

the negotiator

October 2022



A Nightmare on Pad Street
The Risks Inherent in Shared Well Pads


CANADIAN ASSOCIATION OF LAND
AND ENERGY PROFESSIONALS

the negotiator

October 2022
The Magazine of the Canadian Association of Land and Energy Professionals



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A Nightmare on Pad Street

The Risks Inherent in Shared Well Pads

written by

JIM MACLEAN

WITH THE ASSISTANCE OF MICHAEL BRUCH, LORRAINE GRANT, STEFFANY COLVINNS, SUSAN LEVY AND BETH SWIFT-HILL



Industry has been drilling increasingly from shared well pads for over fifteen years. The foundation of the 2018 PJVA-CAPL Pad Site Sharing Agreement (“PSSA”) is the belief that conventional Land and JV agreements do not suitably address the issues associated

Although we attempted over the course of the project to increase awareness of the issues and risks associated with shared well pads in which there was not common ownership, we concluded that there would be three major challenges associated with use of the PSSA.

with management of well pads in which wells and facilities are not held in common ownership. The project was initiated in 2013 as a consequence of initial discussions by several industry JV and Land personnel who regarded this as an industry problem that required an industry solution, and it became a joint PJVA-CAPL project in 2014. The document was released to industry in September 2018 as a joint PJVA-CAPL document after well over a thousand hours of volunteer time, the distribution of three fully annotated drafts for industry review, significant modifications to reflect industry comments (with customized responses to each comment received in a compilation of industry comments) and a number of presentations to large industry audiences. (The Introduction to the annotated version of the PSSA offers a very good overview of the major principles of the PSSA and a simple schematic of a pad site.)

Although there are a multitude of older and new well pads in which wells and facilities are not held in common ownership, the PSSA has not been used widely by industry to date.

This is something that those of us closely involved with the creation of the PSSA realized was likely to be the case when we were finalizing our work on the project. Although we attempted over the course of the project to increase awareness of the issues and risks associated with shared well pads in which there was not common ownership, we concluded that there would be three major challenges associated with use of the PSSA.

The first challenge is the typical paradigm that pad sharing arrangements are a simple surface sharing arrangement designed to decrease the environmental footprint, to lower construction costs and to enhance operating efficiencies on the well pad. The costs of construction of the pad site and the installation of the associated shared facilities are typically modest relative to the total investment in the wells on the pad site. Once the parties negotiate a logical cost sharing arrangement for the initial construction of the pad site and the installation of shared facilities and the manner in which that work is to be conducted, the effort to create a PSSA and manage it on an ongoing basis can seem large to pad participants relative to the potential benefits of having a PSSA in place.

This is particularly the case when one of the common consequences of the prolonged period of weak commodity prices has been a material reduction of Land and JV support levels in many organizations.

The second challenge is the inherent change management associated with the PSSA. Industry experience demonstrates that there is typically a significant change management issue associated with any update to an established industry precedent, such as the CAPL Operating Procedure, the PJVA CO&O Agreement or the PASC Accounting Procedure. The PSSA faces a unique challenge in this regard, though. It is a new type of document. It blends Land and JV concepts for an audience that is typically not familiar with both Land and JV concepts. It is also premised on an enhanced level of ongoing communication between Land and JV personnel.

The third challenge is that it is unlikely that industry will be motivated to use the document until there is an incident that demonstrates convincingly the benefits of having a PSSA in place for a shared well pad relative to the consequences of not having one in place.

This article focuses on the third point, and addresses primarily two scenarios that could quite possibly occur on a shared well pad – (i) a major loss resulting from an activity with respect to the shared facility; and (ii) a major loss resulting from an activity with respect to a well in one interest set that impacts the shared facilities and the wells in a different interest set. The common theme noted below in those scenarios is that Operators are potentially exposed to significantly more potential liability than would otherwise be the case if a PSSA were in place.

WELCOME TO A NIGHTMARE ON PAD STREET!

