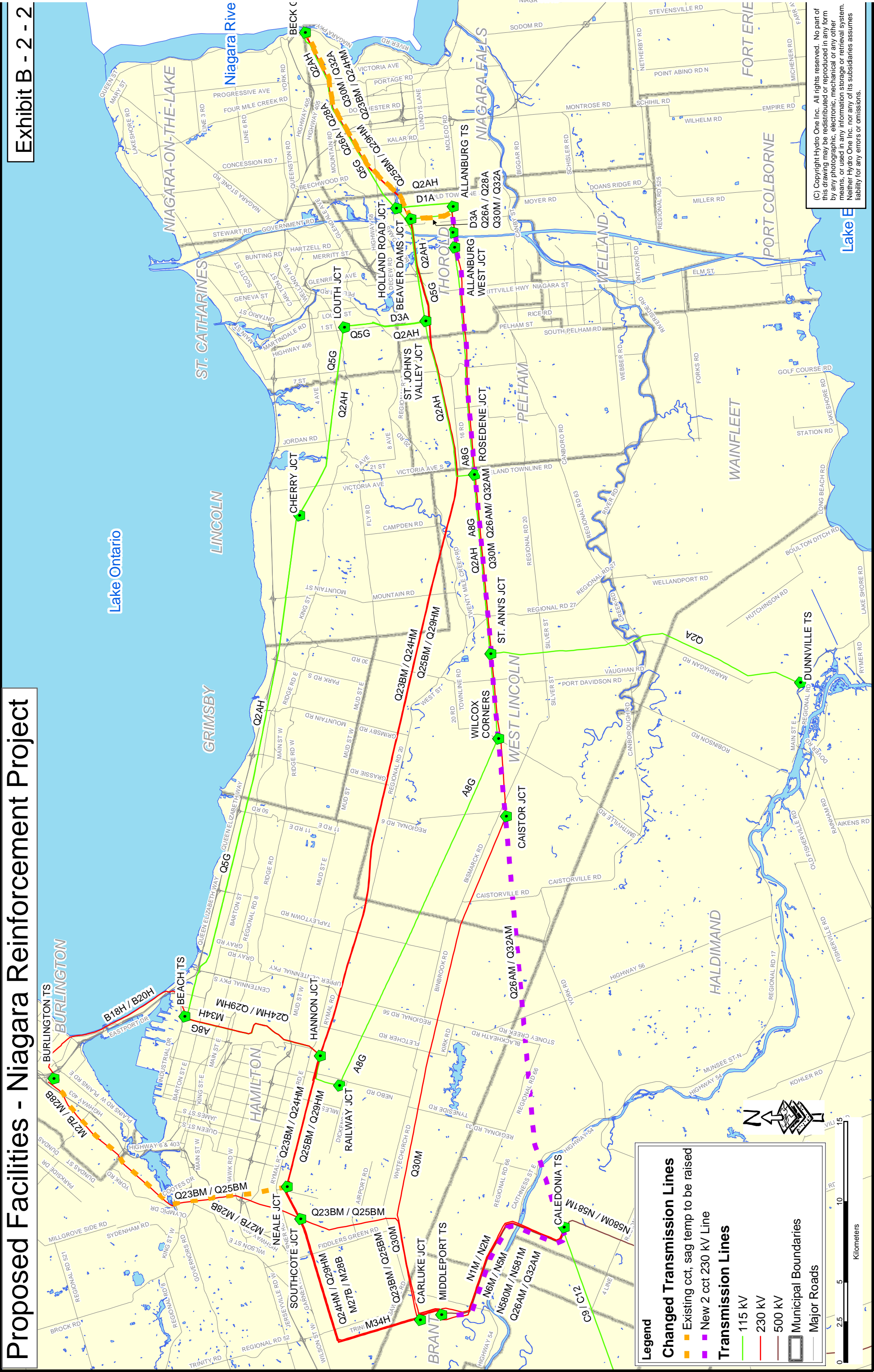


Exhibit B - 2 - 2

Proposed Facilities - Niagara Reinforcement Project

Legend

Changed Transmission Lines

- Existing cct, sag temp to be raised
- New 2 cct 230 kV Line

Transmission Lines

- 115 kV
- 230 kV
- 500 kV

Municipal Boundaries

Major Roads

0 2.5 5 10 15
Kilometers

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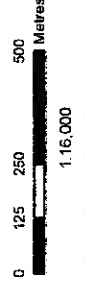
SCHEDULE “B” – NRP WORK SITES



Niagara Reinforcement Line Reference Map

Legend

- Access Point
- Crane Pad
- Puller/Tensioner Pad
- New Transmission Line
- Proposed Access Road
- Lower Tier Municipality
- Road
- Railway
- Utility Line
- Watercourse
- Water Body



Date: May 23, 2018
 Projection: NAD 1983 UTM Zone 17N
 Source: Perceps from First Base Solutions,
 Ontario Ministry of Natural Resources and Forestry
 © Queen's Printer for Ontario, 2018.



SCHEDULE “C” – NRP SITE

The image shows a satellite map interface with a red-outlined parcel. The parcel is located on Highway 6, between Argyle St S and another Argyle St S. The map includes various navigation and search tools.

Map Interface Elements:

- Top Left:** "MAP VIEW" (globe icon), "STREET VIEW" (pegman icon), "Satellite" dropdown menu.
- Top Right:** "Layers" dropdown menu, "Store" button, "Report a map error" link.
- Bottom Left:** "Google" logo.
- Bottom Right:** Legend with icons for: Ownership, LRO, Address, Municipality, Assessment, Search Result, Plan, Subject Property, Subject ARN, Lot/Con, Subject Property, Neighbourhood Sale.
- Map Content:** Satellite imagery showing a red-outlined parcel on Highway 6. Labels for "Highway 6", "Argyle St S", and "6" are visible.
- Map Data:** "Map data ©2019 Imagery ©2019, CNES / Airbus, DigitalGlobe, First Base Solutions, 200 m".

Court File No.

HYDRO ONE NETWORKS INC.
Plaintiff

- and -

**HAUDENOSAUNEE CONFEDERACY CHIEFS
COUNCIL ET AL.**
Defendants

**ONTARIO
SUPERIOR COURT OF JUSTICE**
PROCEEDINGS COMMENCED AT
BRANTFORD

STATEMENT OF CLAIM

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