A. Loss Resulting From Activity With Respect To Shared Facility

Assume that:

- (i) there are four Montney wells held under JOA#1 by A-40%; B-35% and C-25%;
- (ii) there are four Montney wells held under JOA#2 by A-45%; D-30%; E-15%; and F-10%;

- (iii) the parties funded the pad construction and the installation of \$3MM in shared facilities on the basis of an anticipated well count of eight wells (four under each JOA), such that there are respective interests of: A-42.5%; B-17.5%; C-12.5%; D-15%; E-7.5%; and F-5% without any documentation in place for that work above the associated AFE;
- (iv) A is the Operator under each Land JOA, holds all surface rights in its own name and manages the pad site; and
- (v) there was a major explosion on the pad site as a result of an activity conducted by A's employee on the shared facility that destroyed the shared facility and that significantly damaged all of the wells on the pad site.

The Operator does not dispute that there was a significant error in judgment that resulted in the loss, but argues that the error was not one that could be categorized as "Gross Negligence or Wilful Misconduct". Ignoring a potential claim for loss of profits and delay in production, the replacement of the shared facilities and the repairs to the affected wells and associated well specific equipment are anticipated to be ~\$25MM.

An analysis of this situation follows in the context of expected outcomes without a PSSA in place and with a PSSA in place.

ISSUE	OUTCOME WITHOUT PSSA	OUTCOME WITH PSSA
Form of claim	The injured parties would initiate a claim that would require them to prove that they suffered damages as a result of the Operator's negligence.	The injured parties would initiate a claim through the contractual liability and indemnification provisions in Article VIII of the PSSA. It includes a cross-indemnity with respect to the different ownership assets located on the well pad. This would address losses suffered with respect to the shared facility and the assets governed by the JOAs.
Operator attempts to avoid liability by arguing that the activity of its employee did not constitute "Gross Negligence or Wilful Misconduct"	The protection typically afforded to an Operator with respect to the "Gross Negligence or Wilful Misconduct" qualification is a creation of contract. The loss related to an activity with respect to the shared facility. It was not conducted under either JOA, and the only contractual relationship in place by the parties for the shared facility was the AFE they initially signed for its construction. In the absence of any applicable agreement in which the parties agreed specifically that the "Gross Negligence or Wilful Misconduct" qualification applied to the determine the liability of the Operator for the conduct of activities with respect to the shared facility, there is no such qualification that would limit the Operator's responsibility for loss. As the loss was caused by the negligence of the Operator's employee, the Operator will be solely responsible for the losses associated with that error in the absence of a successful industry custom and practice defence that survives appeal.	Assuming that the Operator was correct in its assertion that the applicable negligent act or omission of its employee was not "Gross Negligence or Wilful Misconduct" as defined in the PSSA Operating Procedure, the Operator would not be solely responsible for the loss. The PSSA would see the responsibility for loss borne by the pad owners under Article VIII of the PSSA Operating Procedure in the percentages of their ownership in the shared facilities (i.e., the interests noted in item (iii) above: A-42.5%; B-17.5%; C-12.5%; D-15%; E-7.5%; and F-5%). Those shared damages would include those suffered by the applicable JOA owners with respect to the assets governed under the particular JOA.

ISSUE	OUTCOME WITHOUT PSSA	OUTCOME WITH PSSA
Claims for loss of profits and delay in production	Modern agreements typically include an exception for “extraordinary damages” suffered by the parties. That exception would address such damages as loss of profits, business interruption, delay in production and other indirect or consequential damages. The activity in question was not conducted under one of the JOAs, and there was no contract in place governing activities respecting the shared facility beyond the AFE the parties initially signed for its construction. As a result, the normal legal rules on the quantification of damages would apply. It is quite possible that the Operator could be exposed to some level of damages for loss of profits, delay of production and other indirect or consequential losses in the same manner as normally determined by a Court when awarding damages. This would apply to any such losses suffered by the other parties with respect to both their shared interests in the pad site and their interests in the applicable wells and equipment governed by each JOA.	Clause 804 of the PSSA Operating Procedure is clear that there is no responsibility of the Operator or any other owner for any “Extraordinary Damages” suffered by another owner as a consequence of activities conducted by the Operator under the PSSA. This would cover both losses with respect to their shared pad interests governed by the PSSA and their interests in wells and related equipment governed by the applicable JOA.
Insurance	As there was no contract in place governing activities on the shared facility beyond the AFE the parties initially signed for its construction, there was no requirement for a party to have insurance in place for its assets on the shared pad beyond whatever policy might have been required under the applicable Land Agreement. It is possible that individual owners might have some insurance in place that could potentially offset any losses otherwise unrecoverable from the Operator. This assumes, though, that an owner with insurance coverage would not see any of its claim rejected by its insurer if that owner did not disclose that there was a shared pad site and the close proximity of other wells and equipment to its own wells.	Article V of the PSSA Operating Procedure requires certain prescribed policies to be in place with respect to “Joint Pad Operations”. The prescribed policies are also required to be maintained by parties with respect to their “Land Activities”, notwithstanding that the applicable JOA might otherwise have included lesser policy requirements and lower coverage limits. Assuming compliance with the insurance obligations of the PSSA, these policies could potentially offset the losses suffered by individual owners in this circumstance. This assumes, though, that an owner would not see any of its claim rejected by its insurer if that owner did not disclose that there was a shared pad site and the close proximity of other wells and equipment to its own wells.

B. JOA Land Activity Creates Loss To Shared Pad Facility And Other Wells

Assume the same fact situation as above, except that the explosion caused by the error of the Operator's employee was with respect to a well governed by JOA#1.

ISSUE	OUTCOME WITHOUT PSSA	OUTCOME WITH PSSA
Form of claim	Insofar as the injured JOA#1 parties suffered a loss with respect to their interests governed by JOA#1, they would initiate a claim through the contractual liability and indemnification provisions of their JOA. For damages with respect to the shared facility or JOA#2, the injured parties would initiate a claim that would require them to prove that they suffered damages as a result of A's negligence.	As the loss related to a "Land Activity" under JOA#1, JOA#1 would apply to losses suffered by the parties to JOA#1 with respect to the assets governed by JOA#1. Clause 604 of the PSSA Operating Procedure creates a contractual liability and indemnification obligation with respect to losses suffered by owners with respect to the shared facility and the assets governed by JOA#2 as a consequence of "Land Activities" under JOA#1.
Operator attempts to avoid liability by arguing that the activity of its employee did not constitute "Gross Negligence or Wilful Misconduct"	Assuming that JOA#1 included a CAPL Operating Procedure and that the Operator was correct in its assertion that the applicable negligent act or omission of its employee was not "Gross Negligence or Wilful Misconduct" for purposes of that JOA, the Operator would not be solely responsible for the loss suffered by the JOA#1 parties with respect to the assets governed by that JOA. (Note-An Operator would have greater protection under the 2007 and 2015 CAPL Operating Procedures because of the definition of "Gross Negligence or Wilful Misconduct" in those documents.) The assertion that the error did not constitute "Gross Negligence or Wilful Misconduct" is not relevant to losses suffered with respect to the assets held under JOA#2 or the shared facility not governed by any agreement, as there is no overarching contractual arrangement by all pad owners governing the well pad. Subject to an indemnification by A to B and C under JOA#1 if the act or omission were determined to constitute "Gross Negligence or Wilful Misconduct", any such losses would be borne by the JOA#1 parties in respective shares of A-40%; B-35% and C-25%. This would see all pad owners receiving amounts for losses suffered by them with respect to the shared facility and A, D, E and F receiving amounts for losses suffered by them with respect to JOA#2.	Same outcome as if there were no PSSA in place. A determination that the error did not constitute "Gross Negligence or Wilful Misconduct" under JOA#1 would be relevant with respect to the JOA#1 parties for losses suffered by them with respect to the assets governed by that JOA, as the Operator would not be solely responsible for those losses. Assuming that the loss was a consequence of a "Land Activity" under JOA#1 in circumstances in which the Operator was not solely responsible for the loss under JOA#1, losses suffered by the owners with respect to the assets held under JOA#2 or the shared facility would be borne by the JOA#1 parties in respective shares of A-40%; B-35% and C-25%. This would see all pad owners receiving amounts for losses suffered by them with respect to the shared facility and A, D, E and F receiving amounts for losses suffered by them with respect to JOA#2. If, on the other hand, it were determined that the Operator's conduct were "Gross Negligence or Wilful Misconduct" (and the Operator were able to pay), the injured JOA#1 parties would ultimately recover from A, as Operator under JOA#1, any amounts they were required to contribute under the PSSA liability and indemnification provisions. This is because of the Operator's duty under JOA#1 to indemnify the other JOA#1 parties with respect to its Gross Negligence or Wilful Misconduct.

ISSUE	OUTCOME WITHOUT PSSA	OUTCOME WITH PSSA
Claims for loss of profits and delay in production	As regards the parties to JOA#1, the 1990, 2007 and 2015 CAPL Operating Procedures include limitations on the damages that may be awarded to the parties under the JOA. This would limit any damages that might accrue to them under that JOA if the Operator's action or omission were determined to constitute "Gross Negligence or Wilful Misconduct". Otherwise, the comments on this topic from Section A would apply to losses respecting the assets governed by JOA#1 (i.e., 1974 or 1981 CAPL Operating Procedure), the shared facility and the assets governed by JOA#2.	The provisions of JOA#1 would continue to apply to any losses respecting the assets governed by JOA#1. Otherwise, the liability and indemnification provision of Clause 604 of the PSSA Operating Procedure and the referenced application of the Clause 804 Extraordinary Damages qualification would limit the damages that could be awarded with respect to losses to the shared facility and the assets governed by JOA#2.
Insurance	See the comments on this topic from Section A.	See the comments on this topic from Section A.

OTHER SCARY THINGS LINGERING IN THE SHADOWS ON PAD STREET

Here are a few "short snappers" of very unpleasant potential real-world adventures lingering in the shadows of Pad Street that could pose serious problems in due course for pad participants:

Use Of Capacity For Shared Facilities

Many issues can potentially arise respecting the basis for use of the shared facilities. These include: (i) changes in interest as the well count changes; (ii) priorities in use; (iii) processes for acceptance of off-pad substances; (iv) processes for handling non-owner outside substances; (v) the basis on which fees for use of the shared facility would be determined and shared; (vi) the processes to be followed for enlargements and other modifications; and (vii) the possibility that a shared facility might be modified to an extent to which it is governed by a separate CO&O Agreement.

These items are addressed in either the PSSA Operating Procedure or a precedent Appendix to the PSSA Operating Procedure that parties are able to customize for their particular fact situation.

End Of Life Issues

There are a number of potential end of life issues as wells on the pad begin to be abandoned. These include: (i) the responsibility for the abandonment of the wellbores as a "Land Activity" outside of the PSSA; (ii) the need to link the applicable wells to any resultant remediation and reclamation activities that extend from the specific well location to other areas of the pad site; (iii) the staged abandonment of the pad site and any intervening reduction of the pad site area; and (iv) a purported withdrawal of an owner from the pad site when the wells in which it was a participant have been abandoned. These issues are addressed in the Abandonment Appendix of the PSSA.



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Multiple Operators On A Shared Pad

Assume that: (i) Operator X of one JOA has all of the surface rights in its name; (ii) X allowed Operator Y of another JOA to operate both the wells on site governed by that other JOA and the shared facility; and (iii) there was a serious environmental or safety incident caused by Y's error. As each work site may have only one "Prime Contractor" for purposes of Occupational Health and Safety regulatory requirements, X is going to find itself in the middle of the associated investigation under the regulations and quite possibly determined by the regulator to have primary responsibility for any injuries, death or third party damages, unless the regulator determines that the pad site comprises two distinct work sites. (See the review of the Prime Contractor requirements in the Addendum of Annotations to the PSSA Operating Procedure.)

"LET'S BE CAREFUL OUT THERE"

Shared pad sites can mitigate the environmental footprint, lower construction costs and optimize operating efficiencies for construction costs and shared site-specific infrastructure. The paradigm that pad sharing arrangements are a simple front-end arrangement to cover the construction of

the pad site and the installation of the initial shared facility does not recognize sufficiently the range of issues and risks inherent in the sharing of a pad site that is not owned in common interests.

Shared pad sites without common interests are useful inventions for which there is not a problem until there is a problem. As shown above, any such problem can quite possibly be significant, and resolution might be very costly and time consuming.

Put simply, a decision not to address risk is a conscious choice to assume risk, which is why the title for a number of our presentations to industry was "Doing Nothing Is Not An Option". In summary, as they used to say in each episode of the 1980s TV show Hill Street Blues, "Let's be careful out there." ♦

See the Resource Centre tab on my website (MacLeanResourceManagement.com) for a collection of PDFs of articles and presentations on a range of topics, including the CAPL Operating Procedure, the CAPL Farmout & Royalty Procedure and the CAPL Property Transfer Procedure.

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Professional Ethics: Theory and Application	25-Oct-2022	9:00 am - 4:00 pm	Virtual
Overcoming The Five Dysfunctions of a Team	3-Nov-2022	9:00 am - 4:00 pm	CALEP Office
A Practical Guide to Acquisitions and Divestments – Everything You Need to Know from A to D	7-Nov-2022	1:00 pm - 4:00 pm	CALEP Office
Evaluation of Canadian Oil and Gas Properties for Landmen by Sproule (2 Day)	9, 10-Nov-2022	9:00 am - 4:00 pm	CALEP Office
Surface A&D (PSL®)	14-Nov-2022	1:00 pm - 4:00 pm	CALEP Office
Constructive Conflict Management (New Date)	23-Nov-2022	8:00 am - 4:00 pm	CALEP Office
Surface Rights Law (PSL®)	25-Nov-2022	1:00 pm - 4:00 pm	CALEP Office

Roster Updates

NEW MEMBERS

Active New Member

Jelena Cvijanovic, Athabasca Oil Corporation

Sponsors:

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Tasha Anderson	Rocky Mountain Land & Energy Consulting Inc. to Whitecap Resources Inc.	Helmut Eckert	Leucrotta Exploration Inc. to Coelacanth Energy Inc.
Chris Bartole	Serafina Energy Ltd. to Independent	Jacquie Farquhar	Independent to Edwards Land Services
James Bell	Loyal Energy (Canada) Operating Ltd. to Independent	Jaycee Forsyth	Ovintiv Canada ULC to Independent
Rita Byers	CGI Group Inc. to Independent	Aaron Giovanetto	PrairieSky Royalty Ltd. to Caltex Trilogy Inc.
Brad Campbell	Independent to Strathcona Resources Ltd.	Craig Haavardsrud	Independent to Canadian Natural Resources Limited
Lily Chan	TAQA North Ltd. to Whitecap Resources Inc.	George Hardisty	Federated Co-operatives Limited/Energy Transfers Ltd. to Energy Transfers Ltd.
Stephanie Chapman	Precision Geomatics Inc. to Midwest Surveys Inc.	Gordon Howe	Independent to Topaz Energy Corp.
Mandy Cookson	Canadian Natural Resources Limited to Strathcona Resources Ltd.	Brenda Hudson	Independent to Perpetual Energy Inc.
Margaret Dabreo-Dunn	Husky Oil Operations Limited to PrairieSky Royalty Ltd.	Sally Jackson	Canadian Natural Resources Limited to Tundra Oil and Gas Limited
Jill Dettling	Independent to Hammerhead Resources Inc.	Mike Jamieson	Evolve Surface Strategies Inc. to Challenger Geomatics Ltd.

Brad Johnston	Natural Resources Canada to Independent	Agostino Pezzente	Independent to Barrel Oil Corp.
James Junker	Hawthorne Energy Partnership Ltd. to HWN Energy Ltd.	Crystal Pomedli	Global Raymac Surveys Inc. to Independent
Elizabeth Laden	Imperial Oil Limited to Whitecap Resources Inc.	Thomas Rafter	Vermilion Resources Ltd. to Independent
John Lawson	Rising Star Resources Ltd. to Tourmaline Oil Corp.	Laura Reimer	Caltex Trilogy Inc. to Independent
Christopher Lizotte	Independent to CGI Group Inc.	Aaron Rodatz	Serafina Energy Ltd. to Independent
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Kathy Pasukonis	Strathcona Resources Ltd. to Independent	Robert Welch	Computershare Trust Company to Teck Resources Limited
Kathryn Payne	PrairieSky Royalty Ltd. to Independent	Aaron Williams	Rolling Hills Energy Ltd. to Clear North Energy Corp.
Kelly Perrault	Heritage Royalty to Saturn Oil & Gas Inc.	Ryan Zembiak	Independent to Canadian Natural Resources Limited
Robert Pettifer	Shell Canada Energy to Whitecap Resources Inc.	Elizabeth Zyluk	Independent to Repsol Oil & Gas Canada Inc. ♦

In Memoriam

GLENN LAURANCE NAZARUK (NAZ)

April 1, 1960 – July 5, 2022

The family of Glenn sadly announces his passing at 62 years of age. He is survived by his loving wife Sandra (nee Rudnicki), daughter Sarah, sister-in-laws Corinne (Rod), Glenda (Charles), nieces: Heather, Haley, Justine, Teresa and Nicole, nephews: Brian and Alexander. Glenn will also be remembered by close friends: Ray, Don, Richard and Brian.

Glenn was born in Winnipeg and spent his adolescent years in Port Coquitlam, B.C. He moved many times in his adult life following his love for education: Business Degree Simon Fraser University, Bachelor of Arts University of Winnipeg, Law Degree University of Ottawa, Masters of Energy and Environmental Law Tulane University, New Orleans.

Glenn was a member of the Bar in Manitoba, Alberta, Louisiana and Turks and Caicos Islands. He also served as a magistrate in Turks and Caicos Islands.

Glenn's love for "his girls" was followed by his love of music. He was an avid guitar player and participated in many musical jams throughout Calgary and Winnipeg. Organizing his bands, Riff Raff in Winnipeg and the Blues Pirates on Providenciales, gave him great pleasure. He was a true Blues enthusiast.

We would like to extend our gratitude to the staff at Foothills Medical Centre, ICU pod A for their kindness and compassionate care towards Glenn.

BARRY ROWE

November 27, 1946 – June 10, 2022

Barry Rowe, beloved husband of Betty Ann Rowe (nee Lees), of Foothills, AB, passed away on Friday, June 10, 2022, at the age of 75 years.

Husband, father, grandfather, brother, brother-in-law, son and friend—all ten of the best! Every friend was a friend for life, especially his best friend and loving wife, Betty Ann. Barry and B.A. shared just shy of 48 years of marriage, three daughters (Allison/Kyle, Ashley/Justin, Elizabeth), four grandchildren (Ben, Olivia, Frederick, Vivianne),

and a lifetime full of laughter and celebration, family and friends, and animal companions. Son of Paul and Vivian Rowe, Barry grew up in Calgary's Elbow Park with brother Bob (Sheila) and sister Ginny (Rob), who all share the Rowe humour defined by a quick wit, word play and punny jokes. Barry was always on time, always quick to laugh, always up for a game of crib, a walk up the hill or around his yard. He never missed a meal, especially a gourmet one, and he loved to play host, especially from the soft seats. Barry was an athlete. He loved playing football, tennis and golf. He was an animated and opinionated fan of football, hockey, golf... and politics.

Barry enjoyed a successful career as a landman and owner of Maverick Land. Working for Barry was a rite of passage for many younger family and friends. Barry was a kid at heart and never stopped playing with all of the kids in his life. He enjoyed launching them off his shoulders in the pool, putting them on a horse, letting them drive the golf cart, racing them, lighting fires with them, fishing, tickle fights, wrestling, kick-the-can, water-skiing, tubing, bucking broncos, birdwatching, berry picking and animal tracking. As all who knew him can attest, to know Barry was to like him—a lot. As all who loved him can attest, we were so lucky. A special thank you to Dr. Mortis and to Schwan and Jeri at the P.D. clinic and all the healthcare professionals who took such kind care.

OREST TONY CURNISKI

August 29, 1940 – June 22, 2022

Orest Tony Curniski passed away in Olds, Alberta on June 22, 2022, peacefully with family by his side. He was born on August 29, 1940, in Claytonville, Saskatchewan, to Joseph and Elsie (Lydia) Curniski. Orest was their firstborn when his mother was just 18. Later, he was a big brother to Ronald and then to sister Savelia. While growing up, his parents owned a number of small businesses in Saskatchewan. When Orest started school, he could not speak English, only Ukrainian, but quickly learned the English language.

From a young age he loved being in the outdoors and often as a teenager he would be gone all day hunting and trapping, returning at dusk. From a very young age, hockey was

always a favourite sport. He enjoyed playing on local hockey teams. He attended the Nipiwini school, but graduated from Carpenter High School in Meadow Lake, Saskatchewan. The family moved to Saskatoon where he continued his education and received his Teachers Certificate. He was hired to teach in Spirit River, Alberta in 1961. Two years later he took a teaching position in Olds, Alberta. This is where Orest met Doreen Newsham, his future wife. He knew he needed a partner to share in his enthusiasm for adventure and met his match in Doreen. Orest was a busy Dad, watching his children participate in many activities, such as ringette, hockey, baseball, band concerts and piano performances. He was always there cheering them on, full of tips for the next game.

Orest loved to talk and debate. Many will remember long conversations about mining, politics, and the oil and gas industry. He will be remembered as stubborn, headstrong, passionate and opinionated as well as a loving father, cherished friend, funny uncle, proud grandpa and a loyal husband.

Orest will be lovingly remembered by his wife Doreen, three daughters and son: Tanya (Jeff), Natasha, Tara (Greg), and Jonathan (Rebekah), as well as nine grandchildren - Matthew, Skylar, Logan, Brooke, River, Summer, Rain,

Ocean and Paige. He will also be remembered by his sister Savelia. Orest was predeceased by his parents, Joseph and Elsie (Lydia) and brother Ronald.

DAVID ANTHONY CHRISTOPHER BOISJOLIE

June 4, 1976 - August 13, 2022

It is with profound sadness we announce that on August 13, 2022, a tragic accident claimed the life of our beloved David Anthony Christopher Boisjolie.

While we feel incredible pain to lose Dave so early, we are thankful for the times of joy and adventure we had with him. He was the loving and devoted husband of Tannis Boisjolie (Gulayets) and the adored and adoring father to Avyn (10), Estelle (7), and Hewitt (5).

Dave will be so missed by his mother, Marguerite Boisjolie (Gerry 2016); his father-in-law Gregg Gulayets (Jean 2020); sister-in-law, Hayley Gulayets; and Rob Hunter.

In lieu of flowers, please consider a donation to STARS Rescue Services.

The family would like to extend their gratitude to the family who stayed with Dave at the accident scene, the Calgary Police, and Emergency Medical Services. ♦



\$3,590
**Raised for the Parkinson
 Association of Alberta**

144
 Golfers

47
 Sponsors

9
 Committee
 Volunteers

18
 Holes

Message From the CALEP Board

https://landman.ca/negotiator/bod_messages/list



COMMUNICATIONS

I am in my second year on the CALEP Board, and things keep getting better! It's been a whirlwind of a year with Board changes, new name, new logo, and getting courses and events back in the calendar. My first year on the Board allowed me to get my teeth into New Education, which is a passion of mine so I loved every minute of it. In this second year, I have been lucky to transition into the Marketing and Communication portfolio. Again, another exciting adventure.

The new name and new logo reveal earlier brings an opportunity for a brand refresh. We want to reaffirm and share the importance of CALEP and the Land Profession as a whole. Land Professionals are a vital part to the success of energy projects and the industry needs to know that. The skills, experience and professionalism CALEP members have is second to none. The role of the Land Professional has evolved over recent years, adapting to the ever-changing energy industry. We wear new and multiple hats; we are Negotiators, Land Agents, Landmen, Project Managers, Government and Indigenous Relations specialists, to name a few. So one of our priorities over the coming months is to work on a communications campaign to bring clarity to, and vocalize, the value of our profession and unite our members.

The Board is looking at many aspects of our association that need tweaks or updates. This includes our communication efforts in reaching our members. In addition to some amazing events and educational opportunities in store, you will see a more bold and active presence of CALEP in all our communication outlets including *The Negotiator* and social platforms like LinkedIn.

There is an active and strong committee behind *The Negotiator*. They do incredible work bringing together our quarterly publication. Over the coming months we will be exploring how we can further elevate *The Negotiator*. And we want your input – what do you like, what do you want to see more of or less of? We are keen to make *The Negotiator* a valuable source of information. Look out for a survey to help inform what *The Negotiator* looks like going forward.

If you have a passion for Land, Energy, our association, or just want to make an impact, we'd love your help! Reach out to the CALEP office to get involved in being a voice behind our association. We are looking for volunteers to join the Marketing and Communications committee! ♦

Dayna Morgan
Marketing and Communications Director

Honouring the Legacy of Dave Bernatchez

Dave Bernatchez made an outsized impact on the people and causes that were important to him, in a life that ended too soon. He was a true leader from an early age at St Mary's High School in Calgary, at St Francis Xavier (StFX) University in Antigonish, on the rugby pitch, in supporting scholarships for students from Calgary to attend StFX and in the creation of the Katherine Fleming Scholarship at the Coady International Institute at StFX to honour another friend and leader who also passed too soon. In these as well as his many other interests, Dave connected easily with people and left everyone better for knowing him. One of best reflections of Dave's impact was his induction into the Hall of Honour at StFX, in 2014; an award that recognizes those who carry on the tradition of helping others.

The David Bernatchez Memorial Bursary



This bursary will honour Dave's character, his top three passions, and ensure that others will benefit in his name. It will be the first-ever annual bursary for a rugby player to attend StFX.

It will be given to a male or female athlete from across Canada who meets the following criteria.

- A rugby player
- Demonstration of leadership characteristics and/or community involvement
- Committed to attending StFX
- Financial need

The goal is a \$5,000 annual bursary that will be renewable for four years. To do this will require an endowment of \$500,000 which would provide an annual return of 4%.

Initial Goal

We are looking to raise \$500,000 but before kicking off the campaign we would like to secure half of the commitment. The top giving tier is Platinum; a \$25,000 commitment which can be made up front or spread over five years (\$5,000 per year). To be successful, we require a few individuals to come forward as anchor donors. Would you be interested in being a Platinum donor?

DONOR LEVEL	COMMITMENT
Platinum	\$25,000
Gold	\$10,000
Silver	\$5,000

All levels of donations would be appreciated and should you require more information or wish to discuss this further, please contact:

Tom Emerson, temerson@ridgeback.com or 403-852-3119

Tax deductible donations can be made as a single amount or spread over five years. Online donations can be made via the following link: www.StFX.ca/davidbernatchez

Why We Think This Is An Appropriate Tribute

Dave's top three passions were rugby, StFX, and community service, which he demonstrated by helping young people through various scholarships.

In his high school years, Dave became interested in StFX University and set a goal to attend, however, cost was a barrier. Receiving the Father Whelihan Memorial Scholarship enabled him to go to StFX and this left a lasting impact on him. He devoted many years to raising money for Calgary scholarships so that other deserving students could go to StFX. While at StFX he was chosen as outstanding male student, valedictorian at his graduation in 1985 and nominated Life President for his class. After StFX, he became involved in the Alumni Association and was a member of the Board of Governors. In 2014, he was inducted into the Hall of Honour recognizing those who carry on the tradition of helping others.

Rugby was another passion. Dave was an International Junior Winger representing Canada against Japan in 1979 and represented Rugby Alberta at the highest levels. He was a heavily involved with the Canucks Rugby Club and Calgary Rugby Union. Dave brought his leadership and passion for rugby to StFX. He was a leader while playing at StFX and continued this leadership by creating a sense of community amongst generations of rugby players by organizing reunions and by sustaining connections between players and coaches.



volunteer [vol-uhn-teer] noun. A person who voluntarily offers himself or herself for a service or undertaking

CALEP's award-winning publication, *The Negotiator*, is looking for volunteers to assist with the following duties:

Feature Content Editor

Advertising Editor

Proofreaders

If you would like to help with this worthy and rewarding endeavour, please contact:

Dayna Morgan

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(403-266-5746)

Danell Stebing

Coordinating Editor
(403-444-1464)